

## FRANCHISE DISCLOSURE DOCUMENT



Doctor's Associates LLC  
A Delaware Limited Liability Company  
1 Corporate Drive, Suite 1000, Shelton, CT 06484  
Phone: 1-800-888-4848  
franchise@subway.com  
www.subway.com

As a Subway® franchisee, you will sell foot-long and other sandwiches, salads and other food items from a retail establishment.

The initial investment necessary to begin operation of a single new Subway® franchise ranges from \$238,623 to \$536,745 (\$199,135 to \$403,745 for a non-traditional location). This sum includes an estimated \$18,432 to \$43,117 (including an initial franchise fee of \$15,000) that must be paid to us or our affiliate.

The initial investment necessary to begin operation of 2 to 10 new Subway® franchises under the multi-unit development program ranges from \$246,123 to \$604,245 per restaurant (\$206,635 to \$471,245 for a non-traditional location). This sum includes an estimated \$48,432 to \$193,117 (including a development fee of \$22,500 to \$82,500) that must be paid to us or our affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact the Franchise Development Team at 1 Corporate Drive, Suite 1000, Shelton, CT 06484, (800) 888-4848, franchise@subway.com.

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 disclosure document to an advisor, like a lawyer or an accountant.

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

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

Issuance Date: April 25, 2024, amended June 21, 2024, amended November 14, 2024

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**Item 1**  
**THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES**

To simplify language in this Disclosure Document, “we”, “us”, “DAL” or “Doctor’s Associates” means Doctor’s Associates LLC, the franchisor. “You” means the person(s) or entity that is granted the franchise, as well as all parties who own any interest in an entity that is the franchisee.

***The Franchisor, Its Parent, Predecessor, and Affiliates.***

*Franchisor and its Predecessor*

We are a Delaware limited liability company, doing business as “Subway” through various affiliates. We converted from a Florida corporation to a Florida limited liability company on October 29, 2018, and changed our name to “Doctor’s Associates LLC”. On May 29, 2024, we converted to a Delaware limited liability company. Under Florida and Delaware law, we are still the same entity that existed before each conversion. Our address is 1 Corporate Dr., Suite 1000, Shelton, CT 06484. Our agents for service of process are disclosed in Exhibit I. We previously offered plush toy business franchises from 1982 to 1983 but did not sell any. Aside from the plush toy business and Master Franchise Businesses described below, we have not offered franchises in any other line of business. We have no predecessors.

Since August 2021 we and our ~~affiliate~~affiliates SIP and SIBV have offered Subway® restaurant master franchise businesses (a “Master Franchise Business”) outside of the United States. A Master Franchise Business is operated by an independent third party who is given a license from us to offer direct unit Subway® restaurant franchises to third parties pursuant to unit franchise agreements. SIP has sold Master Franchise Businesses in Paraguay and El Salvador, which have since been assigned to us. We have sold Master Franchise Businesses in China, Costa Rica, Panama ~~and~~, Uruguay, ~~and our~~ Guatamala. Our affiliate SIBV has sold Master Franchise Businesses in Bahrain, Bangladesh, Belgium, Czech Republic, France, Georgia, ~~Guatemala~~, India, Japan, Kuwait, Luxembourg, Lichtenstein, Mongolia, Peninsula Malaysia, the Kingdom of Saudi Arabia, Sri Lanka, ~~Russia~~ Switzerland, Thailand, Turkey, and United Arab Emirates, ~~all of which.~~ All of these Master Franchise Businesses are currently open and operating. SIBV has also sold a master franchise business in Russia, which is no longer open and operating.

*Parents*

Through a series of related step transactions, on April 30, 2024, our parent, Underground Purchaser, LLC (“UPL”), acquired all of the issued and outstanding equity interests of our former parent, Subway Worldwide System Holdings, LLC (“SWSH,” successor in interest to our former parent, Subway Worldwide, Inc.). SWSH is a Delaware limited liability company and shares our principal business address. UPL is a Delaware limited liability company owned by several investment funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm (“Roark”), or one of its affiliates, and shares Roark’s principal business address, 1180 Peachtree Street, N.E., Suite 2500, Atlanta, Georgia 30309-3521.

We are a direct, wholly-owned subsidiary of Subway Funding LLC (“Subway Funding”), which in turn is a direct, wholly-owned subsidiary of Subway Funding Holdco LLC (“Subway Funding Holdco”). Subway Funding and Subway Funding Holdco were organized as part of the secured financing transaction described below and are wholly-owned subsidiaries of Subway US Holdings, LLC (“SUSH”). SUSH is a direct, wholly-owned subsidiary of Subway System Holdings, LLC (“SSH”), which in turn is a direct, wholly-owned subsidiary of SWSH.

Subway Funding, Subway Funding Holdco, SUSH, and SSH share our principal business address at 1 Corporate Drive, Suite 1000, Shelton, CT 06484.

*Securitization Transaction*

As a result of a secured financing transaction which closed on June 20, 2024 (the “US Securitization Transaction”), we became a direct subsidiary of Subway Funding and an indirect subsidiary of Subway Funding Holdco. As a result of the US Securitization Transaction, ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of Subway® restaurants, including the SubwayPOS® software, were transferred from

Estate, LLC (“SRE”)	Subway® restaurants.
Subway Realty, LLC (“SRL”)	In limited circumstances, SRL holds prime leases that are subleased or sublicensed to franchisees for the operation of Subway® restaurants.
SBD Ventures, LLC (“SBDV”)	SBDV may enter into the master lease agreements for non-traditional locations and may sublease or assign the right to operate these locations to franchisees.
Subway Restaurants, LLC (“SR”)	SR leases restaurant premises and may enter into a Sublease with you.
Subway Sandwich Shops, LLC (“SSS”)	SSS leases restaurant premises and may enter into a Sublease with you.
Subway Payment Services, LLC (“SPS”)	SPS manages credit card payments and gift cards.

None of the foregoing affiliates offer franchises in any line of business nor do they conduct the type of business operated by franchisees.

Subway US IP Holder or a licensed affiliate licenses the following affiliates to use the Subway® System and to offer restaurant franchises or sublicenses. These affiliates may offer franchises through separate Disclosure Documents. None of the following affiliates have offered franchises in any other line of business.

<i>Name</i>	<i>Type of Entity</i>	<i>Principal Business Address</i>	<i>Franchises Offered (and Services Provided, if Applicable)</i>
Subway Systems Colombia S.A.S. (“SSCS”)	Colombian simplified stock company	C/o Paniagua & Tovar Abogados S.A., Calle 107 A No. 11A – 69, Bogotá D.C., Colombia	SSCS is licensed by DAL to offer and sell franchises in Colombia and is the successor to Subway Partners Colombia C.V.
Subway Systems Singapore Pte. Ltd. (“SSSPL”)	Singaporean private company limited by shares	<del>89</del> Temasek Blvd., <del>#17-01</del> , Suntec Tower <del>3</del> , <del>Level</del> <del>35-012</del> , Republic of Singapore 038988	SSSPL began franchising in 2020. It sells franchises for Subway® restaurants and subleases restaurant premises to Subway® franchisees in Singapore and elsewhere in the Asia Pacific region. On January 2, 2020, SIBV assigned all of its existing franchise agreements in Singapore to SSSPL.
Subway International B.V. (“SIBV”)	Netherlands limited liability company	IJDOCK 27 – 9th Floor 1013 MM Amsterdam, Netherlands.	SIBV began franchising in 1998. SIBV was granted a license from SIP to offer and sell franchises all over the world, except in the United States, Canada, Australia, Colombia, and Brazil. SIBV granted a sublicense to our affiliate, SSF, to offer licenses for Subway® restaurants in South Africa.

<i>Name</i>	<i>Type of Entity</i>	<i>Principal Business Address</i>	<i>Franchises Offered (and Services Provided, if Applicable)</i>
Subway Franchise Systems of Canada, ULC (“SFSC”)	Canadian unlimited liability corporation	C/o Field Law LLP 400 - 444 7 Ave SW Calgary AB T2P 0X8, Canada	SFSC began franchising in 1987. SFSC offers and sells franchises for Subway® restaurants in Canada, leases equipment to Subway® franchisees in Canada, and sometimes owns and operates Subway® restaurants in Canada that had been previously franchised.
Subway Systems Australia Pty. Ltd. (“SSA”)	Western Australian private company limited by shares	Level 9, Transport House, 230 Brunswick Street, Fortitude Valley, Queensland 4006, Australia	SSA began franchising in 1987. The company sells franchises for Subway® restaurants in Australia.
Sandwich and Salad Franchises of South Africa (Pty.) Ltd. (“SSF”)	South African private company limited by shares	8 Eybers Street, Farrarmere, Benoni, 1501, South Africa	SSF began franchising in 1997. It sells franchises for Subway® restaurants in South Africa.
Subway Franchise Systems Brazil Ltda. (“SFSB”)	Brazilian limited liability company	São Paulo, Alameda Santos, 1.293, 4th floor, part, Cerqueira César, CEP 01419-904	SFSB began franchising in 2023. It sells franchises for Subway® restaurants in Brazil.
<a href="#">Subway IP LLC (“SIP”)</a>	<a href="#">Delaware limited liability company</a>	<a href="#">1 Corporate Dr., Suite 1000, Shelton, CT 06484</a>	<a href="#">SIP began franchising in 2024. It sells franchises for Subway® restaurants in El Salvador and Paraguay.</a>

~~We disclose the following companies that now offer, or have offered, franchises in the United States, unless otherwise indicated, as our affiliates:~~

~~PFG Ventures is an Ohio limited partnership doing business under the name “ProForma” or “PFG Ventures” (“PFG Ventures”). PFG Ventures is a partnership that sells franchises for a brand named ProForma® which specializes in the sale and distribution of printed business products, including business forms, commercial printing, advertising supplies, and related business supplies. We and our affiliates recommend, but do not require, that Subway® franchisees purchase supplies from PFG Ventures’ franchisees. PFG Ventures’ address is 8800 East Pleasant Valley Road, Independence, Ohio 44131. As of December 31, 2023, PFG Ventures sold 1,862 franchises, and of the total franchises sold by ProForma and PFG Ventures, 526 are open, and 0 are in development.~~

~~Although we do not consider PFG Ventures to be an affiliate, we disclose it because our Founders, Dr. Peter Buck and the late Fred DeLuca, directly or indirectly invested in them (including successors in interest). However, neither of the Founders have been officers or directors of PFG Ventures, and we do not represent that they, or we, do or did, control it.~~

#### *Franchise Systems Affiliated with Buyer and Roark*

Through control with private equity funds managed by Roark, we are affiliated with the following franchise programs (“**Affiliated Programs**”). None of these affiliates operate a Subway 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.

**Mathnasium Center Licensing, LLC** (“**Mathnasium**”) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium 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, there were 968 franchised and 4 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, 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, there were 89 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, there were 78 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 principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2023, there were 245 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, 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 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 principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2023, there were 128 franchised and company-owned SafeSplash Swim School outlets (including 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 Rick 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, there were 234 franchised and 47 affiliate-owned School of Rock schools in the United States and 78 franchised School of Rock schools outside the United States.

**The Franchisor’s Business.** We offer and sell franchises for Subway® restaurants for locations in the United States and its territories. Though our current policy is to establish all restaurants as franchises, sometimes we may own or operate restaurants previously owned by franchisees until we find a new franchisee. You must purchase through us or

lease from us substantially all major items of equipment for your restaurant. We have been offering franchises for Subway® restaurants since 1974.

~~We are not engaged in any other business.~~

We also offer and sell master franchise businesses in countries outside of the United States, as described above. Other than that, we are not engaged in any other business.

**The Subway® Restaurant Franchise.** Under the Franchise Agreement (the “Franchise Agreement”), which is Exhibit A, we offer qualified purchasers the right to establish and operate, from a single location, a retail establishment preparing and selling foot-long, six-inch, flat bread, and specialty sandwiches, salads, wraps, and other food items. All foot-long sandwiches are required to measure at least 12 inches in length. All six-inch sandwiches are required to measure at least 6 inches in length. The sandwich categories include cold cuts, seafood, steak, pulled pork, chicken and meatballs. Guests may choose between an array of signature sandwiches from our Subway® Series menu, or from a variety of breads, cheeses, vegetables, seasonings, and condiments to make their custom-made sandwich. The breakfast menu is required for all restaurants in the United States and its territories and features egg sandwiches, bacon, sausage, muffins, juice, coffee and other breakfast items. The Franchise Agreement gives you the right to operate the restaurant under the name and mark Subway® and other marks we designate. You must operate your restaurant in accordance with the rules we establish, including those in the Operations Manual (the “Operations Manual”), which we license from our affiliate and which our affiliate may revise at any time during the term of your Franchise Agreement under any condition and to any extent which we consider necessary to meet competition, protect trademarks, service marks, or trade names, or improve the quality of the product or service provided by Subway® restaurants.

If you meet our qualifications, we may approve of you operating multiple restaurants in accordance with the Development Agreement attached as Exhibit A-12, and one or more Franchise Agreements or the Multi-Unit Franchise Agreement attached as Exhibit A-13. The Development Agreement governs your development obligations, while one or more Franchise Agreements or Multi-Unit Franchise Agreements will govern the development, opening and operation of specific restaurants.

**Programs and Non-Traditional Locations.** We also sell franchises for non-traditional locations, as set forth in the table and notes below. In addition, we offer programs to qualifying franchisees. If you meet our requirements and choose to purchase a franchise for a non-traditional location, or if you qualify and choose to participate in one of our programs, you may be required to sign a rider or addendum described in the table and notes below, which will amend the standard form Franchise Agreement. Alternatively, we may require you to sign a concession or subconcession agreement.

*The non-traditional locations and programs that we offer are as follows:*

<i>Program/Type of Location</i>	<i>Addendum/Rider</i>	<i>Description</i>
General Non-Traditional Location <sup>1</sup>	Franchise Agreement Rider (Exhibit A-1)	Examples of non-traditional locations include convenience stores, gasoline service stations, highway rest stops, department stores, hospitals, parks, universities, schools, sports arenas, convention centers, airports, theme parks, national parks, captive travel plaza, bus and railroad terminals, military bases, business complexes, assisted living/nursing homes and other similar locations. Typically, non-traditional locations are full service restaurants and we license them under our standard form of Franchise Agreement. In some cases, we may waive all or a portion of the initial franchise fee and a portion of the advertising fee and otherwise modify the Franchise Agreement to address different conditions for a non-traditional location.

## Item 2 BUSINESS EXPERIENCE

The following individuals are our officers and/or directors, and/or officers and/or directors of one or more of our affiliates required to be disclosed in this Item. Some of the individuals below may also be directors or officers, or both, of other franchising companies offering Subway® franchises affiliated with us, or affiliated service or real estate leasing companies, or may provide services or advice to these affiliates listed in Item 1. If not specified, each position listed below is based in Shelton, Connecticut.

~~Director, President and Chief Executive Officer of SWSH; President of FWH; President of, Subway US IP Holder, FWH, FWHT, DAL and Subway MyWay, LLC; President and Chief Executive Officer of Underground Purchaser;~~  
John Chidsey

Mr. Chidsey has served as ~~President of Subway US IP Holder since May 2024,~~ Director, President and Chief Executive Officer of SWSH since ~~April 2024,~~ its inception; Director, President and Chief Executive Officer of Subway US IP Holder, FWH, FWHT, DAL and Subway MyWay, LLC since April 2024; and President and Chief Executive Officer of FWH and DAL since November 2019. Prior to that, Mr. Chidsey served as Chief Executive Officer of Burger King Holdings, Ltd from April 2006 until April 2011. Since 2011, Mr. Chidsey has ~~been investing~~ invested in several public and private companies, and currently serves on the board of directors of several organizations.

~~President of North America of SWSH and FWH; President of North America of Subway US IP Holder; Doug Fry~~  
Mr. Fry has served as ~~President of North America of Subway US IP Holder since June 2024,~~ President of North America of SWSH since ~~April 2024,~~ and of FWH since ~~September 2023.~~ Previously, Mr. Fry was the Director of SFSC from October 2022 to August 2023, and the Managing Director of Canada of SFSC from October 2021 to October 2022. Prior to joining Subway, Mr. Fry was the Senior Director of National Operations for McDonald's, and he held that position from June 2012 to August 2021 in Toronto, Ontario.

~~Director, Executive Vice President, Chief Financial Officer and Treasurer of SWSH; Subway US IP Holder, FWH, FWHT, DAL and Subway MyWay, LLC; Executive Vice President, Chief Financial Officer and Treasurer of FWH; Vice President and Treasurer of SIP, DAL, FWHT and FWH; Chief Financial Officer, Treasurer and Executive Vice President of Subway US IP Holder; President and Treasurer of Subway MyWay; Vice President of FWH Underground Purchaser; Trustee of SFAFT; Jeff Shepherd~~

Mr. Shepherd has served as ~~Chief Financial Officer, Treasurer and Executive Vice President of Subway US IP Holder since May 2024;~~ Director, Executive Vice President, Chief Financial Officer and Treasurer of SWSH since ~~April 2024,~~ and ~~as its~~ inception; as Director, Executive Vice President, Chief Financial Officer, and Treasurer of Subway US IP Holder, FWH, FWHT, DAL and Subway MyWay, LLC since April 2024; and as Executive Vice President, Chief Financial Officer, and Treasurer of FWH, FWHT, DAL and Subway MyWay, LLC since November 2023. He has also served as Trustee of SFAFT since November 2023. Previously he was employed by Advance Auto Parts as Executive Vice President, Chief Financial Officer from 2018 until 2023, and Senior Vice President, Chief Accounting Officer from 2017 to 2018. Prior to that, he served as Controller, General Motors Europe and Director, Consolidation and SEC Reporting of General Motors from 2010 to 2017.

~~Executive Vice President and Chief Operating & Insights Officer of SWSH and Subway US IP Holder; Chief Operating and Insights Officer of FWH; Michael Kappitt~~

Mr. Kappitt has served as ~~Executive Vice President and Chief Operating & Insights Officer of Subway US IP Holder since June 2024 and of SWSH since April 2024,~~ and ~~Chief Operating and Insights Officer of FWH since March 2020.~~ Previously he was employed by Bloomin' Brands as President of Carrabba's Italian Grill from February 2016 to February 2020. Prior to that, he served as Chief Marketing Officer of Burger King from September 2002 to January 2011.

~~Vice President and Secretary for DAL; Senior Vice President of Business Transformation of Subway US IP Holder, SWSH and FWH; John Scott~~

Mr. Scott has served as ~~Vice President and Secretary for DAL since April 2020,~~ and as the ~~Senior Vice President of Business Transformation for Subway US IP Holder since June 2024,~~ for SWSH since ~~April 2024,~~ and for FWH since ~~March 2020,~~ and ~~Vice President of FWH since March 2020 and Vice President and Secretary of Subway MyWay since April 2020.~~ Previously, he was employed as the ~~Chief Transformation Officer for FWH from July 2019 to March 2020 and the Vice President of Sustainability and Quality for FWH from September 2017 to July 2019.~~ Prior

~~to that, he was self-employed by Carmichael Supply Chain Consulting from September 2016 to September 2017 and worked as Chief Supply Officer for The Chef's Warehouse from May 2013 to September 2017. He also previously worked for PepsiCo as Senior Director, Global Procurement from April 2005 to May 2013.~~

~~Chief Legal Officer for FWH; Director, Executive Vice President, Chief Legal Officer, and Secretary of SWSH; Vice President and Secretary of SIP and FWHT; Chief Legal Officer, Secretary and Executive Vice President of, Subway US IP Holder; FWH, FWHT, DAL and Subway MyWay, LLC; Executive Vice President of DAL, Chief Legal Officer, and Secretary of Underground Purchaser: Ilene Kobert~~

Ms. Kobert has served as ~~Chief Legal Officer, Secretary and Executive Vice President of Subway US IP Holder since May 2024,~~ Director, Executive Vice President, Chief Legal Officer and Secretary of SWSH since April 2024; ~~Director, Executive Vice President, Chief Legal Officer and Secretary of Subway US IP Holder, FWH, FWHT, DAL and Subway MyWay, LLC since June~~ April 2024; Vice President and Secretary of SIP, FWHT and FWH since April 2020; and ~~as~~ Chief Legal Officer for FWH since February 2020. She has also served as Vice President of DAL since May 2022. Previously, she was a shareholder at Greenberg Traurig, LLP from September 2011 through January 2020, and a Director and Senior Attorney at Burger King from September 2009 through September 2011.

~~President of North America of SWSH, Subway US IP Holder, FWH, FWHT, DAL and Subway MyWay, LLC: Doug Fry~~

Mr. Fry has served as President of North America of SWSH since April 2024, and of FWH and FWHT since September 2023. Previously, Mr. Fry was the Director of SFSC from October 2022 to August 2023, and the Managing Director of Canada of SFSC from October 2021 to October 2022. Prior to joining Subway, Mr. Fry was the Senior Director of National Operations for McDonald's, and he held that position from June 2012 to August 2021 in Toronto, Ontario.

~~Chief Information Security Officer of FWH: Will Thornhill~~

~~Mr. Thornhill has been Chief Information Security Officer for FWH since January 2019. Previously, he was employed by H.R. Berkley as Head of Global Information Security Operations from July 2017 to August 2018, by Bank of America as Chief of Staff for Information Security Operations from May 2014 to June 2017, and by the Teachers Insurance and Annuity Association of America College Retirement Equities Fund, as Head of Global Information Security Operations from January 2012 to May 2014.~~

~~President of Latin America and Caribbean of SWSH, Subway US IP Holder, FWH, FWHT, DAL and SWSH Subway MyWay, LLC: Jorge Rodriguez~~

Mr. Rodriguez has served as President of Latin America and Caribbean of ~~Subway US IP Holder since June 2024 and of~~ SWSH since April 2024; and President of Latin America and Caribbean of FWH, FWHT, Subway MyWay, LLC January 2022. Prior to that, Mr. Rodriguez served as Vice President Finance Transformation for McDonalds from August 2018 until January 2022.

~~Executive Vice President and Chief Digital & Information Operating & Insights Officer of SWSH, Subway US IP Holder and SWSH; FWH, FWHT, DAL and Subway MyWay, LLC: Michael Kappitt~~

Mr. Kappitt has served as Executive Vice President and Chief Operating & Insights Officer of SWSH since April 2024, and Executive Vice President and Chief Operating and Insights Officer of FWH, FWHT, and Subway MyWay, LLC since March 2020. Previously he was employed by Bloomin' Brands as President of Carrabba's Italian Grill from February 2016 to February 2020. Prior to that, he served as Chief Marketing Officer of Burger King from September 2002 to January 2011.

~~Executive Vice President and Chief Digital and Information Officer of SWSH, Subway US IP Holder, FWH, FWHT, DAL and Subway MyWay, LLC: Donagh Herlihy~~

Mr. Herlihy has served as Executive Vice President and Chief Digital & Information Officer of ~~Subway US IP Holder since June 2024, and of~~ SWSH since April 2024, and Executive Vice President and Chief Information Officer of FWH, FWHT, and Subway MyWay, LLC since May 2021. Previously, he was employed as the Executive Vice President – Digital and Chief Information Officer of Bloomin' Brands, Inc. in Tampa, FL from September 2014 to January 2020.

~~Executive Vice President and Chief Global Development Officer of SWSH, Subway US IP Holder and SWSH; Global Chief Development Officer of FWH, FWH, FWHT, DAL and Subway MyWay, LLC: Mike Kehoe~~

Mr. Kehoe has served as Executive Vice President ~~and~~ Chief Global Development Officer of ~~Subway US IP Holder since June 2024, and of~~ SWSH since April 2024, and as Executive Vice President and Chief Global Chief Development Officer of FWH, FWHT, and Subway MyWay, LLC since October 2023. Previously, Mike was the President of Europe, Middle East, and Africa from August 2023 to May 2020. From 2015 to May 2020, Mr. Kehoe was employed by Focus Brands, Inc. in multiple roles, including President International, in Atlanta, Georgia. Previously, he served as Vice President of International Marketing for Bloomin' Brands, Inc. from 2013 to 2015, in Tampa, Florida.

Senior Vice President of Business Transformation of SWSH, Subway US IP Holder, FWH, FWHT, DAL and Subway MyWay, LLC: John Scott

Mr. Scott has served as Senior Vice President of Business Transformation for SWSH since April 2024, and Senior Vice President of Business Transformation for FWH, and FWHT since March 2020, and Senior Vice President of Business Transformation of Subway MyWay since April 2020. Previously, he was employed as the Chief Transformation Officer for FWH from July 2019 to March 2020 and the Vice President of Sustainability and Quality for FWH from September 2017 to July 2019. Prior to that, he was self-employed by Carmichael Supply Chain Consulting from September 2016 to September 2017 and worked as Chief Supply Officer for The Chef's Warehouse from May 2013 to September 2017. He also previously worked for PepsiCo as Senior Director, Global Procurement from April 2005 to May 2013.

Senior Vice President of U.S. Marketing of SWSH, Subway US IP Holder, ~~SWSH and FWH;~~ President of SIP, FWHT, DAL and Subway ~~US IP Holder~~ MyWay, LLC: Cristina Wells

Ms. Wells has served as Senior Vice President of U.S. Marketing for ~~Subway US IP Holder since June 2024, and of~~ SWSH since April 2024; and ~~for FWH~~ Senior Vice President of U.S. Marketing of and FWH, FWHT, and Subway MyWay, LLC since July 2023, and ~~President of Subway US IP Holder since June 2024, and of SIP since September~~ 2023. She has served as Vice President of U.S. Marketing from July 2021 to July 2023. Prior to that, she served as Director of SFSC, SFAFC and Subway MyWay of Canada, and Country Director, Canada for FWH from February 2020 to July 2021. She served as Senior Marketing Director from December 2016 to February 2020. Previously she served as Marketing Director for Tim Hortons from January 2016 to December 2016, Senior Digital Marketing & Rewards Manager from February 2015 to January 2016, and Senior Marketing Communications Manager from September 2013 to January 2015. She has engaged in the line of business associated with the franchise since December 2016.

Chief Information Security Officer of FWH: Will Thornhill

Mr. Thornhill has been Chief Information Security Officer for FWH since January 2019. Previously, he was employed by H.R. Berkley as Head of Global Information Security Operations from July 2017 to August 2018, by Bank of America as Chief of Staff for Information Security Operations from May 2014 to June 2017, and by the Teachers Insurance and Annuity Association of America- College Retirement Equities Fund, as Head of Global Information Security Operations from January 2012 to May 2014.

Vice President of Development for FWH: Ian Poole

Mr. Poole has served as Vice President of Development since February 2024. Previously, he was employed by Planet Fitness as Vice President of Real Estate and Construction of Corporate Clubs from April 2023 until February 2024. Prior to that he was employed by Ambrosia QSR as Chief Development Officer from May 2021 until April 2023. He was employed by Dunkin Brands as Director of Real Estate and Construction from April 2007 until May 2021.

Senior Vice President of Operations of FWH: Stephen England

Mr. England has served as Senior Vice President of Operations for FWH since August 2020. Previously, he was employed by B. Good LLC as Chief Operating Officer from July 2017 to August 2020. Prior to that he was employed by Dunkin Brands Inc. as Vice President of Operations from September 2011 to July 2017.

Vice President of Non-Traditional Strategic Growth of FWH: Renee Hourigan

Ms. Hourigan has served as Vice President, Non-Traditional Strategic Growth for FWH since April 2023. She joined FWH in April 2019 as Director, Convenience Innovation. Prior to joining FWH, Ms. Hourigan was the Vice President, Marketing North America for Victorinox Swiss Army, Inc. from October 2016 to January 2019, in Monroe, CT.

~~Vice President North American Field Operations of FWH: Mary Greenlee~~  
~~Senior Director of Non-Traditional Franchise Sales of FWH: Renee Borders~~

~~Ms. Greenlee Borders has served as Vice President North American Field Operations for FWH the Director of Non-Traditional Franchise Sales since November ~~2022~~ in Atlanta, GA, 2023. She was Director of Global Accounts from November 2021 to November 2023. Prior to that, she ~~was the Senior Director of Business Developer Operations from April 2020 to November 2022 and the Director, Atlanta Territory~~ served as Strategic Account Manager for T-Mobile in Bellevue, WA, from April 2019 to ~~April 2020~~. Before joining FWH, Ms. Greenlee served as the ~~Director, Business Development & General Manager Coca Cola Freestyle for The Coca Cola Company from January 2012 to March 2019 in Atlanta, GA~~ October 2021. From July 2013 to April 2019, she was the Channel Strategy Manager for Sprint in Overland Park, KS.~~

Director of Development Administration of FWH: Christine Leblond

Ms. Leblond has served as Director, Development Administration since August, 2020. Previously, she was employed by Johnny Rockets Group, Inc. in Wilbraham, Massachusetts as Manager, Legal Services from March, 2018 to August, 2020. Prior to that she was employed by Restaurant Brands International in Miami, Florida as Senior Manager, Franchise Contract Manager from August, 2014 to July, 2017.

~~Senior Director of Growth Initiatives of FWH: Kelly Farley~~

~~Ms. Farley has served as Senior Director of Growth Initiatives since January 2023. Prior to that, she was Director of Field Performance for FWH from July 2020 until January 2023. She was Director of a Subway Market Operations July 2018 until July 2020.~~

Director of Sales Operations of FWH: Allison Morrow

Ms. Morrow has served as Director of Sales Operations since February 2020. She was previously the Assistant Director of New Business Development from May 2011 to February 2020.

~~Senior Director of Non-Traditional Franchise Sales of FWH: Renee Borders~~

~~Ms. Borders has served as the Director of Non-Traditional Franchise Sales since November, 2023. She was Director of Global Accounts from November 2021 to November 2023. Prior to that, she served as Strategic Account Manager for T-Mobile in Bellevue, WA, from April 2019 to October 2021. From July 2013 to April 2019, she was the Channel Strategy Manager for Sprint in Overland Park, KS.~~

Global Account Manager of FWH: David Strawhince

Mr. Strawhince has been a Global Account Manager since April 2021. Prior to that, he was the Senior Manager of Store Operations for Staples, Inc. from July 2017 to July 2020, and the Manager, Store Operations for Staples, Inc. from February 2016 to July 2017, both in Framingham, MA.

Senior Non-Traditonal Franchise Sales Manager of FWH: John Edmonds

Mr. Edmonds has been a Senior Non-Traditonal Franchise Sales Manager since October 2019. Prior to that, he was the National Operations Integration Manager for Chef's Warehouse in Ridgefield, CT from September 2016 to September 2019.

\* \* \* \* \*

## FRANCHISE BROKERS/BUSINESS DEVELOPERS

Business Developers are franchise brokers. We have engaged Business Developers whose duties include franchise sales, site location assistance, training, and operational assistance to franchisees. Business Developers also make recommendations as to whether prospective franchisees in their territories should be granted franchises and we take their recommendations into consideration. We generally recruit Business Developers from existing franchisees. We pay Business Developers a portion of amounts we collect from franchisees as payment for their services, including approximately one-half of the initial franchise fee, and up to one-third of royalties, transfer fees and extension fees. We also pay them approximately one-third of any fees we receive from a third-party franchisor and any co-brand continuing fees, if they provide services for the other concept. We may also pay them bonuses and penalize them depending upon whether they are ahead or behind their development schedules for establishing restaurants in their areas. We prohibit Business Developers from making any representations of sales or profits to you. Additionally, we require Business Developers to abide by all federal and state laws in the performance of their duties. Business Developers are independent contractors and not employees of ours or our affiliates. We and our affiliates disclaim

**Item 3  
LITIGATION**

Other than the 6064 actions and the 2325 franchisor-initiated actions disclosed in Exhibit L, no other litigation is required to be disclosed in this Item. We estimate that the franchisees we or our affiliates filed actions against in connection with the franchise relationship constitute about 0.2% of the franchisees operating Subway® restaurants globally.

**Item 4  
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**Item 5  
INITIAL FEES**

All franchise fees are payable in full when you sign the Franchise Agreement. All fees are fully earned when received and are not refundable, except as described below.

Initial Franchise Fees

The following table and notes describe the initial franchise fees:

<i>Type of Fee</i>	<i>Amount</i>	<i>Description</i>
Standard Franchise Fee <sup>1</sup>	\$15,000	This is the standard franchise fee for a Subway® restaurant franchise for all first-time franchisees except: (i) qualified United States Armed Forces Veterans (“US Veterans”) as stated below, or (ii) a qualified Subway® restaurant franchisee of our affiliates, or (iii) those purchasing under our School Lunch or Community Development Programs, or (iv) those purchasing for a qualified Non-Traditional location.
Reduced Fee for Additional Franchises <sup>2,3</sup>	\$7,500	We offer the reduced franchise fee of \$7,500 for the purchase of additional restaurants to qualified existing franchise owners operating restaurants in substantial compliance (as defined in the Operations Manual) and with no material defaults under any of their Franchise Agreements with us.
Reduced Fee for Affiliate Company Subway® Franchise Owners And Business Developers <sup>2,3</sup>	\$7,500	We offer the \$7,500 reduced franchise fee to qualified Subway® franchisees of our affiliates that offer Subway® franchises. To qualify, we must approve you and you must be in substantial compliance (as defined in the Operations Manual) with no material defaults under any of your Franchise Agreements with our affiliates that offer Subway® franchises.
Reduced Fee for U.S. Armed Forces <sup>2,3</sup>	\$7,500	We offer the reduced franchise fee to qualified honorably discharged U.S. Veterans purchasing their first franchise.

<i>Type of Fee</i>	<i>Amount</i>	<i>Description</i>
Reduced Fee for Qualified Non-Traditional Locations <sup>2, 3, 4</sup>	\$7,500	You will pay the reduced franchise fee if you are purchasing a franchise for a non-traditional location and: 1) you are an approved convenience store operator, a food service management company, or other company that provides its own food services (and you <del>meet certain qualifications regarding number of outlets or have 50 or more locations or you have a</del> net worth <del>as we may require from time to time</del> of at least \$10 million as shown on an audited balance sheet); 2) you are a cooperative, foundation, <del>a</del> -qualified non-profit charity, <del>hospital</del> , university, college, other school, or <del>an Indian nation, or</del> First Nations, governmental agency or entity; <del>or</del> 3) <del>you</del> <u>the non-traditional location you are purchasing is located within a hospital; or 4) you</u> are purchasing your franchise for a non-traditional location we approved to be located in a portion of an existing facility you own, lease or otherwise control under a management agreement and you are a franchisee in good standing of a nationally branded gasoline or convenience store retailer. <u>If any of these representations are not true when your Restaurant opens (based upon the most recent restaurant evaluation), you agree to pay an additional \$7,500 plus Taxes. If we do not approve your location within 90 days after you sign the Franchise Agreement, we will terminate your Franchise Agreement and refund your initial franchise fee.</u>
Add-on Fee	\$3,750	If you qualify for the reduced fee and you want to add an individual owner who is not already a Subway® franchisee, you must also pay the add-on fee in addition to the reduced fee. We may change or eliminate this add-on fee in the future. We will waive the add-on fee if you are adding your parent, child, or spouse as an owner.
Satellite Franchise Fee <sup>5, 7</sup>	\$5,000	This is the initial franchise fee for a satellite restaurant; however, this fee will be waived if your satellite will be located in the same facility as your Base Restaurant.
Short-Term Satellite Franchise Fee <sup>6, 7</sup>	\$1,000	This is the initial franchise fee if the satellite will be in operation for a term of 1 year or less (“short-term”).
Additional Fee for Non-Compliance	\$7,500	If you or your affiliate are an existing Subway® franchisee, you represent that all your restaurants are in substantial compliance with the Operations Manual and there are no material defaults under the franchise agreement(s) governing the operation of such restaurant(s). If any of the aforesaid representations are not true when your restaurant opens (based upon the most recent restaurant evaluation), you agree to pay us an additional \$7,500.

Note 1:

We may offer financing for franchisees purchasing a franchise for a restaurant to be located in a low-density market. We may stop or modify any loan programs we offer at any time.

Certain multi-unit operators who sign a Multi-Unit Franchise Agreement or a Development Agreement may qualify for a rebate of some or all of their initial franchise fee if they meet or exceed their development schedule. We may modify or discontinue this policy at any time in our sole discretion.

Note 2:

If you do not qualify for the reduced fee, you must pay the full fee of \$15,000. If you qualify for the reduced franchise fee when you sign the Franchise Agreement, but any of your existing restaurants are out of substantial

**Item 6  
OTHER FEES**

**OTHER FEES\***

<b>Type of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty	8% of total gross sales	Payable weekly	See Note 1
Advertising	4.5% of total gross sales	Payable weekly	See Note 2
Audit	Overdue Amount	After billing	See Note 3
Fees for Unpaid balances	Interest charge of 12% (or maximum rate allowed by law where your restaurant is located) per annum on amount you owe	When payment is more than one week late	See Note 4
	Late fee of 10% or (or maximum rate allowed by law where your restaurant is located) per annum of amount you owe may be charged	When payment is more than one week late	See Note 4
	\$50	When you default on payments because you change banks without notice	See Note 4
	\$20	Bounced check or pre-authorized draft	See Note 4
	Costs of collection, including lawyers' fees	When we or our affiliate incur the expense	See Note 4
Renewal Fee	25% of our then-current franchise fee (currently \$3,750) for a standard renewal  25% of our then-current satellite franchise fee (currently \$1,250) for a satellite renewal  \$1,000 for a short-term satellite renewal		
<u>Additional Term</u>	<u>Currently, \$187.50 per year of additional term, plus tax if applicable</u>	<u>When you submit your request for additional term</u>	<u>If your franchise agreement will expire within 10 years or if you are purchasing an existing restaurant and the applicable franchise has less than 10 years remaining in the term, you may request additional term. Requests can be made only in full</u>

<b>Type of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
			<a href="#"><u>year increments up to a ten-year maximum. Each additional year of term will be at our then-current rate, currently \$187.50 per year, plus tax if applicable. All approved requests will necessitate execution of the then-current franchise agreement and the applicable addendum (see Exhibit G-3 and Exhibit G-4).</u></a>
Transfer	50% of our then-current franchise fee (currently, \$7,500), plus \$3,000 for any satellite	When you submit your request to transfer	See Note 5. Certain reductions may apply depending upon the nature of the transfer.
Location Rent/License Fee	\$1,000 - \$6,000 per month, estimated	Payable monthly on 1st day of the month; security deposit on signing of Intent to Sublease or Intent to Sublicense or when required by landlord if leased directly.	Security deposit/Advance Fee paid to leasing affiliate or landlord (in our discretion); monthly rent paid to leasing affiliate or landlord/licensor (in our discretion). See Note 6
Equipment Purchase and Freight Charges	Cost of equipment plus buffer to cover freight charges, taxes, and other costs	When you place order	See <u>ITEM 5</u> and <u>ITEM 7</u>
Insurance	\$1,000 - \$6,000 per year	When you sign lease, license, Sublease or Sublicense	See Note 7
Indemnification	All liability, damages and costs, including lawyers' fees, incurred.	When incurred by us or other indemnified party	See <u>ITEM 7</u>
Noncompete Violation	\$15,000 for each competing business plus 8% of its gross sales	Upon competition	See Note 8
Confidentiality Violation	Our damages	Upon violation	See Note 9
Trademark Violation	\$250 per day	Upon violation	See Note 10
Limited Time Offering and Auto Shipment	Costs vary, depending on the product to be shipped	Varies	At this time, payable to the IPC. See Note 11
Dispute Resolution	Half of arbitration fee, except you will pay the whole fee plus costs, including lawyers' fees, management preparation time, and travel expenses if you withhold money from us or an affiliate	Your share of the arbitration fee will be due upon invoicing from the third party	See Note 12

<b>Type of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
	initiatives. Usually paid to a third party		pre-authorized account on behalf of us or a third party. See Note 15
Restaurant Design Charge	<p>Currently, as follows:</p> <p>Remodels: \$1,000 for 1 original plus one revision floor plan; \$250 for additional revisions</p> <p>New Restaurants and Relocations: \$1,000 for 1 original plus 2 revision floor plans; \$250 for additional revisions</p>	Varies	<p>For remodels, the \$1,000 charge is waived if the remodel is completed within 6 months from the date the last floor plan was provided. Additional revision charges will not be waived under any circumstance.</p> <p>For new restaurants and relocations, the \$1,000 charge is waived if the buildout is completed within 12 months from the date the last floor plan was provided. Additional revision charges will not be waived under any circumstance.</p> <p>Note, you are still required to complete remodels and buildouts in accordance with the time period set forth in your franchise agreement, and failure to do so will be a default of the franchise agreement.</p>
Taxes and Other Fees	Varies by State	Payable when fee is due	See Note 16
ServSafe Certification	\$50 every two years	When you apply for and/or renew certification	Fee paid directly to ServSafe or the National Restaurant Association. This certification is currently optional, but you and/or one of your employees may be required to have and maintain this certification in the future.
Training Fee and Costs	<p>No training fee for two persons; \$7,500 for any additional persons trained.</p> <p><del>On or after June 1, 2020,</del> you <u>You</u> must pay all costs for any of your restaurant employees or managers to complete certain required online training courses</p>	<p>Payable at the time of training registration, if applicable.</p> <p>Payable when your employee attends the course</p>	Payable to us. See Note 17

of any refund of the transfer fee toward any past due amounts owed to us by the party that tendered the transfer fee under the terms of their Franchise Agreement.

Notwithstanding the above, if the transfer is cancelled for any reason and the buyer attended any portion of our training course, the full transfer fee will be retained by us as full and final payment for the training given to the buyer. Any transfer fee being refunded in connection with the foregoing will be refunded to the party that tendered the transfer fee.

If you and the buyer mutually wish to reactivate a transfer that was cancelled, and we approve the reactivation, in addition to the transfer fee, a \$1,500 US per restaurant reactivation fee (\$750.00 US per Satellite, if any) is required. We will apply any portion of the initial transfer fee paid which was not refunded or applied to outstanding amounts owed to us toward the transfer fee of the reactivated transfer. The transfer will not be reactivated until all monies and documents required to complete the transfer are received by us.

In limited circumstances, a reduction in the transfer fee may apply, as outlined below.

- Standard Transfers to new or existing franchisees: \$3,200
- Transfers to next of kin or in the context of divorce, [death or permanent disability](#): \$200
- All other transfers (additions, deletions, entity conversion, entity change of ownership, and family transfers): \$2,000, unless a lower fee is stated in your franchise agreement.

We may change, modify or eliminate any reduction in the transfer fee at any time.

You must pay all related registration fees, taxes, and preparation costs for the filing, including lawyer's costs, to the extent we can require you to do so under local law. You must cancel, and then the buyer must obtain, or you must transfer to the buyer, any permits, licenses, registrations, certifications or other consents required for leasing, constructing, or operating the restaurant. We are authorized to cancel any permits, licenses, registrations, certifications or other consents that you do not cancel within a reasonable time. Any costs for cancellation will be borne by you.

Your final purchase agreement with the buyer for the location must meet our requirements. We will not become involved in the sale of any real estate included or contemplated in your sale terms. We will not be responsible for any loss or gain resulting from any sale, failure to sell or delay of the sale of the real estate. Any such loss or gain shall be incidental, consequential, contingent and not part of the transfer of your restaurant and the Franchise Agreement.

Note 6. *Location Rent.* You pay rent for your restaurant to our leasing affiliate or the landlord of the premises (at our discretion), under either, at our option, a Sublease you enter into with our designated affiliate or a direct lease you enter with the landlord. If you enter into the Sublease, it may contain a rental rate and terms different from the master lease between the landlord and our affiliate, and we or our leasing affiliate may keep the difference between the rent under the master lease and the sublease. Each of your owners will sign and deliver to our affiliate a guarantee of the payment obligations under the Sublease. Our leasing affiliate will require you to personally guarantee the Sublease. The landlord under a direct lease may also require you to personally guarantee the lease and may require a right of first refusal if you want to transfer your restaurant. Our affiliate may assess late payment fees and other costs arising from the administration of the Sublease. Our affiliate has the same rights as the landlord on default to charge you for certain fees, to carry out repairs and to recover costs. Any right of first refusal to purchase the restaurant property provided in the master lease shall remain with our affiliate or its assignee.

In order to lease directly from the landlord in lieu of a Sublease, you must request in writing and we must approve in writing the landlord's form of lease, including any modifications, amendments, renewals or extensions of the lease. In addition, you and the landlord must execute our Franchisor Lease Rider in a form substantially similar to Exhibit D-1. You will sign the lease directly with the landlord and you will pay all costs associated with the lease.

In limited instances, we may enter into master agreements granting us a master license with the right to sublicense to you the right to operate on the premises of a third-party licensor. Under this circumstance you would be required to enter into a Sublicense for the location instead of a Sublease. We may also require you to sign a license for your restaurant, in limited circumstances, where it would be inadvisable for you to sign a Sublease or where the premises

The approved Subway® Payment Manager (“SPM”) software you must install and use to participate in the required Subway® Gift Card Program, and to offer the required integrated credit/debit, contactless and mobile device payment options is only available from us. We will license the SPM software to you.

You are required to participate in the Subway® MVP Rewards program administered by our affiliate, Subway MyWay, LLC, for all of your new and existing restaurants, including AAFES, NEXCOM and MCCS locations. You will be responsible for all costs associated with the program. As of the date of this Disclosure Document, your fees will be 1.9% of the gross sales, in addition to incidental charges and subject to any annual adjustments, for each loyalty/reward transaction made by a Subway® MVP Rewards program member at your restaurant.

The approved service provider you must use to participate in the required Subway® Gift Card Program is currently [SelectStored Value Services Solutions](#) (“SVS”), a division of Comdata Inc. [Our affiliate, SPS, has entered into a services agreement with SVS.](#) You must execute the Franchisee Participation Agreement attached as Exhibit A-11. [Please see Item 6 for fees that must be paid to SVS.](#) We may change the approved service provider from time to time.

You must obtain and use the payment terminal we designate to participate in the required Subway® MVP Rewards Program, Subway® Gift Card Program, Remote Ordering Program and to offer the required integrated credit/debit, contactless and mobile device payment options, which you may acquire from any approved supplier so long as it conforms to our specifications. Currently, there is one approved acquirer and processor for payment processing services, Adyen. The P400 payment terminal must be purchased from the third-party vendor we designate. We may change the approved terminal and processor from time to time. If your restaurant has a drive-thru, you must purchase a barcode reader from our approved supplier.

Currently, we have one approved supplier for catering call center services.

In-Store Broadcasting Network (“IBN”) is the only approved vendor for Subway® Vision, an in-store media system which includes promotional materials for the Subway® brand, third party advertisements and other entertaining information for guests.

#### *Other Approved Suppliers*

We and IPC, on the one hand, entered into an agreement with Coca-Cola North America, a division of the Coca-Cola Company (“Coke”), on the other hand, designating Coke as the sole approved supplier of certain beverage products and the equipment for those beverage products to franchisees. Under this agreement, you are obligated to enter into a Participation Agreement with Coke, and serve only certain beverages licensed by Coke, subject to limited exceptions. Franchisees of certain non-traditional locations and co-brand locations are exempt from this requirement.

Beginning January 1, 2025, PepsiCo, Inc. will be the sole approved beverage supplier for most U.S. Subway® restaurants.

In addition to Coke products, we currently designate only one approved supplier for certain other food and beverage products, and other products and materials such as cleaning products, paper products, plates and plasticware.

If you have a school lunch location, you may have only one approved supplier for some food items.

We designate one or more approved insurance brokers and their associated carrier(s) under a Gold Standard Insurance Program and you must purchase your general liability and Workers’ Compensation insurance from one of these brokers and their associated carrier(s) unless permitted otherwise.

We designate suppliers for additional menu items and equipment offered under the optional Store Option Program and Marketwide Option Program. Some of the equipment items for these programs may only be available for purchase through us from time to time. Currently, there is one approved supplier for each of the following menu items and equipment for these programs: omelet (including induction burners, pans, custom cutting board, small-wares).

SubSource, LLC, is an approved supplier of web-based software and services used in Subway® restaurants.

Suppliers may also pay booth fees, sponsorship fees and other fees to participate in franchisee trade shows or conventions. These payments may subsidize our or our affiliate's costs to hold a franchisee convention or field meeting.

We have an arrangement with a payment processing provider whereby we receive the following incentives based on payment processing volume through our provider's network at Subway® restaurants:

- For debit and prepaid transactions, we receive \$0.014 per transaction.
- For debit interchange reimbursement fees, we receive a 0.10% incentive.
- For debit prepaid interchange reimbursement fees, we receive a 0.25% incentive.

We may negotiate other arrangements with suppliers, vendors, manufacturers or distributors. We or our designee may receive the contributions we negotiate, or we may direct that any contributions we negotiate be placed into one or more funds to be used for the benefit of franchisees. We cannot guarantee that you will benefit directly from any of these contributions.

### **Overall Required Purchases**

The products or services we require you to purchase or lease from an approved supplier, or purchase or lease in accordance with our standards and specifications, are referred to collectively as your "Required Purchases." We estimate that your Required Purchases will account for approximately 66.5% to 100% of all purchases and leases necessary to open your restaurant, and approximately 29.5% to 37.5% of your annual costs to operate your restaurant. These percentages will vary based on whether you lease or purchase equipment from us and whether you participate in optional programs listed below.

#### *Optional Program Required Purchases*

If you choose to offer the following programs at the restaurant, the Required Purchases are as follows:

*Soup:* The Required Purchases of soup represent 15% of your total purchases in connection with establishing this menu offering and 100% in continuing it.

*Omelet:* The Required Purchase of the required equipment package (including induction burners, pans, custom cutting board, smallwares) may represent almost 30% of your total purchases in connection with establishing this menu offering and 100 % in continuing it.

### **Derived Revenue**

We will derive revenue from purchases you must make in connection with the operation of the restaurant as follows:

1. From direct purchases or payments made to us (used equipment, leased equipment, rental revenue, premium charge, software licenses);
2. Rebates or purchase discounts from approved suppliers you must use.

We may designate ourselves as the sole approved supplier of any item in our discretion. During 2023, we derived \$15,211 in revenue from franchisee required purchases, which is approximately 0.002% of DAL's total revenues of \$971,919,000.

The basis for the rebates paid by approved suppliers varies but approved suppliers are generally making contributions at approximately the following rates based on required franchisee purchases: \$0.03 - \$0.10 per pound; \$0.18 - \$1.00 per case; \$0.052 per bag; \$0.97 - \$1.53 per gallon; or 2% to 37% of sales dollars.

We also derive revenue from voluntary and involuntary contributions to various strategic funds, market research and development, testing, [biennial convention fees](#), and equipment and purchase discounts from approved suppliers you are not required to use. We collect and administer the contributions in our sole discretion. During 2023, we derived ~~\$100,530,813~~[in 100,530,813 in](#) revenue from these various contributions and discounts.

Sandwich Artistry Curricula and additional web-based training courses. These training courses are located in the University of Subway® section of our Subway® intranet website. If you fail the Training Equivalency Exam, you will be required to attend and successfully complete the Training Program.

If you sign the Franchise Agreement Rider, Part I.a, you or your Designated Manager and your Director of Food Services or an equivalent individual (if a different person), or, if you sign the Franchise Agreement Rider, Part II, you or your Designated Manager and your Manager of Cafeteria Services and the manager of the restaurant (if a different person) (in each case, the “Manager”), must successfully complete a training program before opening the restaurant. If the Manager is dismissed from the training program, you must appoint an individual to assume the position of the Manager to successfully complete the training program within 30 days after we give you notice. If you replace the Manager of the restaurant, the new manager must successfully complete the training program before assuming the position of manager, or at least within 30 days after the new manager replaces the prior Manager. We or a local Field Operations team member may conduct the training program locally. Training will be at a location or at locations selected by the person providing the training, which may include the city in which your restaurant will be located, or other Subway® restaurants, and may include web-based courses.

We do not charge a fee for the first two persons attending the Training Program prior to the transfer of ownership. However, we charge a cancellation fee if you fail to participate in your scheduled training or if you cancel your registration with less than 10 business days’ notice. For additional persons attending the Training Program, the training fee is \$7,500 per person. You are responsible for all of your personal expenses, and the personal expenses of your Designated Manager, Director, Manager and/or designee (as applicable), including lodging, meals and costs and transportation to and from the in-person and “on-the-job” training sites where you will train.

Your restaurant employees will be required to complete in the restaurant, the Sandwich Artistry 1 course and/or certain other training courses we designate from time to time. You will be responsible for all costs incurred in connection with this requirement.

As part of the Training Program and after you purchase your franchise, we may require you to work at an existing restaurant in your area for a minimum of 60 hours. You will be responsible for all personal expenses. Upon completion of this work, you may be required to successfully complete a test or a course on the University of Subway®, or some other assessment, as we direct. Your Business Developer or Subway Market Operations team will schedule your training shifts in an approved training restaurant. You must also complete and pass our web based training courses in order to progress in the Training Program, including, but not limited to: the Sandwich Artistry and Sandwich Artistry 2 Curricula located in the University of Subway® section of our Subway® intranet website, which will account for 10 hours of training; brand training, which will account for 1 hour of training; and ~~global anticorruption~~ [Global Anti-Bribery](#) training, which will account for 0.5 hours of training.

You or your Designated Manager may be required to pass all our assessments, business plan reviews, and other assignments during the training program, unless you are otherwise exempt. If you or your Designated Manager fails to fulfill these requirements, you or he/she will have the option to be reassessed, and, with respect to your Designated Manager, you may be required to send a replacement within 30 days. If you or he/she fail the reassessment or opt not to complete it, we may dismiss you from the Training Program, cancel your Franchise Agreement and refund one-half of your franchise fee.

In order to successfully complete the Training Program, you or your Designated Manager must have: (i) 100% participation in all components; (ii) an 80% final grade on all pre-requisite web-based training courses and the in-restaurant component of the course; and (iii) an 80% average on all assessments. You or your Designated Manager will be required to retake and successfully complete the Training Program if you or your Designated Manager fail to complete the program to our satisfaction. We will not reimburse you for any incurred expenses, including travel expenses.

Those attending training will be provided with a copy of the Code of Business Conduct (the “CBC”), which trainees must sign. The CBC requires that all staff, students and guests act in a professional manner at all times during the Training Program. Training attendees must adhere to the CBC while on our property, in training restaurants, at area hotels and while attending any of our functions, dinners and social gatherings which might be considered a Subway®

sponsored event. We may dismiss you from the Training Program and terminate your Franchise Agreement if you fail to act in accordance with the CBC. Your franchise fee will not be refunded under these circumstances. We may dismiss your Designated Manager, Director of Food Services or Manager of Cafeteria Services (as applicable) from the Training Program for failure to act in accordance with the CBC. In such an event, you will be required to appoint an individual to assume the position and satisfy our training requirements within 30 days after we give you notice. You or the Designated Manager that attends training must sign a confidentiality agreement.

We offer a portion of the Training Program by way of online webinars which are led by our FWH Trainers.. The “on-the-job” training site is a Subway® restaurant. You will be responsible for your own transportation to and from “on-the-job” training sites. Classroom work accounts for approximately 15 hours, and you will have approximately 60 hours of on-the-job training at nearby restaurants. You will also have from two to three hours of homework per evening. The full franchisee experience is a combination of virtual training, access through our University of Subway platform, in restaurant training and classroom coaching (currently classroom training is virtual).

We may modify the training courses from time to time. Any changes made to the training courses will be referenced in the Operations Manual. The Training Program uses the Operations Manual, a course workbook, and other written materials.

The Training Program is under the guidance of Nicole Misencik, Manager of Global Learning & Development department, accompanied by a full-time trainer who conducts training sessions and field engagement. Ms. Misencik has ~~10~~12 years of total training experience, including ~~3~~5 with us. The minimum educational and experience requirements for these individuals are a bachelor’s degree with training credentials or corporate training experience. Other members of FWH may assist in the Training Program. Franchisees of the training restaurants and their managers conduct the on-the-job training. All restaurant trainers must successfully complete a training program themselves and receive instruction in training methods.

The Training Program includes instruction in the following subjects:

### TRAINING PROGRAM

Subject	Hours of Prerequisite Web-Based Training Courses	Hours of Facilitated Training	Hours of On-the-Job Training
Sandwich Artistry Curricula	6.0	-	-
Global <del>Anti-Corruption</del> -Anti-Bribery	1.0	-	-
Sandwich Artistry 2 Curricula	4.0	-	-
SubwayPOS™	7.0	-	-
Control Sheets Introduction,•Mechanics & Analysis	0.5	-	-
Guest Experience & Thru-Put	2.5	-	-
Leadership	0.5	2.0	-
Scheduling Restaurant Employees	1.0	-	-
WISR Introduction, Mechanics & Analysis	1.0	2.0	-
Goal Setting & Growth Mindset		2.0	
Great Teams: Recruiting & Hiring	1.0	1.0	-
Great Teams: Developing Your Staff	-	0.5	-
Great Teams: Motivating and Inspiring Employees	1.0	0.5	-
Incident Management	1.0	-	-
Subway Reporting & LiveIQ	1.0	-	-
Food Ordering	1.0	-	-
Store Marketing & Strategies for Business Growth	-	2.0	-
In-restaurant Training	-	-	60.0
Assessments	5.0	-	-
<b>Total Hours</b>	<b>33.5</b>	<b>10.0</b>	<b>60.0</b>

**Item 21**  
**FINANCIAL STATEMENTS**

Attached as Exhibit C to this Disclosure Document are our audited financial statements, for the fiscal years ended December 31, 2023, 2022, and 2021, and our unaudited balance sheet as of March 31, 2024 and statement of income and expenses for the period ended March 31, 2024 (including a Subsequent Event Footnote describing the US Securitization Transaction).

**Item 22**  
**CONTRACTS**

The following contracts are attached to this Disclosure Document:

Franchise Agreement.....	Exhibit A
Franchise Agreement Rider.....	Exhibit A-1
Owner’s Statement .....	Exhibit A-2
Subway® POS End User License Agreement .....	Exhibit A-3
Walmart® Rider.....	Exhibit A-4
Sub-Sublease Form for Walmart® .....	Exhibit A-4-2
Auntie Anne’s® Rider .....	Exhibit A-5
NEXCOM Rider .....	Exhibit A-6
AAFES Rider .....	Exhibit A-7
MCCS Rider .....	Exhibit A-8
Co-Brand Location Rider .....	Exhibit A-9
Dual Location Test Rider .....	Exhibit A-10
Franchisee Participation Agreement (SVS) .....	Exhibit A-11
Development Agreement .....	Exhibit A-12
Multi-Unit Franchise Agreement .....	Exhibit A-13
<u>Grab &amp; Go (On-Site) Rider .....</u>	<u>Exhibit A-14</u>
<u>Pepsi Participation Agreement .....</u>	<u>Exhibit A-15</u>
Sublease.....	Exhibit D
Franchisor Lease Rider .....	Exhibit D-1
Lease Amendment .....	Exhibit D-2
Sublicense.....	Exhibit D-3
Subconcession Agreement.....	Exhibit D-4
Sub Contract.....	Exhibit D-5
Franchisee Acceptance of Renegotiation.....	Exhibit D-6
Lease and Sublease Termination Agreement.....	Exhibit D-7
Intent to Sublease.....	Exhibit E
Pre-Authorized Bank Form.....	Exhibit F
Renewal Addendum .....	Exhibit G-1
Transfer Addendum .....	Exhibit G-2
<u>Transfer Addendum (Additional Term).....</u>	<u>Exhibit G-3</u>
<u>Amendment to Franchise Agreement (Additional Term).....</u>	<u>Exhibit G-4</u>
DAL Promissory Note and Security Agreement .....	Exhibit K-1
Huntington Technology Finance Equipment Lease .....	Exhibit K-2
Subway Global Privacy Statement.....	Exhibit M
General Release .....	Exhibit O
State Addenda (including state-specific Franchise Agreement Riders).....	Exhibit P

all of the assets of the Restaurant or you, in addition to the conditions set forth above, all of the following conditions are met prior to, or concurrently with, the effective date of the assignment or transfer: (1) you must have complied with the right of first refusal set forth below; (2) all obligations of you and your owners incurred in connection with this Agreement have been assumed by the assignee and its owners; (3) you shall have paid all amounts owed to us; (4) the assignee shall have completed the training program required of new franchisees; (5) the assignee and its owners shall execute and agree to be bound by the form of franchise agreement and any ancillary agreements as are then customarily used by us in the grant of the rights described hereunder, which franchise agreement shall provide for a term no less than the then remaining term of this Agreement; (6) you shall have paid a transfer fee equal to fifty percent (50%) of our then-current standard initial franchise fee (excluding any promotions or discounts) (or, as follows: (a) standard transfer to a new or existing Subway® franchisee, \$3,200; (b) if you are transferring an interest to your spouse or child, or in the context of a divorce, [death or permanent disability](#), \$200; or (c) all other transfers, \$2,000), plus \$3,000 for any satellite Restaurant you transfer) (excluding any promotions or discounts) (or, \$1,000 for any satellite Restaurant that has been established for one year or less); (7) the assignee shall present evidence satisfactory to us that it has the right to remain in possession of the Premises for the term of assignee's franchise agreement; (8) you and your owners shall have executed a general release, in form satisfactory to us, of any and all claims against us and our affiliates, BDs, officers, directors, owners, employees and agents; (9) you and your owners must abide by the terms of this Agreement which by their nature survive termination, including without limitation the post-termination covenant not to compete set forth in Section 23; and (10) the transferee execute our then-current form of Transfer Addendum.

3. In conjunction with our consideration of consenting to a proposed transfer, we shall prepare an itemized written assessment of the need for refurbishing and/or remodeling of the Restaurant (the "**Remodeling Requirements**") to conform with the then-existing standards and specifications for the décor of Subway® Restaurants within the System. The Remodeling Requirements shall be forwarded to you/assignor and the proposed assignee. You/assignor shall obtain a written cost estimate from reputable contractors to complete the Remodeling Requirements and such cost estimate shall be provided to us and the proposed assignee. Completion of the Remodeling Requirements shall be your responsibility and shall be a condition of our final consent to a transfer contemplated in this Section. Funding for the Remodeling Requirements shall be the subject of negotiation and agreement by and between you/assignor and the proposed assignee. The Remodeling Requirements shall be contemplated prior to the proposed transfer, unless otherwise agreed to between us and you.

4. We shall not be obligated to consider giving our consent to any such transfer unless you have requested such consent in writing and have provided to us at least thirty (30) days in advance of the proposed transfer: your current financial statements; such other information (on such forms or via such systems that we require) including, but not limited to, the proposed sales price and terms of payment (including any and all applicable letters of intent, term sheets, purchase and sale contracts, and other relevant documents and information pertaining to the transfer); an application for a franchise completed by the proposed transferee (buyer) including personal financial statements of such proposed transferee (buyer); the cost estimate of the Remodeling Requirements, and the opportunity to conduct an in-person interview with such proposed transferee (buyer).

5. The transfer fee may be refunded only if we have not yet issued the consent-to-transfer, and you and the buyer cancel the transfer. However, if the consent-to-transfer has already been issued, and (i) you and/or the buyer cancel the transfer, or (ii) we cancel the

**EXHIBIT A-1  
FRANCHISE AGREEMENT RIDER**

This Rider (“**Rider**”) dated \_\_\_\_\_ (the “**Effective Date**”) amends and supplements the Franchise Agreement, including any provisions modified by any other riders or addenda to the Franchise Agreement (the “**Franchise Agreement**”) between Doctor’s Associates LLC, a Delaware limited liability company (“**we**”, “**us**” or “**DAL**”), and (“**you**”), a \_\_\_\_\_

(*please specify type of entity*). The Franchise Agreement, as amended by this Rider, will be called this “**Agreement**”. Any terms used but not otherwise defined in this Rider shall have the meaning given to them in the Franchise Agreement.

**Check all circumstances that apply:**

\_\_\_\_ (1) You are an approved convenience store operator, a food service management company or other company that a) owns, leases or controls the premises where the restaurant will be located, b) provides its own food services, and c) meets our current qualifications regarding number of outlets or net worth; or you are a cooperative, foundation, a qualified non-profit charity, ~~hospital~~, university, college, other school, or an Indian nation, or governmental agency or entity; or the non-traditional location you are purchasing is located within a hospital (“Approved Non-Traditional Entity Franchisee”)

\_\_\_\_ (2) You are a Qualified FSP (defined in Part III of this Rider);

\_\_\_\_ (3) You are purchasing your franchise for a non-traditional location for which you own, lease or control the premises but you are not an Approved Non-Traditional Entity Franchisee;

\_\_\_\_ (4) You are an organization that operates a facility that offers support services within the community and are signing this Agreement to establish a restaurant for the purpose of providing job training to individuals with barriers to employment;

\_\_\_\_ (5) You are a school board, school district, municipality, institutional food service provider, or an existing franchisee and are signing this Agreement to establish a restaurant in a school (grades K-12);

\_\_\_\_ (6) Due to restrictions in state law, your operation of the Restaurant located in a K-12 School will be managed by \_\_\_\_\_, who is a Qualified FSP that also operates other Subway® Restaurants as a franchisee under the terms of the Subway® Franchise Agreement. Since without the state law restrictions the FSP would instead be allowed to be the direct operator of the Restaurant, we will allow you to take advantage of the reduction in advertising fee that we would otherwise grant to a Qualified FSP;

\_\_\_\_ (7) You are purchasing a franchise for a Restaurant located in a Theme Park, National Park or Airport Terminal, (each defined in Part III of this Rider); and/or

\_\_\_\_ (8) You want to operate the Restaurant as a limited Subway® restaurant (sometimes also referred to as the “**Satellite Restaurant**”), at a specific location close to an existing operating Subway® restaurant you own. Your existing operating Subway® restaurant is identified as store number \_\_\_\_\_, located \_\_\_\_\_ at \_\_\_\_\_ (the

You will pay to us weekly, on the day of the week that we specify in writing, a reduced Advertising Contribution ~~of % of your total weekly Gross Sales~~ as stated in the Key Contract Data page of your Franchise Agreement.

**II.** During the term of this Agreement, we grant you: A sublicense under the License to develop and operate the Restaurant at a Naval Exchange location, for the term indicated in the License.

**III.** In regard to the License of the Restaurant:

(i.) You will open the Restaurant by the date provided in the License, as it may be amended, or this Agreement automatically expires. We will not grant you an extension or refund the Franchise Fee if this Agreement automatically expires.

(ii.) Before opening, you must successfully complete our training program. You may be dismissed from the training program and this Agreement may be terminated with no refund of your franchise fee if you materially fail to act in accordance with the Code of Business Conduct during the training program. You may be required to pass our standardized test given during the training program, with one retest permitted. If you fail the standardized test, we may dismiss you from the training program, cancel this Agreement and refund one-half (1/2) of your Franchise Fee. If more than one individual signs this Agreement, any one of the individuals who fails the standardized test may be dismissed from the training program and removed from this Agreement with no refund of the Franchise Fee.

(iii.) Because the Restaurant will be located at a Naval Exchange location established under the terms of the License and this Agreement, we do not require a Sublease. All references to the Sublease in this Agreement are deemed deleted. You will be bound by the terms of the License, as amended, between us and NEXCOM which is specifically incorporated into this Agreement. You agree to perform all of our obligations as Licensee and/or Contractor under the License, to develop and operate the Restaurant, at your sole expense. We or our designee will attempt to secure a fair monthly commission for the premises but we cannot represent it will be the best available fee for name brand fast food locations operating at Naval Exchange locations.

(iv.) You will construct, equip, and open the Restaurant in accordance with the specifications in the Operations Manual and the License.

**IV.** You acknowledge and agree that by virtue of operating the Restaurant at a Naval Exchange location, you will be subject to specific laws, rules and regulations enumerated in the License, including but not limited to the Service Contract Act and wage determinations issued by the United States Department of Labor. You are solely responsible for complying with these specific laws, rules and regulations.

**V.** You will operate the Restaurant in accordance with the Operations Manual, which contains mandatory and suggested specifications, standards and operating procedures and may be updated as a result of experience or changes in the law or marketplace (the "**Operations Manual**") as well as the License. If any provision of the Operations Manual conflicts with the License, the License will control.

**VI.** Your insurance policy must meet our requirements and NEXCOM's requirements, including coverage limits and specified additional insureds, as set forth in the Operations Manual and the License. To the extent of any conflict between the insurance requirements set forth in the Operations Manual and the insurance requirements set forth in the License, the requirements in the License will govern. You must also purchase the insurance required by state law. You will require any subcontractor or general contractor you hire in connection with the construction or remodel of the Restaurant to abide by the insurance requirements in the License.

**EXHIBIT A-7  
AAFES RIDER**

This AAFES Rider (“**Rider**”) dated \_\_\_\_\_ (the “**Effective Date**”) amends and supplements the Franchise Agreement of the same date including any Riders and any Addenda to the Franchise Agreement (the “**Franchise Agreement**”) between Doctor’s Associates LLC, a ~~Florida~~Delaware limited liability company, (“**we**” or “**us**” or “**DAL**”), and \_\_\_\_\_

(“**you**”). DAL and you may also be referred to herein as “**party**” or “**parties**”. The Franchise Agreement, as amended by this Rider, will be called this “**Agreement**.” Capitalized terms used in this Rider that are defined in the Franchise Agreement will have the meanings given to them in the Franchise Agreement.

**RECITALS**

- R.1.** We entered into a negotiated contract with the Army and Air Force Exchange Service (“**AAFES**”) dated \_\_\_\_\_ (the “**Contract**”). The parties acknowledge and agree that the Contract may be further amended during the term of the Contract to include certain modifications requested by AAFES through a modification of contract, amendment or delivery/task order (the “**Modification of Contract**”). A copy of the Contract, including any valid existing Modifications of Contract, is attached to this Agreement as Exhibit I. The Contract, including any valid, existing Modifications of Contract and any future valid Modifications of Contract, is incorporated into this Agreement by reference.
- R.2.** The Contract permits us to develop and operate, and subcontract others to develop and operate a Subway® restaurant at a designated AAFES facility.
- R.3.** Subject to the terms of the Contract and this Agreement, by signing this Rider, we will subcontract the development and operation of a Subway® restaurant at the designated AAFES facility to you on the following terms and conditions.
- R.4.** From time to time the parties acknowledge that they may execute amendments to this Agreement to acknowledge and agree to be bound by specific terms of certain Modifications of Contract, and you agree to cooperate with us in good faith to execute any such amendments.

**AGREEMENT**

Acknowledging and agreeing to each of the Recitals above, which are added to the Recitals of the Franchise Agreement and are herein incorporated by reference in the Franchise Agreement, and notwithstanding any provisions of the Franchise Agreement to the contrary, the parties agree to amend and supplement the Franchise Agreement as follows:

- I.** You will pay AAFES a percentage of the total adjusted gross sales from the Restaurant as set forth in the Contract on a monthly basis (the “**Fee Payment**”) as well as any other charges due to AAFES under the Contract.

In the event that you fail to make any payment required under the Franchise Agreement or Contract, we may make such payment on your behalf and you will reimburse us.

You will pay to us weekly, on the day of the week that we specify in writing, a reduced Advertising Contribution of 20.5% of your total weekly Gross Sales.

- II.** During the term of this Agreement, we grant you: A subcontract under the Contract to develop and operate the Restaurant at the designated AAFES facility.

**IN WITNESS WHEREOF**, the parties have executed this Rider, as of the Effective Date.

**FRANCHISOR:**

**DOCTOR'S ASSOCIATES LLC**

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

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

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

**FRANCHISEE:**

*If an entity*

\_\_\_\_\_

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

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

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

*If individual(s)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DAL AAFES Rider ~~0804/23~~24 amended 06/24

**EXHIBIT G-1  
RENEWAL ADDENDUM**

This Renewal Addendum (“**Addendum**”), dated \_\_\_\_\_ (the “**Effective Date**”), between Doctor’s Associates LLC, a Delaware limited liability company (“**we**”, “**us**” or “**DAL**”), and \_\_\_\_\_ (“**you**”), amends the Franchise Agreement, applicable riders and addenda, between the parties dated effective as of \_\_\_\_\_ (the “**Successor Agreement**”) for a Subway® Restaurant located at \_\_\_\_\_ (the “**Site**”). This Addendum modifies certain aspects of the Successor Agreement to reflect the fact that you are obtaining a successor franchise and that you are an experienced operator of a Subway® Restaurant.

**AGREEMENT:**

**I. Incorporation and Precedence.** This Addendum: (a) is an integral part of, and is incorporated into the Successor Agreement; and (b) governs, controls and supersedes any inconsistent or conflicting provisions of the Successor Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Successor Agreement. Any references to the Successor Agreement also include this Addendum, unless the context expressly provides otherwise.

**II. Status.** You have been operating a Restaurant ~~at the Site~~ since \_\_\_\_\_ under the Franchise Agreement (the “**Prior Agreement**”). The Prior Agreement has an expiration date of \_\_\_\_\_, and you want to obtain a successor franchise from us pursuant to the Prior Agreement.

**III. Successor Agreement Expiration Date.** Parties acknowledge that the Successor Agreement ~~was signed on \_\_\_\_\_.~~ ~~The Agreement Date as set forth in the Successor Agreement is hereby amended to \_\_\_\_\_, which date represents the~~ expires on \_\_\_\_\_. This expiration date ~~of~~ may include term remaining on the Prior Agreement: in addition to the 20-year term. This paragraph amends section 3.A. Term and Renewal of the Successor Agreement.

**IV. Renewal Fee.** On the Agreement Date, you will pay us by wire transfer the Renewal Fee of \$ \_\_\_\_\_. You are not required to pay us our initial franchise fee under the Successor Agreement.

**V. No Further Renewal Right.** You will have no further right to renew the Successor Agreement after the expiration of the Term.

**VI. Pre-Opening Matters.** Since you have been operating the Restaurant since \_\_\_\_\_, neither you nor we will have any obligations that otherwise would apply prior to the opening of the Restaurant, including site selection, pre-opening assistance or grand opening assistance or advertising, or initial training.

**VII. Releases:** You must sign and deliver to us a release in the form attached as Exhibit “A”;

**VIII. Entire Agreement; Amendment.** The remaining terms of the Successor Agreement are unaffected by this Addendum and remain binding on the parties. The Successor Agreement, as amended and supplemented by this Addendum, contains the entire understanding of the parties. The parties can amend the Successor Agreement further only in a signed writing. The provisions of the Successor Agreement, as amended and supplemented by this Addendum, are ratified and affirmed. To the extent the terms of this Addendum and the terms of the Successor Agreement conflict, the terms of this Addendum shall control.

**IX. Acknowledgement.** You acknowledge and agree you read and understand this Addendum and the Successor Agreement and consent to be bound by all the terms and conditions of the Successor Agreement, as amended and supplemented by this Addendum.

~~*{Remainder of page intentionally left blank}*~~

IN WITNESS WHEREOF, the parties have executed this Addendum, as of the Agreement Date.

**FRANCHISOR:  
DOCTOR'S ASSOCIATES LLC**

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

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

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

**FRANCHISEE:**

*If an entity*

\_\_\_\_\_

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

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

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

*If individual(s)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DAL Renewal Addendum 04/24 amended ~~06~~11/24

**IN WITNESS WHEREOF**, the parties have executed this Addendum, as of the Effective Date.

**FRANCHISOR:  
DOCTOR'S ASSOCIATES LLC**

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

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

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

**FRANCHISEE:**

*If an entity*

\_\_\_\_\_

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

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

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

*If individual(s)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DAL Transfer Addendum 04/2024 amended 0611/2024

**EXHIBIT G-3**  
**TRANSFER ADDENDUM**

This Transfer Addendum (“**Addendum**”) dated \_\_\_\_\_ (the “**Effective Date**”) amends and supplements the Franchise Agreement of the same date, including provisions modified by any Addenda to the Franchise Agreement (the “**Franchise Agreement**”) between Doctor’s Associates LLC, a Delaware limited liability company (“**we**”, “**us**” or “**DAL**”), and \_\_\_\_\_ (“**you**”). This Addendum modifies certain aspects of the Franchise Agreement to reflect the fact that you are purchasing an existing Restaurant. All capitalized terms in this Addendum have the same meaning given to them in the Franchise Agreement.

**AGREEMENT:**

**I. Incorporation and Precedence.** This Addendum: (a) is an integral part of, and is incorporated into, the Franchise Agreement; and (b) governs, controls and supersedes any inconsistent or conflicting provisions of the Franchise Agreement. Terms not otherwise defined in this Addendum have the meanings as defined in the Franchise Agreement. Any references to the Franchise Agreement also include this Addendum, unless the context expressly provides otherwise.

**II. Term of Franchise Agreement.** The Franchise Agreement term expires on \_\_\_\_\_ unless sooner terminated pursuant to the Franchise Agreement. Pursuant to your request, this reflects the remaining term on the franchise for the Restaurant plus an additional purchased term agreed to by you and DAL.

**III. Term Franchise Fee.** Franchisee shall pay to Franchisor a Term franchise fee of U.S. \$ \_\_\_\_\_ upon the execution of this Agreement.

**IV. Remodel Obligations.** You agree to complete a remodel of the Restaurant no later than \_\_\_\_\_ in accordance with the current remodel requirements set forth in the Confidential Operations Manual as published on our intranet website ‘The Feed’ and as further detailed in the floor plan of the Restaurant.

**V. Equipment Obligations.** No later than ninety (90) days after the Agreement date, you agree to upgrade or replace any equipment in accordance with the equipment requirements set forth in the Confidential Operations Manual as published on our intranet website ‘The Feed’. The parties agree that time is of the essence with respect to your equipment obligations.

**VI. Entire Agreement; Amendment.** The remaining terms of the Franchise Agreement are unaffected by this Addendum and remain binding on the parties. The Franchise Agreement, as amended and supplemented by this Addendum, contains the entire understanding of the parties. The parties can amend the Franchise Agreement further only in a signed writing. The provisions of the Franchise Agreement, as amended and supplemented by this Addendum, are ratified and affirmed. To the extent the terms of this Addendum and the terms of the Franchise Agreement conflict, the terms of this Addendum shall control.

**VII. Acknowledgement.** You acknowledge and agree you read and understand this Addendum and the Franchise Agreement and consent to be bound by all the terms and conditions of the Franchise Agreement, as amended and supplemented by this Addendum.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have executed this Addendum, as of the Effective Date.

**FRANCHISOR:**  
**DOCTOR'S ASSOCIATES LLC**

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

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

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

**FRANCHISEE:**

*If an entity*

\_\_\_\_\_

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

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

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

*If individual(s)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT G-4

Franchise # \_\_\_\_\_

AMENDMENT  
TO FRANCHISE AGREEMENT

This Amendment (“**Amendment**”) dated \_\_\_\_\_ (the “**Effective Date**”) amends and supplements the Franchise Agreement, including any provisions modified by any other amendments, riders or addenda to the Franchise Agreement (the “**Franchise Agreement**”) between Doctor’s Associates LLC, a Delaware limited liability company (“**we**”, “**us**” or “**DAL**”), and \_\_\_\_\_ (“**you**”), a \_\_\_\_\_ (please specify type of entity). Any terms used but not otherwise defined in this Amendment shall have the meaning given to them in the Franchise Agreement.

RECITALS

WHEREAS, DAL and you are parties to the Subway® Franchise Agreement dated \_\_\_\_\_ (the “**Existing Franchise Agreement**”) with respect to the operation of a Subway® restaurant located at \_\_\_\_\_.

WHEREAS, you have requested, and we have granted approval for you to purchase additional franchise agreement term and to enter into the new Franchise Agreement.

WHEREAS, the parties agree to amend the Franchise Agreement, subject to the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which by this reference are incorporated herein, and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to amend the Franchise Agreement as follows:

1. Termination of Existing Franchise Agreement

As of the Effective Date, the parties agree to: (i) terminate the Existing Franchise Agreement in accordance with DAL’s current form of mutual termination agreement; and (ii) enter into the new Franchise Agreement, which is amended by this Amendment.

2. Term of Franchise Agreement

The Franchise Agreement shall expire on \_\_\_\_\_, unless sooner terminated pursuant to the Franchise Agreement (the “**Term**”). This Term reflects the remaining term of the previous franchise agreement entered into for the Restaurant plus an additional purchased term agreed to by you and DAL.

3. Term Franchise Fee

Franchisee shall pay to Franchisor a Term franchise fee of U.S. \$ \_\_\_\_\_ upon the execution of this Agreement.

**4. General Provisions**

The Franchise Agreement, as amended and supplemented by this Amendment, contains the entire understanding of the parties. The parties can amend the Franchise Agreement further only in a signed writing. In the event of a conflict between the Franchise Agreement and this Amendment, the terms of this Amendment shall control. Except as amended or modified by this Amendment, the terms of the Franchise Agreement remain in full force and effect.

You acknowledge you read and understand this Amendment and the Franchise Agreement, and consent to be bound by all the terms and conditions of the Franchise Agreement, as amended, and supplemented by this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment, as of the Effective Date.

**FRANCHISOR:**

**DOCTOR'S ASSOCIATES LLC**

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

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

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

**FRANCHISEE:**

*If an entity*

\_\_\_\_\_

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

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

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

*If individual(s)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT L LITIGATION

We and our affiliates are sometimes named as parties to lawsuits brought by people who claim injury from eating, working or being in a Subway® restaurant, even though the restaurant is owned and operated by a franchisee. The franchisee and others are usually also named as parties in these cases. These lawsuits include claims arising from cases of hepatitis or other illness which the customers claim they contracted at the restaurant, or from a death, assault or personal injury which results from an accident (e.g., slip and fall), employment or a robbery or other criminal act by a third party. We and our affiliates maintain insurance coverage against liability for these actions and vigorously contest them. You are also required under your Franchise Agreement to maintain insurance against these risks. See Item 14. We believe these types of lawsuits are ordinary routine litigation, covered by insurance, and not material. We choose to disclose these matters to you generally to point out the types of lawsuits which might arise from the operation of your restaurant and to stress to you the importance of maintaining adequate insurance coverage. There have also been highly publicized cases recently where juries have found other franchisors liable for injuries resulting from a franchisee's operations, and we believe you would like to be aware that we, our affiliates and franchisees are sometimes sued because of events which occur at independently owned and operated restaurants. Any references in the actions below to Doctor's Associates Inc. or DAI, the prior system owner, are deemed to refer to Doctor's Associates LLC, which is Doctor's Associates' new name post conversion from a corporation to a limited liability company pursuant to the internal corporate restructure project described in Item 1 of this Disclosure Document (the "Restructure"). Additional entities referenced in this Exhibit also changed their corporate status as part of the Restructure, as follows:

Entity	Name After Restructure
Subway Restaurants, Inc.	Subway Restaurants, LLC
<del>Subway Subs, Inc.</del>	<del>Subway Subs, LLC</del>
Subway Sandwich Shops, Inc.	Subway Sandwich Shops, LLC
Subway Real Estate Corp.	Subway Realty, LLC
Subway Franchise Systems of Canada, Ltd.	Subway Franchise Systems of Canada, ULC

[In addition, following the Restructure, DAL redomesticated from a Florida limited liability company to a Delaware limited liability company, as described in Item 1.](#) Any references below in this Exhibit to these entities are deemed to refer to the entity's new name post conversion as indicated in the list above.

### A. Pending Actions:

- 1) Direction Régionale des Entreprises, de la Concurrence, de la Consommation, du Travail et de l'Emploi ("DIRECCTE") Plaintiff, v. Subway International, B.V. ("SIBV") and Subway Realty of France ("SROF"), Defendants. Plaintiff, a branch of the French government, claims that SIBV's Franchise Agreement contains invalid clauses under French law creating a significant imbalance between the rights and obligations of SIBV and its franchisees and asked, in 2016, the Paris Commercial Court, among other things, to: (i) declare several clauses of the franchise agreement significantly imbalanced and annul them, (ii) order SIBV to cease these practices, (iii) sentence Defendants to pay a fine of Euros 2 million and (iv) order the publication of the decision in three French newspapers. About thirty franchisees and ex-franchisees decided to join the proceedings. After issuing two preliminary rulings on May 28, 2019 and January 21, 2020, The court found on October 13, 2020 that certain portions of the franchise agreement were significantly imbalanced and therefore null and void and needed to be revised, and a fine of €500,000 was imposed, lower than the €2,000,000 that the DIRECCTE requested. On January 15, 2021, SIBV and SROF filed an appeal against the preliminary rulings of 2019 and 2020 and the ruling on the merits of October 13, 2020 with the Paris Court of Appeal. The appeal is pending.

On February 9 and 15, 2021, certain intervenor franchisees and ex-franchisees requested and obtained from the Paris Commercial Court that it reopens the proceedings to rule on their claims for damages. SIBV and SROF filed submissions to request that the stay of proceedings be maintained pending the final decision of the Paris Court of Appeal on the appeal against the three aforementioned judgments. On July 6, 2021, the Paris

which states that the Constitutional Court has ruled in favor of SIBV, rejecting Plaintiff's motion of unconstitutionality. ~~Waiting~~We are waiting for this final decision to be published to close the matter.

- 3) Doctor's Associates LLC v. Lawrence M. Walker (United States District Court, District of Connecticut, Case No. 3:22-cv-1227). On September 30, 2022, DAL filed its Petition to Compel Arbitration in response to a complaint filed by former franchisee Lawrence M. Walker in the state court in Memphis, Tennessee on August 30, 2022. On January 31, 2023, the U.S. District Court for the District of Connecticut entered an Order granting DAL's Petition to Compel Arbitration. The court specifically found that Walker was properly served but failed to respond to the Petition, and, on February 1, 2023, the court entered judgment. The Tennessee complaint alleges generally that DAL breached the Franchise Agreement, that the Franchise Agreement imposed "onerous and impractical requirements" on Walker, and that DAL took adverse actions against Walker. Walker further alleges that DAL's Business Developers, Greg Ring and Jacob Ring, conspired with DAL to give Walker incorrect advice and deprive him of benefits. The core of Walker's allegations ~~arise~~arises from his termination as a franchisee wherein Walker executed a Stipulated Award which Walker subsequently breached. DAL filed an appearance and a Motion to Stay the Tennessee litigation pending the outcome of the U.S. District Court-ordered arbitration. The Tennessee state court granted DAL's Motion. Thereafter, Walker filed for bankruptcy- in the U.S. Bankruptcy Court Western District of Tennessee. Proceedings continued against Walker's insurance carrier in Tennessee state court. On August 2, 2024, Walker (as Debtor) filed a Motion to Approve Settlement between Walker and his insurance carrier. The hearing scheduled for October 29, 2024.
  
- 4) Subway Developments 2000 Inc. v. Subway Franchise Systems of Canada, ULC (American Arbitration Association Case # 01-22-0004-3305). On August 15, 2022, ~~the Company~~SFSC issued a notice of termination to one of its Business Development Agents ("BDA") for fundamentally breaching its obligations under two Development Agent Agreements ("DAAs"). The BDA filed an arbitration with the International Center for Dispute Resolution, which is part of the American Arbitration Association ("AAA") against ~~the Company~~SFSC on October 13, 2022 claiming the termination of the DAAs was invalid and seeking ultimately asserting claims for damages for ~~the Company's~~SFSC's alleged wrongful termination of the DAAs ~~and is claiming damages~~ that approximately range between \$60 million and \$86 million, or an amount deemed just by the arbitrator, for alleged losses of income, financial losses arising from termination of the DAAs, out of pocket damages and aggravated, exemplary and/or punitive damages. The arbitration includes allegations that SFSC unilaterally modified the ~~DA—Agreements~~DAAs; executed its rights under the ~~DA—Agreements~~DAAs in bad faith; misappropriated and misused the ~~BD's~~BDA's financial information; improperly terminated the ~~DA—Agreements~~DAAs in bad faith and without right; that SFSC continued to act in bad faith towards the ~~BDBDA~~ by soliciting the ~~BD's~~BDA's employees, ~~—~~ and failing to pay the ~~BDBDA~~ amounts owed under the ~~DA—Agreements~~DAAs. Evidentiary hearings were held in May 2023, and closing arguments for the arbitration occurred in August 2023, ~~and the arbitrator's decision has not been rendered~~. On January 26, 2024, ~~the Company~~SFSC filed in the U.S. District Court of the Southern District of New York, a Petition to Vacate an interim award rendered by the AAA's arbitrator dated January 12, 2024, which pertained to ~~the Company's~~SFSC's ongoing obligations to the BDA during the arbitral proceedings until a final award is rendered ("Interim Order"). On March 15, 2024, the BDA ~~filed~~responded by filing in the U.S. District Court of the Southern District of New York a Motion (I) to Dismiss SFSC's Petition to Vacate Arbitration Award, and in the alternative, (II) to Confirm the Arbitration Award. ~~The Company has until March 29th, 2024 to reply to the BDA's filing~~On March 27, 2024, the BDA filed an Originating Application with the Court of King's Bench of Alberta seeking namely to recognize and enforce the Interim Order as a judgment of the Court of King's Bench of Alberta. SFSC has taken steps to defend itself and to respond to the BDA's Originating Application before the Court of King's Bench of Alberta. On June 20, 2024, the United States District Court for the Southern District in New York denied SFSC's petition to vacate and granted the BDA's petition to confirm the Interim Order. On July 25, 2024, the arbitrator entered a partial final award finding that SFSC wrongfully terminated the DAAs because the breaches of the DAAs were not material, and even if they were, the BDA was not provided sufficient notice and an opportunity to cure under the DAAs. The arbitrator postponed a determination on damages. The arbitrator reserved and retained jurisdiction over the issues of declaratory relief, reinstatement, damages, the allocation of attorneys' fees and costs, administrative fees of the AAA and the compensation and expenses of the arbitrator. On August 9, 2024, the BDA filed a petition for confirmation, recognition, and enforcement of arbitral award in the United States District Court for the Southern District of New York, arguing that the partial final award was final because the parties agreed to bifurcation. On October 14, 2024, SFSC filed a motion to dismiss the petition because it is not a final award, and the parties did not

agree to bifurcation. SFSC also opposed the petition to confirm the partial final award and alternatively filed a petition to vacate the award. The arbitrator requested further briefing on the damages issues and the arbitrator's decision on damages is scheduled for December 20, 2024. In person cross examinations on the monthly payments issues are scheduled for January 8-10, 2025. SFSC intends to continue contesting and fully defending itself in all these matters. It is not known as of this date when a final ~~decision~~award will be rendered by the ~~U.S. District Court~~arbitrator.

- 5) Subway Franchise Restaurants of Canada ULC. and Subway Franchise Systems of Canada, ULC v. Abbas Pouya' Marzieh Pouya and Ali Reza Haghghi Baghal (Ontario Superior Court of Justice court file no. CV-22-00675214-0000). On January 14, 2022, Subway Franchise Restaurants of Canada ULC ("SFRC") and Subway Franchise Systems of Canada, ULC ("SFSC") filed a statement of claim against the defendants and former franchisees Abbas Pouya' Marzieh Pouya and Ali Reza Haghghi Baghal (collectively referred to as "Franchisees") seeking damages for breach of contract in the amount of \$74,022.48, resulting notably from lease liability that SFRC had to pay to the landlord after the Franchisees decided to close their restaurant and which the Franchisees refused to reimburse. On or around May 12, 2022, the Franchisees filed a statement of Defence and Crossclaim against SFSC and SFRC in which they claim damages of \$300,000 resulting from SFSC's violation of the statutory duty of good faith and fair dealing towards the Franchisees. The Franchisees alleged that SFSC violated its statutory obligation when SFSC and SFRC representatives provided misleading advice to the Franchisees by failing to disclose the availability of COVID-19 relief before advising the Franchisees to abandon their restaurant. SFRC and SFSC intend to contest the Franchisees allegations and cross-claim and have not yet filed their defense to the Franchisees Cross-Claim.
- 6) Sang W. Ji, et al., Claimants, v. Franchise World Headquarters, LLC, Respondents (American Arbitration Association Case No. 01-22-0005-0163). On November 30, 2022, Claimants, a group of Subway franchisees, filed this demand for arbitration with the American Arbitration Association in Bridgeport, Connecticut. They seek a declaratory judgment that they renewed their franchise agreements on either: (a) the same terms of their contracts in effect at the time of expiration; or, alternatively, (b) the form of franchise agreement offered by DAL at the time of expiration. We assert that for the Claimants to renew their franchises, they must sign our current form of franchise agreement since they failed to do so previously. We signed Settlement and Extension Agreements with seven of the franchisees. ~~We are in negotiations with one franchisee, and the~~One claimant withdrew from the arbitration on September 16, 2024. The final franchisee filed a separate arbitration under William Butler v. Doctor's Associates, LLC (American Arbitration Association Case # 01-23-0004-1123).
- 7) Subway Real Estate, LLC. V. Brian Reino and Dawn Reino Subway #31316; (Court of Common Pleas Lehigh County, Case No.2022-C-0553). Former franchisees Brian Reino and Dawn Reino filed an answer, affirmative defenses, and counterclaims in response to a collection action filed against them by Subway Real Estate, LLC. Brian and Dawn Reino claim that they were fraudulently induced to purchase Subway Restaurant #31316 due to alleged misrepresentations made to them by the business development agent. They allege that the business development agent made misrepresentations about the historical earning and the condition of the equipment in the Subway restaurant, which they purchased from another franchisee. Subway Real Estate, LLC filed a motion to stay the proceeding pending arbitration, which was initially denied and then granted on reconsideration on November 15, 2022. On June 16, 2022, Doctor's Associates LLC filed a petition to compel arbitration of Dawn and Brian Reino's claims under case caption Doctor's Associates LLC v. Dawn Reino, Brian Reino, United States District Court, District of Connecticut, Case No. 3:22-cv-00786-JCH. DAL's petition to compel arbitration was granted on March 28, 2023. On December 12, 2023, DAL filed a demand for arbitration against Dawn Reino and Brian Reino seeking damages under Paragraph 10 d. of the Franchise Agreement and an order that Dawn Reino and Brian Reino's claims in the Pennsylvania litigation are ~~arbitratble~~arbitrable. On June 11, 2024, an Arbitration Award was issued finding that the Reinos' claims are arbitrable, and the Reinos failed to prove that Doctor's Associates or its affiliates are liable to them for fraudulent inducement, misrepresentations, or breach of contract, and did not award with party damages.
- 8) Subway Russia Franchising Company, LLC v. Subway International, BV, Case Number: 01-20-0015-2294, filed with the American Arbitration Association on October 12, 2020. Claimants seek renewal and/or a new master franchise agreement based on negotiations between the parties prior to the expiration of the existing agreement. An order for dismissal was granted by the arbitrator, but a federal district court remanded part of

the claim for further ruling. On August 23, 2023, the arbitrator ruled in favor of SIBV on the remanded question from the district court, holding that a new master franchise agreement was not formed. ~~Our motion On May 29, 2024, SIBV's petition to confirm the arbitration ruling by the federal court is pending; claimants responded with a request that the federal court dismiss and/or set aside the arbitration ruling. The matter is fully briefed and awaiting a ruling by the federal court.~~ awards was granted, and Claimant's cross-petition to vacate denied. The Claimants have appealed this judgment, and we are vigorously defending the appeal.

- 9) Manpreet Gulri, Gurpreet Gulri, Rahul Bhalla, Chetan Arora, Sachin Kapoor v. Subway International B.V., Franchise World Headquarters LLC and Eversub India Private Limited (f/k/a Subway Systems India Private Limited, a company previously owned by Subway International B.V.), American Arbitration Association, Case Numbers 01-23-0000-4060, 01-23-0000-4064, 01-23-0000-4072, 01-23-0000-4125, 01-23-0000-4307, 01-23-0000-4324, 01-23-0000-4329. Claimants each filed separate arbitration proceedings against Respondents on December 24, 2022 claiming their Business Development Agreements were improperly terminated and/or not renewed, and misrepresentations were made by Subway International B.V. during the negotiations of a new master franchise agreements for the country of India. Claimants sought damages of \$100 million or renewal of their agreements. The matter did not get assigned to an arbitrator. Claimants have withdrawn their complaint and the matter has been dismissed.
- 10) Doctor's Associates LLC and Subway IP LLC v. Lyudmila Khononov, United States District Court, Eastern District of New York, Case Number 1:22-cv-07637-FB-RML. On December 25, 2022, Doctor's Associates LLC and Subway IP LLC filed a complaint against former Subway franchisee Lyudmilia Khononov after she closed her Subway Restaurant and reopened a sandwich restaurant called URWAY SUBS in the same location. The claim seeks damages and injunctive relief for breach of the franchise agreement post term covenant not to compete, breach of the franchise agreement post-term obligation to dis-identify, common law competition, violation of the Connecticut Unfair Trade Practices Act, and violation of NY General Business Law. Plaintiffs also filed a motion for preliminary injunction, which was denied. On January 5, 2023, Defendant filed counterclaims against Plaintiff for common law fraud, intentional misrepresentation, negligent misrepresentation, unjust enrichment, and breach of contract in connection with claims made about the tuna sold at Subway restaurants. The Parties are currently participating in court ordered mediation. On November 30, 2023, Plaintiff filed a Letter Motion for Voluntary Dismissal of Plaintiffs' Claims Without Prejudice and Stay of Defendants' Counterclaims in Favor of Arbitration, which was granted on February 26, 2024. On April 11, 2023, Doctor's Associates LLC filed a demand for arbitration seeking an order that Lyudmila Khononov's counter claims in the NY federal court action are subject to arbitration, damages for breach of the franchise agreement for violation post-term covenant not to compete and failure to dis-identify, and violation of the Connecticut Unfair Trade Practices Act. On March 6, 2024, an arbitration award was entered in favor of Doctor's Associates LLC, award it \$100,000 in damages, \$1,924.43 in costs, \$96,298.50 in legal fees, and post-judgment interest on the award. On July 30, 2024, Lyudmila Khononov filed for Chapter 11 bankruptcy in the U.S. Bankruptcy Court for the Eastern District of New York, staying further action in the litigation.
- 11) Ethan Golf v. Doctor's Associates LLC (American Arbitration Association, Case #01-23-004-7905). On October 20, 2023, the Claimant, Business Developer ("BD") Ethan Golf, filed an arbitration against the Respondent, Doctor's Associates LLC ("DAL") claiming Respondent wrongfully took actions to eliminate him as a BD from the Subway® system in violation of his BD Contract. The claims involve alleged deception concerning the extension of his contract and adding his daughter to his contract, Third Party Restaurant Evaluations, alleged failure to pay bonuses, alleged wrongful deduction of expenses from his cost sharing, alleged failure to respond to the need for product innovation, and alleged unlawful retaliation for refusing to give up his contract. The Claimant alleges breach of contract, breach of the implied covenant of good faith and fair dealing, Violation of the Washington Franchise Investment Protection Act, Contractual Indemnity, Promissory Estoppel, Violation of the Connecticut Unfair Trade Practices Act. In addition to Damages, Attorney's Fees and Interest, the Claimant seeks declaratory relief, including that the contract is subject to the Washington Franchise Investment Protection Act and an Order that requires Respondent to comply with its provisions. Respondent denied all allegations and ~~filed Affirmative Defenses,~~ on November 29, 2023. ~~The matter is currently awaiting the appointment of arbitrators.~~ filed Affirmative Defenses and Demand for Attorney's fees if it is determined that the Washington Franchise Practices Act does not apply. On August 12, 2024, the Claimant and Respondent entered into a confidential Settlement, Sale, Assignment and Release

Agreement pursuant to which the parties agreed to the termination of the BD Contract and DAL paid Claimant \$2,000,000. On August 29, 2024, Claimant and Respondent jointly withdrew all claims in the arbitration with prejudice.

- 12) Yogesh A. Bhatt and Mehboob M. Lakhpaty v. Doctor's Associates LLC (American Arbitration Association Case #01-23-0001-3594). On March 31, 2023, the Claimant Franchisees Yogesh A. Bhatt and Mehboob M. Lakhpaty filed for arbitration alleging the Respondent, Doctor s Associates, LLC ( DAL ) and its affiliate, Subway Real Estate, LLC wrongfully failed to renew the Lease and caused them to lose the location of one of their restaurants, causing it to close. Claimants further allege that DAL wrongfully allowed a new location in the closed restaurants space which negatively impacted two of their existing Restaurants nearby. Claimants allege Breach of Contract, breach of Covenant of Good Faith and Fair Dealing, Breach of Sublease, Negligent Misrepresentation, Violation of Connecticut Unfair Trade Practices Act, Violation of Texas Deceptive Trade Practices Act, and seeks preliminary and permanent injunctive relief, interest, punitive damages, and reasonable attorney's fees. On April 21, 2023, Respondent filed its Answer denying the allegations, along with Affirmative and Other Defenses, and Counterclaims. In its Counterclaims, Respondent claims breach of Contract for Lost Royalties and Advertising due to improper closure, and injunctive relief and seeks money damages and interest. ~~An arbitration hearing is scheduled for the week of May 13, 2024.~~ On May 16, 2024, the Claimant and Respondent entered into a confidential Settlement and Release Agreement pursuant to which each party agreed to dismiss their arbitration claims, DAL paid Claimant \$125,000 and granted Claimants \$125,000 in transfer fee waivers for 18 months. On May 28, 2024, Claimant and Respondent jointly withdrew all claims in the arbitration with prejudice.
- 13) William Butler v. Doctor's Associates, LLC (American Arbitration Association ("AAA") Case # 01-23-0004-1123). On September 15, 2023, Claimant filed a demand for arbitration, seeking a declaration that his 1997 Franchise Agreements for Restaurants 6016, 7661, 7663 and 14747 automatically extend to 2037, or alternatively, that the form Franchise Agreement he is required to sign is the 2017 Franchise Agreement. Claimants seek damages under the Texas Deceptive Trade Practices Act, Connecticut Unfair Trade Practices Act, and seeks attorney's fees and costs. On October 12, 2023, DAL denied the allegations and filed Affirmative Defenses and Counterclaim seeking to enjoin Claimant from the unauthorized use of its Trademark, Breach of Contract, Violation of the Lanham Act, Common Law Trademark infringement, Common Law Unfair competition, and a Declaratory Judgment that the Franchise Agreement expired on February 2, 2017. DAL seeks preliminary and permanent injunctive relief, Damages in the amount of \$450,000 and reasonable attorney's fees. On October 20, 2023, Claimant Amended the Demand to reduce the claimed amount to \$99,000. ~~The arbitration hearing is scheduled for the week of July 16, 2024.~~ and requested expedited procedures. On January 15, 2024 Respondent filed its Amended Answer, Affirmative Defenses and Counterclaims. On March 14, 2024, Respondent notified the AAA that it did not intend to move forward with its Lanham Act Infringement, Lanham Act False Designations, Common Law Trademark Infringement, and Common Law Unfair Competition Counterclaims. On June 12, 2024, the Claimant and Respondent entered into a confidential Settlement and Release Agreement pursuant to which each party agreed to dismiss their arbitration claims or counterclaims. As part of the confidential settlement, the Franchise Agreements for Restaurants 7661,7663,14747 and 6016 were extended to February 3, 2037. The Franchise Agreement for Restaurant 16386 was extended to October 14, 2034. On June 14, 2024, Claimant and Respondent jointly dismissed all claims and counterclaims in the arbitration with prejudice, with each party responsible for its own costs and fees in the arbitration, including attorney's fees.
- 14) M. Anwer Mysorewala v. Doctor's Associates LLC (#1292) (American Arbitration Association, Case No. 01-23-0000-7499). On February 21, 2023, Claimant M. Anwer Mysorewala filed for a demand for arbitration against Respondent Doctor's Associates LLC ("DAL") arising out of an expired franchise agreement. The five-count complaint requests damages for: Breach of Contract; Breach of the Covenant of Good Faith and Fair Dealing; Unjust Enrichment; Fraudulent/Negligent Misrepresentation; and Violation of the Connecticut Unfair Trade Practices Act. On March 30, 2023, DAL filed its Answer denying the allegations, Affirmative and Other Defenses, Counterclaim, and Request for Declaratory Relief. The arbitration has been stayed.

- 15) Subway Real Estate, LLC. V. Bidhan Biswas; (Supreme Court of the State of New York County of Nassau, Index No. 611442/2023). Former franchisee Bidhan Biswas filed an answer, affirmative defenses, and counterclaims in response to a collection action filed against him by Subway Real Estate, LLC. Bidhan Biswas claims that Doctor's Associates LLC did not provide proper notice of a default of his Franchise Agreement, and that he was prohibited from operating his Subway Restaurant during government mandated COVID shutdowns due to Paragraph 5.b (i) of his Franchise Agreement. He seeks damages from Doctor's Associates LLC and Subway Real Estate, LLC for rent plus royalties and advertising expenses paid for the months of March 2020 through July 2022. On January 26, 2024, Doctor's Associates LLC filed an application to compel arbitration of Bidhan Biswas' claims under case caption Doctor's Associates LLC v. Bidhan Biswas, Connecticut Superior Court, District of Ansonia/Milford, Case No. AAN-CV24-6054418-S. [DAL's application to compel arbitration was granted on August 15, 2024.](#)
- 16) John D. Clark, Brent C. Olson, Peter K. Knoff v. Doctor's Associates LLC, (American Arbitration Association, Case Number 01-24-0000-7482). On February 7, 2024, the Company issued a notice of termination of the Claimants' Business Development Agreement ("BD Agreement"), for fundamentally breaching their obligations under the terms of the BD Agreement. On February 15, 2024, the Claimants filed an arbitration proceeding against Respondent claiming their BD Agreement was improperly terminated; a violation of the Minnesota Franchise Act; a breach of contract; a breach of the covenant of good faith and fair dealing; a claim for contractual indemnity; a violation of the CT Unfair Trade Practices Act ("CUTPA"); and a reservation of right to amend their claim to seek recovery from additional parties, recovery for additional injuries and further remedies in equity or to assert additional common law and statutory theories of recovery. The Claimants are seeking an award of a preliminary and permanent injunction; an order declaring the BD Agreement to be subject to the Minnesota Franchise Act; an order requiring DAL to comply with the Minnesota Franchise Act; monetary damages; damages, costs, expenses and attorneys' fees under the Minnesota Franchise Act; pre-and post-judgment interest; reasonable attorneys' fees, expenses and costs pursuant to the common law and CUTPA; punitive damages pursuant to the common law and CUTPA; an order obligating DAL to indemnify Claimants; and any such other and further relief as the Arbitrator deems just and equitable. ~~The matter has yet to be assigned to an Arbitrator.~~ [panel of 3 Arbitrators has been selected. No date has been set for the panel's initial scheduling conference.](#)
- 17) David Coelho v. Subway International, B.V. (International Centre for Dispute Resolution Case # AAA 01-23-0004-0135). On August 17, 2023, the Company issued a notice of termination to one of his Business Development Agents ("BDA") for breaching his obligations under one Development Agent Agreements ("DAA"). The BDA filed an arbitration against the Company on September 11, 2023, claiming wrongful termination of the DAA and seeking reinstatement and unpaid termination compensation of an approximately range between \$300,000 and \$500,000. On November 8, 2023, SIBV filed and answer to Coelho Demand for Arbitration. On January 23, 2024, Claimant Coelho filed a Statement of Particulars. On February 12, 2024, SIBV filed an Answer to Claimant David Coelho's Statement of Particulars, and Statement of Defenses. On February 14, 2024, SIBV filed a Stipulation and Protective Order. On February 20, 2024, Claimant Coelho's filed a response to SIBV's counter-petition claiming wrongful termination and having multiple 5-year terms that he was entitled to renew his DAA. On February 23, 2024, Claimant Coelho's filed a Request for Documents due on March 6, 2024. This continues to be an ongoing arbitration. [On August 7, 2024, the Company executed a settlement agreement with former BD David Coelho, whereby SIBV paid the Claimant \\$750,000, the BDA was terminated, and the parties agreed to a general release.](#)
- 18) Hans Koens v. Subway International B.V. (Netherlands Arbitration Institute NAI Case No. 5163.01). On ~~10~~ November 10, 2022, SIBV issued a notice of production default to its business development agent ("BDA") for breaching his obligations under the Business Development Agent Agreement ("BDAA"). On ~~26~~ October 26, 2023, the BDA filed for arbitration against SIBV claiming wrongful issuing of notice of production default, that SIBV itself was in default of the BDAA when issuing the notice of production default and that SIBV be enjoined, under penalty of forfeiture in the amount of €100,000.00 for each day that the order is not complied with, to do and/or refrain from a number of different actions demanded by the BDA. On 21 December 2023, SIBV filed its' statement in respect to its jurisdictional defense. On ~~1~~ February 1, 2024, a hearing in respect to the jurisdictional defense took place in Amsterdam. An interim arbitral award was issued on ~~20~~ February 20, 2024. ~~This continues to be an ongoing~~ [On March 27, 2024, the Claimant and Respondent entered into a](#)

[confidential Settlement and Release Agreement pursuant to which each party agreed to dismiss their arbitration claims and SIBV paid Claimant €900,000. Claimant and Respondent jointly withdrew all claims in the arbitration.](#)

- 19) [Deirdre Anderson a/k/a Deirdre E. Edgerton, Charles Beach, Robert Jackson & Damian Bennett v. Subway International B.V. \(International Centre for Dispute Resolution Case # AAA 01-24-0000-5501\). On 27-January 27, 2023, SIBV issued a notice of default to its development agents \("DAs"\) for breaching their obligations under the Development Agent Agreement \("DAA"\). The DAs filed for arbitration against SIBV on 7-February 7, 2024, claiming wrongfully refusal of SIBV to withdraw the notice of default sent and the wrongful issuing of another notice of default on 15-December 15, 2023. The DAs claim breach of duty of good faith, the term of the DAA, enforceability of the DAA, anticipatory repudiation and fraud/fraudulent and negligent misrepresentation and omission by SIBV. The DAs seek money damages in the amount of \\$22,000,000.00. SIBV and DAs have held and initial administrative call and are in process of discussing the number of arbitrators. ~~This continues to be an ongoing~~On July 10, 2024, the Claimant and Respondent entered into a confidential Settlement and Release Agreement pursuant to which each party agreed to dismiss their arbitration claims and SIBV paid Claimant £6,500,000. Claimant and Respondent jointly withdrew all claims in the arbitration.](#)
- 20) [Brian M. Watson, et al. v. Advance Auto Parts, Inc., Thomas R. Greco, and Jeffrey W. Shepherd, United States District Court for the Eastern District of North Carolina, Western Division \(Case No. 5:23-cv-611\). On October 27, 2023, plaintiffs, a group individual investors in Advance Auto Parts, Inc., filed this action against Advance Auto Parts, Inc. and certain of its officers, including Jeff Shepherd, former EVP and CFO of Advance Auto Parts, Inc., and currently DAL's VP and Treasurer. The plaintiffs allege that defendants made false or misleading statements in violation of federal securities laws, including the Securities Exchange Act of 1934 \(the "34 Act"\), including violations of the antifraud provisions under Section 10\(b\) of the '34 Act and Rule 10b-5 promulgated thereunder, specifically related to statements made on quarterly earnings calls regarding pricing strategies and outlook for the coming year. The plaintiffs seek compensatory damages and costs and fees. A stipulation to consolidate related class action cases was filed and an order granted on February 23, 2024. The plaintiffs have been directed to file a consolidated complaint by April 15, 2024, with responses due by June 14, 2024.](#)
- 21) [Valerie Bowyer, Malerie Thompson and Roland Bowyer IV v. Laurinberg Subs, Inc., Robert F. Womack, Inc., Franchise World Headquarters, LLC, Doctor's Associates LLC, Subway US Holdings, LLC, John Does 1-10, Court of Justice Superior Court Division, State of North Carolina, docket number 23 CVS 242. On April 18, 2023, Plaintiffs filed a five-Count Complaint arising out of Hepatitis A allegations. On August 9, 2023, Subway US Holdings LLC filed a Motion for Definitive Statement. On September 5, 2023, the remaining Defendants filed Motion to Dismiss, Motion for More Definitive Statement, Answer, Defenses, Reservation of Additional Defenses, and Motion for Judgment on the Pleadings. Exposed for trial November 2025.](#)
- 22) [Victoria Varn, a Minor, By and Through Her Next of Kin and Guardian--Richard Varn, Richard Varn, Individual v. Hari Om Krupa, LLC, DBA Subway 12755, GTalley Properties, LLC, Subway Corporate Office, Anna Barton, ABC Company, and John Does 1-3, No. 24-C-126, Superior Court of Berrien County, Georgia. On August 7, 2024, Plaintiffs filed a personal injury Complaint alleging that a utensil was inside of a sandwich consumed by minor Plaintiff. Plaintiffs named fictitious "Subway Corporate Office" as defendant, in addition to the franchisee that operates the restaurant.](#)
- 23) [Eric Steven Anderson v. Subway Brasil Participacoes S.A., Subway do Brasil Ltda., Doctor's Associates LLC, Subway Franchise Systems Brazil Ltda., and Subway International Holdings B.V., 39 Civil Court of Sao Paulo \(Case No. 0019202-17.2024.8.26.0100\). On April 26, 2014, Eric Steven Anderson, a former Subway business developer, brought claims against SFSB and other DAL affiliates. The plaintiff seeks piercing of the corporate veil and BR271,012.14 \(approximately US\\$47,000\), arguing that: \(1\) the previous master franchisee's assumption of the franchise business and the termination of the MFDA left Brazilian entities created by the master franchisee financially strained and unable to meet their obligations; and \(2\) despite corporate changes resulting from the Master Franchise Agreement with the master franchisee, Subway-related entities remained](#)

under the control of Subway US. On October 10, 2024, SdB, DAL, SIHBV and SFSB filed an answer to the demand. On October 29, 2024, Plaintiff filed a response, and the judge's assistant immediately invited the defendants to file a rejoinder in 15 days, should they wish to do so, as provided for by the code of civil procedure. Our deadline to file the rejoinder is November 15, 2024. SFSB and affiliates believe the claims to be groundless and are vigorously defending against them.

24) Stephen J. Richards & Neil Denny v Subway International B.V., (International Centre for Dispute Resolution Case No. 01-24-0005-4717). On May 15, 2024, Stephen Richards and Neil Denny, former business development agents, brought claims against SIBV challenging the termination of their business development agent agreement. On July 26, 2024, the claimants filed a request for interim measures, requesting the tribunal to order the reinstatement of the business development agent agreement and SIBV to pay penalty of £50,000 per violation and £10,000 for each day or part of a day that the violation continues with a maximum of £3,000,000. A hearing on the interim measures was held on September 16, 2024, and on October 15, 2024, an Order on Interim Measures ("Order") was issued accepting the reinstatement of the business development agent agreement effective four weeks from the date of the Order. Per the Order, SIBV was not ordered to pay the claimants any damages. On November 8, 2024, the claimants and SIBV entered into a confidential Settlement and Release Agreement pursuant to which (1) the parties agreed to the termination of the Business Development Agent Agreement; (2) each party agreed to dismiss their arbitration claims; (3) the claimants agreed to withdraw their claims with the Manchester Employment Tribunal in the United Kingdom; and (4) SIBV agreed to pay claimants £8,500,000 (deducted by the claimants outstanding amounts under separate franchise agreements conclude with SIBV).

25) Subway Developments (London) Limited, London Food & Beverage Company Limited & General Foods Limited v Subway International B.V. (International Centre for Dispute Resolution, Case No. 01-24-0007-5495). On August 30, 2024, the claimants, brought claims against SIBV challenging the termination of their business development agent agreements (three separate agreements) ("BDAs"). The claimants are seeking an award declaring (1) the BDAs were improperly terminated; (2) the BDAs are reinstated; (3) the terms of the BDAs run for two additional five-year terms and SIBV cannot modify the form of the agreement to shorten the renewal terms; (4) certain provisions of the BDAs are unenforceable and following damages are awarded to the BDs: (a) damages representing remaining contract value in the amount to be more specifically determined but approximately £45,000,000; (b) damages representing goodwill indemnity pursuant to Dutch commercial agency laws in the amount to be more specifically determined but approximately £3,400,000; (c) pursuant to Dutch commercial agency laws, claimants are entitled to surplus commissions with regard to long-lasting franchise agreements and restaurants developed or an alternative lump sum amounting to an anticipated commissions; (d) Dutch statutory trade interest; (e) procedural costs and attorney fees; and (f) other legal/equitable relief deemed appropriate by arbitrator. The parties have agreed to select a panel of 3 arbitration and the deadline to select the panel is set for November 15, 2024.

26) A. Anna Tollison, et al. v. Subway Restaurants, Inc., Franchise World Headquarters, LLC, Subway Franchisee Advertising Trust Fund Ltd., Eastern District of New York (Case No. 1:24-cv-07495-CBA-SJB). On October 28, 2024 plaintiff filed a proposed class action lawsuit alleging FWH and affiliates misleadingly advertised the amount of meat included in certain sandwiches, and more specifically the Steak and Cheese, asserting claims of false, deceptive, and misleading advertising and marketing in violation of the New York Deceptive Acts and Practices Act. The proposed class is limited to those who purchased Steak and Cheese sandwiches through the Subway app or website. Plaintiff seeks statutory damages in the amount of \$550 per unit sold, as well as costs, fees, and other damages the court deems appropriate.

B. Heather Druelle, et al. v. Subway Restaurants, Inc., Middle District of North Carolina (Case No. 1:24-cv-941). On November 12, 2024, plaintiff filed a proposed class action lawsuit alleging FWH (Subway Restaurants, Inc. is not an entity) and affiliates misleadingly advertised the amount of meat included in certain sandwiches, and more specifically the Steak and Cheese, asserting claims of false, deceptive, and misleading advertising and marketing in violation of the North Carolina Unfair and Deceptive Trade Practices Act, unjust enrichment and breach of express warranty. The plaintiff alleges two proposed classes: (i) a nationwide class

made up of persons who purchased a Steak and Cheese sandwich from a Subway® restaurant from October 28, 2021 through the present, and (ii) a statewide class made up of persons in North Carolina who purchased a Steak & Cheese sandwich from a Subway® restaurant from October 28, 2021 through the present. Plaintiff seeks unspecified damages, as well as costs, fees, and other damages the court deems appropriate.

**B. Civil Actions Which Have Been Settled, Dismissed, Reached Judgment or Withdrawn Prior to Final Judgment:**

27) ~~21)~~ Chukwama Osuji v. Doctor's Associates, Inc. (American Arbitration Association case no. 01-23-0000-2132). On January 18, 2023, Chukwama Osuji, a former Subway franchisee, filed a demand for arbitration against Doctor's Associates, Inc., which is now known as Doctor's Associates LLC, claiming breach of contract, breach of the covenant of good faith and fair dealing, and "other business torts". The demand for arbitration alleges that Claimant's franchise agreement was improperly terminated, and that Respondent converted Claimant's personal property after he was evicted from the premises where the Subway Restaurant was located. On June 7, 2023, Doctor's Associates LLC filed a Motion to Dismiss on the basis that Mr. Osuji's claims are barred by the statute of limitations. On June 21, 2023, Mr. Osuji filed an Opposition to Respondent's Motion to Dismiss. The Arbitrator rendered and award granting Doctor's Associates LLC's motion to dismiss on August 21, 2023 disposing on the entire case. On October 2, 2023 Doctor's Associates LLC filed an Application to Confirm Arbitration award in Connecticut Superior Court, District of Ansonia/Milford, Case No. AAN-CV23-6052915-S. The Connecticut Superior Court entered a judgment confirming the arbitration award on November 6, 2023.

28) ~~22)~~ Subway Franchise Systems of Canada, ULC V. Serge Massé and Julien Dupont (American Arbitration Association Case # 01-23-0000-8586-1-ER). On March 1, 2023 Subway Franchise Systems of Canada, ULC filed a Notice of Arbitration against the Respondent Serge Massé and Julien Dupont claiming declaratory relief that the Franchise Agreement was properly terminated as well as damages resulting from the breach and termination of the Franchise Agreement. On June 14, 2023, Respondent Mr. Massé filed a Response to the Notice of Arbitration whereby he alleges that the damages claimed result from Applicant Subway Franchise Systems of Canada, ULC's own fault, and that he has no legal interest in these proceedings because had it not been for the Applicant Subway Franchise Systems of Canada, ULC's bad faith and neglect, he would have been removed from the Franchise Agreement on a timely basis, prior to Applicant Subway Franchise Systems of Canada, ULC's termination of the Franchise agreement. Subway Franchise Systems of Canada, ULC intends to reply to Respondent Mr. Massé's allegations and Response. On or around September 8, 2023, the parties entered into a settlement agreement, whereby the Respondents, without admission of wrongdoing, agreed to release the Company and pay the Company \$71,800.11 CAD. Respondents were permitted to transfer the restaurant. All claims and counterclaims were withdrawn.

29) ~~23)~~ Aaron Ireland and Lynette Ireland, Applicants v. Subway Systems Australia Pty Ltd and Subway Realty Pty Ltd, Respondents (Victorian Civil and Administrative Tribunal, Registry No. R43/2012). On February 20, 2012, the Applicants claimed damages or in the alternative a declaration of breach of the Australian Consumer Law and damages pursuant to section 236 of that law or alternatively compensation pursuant to section 91(1)(b) of the Retail Leases Act (Vic) 2003. Applicants alleged Respondents failed to discharge fiduciary duties to protect Applicants' leasehold interests or that Respondents were otherwise negligent in their or their agent's conduct. Applicants alleged Respondents breached an implied duty of good faith and Respondents failed to negotiate and procure from the head-landlord of shopping centre premises suitable alternate premises for the Applicants. Applicants alleged Respondents had been negligent in their respective duties owed to the Applicants under the lease arrangements and the franchise agreement. Applicants alleged Respondent failed to preserve the entitlement to a 6 year lease to alternate premises, which is alleged to have caused loss of trade and costs from trading from an alleged inferior location. On March 16, 2012, Respondents, via their solicitors, reserved their rights as to the appropriateness of claims being brought in the Tribunal. On June 15, 2012, a VCAT hearing on Respondents' application to stay or dismiss proceedings was denied on July 20, 2012. On November 12, 2012, Subway Systems Australia Pty Ltd appealed to the Supreme Court of Victoria (SCI 2012 6362) stating that the Commercial Arbitration Act 2011 does not apply to VCAT. The appeal was heard on September 20, 2013, and on October 18, 2013, the Supreme Court of Victoria dismissed Subway Systems Australia Pty Ltd's appeal with costs. Subway Systems Australia Pty Ltd filed an appeal, which was decided in Subway Systems Australia Pty Ltd's favour. The parties agreed to a confidential Settlement Deed on October

15, 2014, wherein Subway Systems Australia Pty Ltd. agreed to pay the Applicants \$75,000 for full releases and withdrawal of the matter before VCAT without admission of any wrongdoing by either party.

30) ~~24)~~ Tolsma, Plaintiff v. Hans Koens, Development Agent, Defendant (Amsterdam Appeal Court. File no. 200.133.140/01) (formerly Tolsma v. Subway International B.V. and Hans Koens, Development Agent). Plaintiff filed the action on August 27, 2010, claiming false earning claims by the Defendant. The amount in dispute is €100,000. On June 24, 2013, the District Court ruled in Defendant's favor. On August 20, 2013, Plaintiff filed an appeal. The Appellant Court condemned Defendant to pay €150,000 in damages and legal fees to Plaintiff on December 23, 2014. On February 20, 2015, the parties reached a final settlement according to which SIBV and the Defendant agreed to a cost share of the amount owed to Plaintiff, with SIBV paying two-thirds of the amount.

31) ~~25)~~ Larry Tran, Plaintiff v. Doctor's Associates LLC., et. al. Defendants (Superior Court for the state of California, County of Los Angeles) (Case No. SC125293). On May 10, 2018, the Plaintiff filed a civil action naming DAI and alleging that the Defendant violated the Fair Credit Report Act (FCRA) as amended by the Fair and Accurate Credit Transaction Act (FACTA), 15 U.S.C. § 1681 (c)(g)(1) by printing and distributing to customers credit or debit card transaction receipts including the card's expiration date. Plaintiff contends that printing credit or debit card expiration dates on transaction receipts constitutes a knowing, willful, intentional or reckless violation of FACTA's receipt provision precluding the printing of expiration dates on any receipt. On June 4, 2018, Defendant moved to stay this action pending the outcome of a similar matter, Flaum. On August 3, 2018, Defendant filed its answer and defenses. On January 11, 2019 the Parties entered into a confidential settlement agreement, which provided in pertinent part that DAI would pay Plaintiff \$10,000.00 in exchange for a release of claims. The Plaintiff filed a Request for Dismissal on January 28, 2019.

32) ~~26)~~ National Consumers League, on behalf of the general public, Plaintiff v. Doctor's Associates, Inc., Defendant (Superior Court of the District of Columbia, Civil Division Case No. 13-0006549). This action was filed on September 26, 2013, by the Plaintiff, a non-profit organization, claiming fraudulent, deceptive, and improper marketing and trade practices in violation of the Washington D.C. Consumer Protection Act, and alleging that the 9-Grain Wheat Bread and the Honey Oat Bread sold by Defendant's Subway® franchisees located in the District of Columbia did not contain whole wheat, as allegedly implied in the Defendant's advertising. The Plaintiff sought a declaration that the Defendant violated the Washington D.C. Consumer Protection Act; an order that the Defendant correct its advertising, labeling and signage; restitution; treble damages or statutory damages in the amount of \$1,500 per violation, whichever was greater; attorneys' fees; expert's fees and costs; and other such relief as the court may deem just and proper. On April 29, 2015, the case was dismissed following a settlement between the parties. DAI agreed to pay \$250,000 (\$130,000 for the Plaintiff and \$120,000 for Plaintiff's attorneys' fees) and Plaintiff released DAI from all claims.

33) ~~27)~~ Doctor's Associates Inc., Claimant v. Alpa Patel, Subway Restaurant #27789, Respondent (American Arbitration Association Case No. 12-20-1300-0156). On May 7, 2014 the Respondent filed a counterclaim in the above arbitration (DAI had previously filed for termination for non-compliance with system standards) claiming that DAI breached the covenant of good faith and fair dealing, alleging DAI had not properly reviewed the site of its restaurant, and should have relocated it. The Respondent sought money damages, costs of the arbitration, including all fees and expenses. On September 9, 2015, the matter was settled. By agreement of the parties, all claims and counterclaims were withdrawn, and the franchise for restaurant # 27789 was terminated. Respondent was permitted to transfer an unrelated store, and an affiliate of DAI agreed to release Patel from \$39,042 of liability owed to it pertaining to the lease settlement for restaurant # 27789. No settlement monies were exchanged.

34) ~~28)~~ Alpenjo Corp., Plainview JP Corp., Commack JPJ Corp., and Setauket JPJ Corp., Claimants v. Personal Training Franchise Ventures, LLC, Franchise World Headquarters, LLC and Franchise Brands, LLC., Respondents (American Arbitration Association Case Number: 01-15-0002-9419). On March 19, 2015, four Personal Training Institute franchisees filed an arbitration alleging that Personal Training Franchise Ventures failed to provide support to its franchises and the brand, and made misrepresentations in the Personal Training Institute Franchise Disclosure Document. The Claimants alleged fraud, breach of the franchise agreement, unjust enrichment, and violations of New York State General Business Law §683. Claimants sought damages of \$1,000,000, rescission of the Franchise Agreements, reasonable attorneys' fees, expert fees, and costs. On July

16, 2015, Respondents brought counter-claims against Claimants, and sought to declare the four franchises terminated for non-payment of royalties and fees, and awards for unpaid royalties and damages. On September 10, 2015, the parties settled all claims. Neither party admitted liability, all claims were waived, Respondents paid Claimants \$75,000 and Claimants agreed to stop doing business as Personal Training Institute at their 4 locations by January 2016.

- 35) ~~29)~~ Mark J. Wallace, Plaintiff v. Doctor's Associates Inc., Defendant, No. 2017CH11997 (Circuit Court of Cook County, Chancery Division). On September 1, 2017, the Plaintiff filed the above class action lawsuit against the Defendant. The Plaintiff alleges the point of sale system, which the Defendant requires all of its franchisees to use in accordance with its specifications, was not configured properly. The Plaintiff alleges the class members were wrongfully charged an additional tax on purchases of 100% juice, which are excluded from the additional tax required under the Chicago Soft Drink Tax Ordinance. The Plaintiff alleged the Defendant acted in violation of the Illinois Consumer Fraud and Deceptive Trade Practices Act. The Plaintiff sought an injunction requiring the Defendant to reconfigure the point of sale system of its franchisees to exclude 100% juice from the additional tax, actual damages and attorney's fees for the class, and any further relief the court deemed proper. The Defendant filed a motion to remove the matter to Federal Court and a Motion to Dismiss. Without an admission of wrongdoing, on February 13, 2018 the Defendant paid \$7,250 in settlement of all claims on behalf of itself, its affiliates and franchisees.
- 36) ~~30)~~ Charles Drake and Mario Aliano, Plaintiffs v. Doctor's Associates Inc., Defendant (Circuit Court of Cook County, Illinois, Chancery Division, Docket No. 2017CH11351). Plaintiffs filed the class action lawsuit on August 18, 2017, alleging that Defendant violated the Illinois Consumer Fraud and Deceptive Trade Practices Act when Plaintiffs were charged the Cook County Sweetened Beverage Tax on unsweetened beverages purchased at Subway® restaurants in Cook County. They further alleged that the point of sale system franchisees are required to use is improperly programmed to apply the tax to beverages that are excluded from the tax. Plaintiffs sought an injunction requiring the Defendant to reconfigure the point of sale system to exclude unsweetened beverages from the additional tax, as well as damages, attorney's fees, and costs, and any other relief the court deems just and appropriate. Defendant has moved to remove the matter to federal court and to dismiss the action. Without an admission of wrongdoing, on February 13, 2018 DAI paid \$9,250 in settlement of all claims on behalf of itself, its affiliates and franchisees.
- 37) ~~31)~~ Lisa Lee, Plaintiff v. Doctor's Associates Inc., d/b/a Subway Restaurants, Defendant, No. 5:16-cv-00032-KKC (USDC, Eastern District of Kentucky, Lexington Division, Filed January 28, 2016). On February 28, 2016, the Plaintiff, Mrs. Lee, filed a claim alleging the Defendant, DAI, participated in an ongoing pattern of deceit, franchise fraud, Deceptive Trade Practices and acts that violated the FTC Franchise Disclosure Regulations. Mrs. Lee further asserts that DAI induced her to invest in a Development Agent Agreement and that DAI unreasonably refused to permit the transfer of the Development Agent Agreement. Mrs. Lee sought compensatory and punitive damages, pre and post judgment interest and attorney's fees in an amount greater than \$75,000. On February 12, 2016, DAI filed related claims in arbitration under the case caption Doctor's Associates Inc., Claimant v. David Lee, Respondent, No. 501-16-0000-4924 (American Arbitration Association), contending that David Lee, Mrs. Lee's husband and the Respondent in that arbitration, failed to disclose his wife as an investor under his Development Agent Agreement and failed to indemnify DAI in the lawsuit filed in Kentucky by Mrs. Lee. DAI also sought a declaratory judgment that it was within its rights to disapprove a proposed transfer of the Mr. Lee's Development Agent Agreement. DAI sought compensatory damages, costs, expenses, attorney's fees, pre-award interest, post-award interest and a declaratory judgment. On April 11, 2016, the Defendant filed a Motion to Compel Arbitration in the United States District Court, District of Connecticut under the case captions Doctor's Associates Inc., v. Lisa Lee, No:3:16-CV-00571-JCH (United States District Court, District of Connecticut, Filed April 11<sup>th</sup>, 2016) and Doctor's Associates Inc. v. David Lee No. 3:16-cv-00571-JCH (United States District Court, District of Connecticut, Filed April 11, 2016) (the latter being filed because Mr. Lee refused to participate in the initial arbitration). The United States District Court for the District of Connecticut granted DAI's Petition to Compel Arbitration on August 16, 2016. As a result, the United States District Court for the Eastern District of Kentucky dismissed its pending matter on December 16, 2016. On September 7, 2016, the Mr. Lee filed a counterclaim with the American Arbitration Association. The unofficial counterclaim alleges breach of contract and waiver of contractual time limitations by the DAI. A declaratory award was sought, along with compensatory damages, interest, costs and expenses. Prior to any arbitration being filed with respect to Mrs.

Lee, the parties entered into a confidential settlement and mutual release on January 11, 2017 pursuant to which DAI paid \$65,000 to David Lee and Lisa Lee. The arbitration with respect to Mr. Lee was subsequently withdrawn as a result of this settlement.

38) ~~32)~~ Eduardo Rivero, Plaintiff v. Doctor's Associates Inc., Defendant (Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida, Case No. 11-15200-25). On June 30, 2011, the above case was filed in Circuit Court in Florida by a Subway® franchisee alleging that he developed the \$5 footlong promotion and was promised compensation for allowing its use. The Plaintiff alleged breach of implied contract and unjust enrichment. The Plaintiff sought an unspecified amount in damages exceeding \$15,000, interest, costs, and further relief as the Court deems proper. On August 21, 2018, the court dismissed the claims with prejudice after the Parties reached settlement in which without admitting any wrongdoing, DAI paid \$27,500 in settlement of all claims on behalf of itself, its affiliates and franchisees.

39) ~~33)~~ Location Services IP, LLC, Plaintiff v. Subway Sandwich Shops, Inc., Subway Subs, Inc., (now dissolved), Franchise World Headquarters, LLC d/b/a Subway Restaurants d/b/a Subway, and Doctor's Associates, Inc., Defendants (United States District Court for the Eastern District of Texas, Marshall Division) (2:16 CV 00193). On March 7, 2016, Plaintiff filed a lawsuit alleging that Defendants infringed on U.S. Patent No. 6,202,023 (Internet Based Geographic Location Referencing System and Method), U.S. Patent No. 8,935,220 (Unified Geographic Database and Method of Creating, Maintaining, and Using the), and U.S. Patent No. 6,356,834 (Geographic Location Referencing System and Method) ("Patents-in Suit"). The Complaint specifically states that Defendants infringe on the Patents-in-Suit by an through their practicing and/or hosting methods comprising at least the Subway® Interactive Website at www.subway.com and/or Subway® Mobile Application (including at least the Subway® iOS Mobile Application and Subway® Android Mobile Application). On March 3, 2017, DAI and its joint defendants settled this matter. Without admitting any wrongdoing, DAI paid \$25,000 in settlement of all claims on behalf of itself, its affiliates and franchisees.

40) ~~34)~~ Brian Burr and Brynn Burr, Plaintiffs v. Raghu Marwaha and Rohit Marwaha, Defendants (Superior Court of California, County of Orange) (30-2016-00865345-CU-BT-CJC). On July 22, 2016, Plaintiffs filed a lawsuit, alleging that Development Agents, Raghu Marwaha and Rohit Marwaha influenced Doctor's Associates Inc. ("DAI") to disapprove the Plaintiff's application for a franchise, so that Raghu and Rohit Marwaha could operate their own Subway® restaurant at the location proposed by the Plaintiffs. On August 23, 2016 Plaintiffs filed the First Amended Complaint, adding DAI to the lawsuit. DAI was subsequently dismissed from the lawsuit. Plaintiffs claim intentional misrepresentation, intentional interference with contractual relationship, international interference with prospective business relations, negligent interference with prospective business relations, and unfair business practices in violation of Business and Professions Code section 17200. Plaintiffs seek general and special damages including economic and noneconomic damages, pre and post judgment interest, special damages, punitive damages, costs of suit incurred, and attorneys' fees. On August 4, 2016, DAI filed a Demand for Arbitration with the American Arbitration Association ("AAA"), alleging that the Burr's breached their obligations under their franchise application by filing the California Superior Court lawsuit. DAI has asked that an arbitration award be entered against the Burrs declaring that neither DAI nor its agents are liable for the conduct set forth in the California Superior Court Complaint, and awarding DAI compensatory damages, costs, expenses and attorney's fees, any amounts recovered in the California Superior Court lawsuit, pre-award interest, and post-award interest. DAI filed a Petition to Compel Arbitration in the US District Court, District of Connecticut on August 5, 2016. On December 28, 2016, the US District Court, District of Connecticut granted DAI's Petition to Compel Arbitration, and entered an order directing the Burrs to arbitrate with DAI their claims against DAI's agents that they asserted or could have asserted in the California Superior Court lawsuit. The parties have reached a settlement agreement dated September 28, 2018, in which DAI agreed to pay the Burrs \$55,000.

41) ~~35)~~ Brad Woodward, Sanford Woodard, Bajio Amigos, LLC, Plaintiffs, v. Bajio LLC, Bajio Mountain West, LLC, Logan Hunter, David Worroll, Lisa Oak, Mildred Shinn and Does 1-20, Defendants, Case No. 170907928 (State of Utah, Third Judicial District Court for Salt Lake County, Salt Lake City Department). This action was filed on December 12, 2017. Plaintiffs claim that Bajio, LLC committed a violation of the Utah Consumer Sales Practices Act when it allegedly assigned exclusive geographic territories to more than one franchisee, misrepresented the prospects or chance of success of a franchise and/or failed to disclose efforts to sell or development additional franchises that would be beyond market capacity. On January 5, 2018 Defendants

moved to dismiss the action. On May 1, 2018, Defendant's motion to dismiss was denied. On November 2, 2018 the matter was dismissed with prejudice against all defendants pursuant to a confidential settlement agreement between the parties. Pursuant to the settlement agreement, DAI made a \$200,000 settlement payment to Brad Woodward and Sanford Woodward in exchange for a release of claims.

42) ~~36)~~ Joseph Lewis, Claimant v. Subway Systems Australia Pty Ltd., First Respondent, and Subway Realty Pty. Ltd., Second Respondent (Australian Centre for International Commercial Arbitration Case2017-107). On August 14, 2017, the Claimant filed a Notice of Arbitration and subsequently filed amended statements of claim on 28 February 2018, 11 July 2018, 13 August 2018 and on 23 August 2018 against the Respondents claiming damages and interest. The Respondents denied and/or did not otherwise admit the allegations and filed a Statement of Defence and Amended Defence and Further Amended Defence as of 25 September 2018. The Claimant alleged the Respondents made misrepresentations that were deceptive and misleading, and in breach of the Respondents' duty of care to the Claimant with respect to lease negotiations for the location of the Claimant's franchise and in breach of the Australian Consumer Law (ACL) and Retail Shops Lease Act (RSL). Further, the Claimant alleged the misrepresentations were a breach of the Respondent's implied contractual duty to exercise reasonable care and skill. The Claimant further alleged the Respondents engaged in unconscionable conduct in breach of section 20 of the Australian Consumer Law (ACL) and section 46A of the Retail Shop Leases Act (RSL). The Claimant sought damages against the Respondents on the basis that the rent that was agreed for the location was substantially above market rent at the time, as a consequence of which the Applicant suffered loss. The arbitrator on 1 February 2019 proposed to make an award in the Applicant's favour of \$295,335.95 plus interest against both Respondents, subject to considering final submissions around arithmetic calculations and interest calculations. The Applicant's claims were upheld against the Respondents, except for the unconscionable conduct claim which was dismissed. On 14 February 2019, the arbitrator made an award order of \$306,095.80 being \$255,523.45 for the claim and interest of \$50,572.35 with costs of and incidental to the arbitration to be assessed. Costs were subsequently assessed and awarded on 30 August 2019.

43) ~~37)~~ Charles Greenberg, Plaintiff v. Doctor's Associates Inc., Defendant (US District Court for the Southern District of Florida) (1:18-cv-22505-UU). On June 21, 2018, Plaintiff filed a lawsuit, alleging that he received text message offers for Subway® restaurants in excess of the number of text message offers that he consented to receive per month. Plaintiff brings this action on behalf of himself and a class of similarly situated individuals. Plaintiff seeks an order certifying the class, an award of actual and statutory damages, as well as declaratory and injunctive relief and further relief as the Court deems necessary. On August 3, 2018, DAI filed a motion to compel arbitration of the Plaintiff's claims, which the Court granted on August 29, 2018. The case was stayed pending resolution by arbitration. On April 1, 2019, the parties entered into a confidential settlement agreement and mutual release, pursuant to which DAI's affiliate Franchise World Headquarters, LLC and its text message marketing vendor paid Plaintiff a \$17,000 settlement fee.

44) ~~38)~~ Subway Real Estate, LLC. V. Jack El Turk d/b/a Subway Restaurant #4582; (Filed in Berea Municipal Court, Berea, Ohio; Case No.17 CVG 02090). In response to an eviction proceeding Jack El Turk filed an answer, third party complaint and counterclaims against DAI and the Development Agents Daniel Marcantonio, Charles Lerg, Nick Moschouris and Thomas Humphries on September 25, 2017. In his motion and complaint, El Turk alleges tortious interference with a business, constructive eviction and conspiracy. DAI answered the complaint in Ohio indicating that arbitration was the appropriate venue for the dispute. On December 5, 2017 DAI then filed a petition to compel arbitration under case caption DAI v. Jack El Turk, United States District Court, District of Connecticut, Docket # 3:17-cv-02019-JCH. DAI's petition to compel arbitration was granted in part; Jack El Turk was ordered to arbitrate his claims. On July 6, 2018, the parties entered into a settlement agreement and mutual release, pursuant to which DAI and Subway Real Estate, LLC and Jack El Turk released their claims.

45) ~~39)~~ Triple A Products, LLC v. Doctor's Associates, Inc. (Cir. Court., Miami-Dade County, Florida Case No. 13-023005 CA 10). In 2013, Plaintiff brought claims against Defendant for misappropriation of an idea, breach of fiduciary duty, fraudulent misrepresentation, negligent misrepresentation, promissory estoppel, unjust enrichment, and quantum meruit. Plaintiff is a former vendor to the Subway system. Plaintiff claims that it developed the Diabetes Friendlier Menu, which was first used in Subway® restaurants in connection with a test of Plaintiff's vitamin-enhanced water product, Vitazest. Due in part to constraints in Defendant's existing contract with another supplier, Subway® restaurants ceased the sale of Vitazest and switched to an alternative

vitamin-enhanced water product from that other supplier. Some Subway restaurants continued to offer the Diabetes Friendlier Menu. This matter was settled on August 29, 2022, and DAI paid \$2,250,000 in connection with the settlement. The case was dismissed on September 18, 2022.

- 46) ~~40)~~ Shane Flaum, Plaintiff v. DAI, b/d/a Subway<sup>®</sup>, Defendant (United States District Court for the Southern District of Florida, No. 0:16-cv-61198) Jason Alan, Plaintiff v. Doctor's Associates Inc. d/b/a Subway, McCan Inc. d/b/a Subway, Defendants (United States District Court for the Central District of California, No. 2:16-cv-0495). On June 6, 2016, and July 6, 2016 respectively, two Plaintiffs filed separate class action lawsuits naming DAI. In both cases, Plaintiffs allege the Defendant violated the Fair Credit Report Act (FCRA) as amended by the Fair and Accurate Credit Transaction Act (FACTA), 15 U.S.C. § 1681 (c)(g)(1) by printing and distributing to customers credit or debit card transaction receipts including the card's expiration date. Plaintiffs contended that printing credit or debit card expiration dates on transaction receipts constitutes a knowing, willful, intentional or reckless violation of FACTA's receipt provision precluding the printing of expiration dates on any receipt. Plaintiffs sought certification of the class, statutory and punitive damages, attorney's fees, costs, injunctive relief and any other relief that the court may find reasonable and just. The franchisee was removed as a named defendant in the Alan case, which was transferred to the United States District Court for the Southern District of Florida. The parties have agreed on a settlement in principle, which includes a class settlement fund of \$30.9 million in consideration for a release of all claims on behalf of DAI, its affiliates and franchisees. The settlement resolves both cases. DAI did not admit any wrongdoing, and contends that noncompliant receipts issued, if any, were not the result of willful or reckless conduct on the part of DAI or its affiliates. On March 11, 2019, the Southern District of Florida issued an order granting Plaintiff's motion for attorney's fees and final approval of the class settlement.
- 47) ~~41)~~ Doctor's Associates Inc. v. Jose Luis Carbonell and Victoria Carbonell, (6<sup>th</sup> Judicial District Court, Grant County New Mexico, Case No. D-608-2013-00127). On May 7, 2013, Doctors Associates Inc. (DAI) brought an action to confirm a stipulated arbitration award. On July 19, 2013, the Defendants filed an answer as well as counterclaims against DAI and a third-party complaint against BDA Carol English. In their counterclaims and third-party complaint, the Defendants claim that DAI breached the terms of the stipulated award by failing to approve the transfer of two of the Defendants' Subway<sup>®</sup> restaurants. The Defendants allege breach of contract, breached of the duty of good faith and fair dealing, fraud, and civil conspiracy. Defendants seeks actual and punitive damages, reasonable attorney fees, pre-judgment and post-judgment interest, court costs and such other and further relief as the court deems just and proper. The parties have entered into a confidential settlement and mutual release, pursuant to which DAI paid the plaintiffs a \$60,000 settlement fee. On April 14, 2020, the parties filed a Stipulation of Dismissal with Prejudice.
- 48) ~~42)~~ Jin Hee Han, Plaintiff v. Subway International B.V., Defendant (Seoul District Court, Case No. 2018NA63343). On January 3, 2018, Plaintiff, a franchise owner in South Korea, filed a claim before the Seoul District Court alleging a decline in weekly sales due to a Subway<sup>®</sup> restaurant opening nearby. The Plaintiff's claim was dismissed September 10, 2018 due to the arbitration clause requiring all disputes to be resolved through arbitration. The Plaintiff filed an appeal on October 30, 2018. The parties submitted final briefs prior to a February 5, 2020 hearing. On April 1, 2020 the appellate court rejected the Plaintiff's appeal on the basis that the arbitration clause is valid and enforceable.
- 49) ~~43)~~ Jeffrey E. Frahm v. Doctor's Associates LLC, 01-19-0004-6405 (AAA). On December 24, 2019, former Business Development Agent ("BDA") Jeffrey Frahm filed an arbitration against Doctor's Associates LLC ("DAL") after DAL terminated his Business Development Agent Agreement ("BDAA") for cause. Frahm alleged multiple counts of breach of contract, claiming that DAL unlawfully and improperly terminated the BDAA. Frahm also alleged that he was fraudulently induced into entering into the BDAA. Frahm sought declaratory and injunctive relief, monetary damages, interests, costs and other such relief as may be just and equitable. On May 19, 2020, the parties entered into a confidential settlement agreement and mutual release, pursuant to which the parties agreed to the termination of the BDAA and DAL paid Frahm \$1,150,000 and cancelled \$563,473.34 of debt Frahm owed to DAL. On May 26, 2020, the Frahm withdrew all claims in the arbitration with prejudice.
- 50) ~~44)~~ Mark Mitchell and Franchise Concepts of Oklahoma v. Doctor's Associates LLC, Subway IP LLC, Franchise World Headquarters, LLC, Joseph Esposito, Esq., Trevor Haynes, Suzanne Greco, Don Fertman,

William McCane, 01-20-0005-3623 (AAA). On May 22, 2020, Business Development Agent (“BDA”) Mark Mitchell and his operating company filed an arbitration against Doctor’s Associates, LLC (“DAL”) and other related entities and individuals after DAL terminated his Business Development Agent Agreement (“BDAA”) pursuant to a trial period provision. The Claimants alleged that the Respondents improperly terminated the BDAA and interfered with Mitchell’s ability to transfer his rights under the BDAA to a third party. The Claimants asserted claims for breach of contract, breach of the implied covenant of good faith and fair dealing, fraudulent and negligent misrepresentation, fraudulent inducement, fraud, tortious interference, unjust enrichment and violations of the Florida Franchise Act, the Florida Communications Fraud Act, the Florida Deceptive and Unfair Trade Practices Act, and the Oklahoma Business Opportunity Act. The Claimants sought declaratory and injunctive relief, monetary damages, punitive damages, interests, costs, attorneys’ fees and other such relief as may be just and equitable. On June 23, 2020, DAL filed an answer and asserted counterclaims against Mitchell for breach of contract. On September 11, 2020, the Claimants and DAL entered into a confidential settlement agreement and mutual release, pursuant to which the parties agreed to the termination of the BDAA and DAL paid Mitchell \$1,225,000. On September 18, 2020, the parties withdrew all claims in the arbitration with prejudice.

51) ~~45)~~ James J. Turi and Conri Development Group Inc. v. Doctor’s Associates, LLC, Subway IP LLC, and Franchise World Headquarters, LLC, 01-20-0007-5808 (AAA). On July 1, 2020, the Claimants, former Business Development Agent (“BDA”) James J. Turi and his operating company, filed an arbitration against the Respondents after DAL terminated Turi’s Business Development Agent Agreement (“BDAA”) pursuant to a trial period provision. The Claimants allege that the Respondents acted improperly in terminating the BDAA and also breached the terms of a promissory note of which Doctor’s Associates LLC is the holder and the Claimants are the makers. The Claimants allege breaches of contract, breach of the implied covenant of good faith and fair dealing, fraud, fraudulent inducement, fraudulent and negligent misrepresentation, unlawful restraint of trade and violations of the FTC Franchise Rule, the Rhode Island Franchise Investment Act, the Connecticut Franchise Act, the Florida Franchise Act, the Connecticut Unfair Trade Practices Act, the Florida Deceptive and Unfair Trade Practices Act, and the Florida Communications Fraud Act. On October 9, 2020, DAL filed counterclaims against Turi and Conri Development for breaches of contract. On February 9, 2021, the Arbitrator issued an order dismissing all allegations as to Subway IP LLC and Franchise World Headquarters, LLC, dismissing allegations under the Connecticut Franchise Act and the Rhode Island Franchise Act, dismissing allegations under the Connecticut Unfair Trade Practices Act as to the BDAA. The February 9<sup>th</sup> Order denied Respondent’s Motion to Dismiss the claims of fraudulent inducement, fraud, and violations of the Florida Deceptive and Unfair Trade Practices Act. As to Respondents’ motion to enforce the limitation on damages, motion to enforce the terms of a note between the parties, and motion to dismiss all other claims, the Order denied the motions without prejudice and the right to reassert after hearing on the merits. On June 22, 2021, the Claimants and DAL entered into a confidential settlement agreement and mutual release pursuant to which the parties agreed to the termination of the BDAA and DAL paid Turi \$100,000.00 and cancelled \$ 1,043,972.77 of debt Turi owed to DAL. On June 25, 2021, the parties withdrew all claims in the arbitration with prejudice.

52) ~~46)~~ Al Rahim, Inc. and Khatidja "Kay" Ramzan v. Doctor's Associates, LLC (Case Number 01-20-0015-7709) (AAA). The arbitration case was filed with the American Arbitration Association on or about November 23, 2020. An amended demand was subsequently filed against Doctor’s Associates, LLC, Franchise World Headquarters, LLC, Subway Real Estate and Subway Realty, Inc. Franchisee Al Rahim alleges a violation of the Washington Franchise Investment Protection Act and has included claims of negligence and promissory estoppel due to an alleged non-renewal of a lease/sublease. Claimant seeks \$300,000-\$500,000 in damages along with attorneys’ fees and arbitration costs. Respondents deny the claims and filed counterclaims of its own. Prior to an oral hearing taking place, the parties settled the matter on June 8, 2021 whereby DAL and SRE LLC paid the Claimants \$60,000 and the arbitration was dismissed with prejudice.

53) ~~47)~~ Al Rahim, Inc. and Khatidja "Kay" Ramzan v. Doctor's Associates, LLC, case 01-20-0015-7709 (AAA). The arbitration case was filed with the American Arbitration Association on or about November 23, 2020. An amended demand was subsequently filed against Doctor’s Associates, LLC, Franchise World Headquarters, LLC, Subway Real Estate and Subway Realty, Inc. Franchisee Al Rahim alleges a violation of the Washington Franchise Investment Protection Act and has included claims of negligence and promissory estoppel due to an alleged non-renewal of a lease/sublease. Claimant seeks \$300,000-\$500,000 in damages along with attorneys’

fees and arbitration costs. Respondents deny the claims and filed counterclaims of its own. Prior to an oral hearing taking place, the parties settled the matter whereby DAL and SRE LLC paid the Claimants \$60,000 and the arbitration was dismissed with prejudice.

54) 48) Ana Catalina Zapata et al v. Subway Partners de Colombia CV (“SPCCV”), Doctor’s Associates, Inc. and Carlos Delgado (16th Civil Circuit Court of Medellin, Colombia). On July 15, 2019, the Civil Court of Medellin admitted a class action suit by franchise owner Ana Catalina Zapata, along with fifteen additional current and former franchise owners and their companies for a total of 31 plaintiffs (“the Class”) and defined the class as Franchise Owners in Colombia. The Class sought damages due to conducts that allegedly constituted unfair competition and abuse of the dominant position by SPCCV, Doctor's Associates Inc and BDA Carlos Delgado. The Class alleged the policy regarding the opening of Subway® restaurants, the prices charged by suppliers, the promotions and marketing strategies were purported acts of unfair competition and abuse the dominant position held by the Defendants. The Class sought approximately \$3.3 million in damages. Defendants denied the allegations. Defendants further requested the Court to reconsider its decision to admit the class action on the basis that the Plaintiffs did not meet the legal requirement to prove the existence of a class of at least 20 persons, and that the Court lacked jurisdiction to decide the claim. Based on the negotiations held between SPCCV and several Plaintiffs that led to the execution of respective settlement agreements, on March 2020, 17 plaintiffs waived their claims in the class action. On March 11, 2020 the Court overturned the ruling that admitted the suit to process on the basis that the remaining Plaintiffs did not meet the definition of the class as defined by the Court. On June 23, 2020, the remaining Plaintiffs amended their suit and four additional Plaintiffs joined the suit. On August 13, 2020, Defendants again requested the Court to reconsider its decision to admit the suit. The parties resumed negotiations and between August, 2020 and December, 2021, they requested the Court to halt the class action. On December 15, 2021, the remaining plaintiffs waived their claims in the class action based on settlement agreements entered into with SPCCV. On January 13, 2022, the Court terminated the class action due to the total waiver of the Plaintiffs' claims. On May 3, 2022, the class action's docket file was officially filed away in Box 979.

55) 49) A. Zaid Elia & Think Fresh LLC v. Doctor’s Associates LLC (Case No. 22-011292-CB, 3<sup>rd</sup> Judicial Circuit, Wayne County, State of Michigan) On September 22, 2022, the Plaintiffs, a former Business Developer and his Operating Company filed a civil lawsuit in which they claimed breach of contract, violation of Michigan Franchise Investment Law, and violation of the CT Unfair Trade Practices Act due to the defendant terminating the parties’ Development Agreement. The Plaintiffs sought a judgment in excess of \$25,000, a declaratory judgment and injunctive relief, including specific orders preventing DAL from terminating the Development Agreement and compelling DAL to perform under the Development Agreement, attorneys’ fees and costs, interest and further relief as the Court deemed appropriate. The complaint was served on the defendant on October 4, 2022. This case was closed on October 13, 2022 when Doctor’s Associates, LLC removed the matter to Federal Court.

B. Zaid Elia & Think Fresh LLC v. Doctor’s Associates LLC (Case No. 2:22 cv-12458, US District Court for the Eastern District of Michigan, Southern Division) Plaintiffs, a former Business Developer and his Operating Company, Think Fresh LLC, filed a civil lawsuit in which they claimed breach of contract, a violation of Michigan Franchise Investment Law, and a violation of the CT Unfair Trade Practices Act due to DAL terminating the parties’ BD Agreement. In response to DAL’s Motion to Dismiss the Complaint, the plaintiffs filed a First Amended Verified Complaint dated November 8, 2022, in which they made the same claims of breach of contract, a violation of Michigan Franchise Investment Law, and a violation of the CT Unfair Trade Practices Act due to DAL terminating the parties’ BD Agreement. The Plaintiffs sought a judgment in excess of \$75,000, declaratory judgment and injunctive relief, including seeking specific orders to prevent DAL from further efforts to terminate the Development Agreement and to compel DAL to perform under the BD Agreement, attorneys’ fees and costs, interest and further relief as the Court deemed appropriate. On November 11, 2022 the Plaintiffs filed an Amended Preliminary Injunction. On November 22, 2022, DAL filed a Motion to Dismiss the First Amended Complaint, and on December 2, 2022, DAL filed its Opposition to Plaintiffs’ Amended Motion for Preliminary Injunction. Prior to a hearing on the merits, and through a mediation conducted on January 16, 2023, the parties reached a settlement and release agreement whereby the parties stipulated that the BD Agreement was terminated on August 31, 2022 and DAL agreed to pay Plaintiff Elia \$1,450,000.00. On January 20, 2023, the Parties filed a Joint Stipulation of Dismissal with Prejudice.

- 56) ~~50)~~ Junehee Garana & Michael Ku v. Subway International B.V. (International Centre for Dispute Resolution Case No. 01-22-0004-3685). Respondent sent Petitioners a notice of non-renewal of their Business Developer Agreement (“BDA”). Petitioners filed for arbitration on October 17, 2022 with the International Centre for Dispute Resolution (“ICDR”) seeking to have the BDA renewed for an additional 5 year term, as well as to claim for damages of an amount to be determined during the arbitration, and for all costs of the arbitration. Petitioners claim that SIBV’s non-renewal of the BDA is in violation of the terms of the agreement, as well as various laws, including, but not limited to, the Monopoly Regulations and Fair Trade Act. On December 5, 2022, Respondent’s attorneys filed a response to the notice of arbitration with the ICDR. Subsequently, Respondent entered into discussions with the Petitioner in relation to the buyout of the BDA, and an agreement for such buyout was reached on January 17, 2023. As a condition of such buyout, the Petitioner also withdrew its arbitration claim and the matter was deemed closed by the ICDR on January 18, 2023.
- 57) ~~51)~~ In the Matter of: H.J. Trautwein and B. Fischer v. Subway International B.V., case # 10365814 CV EXPL 23-3009, in the Canton courts in Amsterdam, the Netherlands. Two former Business Development Agents in Switzerland have filed suit claiming improper termination and/or non-renewal of their Development Agent Agreements. Claimants seek damages along with attorneys’ fees. Respondents deny the claims and filed a motion to dismiss. The parties signed a settlement agreement on July 27, 2023. The main terms of the settlement were: withdrawal of the court proceedings; settlement payment paid by SIBV; and mutual release and waiver of all claims.
- 58) ~~52)~~ Arizona Subway Development Corporation v. Doctor’s Associates LLC, (American Arbitration Association, Case # 01-22-0004-1309). On September 30, 2022, the Claimant, Business Developer (“BD”) Richard Schibler, through his operating company, Arizona Subway Development Corporation, filed an arbitration against the Respondent, DAL claiming Respondent wrongfully took actions to eliminate him as a BD from the Subway® system in violation of his BD Contract. The claim was Amended October 27, 2022. The claims involve the BD Contract expiration date, Third Party Restaurant Evaluations, alleged lost compensation over discounts and deferrals of royalties DAL gave to franchisees at the beginning of the COVID-19 pandemic, and DAL’s exercise of its Right of First Refusal in the sale and purchase of Franchises. The Claimant alleges breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, fraudulent inducement, fraudulent and negligent misrepresentation, contractual and common law indemnity, violation of the Connecticut Unfair Trade Practices Act, and Unjust Enrichment. The Claimant seeks declaratory relief, including specific orders preventing DAL from imposing third party evaluations in Arizona, prohibiting DAL and its successors from exercising its right of first refusal targeted at the Schiblers, or refusing to execute Franchise Agreements with qualified prospective franchisees submitted by the BD, from terminating or refusing to renew the BD Contract indefinitely (unless Claimant commits a material, uncured breach), and prohibiting DAL from unilaterally modifying Claimant’s BD compensation, along with money damages, pre- and post-judgment interest, reasonable attorney’s fees and costs, punitive damages, and further relief as deemed proper. Respondent denies the allegations and filed its Answer and Affirmative Defenses on November 10, 2022. On June 1, 2023, the Claimant and DAL entered into a confidential settlement, termination and release agreement pursuant to which the parties agreed to the termination of the BD Contract and DAL paid Claimant \$4,000,000. On June 5, 2023, the Claimant withdrew all claims in the arbitration with prejudice.
- 59) ~~53)~~ Sharon Peskett, on behalf of herself and all others similar situated, Plaintiff v. Doctor’s Associates, Inc., d/b/a Subway, Defendant (Superior Court of the State of California for the County of Los Angeles, Case No: 23STCV04783). On March 3, 2023, Plaintiff filed a putative class action alleging the franchised Subway restaurant she visited misstated menu prices by charging a 5% “Service Fee.” The purported class is all persons who made a purchase at a Subway restaurant and were charged a similar “Service Fee.” The complaint alleges violation of California’s Unfair Competition Law; violation of Connecticut’s Unfair Trade Practices Act; and, breach of contract, and seeks monetary damages, restitution, and injunctive and declaratory relief. Defendant has not yet responded to the complaint. The parties agreed to a confidential Settlement as of July 5, 2023, wherein Defendant agreed to pay the Plaintiff \$1,000 in exchange for full releases and dismissal of the matter, without admission of any wrongdoing by either party.
- 60) ~~54)~~ Tiare Technology, Inc. v. Subway Sandwich Shops LLC, Subway Subs LLC (now dissolved), Franchise World Headquarters, LLC, Subway Holdings, LLC, Subway Worldwide Holdings, LLC and Doctor’s Associates LLC (Case No. 2:23-cv-254-JRG). On May 30, 2023, an action was filed in the U.S. District Court

for the Eastern District of Texas, captioned *Tiare Technology, Inc. v. Subway Sandwich Shops LLC, Franchise World Headquarters, LLC, Subway Holdings, LLC, Subway Worldwide Holdings, LLC and Doctor's Associates LLC* (Case No. 2:23-cv-254-JRG), naming Subway Sandwich Shops LLC, Subway Subs LLC (now dissolved), Franchise World Headquarters, LLC, Subway Holdings, LLC, Subway Worldwide Holdings, LLC, and Doctor's Associates LLC (collectively, "Subway") as defendants. The suit alleges that Subway infringed three of the plaintiff's patents related to mobile ordering systems technology: U.S. Patent Nos.: 8,682,729, 10,157,414 and 11,195,224 (collectively, the "Tiare Patents"). The complaint further alleges that the ordering application and location-tracking functionality through the mobile application provided by Subway infringes the Tiare Patents. The plaintiff seeks compensatory damages of an amount no less than the amount of a "reasonable royalty" under 35 U.S.C. § 284, treble damages under 35 U.S.C. § 284 for Subway's alleged willful infringement of the Tiare Patents, a declaratory judgment that Subway has infringed each of the Tiare Patents, a judgment and order enjoining Subway from infringing upon the Tiare Patents and a judgment and order finding the case "exceptional", thus, requiring Subway to pay the plaintiff its reasonable attorneys' fees and costs incurred in the litigation pursuant to 35 U.S.C. § 285. Subway filed a motion to dismiss for lack of venue on August 8, 2023. On October 5, 2023 the parties settled the matter. The case was dismissed on October 18, 2023.

~~55)~~ Han-young Cho, Plaintiff v. Subway International B.V., Defendant (Seoul Central District Court Case No. 5223576). On August 25, 2021, Plaintiff, a former franchise owner in South Korea, filed a claim before the Seoul Central District Court alleging unlawful termination of his Franchise Agreement. The Plaintiff alleged inter alia, that the arbitration clause in the Franchise Agreement is not valid under Dutch case law and certain provisions of the Dutch Civil Code. The final hearing was held on December 2, 2022. On February 10, 2023, the court dismissed the Plaintiff's claim.

61) Dorothy Stocks v. Scott Thomas Zuelzke, Russell Drew Zuelzke, McBride Realty Company, Inc., Doctor's Associates LLC, SES of Montgomery, LLC, William R. Hudson, II, Subway Store No. 21456, No. CV-2023-900028, Circuit Court of Dallas County, Alabama. On February 17, 2023, Plaintiff Stocks filed a 3-count Complaint alleging that she sustained personal injuries for the failure to properly maintain the premises. On June 3, 2024, the Court granted Motions for Summary Judgment as to Doctor's Associates LLC, SES of Montgomery, LLC, William R. Hudson, III, Subway Store No. 21456.

62) Annette Tyler v. Grand Coteau Investments, L.L.C., Doctor's Associates LLC, 6:24-CV-00855-RFS-DJA, U.S.D.C., Western District of Louisiana. On June 26, 2024, Plaintiff Tyler filed a Complaint requesting declaratory and injunctive relief, damages, attorneys' fees, and costs pursuant to the Americans with Disabilities Act. The Complaint alleged: the designated accessible parking space does not contain an access aisle; designated accessible parking space does not contain a curb ramp to access the promenade; door to access the restroom is partially blocked; and other mobility-related ADA barriers to be identified following a complete inspection. On July 15, 2024, Court granted a Motion to Dismiss solely as to Doctor's Associates LLC, with prejudice.

### C. Restrictive Orders

63) ~~56)~~ Settlement Agreement Between the United States of America, and Doctor's Associates Inc. and Subway Real Estate Corp. (DJ 204-32-44). On July 31, 2007, DAI, SREC and the United States Department of Justice (DOJ) negotiated a Settlement Agreement on compliance with the Americans with Disabilities Act. No hearing, trial or adjudication took place and both DAI and SREC denied having violated the ADA. Under the Settlement Agreement, DAI will continue to design franchisees' stores to ADA standards. DAI will train field staff and agents, and retain experts to provide assistance in connection with ADA issues in stores. Field staff and agents will evaluate stores and advise franchisees to remedy existing ADA issues and for future stores attempt to select sites that are accessible to the disabled. DAI will fund an interest-free remediation loan program for franchisees to make required changes. DAI paid \$25,000 to the United States Treasury as a civil penalty.

64) ~~57)~~ In the Matter of: The Commissioner of Financial Protection and Innovation v. Doctor's Associates LLC d/b/a Subway (California Department of Financial Protection and Innovation) Consent Order Oct. 28, 2020 (no case number). As part of an informal investigation with which we cooperated fully, the Commissioner of

Financial Protection and Innovation (“Commissioner”) notified us of certain alleged violations of the California Franchise Investment Law (“FIL”) (Corp. Code § 31000 et seq.). To comply with the FIL, we qualify for, and rely on, an exemption for well-capitalized, experienced franchisors from registration. In addition to the capitalization and experience qualifications that we meet, to secure the availability of the exemption, we are required to file an annual exemption notice and pay a filing fee prior to offering or selling franchises in California. The exemptions apply for the calendar year filed or otherwise specified in the notice. In certain years in the last decade, we filed the exemption notice later than the beginning of the year. Accordingly, because of the late filing, the Commissioner alleged that we sold unregistered franchises in California and materially modified franchise agreements in parts of the years 2013-2015 and 2018 without complying with the registration requirements under the FIL. Under the FIL, it is unlawful for any person to offer or sell a franchise in California or to solicit a franchisee’s agreement to a material modification to its existing franchise agreement unless the offer or material modification has been registered or is otherwise exempt. The Commissioner did not file an administrative enforcement action against us; instead, on November 4, 2020, we and the Commissioner entered into a Consent Order whereby we agreed to stop such violations, and pay penalties totaling \$410,000 for the alleged violations. We also agreed that certain management personnel would attend four hours of California franchise law training courses. We completed the training on December 17, 2020.

#### D. Actions Involving Non-Subway Affiliates and Management

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.

65) ~~58)~~ 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.

66) ~~59)~~ 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.

67) ~~60)~~ 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.

Confirmation of Award/Judgment:

None.

Award Rendered:

None.

Active :

16. DAL v. Dawn Reino and Brian Reino, filed with AAA on 12/12/23, Case No. 01-23-0005-7606

Settled:

~~None.~~

17. [SFSC v. 9440-9182 Quebec Inc., filed with ICDR on 12/21/23, Case No. 01-23-0005-9153](#)

**ACTION TO TERMINATE FRANCHISE FOR NON PAYMENT OF ROYALTIES, ADVERTISING, AND OTHER CHARGES 2023**

Active:

18. ~~17.~~ [Subway Franchise systems of Canada ULC](#) c. 9440-1189 Québec inc. Et al., filed with ADR Institute of Canada, ADRIC File No. DCA 24-103

Award Rendered:

19. ~~18.~~ [DAL v. Mani Beri and Sunil Beri \(#597\)](#), filed with AAA on 1/27/23, Case No. 01-23-0000-3789.  
20. ~~19.~~ [DAL v. Floyd and Deborah Heavner \(#47605\)](#), filed with AAA on 9/19/2023, Case No. 01-23-0004-1412.  
21. ~~20.~~ [DAL v. Guatam H. Mehta and Kamran Hanif \(#5283, #42468\)](#), filed with AAA on 5/30/2023, Case No. 01-23-0002-4301.

Confirmation of Award/Judgment:

22. ~~21.~~ [DAL v. Frank L. Mollica](#), filed at Connecticut Superior Court, Case No. AAN CV 23-6051621S, judgment rendered 8/30/2023.

Confirmed:

23. ~~22.~~ [DAL v. Nayef Fakhouri](#), confirmed, filed in CT Superior Court on 9/15/23, Case No. AAN-CV23-6052679-S.  
24. ~~23.~~ [DAL v. Syed Nazrul; Syed-Niaz Nazrul](#), filed in CT Superior Court on 5/24/23, Case No. AAN-CV23-6051362-S

Settled:

25. [SFSC v. 9440-1189 Quebec Inc. And Zhi Hong Chen and William Anthony Patrick O'Brien, \(ADR Institute of Canada Case No. DCA 24-13\)](#)

Withdrawn:

None.

We believe the following statement to be true: Other than these ~~83~~92 actions (~~60~~67 in Sections A, B, C and D of Exhibit L, and ~~23~~25 in Section E of Exhibit L), we do not have to disclose any other litigation in this Disclosure Document.

~~04~~11/24

**EXHIBIT Q  
BUSINESS DEVELOPERS**

*If your territory is not next to a BD, then your territory is managed by SMO.*

Business Developer Name and Contact Information	Contract Number	Territory
<b>Adams, Steve</b> <b>c/o Subway Development of Alaska</b> 1118 East 70 <sup>th</sup> Ave. Suite 200 Anchorage, AK 99518 (907) 563-4228	637	<b>Alaska</b> - The counties of Aleutian Islands, Anchorage Borough, Bethel, Bristol Bay Borough, Dillingham, Fairbanks North Star Borough, Haines Borough, Juneau Borough, Kenai Peninsula Borough, Ketchikan Gateway Borough, Kobuk, Kodiak Island Borough, Matanuska-Susitna Borough, Nome, North Slope Borough, Prince of Wales-Outer Ke, Sitka Borough, Skagway-Yakutat-Angoon, Southeast Fairbanks, Valdez-Cordova, Wade Hampton, Wrangell-Petersburg and Yukon-Koyukuk.
<b>Phipps, Michele/ Starr, Matthew/ Weissman, David</b> <b>c/o Elevation Development Group Inc.</b> 310 E 4500 S, Ste 150 Murray, UT 84107 (801) 492-4344	544	<b>Utah</b> - The entire state; <b>Nevada</b> - The county of Elko, Eureka and White Pine; <b>Wyoming</b> - The counties of Lincoln, Sweetwater, Sublette, Teton and Uinta.
<b>Phipps, Michele/Starr, Matthew</b> <b>Apex Development Group</b> <del>4000 Kruse Way Place, #3-130-</del> <a href="#">17700 SW Upper Boones Ferry Road</a> <a href="#">Suite 135</a> <del>Lake Oswego</del> <a href="#">Portland, OR 97035</a> <a href="#">97224</a> (503) 344-4815	524	<b>Oregon</b> - The counties of Clackamas, Clatsop, Columbia, Hood River, Marion, Multnomah, Sherman, Tillamook, Wasco, Washington and Yamhill; <b>Washington</b> - The counties of Clark, Cowlitz, Skamania and Wahkiakum.
	575	<b>Oregon</b> - The counties of Benton, Coos, Crook, Curry, Deschutes, Douglas, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn and Polk.
<del><b>Carpenter/Carpenter (W NE SD)</b>  <b>e/o Carpenter Concepts, Inc.</b>            3221 Ramada Rd, Ste 10,            Grand Island NE, 68801            (308) 389-3243</del>	665	<del><b>Nebraska</b>—The counties of Adams, Antelope, Arthur, Banner, Blaine, Boone, Boyd, Box Butte, Brown, Buffalo, Butler, Chase, Cherry Cheyenne, Clay, Colfax, Custer, Dawes, Dawson, Deuel, Dodge, Dundy, Fillmore, Franklin, Frontier, Furnas, Garden, Garfield, Gosper, Grant, Greely, Hall, Hamilton, Harlan, Hayes, Hitchcock, Holt, Hooker, Howard, Kearney, Keith, Keya Paha, Kimball, Knox, Lancaster, Lincoln, Logan, Loup, Madison, McPherson, Merrick, Morrill, Nance, Nuckolls, Perkins, Phelps, Pierce, Platte, Polk, Red Willow, Rock, Saline, Saunders, Scotts Bluff, Seward, Sheridan, Sherman, Sioux, Thayer, Thomas, Valley, Webster, Wheeler, York;</del> <del><b>South Dakota</b>—The counties of Aurora, Beadle, Bennett, Brown, Brule, Buffalo, Butte, Campbell, Corson, Charles Mix, Custer, Davison, Dewey, Douglas, Edmunds, Fall River, Faulk, Gregory, Haakon, Hand, Harding, Hughes, Hyde, Jackson, Jerould, Jones, Lawrence, Lyman, McPherson, Meade, Mellette, Pennington, Perkins, Potter, Sanborn, Shannon, Spink, Stanley, Sully, Todd, Tripp, Walworth, Ziebach.</del>

Business Developer Name and Contact Information	Contract Number	Territory
<p><del>Carpenter/Carpenter (NE-IA) Carpenter Concepts, Inc.— 3221 Ramada Rd, Ste 10, Grand Island NE, 68801— (308) 389-3243</del></p>	688	<p><del>Nebraska—The counties of Burt, Cass, Douglas, Gage, Jefferson, Johnson, Nemaha, Otoe, Pawnee, Richardson, Sarpy and Washington; Iowa—The counties of Fremont, Harrison, Mills, Montgomery, Page, Pottawattamie and Shelby.</del></p>
<p><del>Melikian/Sarlis (NY-Bklyn/Qns) e/o Restaurex- Developments Inc. — 750 East Main Street 8<sup>th</sup> Floor, Suite 810 Stamford, CT 06902 (475) 299-8681</del></p>	681	<p><del>New York—The County of Queens and Brooklyn.</del></p>
<p><del>Melikian/Sarlis (NJ)— e/o Restaurex Developments Inc. — 750 East Main Street 8<sup>th</sup> Floor, Suite 810 Stamford, CT 06902 (475) 299-8681</del></p>	678	<p><del>New Jersey—The counties of Bergen, Essex, Hudson, Hunterdon, Morris, Passaic, Somerset, Sussex and Warren</del></p>
<p><del>Curry, Donna e/o Subway Development of Las Vegas 3031 W. Horizon Ridge Park, Suite 100- Henderson, NV 89052- (702) 564-6701</del></p>	541	<p><del>Nevada—The counties of Clark, Esmeralda, Lincoln and Nye.</del></p>
<p><del>Davenport II, Ted e/o Kolohe LLC 1326 Kamehame Drive, Honolulu, HI 96825 (808) 949-3399</del></p>	576	<p><del>Hawaii—The entire state.</del></p>
<p><del>Dell, John- e/o SW Development of East TN, LLC 9050 Executive Park Dr. Suite 102B- Knoxville TN 37923- (865) 692-2198</del></p>	619	<p><del>Tennessee—The counties of Anderson, Bledsoe, Blount, Campbell, Carter, Clairborne, Cocke, Cumberland, Fentress, Grainger, Greene, Hamblen, Hancock, Hawkins, Jefferson, Johnson, Knox, Loudon, McMinn, Meigs, Monroe, Morgan, Overton, Pickett, Rhea, Roane, Scott, Sevier, Sullivan, Unicoi, Union and Washington.</del></p>
<p><del>Dell, John / Maxson, Bob e/o Sub Innovations, LLC- 51 Century Blvd Suite 251 Nashville, TN 27214 (615) 915-0829</del></p>	523	<p><del>Tennessee—The counties of Bedford, Benton, Cannon, Cheatham, Christian, Clay, Coffee, Davidson, Decatur, Dekalb, Dickson, Franklin, Giles, Grundy, Hamilton, Hardin, Hickman, Houston, Humphreys, Jackson, Lawrence, Lewis, Lincoln, Macon, Marion, Marshall, Maury, Montgomery, Moore, Perry, Putnam, Robertson, Rutherford, Sequatchie, Smith, Stewart, Sumner, Trousdale, Warren, Wayne, White, Williamson, Wilson.</del></p>

Business Developer Name and Contact Information	Contract Number	Territory
<p><del>Fisher, Joseph e/o Iowa Subway Development Inc. 503 Duff, Ames, IA 50010 (515) 232-0239</del></p>	<p><del>612</del></p>	<p><del>Iowa—The counties of Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mitchell, Monona, Monroe, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Polk, Poweshiek, Ringgold, Sac, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright.</del></p>
<p><b>Fong, Johnnie V./Fong, Marcos</b> c/o Subway Investments Corp #161 US Army Juan Fejeran St Barrigada Heights Guam GU 96913 (670) 235-2255</p>	<p>631</p>	<p>The Island of <b>Guam</b> and <b>Northern Marianas Islands</b>.</p>
<p><b>Golf, Ethan</b> c/o Subway Development of SW Washington 6521 43rd Avenue Court NW, Suite A, Gig Harbor, WA 98335 (253) 851-8117</p>	<p>580</p>	<p><b>Washington</b> - The counties of Clallam, Grays Harbor, Jefferson, Kitsap, Lewis, Mason, Pacific Pierce and Thurston.</p>
<p><b>Grewal DC/MD</b> <b>Grewal, Jesse S./Grewal, Hardeep/Grewal, Harpaul</b> <b>OhCal MidAtlantic, LLC</b> 7601 Lewinsville Road, Suite 310 McLean, VA 22102 (703) 790-1010</p>	<p>520</p>	<p><b>Maryland</b> - The counties of Calvert, Charles, Prince George, St. Marys and the parts of Montgomery County which are less than thirteen miles from the Washington Beltway; <b>Virginia</b> - The counties of Arlington, Clarke, Fairfax, Fauquier, Frederick, King George, Lancaster, Loudoun, Northumberland, Prince William, Richmond, Stafford, Warren, Westmoreland and the city of Alexandria; <b>Washington DC</b> - The entire area.</p>
<p><b>Grewal VA</b> <b>Grewal, Jesse S./Grewal, Hardeep/Grewal, Harpaul</b> <b>OhCal MidAtlantic, LLC</b> 7601 Lewinsville Road, Suite 310 McLean, VA 22102 (703) 790-1010</p>	<p>549</p>	<p><b>Virginia</b> -The counties of Accomack, Albemarle, Alleghany, Amelia, Amherst, Appomattox, Augusta, Gath, Bedford, Bland, Botetourt, Brunswick, Buchanan, Buckingham, Campbell, Caroline, Carroll, Charles City, Charlotte, Chesterfield, Craig, Culpeper, Cumberland, Dickenson, Dinwiddie, Essex, Floyd, Fluvanna, Franklin, Giles, Gloucester, Goochland, Grayson, Greene, Greensville, Halifax, Hanover, Henrico, Henry, Highland, Isle of Wight, James City, King and Queen, King George, King William, Lee, Louisa, Lunenburg, Madison, Mathews, Mecklenburg, Middlesex, Montgomery, Nelson, New Kent, Northampton, Nottoway, Orange, Page, Patrick, Pittsylvania, Powhatan, Prince Edward, Prince George, Pulaski, Rappahannock, Roanoke, Rockbridge, Rockingham, Russell, Scott, Shenandoah, Smyth, Southampton, Spotsylvania, Suffolk, Surry, Sussex, Tazewell, Washington, Wise, Wythe, York.</p>
<p><b>Grewal, Harpaul/Grewal, Gurcharan</b> <b>Grewal Foods OC, LLC</b> 9870 Irvine Center Dr. Irvine CA 92618 (949) 387-2667</p>	<p>543</p>	<p><b>California</b> - Orange county.</p>

Business Developer Name and Contact Information	Contract Number	Territory
<b>Grewal LA</b> <b>OhCal Foods, LLC.</b> <b>c/o Grewal, Hardeep</b> 6110 Variel Avenue, Suite 2A Woodland Hills, CA 91367 (818) 715-9400	530	<b>California</b> - Los Angeles county
<b>Van Nispen/Grinsell/Wilhelm N.WI &amp; N.MI</b> <b>Van Nispen, Todd/Grinsell, Howard/ Wilhelm, Brandon</b> <b>Northwoods BDA Group, LLC</b> 166 North Concord Exchange Floor 2 South Saint Paul, MN 55075 (651) 735-3624	553	<b>Michigan</b> - The counties of Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft; <b>Wisconsin</b> - The counties of Adams, Ashland, Brown, Calumet, Door, Florence, Fond du Lac, Forest, Green Lake, Iron, Juneau, Kewaunee, Langlade, Lincoln, Manitowoc, Marathon, Marinette, Marquette, Menominee, Oconto, Oneida, Outagamie, Portage, Price, Shawano, Sheboygan, Taylor, Vilas, Waupaca, Waushara, Winnebago, Wood.
<del><b>Melikian, Alexandre/Sarlis, Paul</b></del> <del><b>e/o Restaurex Developments Inc.</b></del> <del>750 East Main Street</del> <del>8<sup>th</sup> Floor, Suite 810</del> <del>Stamford, CT 06902</del> <del>(475) 299-8684</del>	<del>572</del> <del>618</del> <del>720</del>	<del><b>Connecticut</b> - The counties of New Haven and Middlesex.</del> <del><b>Connecticut</b> - The counties of Fairfield and Litchfield.</del> <del><b>New York</b> - The counties of Rockland, Westchester, Putnam, Bronx and the Island of Manhattan.</del>
<b>Marshall, John R/ Marshall, Karlye</b> <b>c/o Clearstone Development Inc.</b> 3510 Hartsel Drive, Colorado Springs, CO 80920 <del>546</del> (719) 590-1502	557	<b>Colorado</b> - The counties <del>of Arapahoe and Denver, excluding the Denver International Airport.</del> <del><b>Colorado</b></del> - The counties of Alamosa, Archuleta, Baca, Bent, Cheyenne, Conejos, Costilla, Crowley, Custer, Dolores, Douglas, El Paso, Elbert, Fremont, Hinsdale, Huerfano, Kiowa, Kit Carson, La Plata, Las Animas, Lincoln, Mineral, Montezuma, Otero, Ouray, Prowers, Pueblo, Rio Grande, Saguache, San Juan, San Miguel and Teller.
<del><b>Marshall, John/ Marshall, Karlye</b></del> <del><b>Clearstone Development Inc.</b></del> <del>6100 Indian School Road NE, Suite 230</del> <del>Albuquerque, NM 87110</del> <del>(719) 590-1502</del>	590	<del><b>New Mexico</b> - The counties of Bernalillo, Catron, Chaves, Cibola, Colfax, Curry, DeBaca, Eddy, Guadalupe, Harding, Lincoln, Lea, Los Alamos, McKinley, Mora, Quay, Rio Arriba, Roosevelt, Sandoval, San Juan, San Miguel, Santa Fe, Socorro, Taos, Torrance, Union and Valencia.</del>
<b>Marwaha, Raghu/ Marwaha, Rohit</b> <b>Marwaha/Marwaha Sac-Reno CA</b> <u><a href="#">MGDA NorCal, LLC</a></u> 4210 Green River Rd. Corona, CA 92880 (951) 523-8603	526	<b>California</b> - The counties of Amador, Butte, Colusa El Dorado, Glenn, Lassen, Modoc, Mono, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo and Yuba; <b>Nevada</b> - The counties of Carson City, Churchill, Douglas; Humboldt, Lander, Lyon, Mineral, Pershing, Storey and Washoe.
<b>Marwaha, Raghu/ Marwaha, Rohit</b> <b>Marwaha/Marwaha East Bay CA</b> <del>4210 Green River Rd.</del> <u><a href="#">MGDA NorCal, LLC</a></u> <u><a href="#">2551 W. Woodland Drive</a></u> <del>Corona</del> <u><a href="#">Anaheim, CA 92880-92801</a></u> (951) 523-8603	568	<b>California</b> - The counties of Alameda, Contra Costa and San Joaquin

Business Developer Name and Contact Information	Contract Number	Territory
<b>Marwaha, Raghu/ Marwaha, Rohit</b> <b>Marwaha/Marwaha No Coast CA</b> <del>4210 Green River Rd.</del> <a href="#">MGDA NorCal, LLC</a> <a href="#">2551 W. Woodland Drive</a> <del>Corona</del> <a href="#">Anaheim, CA 92880</a> <a href="#">92801</a> <del>(951)805</del> <a href="#">523-8603</a> <a href="#">403-7353</a>	620	<b>California</b> - The counties of Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Solano, Sonoma and the portion of Trinity County west of the Trinity National Forest.
<b>Marwaha, Raghu/ Marwaha, Rohit</b> <b>Marwaha/Marwaha San Jose CA</b> <del>4210 Green River Rd.</del> <a href="#">MGDA NorCal, LLC</a> <a href="#">2551 W. Woodland Drive</a> <del>Corona</del> <a href="#">Anaheim, CA 92880</a> <a href="#">92801</a> <del>(951)805</del> <a href="#">523-8603</a> <a href="#">403-7353</a>	626	<b>California</b> - The counties of Monterey, San Benito, Santa Clara and Santa Cruz.
<b>Marwaha, Raghu/ Marwaha, Rohit</b> <b>Marwaha/Marwaha San Francisco CA</b> <del>4210 Green River Rd.</del> <a href="#">MGDA NorCal, LLC</a> <a href="#">2551 W. Woodland Drive</a> <del>Corona</del> <a href="#">Anaheim, CA 92880</a> <a href="#">92801</a> <del>(951)805</del> <a href="#">523-8603</a> <a href="#">403-7353</a>	642	<b>California</b> - The counties of San Francisco and San Mateo
<b>Marwaha, Raghu/ Marwaha, Rohit</b> <del>4210 Green River Rd.</del> <a href="#">2551 W. Woodland Drive</a> <del>Corona</del> <a href="#">Anaheim, CA 92880</a> <a href="#">92801</a> <del>(909)805</del> <a href="#">944-3429</a> <a href="#">403-7353</a>	584	<b>California</b> – The counties of San Bernardino, Riverside and Imperial.
<b>Marwaha, Raghu/ Marwaha, Rohit/ Cooreman, Christophe</b> <b>c/o MGDA Houston, LLC</b> 15055 Woodham Dr Houston, TX 77073 <del>281-444-1392</del> <a href="#">(832) 606-2958</a>	540	<b>Texas</b> - The counties of Brazoria, Chambers, Galveston, Fort Bend, Liberty, Polk, San Jacinto, Trinity and Walker.
<b>Marwaha, Rohit and Raghu</b> MGDA NorCal, LLC <del>1382 E. Alluvial Ave.</del> <a href="#">2551 W. Woodland Drive</a> <del>Suite 101</del> <del>Fresno</del> <a href="#">Anaheim, CA 93720</a> <a href="#">92801</a> <del>(559)805</del> <a href="#">256-4100</a> <a href="#">403-7353</a>	529	<b>California</b> - The counties of Alpine, Calaveras, Fresno, Kings, Madera, Merced, Mariposa, Stanislaus, Tulare and Tuolumne.
<b>Marwaha, Raghu/Marwaha, Rohit/Santa Barbara</b> <b>SBMG, LLC</b> <del>21900 Burbank Blvd.</del> <del>Suite 300</del> <a href="#">2551 W. Woodland Hills Drive</a> <a href="#">Anaheim, CA 91367</a> <a href="#">92801</a> <del>818-992-2936</del> <a href="#">(805) 403-7353</a>	515	<b>California</b> - The counties of Inyo, Kern, Santa Barbara, San Luis Obispo and Ventura.

<b>Business Developer Name and Contact Information</b>	<b>Contract Number</b>	<b>Territory</b>
<b>Marwaha, Rohit/Marwaha, Ravinder</b> c/o Subway Development of San Diego LLC <del>6963 Friars Rd. Suite 200</del> <a href="#">2551 W. Woodland Drive</a> <del>San Diego</del> <a href="#">Anaheim</a> , CA <del>92108</del> - <a href="#">92801</a> <del>(619)805</del> <del>688-9255</del> <a href="#">403-7353</a>	534	<b>California</b> - The county of San Diego.
<b>Marwaha, Raghu/Marwaha, Rohit/Riverside</b> <del>4210 Green River Road</del> <a href="#">2551 W. Woodland Drive</a> <del>Carona</del> <a href="#">Anaheim</a> , CA <del>92880</del> - <a href="#">92801</a> <del>(909)805</del> <del>944-3429</del> <a href="#">403-7353</a>	584	<b>California</b> - The counties of San Bernardino, Riverside and Imperial.
<b>Mesi, Philip</b> e/o Subway Development Corp of Chicagoland 5521 N. Cumberland Ave, Suite 1102 Chicago, IL 60656- <del>(773) 380-3040</del>	570	<b>Illinois</b> —Cook county North of Rte 290 except city of Chicago
	606	<b>Illinois</b> —City of Chicago in Cook county
<b>Moore, Eric</b> e/Conquer Earth Inc. 801 Jason Way, Yankton, SD 57078- <del>(605) 665-0720</del>	689	<b>Minnesota</b> —The counties of Big Stone, Chippewa, Cotton Wood, Douglas, Grant, Jackson, Lac Qui Parle, Lincoln, Lyon, Murray, Noble, Pipestone, Pope, Redwood, Rock, Stevens, Swift, Traverse and Yellow Medicine;- <b>Nebraska</b> —The counties of Cedar, Cuming, Dakota, Dixon, Stanton, Thurston and Wayne;- <b>South Dakota</b> —The counties of Bon Homme, Brookings, Clark, Clay, Codrington, Day, Deuel, Grant, Hamlin, Hanson, Hutchinson, Kingsbury, Lake, Lincoln, Marshall, Mc Cook, Miner Minnehaha, Moody, Roberts, Turner, Union and Yankton.
<b>Muto, Abbie</b> e/o SubSupport & Dev of Eastern PA Corp. 7733 Main Street Fogelsville, PA 18051- <del>(610) 366-8120</del>	632	<b>Pennsylvania</b> —The counties of Bradford, Bucks, Carbon, Columbia, Lackawanna, Lehigh, Luzerne, Lycoming, Monroe, Northampton, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne and Wyoming.
<b>Marshall, John/Marshall, Karlye</b> e/o Clearstone Development Inc.- 3510 Hartsel Drive, Colorado Springs, CO 80920- <del>(719) 590-1502</del>	566	<b>Colorado</b> —The Denver International Airport located in Denver County and the counties of Adams, Boulder, Broomfield, Chaffee, Clear Creek, Delta, Eagle, Garfield, Gilpin, Grand, Gunnison, Jackson, Jefferson, Lake, Larimer, Logan, Mesa, Moffat, Montrose, Morgan, Park County, Phillips, Pitkin, Rio Blanco, Routt, Sedgwick, Summit, Washington, Weld and Yuma.
<b>Nonnamaker, Joe/Nonnamaker, William/Nonnamaker, Wayne</b> c/o Consulting Professionals Inc. 5441 Global Gateway, North Canton, OH 44720 (330) 563-0123	614	<b>Ohio</b> – The counties of Carroll, Columbiana, Harrison, Jefferson, Portage, Stark and Summit.
	551	<b>Pennsylvania</b> - The counties of Armstrong, Butler, Cameron, Centre, Clarion, Clearfield, Clinton, Crawford, Elk, Erie, Forest, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Venango and Warren; <b>Ohio</b> - The counties of Trumbull and Mahoning.
	556	<b>Pennsylvania</b> - Allegheny county
	670	<b>New York</b> The counties of Cattaraugus, Chautauqua, Erie and Niagara.

Business Developer Name and Contact Information	Contract Number	Territory
<p><del>Olson, Brent/Clark, John/Knoff, Peter— e/o Minneapolis Subway Development— 9800 Shelard Parkway, Suite 205, Plymouth, MN 55441 (763) 540-0788.</del></p>	669	<p><del>Minnesota—The counties of Becker, Beltrami, Clay, Clearwater, Hubbard, Kittson, Lake of the Woods, Mahnommen, Marshall, Norman, Otter Tail, Pennington, Polk, Red Lake, Roseau and Wilkin; North Dakota—The entire state.</del></p>
<p>Olson, Brent/ Clark, John/ Anderson, Mark c/o Minneapolis Subway Development <del>73 Broadway</del><a href="#">9800 Shelard Parkway</a> <del>Fargo, ND 58102</del> <del>701-364-9197</del><a href="#">Suite 205</a> <a href="#">Plymouth, MN 55441</a> <a href="#">(763) 540-0788</a></p>	599	<p>Minnesota - The counties of Benton, Blue Earth, Brown, Carver, Cass, Crow Wing, Faribault, Freeborn, Hennepin, Kandiyohi, Le Sueur, Martin, McLeod, Meeker, Millie Lacs, Morrison, Nicollet, Renville, Rice, Scott, Sherburne, Sibley, Stearns, Steele, Todd, Wadena, Waseca, Watonwan and Wright.</p>
<p><del>Sandhu, Kanwalpreet /Sandhu, Jangmohan- Baltimore Subway Group Corporation- 300 Water Street, 2<sup>nd</sup> Floor, Suite 200 Baltimore, MD 21202— (410) 752-6760</del></p>	519	<p><del>Maryland—area inside the Baltimore Beltway (route 695)</del></p>
<p>Swanson/Vazquez Lyle A Swanson III / Jose E Vazquez <del>504 Munoz Rivera FLR 2</del> <a href="#">1569 Calle Alda</a> <a href="#">Urb. Carbe, Suite 201</a> <del>Hato Rey</del> San Juan, PR <del>00918</del><a href="#">00926</a>  (787) 282-0101</p>	883	<p>US Virgin Islands (St. Croix, St. John &amp; St. Thomas).</p>
<p>Swanson III, Lyle A. /Vazquez, Jose c/o Subs Island Development Inc. <del>504 Munoz Rivera, Floor 2,-</del> <a href="#">1569 Calle Alda</a> <a href="#">Urb. Carbe, Suite 201</a> <del>Hato Rey</del> San Juan, PR <del>00918</del><a href="#">00926</a>  (787) 282-0101</p>	699	<p>Puerto Rico – The entire commonwealth.</p>
<p>Wilhelm, Jeffrey/Wilhelm, Phoebe/Wilhelm, Brandon c/o Subway J.P.W. Inc 720 N Mulford Road Rockford, IL 61109 (815) 398-0190</p>	569	<p>Illinois - The counties of Boone, Carroll, Jo Davies, Lee, Ogle, Stephenson, Whiteside and Winnebago; Wisconsin - The counties of Columbia, Crawford, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Vernon.</p>
	596	<p>Illinois – The counties of Lake and McHenry.</p>
	629	<p>Illinois - The counties of Bureau, Henry, LaSalle, Putnam and Rock Island; Iowa -The counties of Clinton, Muscatine and Scott.</p>

## EXHIBIT R

### 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:

<b>State</b>	<b>Effective Date</b>
California	Effective April 25, 2024
Hawaii	Effective May 14, <a href="#">2024, as amended July 2, 2024, as amended November 25, 2024</a>
Illinois	Effective April 25, 2024
Indiana	Effective April 25, 2024
Maryland	Effective <del>June 8</del> <a href="#">May 30, 2023</a> <a href="#">2024</a>
Michigan	Effective December 5, 2023
Minnesota	<del>Pending</del> <a href="#">Effective June 25, 2024, as amended</a>
New York	Effective April 25, 2024
North Dakota	Effective April 30, 2024
Rhode Island	Effective May 10, 2024
South Dakota	Effective April 30, 2024
Virginia	Effective May 6, <a href="#">2024, as amended July 9, 2024, as amended November 18, 2024</a>
Washington	Effective May 2, 2024
Wisconsin	Effective April 25, 2024, as amended May 6, <a href="#">2024, as amended June 24, 2024, as amended November 14, 2024</a>

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

Issued: 04/25/24

Amended:

~~06/21/24~~ 11/14/24

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 DAL offers you a franchise, DAL must provide this Disclosure Document to you at the earliest of either: 1) 14 calendar or 10 business days (whichever is later) or 2) the first personal meeting to discuss our franchise (APPLICABLE ONLY IN NEW YORK) before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and your state agency listed in Exhibit H.

DAL has appointed the persons listed in Exhibit I as its registered agent authorized to receive service of process for DAL. The name, principal business address and telephone number of each franchise seller offering the franchise is: Doctor's Associates LLC, 1 Corporate Drive, Suite 1000, Shelton, CT 06484, Phone: 1-800-888-4848; the name, principal business address and telephone number of the Business Developer for your state or territory as listed on Exhibit Q; or, as follows (if applicable):

[Empty rectangular box for listing franchise seller and business developer information]

Date of Issuance: April 25, 2024, amended June 21, 2024, amended November 14, 2024. Exhibit S provides the effective dates of this Disclosure Document for certain states requiring Disclosure Document registration, filing or exemption from registration.

I received a Disclosure Document dated April 25, 2024, amended June 21, 2024, amended November 14, 2024, that included the following Exhibits: A - Franchise Agreement; A-1 – Franchise Agreement Rider; A-2 – Owner’s Statement A-3 – SubwayPOS® End User License Agreement; A-4 – Walmart® Rider; A-4-1 – Walmart® Addendum; A-4-2 – Sub-Sublease Form for Walmart®; A-5 – Auntie Anne’s® Rider; A-5-1 – Auntie Anne’s® Addendum; A-6 – NEXCOM Rider; A-6-1 – NEXCOM Addendum; A-7 – AAFES Addendum; A-7-1 AAFES Rider; A-8 – MCCS Rider; A-8-1 – MCCS Addendum; A-9 – Co-Brand Location Rider; A-10 – Dual Location Rider; A-11 – Franchisee Participation Agreement; A-12 – Development Agreement; A-13 – Multi-Unit Franchise Agreement; A-14 – Grab & Go (On-Site) Rider; A-15 – Pepsi Participation Agreement; B - List of Subway® Franchises as of December 31, 2023; B-1 List of Subway® Outlets with Multiple Ownership Changes during same Fiscal Year for Years 2023, 2022 and 2021; B-2 List of Subway® Franchisees who Ceased Operating during the Fiscal Year ended December 31, 2023; C-1 – Audited Financial Statements for the Fiscal Years Ended December 31, 2023, 2022, 2021; D – Sublease; D-1 Franchisor Lease Rider; D-2 Lease Amendment; D-3 – Sublicense; D-4 – Subconcession Agreement; D-5 – Sub Contract; D-6 – Franchisee Acceptance of Renegotiation; D-7 Lease and Sublease Termination Agreement; E - Intent to Sublease; F - Pre-Authorized Bank Form; G-1 – Renewal Addendum; G-2 – Transfer Addendum; G-3 – Transfer Addendum (Additional Term); G-4 – Amendment (Additional Term); H – State Agencies; I – Agents For Service of Process; J – Operations Manual Table of Contents; K-1 – DAL Promissory Note; K-2 – Huntington Technology Finance Equipment Lease; L – Litigation; M – Global Privacy Statement; N – Social Media Guidelines; O – General Release; P – State Addenda; Q – Business Developers; R – State Effective Dates; Company Restaurant Sale Addendum (if applicable); and this detachable Acknowledgment of Receipt.

The Disclosure Document was received on: \_\_\_\_\_ .

I acknowledge my understanding that it is my responsibility to review the Disclosure Document or to have my attorney review it with me so that I am fully familiar with the transaction contemplated before the execution of any document or the payment of any monies.

**If individual structure:**

**If entity structure:**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(Authorized Signatory)

NAME: \_\_\_\_\_  
(Please Print)

NAME: \_\_\_\_\_  
(Please Print Name of Authorized Signatory)

DATE: \_\_\_\_\_

NAME OF ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPE OF ENTITY (Corporation, LLC, etc.): \_\_\_\_\_

NAME: \_\_\_\_\_  
(Please Print)

STATE OF INCORPORATION / FORMATION: \_\_\_\_\_



RECEIPT

Issued: 04/25/24

Amended:

~~06/21/24~~ 11/14/24

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**If individual structure:**

**If entity structure:**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(Authorized Signatory)

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

(Please Print)

(Please Print Name of Authorized Signatory)

DATE: \_\_\_\_\_

NAME OF ENTITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPE OF ENTITY (Corporation, LLC, etc.): \_\_\_\_\_

NAME: \_\_\_\_\_

STATE OF INCORPORATION / FORMATION: \_\_\_\_\_

(Please Print)