

EXHIBIT N:

EXHIBIT TO ITEM 20

EXHIBIT TO ITEM 20

Listed below are the names, home addresses and phone numbers of every franchisee who has had an outlet terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise during the fiscal year 2023, or who has not communicated with us within 10 weeks of the date of this Disclosure Document.

4	SODEXO, INC. c/o Don Wood 6081 Hamilton Boulevard Allentown, PA 18106 516-922-9469	Alabama
1	SUN PIZZA, LLC c/o Harold Rose 3016 8 th Street NW Minot, ND 58703 618-910-4386	Arizona
1	AMG5 PIZZA RESTAURANTS PJS1, LLC c/o Avneet Kang 198 Benmore Drive Hayward, CA 94542 650-505-0830	California
1	AMG5 PIZZA RESTAURANTS PJS2, LLC c/o Avneet Kang 198 Benmore Drive Hayward, CA 94542 650-505-0830	California
3, 7	BEACHWOOD CAPITAL CORPORATION c/o Dennis Shen 12 Strawberry Farm Road Irvine, CA 92612 714-612-1083	California
4	CRAVU-2, INC. c/o Wasim Rahman 9330 Baseline Road, Suite 204 Rancho Cucamonga, CA 91701 909-262-0973	California
4	HIS PIZZA LLC c/o Jason Maples 13107 Appaloosa Avenue Bakersfield, CA 93314 661-391-0123	California

4	I & R FOODS LLC c/o Ignacio Gaytan Huescas 13471 Planet Court Riverside, CA 92503 951-212-6903	California
2	KPIZZA, LLC c/o Ajay Keshap 8525 Tobias Avenue, Unit #288 Panorama City, CA 91402 818-929-6332	California
1	LASNE, LLC c/o Dilshad Lasne 27054 Mountain Willow Lane Santa Clarita, CA 91387 661-425-2373	California
1	OC CAPITAL GROUP LLC c/o Sanjeev Agrawal 9 Charca Rancho Santa Margarita, CA 92688 949-742-1426	California
4	PAPA JOHNS DESERT L.L.C. c/o Fred Afriade 11107 Silversun Lane Rancho Cucamonga, CA 91737 818-309-6847	California
1	PERFECTO PIZZA INC. c/o Eduardo Sanchez 44-250 Monroe Street Indio, CA 92201 760-342-0778	California
1	PJ HEJRAM INC c/o Tamime Daoud 5861 Vizcaino Way Newark, CA 94560 510-283-3483	California
1	RTE 66 INVESTMENT INC c/o Chunzhi "Linda" Wei 750 East 5 th Street, Unit 5 Azusa, CA 91702 626-905-1303	California
1	VEDAWAT INCORPORATION c/o Jaishri Joshi 5017 Alta Street Simi Valley, CA 93063 805-304-0310	California
1	VGEN PIZZA INC. c/o Jaishri Joshi 1308 Madera Road, Suite B6 Simi	California

	Valley, CA 93065 818-984-6669	
3	WNU, LLC c/o Paul Urbina 10040 Rosecrans Boulevard Bellflower, CA 90706 602-920-1904	California
1	BROWN & DORTCH, LLC c/o 2200 Sugar Flat Road Lebanon, TN 37087 615-218-4341	District of Columbia
4	PITA HUT ENTERPRISES XVII, LLC c/o Ankur Sakhuja 5390 Bayside Drive Orlando, FL 32819 407-810-6239	District of Columbia
1	ARK 305 LLC c/o Roland McBarnette 2000 NE 135 th Street, Apt. 403 North Miami, FL 33181 954-940-8488	Florida
1	OUR SAI LLC c/o Vivekkumar Patel 727 Evening Star Lane Deland, FL 32724 561-707-0221	Florida
4	PITA HUT ENTERPRISES XII, LLC c/o Ankur Sakhuja 5390 Bayside Drive Orlando, FL 32819 407-810-6239	Florida
1	DELICIOUS PIZZA LLC c/o Shamsha Lakhani 2701 Lovejoy Circle Duluth, GA 30097 678-344-3898	Georgia
1	H2Z VENTURE LLC c/o Dianna "Dawn" Zmuda 410 West Cherry Street Jesup, GA 31545 912-424-4172	Georgia
	SARPJ, L.L.C.	

1	c/o Stan R. Barbour 307 Wesley Rigdon Road Tifton, GA 31794 229-256-9535	Georgia
3	COMPASS GROUP USA, INC. D/B/A CHARTWELLS HIGHER ED c/o Franchise Counsel 2400 Yorkmont Road Charlotte, NC 28217 704-328-4000	Idaho, Illinois
1	ELBAY DUNDEE INC. c/o Naim Mustafa 10125 South Roberts Road Palos Hills, IL 60465 312-778-1402	Illinois
1	ELBAY COMPANIES GROUP, LTD. c/o Naim Mustafa 10125 South Roberts Road Palos Hills, IL 60465 312-778-1402	Illinois
2	JULIAN EATS, LLC c/o Gustavo Espinosa 203 North Kenilworth, #4P Oak Park, IL 60304 773-988-6275	Illinois
1	NEPTUNE STAR INC. c/o Sohail Asmal 8232 North Kolmar Avenue Skokie, IL 59976 847-493-9424	Illinois
1	PRODIGY HORIZONS CORP. c/o Ryan Schroeder 3060 Cemetery Road Morris, IL 60450 815-370-3513	Illinois
1	GOLDEN RULE PIZZA, LLC c/o Michael E. Lieser 85 Desales Avenue P.O. Box 794 Lebanon, OH 45036 513-702-3326	Indiana, Ohio
4	INDIANA UNIVERSITY SOUTHEAST c/o Julie Ingram 4201 Grant Line Road New Albany, IN 47150	Indiana

	812-941-2318	
1	SABOOR GROUP INC c/o Muhammad Amir Khan 217 North Graylynn Drive Mount Prospect, IL 60056 773-865-1424	Indiana
1	E.E.A.T PIZZA HOLDINGS, L.L.C. c/o Lance Sizemore 1014 U.S. 52 Spur New Richmond, OH 45157 513-582-6526	Kentucky, Ohio
1	PJ MT STERLING, LLC c/o Robert Workman 703 Jewell Road Wilmore, KY 40390 859-229-2710	Kentucky
1	JH34 COMPANY LLC c/o Justin Hardee 4605 Gary Mikel Avenue Metairie, LA 70002 216-548-1270	Louisiana
4	PITA HUT ENTERPRISES VIII, LLC c/o Ankur Sakhuja 5390 Bayside Drive Orlando, FL 32819 407-810-6239	Louisiana
3	COLONEL'S LIMITED, LLC c/o William F. Freitas 8520-A Tyco Road Vienna, VA 22182-7505 703-271-8818	Maryland
4	SOUTHERN NEW ENGLAND PIZZA, LLC c/o Christopher Bizier 940 Fall River Avenue Seekonk, MA 02771 401-413-5367	Massachusetts
1	TAILGATE DEVELOPMENT, LLC c/o Danyal Mazhar 167 Broadway Fall River, MA 02721-1105 916-640-9989	Massachusetts
4	QUALITY FOOD MANAGEMENT INC. c/o Mark McFarland	Michigan

	14203 Rick Drive Shelby Twp, MI 48315 586-419-9510	
6, 7	PJ WISCONSIN, LLC c/o Scott Hermanson 222 South 3 rd Street, Unit 1307 Milwaukee, WI 53204 414/302-1068	Minnesota, Wisconsin
3	ARAMARK FOOD AND SUPPORT SERVICES GROUP, INC. c/o Ann Marie Solomon 2400 Market Street Philadelphia, PA 19103 215-409-7664	Mississippi, Ohio
1	J & J PIZZA COMPANY c/o Matthew O'Donnell 8209 North Lindbergh Florissant, MO 63032 405-513-1187	Missouri
4	DEL SERVICES LLC c/o David Beerman 1850 Steamboat Parkway, #10001 Reno, NV 89521 530-961-2795	Nevada
1	CLAAC PIZZA AND CONCESSIONS, INC. c/o Curtis Gunther 17 Watkins Avenue Apalachin, NY 13732 607-624-0861	New York
1	DSMM LLC c/o Hammed Adeyemi 31 Standish Road Valley Stream, NY 11580 713-513-0613	New York
1	MCV LLC c/o Jamie L. McVannan 268 Ashley Road Maine, NY 13802 607-227-5468	New York

1	PATRIOT, LLC c/o Jamie L. McVannan 268 Ashley Road Maine, NY 13802 607-227-5468	New York
4	PITA HUT ENTERPRISES XIX, LLC c/o Ankur Sakhuja 5390 Bayside Drive Orlando, FL 32819 407-810-6239	New York
1	RANK PJ INC c/o Rofique Ahmed 84 19-150 th Street Jamaica, NY 11435 917-346-5183	New York
7	R & B RESTAURANT GROUP, L.L.C. c/o Richard Sturges 710 North Main Street Louisburg, NC 27549 919-608-4465	North Carolina
1	TJ5, LLC c/o Taresa Anne Alvarado 2703 Bunche Street Wilmington, NC 28405 910-262-4700	North Carolina
2	ARK-DOWD DOUGH, INC. c/o Thomas Dowd 2095 Lyndway Road Cleveland, OH 44121 216-640-9335	Ohio
1	JAC3 LLC c/o Elizabeth Patel 10533 Rosalee Lane Strongsville, OH 44136 330-285-7741	Ohio
2	OHIO FOOD, LLC c/o Dennis Shen 12 Strawberry Farm Road Irvine, CA 92612 714-612-1083	Ohio

1	BBBM LLC c/o Brent Bostick 1001 West Beech Avenue Duncan, OK 73533 580-255-8300	Oklahoma
1	G P BALI INC c/o Kenny Do 5755 North 17 th Street Philadelphia, PA 19141 267-600-9881	Pennsylvania
1	AHMAD PIZZA, LLC c/o Farhan Hashmi 2 Bourne Avenue Attleboro, MA 02703 401-226-6095	Rhode Island
1	H2Z VENTURE SC LLC c/o Dianna "Dawn" Zmuda 410 West Cherry Street Jesup, GA 31545 912-424-4172	South Carolina
1	SIJI PIZZA LLC c/o Dipesh Patel 1551 East Brooks Road Memphis, TN 38116 501-772-2353	Tennessee
3	SODEXO OPERATIONS, LLC c/o Carlos Linares 9801 Washington Boulevard Gaithersburg, MD 20878 301-987-4924	Tennessee
3	ALIANTE PIZZA CO L.L.C. c/o Charles Singer 5470 Turkey Lane Las Vegas, NV 89131 702-400-0018	Texas
3	AMERIDOUGH, INC. c/o Mamun Mehdi 8224 Ithaca Drive Arlington, TX 76002 817-300-7407	Texas

1	CGNT LLC c/o Jonathan Morgan 11 Mystic Valley Court Spring, TX 77381 713-548-6659	Texas
3	DCT TEXAS LLC c/o Matthew O'Donnell 3710 FM 2148 North Texarkana, TX 75503 903-733-1320	Texas
	DOUBLE PLESANT INVESTMENTS, LP	
4	c/o Kishore Singirikonda 7335 Ridgepoint Drive Irving, TX 75063 269-903-9772	Texas
1	GFPM LLC c/o Jonathan Morgan 11 Mystic Valley Court Spring, TX 77381 713-548-6659	Texas
3	PAPA TEXAS, LLC c/o Guillermo Perales 4515 LBJ Freeway Dallas, TX 75244 972-232-2118	Texas
1	REXCO FOODS, LLC c/o Rex D. Campbell 9 Southgate Drive The Woodlands, TX 77380 281-932-7902	Texas
4	8 SLICE VIDA LLC c/o Vince Billings 249 West 100 North Vernal, UT 84078 435-823-7580	Utah
7	QUEST FOODS, INC. c/o Vishu Verma 1155 North Cedar Mountain Road Fillmore, UT 84631 702-845-1828	Utah

1	AM MANAGEMENT, LIMITED LIABILITY COMPANY c/o J.D. Hinkle, III P.O. Box 414 Buckhannon, WV 26201 304-472-1202	West Virginia
6	RBJ RESTAURANT GROUP LLC c/o Scott Hermanson 222 South 3 rd Street, Unit 1307 Milwaukee, WI 53204 414/302-1068	Wisconsin

- (1) Franchisee sold or transferred all of its Restaurant(s) to other franchisees; no longer a part of system
- (2) Franchisee sold part of its Restaurants to other franchisees
- (3) Franchisee closed one or more Restaurants but continues to operate other Restaurants
- (4) Franchisee closed all of its Restaurants; no longer a part of system
- (5) Franchisee sold part of its Restaurants to other franchisees and closed all of its remaining Restaurant(s); no longer a part of system
- (6) Franchisee sold or transferred all of its Restaurant(s) to Franchisor
- (7) Area Developer who lost development rights without ever signing a unit franchise agreement or opening a franchise outlet
- (8) Franchisee closed all of its Restaurants but remains a minority owner of other franchisee entities that continue to operate Restaurants
- (9) Franchisee closed its only Restaurant due to destruction of the premises by fire. The franchisee stated that it intends to rebuild and re-open the Restaurant, but had not done so as of the date of this disclosure document

EXHIBIT O:

FINANCIAL STATEMENTS



Ernst & Young LLP
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Street Suite 1200
Louisville, KY 40202

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Fax: +1 502 584 4221 www.ey.com

Independent Auditor's Inclusion Letter

We agree to the inclusion in the Papa John's Franchising, LLC Franchise Disclosure Document dated March 26, 2024 of our report dated March 26, 2024, with respect to the financial statements of Papa John's Franchising, LLC as of December 31, 2023 and December 25, 2022 and the years ended December 31, 2023 and December 25, 2022 and December 26, 2021.

Ernst & Young LLP

March 26, 2024

FINANCIAL STATEMENTS

Papa John's Franchising, LLC As of December 31, 2023 and December 25, 2022 and the Years Ended December 31, 2023 and December 25, 2022 and December 26, 2021 With Report of Independent Auditors

Papa John’s Franchising, LLC

Financial Statements

**As of December 31, 2023 and December 25, 2022 and the Years Ended December 31, 2023 and
December 25, 2022 and December 26, 2021**

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Report of Independent Auditors

The Board of Directors Papa John's Franchising, LLC

Opinion

We have audited the financial statements of Papa John's Franchising, LLC (the Company), which comprise the balance sheets as of December 31, 2023 and December 25, 2022, and the related statements of operations, member's equity and cash flows for the years ended December 31, 2023, December 25, 2022, and December 26, 2021, and the related notes (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and December 25, 2022, and the results of its operations and its cash flows for the years ended December 31, 2023, December 25, 2022, and December 26, 2021 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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



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made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Ernst & Young LLP

March 26, 2024

Papa John's Franchising, LLC

Balance Sheets (In Thousands)

	December 31, 2023	December 25, 2022
Assets		
Current assets:		
Cash and cash equivalents	\$ —	\$ —
Accounts receivable (less allowance for credit losses of \$366 in 2023 and \$129 in 2022)	17,754	14,078
Total current assets	17,754	14,078
Advances to related parties	6,667	11,115
Related party notes receivable	15,000	15,000
Total assets	\$ 39,421	\$ 40,193
Liabilities and member's equity		
Current liabilities:		
Accrued expenses	\$ 46	\$ 113
Current deferred revenue	2,076	2,139
Total current liabilities	2,122	2,252
Deferred revenue	14,065	16,179
Total liabilities	16,187	18,431
Member's equity:		
Paid-in capital	15,100	15,100
Retained earnings	8,134	6,662
Total member's equity	23,234	21,762
Total liabilities and member's equity	\$ 39,421	\$ 40,193
<i>See accompanying notes.</i>		

Papa John's Franchising, LLC

Statements of Operations

(In Thousands)

	Years Ended		
	December 31, 2023	December 25, 2022	December 26, 2021
Revenues:			
Royalty fees	\$ 146,990	\$ 140,476	\$ 111,722
Franchise fees	1,827	1,045	930
Total revenues	148,817	141,521	112,652
Costs and expenses:			
General and administrative expenses	\$ 14,793	\$ 13,674	\$ 10,425
Other taxes	276	221	96
Bad debt (benefit) expense	276	(36)	219
Total costs and expenses	15,345	13,859	10,740
Operating income	133,472	127,662	101,912
Net income	\$ 133,472	\$ 127,662	\$ 101,912
<i>See accompanying notes.</i>			

Papa John's Franchising, LLC
Statements of Member's Equity
(In Thousands)

	Paid-In Capital	Retained Earnings	Total Member's Equity
Balance at December 27, 2020	\$ 15,100	\$ (25)	\$ 15,075
Member distributions	—	(95,004)	(95,004)
Net income	—	101,912	101,912
Balance at December 26, 2021	15,100	6,883	21,983
Member distributions	—	(127,883)	(127,883)
Net income	—	127,662	127,662
Balance at December 25, 2022	15,100	6,662	21,762
Member distributions	—	(132,000)	(132,000)
Net income	—	133,472	133,472
Balance at December 31, 2023	\$ 15,100	\$ 8,134	\$ 23,234

Papa John's Franchising, LLC

Statements of Cash Flows

(In Thousands)

	Years Ended		
	December 31, 2023	December 25, 2022	December 26, 2021
Operating activities			
Net income (loss)	\$ 133,472	\$ 127,662	\$ 101,912
Adjustments to reconcile net income (loss) to net cash provided by operating activities			
Changes in operating assets and liabilities			
Accounts receivable, net	(3,676)	(917)	(13,161)
Accrued expenses	(68)	113	(25)
Deferred revenue	901	1,291	
	<u>(2,177)</u>		
Net cash provided by operating activities	127,551	127,759	90,017
Investing activities			
Related party notes receivable	—	—	(15,000)
Advances to related parties	—	—	—
	<u>(127,551)</u>	<u>(127,759)</u>	<u>(90,117)</u>
Net cash used in investing activities	(127,551)	(127,759)	(105,117)
Financing activities			
Proceeds from member contributions	—	—	15,100
Net cash provided by financing activities	—	—	15,100
Change in cash and cash equivalents	—	—	—
Cash and cash equivalents at beginning of period	\$ —	\$ —	\$ —
Cash and cash equivalents at end of period	\$ —	\$ —	\$ —

See accompanying notes.

1. Organization

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Notes to Financial Statements
(In Thousands)

g, LLC (“PJF” or “the Company” or referred to in the first person notation s of “we,” “us” and “our”) is a Kentucky limited liability company (“LLC”) organized on November 6, 2020. The purpose of PJF is to manage and sell U.S. and Canadian franchises for the operation of pizza businesses known as Papa Johns restaurants. For the period November 6, 2020 to December 26, 2021, PJF had not commenced operating activities. Operating activities commenced on February 22, 2021.

PJF is a direct and wholly owned subsidiary of Papa John’s International, Inc., a Delaware corporation (“PJI”). PJI is the sole member of PJF and retains full ownership interest in the Company.

2. Significant Accounting

Policies Basis of Accounting

The preparation of these financial statements is in conformity with accounting principles generally accepted in the United States.

Use of Estimates

In preparing the financial statements, management is required to make certain estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

Fiscal Year

Our fiscal year ends on the last Sunday in December of each year.

Comprehensive Income

The Company does not have any comprehensive income other than the revenue and expense items included in the statements of operations. As a result, comprehensive income equals net income for the years ended December 31, 2023 and December 25, 2022 and December 26, 2021.

Cash and Cash Equivalents

The Company considers all highly liquid investments with an initial maturity of three months or less to be cash and cash equivalents. As of December 31, 2023 and December 25, 2022, all cash was swept to Papa John’s USA, Inc. (a wholly owned subsidiary of PJI) (“PJUSA”) as PJUSA provides banking and cash management for PJF’s business operations as part of the franchise supervision

and support services agreement (see “Note 3. Related Parties”). Cash is swept back to PJF from PJUSA as needed to support the Company’s operations. For the years ended December 31, 2023 and December 25, 2022, and December 26, 2021, \$127,551 and \$127,759 and \$90,117 of cash was advanced to PJUSA related to this activity.

Accounts Receivable

Substantially all accounts receivable is due from franchisees for royalties. Credit is extended based on an evaluation of the franchisee’s financial condition and collateral is generally not required. An allowance for credit losses is an estimate, even if remote, based upon historical account write-off trends, facts about the current financial condition of the debtor, forecasts of future operating results based upon current trends of select operating metrics and macroeconomic factors. Account balances are charged off against the allowance after recovery efforts have ceased. The allowance for credit losses totaled approximately \$366 and \$129 as of December 31, 2023 and December 25, 2022, respectively.

The following table summarizes changes in the Company’s allowances for credit losses for accounts receivable:

		Allowanc e for credit losses
Balance at December 26, 2021	\$	<u>213</u>
Current period provision for expected credit losses		(36)
Write-offs charged against the allowance		<u>(48)</u>
Balance at December 25, 2022		129
Current period (benefit) provision for expected credit losses		276
Write-offs charged against the allowance		<u>(39)</u>
Balance at December 31, 2023	\$	<u><u>366</u></u>

Income Taxes

PJF is a single member LLC, which is a disregarded entity for federal and state income tax purposes.

As such, any income or loss for PJF is recorded on PJI’s consolidated tax return.

Revenue Recognition

Franchise royalties, which are based on a percentage of franchise restaurant sales, are recognized as sales occur. Any royalty reductions, including waivers or those offered as part of a new store development incentive or as incentive for other behaviors, including acceleration of restaurant remodels or equipment upgrades, are recognized at the same time as the related royalty, as they are not separately distinguishable from the full royalty rate. Our current standard franchise agreement requires the franchisee to pay a royalty fee of 5% of sales, and the majority of our existing franchised restaurants have a 5% contractual royalty rate in effect. Incentives offered from time to time, including new store incentives, will reduce the contractual royalty rate paid. Franchise royalties are billed on a monthly basis.

Initial franchise license fees are billed at the store opening date. Area development exclusivity fees are billed upon execution of the development agreements which grant the right to develop franchised restaurants in future periods in specific geographic areas. Area development exclusivity fees are included in deferred revenue on the Balance Sheets and allocated on a pro

rata basis to all stores opened under that specific development agreement. The pre-opening services provided to franchisees do not contain separate and distinct performance obligations from the franchise right; thus, the fees collected will be amortized on a straight-line basis beginning at the store opening date through the term of the franchise agreement, which is typically 10 years.

Franchise license renewal fees, which generally occur every 10 years, are billed before the renewal date. Fees received for future license renewal periods are included in deferred revenue on the Balance Sheets and amortized over the life of the renewal period.

PJF offers various incentive programs for franchisees including royalty incentives, new restaurant opening incentives (development incentives) and other support initiatives. Royalties and franchise fees sales are reduced to reflect any royalty incentives earned or granted under these programs that are in the form of discounts.

In connection with a refranchising during 2022, deferred revenue includes the recognition of an unearned royalty stream of \$12,150, which was recorded through advances to related parties. This royalty stream is to be recognized as royalty fees over the 10-year term of the franchise agreement executed concurrent with the disposition and totaled \$10,024 and \$11,239 at December 31, 2023 and December 25, 2022, respectively.

Contract Balances

Contract liabilities primarily relate to deferred royalty and franchise fees, which are classified as Deferred revenue on the Balance Sheets. The contract liability balance for deferred royalty and franchise fees and area development fees recorded in deferred revenue was \$16,141 and \$18,318 as of December 31, 2023 and December 25, 2022, respectively.

The following table includes estimated revenue expected to be recognized in the respective fiscal periods related to performance obligations that are unsatisfied as of December 31, 2023.

Contract Balances

2024	\$ 1,998
2025	1,955
2026	1,871
2027	1,766
2028	1,647
Thereafter	4,648
Royalty and franchisee fees	13,885
Area development fees	2,256
Deferred revenue	<u>\$ 16,141</u>

Area development fees related to unopened stores are included in Deferred revenue and timing of revenue recognition is dependent upon the timing of store openings.

Fair Value

PJF is required to determine the fair value of financial assets and liabilities based on the price that would be received to sell the asset or paid to transfer the liability to a market participant. Fair

value is a market-based measurement, not an entity specific measurement. The fair value of certain assets and liabilities approximates carrying value because of the short-term nature of the accounts, including cash and cash equivalents, accounts receivable, net of allowance for credit losses and advances to related parties.

3. Related Parties

PJI is the parent company, directly or indirectly, of all Papa Johns related entities and was the franchisor of Papa Johns pizza franchises prior to February 22, 2021. PJF became the franchisor of all existing North America franchise and development agreements on February 22, 2021, as PJI assigned the rights of the existing franchise agreements to PJF on this date.

Papa Johns trademarks and certain other intellectual property are owned by PJI. On February 22, 2021, PJF entered into a license agreement with PJI for the use of PJI's trademarks and certain other intellectual property. Total fees under the agreement were \$773 recorded in General and administrative expenses in the statements of operations for both years ended December 31, 2023 and December 25, 2022.

Further, on February 22, 2021, PJF entered into a franchise supervision and support services agreement with PJUSA to provide financial, support, training, supervision, and compliance-related services, among others. Total fees under the agreement were \$14,089 and \$12,614 recorded in General and administrative expenses in the statements of operations for the years ended December 31, 2023 and December 25, 2022, respectively.

On March 2, 2021, PJF entered into a promissory note with PJUSA for \$15,000, due the earlier of written demand or December 31, 2030. This promissory note is interest free and no imputed interest was considered as the promissory note is with a related party, PJUSA. Further, the promissory note includes an annual default penalty rate of 10.25% commencing only on the due date if the note is in default. As the promissory note was not called by PJF and is not currently due as of December 31, 2023, there was no impact of this provision on the financial statements in 2023 or 2022. The promissory note is recorded as a noncurrent related party notes receivable on the balance sheets as of December 31, 2023 and December 25, 2022.

Advances to related parties represents funds in excess of distributions to PJI under the centralized cash management activities.

4. Member's Equity

During the year ended December 31, 2023, December 25, 2022, and December 26, 2021, PJF received no member contributions. During the year ended December 31, 2023, the Company did make member distributions of \$132,000 to its member, PJI. The member distributions of \$132,000 were authorized and effected in December 2023. During the year ended December 25, 2022, PJF made member distributions of \$127,883 to its member, PJI and during the year ended December 26, 2021, made member distributions of \$95,004 to its member, PJI.

The member distributions represent the forgiveness or extinguishment of Advances to related parties made initially through the centralized cash management activities that were subsequently settled through Member's Equity.

5. Subsequent Events

Management has evaluated and identified no subsequent events through March 26, 2024, the date the financial statements were available to be issued.

EXHIBIT P:

STATE-SPECIFIC DISCLOSURES

AND STATE-SPECIFIC AGREEMENT AMENDMENTS

Illinois Disclosure

1. Items 1 and 5 are amended by adding the following paragraph:

Under all Development Agreements and Franchise Agreements that are subject to the Illinois Franchise Disclosure Act, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

2. A new footnote 18 is added following the Tables included in Item 7, providing as follows:

With respect to the column headed "When Payable" in the foregoing tables, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading if the Development Agreement and Franchise Agreement are subject to the Illinois Franchise Disclosure Act. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

3. The "Summary" section of Item 17 (v), entitled Choice of Forum, is amended by adding the following language:

However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

4. The "Summary" section of Item 17 (w), entitled Choice of Law, is amended by adding the following language:

However, except for federal law, Illinois law applies if the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

5. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.

Illinois Amendment to Franchise Agreement – Standard Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (c), which shall be considered an integral part of the Agreement:

(c) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a) of the Agreement, under the heading "Initial Franchise Fee and Royalties" is amended by adding the following:

All initial fees and payments owed by the Franchisee to Franchisor or any of Franchisor's affiliates hereunder shall be deferred until such time as all initial obligations owed to the Franchisee under this Agreement or other agreements between the Franchisor and Franchisee have been fulfilled by the Franchisor and the Franchisee has commenced doing business pursuant to this Agreement.

3. Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (c) which shall be considered an integral part of the Agreement:

(c) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4. Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.

(c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

(h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____ Title: _____

Illinois Amendment to Franchise Agreement – Non-Traditional Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's Franchising, LLC Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (e), which shall be considered an integral part of the Agreement:

(e) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a) of the Agreement, under the heading "Initial Franchise Fee and Royalties" is amended by adding the following:

All initial fees and payments owed by the Franchisee to Franchisor or any of Franchisor's affiliates hereunder shall be deferred until such time as all initial obligations owed to the Franchisee under this Agreement or other agreements between the Franchisor and Franchisee have been fulfilled by the Franchisor and the Franchisee has commenced doing business pursuant to this Agreement.

3. Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (j) which shall be considered an integral part of the Agreement:

(j) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4. Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.

(c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

(h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the

addition of the following language:

Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement – Non-Traditional Restaurant on the same date as the Franchise Agreement – Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____ Title: _____

Illinois Amendment to Franchise Agreement – Small-Town Non-Traditional Restaurant

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's Franchising, LLC Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Term, Renewal and Expiration," shall be amended by the addition of the following new paragraph (e), which shall be considered an integral part of the Agreement:

(e) If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If Franchisor refuses to renew this Agreement, Franchisor shall compensate Franchisee if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 3(a) of the Agreement, under the heading "Initial Franchise Fee and Royalties" is amended by adding the following:

All initial fees and payments owed by the Franchisee to Franchisor or any of Franchisor's affiliates hereunder shall be deferred until such time as all initial obligations owed to the Franchisee under this Agreement or other agreements between the Franchisor and Franchisee have been fulfilled by the Franchisor and the Franchisee has commenced doing business pursuant to this Agreement.

3. Section 20 of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be amended by the addition of the following new paragraph (j) which shall be considered an integral part of the Agreement:

(j) If any of the provisions of this Section 20 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

4. Sections 23 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.

(c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

5. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

(h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

6. Section 25 of the Agreement, under the heading "Miscellaneous," shall be amended by the

addition of the following language:

Nothing in this Section 25 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Franchise Agreement – Small Town Non-Traditional Restaurant on the same date as the Franchise Agreement – Small Town Non-Traditional Restaurant was executed.

FRANCHISEE:

By: _____

Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____ Title: _____

Illinois Amendment to Development Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Papa John's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

1. Section 2 of the Agreement, under the heading "Initial Fee Payment" is amended in its entirety, to provide as follows:

All initial fees and payments owed by the Franchisee to Franchisor or any of Franchisor's affiliates hereunder shall be deferred until such time as all initial obligations owed to the Franchisee under this Agreement or other agreements between the Franchisor and Franchisee have been fulfilled by the Franchisor and the Franchisee has commenced doing business pursuant to this Agreement.

2. Section 9 of the Agreement, under the heading "Default and Termination," shall be amended by the addition of the following new paragraph (f) which shall be considered an integral part of the Agreement:

(f) If any of the provisions of this Section 9 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

3. Sections 14 (b) and (c) of the Agreement, under the heading "Enforcement," shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in its place:

(b) This Agreement takes effect upon its acceptance and execution by Franchisor, and shall be interpreted and construed under the laws of Illinois.

(c) The parties agree that any action brought by either party against the other in any court, whether federal or state, shall be brought within the State of Kentucky in the judicial district in which Franchisor has its principal place of business, except with respect to claims arising under the Illinois Franchise Disclosure Act.

4. Section 23 of the Agreement, under the heading "Enforcement," shall be amended by the addition of the following new paragraph (h), which shall be considered an integral part of the Agreement:

(h) Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

5. Section 16 of the Agreement, under the heading "Miscellaneous," shall be amended by the addition of the following language:

Nothing in this Section 16 or this Agreement shall act as a waiver of any of Franchisee's rights under the Illinois Franchise Disclosure Act or other Illinois law.

Each provision of this amendment shall be effective only to the extent, with respect to such provision,

that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois amendment to the Development Agreement on the same date as the Development Agreement was executed.

FRANCHISEE:

By: _____ Title: _____

PAPA JOHN'S FRANCHISING, LLC

By: _____ Title: _____

Maryland Disclosure

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for Papa John's Franchising, LLC for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 et seq.).

The general release required as a condition of renewal, sale/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

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

3. Each provision of this addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this addendum to the disclosure document.

Maryland Amendment to Franchise Agreement – Standard Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Releases. Sections 2(b)(vi) and 14(c)(vi)(H) are each amended to add the following:

The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Franchise Fee. Section 3(a) is amended by adding the following:

Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

3. Entire Agreement. Section 25(d) is amended by adding the following:

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

4. Mandatory Arbitration. Section 23(a) is amended by adding the following:

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

5. Time Limit on Filing. Section 23(f) is amended by adding the following:

The foregoing limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

6. Acknowledgments. The following shall be included as a new Section 25(n):

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of

(i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision

supersedes any other term of any document executed in connection with the franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John’s Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Maryland Franchise Agreement Amendment – Non-Traditional Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Releases. Sections 2(b)(vii) and 14(c)(vi)(H) are each amended to add the following:
The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Franchise Fee. Section 3(a) is amended by adding the following:
Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.
3. Entire Agreement. Section 25(c) is amended by adding the following:
All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
4. Mandatory Arbitration. Section 23(a) is amended by adding the following:
This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
5. Time Limit on Filing. Section 23(f) is amended by adding the following:
The foregoing limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
6. Acknowledgements. The following shall be included as a new Section 25(l):
No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of
(i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision,

that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Maryland Franchise Agreement Amendment – Small Town Non-Traditional Restaurant

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Small Town Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Releases. Sections 2(b)(viii) and 14(c)(vi)(H) are each amended to add the following:
The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.
2. Franchise Fee. Section 3(a) is amended by adding the following:
Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.
3. Entire Agreement. Section 25(c) is amended by adding the following:
All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
4. Mandatory Arbitration. Section 23(a) is amended by adding the following:
This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.
5. Time Limit on Filing. Section 23(f) is amended by adding the following:
The foregoing limitation on the period of time arbitration and/or litigation claims must be brought shall not act to reduce the 3-year statute of limitations afforded a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
6. Acknowledgments. The following shall be included as a new Section 25(1):
No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of
(i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Maryland Area Development Agreement Amendment

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Papa John’s Franchising, LLC Area Development Agreement (the "Agreement") agree as follows:

- 1. The Agreement is amended to include the following:

Based on our financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

The general release required as a condition of renewal, sale/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The Franchisee Compliance Certification is not intended to, and shall not act, as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

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

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Maryland amendment to the Area Development Agreement on the same date as the Area Development Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Developer Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Minnesota Franchise Agreement Amendment

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. **Releases.** The following sentence is added to Sections 2(c)(viii) and 14(c)(vii):

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

2. **Term and Successor Franchise Agreement; Default and Termination.** Sections 2 and 19 are each amended by adding the following:

Notwithstanding anything to the contrary in Sections 3, 16, and 19, Franchisor will comply with Minnesota Statutes Clause 80C.14, Subdivision 3, 4, and 5, which require, except in certain cases, that Minnesota franchisees be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. **Licensed Marks and Copyrights.** Section 7 is amended by adding the following:

Franchisor will indemnify you against liability to a third party resulting from claims that your use of the Marks or the Works infringes trademark rights of the third party, provided that your use is in accordance with the requirements of the Franchise Agreement and the System.

4. **Time Limit on Filing.** Section 23(f) is amended to add the following:

Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. **Jurisdiction and Venue.** Sections 23(b) and 23(c) are amended to add the following:

Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota.

Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

6. **Entire Agreement.** Section 25(c) is amended by adding the following:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

7. Each provision of this Agreement shall be effective only to the extent, with respect

to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Minnesota Franchise Agreement Amendment – Non-Traditional Restaurant

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Non-Traditional Restaurant (the "Agreement") agree as follows:

1. **Releases.** The following sentence is added to Sections 2(c)(viii) and 14(c)(vii):

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

2. **Term and Successor Franchise Agreement; Default and Termination.** Sections 2 and 19 are each amended by adding the following:

Notwithstanding anything to the contrary in Sections 3, 16, and 19, Franchisor will comply with Minnesota Statutes Clause 80C.14, Subdivision 3, 4, and 5, which require, except in certain cases, that Minnesota franchisees be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. **Licensed Marks and Copyrights.** Section 7 is amended by adding the following:

Franchisor will indemnify you against liability to a third party resulting from claims that your use of the Marks or the Works infringes trademark rights of the third party, provided that your use is in accordance with the requirements of the Franchise Agreement and the System.

4. **Time Limit on Filing.** Section 23(f) is amended to add the following:

Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. **Jurisdiction and Venue.** Sections 23(b) and 23(c) are amended to add the following:

Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota.

Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

6. **Entire Agreement.** Section 25(c) is amended by adding the following:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

7. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

N WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Minnesota Franchise Agreement Amendment – Small Town Non-Traditional Restaurant

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Small Town Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Releases. The following sentence is added to Sections 2(c)(viii) and 14(c)(vii):

Notwithstanding the foregoing, Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22, provided that the foregoing shall not bar the voluntary settlement of disputes.

2. Term and Successor Franchise Agreement; Default and Termination. Sections 2 and 19 are each amended by adding the following:

Notwithstanding anything to the contrary in Sections 3, 16, and 19, Franchisor will comply with Minnesota Statutes Clause 80C.14, Subdivision 3, 4, and 5, which require, except in certain cases, that Minnesota franchisees be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement.

3. Licensed Marks and Copyrights. Section 7 is amended by adding the following:

Franchisor will indemnify you against liability to a third party resulting from claims that your use of the Marks or the Works infringes trademark rights of the third party, provided that your use is in accordance with the requirements of the Franchise Agreement and the System.

4. Time Limit on Filing. Section 23(f) is amended to add the following:

Notwithstanding anything to the contrary in this Section, any claim or action arising out of or relating to the Minnesota Franchises Law must be commenced within three (3) years from the occurrence of the facts giving rise to the claim or action, or the claim or action is barred.

5. Jurisdiction and Venue. Sections 23(b) and 23(c) are amended to add the following:

Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota.

Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota.

6. Entire Agreement. Section 25(c) is amended by adding the following:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, nothing in the Agreement shall in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C.

7. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Minnesota Development Agreement Amendment

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Papa John’s Franchising, LLC Development Agreement (the "Agreement") agree as follows:

Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days’ notice of non-renewal of the Franchise Agreement.

Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the franchise may not be unreasonably withheld.

Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

Minn. Stat. § 80C.17 prohibits any action from being commenced under the Minnesota Franchises Law more than three years after the cause of action accrues. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

N WITNESS WHEREOF, the parties hereto have duly executed, and delivered this Minnesota amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Developer Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

New York Disclosure

ADDITIONAL RISK FACTORS:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS PROSPECTUS.

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs. tit. 13, §§ 200.1 through 201.16), the Franchise Disclosure Document for Papa John's Franchising, LLC for use in the State of New York shall be amended as follows:

1. Item 3, "Litigation," shall be amended by the addition of the following text: Except as otherwise identified in this Item 3:
 1. Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action (or a significant number of civil or arbitration actions irrespective of materiality) pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.
 2. Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.
 3. Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or

department, including, without limitation, actions affecting a franchise as a real estate broker or sales agent.

2. The last paragraph under Item 4, "Bankruptcy" is amended by the addition of the following paragraph at the end of the Item:

Except as indicated above, neither the franchisor, nor any predecessor or current officer of the Franchisor, during the ten-year period immediately preceding the date of this disclosure document, has filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; obtained a discharge of its debts under the bankruptcy code; or was a principal officer in a company, or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year of the time that the officer or general partner held this position in the company or partnership.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by deleting rows d, j, and w, and the following new rows d, j, and w shall be substituted in their place:

Provision	Section in Franchise Agreement	Summary
d. Termination by you	None	Pursuant to New York General Business Law, the franchisee may terminate the Agreement on the grounds (if any) that are <u>available by law.</u>
j. Assignment of contract by us	Section 14.(b) of Franchise Agreement; Section 10.(a) of Development Agreement	No restriction on our right to assign in the Franchise Agreement or the Development Agreement. However, no assignment will be made except to an assignee who, in Franchisor's judgment, is willing and able to assume the Franchisor's obligation under <u>the agreement.</u>
w. Choice of law	Section 14.(b) of Franchise Agreement; Section of Development Agreement	Kentucky. The foregoing choice of law should not be considered as a waiver of any right conferred upon the franchisor or the franchisee by the General Business Law of the State of New York, <u>Article 33.</u>

4. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed made in New York if the franchisee is domiciled in or the franchise will be opened in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law. Article 33.

STATEMENT OF DISCLOSURE DOCUMENT ACCURACY

THE FRANCHISOR REPRESENTS THAT THIS DISCLOSURE DOCUMENT DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

New York Amendment to Franchise Agreement

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Papa John's Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 2(b)(vi) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

(vi) You and we must execute and deliver a general release, in the form we prescribe, provided, our release of you will not include a release of any fees or royalties due under this Agreement, any amounts due to us or any of our Affiliates for products or services provided or otherwise payable to us or any of our Affiliates in the ordinary course of business, or any unfulfilled mandatory operational or system requirements (such as image or computer system upgrades or menu or product changes), provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Section 14(c)(i)(B)(8) of the Agreement, under the heading "Transfers; Our Rights of First Refusal," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

(8) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted by applicable state law, all claims that you or any of them may have against us or our Affiliates, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities and, if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

3. Section 20 (a) (vii) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

(vii) pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement;

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION

23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph: Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

7. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opening in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

New York Amendment to Franchise Agreement – Non-Traditional Restaurant

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Papa John's Franchising, LLC Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2(c)(viii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

(viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 14(c)(vii) of the Agreement, under the heading "Transfers," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

(vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 20(f) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

(f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR

TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph: Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

7. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opening in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

New York Amendment to Franchise Agreement – Small Town Non-Traditional Restaurant

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Papa John's Franchising, LLC Small Town Non-Traditional Restaurant Franchise Agreement (the "Agreement") agree as follows:

1. Section 2(c)(viii) of the Agreement, under the heading "Term, Renewal and Expiration," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

(viii) You execute and deliver to us a general release, in the form we prescribe, releasing, to the fullest extent permitted under the laws of the state where the Restaurant is located, all claims that you may have against us and our Affiliates and subsidiaries, and their respective officers, directors, shareholders and employees in both their corporate and individual capacities, provided, however, that all rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

2. Section 14(c)(vii) of the Agreement, under the heading "Transfers," shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in its place:

(vii) you and all owners of an interest in you execute a general release, in the form prescribed by us, releasing, to the fullest extent permitted under the laws of the state where either the Restaurant to be transferred or you, as applicable, is/are located, all claims that you or any of them may have against us or our Affiliates or subsidiaries, including our and their respective shareholders, officers, directors and employees, in both their individual and corporate capacities, and if you are the transferor, you acknowledge in writing that your interest under this Agreement is terminated, provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;

3. Section 20(f) of the Agreement, under the heading "Obligations upon Transfer, Termination or Expiration," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in its place:

(f) You must pay to us all damages, costs and expenses, including reasonable attorneys' fees, incurred by us subsequent to the transfer, termination or expiration of the Franchise in seeking injunctive or other relief for the enforcement of any term, covenant or provision of this Agreement.

4. Section 23 (a), (iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 23.(a), WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR

TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION (SUBJECT TO THE PROVISIONS OF SECTION 23.(c)), PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 23.(a).

5. Section 23 (c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANT IS LOCATED.

6. The Agreement shall be amended by the addition of the following paragraph: Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

7. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opening in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

New York Amendment to Development Agreement

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached Papa John's Franchising, LLC Development Agreement (the "Agreement") agree as follows:

1. Section 14(a)(iv) fifth paragraph of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION, WE AND YOU EACH HAVE THE RIGHT IN A PROPER CASE TO BRING AN ACTION TO SEEK A TEMPORARY RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION; PROVIDED, THAT WE AND YOU MUST CONTEMPORANEOUSLY SUBMIT OUR DISPUTE FOR ARBITRATION ON THE MERITS AS PROVIDED HEREIN, EXCEPT AS OTHERWISE PROVIDED IN THE FIRST PARAGRAPH OF THIS SECTION 14.(a).

2. Section 14(c) of the Agreement, under the heading "Enforcement," shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

(c) CONSENT TO JURISDICTION AND VENUE. ALL JUDICIAL ACTIONS BROUGHT BY US AGAINST YOU OR YOUR OWNERS OR BY YOU OR YOUR OWNERS AGAINST US OR OUR AFFILIATE, AND/OR OUR OR THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN JEFFERSON COUNTY, KENTUCKY OR FEDERAL DISTRICT COURT FOR THE WESTERN DISTRICT OF KENTUCKY, LOUISVILLE DIVISION, AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS AND WAIVE ANY OBJECTION YOU, HE OR SHE MAY HAVE TO EITHER THE JURISDICTION OF OR VENUE IN SUCH COURTS. NOTWITHSTANDING THE FOREGOING, WE MAY BRING AN ACTION TO SEEK A RESTRAINING ORDER OR TEMPORARY OR PRELIMINARY INJUNCTION, OR ENFORCE AN ARBITRATION AWARD, IN ANY FEDERAL OR STATE COURT OF GENERAL JURISDICTION IN THE STATE IN WHICH YOU RESIDE OR IN WHICH THE RESTAURANTS ARE LOCATED.

3. The Agreement shall be amended by the addition of the following paragraph: Nothing in this Agreement should be considered a waiver of any right conferred upon you by New York General Business Law, Sections 680-695.

4. There are circumstances in which an offering made by us would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if you are domiciled in or the franchise will be opening in New York. We are required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this New York amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John's Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

North Dakota Disclosure

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Papa John's Franchising, LLC shall be amended by the addition of the following language:

1. The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):
 - A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
 - B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
 - C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
 - D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
 - E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
 - F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.
 - G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
 - H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
 - I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

North Dakota Franchise Agreement Amendment

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John’s Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. The Agreement shall be amended by the addition of the following Section 26:
 26. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:
 - A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
 - B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
 - C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
 - D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
 - E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
 - F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.
 - G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
 - H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
 - I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

North Dakota Franchise Agreement Amendment – Non-Traditional Restaurant

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John’s Franchising, LLC Franchise Agreement – Non- Traditional Restaurant (the "Agreement") agree as follows:

1. The Agreement shall be amended by the addition of the following Section 26:

26. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust, or inequitable to North Dakota franchisees:

- A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
- B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
- C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
- D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
- E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
- F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.
- G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
- H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
- I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

North Dakota Franchise Agreement Amendment – Small Town Non-Traditional Restaurant

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John’s Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

- 1. The Agreement shall be amended by the addition of the following Section 26:
 - 26. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust, or inequitable to North Dakota franchisees:
 - A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
 - B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
 - C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
 - D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
 - E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
 - F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.
 - G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
 - H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
 - I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

North Dakota Development Agreement Amendment

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Papa John’s Franchising, LLC Development Agreement (the "Agreement") agree as follows:

The Agreement shall be amended by the addition of the following Section 17:

17. The parties acknowledge and agree that they have been advised that the North Dakota Securities Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees:
- A. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.
 - B. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.
 - C. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.
 - D. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.
 - E. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.
 - F. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.
 - G. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.
 - H. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.
 - I. Limitation on Claims. Requiring North Dakota franchisees to consent to a limitation on when claims may be brought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this North Dakota Amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Developer Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Rhode Island Disclosure

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34 the Franchise Disclosure Document for Papa John's Franchising, LLC for use in the State of Rhode Island shall be amended to include the following:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This addendum to the disclosure document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, are met independently without reference to this addendum to the disclosure document.

Rhode Island Franchise Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Papa John’s Franchising, LLC Franchise Agreement (the "Agreement") agree as follows:

1. Section 23 (b) of the Agreement, under the heading "Governing Law" shall be amended by the addition of the following paragraph:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19- 28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Rhode Island Amendment to the Franchise Agreement – Standard Restaurant
Rhode Island Franchise Agreement Amendment – Non-Traditional Restaurant

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Papa John’s Franchising, LLC Franchise Agreement – Non-Traditional Restaurant (the "Agreement") agree as follows:

1. Section 23 (b) of the Agreement, under the heading "Governing Law" shall be amended by the addition of the following paragraph:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19- 28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Rhode Island Amendment to the Franchise Agreement – Non-Traditional Restaurant
Rhode Island Franchise Agreement Amendment – Small Town Non-Traditional Restaurant

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Small Town Non-Traditional Restaurant(the "Agreement") agree as follows:

1. Section 23 (b) of the Agreement, under the heading "Governing Law" shall be amended by the addition of the following paragraph:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19- 28.1-34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Rhode Island Amendment to the Franchise Agreement – Small Town Non-Traditional Restaurant
Rhode Island Development Agreement Amendment

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the parties to the attached Papa John’s Franchising, LLC Development Agreement (the "Agreement") agree as follows:

Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

This amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1- 34, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Rhode Island Amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John’s Franchising, LLC
Franchisor

Developer Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Rhode Island Amendment to the Development Agreement

**South Dakota Disclosure and
Amendment to Franchise
Agreement**

1. Items 1 and 5 of the Franchise Disclosure Document, and the relevant provisions of the Franchise Agreement and Development Agreement, are amended by adding the following paragraph:

Under all Development Agreements and Franchise Agreements that are subject to SDCL 37-5B-5, all initial fees will be deferred until 30 days after the close of the fiscal Period in which the Restaurant(s) is/are opened for trading.

Papa John's Franchising, LLC

Franchisor

Developer Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Washington Franchise Agreement Amendment

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Papa John's Franchising, LLC Franchise Agreement agree as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Washington Franchise Agreement Amendment – Non-Traditional Restaurant

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Non-Traditional Restaurant agree as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Washington Franchise Agreement Amendment – Small-Town Non-Traditional Restaurant

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Papa John's Franchising, LLC Franchise Agreement – Small Town Non-Traditional Restaurant agree as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Washington Development Agreement Amendment

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the parties to the attached Papa John's Franchising, LLC Development Agreement agree as follows:

1. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.
2. RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.
3. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.
4. A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.
5. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.
6. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.
7. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Washington amendment to the Development Agreement on the same date as the Development Agreement was executed.

Papa John's Franchising, LLC

Franchisor

Developer Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT Q:**STATE EFFECTIVE DATES**

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

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	Pending
Illinois	03/26/2024
Indiana	03/26/2024
Maryland	Pending
Michigan	03/26/2024
Minnesota	Pending
New York	03/26/2024
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	03/27/2024

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT R:

RECEIPTS

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 Papa John’s Franchising, LLC offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) in NY, at the earlier of your first personal meeting to discuss the franchise, or 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) in IA, at the first personal meeting or 14 days before you sign the franchise or other agreement or you pay us any funds that relate to the franchise relationship (whichever happens first), or (d) in MI, at least 10 business days before you sign any binding agreement or pay us any consideration, whichever happens first.

If Papa John’s Franchising, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The only sellers offering the franchise described in this disclosure document are: Joe Sieve, telephone 314-435-6714, e-mail Joe_Sieve@papajohns.com; Patrick Coelho, telephone 502-261-7272, e-mail Patrick_Coelho@papajohns.com; Amy Elder, telephone 404-918-8320, e-mail Amy_Elder@papajohns.com; and Jasmine Britt, telephone 480-251-5467, email Jasmine_Britt@papajohns.com. These sellers may be contacted by mail at P.O. Box 99900, Louisville, Kentucky 40269, street address 2002 Papa John's Boulevard, Louisville, Kentucky 40299 or by fax at 502-261-4799.

This disclosure document was issued March 26, 2024. We authorize the respective state agencies identified on Exhibit A to receive service of process for Papa John’s Franchising, LLC in the particular state.

I have received a disclosure document dated March 26, 2024 that included the following Exhibits:

- | | | | | | |
|-----|--|---|---|---------|--------------------|
| A | State Agencies/Agents for Service of Process | I | Operating Manual Table of Contents | N | Exhibit |
| B | Franchise Agreement | J | Cooperative By-Laws | O | Financi |
| C | Oven Lease | K | Owner Agreement | P | State-Sp |
| D-1 | Franchise Agreement — Non-Traditional Restaurant | L | Form of Authorization to Transfer M List of Franchisees | | State- S
Amendr |
| D-2 | Franchise Agreement – Small-Town Non- Traditional Restaurant | | | Q | State Ef |
| E | Development Agreement | | | Dates R | Re |
| F | Authorization of Automatic Withdrawal | | | | |
| G | Cheese Purchase Agreement | | | | |
| H | Advertising Agreement | | | | |

Date

Franchisee Signature

Printed Name

Please keep this copy

EXHIBIT R:

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This disclosure document was issued March 26, 2024. We authorize the respective state agencies identified on Exhibit A to receive service of process for Papa John’s Franchising, LLC in the particular state.

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D State Agencies/Agents for Service of Process	S	Operating Manual Table of Contents	Y	Financ
E Franchise Agreement	T	Cooperative By-Laws	Z	State-S
F Oven Lease	U	Owner Agreement		State-Specific
D-3 Franchise Agreement — Non- Traditional Restaurant	V	Form of Authorization to Transfer W of Franchisees	List	Amendments A
D-4 Franchise Agreement – Small-Town Non-Traditional Restaurant I Development Agreement	X	Exhibit to Item 20	BB	Receipt
J Authorization of Automatic Withdrawal				
K Cheese Purchase Agreement				
L Advertising Agreement				

Date

Franchisee Signature

Printed Name

Please sign, date, and return this copy to Papa John’s Franchising, LLC

Document comparison by Workshare Compare on Friday, August 30, 2024
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Document 1 ID	file://C:\Users\hnguyen\OneDrive - Frost Brown Todd LLC\Documents\o5.pdf
Description	o5
Document 2 ID	file://C:\Users\hnguyen\OneDrive - Frost Brown Todd LLC\Documents\a5.pdf
Description	a5
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	0
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	0

