

FRANCHISE DISCLOSURE DOCUMENT

Hardee's Restaurants LLC
A Delaware Limited Liability Company
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Franklin, Tennessee 37067
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www.hardees.com



The franchisee will operate a quick service restaurant under the name “Hardee’s,” offering a limited menu of breakfast, lunch and dinner products and featuring charbroiled 100% Black Angus Thickburger sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits, and other related quick serve menu items (“Hardee’s Restaurant”). The franchise described in this disclosure document is offered only to existing Hardee’s franchisees who meet the criteria described in Item 1.

The total investment necessary to begin the operation of a newly-developed Hardee’s Restaurant ranges from approximately ~~\$1,303,000~~ 1,375,000 to ~~\$3,436,000~~ 2,637,395. This includes ~~\$10,000~~ 57,000 to ~~\$95,000~~ 97,000, which must be paid to us. The total investment range does not include the cost of buying or renting the business location.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact ~~Jessica Patrieh~~ Danell Caron at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, (615) ~~538-9253~~ 339-4794.

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

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

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

Issued: May ~~25, 2023~~, ~~as amended December 14, 2023~~ 24, 2024

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Tennessee. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Tennessee than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at a price the franchisor or they set. The prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

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

**NOTICE REQUIRED
BY
STATE OF MICHIGAN**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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- ~~E.~~ ~~Co-Brand Location Addendum~~
- ~~FE~~-1. Software Support Agreement for PAR Brink and CrunchTime
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- ~~HG~~. List of Franchisees That Closed/Transferred Franchised Restaurants in Last Fiscal Year
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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

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

HR is offering, in connection with this disclosure document, the opportunity to purchase a franchise to operate one or more Hardee’s Restaurants from a Traditional Location (as defined below). The franchise described in this disclosure document is offered only to those of our existing franchisees who were franchisees of HR’s predecessor as of February 6, 1998 and who satisfy the following criteria: **(1)** during the 12 months preceding receipt of a disclosure document by the franchisee, the franchisee has not been in default of any agreement with HR and currently is in good standing with HR; **(2)** the franchisee is not in a workout or restructuring relationship with HR; and **(3)** the franchisee has fully repaid to HR in cash all monies borrowed from or owed to HR. HR offers franchises to all others who do not satisfy the above criteria under ~~a~~ separate disclosure documents. ~~That~~Those offers ~~is~~are on terms and conditions different from those described in this disclosure document. Unless otherwise noted, the disclosures in this disclosure document apply to Hardee’s Restaurant franchises operated from a Traditional Location. For purposes of this disclosure document, a Traditional Location means and includes a Hardee’s Restaurant operated from a single tenant building, not attached to any other structures.

In addition, HR may offer franchises to operate Hardee’s Restaurants at nontraditional locations under ~~a~~one or more separate disclosure documents. That offer will be on terms and conditions different from those described in this disclosure document. Nontraditional locations include, but are not limited to, airports, train stations, bus stations, travel plazas, gas and convenience locations, toll plazas, stadiums, arenas, convention centers, military facilities, schools, colleges, universities, hospitals, recreational theme parks, business or industrial foodservice venues, venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider, Indian reservations, casinos, “ghost” or “dark” kitchens or any similar captive market or non-traditional “brick and mortar” location.

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

The Franchise. You can buy a franchise to develop and operate one Hardee’s Restaurant (“Franchised Restaurant”) or, if you and the area in which you are interested meet certain qualifications, you can buy the rights to develop multiple (at a minimum, three) Franchised Restaurants under a Development Agreement (the current “St. Louis” form is attached as Exhibit C). Typically, following our acceptance of a site and your execution of a lease or sublease of the site, or the closing on your purchase of the site, you and we will sign a Franchise Agreement (the current “St. Louis” form is attached as Exhibit D), which will govern your development of the Franchised Restaurant, and you will pay the Initial Franchise Fee (or, if applicable, the balance of the Initial Franchise Fee). You may not commence construction until the Franchise Agreement is fully executed. You will execute the form of “St. Louis” Franchise Agreement in use at the time immediately prior to your commencing construction of the Franchised Restaurant.

You should not acquire any interest in a site for the Franchised Restaurant until you have received financial and operational approval from HR and not until HR has accepted the site in writing.

If you are interested in purchasing one or more company-operated Restaurants (at times referred to as a “Former Corporate Restaurant”), in lieu of the procedure described in the preceding paragraphs, you will first sign a letter of intent regarding the potential purchase. If you wish to review any of our confidential materials in connection with your potential purchase of company-operated Restaurants, you must sign a Confidentiality Agreement (Exhibit ~~N~~M). You and we will then execute an Asset Purchase Agreement, the general form of which is attached as Exhibit ~~O~~N. At the time of the closing of the transaction, you and we will execute, among other things and if appropriate, a Sublease for each Restaurant you purchase, the general form of which is attached as Exhibit ~~P~~Q. At closing, you and we will also execute a Franchise Agreement (as well as applicable addenda thereto that reflect the terms of the Asset Purchase Agreement) for each Restaurant purchased and a Development Agreement pursuant to which you will develop an agreed-upon number of Franchised Restaurants.

~~If the Franchised Restaurant will be operated in connection with the operation of a gasoline station, truck stop and/or convenience store, you and we also will sign a Co Brand Location Addendum to the Franchise Agreement (“Co Brand Location Addendum”) (the current “St. Louis” form is attached as Exhibit E) modifying certain provisions of the Franchise Agreement.~~

Your receipt of this disclosure document does not mean that you will be approved for expansion or that you may develop or open another Franchised Restaurant. Before you may develop and open another Franchised Restaurant, HR must approve you for expansion, HR must accept the location of your proposed Franchised Restaurant, you and those of your employees whom you hire for certain designated positions must attend and successfully complete HR’s training programs and HR and you must sign the Franchise Agreement. You should not acquire any interest in a site for a Franchised Restaurant until, at the earliest, you are approved by HR for expansion, and HR accepts the site for your Franchised Restaurant.

Development Incentive Program. ~~If you~~Franchisees who sign a Development Agreement or a Franchise Agreement ~~to open for~~for a newly-constructed~~ed~~ion Hardee’s Restaurant ~~or agree to add incremental new Restaurant commitments to an existing Development Agreement~~) by no later than May 28, 2024, and ~~you open at least one newly-constructed Hardee’s Restaurant by an agreed upon date, you and the applicable Franchised Restaurant~~24, 2025, may qualify for our Hardee’s Restaurant ~~2023~~2024 Development Incentive Program (the “HR ~~2023~~2024 Development Incentive Program”). Under the HR ~~2023~~2024 Development Incentive Program, we will reduce the royalty fee and APO fee as set forth in Item 6 for the first three years of the franchise term. The HR 2024 Development Incentive applies to the development of new Hardee’s Restaurants only. The HR 2024 Development Incentive does not apply to: (i) relocated, remodeled, reimaged, or scrape and rebuild Hardee’s Restaurants, (ii) Hardee’s Restaurants opened and operated from non-traditional locations, and (iii) Hardee’s Restaurants developed in high population density areas.

~~If you are an existing franchisee of~~To be eligible for the HR 2024 Development Incentive Program, an existing franchise must meet the following requirements: (i) sign a Development Agreement or Franchise Agreement for the development of one or more newly-constructed Hardee’s Restaurant(s) by no later than May 24, 2025, (ii) franchisee must open the newly-constructed Hardee’s Restaurant(s) by the date(s) outlined in the corresponding Development Agreement or Franchise Agreement, (iii) franchisee may not be in default of its obligations under its existing franchise agreements or related agreements with HR or its affiliates, you are qualified to participate in the HR 2023 Development Incentive Program if you are in good standing with HR’s or(iv) franchisee must be approved for growth by HR and its affiliates², (v) franchisee ~~agreements and System standards and~~must satisfy ~~your~~HR’s then-current financial and ~~other~~operational requirements for new restaurant development, and (vi) franchisee and the Hardee’s Restaurant(s) otherwise meet the requirements of the HR 2024 Development Incentive Program. New franchisees are also eligible to participate in the HR Development Incentive Program- ~~provided they: (i) sign a Development Agreement or Franchise Agreement for the development of one or more newly-constructed Hardee’s Restaurant(s) by no later than May 24, 2025, (ii) open the newly-constructed Hardee’s Restaurant(s) by the date(s) outlined~~

[in the corresponding Development Agreement or Franchise Agreement, and \(iii\) meet the requirements of the HR 2024 Development Incentive Program.](#)

If you qualify for the HR ~~2023~~2024 Development Incentive Program, simultaneously with your execution of the ~~applicable~~qualifying Franchise Agreement, you will sign a HR ~~2023~~2024 Development Incentive Program Addendum to the Franchise Agreement (Exhibit ~~L~~K), which memorializes your right to receive the development incentives described above for the applicable Franchised Restaurant.

If you sign the HR ~~2023~~2024 Development Incentive Program Addendum to Franchise Agreement, you will not be entitled, with respect to the applicable Franchised Restaurant [covered by the HR 2024 Development Incentive Program](#), to any other incentives ~~for a Hardee's Restaurant~~ that have been or may be offered by us.

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

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

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

The Franchisor and Its Predecessor. HR is a Delaware limited liability company organized on January 30, 2013. HR's principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067. HR's agents for service of process in various states are listed in Exhibit B. We do business under the name "Hardee's". We have operated, and offered franchises for, Hardee's Restaurants since April 1, 2013. As of January ~~30~~29, ~~2023~~2024, there were ~~195~~204 company-operated Hardee's restaurants, ~~including 4 Dual-Concept restaurants,~~ and there were ~~1,512~~1,393 domestic franchised Hardee's restaurants,

including ~~142~~134 Dual Concept restaurants. Dual Concept Restaurants are quick service Hardee's Restaurants that also offer certain Red Burrito Mexican food products. In addition, as of January ~~30~~29, ~~2023~~2024, there were the following international franchised Hardee's Restaurants: Bahrain – 16; Egypt – ~~43~~42; Iraq – 9; Jordan – ~~7~~5; Kazakhstan – ~~14~~16; Kenya – 1; Kuwait – ~~57~~59; Oman – ~~14~~13; Pakistan – ~~29~~31; Palestine – ~~6~~5; Qatar – ~~22~~24; Saudi Arabia – ~~123~~139; and United Arab Emirates – ~~88~~92. We do not engage in any other business or offer franchises in any other line of business.

Our predecessor is Hardee's Food Systems, Inc., a North Carolina corporation incorporated on December 7, 1960, whose principal place of business was 100 N. Broadway, Suite 1200, St. Louis, Missouri 63102-2706. On March 26, 2013, it was converted from a corporation to a limited liability company, Hardee's Food Systems LLC, a Delaware limited liability company formed on February 25, 2013. Effective October 7, 2013, Hardee's Food Systems LLC was converted to a North Carolina limited liability company. Hardee's Food Systems LLC has the same principal place of business as ours. (Hardee's Food Systems, Inc. and Hardee's Food Systems LLC will be collectively referred to in this disclosure document as "HFS.") HFS operated Hardee's Restaurants from 1960 until March 31, 2013. HFS also offered franchises for Hardee's Restaurants from 1961 until March 31, 2013. HFS sold franchises for Roy Rogers Restaurants for a portion of the period between April 13, 1990 and July 15, 1997 and operated Roy Rogers Restaurants from April 13, 1990 until March 31, 2013. HFS has not engaged in any other business or offered franchises in any other line of business.

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

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

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

Our Parent and Certain Affiliates. Our direct corporate parent is Hardee's Funding LLC ("HF"), and HF's direct corporate parent is Hardee's SPV Guarantor LLC ("SPV"). HF and SPV are Delaware limited liability companies organized on January 30, 2013, with the same principal place of business as ours. Neither HF nor SPV offers franchises in any line of business or provides products or services to Hardee's franchisees.

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

CJR is a Delaware limited liability company formed on January 30, 2013, whose principal place of business is the same as ours. As of January ~~3029, 2023~~2024, there were ~~4849~~ company-operated Carl's Jr. restaurants, and there were ~~1,020~~1,019 domestic franchised Carl's Jr. restaurants, including ~~266~~243 Dual Concept restaurants. Dual Concept Restaurants are quick service Carl's Jr. Restaurants that also offer certain Green Burrito Mexican food products. In addition, as of January ~~3029, 2023~~2024, there were the following international franchised Carl's Jr. Restaurants: American Samoa – 1; Australia – ~~39~~47; Cambodia – 6; Canada – 20; Chile – ~~17~~; ~~Costa Rica~~ – ~~22~~; Denmark – 16; Dominican Republic – 1; Ecuador – 24; France – ~~6~~7; Guatemala – 3; India – ~~3~~; ~~Indonesia~~ – ~~18~~4; Japan – ~~7~~4; Malaysia – 6; Mexico – ~~336~~377; New Zealand – ~~15~~17; Nicaragua – 3; Panama – 10; People's Republic of China – 3; Puerto Rico – 2; Russia – 17; Singapore – 5; Spain – ~~39~~44; ~~Switzerland~~ – ~~1~~; and Turkey – ~~21~~22. (American Samoa and Puerto Rico are considered to be international locations even though they are U.S. territories.) CJR has operated, and offered franchises for, Carl's Jr. Restaurants since April 1, 2013. CJR has not engaged in any other business or offered franchises in any other line of business.

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

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

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with **Focus Brands GoTo Foods** through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, ~~2022~~2023, there were ~~approximately 1,135~~1,156 franchised ~~facilities~~ and 11 affiliate-owned ~~facilities~~**Auntie Anne's shops** in the United States and ~~approximately 775~~817 franchised ~~facilities operating~~**Auntie Anne's shops** outside the United States.

Carvel franchises Carvel[®] ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with ~~Focus Brands~~ [GoTo Foods](#) in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, ~~2022~~2023, there were ~~326 domestic retail shoppes (including 1 shoppe co-branded in a Schlotzsky's restaurant operated by our affiliate), 30 international retail shoppes, and 2 foodservice locations operated by independent third parties that offer Carvel[®] ice cream and frozen desserts including cakes and ice cream novelties.~~324 franchised Carvel shoppes in the United States and 29 franchised Carvel shoppes outside the United States.

Cinnabon franchises Cinnabon[®] bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon[®] bakeries and Seattle's Best Coffee[®] franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with ~~Focus Brands~~ [GoTo Foods](#) through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, ~~2022~~2023, there were ~~952 franchisees d operated 950 and 22 affiliate-owned~~ 952 franchisees d operated 950 and 22 affiliate-owned Cinnabon ~~retail outlets bakeries~~ retail outlets bakeries in the United States and ~~918~~952 franchised Cinnabon ~~retail outlets bakeries~~ retail outlets bakeries outside the United States ~~and 178~~. In addition, as of December 31, 2023, there were 185 franchised Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba[®] stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA[®] franchises since October 2018. In October 2018, Jamba became affiliated with ~~Focus Brands~~ [GoTo Foods](#) through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, ~~2022~~2023, there were approximately ~~735 Jamba~~733 franchised ~~stores and 3 affiliate-owned~~ Jamba stores in the United States and ~~54~~57 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli[®] restaurants which offer a line of deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with ~~Focus Brands~~ [GoTo Foods](#) in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, ~~2022~~2023, there were ~~492~~506 domestic franchised McAlister's restaurants and ~~32~~33 affiliate-owned restaurants operating in the United States.

Moe's franchises Moe's Southwest Grill[®] fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with ~~Focus Brands~~ [GoTo Foods](#) through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, ~~2022~~2023, there were ~~636~~606 franchised ~~and six affiliate-owned~~ Moe's Southwest Grill restaurants ~~operating in the United States and one franchised restaurant operating outside the United States.~~

Schlotzsky's franchises Schlotzsky's[®] quick-casual restaurants which feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with ~~Focus Brands~~ [GoTo Foods](#) through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, ~~2022~~2023, there were ~~299~~295 franchised Schlotzsky's restaurants and ~~27~~22 affiliate-owned restaurants operating in the United States.

Inspire Brands, Inc. ("Inspire Brands") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire

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

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. ~~As of January 1, 2023, there were approximately 3,415 Arby's restaurants operating in the United States (2,305 franchised and 1,110 company-owned), and 174 franchised Arby's restaurants operating internationally.~~ Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed. As of December 31, 2023, there were 3,413 Arby's restaurants operating in the United States (2,316 franchised and 1,097 company-owned) and 200 franchised Arby's restaurants operating internationally.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under Buffalo Wild Wings® name ("Buffalo Wild Wings Sports Bars") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("BWW-GO Restaurants"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of ~~January 1~~December 31, 2023, there were ~~1,189~~1,185 Buffalo Wild Wings Sports Bars operating in the United States (~~530~~533 franchised and ~~659~~652 company-owned) and ~~75~~65 franchised Buffalo Wild Wings or B-Dubs restaurants operating outside the United States (~~63 franchised and 12 company-owned~~). As of ~~January 1~~December 31, 2023, there were ~~41~~79 BWW-GO Restaurants operating in the United States (~~431 franchised and 3748~~ company-owned).

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic has offered franchises for Sonic restaurants since May 2011. As of ~~January 1~~December 31, 2023, there were ~~3,546~~3,521 Sonic Drive-Ins (~~3,221 operating in the United States (3,195 franchised and 325~~326 company-owned) ~~in operation~~).

Jimmy John's is a franchisor of restaurants operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. ~~Jimmy John's and its predecessor have been franchising since 1993 and, as of January 1, 2023, had 2,637~~As of December 31, 2023, there were 2,644 Jimmy John's restaurants operating in the United States (2,5972,604 franchised and 40 affiliate-owned). Of those 2,644 restaurants, 2,641 were single-branded Jimmy John's restaurants and 3 were franchised Jimmy John's restaurants operating at multi-brand locations.

Dunkin' is a franchisor of Dunkin'® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and

beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises in the United States and certain international markets for Dunkin' restaurants since March 2006. As of ~~January 1~~December 31, 2023, there were ~~8,087 single-branded franchised~~9,580 Dunkin' restaurants operating in the United States ~~and an additional 3,872 operating in 37 countries.~~(9,548 franchised and 32 company-owned). Of those 9,580 restaurants, 8,295 were single-branded Dunkin' restaurants, 2 were franchised Dunkin' restaurants operating at multi-brand locations, and 1,283 were franchised Dunkin' and Baskin-Robbins combo restaurants. Additionally, as of December 31, 2023, there were 4,210 single-branded franchised Dunkin' restaurants operating internationally.

Baskin-Robbins is a franchisor of Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006. As of ~~January 1~~December 31, 2023, there were ~~1,001 single-branded~~2,261 franchised Baskin-Robbins restaurants ~~operating~~ in the United States ~~and an additional 5,349 operating internationally in 37 countries and Puerto Rico. As of January 1, 2023, there were 1,252.~~ Of those 2,261 restaurants, 977 were single-branded Baskin-Robbins restaurants, 1 was a Baskin-Robbins restaurant operating at a multi-brand location, and 1,283 were Dunkin' and Baskin-Robbins combo restaurants ~~in the United States~~. Additionally, as of December 31, 2023, there were 5,383 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

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

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 ~~and as of~~ As of December 31, 2022, had 4832023, there were 505 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offers professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, ~~2022~~2023, there were ~~1,083~~1,053 Massage Envy locations operating in the United States, including ~~1073~~1044 operated as total body care Massage Envy businesses and ~~109~~ operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would

solicit. As of December 31, ~~2022~~2023, there were ~~109~~ regional developers operating ~~1211~~ regions in the United States. Massage Envy has not offered franchises in any other line of business.

Driven Holdings, LLC (“Driven Holdings”) is the indirect parent company to ~~10~~nine franchisors, including Meineke Franchisor SPV LLC (“**Meineke**”), Maaco Franchisor SPV LLC (“**Maaco**”), ~~Drive N Style Franchisor SPV LLC (“DNS”),~~ Merlin Franchisor SPV LLC (“**Merlin**”), Econo Lube Franchisor SPV LLC (“**Econo Lube**”), 1-800-Radiator Franchisor SPV LLC (“**1-800-Radiator**”), CARSTAR Franchisor SPV LLC (“**CARSTAR**”), Take 5 Franchisor SPV LLC (“**Take 5**”), ABRA Franchisor SPV LLC (“**ABRA**”) and FUSA Franchisor SPV LLC (“**FUSA**”). In April 2015, Driven Holdings and its franchised brands at the time (~~which included~~ Meineke, Maaco, ~~DNS,~~ Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, ~~DNS,~~ Econo Lube, Merlin, CARSTAR, Take 5, ~~ABRA~~Abra and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator’s principal business address is 4401 Park Road, Benicia, California 94510. ~~All 10~~None of these franchise ~~erse~~ systems have ~~not~~ offered franchises in any other line of business.

Meineke franchises automotive centers ~~which~~that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke’s affiliate has owned and operated Meineke centers on and off since March 1991. As of December ~~31~~30, 20222023, there were ~~703~~698 franchised Meineke centers, 22 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December ~~31~~30, 20222023, there were ~~397~~373 franchised Maaco centers and no company-owned Maaco centers in the United States.

~~DNS is the franchisor of 3 franchise systems: Drive N Style[®] franchises, AutoQual[®] franchises and Aero Colours[®] franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 31, 2022, there were 30 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 31, 2022, there were 5 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer’s home or place of business. As of December 31, 2022, there was 1 Aero Colours franchise and no company-owned Aero Colours businesses in the United States.~~

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

system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name “Merlin Muffler and Brake Shops,” and have offered franchises under the name “Merlin Shops” since February 2006. As of December ~~3130, 2022~~2023, there were ~~2422~~ Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube’s predecessor began offering franchises in 1980 under the name “Muffler Crafters” and began offering franchises under the name “Econo Lube N’ Tune” in 1985. As of December ~~3130, 2022~~2023, there were ~~109~~ Econo Lube N’ Tune franchises and 12 Econo Lube N’ Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N’ Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December ~~3130, 2022~~2023, there were 196 1-800-Radiator franchises in operation in the United States. 1-800-Radiator’s affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December ~~3130, 2022~~2023, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR’s business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December ~~3130, 2022~~2023, there were ~~445~~455 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December ~~3130, 2022~~2023, there were ~~228~~325 franchised Take 5 outlets and 643 affiliate-owned Take 5 outlets operating in the United States. ~~An affiliate of Take 5 currently operates approximately 575 Take 5 outlets and outlets that operate under other brands, many of which may be converted to the Take 5 brand and operating platform in the future.~~

ABRAAbra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. **ABRA**Abra and its predecessor have offered **ABRA**Abra franchises since 1987. As of December ~~3130, 2022~~2023, there were ~~58~~57 franchised **ABRA**Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December ~~3130, 2022~~2023, there were ~~189~~203 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA’s affiliate ~~pursuant to~~under a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered

Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. ~~These franchisors have not offered franchises in any other line of business.~~

As of December ~~31~~30, 20222023, there were: (i) ~~25~~15 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) ~~21~~18 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) ~~8~~10 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) ~~349~~313 franchised CARSTAR facilities and ~~no~~1 company-owned CARSTAR facilities in Canada; (v) 30 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) ~~38~~57 franchised UniglassPlus businesses, ~~34~~27 franchised UniglassPlus/Ziebart businesses, and ~~no~~5 franchised Uniglass Express businesses in Canada, and ~~4~~2 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) ~~7~~10 franchised VitroPlus businesses, ~~62~~57 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and ~~4~~3 company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) ~~33~~32 franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) ~~40~~12 franchised Go! Glass & Accessories businesses and ~~1~~no franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

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

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

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, ~~2022, 2023, there were 813~~ Merry Maids ~~had 967~~ franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under

the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, ~~2022, ServiceMaster had operating in the United States 671~~ 2023, there were 619 ServiceMaster Clean franchises and ~~2,157,064~~ 2,157,064 ServiceMaster Restore franchises ~~operating~~ operating in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, ~~2022~~ 2023, there were ~~293~~ 313 Two Men and a Truck franchises and three company-owned ~~locations operating~~ Two Men and a Truck businesses in the United States. As of December 31, ~~2022~~ 2023, there were ~~not any~~ 20 Two Men and a Junk Truck franchises ~~or company-owned locations in operation in~~ the United States.

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

NBC Franchisor LLC ("NBC") franchises gourmet bakeries ~~which~~ that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, ~~2022~~ 2023, there were ~~409~~ 562 Northing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC ("Mathnasium") franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November ~~2021~~ 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, ~~2022~~ 2023, there were ~~955 Mathnasium~~ 968 franchises ~~d in the United States and its parent company operated 3 and 4 affiliate-owned~~ operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, ~~2022~~ 2023, there were ~~88~~ 89 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, ~~2022~~ 2023, there were ~~65~~ 79 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC ~~each~~ each have ~~at their~~ at their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

Youth Enrichment Brands, LLC is the direct parent company to three franchisors operating in the United States: i9 Sports, LLC ("i9"), SafeSplash Brands, LLC also known as "Streamline Brands"), and School of Rock Franchising LLC ("School of Rock"). i9 became an Affiliated Program through an acquisition in September 2021. Streamline Brands became an Affiliated Program through an acquisition in

June 2022. School of Rock became an Affiliated Program through an acquisition in September 2023. The three franchisors have ~~never offered franchises in any other line of business.~~

~~i9 Sports, LLC (“i9”)~~ franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, ~~2022~~2023, there were ~~218~~245 i9 Sports franchises ~~and one company-owned location. i9 has never offered franchises in any other line of business in the United States.~~

~~SafeSplash Brands, LLC (also known as “Streamline Brands”)~~ offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide “learn to swim” programs for children and adults, birthday parties, summer camps, other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through ~~March~~ 2023. Streamline Brands has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, ~~2022~~2023, there were ~~110~~128 franchised and company-owned SafeSplash Swim School outlets (included 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States. ~~Streamline Brands has never offered franchises in any other line of business.~~

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

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

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

ITEM 2

BUSINESS EXPERIENCE

Independent Manager: Albert J. Fioravanti

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

Independent Manager: Leonard Padula

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

Chief Executive Officer: Christopher Maxwell Wetzel

Mr. Wetzel has held this position since March 2023. He holds the same position with [CJFR](#), CKE, CKR, HR and SPV. From May 2022 to March 2023, he served as Executive Vice President, Chief Operating Officer for Papa John's Franchising based in Louisville, Kentucky. Prior to that he served as Papa John's Executive Vice President & Chief Commercial Officer from October 2021 to May 2022 and Chief Commercial and Marketing Officer from November 2019 to October 2021. From July 2018 to November 2019, Mr. Wetzel served as Vice President Consumer Brands and Business Transformation – US and Canada for PPG Architectural Coatings based in Pittsburgh, Pennsylvania. Mr. Wetzel started at PPG in November 2014 as General Manager Home Centers and Chief Marketing Officer and from June 2016 to July 2018 he served as PPG's Vice President Home Centers and Global Strategic Marketing.

Chief Operating Officer Brand President, Hardee's: Chris Bode

Mr. Bode has held this position since [October 2023](#). From [September 2022 to September 2023](#), he served as Chief Operating Officer for HR, CJR, CKE, HR and SPV. From March 2011 to September 2022, he served as Chief Operations Officer for DFO, LLC, the franchisor of Denny's Restaurants based in Spartanburg, South Carolina.

General Counsel and Chief Legal Officer: Kerry Olson

Ms. Olson has held this position since July 2018. [She holds the same position with CJR, CKE, CKR, HR and SPV](#). From September 2017 to July 2018, she was a partner at the law firm of Faegre Baker Daniels LLP in Minneapolis, Minnesota. From October 2015 to June 2017, Ms. Olson was Executive Vice President and Global General Counsel of Carlson Hotels, Inc. in Minnetonka, Minnesota.

Chief Marketing Officer: Jennifer Tate

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

Chief Financial Officer: Michael Lenihan

Mr. Lenihan has held this position since September 2023. [He holds the same position with CJR, CKE, CKR, HR and SPV](#). From January 2003 to September 2023, he served as Vice President of Finance for Yum Brands, Inc. based in Louisville, KY.

Chief Technology & Growth Officer: Justin Falcicola

[Mr. Falcicola begins this position in June 2024. He will hold the same position with HRF, CKE, CKR, CJR and SPV. From November 2019 to May 2024, he served as Chief Insights and Technology Officer of Papa John's International in Louisville, Kentucky. Prior to that he served as Papa John's Senior Vice President, Chief Analytics and Technology Officer from October 2018 to October 2019.](#)

President-International: Mike Woida

Mr. Woida has held this position since April 2019. He holds the same position with CJR, CKE, CKR, HR and SPV. From December 2010 to April 2019, Mr. Woida was Senior Vice President, International of HR and CKR.

Chief Human Resources Officer: Andrew Robinson

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

Senior Vice President-Development: Mark McClellan

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

Vice President-Franchise Performance: Bracken Gardner

Mr. Gardner has held this position since September 2022. From May 2019 to September 2022, he was Vice President, Franchise Relationship Manager for Northern Bank & Trust Company based in Woburn, Massachusetts. From May 2008 to March 2019, he was Director, Business Development for Dunkin' Brands based in Canton, Massachusetts.

Senior Vice President – Operations: Anthony T. D’Amico

Mr. D’Amico has held this position since December 2022. From January 2013 to April 2022, he was Senior Vice President for S&D Coffee, Inc. in Concord, North Carolina.

~~President-International: Mike Woida~~ **Vice President – Legal: Danell Caron**

~~Mr. Woida~~ Ms. Caron has held this position since April 2019. ~~He holds the same position with CJR, Carl Karcher Enterprises LLC, CKR, HR, HFS and SPV. From December 2010 to April 2019, Mr. Woida was Senior Vice President, International of HR and CKR.~~ 2023. Prior to joining CKE, Ms. Caron served as General Counsel (from August 2022 to March 2023) and Director of Legal and Franchise Administration (March 2020 to July 2022) for Great Clips, Inc., in Bloomington, Minnesota. From January 2018 to February 2020, Ms. Caron served as General Counsel for Lift Brands, Inc., in Chanhassen, Minnesota.

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

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

Chief Technology Officer: Phil Crawford

~~Mr. Crawford has held this position since September 2020. From June 2018 until August 2020, he was Global Chief Technology Officer at Godiva Chocolatier, Inc in New York, New York. From 2014 to 2018, he was Chief Information Officer and Head of Technology at Shake Shack Inc in New York, New York.~~

Chief Human Resources Officer: Andrew Robinson

~~Mr. Robinson has held this position since August 2019. From May 2017 through July 2019, he served as Chief Human Resources Officer at Starr Restaurants in Philadelphia, PA.~~

Senior Director of Franchise Sales and Development: ~~Brian Olson~~Eric Roschel

Mr. ~~Olson~~Roschel has held this position since ~~January 2023~~May 2024. He holds the same position for CJR. From ~~June 2021 through~~November 2022 to March 2024, Mr. Roschel served as Executive Vice President of Marketing for TIGER 21 located in New York, NY. From January 2021 to ~~Dee~~November 2022, ~~he~~Mr. Roschel served as Senior Director of ~~Real Estate for CJR and HR. From August 2020 to June 2021, he was the Director of Leasing for Highland Ventures in Glenview, Illinois. Prior to this, Mr. Olson was the Director of Real Estate for Aspen Dental in Chicago, Illinois from October 2019 to August 2020. From August 2017 to July 2019, he was the~~Development for Bojangles located in Charlotte, North Carolina. From January 2016 to January 2021, Mr. Roschel served as Director of Development for Domino's Pizza located in Ann Arbor, MI.

ITEM 3

LITIGATION

Affiliate Litigation – Concluded Matters

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

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

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

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

On August 18, 2016, 6Points served an Amended Statement of Claim in the consolidated action, against the defendants in the actions above. The Amended Statement of Claim reasserts the same claims advanced by 6Points in the two actions described above.

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

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

(2) *Ashlie Harris v. CJ Star, LLC, Carl's Jr. Restaurants LLC, and DOES 1-10, (United States District Court, Eastern District of Washington, Spokane Division, Case No 2:18-cv-00247, filed August 3, 2018)*. On August 3, 2018, Ashlie Harris, a former employee of a Carl's Jr. franchisee, filed a lawsuit in the federal district court for the Eastern District of Washington. The plaintiff alleged that certain provisions in the applicable franchise agreement between us and our franchisees violate federal and state anti-trust statutes as they allegedly restrict the ability of our franchisees or company-owned stores from soliciting or hiring the employees of other of our franchisees or company-owned stores. The complaint sought to certify a class of franchisee employees in the state of Washington and recover treble damages stemming from alleged underpayment of wages for current and former employees located in the state of Washington from July 12, 2014 to present. We denied that the provisions violate any law and filed a Motion to Dismiss the case. On or about April 1, 2019, the parties reached an agreement to settle the litigation with the following terms: (a) Defendants will pay Harris \$5,000 and attorneys' fees in the aggregate amount of \$20,000, (b) CJR has obtained amendments of the existing franchise agreements with Washington franchisees to remove non-solicitation/no-hire provisions, to the extent such provisions existed in the first place, and (c) CJR agreed not to enforce the disputed provision in existing agreements with Washington franchisees. The Court granted the parties' stipulated motion to dismiss the case on April 23, 2019.

(3) *Larry Rice v. By The Rio, LLC, Carl's Jr. Restaurants LLC, and DOES 1-10, (United States District Court, District of Colorado, Case No 1:19-cv-00129-STV, filed January 15, 2019)*. On January 15, 2019, Larry Rice, a former employee of a Carl's Jr. franchisee, filed a lawsuit in the federal district court for the District of Colorado. The plaintiff alleged that certain provisions in the applicable franchise agreement between us and our franchisees violate federal and state anti-trust statutes as they allegedly restrict the ability of our franchisees or company-owned stores from soliciting or hiring the employees of other of our franchisees or company-owned stores. The complaint sought to certify a class of franchisee employees in the state of Colorado and recover treble damages stemming from alleged underpayment of wages for current and former employees located in the state of Colorado from July 12, 2014 to present. On or about April 1, 2019, the parties reached an agreement to settle the litigation with the following terms: (a) Defendants will pay Rice \$2,500 and attorneys' fees in the aggregate amount of \$7,500, (b) CJR will amend its franchise agreements with the Colorado franchisee named in the lawsuit to remove non-solicitation/no-hire provisions, and (c) CJR agreed not to enforce the disputed provision in existing agreements with

Colorado franchisees. The Court granted the parties' stipulated motion to dismiss the case on April 23, 2019.

Disclosures Regarding Affiliated Programs

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

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions, but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. ~~E25636618~~19STCV09597, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, ~~that~~ the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("**NYAG**") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the

Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under [the](#) consent order, DBI agreed to pay \$650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

* * *

Other than these 6 actions, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Development Fee

If you enter into a Development Agreement, you must pay HR a Development Fee of ~~\$15,000~~[10,000](#) for each Franchised Restaurant you agree to develop at the time you sign the Agreement. The Development Fee is not refundable. If you execute a Franchise Agreement for a new Franchised Restaurant pursuant to the Development Agreement, the ~~\$15,000~~[10,000](#) Development Fee associated with this new Franchised Restaurant will be credited against the Initial Franchise Fee for such Franchised Restaurant. With respect to each Franchised Restaurant developed under the Development Agreement, you will execute the form of "St. Louis" Franchise Agreement in use at the time you enter into a lease or sublease for, or take fee title to, the real property upon which the Franchised Restaurant will be developed.

Initial Franchise Fee

The Initial Franchise Fee is \$25,000, although the balance of the Initial Franchise Fee is reduced to ~~\$10,000~~[15,000](#) for a Restaurant developed pursuant to the terms of the Development Agreement. You must pay HR the Initial Franchise Fee, less any Development Fee already paid, when you execute the Franchise Agreement. The Initial Franchise Fee is fully earned by HR when paid, and it is not refundable.

Purchase of Existing Restaurant

If you are purchasing an existing company-operated Hardee's Restaurant, the Initial Franchise Fee is included in the purchase price. The amount of the purchase price will vary by Restaurant based on a wide range of factors, including the assets being acquired, their location, their book value, their fair market value and other factors. The purchase price will be separately negotiated for each Restaurant. If you enter into a Development Agreement as part of the purchase of existing company-operated Hardee's Restaurants, you must pay HR a Development Fee of \$10,000 for each Franchised Restaurant you agree to develop at the time you sign the Agreement.

Training Fees

Additional Franchise Management Training Program (“FMTP”)

HR currently provides the FMTP to you, your Operating Principal (if not previously trained), your General Manager and 6 other employees whom you have hired as Shift Leaders, at no additional cost to you, provided that the training takes place within 2 years of your signing the Franchise Agreement. We reserve, however, the right to modify or waive the training required based on an individual’s or your experience. If HR has provided the FMTP to those individuals, and you desire that additional employees attend the FMTP, they may do so, subject to space availability and your payment of a nonrefundable Training Fee. The Training Fee for each additional employee is \$500 per person per week. Notwithstanding the foregoing, you will not be required to pay HR a Training Fee for any person attending the FMTP unless, in any 12-month period, the number of personnel with a designated position title whom you send to the FMTP exceeds the average attrition rate (for quick service restaurants) for that designated position title. In that instance, we may charge you a Training Fee for each person with that designated position title attending the FMTP until the number of personnel with that designated position title whom you send to the FMTP in a 12-month period is no more than the average attrition rate (for quick service restaurants) for that designated position title. You must pay all travel, living and other expenses incurred by you and your employees while attending the FMTP.

All-Star Opening Training Support Team (“Opening Training Support Team”)

You may be required to pay us, at our discretion, a nonrefundable Opening Training Support Team Fee of up to \$10,000 in connection with the opening of your Franchised Restaurant. The Opening Training Support Team Fee must be paid in full at least 7 days prior to the opening of the Franchised Restaurant. The Opening Training Support Team Fee entitles you to opening assistance support by the Opening Training Support Team. We will determine, in our sole discretion, the level of support for your Franchised Restaurant. We reserve the right, in our sole discretion, to modify the level of assistance provided by the Opening Training Support Team.

* * *

The preceding fees are uniform. HR, in its sole discretion, may offer incentives to a specific franchisee under certain circumstances, which may include circumstances where a franchisee agrees to develop a significant number of Franchised Restaurants, a franchisee agrees to significantly accelerate his historical development patterns, a franchisee agrees to develop Franchised Restaurants in a new territory, a franchisee proposes to develop unique sites or a franchisee desires to rebuild its franchised restaurant at the current site. In those circumstances, among others as determined by us, HR may, among other things, waive some or all of the Initial Franchise Fee, decrease the royalty fee for a period of time (as noted in Item 6) and/or extend the time for a franchisee to comply with its remodel obligations for some or all of its existing Franchised Restaurants. ~~During our fiscal year ended January 30, 2023, we did not waive or reduce any initial fees except a limited instance where~~In 2024 we waived the Initial Franchise Fee for a non-traditional in certain instances where a new franchisee was taking over operation of a Franchised Restaurant that was closed or otherwise may have closed.

ITEM 6

OTHER FEES

Type of Fee (1)	Amount	Due Date	Remarks
Royalty	For newly-developed Franchised Restaurants, 3.5% of Gross Sales for the first 5 years and 4% of Gross Sales for the balance of the initial term. For all other Franchised Restaurants, 4% of Gross Sales. (2) (3)	Within 15 calendar days after the end of each calendar month in which the sales were made	Gross Sales include all revenue from the sale of all services and products (except HR-approved promotional items) and all other income of every kind and nature (excluding revenue from the sale of stored value gift cards or gift certificates but including revenue when gift certificates are redeemed or stored value gift cards are debited) related to the Franchised Restaurant, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Sales do not include any sales taxes or other taxes collected from customers by you for transmittal to the appropriate taxing authority. (4)
Taxes	You must reimburse us for any taxes imposed on us for acting as franchisor or licensing the Proprietary Marks.	Within 30 days of receipt of invoice, <u>except if the invoice is associated with taxes tied to rent then due upon receipt of invoice.</u>	
Hardee's Advertising (2)	An advertising and promotional obligation ("APO") in an amount set forth in your Franchise Agreement. Your APO will be up to 7% of Hardee's Gross Sales. Currently, your APO is 5.5% of Hardee's Gross Sales. (5)		Divided between HNAF, Regional Co-op and LSM (each as defined below)
Hardee's National Advertising Fund ("HNAF")	Currently, 4.25% of Hardee's Gross Sales	On the 1st 10 th day of each month	HNAF contributions are due on the first of each month and are based on Gross Sales in the prior month.
Hardee's Regional Cooperative ("Regional Co-op")	If your Franchised Restaurant is in an area covered by a Regional Co-op, currently, minimum of 0.5% of Hardee's Gross Sales; however, your Regional Co-op can	Same as royalty	We have the right, in our reasonable discretion, to establish a regional advertising and sales promotion cooperative in the regional area in which your Franchised Restaurant is located ("DMA") to which you will be required to contribute.

Type of Fee (1)	Amount	Due Date	Remarks
	vote to increase each member's contribution.		
Hardee's Local Store Marketing ("LSM")	Difference between your APO and the amount you contribute to HNAF and a Regional Co-op	Not paid to HR	You may develop advertising materials for your own use; however, we must approve these advertising materials in advance of use. LSM monies may be spent only for approved advertising. (65)
Interest	Interest on the amount owed from the date due until paid	When any payment is overdue	The interest rate is the lesser of the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Restaurant is located or 1.5% per fiscal period (or portion of a fiscal period).
Other Training	Fees are based upon, but not limited to, actual materials, vendor charges and facility costs and likely will range from \$300 to \$1,000.	Before the commencement of training	You will be required to pay all travel, living and other expenses incurred by you and your employees while attending training.
Other Training Materials	Varies	As incurred	We have developed materials, including audio visual aids, that you may purchase at your option for use in your Franchised Restaurant.
Financial Audit and Inspection Costs	Deficiency in royalty fees and advertising contributions, plus interest	Within 10 days after receipt of the audit or inspection report	The interest rate is the same as the interest rate for late payments. If an inspection or audit is made necessary by your failure to furnish reports or supporting records, or your failure to furnish these reports, records or information on a timely basis, or if there is an understatement of Gross Sales of greater than 2%, you also must pay the reasonable costs of the audit or inspection.
Star University Access Fee	Currently, \$14 per Fiscal Period (currently a 4-week accounting period)	Billed on the 1st of the month and due upon <u>Within 21 days after receipt of invoice</u>	This fee will provide you access to Star University, a required training tool for your Franchised Restaurant; Star University an E-Learning management system for the administration, tracking and reporting of learning programs. You will be required to sign the Star University License Agreement (the current form is attached as Exhibit E -2). The fee is paid to us but we pass this entire fee to a third-party vendor to help facilitate the training environment. We reserve the right to increase the fee in the future.
Food and Safety Training Program	Varies	Prior to start of training	You and certain of your employees will be required from time to time to complete an online training program on food and safety topics. You also will be required to pay all

Type of Fee (1)	Amount	Due Date	Remarks
			expenses incurred by you and your employees while participating in this training. This training includes, but is not limited to, training provided by us or by third parties for certification of food safety requirements.
Transfer	\$2,500; if more than one Hardee's Restaurant is involved in the transfer, the fee will be \$2,500 for the first Hardee's Restaurant and \$500 for each additional Hardee's Restaurant	Before consummation of transfer	There is no fee if you transfer to a corporation or limited liability company which you control. All transfers are subject to our prior written consent.
Indemnification	The losses and expenses incurred by HR and its parents and affiliates	As incurred	You must indemnify, defend and hold HR and its parents and affiliates harmless in all actions arising out of the development or operation of your Franchised Restaurant, excluding the gross negligence or willful misconduct of HR.
New Product and Supplier Testing	Reasonable cost of inspection and actual cost of testing; \$1,500 fee for inspection must be paid as a deposit	As incurred	If you propose to purchase any items from an unapproved supplier, you must submit to us a written request for approval, or request that the supplier do so itself. HR's approval will not be unreasonably withheld, but may be conditioned on the supplier meeting certain requirements (and HR may limit the number of suppliers). We have the right to require that our representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, at our option, either to us or an independent, certified laboratory designated by us for testing before granting approval. You must pay a charge not to exceed the reasonable cost of the inspection and the actual cost of the test.
Software Support Fee (PAR Brink and CrunchTime)	Currently, \$118 per Franchised Restaurant per fiscal period (4 week accounting period) (for L/1 and L/2 Help Desk Support for PAR Brink & CrunchTime); in addition, \$825 per Franchised Restaurant bi-annually (every 26 week accounting period) for back office	As incurred	\$118 of this amount is paid to our affiliate, CKR, and the amount or related fees are subject to change. Applicable only if you choose to use the PAR Brink/CrunchTime service (described in Item 11). You are not required to use this software. If you use PAR Brink you are also required to use CrunchTime for back office support and pay to CrunchTime \$825 per Franchised Restaurant bi-annually (every 26 week accounting period) for back office support fee. PAR Brink and CrunchTime require the payment of additional license fees as

Type of Fee (1)	Amount	Due Date	Remarks
	<p>support fee payable to CrunchTime.</p> <p>Additionally, there is an optional BizIQ cost, per user: Power User \$3,500, Analyst \$1,800, and Consumer \$600.</p> <p>If you use Brink, you must also pay the Brink Hosting Fee of \$6.50 per fiscal period (4 week accounting period) plus the CrunchTime hosting fee of \$1.50 per fiscal period. If you don't use Brink, but use CrunchTime for back office, the CrunchTime Hosting Fee of \$1.50 only will be charged per fiscal period.</p>		<p>explained in Item 11. . The breakdown of this support fee is:</p> <p>RTSC Help Desk – Cognizant - \$88 RTSC Help Desk – Kaseya - \$14 Binary Defense - \$13 Sentinel 1 - \$3</p> <p>The BizIQ cost is billed annually by BizIQ and paid directly to BizIQ.</p> <p>The CrunchTime and Brink Hosting Fees are billed by us and paid to our affiliate, CKR, to reimburse CKR for these hosting fees billed to CKR by CrunchTime and Brink.</p>
PAR Brink and CrunchTime Training Fee	Currently, one-time fee of \$1250 <u>\$1,250</u> per franchisee.	At the time the Software Support Agreement is signed	This amount is currently paid to our affiliate, CKR, and is subject to change. Applicable only if you choose to use the PAR Brink/CrunchTime service (described in Item 11). You are not required to use the PAR Brink/Crunch Time software. If you use PAR Brink you are also required to use CrunchTime for back office support. PAR Brink and CrunchTime require the payment of additional license fees as explained in Item 11.
Digital Tech Fee	Currently, \$80 <u>\$120</u> per fiscal period (4 week accounting period)	Billed on the 1st of the month and due upon invoicing	<p>You must participate in our online ordering/delivery and loyalty programs we may from time to time establish and use the related software and technology that we may from time to time specify.</p> <p>Currently, the Digital Tech Fee will provide you access to the following software and technology: OLO, Data Menu Management, Data Management (customer data processing) and Future (enterprise data management and content management system). You must execute the OLO Authorized Operator Agreement (the current form is attached as Exhibit EE <u>FE</u>-3) and we may require you to execute other related software agreements in the future.</p> <p>We may change the required software/technology from time to time.</p>

Type of Fee (1)	Amount	Due Date	Remarks
			We may increase this fee upon prior notice to you
Renewal Fee	\$5,000 for a 5-year renewal term (or less) or \$10,000 for a renewal term greater than 5 years, but no more than 10 years	At the time the new franchise agreement is signed	
Collection Costs and Expenses	Our costs and expenses	On demand, if required	These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.
Relocation	Our reasonable expenses	On demand, if required	You may not relocate the Franchised Restaurant without our prior written consent, which will not be unreasonably withheld. If we approve a relocation of your Franchised Restaurant, we have the right to charge you for all reasonable expenses actually incurred in connection with consideration of the request.
Reimbursement of Insurance Costs	Cost of obtaining coverage	Immediately upon receipt of invoice	If you fail to procure or maintain the required insurance, we may procure the insurance and charge its cost along with our out-of-pocket expenses to you. We collect the cost of the insurance coverage for the insurance company with which we place the coverage.
Web Site Fee	Actual cost of developing, reviewing, securing, protecting and/or hosting the web site	As incurred	We have the right to charge you a fee for developing, reviewing and approving your web site and/or securing, protecting and hosting the web site.
Rent for a Former Corporate Restaurant	Varies (76)	Payable on the 1 st day of the month	Where we lease the building and sublease to you, we will pass thru any rent escalations which occur throughout the lease term.

NOTES

- (1) Unless otherwise noted, all fees are imposed by and payable to us, are non-refundable and are uniformly imposed on our franchisees who receive this disclosure document.
- (2) If you default in paying HR any monies under the Franchise Agreement and fail to cure that default within 10 days after receipt of a written notice of default, you will then be required to pay HR all royalty fees and advertising fees within 10 calendar days after the end of each fiscal week.

If you purchase a Restaurant from us, we may charge a higher royalty fee, not to exceed 6% of Gross Sales. We will advise you of the applicable royalty fee before you purchase the Restaurant.

On occasion, we may consider reducing the royalty fee to fit a particular concern, taking into account a variety of factors, including, but not limited to, where a franchisee agrees to develop a significant number of Franchised Restaurants, a franchisee agrees to significantly accelerate his historical development patterns, a franchisee agrees to develop Franchised Restaurants in a new territory, a franchisee proposes to develop unique sites or a franchisee desires to rebuild its franchised restaurant at the current site. If we agree to a reduction in the royalty fee, the reduction likely would be between 1% and 4% of the Gross Sales of the Franchised Restaurant for up to the first 3 years of operation of the Franchised Restaurant.

Under the HR ~~2023~~2024 Development Incentive Program Addendum described in Item 1 (Exhibit ~~LK~~), with respect to Gross Sales accruing during the applicable Franchised Restaurant's first year of operation under the Franchise Agreement, for Franchised Restaurants that open on or ahead of schedule pursuant to an executed Development Agreement and Franchised Agreement, we will reduce each of the royalty fee and APO by (i) 3% of Gross Sales accruing during the Restaurant's first year of operation; (ii) 2% of Gross Sales accruing during the Restaurant's second year of operation; and (iii) 1% of Gross Sales accruing during the Restaurant's third year of operation. After the third year of operation, the royalty fee reverts back to royalty set out in the Franchise agreement and the APO fee reverts back to 5.5% of Gross Sales. If you or any of your affiliates receives, during the first three years of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between you or any of your affiliates and HR or any affiliate of HR and fails to cure the default within the applicable cure period, the Addendum will be terminated and the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

- (3) On occasion, we may consider reducing the royalty fee to fit a particular concern, taking into account a variety of factors, including, but not limited to, where a franchisee agrees to develop a significant number of Franchised Restaurants, a franchisee agrees to significantly accelerate his historical development patterns, a franchisee proposes to develop unique sites or a franchisee desires to rebuild its franchised restaurant at the current site. If we agree to a reduction in the royalty fee, the reduction likely would be between 1% and 4% of the Gross Sales of the Franchised Restaurant for up to the first 3 years of operation of the Franchised Restaurant.

If the Franchise Agreement is terminated following your default, since it would be difficult, if not impossible, to determine the amount of damages that we will suffer as a result of your breach, unless waived by us in our sole discretion, you must immediately pay us, as damages and not as a penalty, the amount of royalty fee that you would have paid during the period ("Damages Period") from the effective date of termination to the earlier of: (a) the 3-year anniversary of the effective date of termination; or (b) the date on which the initial term of the Franchise Agreement was scheduled to expire. The amount of such royalty fee during the Damages Period will be calculated by multiplying the average monthly royalty fee that you owed for the 12-month period prior to the effective date of termination by the number of months in the Damages Period.

- ~~(4) If you sign the Co-Brand Location Addendum, Gross Sales will include all beverages ordered by customers at the Franchised Restaurant. If: (a) beverages cannot be ordered at the Franchised Restaurant; or (b) your point of sale system cannot allocate to Gross Sales beverages ordered at the Franchised Restaurant, you will be required to pay a royalty fee in the amount of 5.5% of the Gross Sales of the Franchised Restaurant.~~

- ~~(5)~~ We have the right, following written notice to you, to reallocate your advertising contributions (including the allocation to HNAF and/or a Regional Co-op) and to increase your advertising contributions, but not by more than ½% of Gross Sales in any 12-month period. In addition, we

may not increase the APO above 7% of Gross Sales; however, this limitation does not prevent the Franchised Restaurant's Regional Co-op from requiring a contribution that, when added to your HNAF contribution, results in a total APO in excess of 7% of Gross Sales. We may, in our sole discretion, temporarily or permanently adjust the advertising contribution for certain locations or markets due to unique or unusual circumstances.

- (65) We may eliminate the LSM obligation. The following expenditures will not be credited against your LSM obligation: free or discounted food; employee incentive programs; charitable contributions; payments in connection with permanent on-premises menu boards; lighting; yellow pages; entertainment discount books; the purchase or maintenance of vehicles; and other similar payments.
- (76) The following is the rent structure for a Former Corporate Restaurant: Rent which includes when due, all base rent, minimum rent, fixed rent, additional rent, and any and all other charges and amounts however called or termed required under the prime lease (as will be further set forth in the Asset Purchase Agreement the parties will sign as part of the sale.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT TO DEVELOP A HARDEE'S RESTAURANT (1)

Type of Expenditure	<u>Low Amount</u>	<u>High Amount</u>	Method of Payment (2)	When Due <u>Due</u>	To Whom Payment Is To Be Made
Fees to HR:					
Initial Franchise Fee (3)	\$25,000	<u>\$25,000</u>	Lump sum or installments	See Item 5	HR
Opening Training Support Team Fee (3)	\$30,000 \$70,000 <u>32,000</u>	<u>\$72,000</u>	As incurred	See Item 5	Vendors, HR
Total Fees to HR	\$55,000 <u>57,000</u>	\$95,000 <u>97,000</u>			
Build-Out Costs:					
Real Property (4)	Variable	<u>Variable</u>			
Building (5)	\$500,000 \$1,200,000 <u>525,000</u>	<u>\$735,395</u>	Progress payments	As arranged	Contractors
Site Improvements (6)	\$100,000 - \$850,000	<u>\$550,000</u>	As arranged	As arranged	Contractors
Soft Costs (7)	\$50,000 - \$150,000	<u>\$215,000</u>	As arranged	As incurred	Vendors and third parties
Equipment (8)	\$300,000 \$500,000 <u>50,000</u>	<u>\$540,000</u>	As arranged	As incurred	Vendors, HR
Signage (9)	\$75,000 \$150,000 <u>0,000</u>	<u>\$95,000</u>	As arranged	As incurred	Vendors and third parties

Type of Expenditure	<u>Low Amount</u>	<u>High Amount</u>	Method of Payment (2)	When Due <u>Due</u>	To Whom Payment Is To Be Made
Point of Sale System (8)	\$45,000 \$65,000	<u>\$72,000</u>	As arranged	As incurred	Vendors, CKR
Total Build-Out Costs	\$1,070,000 -1,130,000	\$2,915,000 2,207,395			
Preliminary Operating Expenses:					
Initial Training (10)	\$20,000 - \$60,000	<u>\$60,000</u>	As arranged	As incurred	Third parties
Pre-Opening Costs (11)	\$8,000 - \$23,000	<u>\$23,000</u>	As arranged	As incurred	Vendors, HR
Additional Funds - 3 months (12)	\$160,000 - \$250,000	<u>\$250,000</u>	As arranged	As incurred	Vendors, HR
Total Preliminary Operating Expenses	\$188,000 -	\$333,000			
TOTAL ESTIMATED INITIAL INVESTMENT (13) (14)	\$1,303,000 -1,375,000	\$3,436,000 (does not include real estate costs) 2,637,395			

NOTES

- (1) This table reflects a low-high range of costs for each of the major cost categories of the initial investment. The costs and expenditures listed are for a new Franchised Restaurant. ~~Since neither HR or most of its franchisees have built a new Franchised Restaurant in the last three years due to the pandemic, these costs and expenditures are estimates~~ operated from a Traditional Location in a freestanding building that is approximately 2,200 square feet with twenty-four (24) seats, a drive thru, and full menu kitchen. The ranges listed are our best information to date but may vary depending on changes in market conditions, including availability of building materials, and the geographic area in which the Franchised Restaurant will be located.
- (2) Costs paid to HR are not refundable. Whether any costs paid to third parties are refundable will vary based on the practice in the area where your Franchised Restaurant is located.
- (3) For your first 2 Franchised Restaurants, you are required to have an All-Star Team, a certified training team, participate in the pre-opening and post-opening of the Franchised Restaurants. You will be responsible to pay us the Opening Training Support Fee, which will reimburse us for the All-Star Team's trainers' salaries, administrative fees, travel, lodging and meal expenses for the time they teach and train at your Franchised Restaurants, which is usually four days before opening and a minimum of seven days after opening, for a total of up to two weeks.
- (4) We expect that you will buy or lease unimproved property and construct the Franchised Restaurant. Typically, ~~30,000 to 42,000~~ 22,000 to 43,000 square feet of land is needed for the Franchised Restaurant and adjacent parking facilities. If there are governmental requirements relating to site retention, increased drive through stacking or excessive landscape buffering, you may need to increase the size of the parcel required to accommodate our prototype building with adequate parking. Local building codes also may require that the Franchised Restaurant be placed on a larger

lot. The cost of commercial land, whether you lease or buy, may vary considerably depending upon the location and conditions affecting the market for commercial property. The purchase of unimproved property of the size required may range from \$650,000 to \$1,100,000 or more. The rent for unimproved property may range from \$4,000 to \$15,000 or more per month. You may be required to pay the first and last months' lease payments upon signing your lease agreement.

Lease payments made by you to third party lessors may vary greatly depending on the property size, type of transaction and location. Lease agreements for the land may include the following expenses: taxes, insurance, maintenance, fixed rent (with escalations), percentage rent, and other charges related to the operation of the Franchised Restaurant.

- (5) These figures are for a free-standing building and include site preparation for the building only. HVAC installation only is included in the building cost. These figures do not include the extra cost for the addition of a cash window in conjunction with a single or double drive-thru lane, which would add from \$65,000 to \$115,000 in costs.
- (6) Site improvement costs include all required work to provide fill and compaction, curb cuts, parking lot, curbs and gutters, sidewalks, drive-thru lanes, landscaping and irrigation, site electrical and lighting, grease interceptor and utility runs. See Note 7 below regarding off-site costs.
- (7) You should check with the relevant regulatory agencies to identify costs for required building permits, impact fees, taxes, bonds, licenses and other fees, which can vary dramatically depending on the location. There may also be off-site costs, such as intersection improvements or street widening that, when required, can have a major impact on cost.
- (8) You must purchase certain items of furniture, fixtures and equipment, the point of sale system, and smallwares. You may be able to lease from or finance through a third party a portion of these purchases, but you should expect to make a down-payment of up to 25%. The high end of these figures also includes the cost of a catalytic converter for the charbroiler. If required, the cost of the catalytic converter is approximately \$1,558.
- (9) The type of signage installed is governed by local ordinances regarding height and size restrictions. The typical sign package includes exterior building signs and a 25-foot pole or monument sign. A typical unit with a drive-thru has 2-4 illuminated directional signs.
- (10) You must pay the costs of travel, living and other expenses for you and your employees during training. The cost of these expenses will depend on the distance you must travel, type of accommodations, the number of your employees attending training and their wages.
- (11) These costs include uniforms, office supplies and other prepaid expenses. This range also includes, for a Hardee's Restaurant, \$18,000 to \$21,000 for the initial inventory of food and paper products. These costs do not include utility deposits, installation of telephones, business licenses or cleaning supplies, which are not substantial.
- (12) These figures are an estimate of your operating expenses for the initial 3 months of business. They include payroll, taxes, insurance, food, paper, supplies, utilities, licenses and permits, bank charges and repair and maintenance expenses. They do not include advertising contributions or royalty fees paid to HR. These figures are estimates, and HR cannot guarantee that you will not incur additional expenses in connection with starting the business. Your costs will depend on factors including: the size of your Franchised Restaurant; how closely you follow HR's methods and procedures; your management skill, experience and business acumen; financing costs; local economic conditions;

the local market for restaurants; the prevailing wage rate; competition; and the sales level reached during the initial period.

- (13) You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer any direct financing for any part of the initial investment.
- (14) If you are purchasing an existing company-operated Restaurant, the estimated initial investment (excluding the purchase price) will be lower than the applicable estimated initial investment detailed above since there will be no costs associated with initial building and site improvement and equipment and signage. You will, however, likely incur costs for business licenses, utility deposits, insurance, and, depending on the condition of the Restaurant and the equipment included in the purchase, you may incur additional costs in connection with, among other things, remodeling the Restaurant or repairs to the Restaurant. These costs will vary by city and by restaurant.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Where we have issued standards and specifications, you must use only ingredients, food products, spices, seasonings, mixes, beverages, materials, supplies used in the preparation of food products, furniture, fixtures, equipment, smallwares, forms, paper and plastic products and packaging, cleaning supplies, and other materials that meet those standards and specifications. Our standards and specifications are contained in the Operation Procedures Manual (“OPM”). Periodically, we will provide you a list of approved suppliers. Most food items and other goods that you are required to purchase will be purchased from a master distributor. The master distributor will carry items such as meats, cheese, grocery, bread products, paper and cleaning supplies. As of the date of this Disclosure Document, our master distributor is McLane Company, Inc. We reserve the right to change the master distributors. Other master distributors may be approved from time to time.

You must purchase improvements, inventory, advertising materials and other products and materials required for the operation of your Franchised Restaurant solely from approved suppliers that demonstrate, to our continuing reasonable satisfaction: the ability to meet our reasonable standards and specifications for these items; possess adequate quality controls and capacity to supply your needs promptly and reliably; and have been approved in writing by us and not later disapproved. We may establish commissaries and distribution facilities owned and operated by us or an affiliate that we will designate as an approved supplier. Although you are not required to lease a location from us or an affiliate, we must consent to your selection of the site for your Hardee’s Restaurant. If you lease the Restaurant premises from a third party landlord, you must sign the Franchise Lease Addendum attached as Appendix G to the Franchise Agreement.

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

We may receive fees, commissions, field-of-use license royalties or other consideration from approved suppliers based on sales to franchisees, and we may charge non-approved suppliers reasonable testing and/or inspection fees.

If you desire to purchase any items from an unapproved supplier, you must submit a written request for our approval of the supplier or you must request that the supplier do so. HR’s approval will not be unreasonably withheld. Approval of a supplier, however, may be conditioned on requirements relating to the frequency of delivery, reporting capabilities, standards of service, including prompt attention to

complaints, sanitation standards, insurance and other quality assurance requirements or other criteria (including the number of suppliers already approved), and concentration of purchases, and may be temporary pending a further evaluation of the supplier by HR. We have the right to require that our representative be permitted to inspect the supplier's facilities and that samples from the supplier be delivered, at our option, either to us or to an independent, certified laboratory designated by us for testing. A fee not to exceed the reasonable cost of the inspection and the actual cost of the test may be charged by us or by an independent testing laboratory designated by us and must be paid for by you. We will notify you within 60 days as to whether you are authorized to purchase these products from that supplier. In the event we tentatively approve a request for an alternative supplier, you must submit a check for \$1,500 to us as a deposit against the cost we incur in inspecting the supplier's facility. You will be responsible for additional costs and expenses associated with the inspection of the facility, which must occur before final approval. Approval of a supplier also may be subject to the frequency of delivery, reporting capabilities, standards of service (including prompt attention to complaints) or other criteria (including the number of suppliers already approved), and may be temporary pending further evaluation of such supplier. We may periodically require that the testing be performed again at your expense to ensure that the supplier continues to meet our specifications. We will advise you in writing if we revoke any approvals.

You also must obtain and install the data processing equipment, computer hardware, required dedicated telephone and power lines, modems, printers and other computer-related accessory or peripheral equipment necessary to permit us to receive from you, within the required time periods, that information and in that format/medium that we reasonably specify and require ("Computer/POS System") as further explained in Item 11. Current approved vendors for technology components of the Computer/POS System are PAR Tech, Inc., CrunchTime, QSR Automations, Xenial Xpient (~~4.0~~5.0 or higher) and Meracki. Currently, you must use either the PAR Brink (and CrunchTime) POS software or the Xenial Xpient (~~4.0~~5.0 or higher) POS software in operating your Franchised Restaurant. You must determine the hardware and software that you must install or purchase, and other activities that it must accomplish, to communicate that information to and with us. To ensure full operational efficiency and communication capability between our computers and those of all Hardee's Restaurants, you must, at your expense, keep your computer system in good maintenance and repair, make additions, changes, modifications, substitutions and replacements to your computer hardware, software, telephone and power lines and other computer-related facilities as may be necessary to accomplish the same. Except as described in Items 6 and 11, currently, there are no payments to be made to us in connection with these items. In addition, you must comply with Point to Point Credit Encryption Standards ("P2PE") and the Payment Card Industry Data Security Standard ("PCI DSS") at all times and engage any vendor that we designate to ensure the security of your data and compliance with P2PE and PCI DSS. You must maintain continuous PCI compliance and must attest this to us annually by providing us with a completed and signed PCI Attestation of Compliance.

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

We negotiate system-wide contracts with a number of suppliers under which Hardee's Restaurants may purchase products at negotiated prices and terms. Franchisees are entitled to purchase products at the

prices and terms negotiated by us; however, we reserve the right to limit the number of suppliers who deliver the products at those prices and terms. With respect to equipment, smallwares and supplies, to obtain the negotiated price and to be eligible for certain revenue sharing incentives, you must purchase the equipment, smallwares and supplies from our third-party vendor Wasserstrom Holdings, Inc. and its subsidiaries (“Wasserstrom”). There currently are no purchasing or distribution cooperatives. We do not provide material benefits to a franchisee based on the franchisee’s purchase of particular products or services or the use of particular suppliers.

With respect to equipment you purchase for the Franchised Restaurant at our direction to offer a new menu item, if HR requires that you remove a piece of equipment less than 5 years after its installation, you will receive from HR a credit against the purchase price of the piece of equipment purchased from Wasserstrom that replaces the piece of equipment being removed or, if you are not required to replace the piece of equipment, a credit against another piece of equipment to be purchased by you from Wasserstrom. The amount of the credit will be equal to your undepreciated book value for the piece of equipment (based on a 5-year straight line depreciation) at the later of the time HR requires you to remove that piece of equipment or the date that piece of equipment is removed.

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

Occasionally, during major promotions, suppliers will sell items to us at a discount. At our discretion, we will either pass the savings directly to you or contribute any amounts collected in excess of the discount to HNAF (*see* Item 11). Currently, certain of our soft drink suppliers offer rebates to both you and us based on volume purchases.

During our fiscal year ended January ~~3029~~, ~~2023~~2024, the following suppliers made contributions to HNAF: Door Dash (~~\$222,000~~94,300); KDM (\$55,210); ~~CMD~~ (~~-\$169,000~~)39,703); Dr. Pepper (~~\$360,460~~629,000); and Coca-Cola (\$~~1,018,933~~443,174). The funds contributed were used primarily to offset the cost of point of purchase and other advertising production costs.

You must, at your sole expense, maintain in full force and effect throughout the term of each agreement that insurance that you determine is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Restaurant, which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by us. (Franchise Agreement, § 15.B.; Development Agreement, § 6.B.). We may regulate the types, amounts, terms and conditions of insurance coverage required for the Franchised Restaurant, and standards for underwriters of policies providing required insurance coverage. You will receive written notice of these modifications and must take prompt action to comply. We, and any entity with an insurable interest designated by us, shall be an additional insured in such liability policies, except for workers’ compensation/employer’s liability, and loss payee for property to the extent each has an insurable interest. All insurance policies must be written by an insurance company (or companies) satisfactory to us in compliance with the standards, specifications, coverages and limits set forth in the OPM or otherwise provided to you in writing.

These required insurance policies include, at a minimum, the following: (1) Commercial General Liability insurance with policy limits not less than \$5,000,000 per occurrence and in the aggregate. Coverage shall apply per location, including coverage for contractual liability, broad form property damage,

personal and advertising injury, product liability and completed operations, not to exclude food-borne illness, as well as Damage to Rented Premises coverage with limits not less than \$100,000. (2) Automobile Liability coverage, including owned, leased, non-owned and hired vehicles, with a combined single limit not less than \$1,000,000 per accident and additional liability coverage as needed for delivery services. This may be included as part of a package policy; (3) Workers' Compensation, statutory as required by law, and Employer's Liability insurance with limits not less than \$500,000, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated. This coverage shall also be in effect for all of Franchisee's employees who participate in any of the training programs described in the Franchise Agreement. The required limits above may be satisfied through a combination of Primary and Umbrella/Excess Liability coverage. If satisfied through an Umbrella/Excess Liability coverage, the Umbrella/Excess Liability must be "following form" of the underlying Commercial General Liability, Automobile Liability and Employer's Liability coverages; (4) Commercial Property insurance that extends coverage on a replacement cost basis for the Franchised Restaurant, business personal property (including electronic equipment, tenant improvements & betterments), and business income and extra expense for a minimum of 12 months or actual loss sustained to cover loss of profits, continuing expenses and loss of rents. Covered causes of loss should be "Special Form" or "All Risk" with coinsurance conditions not less than 80%. Flood insurance is also required for locations that reside in FEMA Flood Zones beginning with the letters "A" or "V." Earthquake insurance is also required for locations that reside in FEMA Seismic Design Categories "E" or "D"; (5) Cyber Liability (network security/data privacy) with policy limits not less than \$1,000,000 per occurrence; and (6) In connection with any construction, leasehold improvements, renovation, refurbishment, or remodeling of the Franchised Restaurant, your general contractor shall maintain Commercial General Liability insurance (with products liability and independent contractors coverage), Automobile Liability coverage for ~~both~~ owned, leased, hired and non-owned vehicles, and Builder's Risk with limits no less than \$1,000,000, with HR named as an additional insured, as well as Workers' Compensation and Employer's Liability as required by state law.

~~In addition, if you sign the Co-Brand Location Addendum and you serve alcoholic beverages at the facility that includes the Franchised Restaurant, you must maintain Dram Shop coverage and Liquor Liability coverage for bodily injury and property damage with limits of at least \$1,000,000.~~

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise and Development Agreements. It will help you find more detailed information about your obligations in these agreements and in other Items of this disclosure document.

Obligation		Section in Franchise Agreement (FA) and Development Agreement (DA)	Disclosure Document Item
a.	Site selection and acquisition/lease	FA: Section 3 DA: Sections 3-5	Items 7 & 11
b.	Pre-opening purchases/leases	FA: Sections 3-5 DA: Section 3-6	Items 7 & 8
c.	Site development and other pre-opening requirements	FA: Sections 3 - 7 DA: Sections 3 & 5-6	Items 6, 7 & 11
d.	Initial and ongoing training	FA: Section 11 DA: Section 5	Items 5, 6, 7 & 11

Obligation		Section in Franchise Agreement (FA) and Development Agreement (DA)	Disclosure Document Item
e.	Opening	FA: Section 5 DA: Not Applicable	Item 11
f.	Fees	FA: Sections 3, 5, 8 & Appendix A-C DA: Section 4	Items 5 & 6
g.	Compliance with standards and policies/Operating Manual	FA: Sections 7, 9 & 13 DA: Section 6	Items 8 & 11
h.	Trademarks and proprietary information	FA: Section 14 DA: Not Applicable	Items 13 & 14
i.	Restrictions on products/services offered	FA: Section 13 DA: Not Applicable	Item 16
j.	Warranty and customer service requirements	FA: Section 13 DA: Not Applicable	Item 11
k.	Territorial development and sales quotas	FA: Not Applicable DA: Sections 1-3 & Appendix A-B	Item 12
l.	Ongoing product/service purchases	FA: Section 13.B. DA: Not Applicable	Item 8
m.	Maintenance, appearance and remodeling requirements	FA: Sections 4 & 10 DA: Not Applicable	Item 11
n.	Insurance	FA: Section 15 DA: Section 7	Items 6, 7 & 8
o.	Advertising	FA: Section 8 & Appendix C DA: Not Applicable	Items 6 & 11
p.	Indemnification	FA: Section 24 DA: Section 16	Item 6
q.	Owner's participation/management/staffing	FA: Sections 13.G & 16.G & 16.H DA: Section 8	Items 11 & 15
r.	Records and reports	FA: Section 7 DA: Not Applicable	Item 6
s.	Inspections and audits	FA: Sections 4, 7.F & 12.D DA: Not Applicable	Items 6 & 11
t.	Transfer	FA: Sections 17 & 18 DA: Sections 9 & 10	Items 6 & 17
u.	Renewal	FA: Section 2 DA: Not Applicable	Items 6 & 17
v.	Post-termination obligations	FA: Section 21 DA: Section 14	Item 17
w.	Noncompetition covenants	FA: Section 19 DA: Section 12	Item 17
x.	Dispute resolution	FA: Section 29 DA: Section 22	Item 17

ITEM 10
FINANCING

Neither we nor any of our agents or affiliates offer direct or indirect financing to you or guarantee any of your notes, leases or obligations. If you are purchasing one or more company-operated Restaurants, we will issue a Sublease for each site leased by us. The Sublease is a standard commercial lease under which you pay rent to us for use of the premises. The Sublease does not contain any financing terms. At the time of the closing of the transaction, you and we will execute, among other things and if appropriate, a Sublease for each Restaurant you purchase, the general form of which is attached as Exhibit [PO](#).

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

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

HR's Pre-Opening Obligations

Before you open your Franchised Restaurant, we will:

1. Provide you with the following site selection assistance: **(a)** HR's site selection guidelines and, as you may request, a reasonable amount of consultation with respect to site selection; and **(b)** on-site evaluation that we may deem advisable as part of our evaluation of your request for site acceptance. (Development Agreement, § 5.B.)
2. We will advise you in writing, within 30 days after our receipt of all information that we require to review the proposed site, whether we have accepted a particular site; however, we have no obligation to review any development proposal if you or your affiliates are not in full compliance with all agreements with us or our affiliates. If we do not respond within 30 days, we will be deemed not to have accepted the site. (Development Agreement, § 5.D.)
3. Loan you a copy of, or provide you electronic access to, the OPM, which contains information and knowledge that is unique, necessary and material to the Hardee's System. The OPM remains our property. We may revise the contents of the OPM, and you agree to comply with each new or changed section. (Franchise Agreement, § 9). The Table of Contents of the OPM as of the date of this Disclosure Document is attached as Exhibit [GF](#). As of that date, the OPM contained approximately 224 pages.
4. Provide our FMTP to up to 8 individuals. The details of the FMTP are described later in this Item. (Franchise Agreement, § 11.A)
5. Provide you with consultation and advice with regard to construction or renovation and operation of the Franchised Restaurant, building layout, furnishings, fixtures and equipment plans and specifications, employee selection and training, purchasing and inventory control and those other matters as we deem appropriate at no additional cost. (Franchise Agreement, § 12.A.)
6. Furnish you with prototypical plans and specifications for a Franchised Restaurant, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, storefront and color scheme. It will be your responsibility to have prepared all required construction plans and specifications to suit the shape and dimensions of the Franchised Location,

and you must ensure that these plans and specifications comply with applicable ordinances, building codes and permit requirements and with lease requirements and restrictions. You must use only registered architects, registered engineers and professional and licensed contractors. We will review your proposed construction plans for the proposed Hardee's Restaurant and notify you within 30 days (or such longer period as we require) after we receive the plans whether the plans are approved. (Franchise Agreement § 4.A.)

7. Provide you with a final inspection of the Franchised Restaurant, if we choose to conduct one, and provide you with express written authorization to open the Franchised Restaurant if you have complied with all conditions. (Franchise Agreement, § 5.J.)
8. Provide you with assistance, upon your request, or at our discretion, in opening the Franchised Restaurant and in training your employees as we deem appropriate in light of your needs and the availability of our personnel. We have the right to charge you a fee for the opening training support team, depending on the level of support needed to open the Franchised Restaurant (as determined by us). (Franchise Agreement, § 11.A. & .B.)

HR's Obligations During Operation of the Franchise

During the operation of your Franchised Restaurant, we will:

1. Collect, administer and spend for advertising and promotion purposes monies paid by franchised and company-operated Hardee's Restaurants into HNAF and the RB Production Fund and any RB Advertising Funds, if applicable. (Franchise Agreement, § 8.B.)
2. Provide you with guidelines for local advertising and promotion periodically. You must submit to us for our approval any local advertising and promotional materials purchased from a source other than us. We will be deemed to have approved these advertising materials if we do not otherwise advise you within 15 days after our receipt of the materials. (Franchise Agreement, § 8.D.)
3. We may change or modify the Hardee's System, including modifications to the OPM, the menu and menu formats, the required equipment, the signage, the building and premises of Franchised Restaurants (including the trade dress, décor and color schemes), the presentation of the Proprietary Marks, the adoption of new administrative forms and means of reporting and of payment of any monies owed to HR (including electronic means of reporting and payment) and the adoption and use of new or modified Proprietary Marks or copyrighted materials. (Franchise Agreement, § 10.A.)
4. Provide other training to you, if we decide to offer any other training. We reserve the right to require you to pay a tuition fee for these additional training programs, and you will be required to pay all travel, living and other expenses incurred by you and your employees while attending the training. (Franchise Agreement, § 11.B.)
5. Provide periodic advice and consultation to you in connection with the operation of the Franchised Restaurant as we deem appropriate or necessary. We will provide to you our knowledge and expertise regarding the Hardee's System, pertinent new developments, techniques and improvements in the areas of restaurant design, management, food and beverage preparation, sales promotion, service concepts and other areas. We may provide these services through visits by our representatives to the Franchised Restaurant or your offices, the distribution of printed or filmed material, meetings or seminars, telephone communications and other communications. (Franchise Agreement, § 12.C.)

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

Advertising

We have established, and will maintain and administer, HNAF for the creation and development of advertising, marketing and public relations, research and related [programs, gift card and loyalty](#) programs, activities and materials that we, in our reasonable discretion, deem appropriate. During the term of the Franchise Agreement, you will have a monthly advertising and promotion obligation (“APO”) in the amount set forth in an appendix to the Franchise Agreement. You will pay that portion of the APO as we direct (which, as of the date of this disclosure document, is 4.25% of Hardee’s Gross Sales) to HNAF as described in the next paragraph. HNAF contributions are due on the ~~first~~[tenth](#) day of each month. The remainder of the APO is paid to a Regional Co-op and/or will be spent by you for LSM. There is no franchisee advertising council that advises HR on advertising policy. Hardee’s Restaurants operated by us contribute to HNAF on the same basis as comparable franchisees. Vendors and other suppliers also may contribute to HNAF.

We or our designee direct all advertising, marketing and public relations programs and activities financed by HNAF with reasonable discretion over the creative concepts, materials and endorsements used in those programs and activities and the geographic, market and media placement and allocation of advertising and marketing materials. We usually work with an advertising agency in developing advertising for print, radio, Internet and television [and leverage internal and contract creative services](#).

During our last fiscal year ended January ~~3029~~, ~~2023~~[2024](#), HNAF monies were spent as follows: approximately ~~7677~~% on media and public relations; approximately ~~65~~% on television, radio, outdoor and print production; approximately 1% on point of purchase items, artwork and packaging; approximately 1% on research and development; approximately ~~23~~% digital creative production; and ~~1413~~% on other (which includes agencies fees, contract services, administration expenses and other miscellaneous advertising production expenses). No funds were used to solicit franchisees.

We also have the right to establish a Regional Co-op in the DMA in which your Franchised Restaurant is located. Hardee’s Restaurants operated by us in an area covered by a Regional Co-op will contribute on the same basis as comparable franchisees. Only company-operated and franchised Hardee’s Restaurants located in the DMA covered by a Regional Co-op contribute to the Regional Co-op. If your Franchised Restaurant is in an area covered by a Regional Co-op, currently, you are required to contribute a minimum of 0.5% of Hardee’s Gross Sales to the Regional Co-op; however, the Regional Co-op can vote to increase each member’s contribution.

HR or its designee will administer HNAF. HR has the right to terminate HNAF and establish, if HR so elects, a different advertising fund. HR also has the right to terminate (and subsequently restart) any Regional Co-op. HR may incorporate any fund and, with respect to HNAF, HR may have a separate entity manage the fund. Unaudited reports of the operations of HNAF and the Regional Co-ops are prepared annually and are available to you upon written request.

You must spend for approved LSM, on a monthly basis, the difference between your APO and the amount you contribute to HNAF and the Regional Co-op. You may develop advertising materials or purchase advertising materials from sources other than HR or its affiliates for your own local use; however, we must approve these advertising materials before first use. [These advertising materials should be submitted to HR for review and approval at least 30 days in advance of first use.](#) You must pay 100% of the cost of the point of purchase advertising materials that we require you to purchase from our designated vendor. In fiscal year ended January ~~3029~~, ~~2023~~[2024](#), HNAF funded certain point of sale kits for both

franchised and company-operated Hardee's Restaurants. ~~If you sign the Co-Brand Location Addendum, you may jointly advertise the Franchised Restaurant with your other businesses at your facility; however, you may apply only a proportionate amount of the cost of the joint advertising to your LSM obligation.~~ HR or its designee periodically will advise you of the advertising and sales promotions approved by HR.

Local advertising and promotion materials may be purchased from any HR-approved source. If purchased from a source other than HR or its affiliates, these materials must comply with federal and local laws and regulations and with the guidelines for advertising and promotions promulgated from time to time by HR or its designee and must be submitted to HR or its designee at least 30 days prior to first use for approval, which HR may grant or withhold in its sole discretion. In no event may your advertising contain any statement or material which, in the sole discretion of HR, may be considered: **(1)** in bad taste or offensive to the public or to any group of persons; **(2)** defamatory of any person or an attack on any competitor; **(3)** to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or **(4)** inconsistent with the public image of HR or the System.

We have the right, following written notice to you, to reallocate the APO and to increase the APO; however, we will not increase the APO by more than ½% of Gross Sales in any 12-month period. In addition, we may not increase the APO above 7% of Gross Sales; however, this limitation does not prevent the Franchised Restaurant's Regional Co-op from requiring a contribution, that when added to your HNAF contribution, results in a total APO in excess of 7% of Gross Sales.

In spending advertising monies, HR is not obligated to make expenditures for any franchisee that are equivalent or proportionate to that franchisee's contribution or to ensure that any particular franchisee benefits directly or on a pro rata basis from expenditure of the funds.

Generally, HR believes that it will spend all advertising payments during the taxable year in which the contribution and earnings are received. If we do not spend the advertising payments in one year, we will spend them in the following year. Except with respect to administrative and legal expenses, neither HR nor any affiliate receives payment for providing goods or services to advertising funds or regional co-ops.

Electronic Cash Register/Point of Sale System

A Hardee's Restaurant typically requires a Computer/POS System consisting of 4 POS terminals and 6 kitchen display monitors. You must purchase or lease PAR ES600, ~~or~~ PAR ES8500, ~~or~~ ~~Auras J1900~~ terminals. These systems record customer transactions and collect and generate gross sales reports (including sales by categories) for the Franchised Restaurant. In addition, (i) you must purchase or lease Brink Kitchen Display Systems and a back-office workstation as recommended by the software provider, and (ii) you must meet our required connectivity standards (currently, (a) Cisco Meraki Firewall/Router with Advanced Security License, (b) Cisco Meraki Wireless Access Point(s), Cisco Meraki 48 port switch, (c) highly reliable internet with auto-failover to LTE backup, and (d) Wi-Fi for guests (if Internet speeds are fast enough to support it) and back of house operations. The hardware for the connectivity currently includes security appliance – Meraki MX68 with Advanced Security License, Wireless Access Points – Meraki MR33, and managed switch – Meraki MS120. You are required to upgrade or update these systems and add or replace components during the term of the Franchise Agreement, and there is no contractual limitation on the frequency or cost of the obligation.

You also must use an approved software program for the Computer/POS System. You must choose either PAR Brink or Xenial Xpient (~~4.0~~5.0 or higher) for your Computer/POS System. The cost of PAR Brink includes an initial setup fee of \$2,200 per Franchised Restaurant and \$576 annual license fee per Franchised Restaurant which will cover 4 terminals and 6 KDS systems, both fees payable directly to the

third-party vendor. You may add additional terminals or KDS systems for \$7 per month for each additional service. If you choose PAR Brink, you must also use CrunchTime as your back-office software solution. If you choose to use PAR Brink, you may sign a Software Support Agreement with CKR (the current form is attached as Exhibit ~~FE~~-1) and pay to CKR a software support fee of \$118 for each Franchised Restaurant for each fiscal period (as defined by CKR) which will give you access to CKR's Level 1 and Level 2 Help Desk Support and also pay to CrunchTime \$825 per Franchised Restaurant bi-annually (every 26 week accounting period) for swivel seat support which includes hardware and network issues, phone and internet issues and access to CrunchTime back-office software solution. If you obtain support for PAR Brink/CrunchTime from a third party, we estimate the cost to be on average \$125 per month. In addition, for PAR Brink, you must enter into a written agreement with Par Tech, Inc. ("Par Tech"), Lucas POS Systems, or POS Technical to provide on-site support. Par Tech, Lucas POS Systems, or POS Technical will bill you directly for these services. If you choose Xenial Xpient IRIS ~~4.0~~5.0 (or higher) as your POS software, you will need to obtain a license directly from Xenial and on-site support from a vendor approved by Xenial. The purchase price of the required hardware, software and support ranges from approximately \$35,000 to \$45,000, depending on the vendor selected.

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

You must participate in any online ordering and delivery programs that we may establish with approved supplier(s) (currently Uber Eats, Door Dash, and GrubHub) and you must comply with any participation criteria and other rules applicable to such programs. You must also participate in our loyalty and gift card programs and any other marketing and promotional initiatives that we may from time to time establish with approved vendors and comply with any participation criteria and other rules applicable to such programs. We have the right to modify the participation criteria or discontinue such initiatives at any time upon written notice to you. We will provide you access to the online ordering/delivery and loyalty program software and technology (which currently includes OLO, Data Menu Management, Punchh Loyalty, Data Management (customer data processing) and Future (enterprise data management and content management system) and you must pay us the Digital Tech Fee identified in Item 6 (currently ~~\$80~~120 per 4-week fiscal period). You must execute the OLO Authorized Operator Agreement (current form is attached as Exhibit ~~FE~~-3) and we may require you to execute additional or different software agreements regarding your use of such technology in the future. (Franchise Agreement, Section 10.D and Appendix A).

Selecting the Location for Your Franchised Restaurant

We do not select the site for your Franchised Restaurant. You select the site for your Franchised Restaurant, subject to our acceptance. As noted in Item 1, you should not acquire any interest in a site for your Franchised Restaurant until we have accepted the site in writing. We generally do not own the Franchised Restaurant premises and lease them to franchisees.

For each proposed site for a Franchised Restaurant, you will, if requested by us, submit a Franchise Site Application to us. In addition, you may have to submit a complete real estate package (containing that information as we may reasonably require) for a proposed site that you reasonably believe conforms to our then-current site selection criteria for demographic characteristics, traffic patterns, parking, character of the neighborhood, competition from other businesses in the area, the proximity to other businesses (including restaurants operated or franchised by HR or its affiliates), the nature of other businesses in proximity to the site and other commercial characteristics (including the purchase price, rental obligations and other lease

terms for the proposed site) and the size, appearance, other physical characteristics and a site plan of the premises.

You also must furnish us with financial statements and other information regarding you and the development and operation of the proposed Franchised Restaurant, including investment and financing plans for the proposed Franchised Restaurant, as we reasonably may require.

Within 30 days after our receipt of all information that we require to review a proposed site, we will advise you in writing whether we have accepted a particular site; however, HR has no obligation to review any development proposal if you or your affiliates are not in full compliance with all agreements with HR or its affiliates. If we do not respond within that time period, we will be deemed not to have accepted the site. Our acceptance or refusal to accept a site may be subject to reasonable conditions as determined in our sole discretion.

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

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

Time Between Agreement Signing and Opening

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

Training

We currently provide the FMTP to you, your Operating Principal (if not previously trained), your General Manager and 6 other employees whom you have hired as Shift Leaders, at no additional cost to you, provided that the training takes place within 2 years of your signing the Franchise Agreement. We reserve, however, the right to modify or waive the training required based on an individual's or your experience. We will provide the FMTP at those times and places designated by us. As described in Item 5, a Training Fee is charged to provide the FMTP to additional individuals. The FMTP will include classroom instruction and training at our designated training facilities in Franklin, Tennessee, in-restaurant training at a Hardee's Restaurant designated by us and online training.

In addition, we also provide you electronic access to our E-Learning management system called Star University. Star University is a web-based personal learning and training environment for the administration, tracking and reporting of learning programs. Currently, the fee associated with the use of this program is \$14 per fiscal period (as defined by us, currently a 4-week accounting period), but we reserve the right to increase the fee in the future. In addition, you will be required to sign the Star University License Agreement (the current form is attached as Exhibit FE-2). The fee is paid to us but we pass this entire fee to a third-party vendor to help facilitate the training environment. The use of Star University requires certain high-speed internet and hardware and such costs will be solely your responsibility. Star University is a required training tool for your Franchised Restaurant. You will be required to pay all travel, living and other expenses incurred by you and your employees while attending the training programs. We reserve the right to dismiss from the FMTP any person whom we do not believe will perform acceptably in the position for which they have been hired by you and you will provide a qualified replacement within one month of that dismissal.

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

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

TRAINING PROGRAM

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

**HARDEE'S RESTAURANT
FMTP**

General Manager Training:

Subject (1)(2)	Hours of Classroom Training	Hours of On The Job Training	Location
Day 1: Orientation	n/a	8 hrs	Designated Training Facility
Day 2: Who We are a Brand	n/a	8 hrs	Designated Training Facility
Day 3: What's Important to Guests	n/a	8 hrs	Designated Training Facility

Subject (1)(2)	Hours of Classroom Training	Hours of On The Job Training	Location
Day 4: Operation QSC & Pathing	n/a	8 hrs	Designated Training Facility
Day 5: Sales Retention & Forecasting	n/a	8 hrs	Designated Training Facility
Week 1: Skill Evaluation	n/a	1 hrs	Designated Training Facility
Day 6: Selecting & Recruiting	n/a	8 hrs	Designated Training Facility
Day 7: Interviewing & Hiring	n/a	8 hrs	Designated Training Facility
Day 8: Onboarding & Orientation	n/a	8 hrs	Designated Training Facility
Day 9: Training	n/a	8 hrs	Designated Training Facility
Day 10: Effective Coaching & Delegation	n/a	8 hrs	Designated Training Facility
Week 2: Skill Evaluation	n/a	1 hrs	Designated Training Facility
Day 11: Forecasting Labor	n/a	8 hrs	Designated Training Facility
Day 12: Creating a Base Schedule	n/a	8 hrs	Designated Training Facility
Day 13: Adjustments	n/a	8 hrs	Designated Training Facility
Day 14: Labor Scheduling System	n/a	8 hrs	Designated Training Facility
Day 15: Analyzing Weekly Schedules	n/a	8 hrs	Designated Training Facility
Week 3: Skill Evaluation	n/a	1 hrs	Designated Training Facility
Day 16: Flow of Food Basics	n/a	8 hrs	Designated Training Facility
Day 17: Learning Inventory Systems	n/a	8 hrs	Designated Training Facility
Day 18: Creating a Built To	n/a	8 hrs	Designated Training Facility
Day 19: Receiving & Storage	n/a	8 hrs	Designated Training Facility
Day 20: Analyzing Shift & Daily Control	n/a	8 hrs	Designated Training Facility
Week 4: Skill Evaluation	n/a	1 hrs	Designated Training Facility
Day 21: Labor Utilization	n/a	8 hrs	Designated Training Facility
Day 22: Communication & Listening	n/a	8 hrs	Designated Training Facility
Day 23: Managing Conflict	n/a	8 hrs	Designated Training Facility
Day 24: Discipline Management	n/a	8 hrs	Designated Training Facility
Day 25: Creating a Positive Work Environment	n/a	8 hrs	Designated Training Facility
Week 5: Skill Evaluation	n/a	1 hrs	Designated Training Facility
Day 26: Creating a Prep Chart	n/a	8 hrs	Designated Training Facility
Day 27: Cooking, Holding & Serving	n/a	8 hrs	Designated Training Facility

Subject (1)(2)	Hours of Classroom Training	Hours of On The Job Training	Location
Day 28: Waste, Transfer, & Vendor Invoices	n/a	8 hrs	Designated Training Facility
Day 29: Quality Assurance	n/a	8 hrs	Designated Training Facility
Day 30: Analyzing Weekly Food Cost	n/a	8 hrs	Designated Training Facility
Week 6: Skill Evaluation	n/a	1 hrs	Designated Training Facility
Day 31: Facilities	n/a	8 hrs	Designated Training Facility
Day 32: Equipment	n/a	8 hrs	Designated Training Facility
Day 33: Loss Prevention	n/a	8 hrs	Designated Training Facility
Day 34: Marketing	n/a	8 hrs	Designated Training Facility
Day 35: Financials	n/a	8 hrs	Designated Training Facility
Week 7: Skill Evaluation	n/a	1 hrs	Designated Training Facility
Day 36: Taking over your Assigned Restaurant	n/a	8 hrs	Designated Training Facility
Day 37: People	n/a	8 hrs	Designated Training Facility
Day 38: Learn your Systems	n/a	8 hrs	Designated Training Facility
Day 39: Planning Part 1	n/a	8 hrs	Designated Training Facility
Day 40: Planning Part 2	n/a	8 hrs	Designated Training Facility
Week 8: Skill Evaluation	n/a	1 hr	Designated Training Facility

Shift Leader and General Manager Training:

Subject (1)(2)	Hours of Classroom Training	Hours of On The Job Training	Location
L1-M1 Becoming a Team Leader	0.5	1	Star University; Designated Training Facility
L1-M2 Becoming a Kitchen Leader	0.5	2	Star University; Designated Training Facility
L1-M3 Becoming a Drive Thru Leader	0.5	2	Star University; Designated Training Facility
L1-M4 Becoming a Service Leader	0.5	2	Star University; Designated Training Facility
L1-M5 Training a New Employee on a Station	0.5	2	Star University; Designated Training Facility
L1-M6 Coaching Your Team	0.5	2	Star University; Designated Training Facility
L1: ILT WORKSHOP - Model	1.5	1	Virtual; Certified Training Restaurant ("CTR") or Designated Training Facility
L1: ILT WORKSHOP - Coach	1.5	1	Virtual; CTR location or Designated Training Facility

Subject (1)(2)	Hours of Classroom Training	Hours of On The Job Training	Location
L1: ILT WORKSHOP - Require	1.5	1	Virtual; CTR location or Designated Training Facility
L2-M1 What is Level 2	0.5	0.5	Star University; Designated Training Facility
L2-M2 Shift Planning	0.5	2	Star University; Designated Training Facility
L2-M3 Pathing	0.5	2	Star University; Designated Training Facility
L2-M4 Cash Handling	0.5	2	Star University; Designated Training Facility
L2-M5 Product Safety & Quality	0.6	2	Star University; Designated Training Facility
L2- M6 Safety & Security	0.6	2	Star University; Designated Training Facility
L2-M7 Shift Changeover	0.5	2	Star University; Designated Training Facility
L2-M8 Shift Control	0.5	2	Star University; Designated Training Facility
L2: ILT WORKSHOP – Shift Planning 1	2	1	Virtual; CTR location or Designated Training Facility
L2: ILT WORKSHOP – Shift Planning 2	2	1	Virtual; CTR location or Designated Training Facility
L3-M1 Becoming a Person in Charge	0.5	2	Star University; Designated Training Facility
L3- M2 ROS Deployment and Positioning	0.5	2	Star University; Designated Training Facility
L3-M3 Working Centerpost as PIC	0.5	2	Star University; Designated Training Facility
L3-M4 Equipment Troubleshooting	0.5	2	Star University; Designated Training Facility
L3-M5 Production Levels	0.6	2	Star University; Designated Training Facility
L3-M6 Labor Cost	0.5	2	Star University; Designated Training Facility
L3-M7 Banking & Deposits	0.4	2	Star University; Designated Training Facility
L3-M8 Audits and Inspections	0.5	2	Star University; Designated Training Facility
L3-M9 Emergency Situations	0.5	2	Star University; Designated Training Facility
L3-M10 Opening, Closing and Overnights	0.5	2	Star University; Designated Training Facility
L3: ILT WORKSHOP – PIC part 1	2	1	Star University; Designated Training Facility
L3: ILT WORKSHOP – PIC part 2	2	1	Star University; Designated Training Facility

General Manager, Shift Leader and Crew Person Training:

Subject (1)(2)	Hours of Classroom Training	Hours of On The Job Training	Location
Crew Onboarding (Crew Person, Shift Leader, Restaurant General Manager (RGM))			
Welcome to (Carl's or Hardees)	0.2	0.5	Star University; Designated Training Facility
Workplace Safety	0.2	0.5	Star University; Designated Training Facility
Food Safety	0.4	1	Star University; Designated Training Facility
Security Awareness	0.2	0.5	Star University; Designated Training Facility
Shift Leader/RGM Onboarding			
Biscuit Station	0.5	1	Star University; Designated Training Facility
Feeder Station	0.4	1	Star University; Designated Training Facility
Fry Station	0.3	1	Star University; Designated Training Facility
Cook Station	0.3	1	Star University; Designated Training Facility
Grill Station	0.3	1	Star University; Designated Training Facility
Chicken Tender Station	0.4	1	Star University; Designated Training Facility
Dining Room Station	0.4	1	Star University; Designated Training Facility
Cashier Station	0.4	1	Star University; Designated Training Facility
Drive Thru Station	0.4	1	Star University; Designated Training Facility

Subject (1)(2)	Hours of Classroom Training	Hours of On The Job Training	Location
Prep Station	0.4	1	Star University; Designated Training Facility
Additional Crew Trainings (Shift Leader, RGM)			
QSC Team Member	0.1	0.25	Star University; Designated Training Facility
QSC Super Star Service	0.1	0.25	Star University; Designated Training Facility
QSC Speed of Service	0.2	0.25	Star University; Designated Training Facility
QSC Cleanliness	0.2	0.25	Star University; Designated Training Facility
Perfect Burger	0.2	0.25	Star University; Designated Training Facility
Perfect Biscuit	0.2	0.25	Star University; Designated Training Facility
Handling Guest Concerns	0.1	0.25	Star University; Designated Training Facility
Communicable Disease Prevention Video	0.1	0	Star University; Designated Training Facility
ServSafe Takeout: Covid 19 Precautions	0.2	0.25	Star University; Designated Training Facility

NOTES

- (1) The instruction materials for the FMTP include the Basic Management Training (BMT), Shift Leader and Restaurant General Manager (RGM) workbooks.
- (2) Lisa Holloway is our Director of Learning and Organizational Development. She has more than 15 years of experience leading training and performance initiatives in guest-facing organizations. FMTP Instructors include: General Managers, District Managers, Regional Trainers and Certified Franchise Trainers.

Other Training

We have the right to require that you, your owners, your Operating Principal, your General Manager and any other employees hired by you to fill certain designated positions take and successfully complete

additional training programs. We reserve the right to require you to pay a tuition fee for these additional training programs as periodically established by us. You will be required to pay all travel, living and other expenses incurred by you and your employees while attending this training. ~~Any training that we may provide to any of your employees will be limited to training or guiding the employees regarding the delivery of approved products to customers in a manner that reflects the customer service standards of the Hardee's System. You are, and will remain, the sole employer of your employees at all times, including during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You are solely responsible for ensuring that your employees receive adequate training.~~

All-Star Team Opening Training Support

We may provide you the assistance of our All-Star Team in the pre-opening and opening of your Franchised Restaurant. The All-Star Team may consist of our corporate staff and/or it may include one or more of our franchisees, as we may determine. The All-Star Team's primary responsibility is to assist with restaurant set-up, restaurant crew station training and guest experience during your Franchise Restaurant pre-opening and opening. If we provide you the assistance of our All-Star Team, you will be responsible for the salaries, administrative fees, meals, travel and lodging expenses of the All-Star Team members while they are trainers at your Franchised Restaurant, in an amount of up to \$10,000. For additional details, see Items 5 and 7.

Training by You

You must conduct those initial and continuing training programs for your employees as we periodically require. You must ensure that all of your employees have been trained in the proper operation of the Franchised Restaurant. In addition, if you operate three or more Franchised Restaurants, we may require, in our sole discretion, that (A) you obtain and maintain a certification from us for one or more of your Franchised Restaurants to be an authorized training restaurant (a "Certified Franchisee Training Restaurant") and (B) one or more of your General Managers obtain and maintain a certification from us as a trainer authorized to provide our FMTP to your new trainees (a "Certified Franchisee Management Trainer"). Your Certified Franchisee Management Trainers may provide our FMTP at a Certified Franchisee Training Restaurant in accordance with our System standards for such training. To become a Certified Franchisee Management Trainer, a General Manager must (i) complete our FMTP, (ii) maintain specific food safety programs, (iii) attend any required additional training program as specified by us from time to time, and (iv) meet other qualifications that we may specify from time to time. To be designated as a Certified Training Restaurant, your Franchised Restaurant must (a) meet compliance scores that we specify, (b) fully comply with our then-current System standards, (c) maintain established personnel requirements, in addition to a Certified Franchisee Management Trainer, (d) remain compliant with all health department or other regulatory requirements; and (e) meet any other requirements that we may specify from time to time. We may, in our sole discretion, revoke certification for a Certified Franchisee Training Restaurant or a Certified Franchisee Management Trainer. If we revoke certification, we may require your trainees to attend the FMTP at another location that we designate.

Conventions

We may, from time to time, conduct conferences, conventions, programs, webinars, teleconferences, or training sessions on any matters related to the System. Your Operating Principal or your General Manager and other personnel we designate must attend each such meeting, program, or session that we require. We may charge you a reasonable fee to attend any such meeting, program, or session. We may require you to purchase or license from us, our affiliates, or third-party suppliers any training platform and equipment necessary to use or access the training materials. (Franchise Agreement, Section 11.B).

ITEM 12

TERRITORY

Development Agreement

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

If you sign a Development Agreement, you will receive a Development Territory that will be mutually agreed upon by HR and you, taking into consideration the density of the area and the number of Franchised Restaurants you agree to develop. A description of the Development Territory will be attached as an appendix to the Development Agreement. The perimeters of the Development Territory may be described by specific street boundaries, county lines, state lines, municipal boundaries, railroad tracks or other similar boundary descriptions, and the size may range from a portion of a metropolitan area to a county or a state in less densely populated areas. You must obtain our prior written acceptance of each site for a Franchised Restaurant, which will be based on our then-current standards for sites for Hardee's Restaurants.

The Hardee's System (including the products sold under the Proprietary Marks) has been developed, and is designed, to function effectively in a wide variety of retail environments, many of which are not practically available to you. Accordingly, under the Development Agreement, we reserve to ourselves the right to: **(A)** operate, and license others to operate, Hardee's Restaurants and/or Carl's Jr. Restaurants in the Development Territory that are located in [travel plazas](#), gas stations or convenience stores; **(B)** award national or regional licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party's trademark; **(C)** develop and operate, and license others to develop and operate, restaurants other than Hardee's Restaurants and/or Carl's Jr. Restaurants in the Development Territory; **(D)** merchandise and distribute products identified by the Proprietary Marks in the Development Territory through any other method or channel of distribution; **(E)** sell and distribute products identified by the Proprietary Marks in the Development Territory to restaurants other than Hardee's Restaurants and/or Carl's Jr. Restaurants, provided those restaurants are not licensed to use the Proprietary Marks in connection with their retail sales; and **(F)** operate, and license others to operate, Hardee's Restaurants and/or Carl's Jr. Restaurants in the Development Territory that are located in airports, train stations, bus stations, [traveltoll](#) plazas, stadiums, arenas, convention centers, military facilities, schools, colleges, universities, hospitals, recreational theme parks, business or industrial foodservice venues, venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider, Indian reservations, casinos, "ghost" or "dark" kitchens or any similar captive market or non-traditional "brick and mortar" location (collectively "**Captive Market Locations**"). (With respect to a Captive Market Location in the Development Territory at which HR proposes to license a Hardee's Restaurant, if the foodservice operator at the Captive Market Location desires to have a third party operate the Hardee's Restaurant, HR will so advise you and you may discuss with the foodservice operator operation of the Hardee's Restaurant at the Captive Market Location by you. This notification to you will not, however, obligate HR to license you to operate a Hardee's Restaurant at the Captive Market Location, nor will it bar HR from operating, or licensing a third party to operate, a Hardee's Restaurant at the Captive Market Location.)

Except as described in the preceding paragraph, we will not, during the term of the Development Agreement, operate, or license others to operate, Hardee's Restaurants and/or Carl's Jr. Restaurants in the Development Territory, provided you are in compliance with the terms of the Development Agreement and any other agreements between you and HR and/or our affiliates, and you are current on all obligations due

HR and its affiliates. This does not prohibit us or our affiliates from: **(1)** operating, and licensing others to operate, during the term of the Development Agreement, Hardee's Restaurants and/or Carl's Jr. Restaurants at any location outside of the Development Territory; and **(2)** operating, and licensing others to operate, after the Development Agreement terminates or expires, Hardee's Restaurants and/or Carl's Jr. Restaurants at any location except as otherwise provided in an effective Franchise Agreement. In addition, the continued operation of any Hardee's Restaurants and/or Carl's Jr. Restaurants in the Development Territory that are open for business as of the date of the Development Agreement will not violate your limited rights in the Development Territory. Your limited rights in the Development Territory are granted only by HR and do not pertain to or affect any affiliate of HR; however, these limited rights extend to Carl's Jr. Restaurants operated or franchised by an affiliate of HR.

Continuation of your limited rights in the Development Territory does not depend on your achieving a certain sales volume, market penetration or other contingency. However, if you are in default under the Development Agreement or any Franchise Agreement, we may terminate the Development Agreement and your limited rights in the Development Territory. There are no other circumstances in which we can unilaterally modify your limited rights in the Development Territory.

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

Franchise Agreements

You will not receive an exclusive territory under the Franchise Agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. If your right to possession of the Franchise Restaurant premises is lost through no act or failure to act on your part, you may relocate the Franchised Restaurant if: (1) we accept the new location; (2) you construct and equip a Franchised Restaurant at the new location in accordance with the then-current System standards and specifications; (3) a Franchised Restaurant at the new location is open to the public for business within 6 months after the loss of possession of the original franchised location; and (4) you reimburse us for all reasonable expenses actually incurred by us in connection with the acceptance of the new location.

Under the Franchise Agreement, you will be licensed to develop and operate a Franchised Restaurant at a designated location. If you comply with the Franchise Agreement, HR will not operate, or license others to operate, a Hardee's Restaurant, a Carl's Jr. Restaurant and/or a fast service restaurant that sells hamburgers or any food menu item that comprises at least 10% of sales at Hardee's Restaurants operated by HR ("**Hamburger Restaurant**") within a radius of 1½ miles of the Franchised Location ("**Protected Area**") during the term of each agreement. Your limited rights in the Protected Area are granted only by HR and do not pertain to or affect any affiliate of HR; however, these limited rights extend to Carl's Jr. Restaurants operated or franchised by an affiliate of HR. In addition, the continued operation of a Hardee's Restaurant, a Carl's Jr. Restaurant and/or a Hamburger Restaurant in the Protected Area that are open for business as of the date of the Franchise Agreement will not violate your limited rights in the Protected Area.

Under the Franchise Agreement, we reserve to ourselves the right to: **(A)** operate, or license others to operate, any restaurant, other than a Hardee's Restaurant, a Carl's Jr. Restaurant and/or a Hamburger

Restaurant, or any other business in the Protected Area; **(B)** operate, or license others to operate, after the Franchise Agreement terminates or expires, Hardee's Restaurants, Carl's Jr. Restaurants, Hamburger Restaurants and/or any other restaurants or any other businesses in the Protected Area; and **(C)** operate, or license others to operate, restaurants, including Hardee's Restaurants, Carl's Jr. Restaurants and/or Hamburger Restaurants, in the Protected Area that are located in a Captive Market Location. (With respect to a Captive Market Location in the Protected Area at which HR proposes to license a Hardee's Restaurant, if the foodservice operator at the Captive Market Location desires to have a third party operate the Hardee's Restaurant, HR will so advise you and you may discuss with the foodservice operator your operation of the restaurant at the Captive Market Location. This notice to you will not, however, obligate HR to license you to operate a Hardee's Restaurant at the Captive Market Location, nor will it bar HR from operating or licensing a third party to operate a Hardee's Restaurant at the Captive Market Location.) In addition, we reserve the right to merchandise and distribute products identified by the Proprietary Marks in the Protected Area through any other method or channel of distribution, including the Internet.

Continuation of your limited rights in the Protected Area does not depend on your achieving a certain sales volume, market penetration or other contingency. However, if you are in default under the Franchise Agreement, we may terminate the Franchise Agreement and your limited rights in the Protected Area. There are no other circumstances in which we can modify the Protected Area. You do not receive any right under the Franchise Agreements to develop any additional Franchised Restaurants.

You may only sell or distribute products identified by some or all of the Proprietary Marks from the Franchised Location; you may not use any other method or channel of distribution. There are no restrictions on the areas in which you or we may advertise or solicit customers; however, see Item 13 for Internet restrictions. In addition, you must participate in any online ordering and delivery programs that we may designate from time to time and comply with the terms and conditions of such programs, including any geographic or other delivery restrictions. We are not required to pay any compensation to you for soliciting or accepting orders.

We reserve all rights to use and license the Hardee's System and the Proprietary Marks other than those that we expressly grant to you. The rights we reserve include the right to use any other channel of distribution, including the Internet, to make sales in the Protected Area using the Proprietary Marks and to use any channel of distribution to make sales in the Protected Area using different Proprietary Marks.

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

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed

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

ITEM 13


TRADEMARKS



For Hardee's Restaurant franchisees, we grant you the right to operate a restaurant under the name "Hardee's" and to use our other current or future trademarks that we designate in the operation of your Franchised Restaurant. By trademarks, we mean trade names, trade dress, trademarks, service marks, logos, insignias, slogans, emblems, symbols, designs and any combination of these or any other indicia of source used to identify and distinguish the Hardee's brand (our "Proprietary Marks"). CJR and HR are parties to an agreement having a perpetual term, which, among other things, permits CJR and HR to use and license the use of the other's trademarks. We own all right, title and interest in and to the Proprietary Marks and you will only have such rights to use the Proprietary Marks as granted to you in the Franchise Agreement.

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


Trademark	Registration No.	Registration Date
HARDEE'S	741,048	November 20, 1962 (Renewed)
	1,729,627	November 3, 1992 (Renewed)
	1,825,221	March 8, 1994 (Renewed)

In addition to other registered trademarks, CJR owns the following principal trademarks that have been registered with the USPTO on the Principal Register, and all required affidavits of continued use have been filed and accepted:

Trademark	Registration No.	Registration Date
HAPPY STAR	1,084,351	January 31, 1978 (Renewed)
	1,151,330	April 14, 1981 (Renewed)
	1,297,845	September 25, 1984 (Renewed)
	1,383,339	February 18, 1986 (Renewed)
	1,631,819	January 15, 1991 (Renewed)

Trademark	Registration No.	Registration Date
	5,651,207	January 8, 2019
STAR PALS	6760794	06/14/22 June 14, 2022
	5932708	12/10/19 December 10, 2019
FAMOUS STAR	3612923	04/29/09 April 29, 2009 (Renewed)
SUPER STAR	1099039 6701966 6001520	08/08/78 August 8, 1978 (Renewed) April 12, 2022 04/12/22 03/03/20 March 3, 2020
WESTERN BACON CHEESEBURGER	1456922 1481762	09/08/87 September 8, 1987 (Renewed) 3/22/88 March 22, 1988 (Renewed)

In addition to other registered trademarks, CJR and HR jointly own the following principal trademarks registered with the USPTO on the Principal Register, and all required affidavits of continued use have been filed and accepted:

Trademark	Registration No.	Registration Date
	5,660,007	January 22, 2019

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

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

You must promptly inform us in writing regarding any infringement of the Proprietary Marks of which you are aware. You may not make any demand or serve any notice, orally or in writing, or institute any legal action or negotiate, compromise or settle any controversy with respect to any such infringement

without first obtaining our written approval. We have the right, but not the obligation, to bring an action or take such steps that we consider advisable to prevent any infringement and to join you as a party to any action in which we or our affiliates are or may be a party and as to which you are or would be a necessary or proper party. The Franchise Agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Proprietary Marks. The Franchise Agreement does require that you notify us immediately of any litigation involving the Proprietary Marks that is instituted or threatened against you. You also must fully cooperate in defending or settling the litigation. You may not directly or indirectly contest the validity or our ownership of the Proprietary Marks.

You may not use our Proprietary Marks in any Internet domain name or e-mail address, in the operation of any Internet web site, ~~or~~ on a social [media platform including any social](#) networking site, ~~in social media~~ [Facebook, Twitter, Instagram, Pinterest, YouTube, Snapchat, Vine, blogs, podcasts and wikis](#) or other future [social media platforms and/or technological avenues](#) (collectively, “Social Media”); not an exclusive list and term applies to any social networking website, mobile application, blog or microblog, public and private message boards, comment sections, etc.) without our prior written consent. We may grant or withhold our consent in our sole discretion and may condition our consent on the requirements we deem appropriate, including the requirement that you obtain our written approval of: (1) any and all Internet domain names and home page addresses related to the Franchised Restaurant; (2) the proposed form and content of any web site related to the Franchised Restaurant; (3) your use of any hyperlinks or other links; (4) your use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and (5) any proposed modification of your web site. We may designate the form and content of your web site and/or require that the web site be hosted by us or a third party who we designate, using one or more web sites that we own and/or control. We may charge you a fee for developing, reviewing and approving your web site and/or for hosting the web site. We ~~may have~~ established a Social Media policy for franchisees, and you must comply with ~~any such~~ the Social Media policy, as modified periodically, and any additional policies that we issue. Any copyright in your sites or pages on any Social Media are owned by us, and you must sign any documents that we reasonably deem necessary to affirm our ownership of the copyright.

If we, in the exercise of our reasonable business judgment, should elect to modify the principal name under which Hardee’s Restaurants operate (or adopt a different principal name to identify Hardee’s Restaurants) generally or in the DMA in which your Franchised Restaurant is located, we may select a modified name or another name, and the Hardee’s System and the Franchise Agreement will be deemed amended to substitute that name, and you will be required to incur the necessary costs to adopt the new name provided that HR has committed to adopt that name and make the necessary changes in at least 60% of the Hardee’s Restaurants operated by HR or its affiliates (if the change affects all Hardee’s Restaurants) or, in all other circumstances, in at least 60% of the Hardee’s Restaurants operated by HR or its affiliates in the DMA in which your Restaurant is located.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

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

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

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

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

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

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

The Operating Principal must have, at all times, an equity ownership interest in you and be a person acceptable to both us and you. (This requirement does not apply if you were a publicly-held entity or a wholly-owned subsidiary of a publicly-held entity as of the date of the first franchise-related agreement between you and us or our affiliates.) The Operating Principal must be a member of the Continuity Group and have full control over the day-to-day activities of the Franchised Restaurant and those other restaurants (that are franchised by us or our affiliates) operated by you in the same geographic market as the Franchised Restaurant, including control over the standards of operation and financial performance. Unless you have named, and we have approved, a Multi-Unit Manager (discussed below), the Operating Principal must: **(1)** devote full time and best efforts to supervising and conducting the Franchised Restaurant and those other restaurants that are franchised by us or our affiliates operated by you in the same geographic market as the Franchised Restaurant; and **(2)** maintain his primary residence within a reasonable driving distance of the Franchised Restaurant, unless waived in writing by us. The Operating Principal will be required to successfully complete the FMTP and any additional training required by us. If you operate restaurants in multiple markets that are franchised by us or our affiliates, an individual meeting the above qualifications will serve as the Operating Principal in at least one market.

If you operate restaurants that are franchised by us or our affiliates in multiple geographic markets, for all markets in which the Operating Principal fails to satisfy our requirements, you must designate and retain an individual to serve as Multi-Unit Manager. The Multi-Unit Manager will be under the supervision of the Operating Principal. The Multi-Unit Manager must devote full time and best efforts to supervising

the operation of the Franchised Restaurant and those other restaurants (that are franchised by us or our affiliates) operated by you in the same geographic market, successfully complete the FMTP and any additional training required by us, and be approved by us. In addition, the Multi-Unit Manager must maintain his primary residence within a reasonable driving distance of the Franchised Restaurant, unless waived in writing by us.

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

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

The Franchised Restaurant must at all times be under the on-site supervision of one of the following designated individuals who must meet our applicable training qualifications for their designated position: the Operating Principal, a Multi-Unit Manager, a restaurant manager, or for specific, limited periods of time as authorized by us, a Shift Leader, or a Site Manager ~~(if you execute the Co-Brand Location Addendum)~~. You must, at all times, employ at the Franchised Restaurant at least one General Manager and a sufficient number of employees who have successfully completed the FMTP to ensure that the Franchised Restaurant operates in accordance with the System. If the Franchised Restaurant employs at any time fewer than the required number of trained personnel who have successfully completed the FMTP, you have 30 days to hire and enroll the required number of personnel in the FMTP. Your managers are not required to own an equity interest in you.

If you are any type of business entity, HR and you will identify a “Continuity Group.” The members of the Continuity Group will be listed in an appendix to the Franchise Agreement, and you must advise HR of any change to the Continuity Group. If you are a business entity, the Continuity Group must at all times own at least 51% of the ownership interests in you. As stated above, the Development Principal and the Operating Principal must, at all times, be members of the Continuity Group.

If requested by HR, in the exercise of its reasonable business judgment, those members of the Continuity Group and their spouses designated by us must sign a guarantee assuming and agreeing to discharge all of your obligations to HR and agreeing to be bound by the confidentiality and noncompetition restrictions described in Item 17. Those individuals who initially signed the Franchise Agreement as “Franchisee” are not required to sign a guarantee if: **(1)** those individuals continue to be “Franchisee”; or

(2) those individuals have assigned the Franchise Agreement to a corporation, limited liability company, partnership or other entity they control, but have not been released from their obligations under the Franchise Agreement, those individuals covenant to remain primarily liable under the Franchise Agreement, and those individuals covenant to HR that the assignee entity must at all times maintain a minimum net worth as reasonably determined by HR.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

You must meet and maintain the highest applicable health standard and rating. You must operate the Franchised Restaurant in strict conformity with the methods, standards and specifications as we prescribe in the OPM or otherwise in writing.

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

ITEM 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

These tables list certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

DEVELOPMENT AGREEMENT

Provision	Section in Development Agreement	Summary
a. Length of the franchise term	Section 1.A.	The term is from the date of signing of the Development Agreement to the first to occur of: (1) the date that the last Franchised Restaurant required by the Development Schedule opened for business; or (2) the date the last Franchised Restaurant is required to be opened under the Development Schedule.
b. Renewal or extension of the term	Not Applicable	
c. Requirements for you to renew or extend	Not Applicable	
d. Termination by you	Not Applicable	

Provision	Section in Development Agreement	Summary
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Section 12	We may terminate upon default, which includes, but is not limited to, remaining in default beyond any applicable cure period under any agreement with us or our affiliates, including any Franchise Agreement.
g. “Cause” defined-curable defaults	Section 12.A.(12)	You have 30 days to cure defaults other than those discussed in paragraph h.
h. “Cause” defined – non-curable defaults	Sections 11.A. (1)-(12)	Non-curable defaults include: failure to obtain written site acceptance on schedule; failure to open and operate <u>the</u> scheduled number of Franchised Restaurants; begin construction before receipt of fully-signed Franchise Agreement; insolvency; bankruptcy; execution levied against business or property; material breach of covenants; transfer without our prior written consent; material misrepresentation; falsification of reports; felony convictions; default beyond cure period under other agreements with HR or its affiliates, under any real estate or equipment lease or financing instrument relating to a Franchised Restaurant or with any vendor or supplier to a Franchised Restaurant; and default after receipt of 2 or more notices of default within 12 months.
i. Your obligations on termination/non-renewal	Section 13	Obligations include: forfeiture of right to develop; termination of limited exclusive rights; return of materials to HR; continued observance of covenants; payment of amounts due to HR; forfeiture of Development Fee; no operation of business under any name or in any manner that suggests connection to HR; and cease use of HR’s materials.
j. Assignment of contract by us	Section 8	There are no restrictions on our right to assign.
k. “Transfer” by you – defined	Section 9.A.	Includes sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any direct or indirect interest in you, the Development Agreement or any other assets pertaining to your operations under the Development Agreement.
l. Our approval of transfer by you	Section 9.B.	You must obtain our prior written consent for any transfer (as described in the Development Agreement).
m. Conditions for our approval of transfer	Section 9.B.	Conditions include: payment of amounts due; signed release; continued observance of covenants; payment of transfer fee; covenant to remain primarily liable under Development Agreement; qualified transferee; agreements signed; and compliance by transferee and its affiliates with all development and franchise agreements with us or our affiliates.
n. Our right of first refusal to acquire your business	Section 9.G.	HR can match any offer for your business.
o. Our option to purchase your business	Not Applicable	
p. Your death or disability	Section 9.E.	Transfer to person, persons, partnership or corporation designated by your legal representative is allowed; provided that the requirements of paragraph m. above are met; timely application; and physician’s certification (if permanent incapacity).

Provision	Section in Development Agreement	Summary
q. Noncompetition covenants during the term of the franchise	Section 11.C.(2)	No interest in any restaurant business that sells hamburgers or any menu item which comprises at least 10% of our sales at Hardee's Restaurants operated by HR or its affiliates or whose method of operation or trade dress is similar to that used in the Hardee's System.
r. Noncompetition covenants after the franchise is terminated or expires	Section 11.C.(2)	No activity as described in paragraph q. above for 1 year within your Development Territory, within 2 miles of its border and within 2 miles of any then-existing Hardee's Restaurant.
s. Modification of the agreement	Section 19	No modification generally without signed agreement, but we may modify the Hardee's Restaurant System.
t. Integration/merger clause	Section 19	Only terms of the Development Agreement, the documents referred to in and the attachments to the Development Agreement are binding. Any other oral or written promises related to the subject matter of the Development Agreement may not be enforceable. This is not intended to disclaim any representation made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 21.B.	Except with respect to claims for injunctive relief, restraining orders and orders of specific performance, any claim, controversy or dispute arising out of or relating to the Development Agreement or with respect to a breach of the terms of the Development Agreement and any other claims, controversy or dispute between the parties must be submitted to final and binding arbitration before the American Arbitration Association ("AAA") as the sole and exclusive remedy.
v. Choice of forum	Section 21.B.	Subject to applicable state law, the arbitration must be administered by the AAA office nearest our principal office at the time the demand for arbitration is filed.
w. Choice of law	Section 21.A.	Subject to applicable state law, Tennessee law applies. For Illinois franchisees, as provided in the Illinois Franchise Disclosure Act, Illinois law governs your agreement.

FRANCHISE AGREEMENT

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A.	20 years from the date the Franchised Restaurant opens (+)
b. Renewal or extension of the term	Section 2.B.	You can renew for 10 years or 5 years at your option.
c. Requirements for you to renew or extend	Section 2.B.	Requirements include: give timely notice; sign general release; satisfy all monetary obligations owed to HR and its affiliates; demonstrate right to remain in possession of Franchised Location; not be in default under any agreement between you and HR and its affiliates; remodel; and pay a renewal fee. You also must sign our then-current form of Franchise Agreement, the provisions of which will likely differ

Provision	Section in Franchise Agreement	Summary
		from your original Franchise Agreement, including, but not limited to, those relating to royalty fees, advertising contributions and scope of the Protected Area.
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Section 20	We may terminate upon default, which includes, but is not limited to, remaining in default beyond any applicable cure period under any agreement with us or our affiliates, including any Development Agreement.
g. "Cause" defined – curable defaults	Section 20.B.	You have 30 days to cure defaults other than those discussed in paragraph h.
h. "Cause" defined – non-curable defaults	Sections 20.A., 20.B.(2) & 20.C.	Non-curable defaults include: closure of the Franchised Restaurant for more than 5 days; insolvency; bankruptcy; execution levied against your business or property; breach of covenants; transfer without our prior written consent; material misrepresentation; falsification of reports; failure to open the Restaurant within 60 days after opening is authorized; imminent danger to public health or safety; loss of possession of the Franchised Location; felony conviction; default beyond cure period under other agreements with HR or its affiliates, under any real estate lease, equipment lease or financing instrument relating to the Franchised Restaurant or with any vendor or supplier to the Franchised Restaurant; default after receipt of 2 or more notices of default within previous 12 months; and receipt of second inspection report noting failure to achieve a passing score.
i. Your obligations on termination/nonrenewal	Section 21	Obligations include: payment of amounts due; return OPM; delete all electronic copies of the OPM and all other materials and information furnished by us that are in your possession; continued observance of covenants; discontinue use of Proprietary Marks; complete de-identification of the Franchised Restaurant; and, upon termination based on your default, payment of future lost royalties.
j. Assignment of contract by us	Section 17	There are no restrictions on our right to assign.
k. "Transfer" by you – defined	Section 18	Includes sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any direct or indirect interest in you, the Franchise Agreement, the Franchise, the Franchised Restaurant, any assets of the Franchised Restaurant, the Franchised Location or any other assets pertaining to your operations under the Franchise Agreement.
l. Our approval of transfer by you	Section 18.B.	You must obtain our prior written consent for any transfer (as described in the Franchise Agreement).

Provision	Section in Franchise Agreement	Summary
m. Conditions for our approval of transfer	Sections 18.B.-C.	Conditions include: all monetary obligations satisfied; signed release; continued observance of covenants; payment of transfer fee; covenant to remain primarily liable under Franchise Agreement; transferee meets then-current criteria for new franchisees; agreements signed; remodeling, maintenance and facility upgrades to modernize Franchised Restaurant to current image ; and compliance by transferee and its affiliates with all development and franchise agreements with us or our affiliates.
n. Our right of first refusal to acquire your business	Sections 18.G. & 22	We can match any offer for your business, during the term of the Franchise Agreement and for a period of 1 year following the termination or earlier expiration of the Franchise Agreement. (2)
o. Our option to purchase your business	Not Applicable	
p. Your death or disability	Section 18.E.	Transfer to any person, persons, partnership or corporation designated by your legal representative is allowed provided the requirements of paragraph m. above are met; timely application; and physician's certification (if permanent incapacity).
q. Noncompetition covenants during the term of the franchise	Section 19.C.	No diversion of any business or customer to any competitor; no interest in any restaurant business that sells hamburgers or any menu item that comprises 10% of our sales at Hardee's Restaurants operated by HR or its affiliates or whose method of operation or trade dress is similar to that used in the Hardee's System.
r. Noncompetition covenants after the franchise is terminated or expires	Section 19.C.	No activity as described in paragraph q. above for 1 year within 2 miles of the Franchised Location and within 2 miles of any then-existing Hardee's Restaurant.
s. Modification of the agreement	Section 27	No modification generally without signed agreement, but HR may modify the Hardee's System and the OPM.
t. Integration/merger clause	Section 27	Only the terms of the Franchise Agreement, the OPM, the documents referred to in and the attachments to the Franchise Agreement are binding. Any other oral or written promises related to the subject matter of the Franchise Agreement may not be enforceable. This is not intended to disclaim any representation made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Section 29.B.	Except with respect to claims for injunctive relief, restraining orders and orders of specific performance, any claim, controversy or dispute arising out of or relating to the Franchise Agreement or with respect to a breach of the terms of the Franchise Agreement and any other claims, controversy or dispute between the parties must be submitted to final and binding arbitration before the AAA as the sole and exclusive remedy.
v. Choice of forum	Section 29.B.	Subject to applicable state law, the arbitration must be administered by the AAA office nearest our principal office at the time the demand for arbitration is filed.

Provision	Section in Franchise Agreement	Summary
w. Choice of law	Section 29.A.	Subject to applicable state law, Tennessee law applies. For Illinois franchisees, as provided in the Illinois Franchise Disclosure Act, Illinois law governs your agreement.

NOTES

- ~~(1) If you sign the Co-Brand Location Addendum and you operate a gasoline station at the facility under a contract with a supplier for the supply and subsequent sale of petroleum products (“Supply Contract”), your Franchise Agreement will terminate upon the expiration or earlier termination of your Supply Contract if you do not enter into a new Supply Contract within 30 days after the expiration or earlier termination of your previous Supply Contract.~~
- ~~(2) If you sign the Co-Brand Location Addendum, our right of first refusal extends to a proposed transfer of any interest in your other businesses at the facility.~~

Certain states require franchisors to make additional disclosures related to the information contained in this disclosure document. These disclosures are contained in Exhibit [J](#) to this disclosure document.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

BACKGROUND

This financial performance representation consists of four sections. In Section I, we provide certain financial information and key performance indicators for our franchised restaurants that were open and in operation during the entire 53-week time period extending from February 1, 2022 through January 30, 2023 (“FY23” or the “FY23 Period”) and the entire 52-week time period extending from January 31, 2023 through January 29 2024 (“FY24” or the “FY24 Period”). In Section II, we present the average historical FY24 revenue for the 15 franchised Hardee’s restaurants included in Section I that first opened for business in calendar years 2020, 2021, or 2022. In Section III of this financial performance representation, we present average historical FY24 revenue and associated costs and expenses for those franchised Hardee’s restaurants that have shared financial information with us via the online iLumen portal. Finally, in Section

IV of this financial performance representation, we provide historical financial information for the franchised Hardee's restaurants that have completed our Transformation 360 Program.

The restaurants included in this financial performance representation are all franchise operated Hardee's freestanding restaurants located in the United States. A Hardee's restaurant is considered "freestanding" if it is located in a single tenant building, not attached to any other structures. This financial performance representation does not include information for franchise operated Hardee's restaurants operated from travel plazas, gas and convenience stores, colleges and universities, and airports. Further, franchised Hardee's restaurants located outside the United States are not included in this financial performance representation. This financial performance representation does not include information regarding any company owned or operated Hardee's restaurants.

Section ~~A~~ FINANCIAL I: Revenue and Key Performance ~~OF COMPANY OPERATED HARDEE'S RESTAURANTS~~ Indicators FY23 and FY24

In this Section I, we present certain historical financial and operational performance information for 1,214 freestanding franchised Hardee's restaurants that were operated by our franchisees for all of FY23 and FY24.

At the end of FY24 we had 1,393 franchised Hardee's restaurants open and operating in the United States. For purposes of this Section I, we excluded 179 franchised restaurants for the following reasons: (i) 134 restaurants operate from a travel plaza, gas and convenience store, college, university, toll plaza, or airport – meaning, they do not operate from a freestanding location, (ii) 7 restaurants did not provide us with complete revenue data for the entire FY24 Period, (iii) 16 restaurants did not provide us with complete revenue data for the entire FY23 Period, (iv) 12 restaurants did not provide us with complete revenue data for the entire FY23 Period and FY24 Period, (v) 4 restaurants opened during FY23 Period, and (vi) 6 restaurants opened during FY24 Period.

For purposes of this Section I, we separated 1,214 remaining restaurants into 1/3's based on Average FY24 Revenue, with the "Top 1/3" reflecting the 405 restaurants with the highest Revenues for FY24, the "Bottom 1/3" reflecting the 404 restaurants with the lowest Revenues for FY24, and the "Mid 1/3" reflecting the 405 restaurants whose Revenues for FY24 placed them between the Top 1/3 and Bottom 1/3. Average FY24 Revenue and Average FY23 Revenue included in this Section I is calculated based on information reported to us by our franchisees. We have not independently audited or verified the accuracy of data provided to us by franchisees.

Table ~~A-1: Fiscal Year 2022 Financial~~ I: Revenue and Key Performance Indicators FY24 (Company-Operated Franchised Hardee's Freestanding Restaurants)

~~The following table represents fiscal year 2022 financial performance for the 185 domestic Hardee's Restaurants that were operated by us for all of fiscal year 2022 (which ended on the last Monday in January 2022 and which consisted of 53 weeks) ("Company Operated Restaurants").~~

~~While there were 202 Company Operated Restaurants operating at the end of fiscal year 2022, two Toll Road Restaurants and one C-Store/Gas Station Restaurant have not been included in Table A-1 since they have materially different operating results from other Hardee's Restaurants (financial results for Toll Road Restaurants include sales and costs from on-site secondary businesses, including gasoline which is not a core business for the Hardee's System and typically has very low margins, and incremental expenses that are not typical of other Hardee's Restaurants).~~

In addition, 10 restaurants were excluded because they are Dual Concept Restaurants which offer Red Burrito products which are not part of the menu for new restaurants, three Company Operated Restaurants were excluded from Table A-1 because they were reacquired from franchisees during the fiscal year and therefore did not operate for the entire fiscal year, one restaurant was excluded because it did not report sales for the entire fiscal year due to temporary closures for remodeling, repairs or similar circumstances, and four Company Operated Restaurants were not included as they closed during the fiscal year 2022. No Company Operated Restaurants closed after less than 12 months of operation.

The data in Table A-2 is grouped into four columns based on sales performance, with a fifth summary column for all 185 Company Operated Restaurants.

	Sales > \$1.39M	Sales \$1.12M to \$1.39M	Sales \$0.91M to \$1.12M	Sales < \$0.91M	All Restaurants
-					
# OF RESTAURANTS INCLUDED IN GROUP	46	46	46	47	185
AVERAGE GROSS SALES (1)	\$1,576,230	\$1,262,235	\$1,021,669	\$789,801	\$1,160,469
# (%) THAT ATTAINED AVERAGE OR GREATER	17 (37%)	23 (50%)	26 (57%)	27 (59%)	83 (45%)
HIGH GROSS SALES	\$2,063,791	\$1,390,207	\$1,118,847	\$912,704	\$2,063,791
MEDIAN GROSS SALES (1)	\$1,506,594	\$1,256,965	\$1,010,012	\$800,486	\$1,106,023
LOW GROSS SALES	\$1,391,280	\$1,120,290	\$914,513	\$554,765	\$554,765
TRANSACTIONS (2)	190,045	156,003	127,034	102,304	143,622
# (%) THAT ATTAINED AVERAGE OR GREATER	17 (37%)	24 (52%)	25 (54%)	22 (48%)	83 (45%)
AVERAGE TOTAL MATERIALS (3) (% OF GROSS SALES)	\$442,192 (28.1%)	\$358,702 (28.4%)	\$295,944 (29.0%)	\$231,329 (29.3%)	\$331,497 (28.6%)
MEDIAN TOTAL MATERIALS (3)	\$426,464	\$345,998	\$292,541	\$229,644	\$316,556
# (%) THAT ATTAINED AVERAGE OR GREATER	18 (39%)	24 (52%)	23 (50%)	23 (50%)	83 (45%)
AVERAGE TOTAL LABOR & BENEFITS (4) (% OF GROSS SALES)	\$457,233 (29.0%)	\$401,221 (31.8%)	\$352,136 (34.5%)	\$305,384 (38.7%)	\$378,596 (32.6%)
MEDIAN TOTAL LABOR & BENEFITS (4)	\$320,064	\$271,779	\$239,254	\$206,057	\$253,427
# (%) THAT ATTAINED AVERAGE OR GREATER	18 (39%)	21 (46%)	20 (43%)	22 (48%)	84 (45%)
AVERAGE TOTAL OPERATING EXPENSES (5) (% OF GROSS SALES)	\$204,278 (13.0%)	\$183,479 (14.5%)	\$169,946 (16.6%)	\$154,745 (19.6%)	\$177,986 (15.3%)
MEDIAN TOTAL OPERATING EXPENSES (5)	\$296,251	\$273,328	\$247,154	\$235,549	\$261,259
# (%) THAT ATTAINED AVERAGE OR GREATER	18 (39%)	19 (41%)	21 (46%)	21 (46%)	82 (44%)
AVERAGE ADVERTISING (6) (% OF GROSS SALES)	\$80,298 (5.1%)	\$65,329 (5.2%)	\$55,393 (5.4%)	\$43,929 (5.6%)	\$61,144 (5.3%)
MEDIAN ADVERTISING (6)	\$75,008	\$63,619	\$53,058	\$41,118	\$59,394
# (%) THAT ATTAINED AVERAGE OR GREATER	17 (37%)	19 (41%)	16 (35%)	19 (41%)	91 (49%)
AVERAGE EBITDAR (7) (% OF GROSS SALES)	\$392,229 (24.9%)	\$253,504 (20.1%)	\$148,250 (14.5%)	\$54,413 (6.9%)	\$211,246 (18.2%)
MEDIAN EBITDAR (7)	\$389,908	\$263,260	\$161,459	\$68,291	\$209,311
# (%) THAT ATTAINED AVERAGE OR GREATER	21 (46%)	20 (43%)	22 (48%)	25 (54%)	85 (46%)

Adjustments: Annual Franchise Expenses Not Included in Above Table for Company Operated Restaurants, but incurred by Franchisees (assuming Median Gross Sales)

	Sales > \$1.39M	Sales \$1.12M to \$1.39M	Sales \$0.91M to \$1.12M	Sales < \$0.91M	All Restaurants
ROYALTIES (4%)	\$60,264	\$50,279	\$40,400	\$32,019	\$44,241

**Table A-2: Fiscal Year 2023 Financial Performance
(Company Operated Hardee's Restaurants)**

The following table represents fiscal year 2023 financial performance for the 191 domestic Hardee's Restaurants that were operated by us for all of fiscal year 2023 (which ended on the last Monday in January 2023 and which consisted of 52 weeks) ("Company Operated Restaurants").

While there were 195 Company Operated Restaurants operating at the end of fiscal year 2023, one C-Store/Gas Station Restaurant have not been included in Table A-2 since it has materially different operating results from other Hardee's Restaurants (financial results include sales and costs from on-site secondary businesses, including gasoline which is not a core business for the Hardee's System and typically has very low margins, and incremental expenses that are not typical of other Hardee's Restaurants.

In addition, 3 restaurants were excluded because it did not report sales for the entire fiscal year due to temporary closures for remodeling, repairs or similar circumstances.

The data in Table A-2 is grouped into four columns based on sales performance, with a fifth summary column for all 191 Company Operated Restaurants.

Values	Sales > \$1.45M	Sales \$1.17M to \$1.45M Top 1/3	Sales \$0.93M to \$1.17M Mid 1/3	Sales < \$0.93M Bottom 1/3	All Restaurants
# OF RESTAURANTS INCLUDED IN GROUP of Restaurants	48	48404	48405	47405	191,214
Average Gross Sales (+)FY24 Revenue	\$1,644,587	\$1,303,796,165,3,204	\$1,050,828,1,196,168	\$794,561,885,892	\$1,200,558,1,245,384
# (%) THAT ATTAINED AVERAGE OR GREATER	18 (38%)	24 (50%)	26 (54%)	30 (64%)	88 (46%)
High-Gross-Sales Average FY23 Revenue	\$2,102,080	\$1,439,506,1,570,733	\$1,165,884,1,157,255	\$924,878,883,556	\$2,102,080,1,200,4,112
Median Gross Sales (1)	\$1,579,699	\$1,310,279	\$1,055,410	\$816,479	\$1,173,139
Low Gross Sales	\$1,452,559	\$1,172,186	\$933,789	\$430,401	\$430,401
TRANSACTIONS (2)	179,138	145,695	116,001	90,424	133,037
# (%) THAT ATTAINED AVERAGE OR GREATER	18 (38%)	24 (50%)	22 (46%)	25 (53%)	93 (49%)
Average Total Materials (3) (% of Gross Sales) FY24 vs FY23 YoY% ¹	\$446,312 (27.1%)	\$356,510 (27.35.3%)	\$290,653 (27.73.6%)	\$226,980 (28.60.3%)	\$330,654 (27.53.4%)
Median Total Materials (3) Average Drive-Thru Time Breakfast ²	\$436,999	\$362,055,3:14.4,3	\$291,968,3:17.3,6	\$256,636,3:32,37	\$318,116,3:21.3,8
Average Drive-Thru Time Lunch ³		4:03.43	4:14.30	4:26.38	4:14.57

# (%) THAT ATTAINED AVERAGE OR GREATER					
Average Drive-thru Time Dinner⁴	20 (42%)	(54%)4:39.28	26	(52%)4:45.27	25 (62%)4:54.1
Average Drive-Thru Time	20 (42%)	(54%)4:39.28	26	(52%)4:45.27	25 (62%)4:54.1
Total Labor & Benefits (4) (% of Gross Sales)Day⁵	20 (42%)	(54%)4:39.28	26	(52%)4:45.27	25 (62%)4:54.1
Median Total Labor & Benefits (4)	20 (42%)	(54%)4:39.28	26	(52%)4:45.27	25 (62%)4:54.1
# (%) THAT ATTAINED AVERAGE OR GREATER	24 (50%)	21 (44%)	19 (40%)	22 (47%)	90 (47%)
Average Total Operating Expenses (5) (% of Gross Sales)Average Google Rating⁶	24 (50%)	21 (44%)	19 (40%)	22 (47%)	90 (47%)
Median Total Operating Expenses (5)	24 (50%)	21 (44%)	19 (40%)	22 (47%)	90 (47%)
# (%) THAT ATTAINED AVERAGE OR GREATER	27 (56%)	25 (52%)	22 (46%)	23 (49%)	89 (47%)
Average Advertising (6) (% of Gross Sales)Average Net Sentiment⁷	27 (56%)	25 (52%)	22 (46%)	23 (49%)	89 (47%)
Median Advertising (6)	27 (56%)	25 (52%)	22 (46%)	23 (49%)	89 (47%)
# (%) THAT ATTAINED AVERAGE OR GREATER	19 (40%)	20 (42%)	23 (48%)	27 (57%)	92 (48%)
Average EBITDAR (7) (% of Gross Sales)% with Digital Menu Board⁸	19 (40%)	20 (42%)	23 (48%)	27 (57%)	92 (48%)
Median EBITDAR (7)	19 (40%)	20 (42%)	23 (48%)	27 (57%)	92 (48%)
# (%) THAT ATTAINED AVERAGE OR GREATER	24 (50%)	25 (52%)	20 (42%)	30 (64%)	88 (46%)

Adjustments: Annual Franchise Expenses Not Included in Above Table for Company Operated Restaurants, but incurred by Franchisees (assuming Median Gross Sales)

	Sales > \$1.39M	Sales \$1.12M to \$1.39M	Sales \$0.91M to \$1.12M	Sales < \$0.91M	All Restaurants
ROYALTIES (4%)	\$63,188	\$52,411	\$42,216	\$32,659	\$46,926

Table Notes:

NOTES TO TABLES A-1 and A-2

(1) Gross Sales

Gross Sales Revenue. Revenue includes all revenue from the sale of all services and products (except HR-approved promotional items) and all other income of every kind and nature (excluding revenue from the sale of stored value gift cards or gift certificates but including revenue when gift certificates are redeemed or stored value gift cards are debited) related to a Hardee's, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Sales do Revenue does not include sales taxes or other taxes collected from customers by you for transmittal to the appropriate taxing authority. The above definition of "revenue" is designated as "Gross Sales" in the Hardee's

franchise agreement. “Revenue” information for this Table 1 was obtained from Hardee’s point of sale system which is required to be utilized by all Hardee’s franchisees.

1. FY24 vs FY23 YoY%: This amount represents the percentage revenue growth or decline in FY24 vs FY23 Revenue.
2. Average Drive-Thru Time Breakfast: Average minutes and seconds a guest spent in the drive-thru from when they pull up to the menu board until leaving the pickup window with their food during the hours of: 6AM through 11 AM local time. The Average Drive-Thru Time Breakfast is based on average times reported to us by our franchisees during FY24.
3. Average Drive-Thru Time Lunch: Average minutes and seconds a guest spent in the drive-thru from when they pull up to the menu board until leaving the pickup window with their food during the hours of: 11 AM through 2PM local time. The Average Drive-Thru Time Lunch is based on average times reported to us by our franchisees during FY24.
4. Average Drive-Thru Time Dinner: Average minutes and seconds a guest spent in the drive-thru from when they pull up to the menu board until leaving the pickup window with their food during the hours of: 5PM through 8PM local time. The Average Drive-Thru Time Dinner is based on average times reported to us by our franchisees during FY24.
5. Average Drive-Thru Time Total Day: Average minutes and seconds a guest spent in the drive-thru from when they pull up to the menu board until leaving the pickup window with their food during all operating hours. The Average Drive-Thru Time Total Day is based on average times reported to us by our franchisees during FY24.
6. Average Google Rating: A Google star rating can range from a rating of 1 to a rating of 5. The Average Google Rating presented in this Table above reflects the average Google star rating for those restaurants included in each of the Top 1/3, Mid 1/3 and Bottom 1/3 groups during FY24.
7. Average Net Sentiment: Average Net Sentiment calculates the total percentage of positive online consumer comments minus total percentage of negative online consumer comments. An Average Net Sentiment score can range from -100 to +100. The Average Net Sentiment presented in the Table 1 above reflects the Average Net Sentiment score for those restaurants included in each of the Top 1/3, Mid 1/3 and Bottom 1/3 groups during FY24. Average Net Sentiment is calculated by a third-party vendor, Black Box Intelligence, a company which specializes in decoding customer sentiment by delving into unstructured interaction data.
8. Percentage with Digital Menu Boards: This percentage amount reflects the percentage of restaurants included in each of the Top 1/3, Mid 1/3 and Bottom 1/3 groups that have installed digital menu boards in their restaurants as of the end of FY24.

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

<u>Values</u>	<u>Top 1/3</u>	<u>Mid 1/3</u>	<u>Bottom 1/3</u>	<u>All Restaurants</u>
<u>Median FY24 Revenue</u>	<u>\$1,569,044</u>	<u>\$1,191,750</u>	<u>\$914,756</u>	<u>\$1,191,834</u>
<u>Lowest FY24 Revenue</u>	<u>\$1,351,084</u>	<u>\$1,068,268</u>	<u>\$384,900</u>	<u>\$384,900</u>
<u>Highest FY24 Revenue</u>	<u>\$3,570,758</u>	<u>\$1,348,479</u>	<u>\$1,068,135</u>	<u>\$3,570,758</u>
<u># Met/Exceeded Avg</u>	<u>158</u>	<u>192</u>	<u>228</u>	<u>525</u>

<u>% Met/Exceeded Avg</u>	<u>39%</u>	<u>47%</u>	<u>56%</u>	<u>43%</u>
<u>Median FY23 Revenue</u>	<u>\$1,514,115</u>	<u>\$1,150,578</u>	<u>\$901,730</u>	<u>\$1,153,814</u>
<u>Lowest FY23 Revenue</u>	<u>\$1,029,573</u>	<u>\$842,609</u>	<u>\$363,180</u>	<u>\$363,180</u>
<u>Highest FY23 Revenue</u>	<u>\$3,072,046</u>	<u>\$1,516,831</u>	<u>\$1,273,026</u>	<u>\$3,072,046</u>
<u># Met/Exceeded Avg</u>	<u>167</u>	<u>196</u>	<u>222</u>	<u>536</u>
<u>% Met/Exceeded Avg</u>	<u>41%</u>	<u>48%</u>	<u>54%</u>	<u>44%</u>

Section II: FY 2024 Revenue for Franchised Restaurants that First Opened for Business in Calendar Years 2020, 2021 or 2022

In this Section II, we present the average historical FY24 Revenue for the 15 franchised Hardee’s restaurants included in Section I above that first opened for business in calendar years 2020, 2021, or 2022. The average age of these 15 franchised restaurants is 2.9 years as of the end of FY24. The FY24 Revenue included in this Section II is calculated based on information reported to us by the 15 franchisees. We have not independently audited or verified the accuracy of the data provided to us by our franchisees.

For purposes of Table 2 below, we placed each of the 15 franchised restaurants into the same Value group they were assigned in Table 1 above – meaning, the 7 restaurants in the Top 1/3 in Table 2 are also part of the Top 1/3 Value group in Table 1. Similarly, the 5 restaurants and 3 restaurants in the Mid 1/3 and Bottom 1/3 Value groups in Table 2, respectively, are in those same Value groups they were assigned in Table 1.

Table 2: FY24 Revenues for Restaurants that opened for Business in 2020, 2021 or 2022

(2) ~~Transactions~~ Franchised Hardee’s Freestanding Restaurants)

~~Transactions include all orders for the sale of all services and products (except HR approved promotional items) and all other income of every kind and nature (excluding revenue from the sale of stored value gift cards or gift certificates but including revenue when gift certificates are redeemed or stored value gift cards are debited) related to a Hardee’s, whether for cash or credit and regardless of collection in the case of credit. Types of transactions include drive-thru, dine-in, to-go, and delivery orders.~~

<u>Values</u>	<u>Top 1/3</u>	<u>Mid 1/3</u>	<u>Bottom 1/3</u>	<u>All Restaurants</u>
<u># of Restaurants</u>	<u>7</u>	<u>5</u>	<u>3</u>	<u>15</u>
<u>Average FY24 Revenue</u>	<u>\$1,589,211</u>	<u>\$1,197,607</u>	<u>\$636,130</u>	<u>\$1,268,060</u>

<u>Values</u>	<u>Top 1/3</u>	<u>Mid 1/3</u>	<u>Bottom 1/3</u>	<u>All Restaurants</u>
<u>Median FY24 Revenue</u>	<u>\$1,544,000</u>	<u>\$1,191,122</u>	<u>\$564,272</u>	<u>\$1,279,803</u>
<u>Lowest FY24 Revenue</u>	<u>\$1,413,548</u>	<u>\$1,068,399</u>	<u>\$412,467</u>	<u>\$412,467</u>
<u>Highest FY24 Revenue</u>	<u>\$1,896,935</u>	<u>\$1,279,803</u>	<u>\$931,649</u>	<u>\$1,896,935</u>
<u># Met/Exceeded Avg</u>	<u>3</u>	<u>2</u>	<u>1</u>	<u>9</u>
<u>% Met/Exceeded Avg</u>	<u>43%</u>	<u>40%</u>	<u>33%</u>	<u>60%</u>

In addition to the 15 restaurants included in this Section II, we had 5 franchised restaurants that opened in calendar year 2022 that had a full year of FY24 Revenue but not a full year of FY23 Revenue and therefore were excluded from Table 2 above. The average FY24 Revenue for these 5 franchised restaurants was \$1,031,923, the median FY24 Revenue was \$1,095,260 with a lowest FY24 Revenue of \$561,775 and highest FY24 Revenue of \$1,410,395. Three of these 5 excluded restaurants met or exceeded the average FY24 Revenue of \$1,031,923.

Section III: FY24 Revenue and Costs Analysis

In this Section III, we present the historical FY24 average revenue data for 633 franchised Hardee’s restaurants that met the same criteria in Section I and provided us with full year FY24 profit and loss (P&L) data through the online financial reporting portal, iLumen. iLumen is a financial reporting portal which permits parties to upload historical financial data – including revenue, cost, and expense information. The revenue, cost and expense information included in this Section III is based on the actual revenue and cost and expense information reported to us by these franchisees via the iLumen portal. We have not independently audited or verified the accuracy of the data provided to us by our franchisees, including verifying the information entered into iLumen by the 633 franchisees. Because only 633 franchisees provided us with the proper historical financial data – including revenue, cost, and expense information, we eliminated the balance of the 1214 franchisees described in Section I (581) from having their financial data included in Table 3.

Similar to how restaurants were assigned to the Value groups in Section II, for Table 3 below, we placed each of these 633 restaurants into the same Value grouping (Top 1/3, Mid 1/3 or Bottom 1/3) where they were assigned in Table 1. As a result, of the 633 restaurants which qualified for this Table, 238 restaurants were assigned to Group 1, so the 238 restaurants in the Group 1 in Table 3, are also in the Top 1/3 Value Group in Table 1. Similarly, the 213 restaurants and 182 restaurants in Group 2 and Group 3 in Table 3 are also in Mid 1/3 Value Group and Bottom 1/3 Value Group, respectively, in Table 1. The average FY24 revenue for the 633 restaurants included in this Table 3 is higher than the average of all 1,214 restaurants in Table 1 – specifically, the “All Restaurants” average FY24 Revenue in Table 3 is \$50,647 greater than the average FY24 Revenue in Table 1. This means that the average FY24 Revenue for those restaurants included in this Section III is 4.1% higher than the average FY24 Revenue for those restaurants included in Table 1. As Table 3 is structured, approximately (i) 59% of the 405 franchisees in the Top 1/3 Value Group in Table 1 comprise Group 1 of this Table 3, (ii) 53% of the 405 franchisees in the Mid 1/3 Value Group in Table 1 comprise Group 2 of this Table 3 and (iii) 45% of the 405 franchisees in the Bottom 1/3 Value Group in Table I comprise Group 3 of this Table 3.

Table 3: FY24 Revenue and Cost Analysis

(3) ~~Total Materials~~ **Franchised Hardee’s Freestanding Restaurants**

<u># of Restaurants</u>	<u>238</u>	<u>213</u>	<u>182</u>	<u>633</u>
	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>All Locations</u>
<u>Revenue¹</u>	<u>\$1,661,612</u>	<u>\$1,206,527</u>	<u>\$922,712</u>	<u>\$1,296,031</u>
<u>Food & Paper²</u>	<u>\$442,422</u>	<u>\$320,660</u>	<u>\$349,570</u>	<u>\$346,001</u>
<u>Direct Labor³</u>	<u>\$388,406</u>	<u>\$309,240</u>	<u>\$256,091</u>	<u>\$323,724</u>
<u>Indirect Labor⁴</u>	<u>\$113,712</u>	<u>\$95,893</u>	<u>\$82,815</u>	<u>\$98,833</u>
<u>Advertising⁵</u>	<u>\$81,935</u>	<u>\$59,974</u>	<u>\$47,233</u>	<u>\$64,568</u>
<u>Utilities⁶</u>	<u>\$62,937</u>	<u>\$57,427</u>	<u>\$53,294</u>	<u>\$58,311</u>
<u>CC and Delivery Fees⁷</u>	<u>\$32,427</u>	<u>\$25,155</u>	<u>\$17,358</u>	<u>\$25,647</u>
<u>Other OpEx⁸</u>	<u>\$122,455</u>	<u>\$113,013</u>	<u>\$111,362</u>	<u>\$117,018</u>
<u>EBITDAR⁹</u>	<u>\$417,318</u>	<u>\$225,165</u>	<u>\$101,757</u>	<u>\$261,930</u>
<u>EBITDAR % Revenue</u>	<u>25.1%</u>	<u>18.7%</u>	<u>11.0%</u>	<u>20.2%</u>
<u>Royalties¹⁰</u>	<u>\$66,464</u>	<u>\$48,261</u>	<u>\$36,908</u>	<u>\$51,841</u>
<u>Food Paper % of Rev.</u>	<u>26.5%</u>	<u>26.5%</u>	<u>27.0%</u>	<u>26.7%</u>
<u>Direct Labor % of Rev.</u>	<u>23.9%</u>	<u>26.3%</u>	<u>27.8%</u>	<u>25.0%</u>

<u>Total Food/Paper and Direct Labor Costs % of Revenue</u>	<u>50.0%</u>	<u>52.2%</u>	<u>54.8%</u>	<u>51.7%</u>
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Table Notes

1. See the notes to Table 1 above for the definition of “Revenue.”

2. Food & Paper. Total ~~Materials~~ Food & Paper includes all food, paper and distribution costs, less supplier rebates.

(4) Total Labor & Benefits

3. ~~Total~~ Direct Labor ~~& Benefits.~~ Direct Labor includes hourly wages ~~paid to all hourly and management employees working in the Company Operated Restaurant, as well as all restaurant manager bonuses, but do not include labor costs for employees above the restaurant level (e.g., district managers).~~ Your labor costs could vary depending on the prevailing wage rates in the area of the country in which a Franchised Restaurant is located and the specific labor laws. ~~Benefits include all employer, hourly overtime, hourly PTO, labor penalties, and payroll taxes, workers’ compensation, and expenses for vacation and health insurance.~~ A franchisee’s ~~benefits~~ Direct Labor costs will vary depending on the amount of vacation time granted, the amount and type of insurance coverage provided to employees, the size of the franchisee’s total employment base and specific local requirements.

(5) Total Operating Expenses

~~Total Operating Expenses include cash over and short, supplies, uniforms, repair and maintenance, utilities, telephone, security, armored car services, banking and ATM fees, waste management, certain equipment rental charges, kid’s meal toy costs, mileage reimbursement, certain pre-opening costs, property taxes, business insurance and license and permit fees.~~

(6) Advertising

4. Indirect Labor. Indirect Labor includes all other labor, notably general manager salaries, manager bonuses, manager PTO, stipends, Interim General Manager wages, recruiting expenses, and restaurant benefits (including for full-time, hourly staff). A franchisee’s Indirect Labor costs will vary depending on the amount of vacation time granted, the amount and type of insurance coverage provided to employees, the size of the franchisee’s total employment base and specific local requirements.

5. Advertising. Advertising costs include the cost of developing and executing various marketing programs ~~for the Company Operated Restaurants and all monies~~ and amounts paid to the HNAF and for regional advertising. This includes development and placement of electronic media, print and outdoor advertising. Advertising also includes the cost of in-restaurant point of purchase materials and local restaurant marketing. ~~Required advertising expenses may vary by DMA.~~ Please refer to Items 6 and 11 of this franchise disclosure document for a description of a franchisee’s advertising spending obligations.

(7) Restaurant EBITDAR

6. Utilities. Utilities include electricity, natural gas, propane, water & sewer, waste disposal, telephone service, fixed broadband and other telecom expenses, music service, cable TV (if applicable), and utility management fees.

7. CC and Delivery Fees. CC and Delivery Fees include credit card processing fees and expenses and 1st party delivery fees and expenses.

8. Other OpEx. Other OpEx includes restaurant repair and maintenance costs, taxes, licenses, and insurance as reported to us through the iLumen portal.
9. Restaurant EBITDAR. Restaurant EBITDAR equals Restaurant Level Earnings Before Interest, Taxes, Depreciation, Amortization, Asset Retirement and Rent. In addition to those items, this category does not include the following expenses associated with operating a Hardee's Franchised Restaurant: common area maintenance charges, general and administrative expenses (above the restaurant level), franchise royalties, and other miscellaneous expenses a franchisee may incur.
- ~~**SECTION B — FINANCIAL PERFORMANCE OF FRANCHISED HARDEE'S RESTAURANTS**~~
10. Royalties. Certain of the franchised restaurants included in Table 3 above opened under various development incentives offered by us at the time the franchised restaurant opened for business. To provide consistent information and analysis, we adjusted all royalties to reflect royalties calculated at 4% of Revenue (Gross Sales), the same royalty rate new franchisees will be required to pay under our current franchise offering.

~~**Table B-1: Fiscal Year 2022 Financial Performance (Franchised Hardee's Restaurants)**~~

~~The following table represents fiscal year 2022 financial performance for the 1,327 domestic Hardee's Restaurants that were operated by franchisees for all of fiscal year 2022 (which ended on the last Monday in January 2022 and which consisted of 53 weeks) ("Franchised Restaurants"). While there were 1,550 Franchised Restaurants operating at the end of fiscal year 2022, 16 Franchised Restaurants have been excluded from Table B-1 because they opened during the fiscal year and therefore did not operate for the entire fiscal year, 161 restaurants were excluded because they are Dual Concept Restaurants which offer Red Burrito products which are not part of the menu for new restaurants, an additional 22 restaurants were excluded because they did not report sales for the entire fiscal year due to temporary closures for remodeling, repairs or similar circumstances. And 24 Franchised Restaurants were not included as they closed during the fiscal year 2022. No Franchised Restaurants closed after less than 12 months of operation.~~

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

~~The data in Table B-1 is grouped into four columns based on sales performance, with a fifth summary column for all 1,327 Franchised Restaurants.~~

	Sales > \$1.40M	Sales \$1.15M to \$1.40M Group 1	Sales \$0.95M to \$1.15M Group 2	Sales < \$0.95M Group 3	All Restaurants
# OF RESTAURANTS INCLUDED IN GROUP					
(+) Median FY24 Revenue	332	332 \$1,574,427	332 \$1,199,022	331 \$952,316	1,327 \$1,241,097
AVERAGE GROSS SALES (2) Lowest FY24 Revenue	\$1,685,540	\$1,266,150 689,682	\$1,045,027 349,241	\$792,179 363,646	\$1,197,529 363,646
Highest FY24 Revenue		\$3,669,676	\$1,498,749	\$1,175,612	\$3,669,676
# (%) THAT ATTAINED AVERAGE OR GREATER Met/Exceeded Avg	126 (38%)	162 (49%) 98	165 (50%) 142	196 (59%) 103	592 (45%) 290
% Met/Exceeded Avg		41%	54%	57%	46%
HIGH GROSS SALES Median EBITDAR	\$2,698,467	\$1,404,664 390,126	\$1,147,975 224,997	\$945,070 110,000	\$2,698,467 232,106

MEDIAN GROSS SALES (2)	Lowest	\$1,617,378	\$1,263,173	52,28	\$1,044,029	37,86	(\$821,614)	95,67	(\$1,147,975)	95,67
EBITDAR				5		0		2)		2)
Highest EBITDAR			\$921,032		\$390,214		\$227,117		\$1,386,069	
LOW GROSS SALES#		\$1,405,229								
Met/Exceeded Avg			\$1,148,427	96	\$945,735	101	\$373,490	100	\$373,490	301
% Met/Exceeded Avg			40%		47%		55%		48%	

Section IV: Transformation 360 Revenue and Return on Investment Analysis

In this Section IV, we provide historical information relating to those franchised Hardee’s restaurants that completed our Transformation 360 Program during Fiscal Year 2022 (FY22), Fiscal Year 2023 (FY23) or Fiscal Year 2024 (FY24), as qualified below. The Transformation 360 Program includes a 360 transformation of the Hardee’s restaurant including, without limitation, re-imaging the building, installing new menu board designs, updated training for restaurant managers and staff, new uniforms, and post-go-live field marketing team activation.

Table 4 below shows the historical year-over-year revenue performance for 1,197 franchised Hardee’s restaurants from FY22 through FY24, and then calculates a return-on-investment percentage based on historical average cost and expenses experienced by Hardee’s franchised restaurants as presented in Table 3 above. Of the 1,197 franchised Hardee’s restaurants included in Table 4 below, 40 of these restaurants completed the Transformation 360 Program in FY23 (the “FY23 Transform 360”) and 58 of these restaurants completed the Transformation 360 Program in FY24 (the “FY24 Transform 360”). The remaining 1,099 franchised restaurants included in Table 4 below have not completed the Transformation 360 Program (collectively, the “Control Group”). Table 4 below excludes information for all company-owned restaurants, 20 franchised restaurants that completed the Transformation 360 Program in Fiscal Year 2021 and Fiscal Year 2022 because of the impact COVID had on revenue growth, and 57 franchised restaurants that did not report revenue for all periods in FY22, FY23 and/or FY24.

Table B-2: Fiscal Year 2023 Financial Performance: Transformation 360 Revenue and Return on Investment Analysis (Franchised Hardee’s Freestanding Restaurants)

The following table represents fiscal year 2023 financial performance for the 1,313 domestic Hardee’s Restaurants that were operated by franchisees for all of fiscal year 2023 (which ended on the last Monday in January 2023 and which consisted of 52 weeks) (“Franchised Restaurants”). While there were 1,512 Franchised Restaurants operating at the end of fiscal year 2023, 16 Franchised Restaurants have been excluded from Table B-2 because they opened during the fiscal year and therefore did not operate for the entire fiscal year, 143 restaurants were excluded because they are Dual Concept Restaurants which offer Red Burrito products which are not part of the menu for new restaurants, an additional 39 restaurants were excluded because they did not report sales for the entire fiscal year due to temporary closures for remodeling, repairs or similar circumstances. And 62 Franchised Restaurants were not included as they closed during the fiscal year 2023. No Franchised Restaurants closed after less than 12 months of operation.

The data in Table B-2 is grouped into four columns based on sales performance, with a fifth summary column for all 1,327 Franchised Restaurants.

Values	FY23	FY24	
	Sales > \$1.41M Transform 360's	Sales \$1.15M to \$1.41M Transform 360's	Sales < \$0.92M All Restaurants Control Group

# OF RESTAURANTS INCLUDED IN GROUP (1) of Hardee's franchised restaurants	32840	3258	329	335
AVERAGE GROSS SALES (2) Average of FY22 Revenue	\$1,694,386	\$1,031,001	\$1,265,730	\$1,187,003
Average of FY23 Revenue	\$1,310,480	\$1,367,601	\$1,208,000	\$1,099
—#(%) THAT ATTAINED AVERAGE OR GREATER Average of FY24 Revenue	134 (41%)	150 (47%)	133 (47%)	134 (47%)
	\$1,424,784	\$1,513,830	\$1,209,012	

	Values	FY23 Transform 360's	FY24 Transform 360's	Control Group
HIGH GROSS SALES	FY24 - FY22 \$3,167,895 ¹	\$1,406,690	\$1,145,728	\$3,167,895
	FY24 - FY22 % ²	8.7%	10.7%	0.1%
MEDIA N GROSS SALES	Incremental Revenue \$1,631,578 ³	\$1,260,022	\$1,036,866	\$1,191,787
(2) LOW GROSS SALES	FY24 - FY22 Flow-Thru \$1,406,823 ⁴	\$1,147,990	\$934,350	\$313,169
	FY24 - FY22 ROI % 161K ⁵	26.2%	33.6%	0.0%

NOTES TO TABLES B-1 and B-2

Table

- FY24 - FY22 \$: This calculation is the increase in Average Revenue from FY22 to FY24.
- FY24 - FY22 %: This calculation takes [FY24 - FY22 \$] and divides it by Average FY22 Revenue to represent the % revenue growth from FY22 Revenue to FY24 Revenue.

(1) We have not received information from franchisees that would allow us to provide all the financial performance information included in Tables A-1, A-2 and A-3 for Franchised Restaurants. We have been provided information regarding Gross Sales of Franchised Restaurants from sales reports provided by franchisees.

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

SECTION C – FINANCIAL PERFORMANCE OF ALL RESTAURANTS (COMPANY-OPERATED AND FRANCHISED HARDEE’S RESTAURANTS)

**Table C-1: Fiscal Year 2022 Financial Performance: All Restaurants
(Company-Operated and Franchised Restaurants)**

The following table represents fiscal year 2022 financial performance for the 1,512 domestic Hardee’s Restaurants operating at the end of fiscal year 2022 and having reported sales for the entire fiscal year 2022, consisting of 1,328 Franchised Restaurants and 184 Company-Operated Restaurants, which are separately presented in Tables A-2 and B-2, above, respectively.

3. Incremental Revenue Dollars: This calculation subtracts [FY24 – FY22 \$] of the FY23 Transform 360 group and FY24 Transform 360 group from [FY24 – FY22 \$] of the Control Group to represent the average incremental Revenue growth for each of the FY23 and FY24 Transformation 360 groups.
4. FY24 - FY22 Flow-Thru Dollars: This calculation multiples [Incremental Revenue \$] by 37.4%, which is the average contribution profit margin for All Locations included in Table 3 above after accounting for the following variable expense categories: Food & Paper (26.7% of Revenue), Direct Labor (25.0% of Revenue), Advertising (5.1% of Revenue), Credit Card Fees and Delivery (2.0% of Revenue), and Royalties (4% of Revenue). These expense ratios sum to 62.6% of Revenue, so the Flow-Thru margin % is 37.4%. We believe these expenses to be the primary variable expenses our franchisees experience.
5. FY24 - FY22 ROI % 161K: This calculation divides [FY24 – FY22 Flow-Thru \$] by \$161,500 – which amount reflects the average costs and expenses (as shared with us by our franchisees) incurred by our franchisees to complete the Transformation 360, as shown below. The chart below details the low, average, and high-cost ranges for all components of the Transformation 360 Program based on cost and expense information provided to us by the 100 franchised restaurants that completed our Transformation 360 Program during FY22, FY23 or FY24.

<u>Type of Expense</u>	<u>Sales > \$1.40M</u>	<u>Sales \$1.15M to \$1.40M</u>	<u>Sales \$0.95M to \$1.15M Average</u>	<u>Sales < \$0.95M Low</u>	<u>All Restaurants High</u>
<u># OF RESTAURANTS INCLUDED IN GROUP</u>					
<u>Exterior</u>	378	378	378	378	1,512
<u>AVERAGE GROSS SALES</u>			\$48,000	\$20,000	\$85,000
<u>(+) Technology</u>	\$1,672,333	\$1,265,861	\$1,042,203	\$791,579	\$1,192,994
<u>—# (%) THAT ATTAINED AVERAGE OR GREATER</u>	-145 (38%)	-187 (49%)	-190 (50%)	-223 (59%)	-540 (36%)
<u>HIGH GROSS SALES</u>			\$32,000	\$23,000	\$65,000
<u>Signage</u>	\$2,698,467	\$1,397,935	\$1,145,087	\$941,537	\$2,698,467
<u>MEDIAN GROSS SALES</u>			\$4,000	\$2,000	\$6,000
<u>(+) Training</u>	\$1,608,584	\$1,342,014	\$1,041,347	\$815,277	\$1,145,795
<u>LOW GROSS SALES</u>			\$12,500	\$10,000	\$15,000
<u>Marketing</u>	\$1,398,214	\$1,145,297	\$941,732	\$373,490	\$373,490
Total			\$161,500	\$97,500	\$246,000

Below are the median, low, and high ranges, and number and percentage of Restaurants that attained or exceeded the average revenue numbers presented in Table 4 above.

**Table C-2: Fiscal Year 2023 Financial Performance: All Restaurants
(Company-Operated and Franchised Restaurants)**

The following table represents fiscal year 2023 financial performance for the 1,504 domestic Hardee's Restaurants operating at the end of fiscal year 2023 and having reported sales for the entire fiscal year 2023 consisting of 1,313 Franchised Restaurants and 191 Company-Operated Restaurants, which are separately presented in Tables A-2 and B-2, above, respectively.

	<u>Fiscal Year</u>	<u>FY23 Transform 360's</u>			<u>FY24 Transform 360's</u>	<u>Control Group</u>
<u>Median Revenue</u>	<u>FY22</u>	<u>\$1,241,904</u>	Sales \$1.15M to \$1.41M		Sales < \$0.92M to \$1,300	All Restaurants \$1,164,437
	<u>FY23</u>	<u>\$1,320,995</u>	376	376	376	376
	<u>FY24</u>	<u>\$1,435,583</u>	1,687,789	1,270,306	1,036,874	760,833
			152 (40%)	150 (40%)	163 (43%)	153 (41%)
						515 (34%)
<u>Low Revenue</u>	<u>FY22</u>	<u>\$633,062</u>	\$3,167,895	\$1,412,492	\$1,150,887	\$924,350
	<u>FY23</u>	<u>\$464,231</u>	\$1,623,177	\$1,266,690	\$1,038,246	\$786,446
	<u>FY24</u>	<u>\$683,834</u>	\$1,414,432	\$1,151,070	\$924,844	\$313,169
<u>Highest Revenue</u>	<u>FY22</u>		<u>\$1,992,131</u>		<u>\$2,145,450</u>	<u>\$2,698,467</u>
	<u>FY23</u>		<u>\$2,091,853</u>		<u>\$2,200,062</u>	<u>\$3,072,046</u>
	<u>FY24</u>		<u>\$2,421,724</u>		<u>\$2,500,139</u>	<u>\$3,570,758</u>

	<u>Fiscal Year</u>	<u>FY23 Transform 360's</u>	<u>FY24 Transform 360's</u>	<u>Control Group</u>
# Met/Exceeded Average Revenue	<u>FY22</u>	<u>20</u>	<u>26</u>	<u>491</u>
	<u>FY23</u>	<u>19</u>	<u>25</u>	<u>493</u>
	<u>FY24</u>	<u>23</u>	<u>27</u>	<u>485</u>

NOTES TO TABLES C-1 and C-2

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

SECTION E—BREAKFAST SHARE AND DESTINATION SHARE

Table E-1: Breakfast Share as Percentage of Gross Sales (Company-Operated and Franchised Hardee's Restaurants)

This table shows the average share of Gross Sales that are generated during the breakfast day part for all domestic Hardee's Restaurants, separately showing the data for Company-Operated Restaurants and Franchised Restaurants. The data is shown for the last three fiscal years (fiscal year 2020, 2021 and 2022). The breakfast day part consists of all sales occurring between 4 AM and 11 AM.

<u>% Met/Exceeded Average Revenue</u>	<u>Fiscal Year</u>	<u>FY23 Company-Operated vs. Franchised Transform 360's</u>	<u>FY24 Transform 360's</u>	<u>Control Group</u>
		<u>2021</u>	<u>Company-Operated 50%</u>	<u>53.34%</u>
	<u>FY23</u>	<u>Franchised 48%</u>	<u>40.04%</u>	<u>44%</u>
			Total	41.7%
		<u>2022</u>	<u>Company-Operated</u>	<u>54.6%</u>
	<u>FY24</u>	<u>Franchised 58%</u>	<u>42.34%</u>	<u>44%</u>
			Total	43.8%

2023	Company-Operated	56.4%
	Franchised	47.2%
	Total	48.4%

NOTES TO TABLES E-1

~~(1) Gross Sales include all revenue from the sale of all services and products (except HR-approved promotional items) and all other income of every kind and nature (excluding revenue from the sale of stored value gift cards or gift certificates but including revenue when gift certificates are redeemed or stored value gift cards are debited) related to a Hardee's, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Sales do not include sales taxes or other taxes collected from customers by you for transmittal to the appropriate taxing authority.~~

* * *

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

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

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

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

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Restaurant Summary
For Fiscal Years 2022-2024 ⁽¹⁾

Table No. 1 Systemwide Restaurant Summary For Fiscal Years 2021-2023 ⁽¹⁾				
Restaurant Type	Year	Restaurants at Start of the Year	Restaurants at End of the Year	Net Change
Franchised	2021	1630	1561	-69
<u>Franchised</u>	2022	1561 <u>1562</u>	1550 <u>1552</u>	-11 <u>-10</u>
	2023	1550 <u>1552</u>	1512	-38 <u>-40</u>
Company-Operated	2021 <u>2024</u>	174 <u>1512</u>	198 <u>1393</u>	+24 <u>-119</u>
<u>Company-Operated</u>	2022	198 <u>203</u>	202	+4 <u>-1</u>
	2023	202	195	-7
Total Restaurants	2021 <u>2024</u>	1804 <u>195</u>	1759 <u>204</u>	-45 <u>+9</u>
<u>Total Restaurants</u>	2022	1759 <u>1765</u>	1752 <u>1754</u>	-7 <u>-11</u>
	2023	1752 <u>1754</u>	1707	-45 <u>-47</u>
	<u>2024</u>	<u>1707</u>	<u>1597</u>	<u>-110</u>

Systemwide Dual Concept Restaurant Summary*
For Fiscal Years ~~2021-2023~~2022-2024 ^{(1) (2)}

Restaurant Type	Year	Restaurants at Start of the Year	Restaurants at End of the Year	Net Change
Franchised	2021	259	229	-30
<u>Franchised</u>	2022	229 <u>236</u>	150 <u>167</u>	-79 <u>-69</u>
	2023	150 <u>167</u>	142 <u>160</u>	-8 <u>-7</u>
Company-Operated	2021 <u>2024</u>	14 <u>160</u>	18 <u>134</u>	+4 <u>-26</u>

Restaurant Type	Year	Restaurants at Start of the Year	Restaurants at End of the Year	Net Change
<u>Company-Operated</u>	2022	18	12	-6
	2023	12	4	-8
Total Restaurants	2021 <u>2024</u>	273 <u>4</u>	247 <u>0</u>	-26 <u>-4</u>
<u>Total Restaurants</u>	2022	247 <u>254</u>	162 <u>179</u>	-85 <u>-75</u>
	2023	162 <u>179</u>	146 <u>164</u>	-16 <u>-15</u>
	<u>2024</u>	<u>164</u>	<u>134</u>	<u>-30</u>

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

Table No. 2
Transfers of Restaurants
from Franchisees to New Owners
(Other than to HR or Its Affiliates)
For Fiscal Years 2022 to 2024⁽¹⁾

Table No. 2 Transfers of Restaurants from Franchisees to New Owners (Other than to HR or Its Affiliates) For Fiscal Years 2021 to 2023⁽¹⁾		
State	Year	Number of Transfers
AL	2021 <u>2022</u>	0
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
<u>AR</u>	2022	0
	2023	0
FL	2021 <u>2024</u>	0 <u>2</u>
<u>FL</u>	2022	0
	2023	2
GA	2021 <u>2024</u>	14
<u>GA</u>	2022	2
	2023	0
IA	2021 <u>2024</u>	10 <u>37</u>
<u>IL</u>	2022	<u>10</u>

Table No. 2
Transfers of Restaurants
from Franchisees to New Owners
(Other than to HR or Its Affiliates)
For Fiscal Years 2021 to 2023⁽¹⁾

State	Year	Number of Transfers
	2023	0
IN	2021 2024	0 35
<u>IN</u>	2022	5
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>11</u>
<u>IA</u>	<u>2022</u>	<u>1</u>
	2023	0
	<u>2024</u>	<u>10</u>
KY <u>S</u>	2021 2022	0
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>6</u>
<u>KY</u>	2022	4
	2023	0
MN	2021 2024	1 19
<u>MN</u>	2022	1
	2023	0
	<u>2024</u>	<u>10</u>
<u>MO</u>	<u>2022</u>	<u>1</u>
MO	2021 2023	0
	<u>2024</u>	<u>24</u>
<u>MT</u>	2022	1 0
	2023	0
	<u>2024</u>	<u>4</u>
<u>NE</u>	<u>2022</u>	<u>0</u>
NC	2021 2023	0
	<u>2024</u>	<u>1</u>

Table No. 2
Transfers of Restaurants
from Franchisees to New Owners
(Other than to HR or Its Affiliates)
For Fiscal Years 2021 to 2023⁽¹⁾

State	Year	Number of Transfers
<u>NC</u>	2022	3
	2023	3
NE	2021 <u>2024</u>	1
<u>ND</u>	2022	0
	2023	0
SC	2021 <u>2024</u>	13
<u>OH</u>	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>6</u>
<u>SC</u>	2022	0
	2023	0
	<u>2024</u>	<u>10</u>
<u>SD</u>	<u>2022</u>	<u>0</u>
TN	2021 <u>2023</u>	0
	<u>2024</u>	<u>1</u>
<u>TN</u>	2022	3
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>4</u>
<u>WY</u>	<u>2022</u>	<u>0</u>
	2023	0
TOTAL	2021 <u>2024</u>	14 <u>2</u>
<u>TOTAL</u>	2022	20
	2023	7
	<u>2024</u>	<u>191</u>

Transfers of Dual Concept Restaurants from Franchisees to New Owners
(Other than to HR or Its Affiliates)
For Fiscal Years 2022-2024^{(1)(2)*}

Transfers of Dual Concept Restaurants from Franchisees to New Owners
(Other than to HR or Its Affiliates)
For Fiscal Years 2021-2023^{(1)(2)*}

State	Year	Number of Transfers
GA	2021 <u>2022</u>	1 <u>2</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>4</u>
IL	2022	2 <u>0</u>
	2023	0 <u>2</u>
IA	2021 <u>2024</u>	0 <u>6</u>
IN	2022	1 <u>5</u>
	2023	0
IL	2021 <u>2024</u>	0
IA	2022	0 <u>1</u>
	2023	2 <u>0</u>
IN	2021 <u>2024</u>	0
KY	2022	5 <u>4</u>
	2023	0
KY	2021 <u>2024</u>	0 <u>1</u>
MN	2022	4 <u>1</u>
	2023	0
MN	2021 <u>2024</u>	0
MO	2022	1
	2023	0
MO	2021 <u>2024</u>	0 <u>1</u>
NC	2022	1 <u>3</u>
	2023	0
NC	2021 <u>2024</u>	0

**Transfers of Dual-Concept Restaurants from Franchisees to New Owners
(Other than to HR or Its Affiliates)
For Fiscal Years 2021-2023^{(1)(2)*}**

State	Year	Number of Transfers
<u>OH</u>	2022	<u>30</u>
	2023	0
TOTAL	2021 <u>2024</u>	13 <u>13</u>
<u>TOTAL</u>	2022	17
	2023	2
	<u>2024</u>	<u>15</u>

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

**Table No. 3
Status of Franchised Restaurants
For Fiscal Years 2022 to 2024⁽¹⁾⁽²⁾⁽³⁾**

**Table No. 3
Status of Franchised Restaurants
For Fiscal Years 2021 to 2023⁽¹⁾⁽²⁾⁽³⁾**

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons (4)	Restaurants at End of the Year (5)
AL	2021	94	0	0	0	0	3	91
<u>AL</u>	2022	91	0	0	1	0	0	90
	2023	90	0	0	0	0	3	87
AR	2021 <u>2024</u>	308 <u>7</u>	0	0	0	0 <u>5</u>	0 <u>1</u>	308 <u>1</u>
<u>AR</u>	2022	30	0	0	3	0	2	25
	2023	25	0	0	1	0	1	23
DE	2021 <u>2024</u>	11 <u>23</u>	0	0	0	0	0 <u>1</u>	11 <u>22</u>
<u>DE</u>	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11
FL	2021 <u>2024</u>	103 <u>11</u>	0	0	0 <u>1</u>	0	2 <u>0</u>	101 <u>10</u>
<u>FL</u>	2022	101	1	0	0	0	2	100
	2023	100	1	0	2	0	4	95

Table No. 3
Status of Franchised Restaurants
For Fiscal Years 2021 to 2023⁽¹⁾⁽²⁾⁽³⁾

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons (4)	Restaurants at End of the Year (5)
GA	2021 <u>2024</u>	119 <u>95</u>	2	0	2 <u>1</u>	0	3 <u>2</u>	116 <u>94</u>
<u>GA</u>	2022	116	4	0	0	0	0	120
	2023	120	0	0	1	0	5	114
IL	2021 <u>2024</u>	99 <u>114</u>	2 <u>1</u>	0	0	0 <u>11</u>	2 <u>24</u>	99 <u>80</u>
<u>IL</u>	2022	99	0	0	0	0	0	99
	2023	<u>99</u>	1	0	0	0	1	99
IN	2021 <u>2024</u>	80 <u>99</u>	0	0	0	0	1 <u>8</u>	79 <u>91</u>
<u>IN</u>	2022	79	0	0	0	0	0	79
	2023	79	3	0	0	0	<u>3</u>	<u>79</u> <u>80</u>
IA	2021 <u>2024</u>	61 <u>80</u>	0 <u>1</u>	0	0	0	2 <u>6</u>	59 <u>75</u>
<u>IA</u>	2022	59	0	0	0	0	2	57
	2023	57	0	0	0	0	1	56
KS	2021 <u>2024</u>	20 <u>56</u>	0	0	0	0	0 <u>3</u>	20 <u>53</u>
<u>KS</u>	2022	20	0	0	0	0	0	20
	2023	20	0	0	0	0	1	19
KY	2021 <u>2024</u>	81 <u>19</u>	2 <u>0</u>	0	0	0	2 <u>10</u>	81 <u>9</u>
<u>KY</u>	2022	81	0	0	0	0	0	81
	2023	81	0	0	0	0	0	81
LA	2021 <u>2024</u>	5 <u>81</u>	0 <u>1</u>	0	0	0	3 <u>2</u>	2 <u>80</u>
<u>LA</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
MD	2021 <u>2024</u>	15 <u>2</u>	0 <u>1</u>	0	0	0	0	15 <u>3</u>
<u>MD</u>	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	1	14
MI	2021 <u>2024</u>	14	2 <u>0</u>	0	0	0	2 <u>0</u>	14
<u>MI</u>	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14

Table No. 3
Status of Franchised Restaurants
For Fiscal Years 2021 to 2023⁽¹⁾⁽²⁾⁽³⁾

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons (4)	Restaurants at End of the Year (5)
MN	2021 <u>2024</u>	34 <u>14</u>	0	0	0	0	0	34 <u>14</u>
<u>MN</u>	2022	34	1	0	1	0	0	34
	2023	34	2	0	0	0	1	35
MS	2021 <u>2024</u>	40 <u>35</u>	0	0	0	0	1	39 <u>34</u>
<u>MS</u>	2022	39	0	0	0	0	0	39
	2023	39	0	0	0	0	0	39
MO	2021 <u>2024</u>	90 <u>39</u>	0	0	0	0	2 <u>1</u>	88 <u>38</u>
<u>MO</u>	2022	88	0	0	0	0	1	87
	2023	87	0	0	0	0	7	80
MT	2021 <u>2024</u>	10 <u>80</u>	0	0	1 <u>0</u>	0	14 <u>14</u>	8 <u>66</u>
<u>MT</u>	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
NE	2021 <u>2024</u>	9 <u>8</u>	1 <u>0</u>	0	0	0	0 <u>2</u>	10 <u>6</u>
<u>NE</u>	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
	<u>2024</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>9</u>
<u>NE</u>	2021 <u>2022</u>	20 <u>50</u>	2 <u>1</u>	0	1 <u>0</u>	0	10 <u>0</u>	19 <u>61</u>
	<u>2023</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>NC</u>	2022	196	3	0	0	0	3	196
	2023	196	1	0	1	0	7	189
ND	2021 <u>2024</u>	14 <u>189</u>	0 <u>2</u>	0	0 <u>1</u>	0	17 <u>17</u>	13 <u>183</u>
<u>ND</u>	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
OH	2021 <u>2024</u>	28 <u>13</u>	1 <u>0</u>	0	0	0	0 <u>2</u>	29 <u>11</u>
<u>OH</u>	2022	29	3	0	0	0	1	31
	2023	31	5	0	0	0	1	35

Table No. 3
Status of Franchised Restaurants
For Fiscal Years 2021 to 2023⁽¹⁾⁽²⁾⁽³⁾

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons (4)	Restaurants at End of the Year (5)
OK	2021 <u>2024</u>	135 <u>135</u>	0 <u>1</u>	0 <u>1</u>	0	0	0 <u>1</u>	134 <u>134</u>
<u>OK</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
PA	2021 <u>2024</u>	171 <u>171</u>	0	0	0	0	10 <u>10</u>	161 <u>161</u>
<u>PA</u>	2022	16	0	0	0	0	0	16
	2023	16	0	0	0	0	0	16
SC	2021 <u>2024</u>	63 <u>16</u>	0	0	0	0	1	62 <u>15</u>
<u>SC</u>	2022	62	2	0	0	0	2	62
	2023	62	1	0	0	0	1	62
SD	2021 <u>2024</u>	136 <u>2</u>	0 <u>2</u>	0	0	0 <u>3</u>	0 <u>5</u>	135 <u>6</u>
<u>SD</u>	2022	13	0	0	0	0	0	13
	2023	13	0	0	0	0	0	13
TN	2021 <u>2024</u>	112 <u>13</u>	3 <u>0</u>	0	0	29 <u>0</u>	84 <u>84</u>	78 <u>9</u>
<u>TN</u>	2022	78	1	0	0	3	1	75
	2023	75	1	0	1	0	2	73
VA	2021 <u>2024</u>	184 <u>73</u>	1	0	0	0	3	182 <u>71</u>
<u>VA</u>	2022	182	1	0	0	0	3	180
	2023	180	0	0	0	0	6	184 <u>174</u>
WV	2021 <u>2024</u>	28 <u>174</u>	0	0	0	0	0 <u>2</u>	28 <u>172</u>
<u>WV</u>	2022	28	0	0	0	0	1	27
	2023	27	0	0	0	0	1	26
WI	2021 <u>2024</u>	46 <u>26</u>	0	0	10 <u>10</u>	0	32 <u>32</u>	42 <u>24</u>
<u>WI</u>	2022	42	0	0	0	0	0	42
	2023	42	0	0	0	0	2	40
WY	2021 <u>2024</u>	44 <u>0</u>	0	0 <u>3</u>	0	0	0 <u>2</u>	43 <u>5</u>
<u>WY</u>	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4

Table No. 3
Status of Franchised Restaurants
For Fiscal Years 2021 to 2023⁽¹⁾⁽²⁾⁽³⁾

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons (4)	Restaurants at End of the Year (5)
TOTALS	2021 <u>2024</u>	16304 <u>15612</u>	160 <u>13</u>	0	50 <u>6</u>	290 <u>19</u>	512 <u>103</u>	15612 <u>1393</u>
TOTALS	2022	1561 <u>1562</u>	16	0	5	3	18	1551 <u>1552</u>
	2023	1551 <u>1552</u>	16	0	6	0	47	1514 <u>1512</u>
	<u>2024</u>	<u>1512</u>	<u>13</u>	<u>4</u>	<u>6</u>	<u>19</u>	<u>103</u>	<u>1393</u>

Status of Franchised Dual Concept Restaurants
For Fiscal Years 2022 to 2024^{(1)(2)(3)*}

Status of Franchised Dual Concept Restaurants
For Fiscal Years 2021 to 2023^{(1)(2)(3)*}

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Restaurants at End of the Year (4)
AL	2021	17	0	0	0	0	17	0
<u>AL</u>	2022	0	0	0	0	0	0	0
	2023	170	0	0	0	0	0	170
AR	2021 <u>2024</u>	10 <u>10</u>	0	0	0	0	0	10 <u>10</u>
<u>AR</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
DE	2021 <u>2024</u>	61 <u>61</u>	0	0	0	0	0	61 <u>61</u>
<u>DE</u>	2022	6	0	0	0	0	6	0
	2023	0	0	0	0	0	0	0
FL	2021 <u>2024</u>	370 <u>330</u>	0	0	0	0	40 <u>19</u>	330 <u>14</u>
<u>FL</u>	2022	33	0	0	0	0	19	14
	2023	14	0	0	0	0	1	13
GA	2021 <u>2024</u>	1513 <u>150</u>	0	0	0	0	013 <u>3</u>	150 <u>12</u>
<u>GA</u>	2022	15	0	0	0	0	3	12
	2023	12	0	0	0	0	0	12
IL	2021 <u>2024</u>	3512 <u>357</u>	0	0	0	0	05 <u>2</u>	357 <u>33</u>
<u>IL</u>	2022	35	0	0	0	0	2	33
	2023	33	0	0	0	0	0	33
IN	2021 <u>2024</u>	3233 <u>32</u>	0	0	0	0	0	32 <u>32</u>

**Status of Franchised Dual Concept Restaurants
For Fiscal Years 2021 to 2023^{(1)-(3) ±}**

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Restaurants at End of the Year (4)
<u>IN</u>	2022	32	0	0	0	0	2	30
	2023	30	0	0	0	0	1	29
KY	2021 <u>2024</u>	14 <u>29</u>	0	0	0	0	0 <u>4</u>	14 <u>25</u>
<u>KY</u>	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
LA	2021 <u>2024</u>	1 <u>14</u>	0	0	0	0	1 <u>0</u>	0 <u>14</u>
<u>LA</u>	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
MD	2021 <u>2024</u>	6 <u>0</u>	0	0	0	0	0	6 <u>0</u>
<u>MD</u>	2022	6	0	0	0	0	6	0
	2023	0	0	0	0	0	0	0
MI	2021 <u>2024</u>	1 <u>0</u>	0	0	0	0	0	1 <u>0</u>
<u>MI</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MS	2021 <u>2024</u>	2 <u>1</u>	0	0	0	0	0	2 <u>1</u>
<u>MS</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
MO	2021 <u>2024</u>	34 <u>2</u>	0	0	0	0	1	33 <u>1</u>
<u>MO</u>	2022	33	0	0	0	0	2	31
	2023	31	0	0	0	0	4	27
NC	2021 <u>2024</u>	25 <u>27</u>	0	0	0	0	2	23 <u>25</u>
<u>NC</u>	2022	23	0	0	0	0	22	1
	2023	1	0	0	0	0	1	0
OH	2021 <u>2024</u>	4 <u>0</u>	0	0	0	0	0	4 <u>0</u>
<u>OH</u>	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	1	3
PA	2021 <u>2024</u>	1 <u>5</u>	0	0	0	0	0	1 <u>5</u>
<u>PA</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
SC	2021 <u>2024</u>	10 <u>1</u>	0	0	0	0	0	10 <u>1</u>
<u>SC</u>	2022	10	0	0	0	0	6	4
	2023	4	0	0	0	0	0	4
TN	2021 <u>2024</u>	8 <u>4</u>	0	0	0	0	2 <u>1</u>	8 <u>3</u>
<u>TN</u>	2022	8	0	0	0	0	1	7

**Status of Franchised Dual Concept Restaurants
For Fiscal Years 2021 to 2023^{(1)(2)(3) ±}**

State	Year	Restaurants at Start of the Year	Restaurants Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Restaurants at End of the Year (4)
	2023	7	0	0	0	0	0	7
VA	2021 <u>2024</u>	2 <u>7</u>	0	0	0	0	0	2 <u>7</u>
<u>VA</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
WV	2021 <u>2024</u>	10 <u>2</u>	0	0	0	0	0	10 <u>2</u>
<u>WV</u>	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
TOTAL	2021 <u>2024</u>	263 <u>10</u>	0	0	0	0	270 <u>270</u>	236 <u>10</u>
TOTAL	2022	236	0	0	0	0	69	167
	2023	167	0	0	0	0	87 <u>87</u>	159 <u>160</u>
	<u>2024</u>	<u>160</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>26</u>	<u>134</u>

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

**Table No. 4
Status of Company-Operated Restaurants
For Years 2022 to 2024⁽¹⁾⁽²⁾**

**Table No. 4
Status of Company-Operated Restaurants
For Years 2021 to 2023⁽¹⁾⁽²⁾**

State	Year	Restaurants at Start of the Year	Restaurants Opened	Restaurants Reacquired from Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at End of the Year
AL	2021 <u>2022</u>	13	0	0	0	0	13
	2022 <u>2023</u>	13	0	0	0	0	13
	2023 <u>2024</u>	13	10 <u>0</u>	0 <u>5</u>	0 <u>2</u>	0	14 <u>16</u>
GA	2021	3	0	0	0	0	3
<u>GA</u>	2022	3	0	0	0	0	3
	2023	3	0	0	0	0	3
IN	2021 <u>2024</u>	13 <u>3</u>	0	0 <u>11</u>	0	0	14 <u>14</u>
<u>IN</u>	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
KY	2021 <u>2024</u>	21 <u>1</u>	0	0	0	0 <u>1</u>	20 <u>0</u>

Table No. 4
Status of Company-Operated Restaurants
For Years 2021 to 2023⁽¹⁾(2)

State	Year	Restaurants at Start of the Year	Restaurants Opened	Restaurants Reacquired from Franchisees	Restaurants Closed	Restaurants Sold to Franchisees	Restaurants at End of the Year
<u>KY</u>	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
MI	2021 <u>2024</u>	1 <u>2</u>	0	0	0	0	1 <u>2</u>
<u>MI</u>	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
MS	2021 <u>2024</u>	4 <u>1</u>	0	0	0	0	4 <u>1</u>
<u>MS</u>	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
NC	2021 <u>2024</u>	3 <u>6</u>	0	0	1 <u>0</u>	0	3 <u>6</u>
<u>NC</u>	2022	35	0	0	0 <u>2</u>	0	35 <u>33</u>
	2023	35 <u>33</u>	0	0	3	0	32 <u>30</u>
OH	2021 <u>2024</u>	2 <u>3</u>	0	0	0	0	2 <u>3</u>
<u>OH</u>	2022	2	0	0	0	0	2
	2023	2	0	0	2	0	0
SC	2021 <u>2024</u>	6 <u>6</u>	0	0	2 <u>0</u>	0	6 <u>4</u>
<u>SC</u>	2022	64	0	0	0	0	64
	2023	64	0	0	1	0	63
TN	2021 <u>2024</u>	5 <u>1</u>	0	2 <u>9</u>	0 <u>4</u>	2 <u>0</u>	7 <u>8</u>
<u>TN</u>	2022	78	0	0	2	0	73
	2023	73	0	0	2	0	71 <u>78</u>
TOTALS	2021 <u>2024</u>	17 <u>9</u>	0	2 <u>9</u>	3	2 <u>0</u>	20 <u>3</u>
<u>TOTALS</u>	2022	203	0	0 <u>3</u>	2 <u>4</u>	0	201 <u>202</u>
	2023	201 <u>202</u>	1	0 <u>1</u>	9	0	193 <u>195</u>
	<u>2024</u>	<u>195</u>	<u>0</u>	<u>19</u>	<u>9</u>	<u>1</u>	<u>204</u>

Status of Company-Operated Dual Concept Restaurants
For Years 2022 to 2024⁽¹⁾(2)*

Status of Company-Operated Dual Concept Restaurants For Years 2021 to 2023⁽¹⁾(2)*							
State	Year	Restaurants at Start of the Year	Restaurants Opened	Restaurants Reacquired from Franchisees	Restaurants Closed	Restaurants Sold to Franchises	Restaurants at End of the Year (3)
AL	2021	4	0	0	0	0	4
<u>AL</u>	2022	4	0	0	1	0	3
	2023	3	0	0	0	0	3
MS	2021 2024	4 3	0	0	0 3	0	4 0
<u>MS</u>	2022	4	0	0	4	0	0
	2023	0	0	0	0	0	0
NC	2021 2024	4 0	0	0	0	0	4 0
<u>NC</u>	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
OH	2021 2024	2 4	0	0	1 4	0	1 0
<u>OH</u>	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
TN	2021 2024	0 1	0	5 0	0 1	0	5 0
<u>TN</u>	2022	5	0	0	5	0	0
	2023	0	0	0	0	0	0
TOTALS	2021 2024	14 0	0	5 0	1 0	0	18 0
TOTALS	2022	18	0	0	10	0	8
	2023	8	0	0	0	0	8
	<u>2024</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>8</u>	<u>0</u>	<u>0</u>

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

Table No. 5
Projected Openings of Hardee's Restaurants
As of January 29, 2024

Table No. 5
Projected Openings of Hardee's Restaurants
As of January 30, 2023

State	Franchise Agreements Signed But Restaurant Not Opened	Projected Franchised Restaurants in Next Fiscal Year	New Company-Operated Restaurants in Next Fiscal Year
Florida	0 1	3 1	0
Georgia	0	2 1	0
Illinois	0	3	0
Indiana Illinois	0 2	2	0
Kentucky Louisiana	0 1	1 0	0
Louisiana North Carolina	0	3 1	0
North Carolina Ohio	0 4	3	0
Ohio	0	7	0
Pennsylvania Tennessee	0 1	1	0
South Carolina	0	2	0
Tennessee Total	0 9	2 9	0 0
Total	0	29	2

NOTES

- (1) The numbers for ~~2021-2023~~ 2022-2024 are as of our fiscal year end. Our fiscal year runs from the Tuesday subsequent to the last Monday in January through the last Monday in January of the next calendar year.
- (2) If multiple events occurred affecting a Hardee's Restaurant, this table shows the event that occurred last in time.
- (3) During the last three fiscal years, we have signed confidentiality agreements with current or former franchisees that may restrict them from speaking openly with you about their experiences with us or our predecessor.
- (4) Attached as Exhibit ~~HG~~ is the name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of the Hardee's franchisees that had a franchised restaurant terminated, canceled or not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement, including in connection with a transfer, during fiscal year ended January ~~30~~ 29, 2023 2024; or that failed to communicate with us within 10 weeks of the application date of this disclosure document. Franchised Dual Concept Restaurants are indicated

by ~~“*”~~ in Exhibit H. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

- (5) Attached as Exhibit ~~H~~ is a list of the addresses and telephone numbers of all Hardee’s and Dual Concept franchised locations and the name of the franchisee for each franchised location as of the end of fiscal year ended January ~~30, 2023~~ 2024.

* * *

The Independent Hardee’s Franchisee Association (“IHFA”) is an independent organization currently comprised of approximately ~~7050~~ Hardee’s franchisees, representing approximately ~~1,551,300~~ franchised Hardee’s Restaurants. IHFA’s contact information is as follows: 4919 Lamar Avenue, Mission, KS 66202; telephone number (913) 387-5624; facsimile number (913) 384-5112; and email address ihfa@ihfa.com. IHFA’s website is www.ihfa.com.

ITEM 21

FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit ~~KJ~~ are the audited combined consolidated financial statements of the CKE Securitization Entities (Carl’s Jr. Restaurants LLC, Carl’s Jr. SPV Guarantor LLC, Carl’s Jr. Funding LLC, Hardee’s Restaurants LLC, Hardee’s SPV Guarantor LLC and Hardee’s Funding LLC), which comprise (1) the combined consolidated balance sheets as of January ~~30, 2023~~ 29, 2024 and January 30, 2023, and the related combined consolidated statements of income, members’ deficit, and cash flows for the fiscal years then ended, and the related notes to the combined consolidated financial statements; and (2) the combined consolidated balance sheets as of January 30, 2023 and January 31, 2022, and the related combined consolidated statements of income, members’ deficit, and cash flows for the fiscal years then ended, and the related notes to the combined consolidated financial statements; ~~and (2) the combined consolidated balance sheets as of January 31, 2022 and January 25, 2021, and the related combined consolidated statements of income, members’ deficit, and cash flows for the fiscal years then ended, and the related notes to the combined consolidated financial statements.~~ Each of the ~~other~~ CKE Securitization Entities (other than HR) has agreed absolutely and unconditionally to guarantee to assume our duties and obligations under the franchise agreements entered into by us, should we become unable to perform our duties and obligations. A copy of those ~~G~~ guarantees ~~is~~ are attached as part of Exhibit ~~KJ~~ to this disclosure document.

Also attached as Exhibit ~~KJ~~ are the audited consolidated financial statements for HR’s indirect corporate parent, CKE Restaurants Holdings, Inc. (“CKR”) (formerly known as CKE Restaurants, Inc.), which comprise (1) consolidated balance sheets as of January 29, 2024 and January 30, 2023 ~~and January 31, 2022~~, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the fiscal years then ended, and the related notes to the consolidated financial statements; and (2) consolidated balance sheets as of January 30, 2023 and January 31, 2022 ~~and January 25, 2021~~, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for the fiscal years then ended, and the related notes to the consolidated financial statements. As noted in Item 1, CKR will be providing required support and services to franchisees under a Management Agreement with us. CKR’s financial statements are being provided for disclosure purposes only. CKR is not a party to any Development Agreement or Franchise Agreement that we sign with franchisees, nor does CKR guarantee our obligations under any Development Agreement or Franchise Agreement that we sign with franchisees.

ITEM 22

CONTRACTS

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

Exhibit C	Development Agreement
Exhibit D	Franchise Agreement (including Guarantee and Assumption, Franchise Information (Appendix A), Weekly Royalty Fee (Appendix B), Franchisee's Advertising and Promotion Obligation (Appendix C), Ownership Interests (Appendix D), Acknowledgement Addendum (Appendix E), Commencement Date Addendum (Appendix F), and Hardee's Lease Addendum (Appendix G)
Exhibit E	Co-Brand Location Addendum
Exhibit FE -1	Software Support Agreement for PAR Brink and CrunchTime
Exhibit FE -2	Star University License Agreement
Exhibit FE -3	OLO Authorized Operator Agreement
Exhibit LK	Development Incentive Program Addendum to Franchise Agreement
Exhibit ML	Renewal Addendum (SLA Renewal, 1975 to SLA Renewal)
Exhibit NM	Confidentiality Agreement
Exhibit ON	Asset Purchase Agreement
Exhibit PO	Sublease

ITEM 23

RECEIPTS

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

EXHIBIT A

LIST OF STATE ADMINISTRATORS

LIST OF STATE ADMINISTRATORS

California:

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

Los Angeles

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

Sacramento

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

San Diego

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

San Francisco

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

Hawaii:

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

Illinois:

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

Indiana:

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

Maryland:

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

Michigan:

Attn: Franchise Section
Michigan Department of Attorney General
Consumer Protection Division
525 W. Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, MI 48909
(517) 373-7117

Minnesota:

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

New York:

First Assistant Attorney General
New York State
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, NY 10005
(212) 416-8235

North Dakota:

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

Oregon:

Administrator
Div. of Finance & Corp. Securities
Department of Consumer & Business
Services, Room 410
350 Winter Street, NE
Salem, OR 97301-3881
(503) 378-4140

Rhode Island:

Deputy Director and Superintendent of
Securities
Department of Business Regulation
Division of Banking and Securities
1511 Pontiac Avenue
John O. Pastore Complex–Bldg. 68-2
Cranston, RI 02920
(401) 462-9585

South Dakota:

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

Virginia:

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

Washington:

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

Wisconsin:

Operations Program Associate
Division of Securities
Bureau of Regulation & Enforcement
Department of Financial Institutions, Suite
300
201 W. Washington Avenue
Madison, WI 53703
(608) 266-8557

EXHIBIT B

AGENTS FOR SERVICE OF PROCESS

AGENTS FOR SERVICE OF PROCESS

Alabama:

Corporation Service Company, Inc.
641 South Lawrence Street
Montgomery, AL 36104

California:

California Commissioner of Financial
Protection & Innovation
Department of Financial Protection &
Innovation
2101 Arena Blvd.
Sacramento, CA 95834

Delaware:

Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Florida:

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

Georgia:

Corporation Service Company
2 Sun Court
Peachtree Corners, GA 30092

Illinois:

Illinois Attorney General
Office of Attorney General
500 South Second Street
Springfield, IL 62706

Illinois Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

Indiana:

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

Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, IN 46204

Kentucky:

Corporation Service Company
421 West Main Street
Frankfort, KY 40601

Maryland:

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, MD 21202

Michigan:

Michigan Department of Commerce
Corporations and Securities Bureau
525 W. Allegan Street
Lansing, MI 48913

CSC – Lawyers Incorporating Service
(Company)
2900 West Road, Suite 500
East Lansing, MI 48823

Minnesota:

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

Mississippi:

Corporation Service Company
109 Executive Drive, Suite 3
Madison, MS 39110

Missouri:

CSC – Lawyers Incorporating Service
Company 221 Bolivar Street
Jefferson City, MO 65101

New York:

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

North Carolina:

Corporation Service Company
2626 Glenwood Avenue, Suite 550
Raleigh, NC 27608

North Dakota:

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

Ohio:

Corporation Service Company
50 West Broad Street, Suite 1330
Columbus, OH 43215

Rhode Island:

Director, Division of Banking and Securities
Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 68-2
Cranston, RI 02920

South Carolina:

Corporation Service Company
508 Meeting Street
West Columbia, SC 29169

South Dakota:

Director
Labor and Regulation Department Division
of Insurance
124 S. Euclid, Suite 104
Pierre, SD 57501

Corporation Service Company
503 South Pierre Street
Pierre, SD 57501

Tennessee:

Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203

Virginia:

Clerk of the State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219

Corporation Service Company
100 Shockoe Slip, 2nd Floor
Richmond, VA 23219

West Virginia:

Corporation Service Company
209 West Washington Street
Charleston, WV 25302

EXHIBIT C

DEVELOPMENT AGREEMENT

HARDEE'S RESTAURANT DEVELOPMENT AGREEMENT

HR-SLA Development Agreement – 5/23
Franchisee (Alpha Code)
Area or DMA – Number of Restaurants
Month, Year
DMS_US.364100981.5

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APPENDIX A -DEVELOPMENT TERRITORY
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APPENDIX C - OWNERSHIP INTERESTS

HARDEE'S RESTAURANT DEVELOPMENT AGREEMENT

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

RECITALS:

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

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

C. HR identifies the System by means of certain trade names, service marks, trademarks, logos, insignias, slogans, emblems, symbols and designs (collectively "Proprietary Marks") which HR has designated or may in the future designate for use with the System. The Proprietary Marks used to identify the System, including the principal Proprietary Marks, may be modified by HR and/or HR Affiliates (defined below) from time to time.

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

E. Certain other HR Affiliates also operate fast service restaurants. (As used in this Agreement, the term "HR Affiliates" includes those entities identified in Item 1 of the Hardee's Franchise Disclosure Document delivered to Developer in connection with this Agreement and as subsequently changed from time to time.)

F. Developer desires to obtain a license, subject to the terms and conditions of this Agreement, to develop franchised System Restaurants in the limited geographic area described in Appendix A ("Development Territory").

G. Developer understands and acknowledges the importance of HR's high and uniform standards of quality, operations and service and the necessity of developing System Restaurants in strict conformity with this Agreement and the manuals designated for use with the System, including the Operation Procedures Manual ("OPM").

H. HR is willing to grant Developer a license to develop System Restaurants in the Development Territory, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of HR granting Developer the right to develop System Restaurants in the Development Territory during the term of this Agreement (“Development Term”), as well as the mutual covenants, agreements and obligations set forth below, the parties agree as follows:

1. GRANT OF DEVELOPMENT RIGHTS

A. Grant

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

B. Development Rights Only

This Agreement is not a license or a franchise agreement. It does not give Developer the right to operate System Restaurants or use the System, nor does this Agreement give Developer any right to license others to operate System Restaurants or use the System. This Agreement only gives Developer the opportunity to enter into Franchise Agreements for the operation of System Restaurants at locations in the Development Territory accepted by HR. Each System Restaurant developed pursuant to this Agreement shall be established and operated only in strict accordance with a separate Franchise Agreement.

C. Forms of Agreement

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

2. LIMITED EXCLUSIVE RIGHTS

The System (including the products sold under the Proprietary Marks) has been developed, and is designed, to function effectively in a wide variety of retail environments, many of which are not practically available to Developer. Accordingly, HR reserves to itself the rights to: **(A)** operate and license others to operate System Restaurants and/or Carl’s Jr. restaurants in the Development Territory that are located in [travel plazas](#), gas stations or convenience stores; **(B)** award national or regional licenses to third parties to sell products under the Proprietary Marks in foodservice facilities primarily identified by the third party’s trademark; **(C)** develop and operate, and license others to develop and operate, restaurants, other than System Restaurants and/or Carl’s Jr. restaurants, in the Development Territory; **(D)** merchandise and distribute products identified by the Proprietary Marks in the Development Territory through any other channel of distribution; **(E)** sell and distribute products identified by the Proprietary Marks in the Development Territory to restaurants other than System Restaurants and/or Carl’s Jr. restaurants, provided those restaurants are not licensed to use the Proprietary Marks in connection with their retail sales; and

(F) operate and license others to operate System Restaurants and/or Carl’s Jr. restaurants in the Development Territory that are located in airports, train stations, bus stations, ~~travel~~toll plazas, stadiums, arenas, convention centers, military facilities, schools, colleges, universities, hospitals, recreational theme parks, business or industrial foodservice venues, venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider, Indian reservations, casinos, “ghost” or “dark” kitchens or any similar captive ~~market~~or non-traditional “brick and mortar” locations (collectively “Captive Market Locations”). With respect to a Captive Market Location in the Development Territory at which HR proposes to license a System Restaurant, if the foodservice operator at the Captive Market Location desires to have a third party operate the System Restaurant, HR shall so advise Developer who may discuss with the foodservice operator operation of the System Restaurant at the Captive Market Location by Developer. This notification to Developer shall not, however, obligate HR to license Developer to operate a System Restaurant at the Captive Market Location, nor shall it bar HR from operating or licensing a third party to operate a System Restaurant at the Captive Market Location.

Except as reserved in the preceding paragraph, HR will not, during the Development Term, operate or license others to operate System Restaurants and/or Carl’s Jr. restaurants in the Development Territory, provided Developer is in compliance with the terms of this Agreement and any other agreements between Developer and HR and/or HR Affiliates and is current on all obligations due HR and/or HR Affiliates. This Section 2 does not prohibit HR from: (1) operating and licensing others to operate, during the Development Term, System Restaurants and/or Carl’s Jr. restaurants at any location outside of the Development Territory; and (2) operating and licensing others to operate, after this Agreement terminates or expires, System Restaurants and/or Carl’s Jr. restaurants at any location, except as otherwise provided in an effective franchise agreement.

The restrictions contained in this Section 2 apply only to HR and to Carl’s Jr. restaurants operated or franchised by an HR Affiliate. Except as otherwise provided in this paragraph, nothing shall prohibit an HR Affiliate from operating or licensing a restaurant at any location in or outside the Development Territory, other than a restaurant in the Development Territory that primarily is identified by the name and mark “Hardee’s” or a Carl’s Jr. restaurant. In addition, the continued operation of any System Restaurants or Carl’s Jr. restaurants in the Development Territory that are open for business as of the date of this Agreement shall not violate the limited exclusive rights granted Developer in this Section 2.

3. DEVELOPMENT SCHEDULE

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

Agreement permitting HR immediately to terminate this Agreement by giving written notice of termination to Developer. **Time is of the essence.**

B. The Initial Franchise Fee for each System Restaurant to be developed under this Agreement will be \$25,000.

C. If, during the Development Term, Developer sells a System Restaurant that was developed pursuant to this Agreement, that System Restaurant will continue to be counted for the purpose of meeting Developer's obligations under the Development Schedule, provided that the sale has been consented to by HR and only so long as that restaurant continues to be operated as a System Restaurant.

D. At Developer's request, HR will permit the Franchise Agreement for any System Restaurant in the Development Territory to be executed by a business entity formed by Developer to develop and operate the System Restaurant ("Affiliated Entity"), provided all of the following conditions are met: **(1)** Developer, the Development Principal (defined in Section 7.F.) or Developer's Continuity Group (defined in Section 7.D.) owns at least 51% of all ownership interests in the Affiliated Entity; **(2)** the Affiliated Entity conducts no business other than the operation of the System Restaurant; **(3)** Developer and the Development Principal and all members of Developer's Continuity Group (if the Development Principal and the members of the Continuity Group have guaranteed Developer's obligations under this Agreement) agree to assume full and unconditional liability for, and agree to perform all obligations, covenants and agreements contained in the Franchise Agreement; and **(4)** all owners of the Affiliated Entity possess a good moral character and meet HR's standards, as determined by HR in its reasonable discretion, and Developer provides HR all reasonably requested information to permit HR to make such a determination.

4. DEVELOPMENT FEE

Developer shall pay HR, at the time this Agreement is signed, a development fee equal to ~~\$15,000~~10,000 for each System Restaurant Developer has agreed to develop in the Development Territory during the Development Term ("Development Fee"). The total amount of the Development Fee paid by Developer is set forth in Appendix B. Developer acknowledges and agrees that the Development Fee is fully earned by HR when paid and it is not refundable. Upon the execution of each Franchise Agreement for each Franchised Restaurant Developer has agreed to develop pursuant to this Agreement, ~~\$15,000~~10,000 of the applicable Development Fee will be credited against the full Initial Franchise Fee due HR upon the execution of such Franchise Agreement.

5. DEVELOPMENT PROCEDURES

A. Developer's Responsibility

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

B. Site Selection Assistance

HR will provide Developer with the following site selection assistance: **(1)** HR's site selection guidelines and, as Developer may request, a reasonable amount of consultation with respect thereto; and **(2)** such ~~on-site~~site evaluation as HR may deem advisable as part of its evaluation of Developer's request for site acceptance. Developer agrees that HR will incur no liability to Developer for site selection

assistance provided by HR, except for gross negligence or willful misconduct. Developer is solely responsible for conducting all such due diligence, investigation and validation with its own third party advisors with respect to a proposed site. HR's consent to a proposed site is simply for purposes of confirming that the site meets HR's then-current site selection criteria.

C. Site Information

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

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

D. Site Acceptance

Within ~~30~~⁴⁵ days after HR's receipt of all documents referenced in this section and any additional information that HR may require, HR shall advise Developer in writing whether it has accepted a particular site; however, HR has no obligation to review any development proposal if Developer or its affiliates are not in full compliance with all agreements with HR or HR Affiliates and not approved for growth by HR. If HR does not respond within that time period, HR shall be deemed not to have accepted the site for a System Restaurant. HR's acceptance or refusal to accept a site for a System Restaurant may be subject to reasonable conditions as determined in its sole discretion. (A site which HR has accepted shall be referred to as an "Authorized Site.")

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

HR-SLA Development Agreement – 5/~~23~~²⁴

Franchisee (Alpha Code)

Area or DMA – Number of Restaurants

Month, Year

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

E. Lease Provisions

If Developer proposes to lease or sublease the Authorized Site, Franchisee shall provide HR with a copy of the proposed lease or sublease prior to its execution. The proposed lease or sublease shall not contain any covenants or other obligations that would prevent Franchisee from performing its obligations under the Franchise Agreement or any provisions that restrict HR from entering onto the Authorized Site as permitted by the Franchise Agreement. The lease or sublease shall include, during the entire term of the lease or sublease including any renewal terms, the terms of the Hardee's Lease Addendum, attached as Exhibit 1.

Neither HR's receipt of the lease or sublease nor any requirement that Franchisee enter into a written modification to the lease or sublease constitutes a warranty or representation by HR of any kind, express or implied, as to the lease or sublease's fairness or suitability or as to Franchisee's ability to comply with its terms, and HR does not assume any liability or responsibility to Franchisee or to any third parties due to its receipt and review of the lease or sublease.

Franchisee shall provide HR with a copy of the fully-executed lease or sublease, including the Hardee's Lease Addendum, (for a term, including renewal terms, for at least the Initial Term of this Agreement), or proof Franchisee has purchased the real property, for the Authorized Site no later than 6 months after the written acceptance of the Authorized Site by HR, but, in any event, prior to the commencement of construction at the Authorized Site.

F. Execution of Agreements

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

G. Delegation

HR has the right, from time to time, to delegate the performance of any portion or all of its obligations and duties under this Agreement to designees, which may be HR's corporate parents, affiliates or agents or independent contractors with which HR has contracted to provide this service.

6. INSURANCE

A. Developer shall be responsible for all loss or damage arising from or related to Developer's development and operation of the System Restaurant, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the System Restaurant. Developer shall, at its sole expense, maintain in full force and effect throughout the term of this Agreement that insurance which Developer determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the System Restaurant which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by Section 12.B. HR, and any entity with an insurable interest designated by HR, shall be an additional insured in such liability policies, except for workers' compensation/employer's liability, and loss payee for property to the extent each has an insurable interest.

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

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

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

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

The required limits set forth in Section 6(1)-(3) above may be satisfied through a combination of Primary and Umbrella/Excess Liability coverage. If satisfied through an Umbrella/Excess Liability coverage, the Umbrella/Excess Liability must be "following form" of the underlying Commercial General Liability, Automobile Liability and Employer's Liability coverages.

(4) Commercial Property insurance that extends coverage on a replacement cost basis for the System Restaurant, business personal property (including electronic equipment, tenant improvements & betterments), and business income and extra expense for a minimum of 12 months or actual loss sustained to cover loss of profits, continuing expenses and loss of rents. Covered causes of loss should be "Special Form" or "All Risk" with coinsurance conditions not less than 80%. Flood insurance is also required for locations that reside in FEMA Flood Zones beginning with the letters "A" or "V." Earthquake insurance is also required for locations that reside in FEMA Seismic Design Categories "E" or "D."

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

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

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

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

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

(2) No insurance policy shall contain a provision that in any way limits or reduces coverage for Developer in the event of a claim by HR or HR Affiliates.

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

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

(5) No insurance policy shall provide for a deductible amount that exceeds \$100,000, unless otherwise approved in writing by HR.

(6) Each insurance policy shall include a waiver of subrogation endorsement in favor of HR and its affiliates.

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

D. All required insurance policies shall be in full force and effect and Developer shall submit to HR evidence of satisfactory insurance and proof of payment therefore no later than the date the first of the following occurs: (1) 30 days prior to the scheduled opening date of the System Restaurant; (2) the date Developer takes possession of the Authorized Site, or (3) the date construction commences at the Authorized Site, if Developer is contractually obligated for the construction. On each policy renewal date thereafter, Developer shall again submit evidence of satisfactory insurance and proof of payment therefor

to HR. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to HR. Upon request, Developer also shall provide to HR copies of all or any policies, and policy amendments and endorsements.

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

F. Should Developer, for any reason, fail to procure or maintain at least the insurance required by this Section 6, as revised from time to time pursuant to the OPM or otherwise in writing, HR shall have the immediate right and authority, but not the obligation, to procure such insurance and charge its cost to Developer. All out-of-pocket costs incurred by HR in obtaining such insurance on behalf of Developer shall be reimbursed to HR by Developer immediately upon Developer's receipt of an invoice therefor.

7. ORGANIZATION OF DEVELOPER

A. Representations

If Developer is a corporation, a limited liability company, a partnership or any other type of organization (collectively, "business entity"), Developer makes the following representations and warranties: **(1)** it is duly organized and validly existing under the laws of the state of its formation; **(2)** it is qualified to do business in the state or states in which the Development Territory is located; **(3)** execution of this Agreement and the development and operation of System Restaurants is permitted by its governing documents; and **(4)** agreements exist among Developer's shareholders, members or partners which provide a mechanism to avoid an impasse among the shareholders, members or partners in the event of a dispute and to provide for the disposition of ownership interests following the death or permanent disability of a shareholder, member or partner; and **(5)** Developer's governing documents shall at all times provide that the activities of Developer are limited to the development and operation of System Restaurants, other restaurants that are franchised by HR or HR Affiliates and those existing restaurant or foodservice operations, if any, which are identified in Appendix B and that no transfer (as referred to in Section 9.A.) of an ownership interest may be made except in accordance with Section 9.

B. Governing Documents

If Developer is a business entity, Developer shall furnish HR with copies of Developer's governing documents and any other corporate documents, books or records that HR may request. When any of these governing documents are modified or changed, Developer promptly shall provide copies to HR. Developer's governing documents must provide that no transfer (as referred to in Section 9.A.) may be made except in accordance with Section 9.

C. Ownership Interests

If Developer is a business entity, Developer must furnish HR with a list of all holders of a direct or indirect ownership interest in Developer and their respective percentage interests. As of the date of this Agreement, all interests in Developer are owned as set forth in attached Appendix C. Developer shall comply with Section 9 prior to any change in ownership interests and shall update Appendix C as changes occur in order to ensure the information contained in Appendix C is true, accurate and complete at all times.

The requirements of this Section 7.C. shall apply only to Developer's Continuity Group (defined in Section 7.D.) if, as of the date of the first franchise-related agreement between Developer and HR or an HR Affiliate, Developer was a publicly-held entity (*i.e.*, an entity that has a class of securities traded on a recognized securities exchange or quoted on the inter-dealer quotation sheets known as the "pink sheets"). If Developer becomes a publicly-held entity after that date, it shall thereafter be required to update Appendix C only with respect to changes in ownership interests of members of the Continuity Group.

D. Continuity Group

If Developer is a business entity, Appendix C lists those persons who HR and Developer have designated as Developer's "Continuity Group." In the event of any change in the Continuity Group or in the ownership interests of any member of the Continuity Group, Developer shall update Appendix C to reflect the change. If Developer is a business entity, the Continuity Group shall at all times own at least 51% of the ownership interests in Developer.

E. Guarantees

The provisions of this Section 7.E. shall not be applicable if this Agreement was initially executed solely by individuals as "Developer" and: **(1)** those individuals continue to be "Developer"; or **(2)** those individuals have assigned this Agreement to a business entity that they control, but have not been released from their obligations under this Agreement, those individuals covenant to remain primarily liable under this Agreement, and those individuals covenant to HR that such assignee entity shall at all times maintain a minimum net worth as reasonably determined by HR.

If requested by HR, in the exercise of its reasonable business judgment, those members of the Continuity Group and their spouses designated by HR shall jointly and severally guarantee Developer's payment and performance under this Agreement and shall bind themselves to the terms of this Agreement pursuant to the attached Guarantee and Assumption of Developer's Obligations. HR reserves the right to require any guarantor to provide personal financial statements to HR from time to time.

If Developer, any guarantor or any parent, subsidiary or affiliate of Developer holds any interest in other restaurants that are franchised by HR or HR Affiliates, the party who owns that interest shall execute (if requested by HR, in the exercise of its reasonable business judgment), concurrently with this Agreement, a form of cross-guarantee to HR and HR Affiliates for the payment of all obligations for such restaurants. For purposes of this Agreement, an affiliate of Developer is any company controlled, directly or indirectly, by Developer or Developer's parent or subsidiary.

F. Development Principal

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

(1) The Development Principal, at all times, shall have an equity ownership interest in Developer. This Section 7.F.(1) shall not apply if Developer was a publicly-held entity or a wholly-owned subsidiary of a publicly-held entity as of the date of the first franchise-related agreement between Developer and HR or an HR Affiliate.

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

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

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

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

(4) If requested by HR, the Development Principal shall successfully complete HR's Franchise Management Training Program and any additional training required by HR.

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

If the Development Principal no longer qualifies as such, Developer shall designate another person to act as Development Principal within 30 days of the date of failing to remain qualified.

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

G. Multi-Unit Development Manager

If Developer is developing System Restaurants in multiple geographic markets, for all markets in which the Development Principal fails to satisfy the requirements of Section 7.F., Developer shall designate and retain an individual to serve as Multi-Unit Development Manager. The Multi-Unit Development Manager shall be under the supervision of the Development Principal. The Multi-Unit Development Manager shall meet all of the following qualifications:

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

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

(3) The Multi-Unit Development Manager shall successfully complete the Franchise Management Training Program and any additional training required by HR.

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

If the Multi-Unit Development Manager no longer qualifies as such, Developer shall designate another person to act as Multi-Unit Development Manager within 30 days of the date of failing to remain qualified.

8. TRANSFERS BY HR

This Agreement shall inure to the benefit of the successors and assigns of HR. HR shall have the right to transfer or assign its interest in this Agreement to any person, persons, partnerships, association or corporation. If HR's assignee assumes all obligations of HR under this Agreement and sends written notice of the assignment so attesting, Developer agrees promptly to execute a release of HR except for any known liabilities incurred by HR prior to the date of such notice, and HR shall not thereafter be under further obligation under this Agreement. Developer agrees that HR will have no liability after the effective date of transfer or assignment for performance of, or any failure to perform, any obligations transferred.

9. TRANSFERS BY DEVELOPER

A. Developer understands and acknowledges that the rights and duties set forth in this Agreement are personal to Developer, and that HR has granted Developer the right to develop System Restaurants in the Development Territory during the Development Term in reliance on Developer's (and Developer's direct and indirect owners') business skill and financial capacity. Developer shall not, without HR's prior written consent, by operation of law or otherwise, sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest in Developer, this Agreement or any other assets pertaining to Developer's operations under this Agreement, nor offer, permit or suffer the same. Unless otherwise specified, as used in this Section 9, if Developer is a business entity, the term "Developer" shall include, collectively and individually, all officers, directors and holders of a beneficial ownership interest of 5% or more of Developer, and of any business entity directly or indirectly controlling Developer. Any purported assignment or transfer not having the written consent of HR shall be null and void and shall constitute a material breach of this Agreement, for which HR may terminate this Agreement without providing Developer an opportunity to cure the breach.

B. HR shall not unreasonably withhold its consent to any transfer referred to in Section 9.A.; provided, however, that prior to the time of transfer:

(1) All of Developer's accrued monetary obligations to HR and HR Affiliates shall have been satisfied.

(2) Developer and all guarantors of Developer's obligations, if any, shall have executed a general release and a covenant not to sue, in a form satisfactory to HR, of any and all claims against HR and HR Affiliates and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement and any other agreements between Developer and HR or HR Affiliates and Developer's operation of all restaurants that are franchised by HR or HR Affiliates. The release to be executed by Developer, with respect to this Agreement, shall include a release of all known and unknown (excluding claims which Developer proves in the applicable forum that HR fraudulently concealed from Developer). With respect to other agreements between Developer and HR or HR Affiliates or Developer's operation of restaurants franchised by HR or HR Affiliates, the release shall be a release of all known claims (excluding claims which Developer proves in the applicable forum that HR fraudulently concealed from Developer).

(3) Developer shall have agreed to remain obligated pursuant to the provisions of Section 11 as if this Agreement had terminated as of the date of the transfer.

(4) Developer shall have paid HR a nonrefundable transfer fee of \$2,500 to cover its administrative expenses in connection with the transfer; however, if the transfer involves System Restaurants in addition to this Agreement, the transfer fee shall be \$2,500 for this Agreement and \$500 for each System Restaurant being transferred in the same transaction.

(5) Developer shall have executed a written agreement, under seal, in a form satisfactory to HR, in which Developer covenants to remain primarily liable under this Agreement and to waive notice of demand, presentment, protest and dishonor, which liability shall not be affected by any extension of time, credit or other indulgence granted to any transferee.

(6) The transferee shall have met HR's then-current criteria for new developers.

(7) Developer and the proposed transferee shall have executed, as directed by HR, in accordance with the next sentence, either an assignment agreement and any amendments to this Agreement deemed necessary or desirable by HR to reflect the transfer or the proposed transferee shall have executed HR's then-current standard form of development agreement for a term ending on the expiration date of this Agreement. The then-current standard form of development agreement shall be executed in all instances, except where the proposed transferee satisfies all of the following: (A) the proposed transferee was a franchisee of System Restaurants as of February 6, 1998; (B) during the preceding 12 months, the proposed transferee has not been in default of any agreement with HR; (C) at the time of the proposed transfer, the transferee is not in a workout or restructuring relationship with HR; and (D) at the time of the proposed transfer, the proposed transferee has fully repaid to HR in cash all monies borrowed from HR. If the proposed transferee satisfies all of preceding criteria, in lieu of an assignment agreement and any amendments to this Agreement, HR may require that the proposed transferee execute HR's then-current form of "St. Louis" development agreement, if such form of agreement is offered by HR as of the date of the proposed transfer.

(8) The transferee and each of the transferee's affiliates that have entered into a development or franchise agreement with HR or HR Affiliates shall be, as of the date of the request for HR's consent to the transfer, in compliance with all obligations to HR or HR Affiliates under those agreements.

C. If a transfer, alone or together with other related previous, simultaneous or proposed transfers, would have the effect of transferring control of this Agreement to a transferee, in addition to the requirements of Section 9.B., HR's consent to the transfer shall be conditioned on the following additional requirements:

(1) The proposed transferee shall be of good moral character and reputation.

(2) The proposed transferee shall have demonstrated to HR's satisfaction, by meeting with HR or otherwise, at HR's option, that the transferee's qualifications meet HR's then current criteria for new developers and franchisees, that it has prior experience in operating a restaurant business and that it has the aptitude and ability to develop and operate and to own or control System Restaurants. For the purposes of determining whether these conditions have been met, the persons and entities included in the term "Developer" as defined for use in this Section 9 shall be considered collectively.

(3) The proposed transferee shall have successfully completed any development and management training required by HR.

(4) If the proposed transferee is a corporation, limited liability company or partnership, HR must receive a copy of the documents specified in Section 7.B. and the proposed transferee shall comply with the other requirements of Section 7.

D. If Developer is an individual or a partnership and desires to transfer this Agreement to a corporation (or limited liability company) formed for the convenience of ownership, the requirements of Section 9.B. shall apply to such a transfer, however, Developer will not be required to pay a transfer fee. Consent by HR also will be conditioned on the following: (1) the corporation (or limited liability company) must be newly organized; (2) prior to the transfer, HR must receive a copy of the documents specified in Section 7.B. and the transferee shall comply with the remaining provisions of Section 7; and (3) Developer must own all voting securities of the corporation (or membership interests of the limited liability company) or, if Developer is more than one individual, each person shall have the same proportionate ownership interest in the corporation (or the limited liability company) as prior to the transfer.

E. In the event of the death or permanent incapacity of any person with an ownership interest in Developer, HR shall not unreasonably withhold its consent to a transfer to any person, persons, partnership or corporation designated by his legal representative, provided, however, that:

(1) The requirements of Section 9.B. and 9.C. shall have been met.

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

(3) In the case of permanent incapacity, the legal representative shall have furnished a certification of a physician designated by HR that Developer has been or will be unable to develop or operate any System Restaurants for a period of 6 months or longer.

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

G. If any person holding a direct or indirect interest in Developer or this Agreement receives a bona fide offer (as determined by HR in its reasonable discretion) from a third party to purchase Developer or this Agreement, Developer shall notify HR in writing, and provide HR a copy, of the offer. HR shall have the right and option, exercisable within 20 days after actual receipt of such written notification and a copy of the offer or receipt of evidence of merchantable title, whichever is later, to give notice to Developer that HR intends to purchase the seller's interest therein on the same terms and conditions offered by the third party, and closing shall be within 60 days of HR's notice of the exercise of its option. In exercising its option, HR shall be entitled to set off any monies owed to HR or HR Affiliates by Developer. Should HR fail to exercise this option and the terms of this offer go unaccepted and thereafter be altered, or should the transaction not be consummated and closed within 6 months with the same third party, HR shall, in each instance, be notified in writing of terms of the offer and shall again have 20 days from the date of actual receipt thereof, or from receipt of evidence of merchantable title, whichever is later to notify Developer that it intends to purchase on such terms. Should HR fail to exercise this option, the terms of this Section 9 shall govern any transfer which may be contemplated.

10. GENERAL RELEASE

Except as set forth at the end of this Section 10, Developer (on behalf of itself and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities) and all individuals who execute this Agreement (each a “Releasor” and collectively, “Releasors”), freely and without any influence, forever release and covenant not to sue HR and its parents, subsidiaries, affiliates, predecessors and successors and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities (collectively, “HR Releasees”), from: **(A)** any and all claims of any nature, whether known or unknown, arising out of, or relating to this Agreement, including claims arising under federal, state and local laws, rules and ordinances; and **(B)** any and all known claims arising out of or relating to all other agreements between any Releasor and any HR Releasee, the operation of System Restaurants by any Releasor and the operation of all other restaurants operated by any Releasor that are or were franchised by HR or its parents, subsidiaries, affiliates or predecessors, including claims arising under federal, state and local laws, rules and ordinances. The foregoing release does not include a release of claims that Developer proves in the applicable forum that HR fraudulently concealed from Developer or claims arising from representations in the Hardee’s Franchise Disclosure Document provided to Developer in connection with this Agreement or any claims arising under any applicable state or federal franchise laws regulating the offer or sale of the franchise for this Agreement as of the date of this Agreement (including without limitation the FTC Rule on Franchising (16 C.F.R. Part 436)).

11. COVENANTS

A. Best Efforts

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

B. Confidentiality

Developer acknowledges and agrees that HR owns all right, title and interest in and to the System. Developer further acknowledges that: **(1)** the System consists of trade secrets and confidential and proprietary information and know-how that gives HR a competitive advantage; **(2)** HR has taken all measures necessary to protect the trade secrets and the confidentiality of the proprietary information and know-how comprising the System; **(3)** all material or other information now or hereafter provided or disclosed to Developer regarding the System is disclosed in confidence; **(4)** Developer has no right to disclose any part of the System to anyone who is not an employee of Developer; **(5)** Developer will disclose to its employees only those parts of the System that an employee needs to know; **(6)** Developer will have a system in place to ensure its employees keep confidential HR’s trade secrets and confidential and proprietary information and, if requested by HR, Developer shall obtain from those of its employees designated by HR an executed Confidential Disclosure Agreement in the form prescribed by HR; **(7)** Developer will not acquire any interest in the System; and **(8)** the use or duplication of any material aspect of the System (as reasonably determined by HR) in any other business would constitute an unfair method of competition, for which HR would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

Developer shall not, during the Development Term or at any time thereafter, communicate or disclose any trade secrets or confidential or proprietary information or know-how of the System to any unauthorized person, or do or perform, directly or indirectly, any other acts injurious or prejudicial to the

Proprietary Marks or the System. Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that HR designates as confidential shall be deemed confidential for purposes of this Agreement.

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

C. Restrictions

(1) Developer acknowledges and agrees that: **(a)** pursuant to this Agreement, Developer will have access to valuable trade secrets, specialized training and confidential information from HR regarding the development, operation, purchasing, sales and marketing methods and techniques of HR and the System; **(b)** the System and the opportunities, associations and experience established and acquired by Developer under this Agreement are of substantial and material value; **(c)** in developing the System, HR has made and continues to make substantial investments of time, technical and commercial research and money; **(d)** HR would be unable adequately to protect the System and its trade secrets and confidential and proprietary information against unauthorized use or disclosure and would be unable adequately to encourage a free exchange of ideas and information among System Restaurants if franchisees or developers were permitted to hold interests in competitive businesses; and **(e)** restrictions on Developer's right to hold interests in, or perform services for, competitive businesses will not hinder its activities.

(2) Accordingly, Developer covenants and agrees that during the Development Term, and for a period of 1 year following its expiration or earlier termination, Developer shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, or other entity:

(a) Divert or attempt to divert any business or customer, or potential business or customer, of any System Restaurant to any competitor, by direct or indirect inducement or otherwise. Developer's advertising for, and operation of, its existing restaurant or foodservice operations, if any, which are identified in Appendix B shall be deemed to not violate the preceding restriction.

(b) Own, maintain, operate, engage in, advise, help, make loans to, or have any interest in, either directly or indirectly, any restaurant business: **(i)** that sells hamburgers or any menu item that comprises at least 10% of sales at System Restaurants operated by HR or HR Affiliates; or **(ii)** whose method of operation or trade dress is similar to that employed in the System. During the Development Term, there is no geographical limitation on this restriction. Following the expiration or earlier termination of the Development Term, this restriction shall apply within the Development Territory, within 2 miles of the border of the Development Territory and within 2 miles of any then-existing System Restaurant, except as otherwise approved in writing by HR. This restriction shall not apply to Developer's existing restaurant or foodservice operations, if any, which are identified in Appendix B, nor shall it apply to other restaurants operated by Developer that are franchised by HR or HR Affiliates.

If any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. If HR files suit to enforce the post-termination portion of these restrictions, the 1-year period shall begin running upon the entry of a final, non-appealable judgment.

D. Modification

HR shall have the right, in its sole discretion, to reduce the scope of any covenant in this Section 11 effective immediately upon Developer's receipt of written notice, and Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 19.

E. Applicability

The restrictions contained in this Section 11 shall apply to Developer and all guarantors of Developer's obligations. In addition, these restrictions shall apply for a 1-year period after any guarantor of Developer's obligations (or, if applicable, their spouses) ceases to be a member of the Continuity Group. The restrictions contained in this Section 11 shall not apply to ownership of less than a 5% legal or beneficial ownership in the outstanding equity securities of any publicly held corporation by Developer or any guarantor of Developer's obligations. The existence of any claim Developer or any guarantor of Developer's obligations may have against HR or HR Affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by HR of the covenants in this Section 11.

12. TERMINATION

A. Grounds for Termination

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

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

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

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

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

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

(6) If execution is levied against Developer's business or property, suit to foreclose any lien or mortgage against the premises or equipment of any System Restaurant developed hereunder is instituted against Developer and is not dismissed within 60 days, or the real or personal property of any

System Restaurant developed hereunder shall be sold after levy thereupon by any sheriff, marshal or constable, HR may terminate this Agreement prior to the actual taking of the property.

(7) There is a material breach of any obligation under Section 11.B. or Section 11.C.(2)(c).

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

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

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

(11) Developer, the Development Principal, any stockholder, member, partner, director or officer of Developer or any member of the Continuity Group is convicted of, or pleads no contest to, a felony charge; a crime involving moral turpitude; or any other crime or offense that is reasonably likely, in the reasonable opinion of HR, to adversely affect HR, HR Affiliates or the System.

(12) Developer, the Development Principal, any member of the Continuity Group, any holder of a legal or beneficial interest in Developer of 10% or more or any affiliate of Developer remains in default beyond the applicable cure period under any other agreement with HR or HR Affiliates, or Developer remains in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to any System Restaurant, or Developer remains in default beyond the applicable cure period with any vendor or supplier to any System Restaurant, or Developer fails to pay when due any taxes or assessments relating to any System Restaurant or its employees, unless Developer is actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

(13) Developer fails or refuses to comply with any other provision of this Agreement or the System and does not correct the failure or refusal within 30 days after receiving written notice of default. If a non-monetary default cannot be corrected within 30 days, Developer shall have that additional time to correct the default as reasonably required (not to exceed 90 days) provided that Developer begins taking the actions necessary to correct the default during the 30-day cure period and diligently and in good faith pursues those actions to completion. Developer will be in default under this Section 12.A.(13) for any failure to materially comply with any of the requirements imposed by this Agreement, the OPM or otherwise in writing, or to carry out the terms of this Agreement in good faith.

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

B. Statutory Limitations

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section,

this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

13. OBLIGATIONS ON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement:

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

B. The limited exclusive rights granted Developer in the Development Territory shall terminate and HR shall have the right to operate or license others to operate System Restaurants anywhere in the Development Territory, except as otherwise provided in an effective franchise agreement.

C. Developer promptly shall return to HR all materials and information furnished by HR or HR Affiliates, except materials and information furnished with respect to a System Restaurant under construction for which there is an effective franchise agreement or a System Restaurant which is open and operating pursuant to an effective franchise agreement.

D. Developer and all persons subject to the covenants contained in Section 11 shall continue to abide by those covenants and shall not, directly or indirectly, take any action that violates those covenants.

E. Developer immediately shall pay HR and HR Affiliates all sums due and owing HR or HR Affiliates pursuant to this Agreement.

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

G. Developer shall furnish HR, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by an authorized officer of Developer) satisfactory to HR of Developer's compliance with Sections 13.A. through 13.E.

H. Developer shall not, except with respect to a restaurant franchised by HR or HR Affiliates which is then open and operating pursuant to an effective franchise agreement or a restaurant under construction that is franchised by HR or HR Affiliates for which there is an effective franchise agreement: **(1)** operate or do business under any name or in any manner that might tend to give the public the impression that Developer is connected in any way with HR or HR Affiliates or has any right to use the System or the Proprietary Marks; **(2)** make use or avail itself of any of the materials or information furnished or disclosed by HR or HR Affiliates under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else; or **(3)** assist anyone not licensed by HR or HR Affiliates to construct or equip a foodservice outlet substantially similar to a System Restaurant.

14. RELATIONSHIP OF THE PARTIES

This Agreement does not create a fiduciary or other special relationship between the parties. Developer is an independent contractor with entire control and direction of the development and operation

of the System Restaurant, subject only to the conditions and covenants established by this Agreement. No agency, employment, or partnership is created or implied by the terms of this Agreement, and Developer is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of HR or HR Affiliates or a joint employer with HR or HR Affiliates. Developer shall have no right or power to, and shall not, bind or obligate HR or HR Affiliates in any way or manner, nor represent that Developer has any right to do so. Developer shall not issue any press releases without the prior written approval of HR.

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

The sole relationship between Developer and HR is a commercial, arms' length business relationship and, except as provided in Section 15, there are no third party beneficiaries to this Agreement. Developer's business is, and shall be kept, totally separate and apart from any that may be operated by HR. In all public records, in relationships with other persons, and on letterheads and business forms, Developer shall indicate its independent ownership of the System Restaurants and that Developer is solely a franchisee of HR.

15. INDEMNIFICATION

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

At Developer's expense and risk, HR may elect to assume (but under no circumstances will HR be obligated to undertake), the defense and/or settlement of any action, suit, proceeding, claim, demand, investigation, inquiry, judgment or appeal thereof subject to this indemnification. Such an undertaking shall, in no manner or form, diminish Developer's obligation to indemnify and hold harmless Indemnitees. HR shall not be obligated to seek recoveries from third parties or otherwise mitigate losses.

B. As used in this Section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; lost profits; reasonable attorneys' fees; expert witness fees; court costs; settlement amounts; and judgments.

16. CONSENTS, APPROVALS AND WAIVERS

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

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

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

17. NOTICES

No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to: **(A)** if to Developer, addressed to Developer at the notice address set forth in Appendix B; and **(B)** if to HR, addressed to HR at its principal offices, current address: 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067 (marked Attn: Kerry Olson, General Counsel) (Email: kolson@ckr.com), with a copy to the Franchise Legal Team (Email: legal@ckr.com). Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt (or first rejection) and may be: **(1)** delivered personally; **(2)** transmitted by electronic mail to the addresses set forth above (or in Appendix B) with electronic confirmation of receipt; **(3)** mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or **(4)** mailed via overnight courier.

18. FORCE MAJEURE

As used in this Agreement, the term "Force Majeure" means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party and any other cause not within the control of the party affected thereby. Developer's inability to obtain financing (regardless of the reason) shall not constitute Force Majeure. If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, the parties shall be relieved of their respective obligations (to the extent that the parties, having exercised best efforts, are

prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt written notice of such Force Majeure event to the other party by setting forth the nature thereof and an estimate as to its duration.

19. ENTIRE AGREEMENT

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

20. SEVERABILITY AND CONSTRUCTION

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

B. Except as otherwise provided in Section 15, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Developer and HR and HR Affiliates and such of their heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

E. Developer agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of HR will have any liability for: (1) any obligations or liabilities of HR relating to or arising from this Agreement; (2) any claim against HR based on, in respect of, or by reason of the relationship between Developer and HR; or (3) any claim against HR based on any alleged unlawful act or omission of HR. This provision does not include a

release of claims arising from representations in the Hardee's Franchise Disclosure Document provided to Franchisee in connection with this Agreement or any claims arising under any applicable state or federal franchise laws regulating the offer or sale of the franchise for this Agreement (including without limitation the FTC Rule on Franchising (16 C.F.R. Part 436)).

21. GOVERNING LAW, FORUM AND LIMITATIONS

A. This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles. Nothing in this Section is intended, or shall be deemed, to make any Tennessee law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

B. Except as provided in Section 21.C., any claim, controversy or dispute arising out of or relating to this Agreement or with respect to a breach of the terms of this Agreement and any other claim, controversy or dispute between the parties shall be submitted to final and binding arbitration before the American Arbitration Association ("AAA") as the sole and exclusive remedy. The arbitration will be governed by the AAA commercial arbitration rules in effect on the date the demand for arbitration is filed and shall be conducted before a panel of one neutral arbitrator with restaurant and franchise experience selected in accordance with the AAA commercial arbitration rules from the AAA's national or regional arbitration lists. The arbitration shall be administered by the AAA office nearest to HR's principal offices at the time the demand for arbitration is filed and all hearings shall take place at that office unless otherwise agreed to by the parties. Any demand for arbitration shall specify the amount of damages sought.

The arbitrators shall have no authority to amend or modify the provisions of this Agreement. The award and decision of the arbitrators shall be conclusive and binding upon all parties thereto and judgment upon the award may be entered in any court of competent jurisdiction, and HR and Developer waive any right to contest the validity or enforceability of the award. HR and Developer agree that each party will provide discovery to the other in the form of document production and up to 2 depositions of the other party (if the other party is any type of entity other than a sole proprietorship, the person(s) with the most knowledge regarding the matters to be arbitrated shall be the deponent(s)) in accordance with the Federal Rules of Civil Procedure. HR and Developer also will obtain the agreement of the arbitrators that: **(1)** the arbitrators shall provide a written ruling, stating in separate sections the findings of fact and conclusions of law on which their ruling is based; and **(2)** their ruling is due not later than 60 days after the final hearing.

C. Notwithstanding anything to the contrary contained in Section 21.B., either party is entitled to file suit in a court of competent jurisdiction for the entry of temporary or preliminary injunctive relief, restraining orders and orders of specific performance, including, without limitation, injunctive relief pertaining to Developer's use of the System and the Proprietary Marks.

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

E. Developer and HR waive, to the fullest extent permitted by law, any right or claim of any punitive or exemplary damages against each other and agree that, in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it. Developer and HR also waive, to

the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits or arbitration proceedings.

F. No right or remedy conferred upon or reserved to HR or Developer by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

22. MISCELLANEOUS

A. Gender and Number

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

B. Captions

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

C. Counterparts

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

D. Time

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

E. Injunctive Relief

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

F. Variations

HR shall have the right, in its sole discretion, to waive, defer, or permit variations from the standards of the System or this Agreement to any developer or prospective developer based on the peculiarities of a particular site, existing building configuration or circumstance, density of population,

business potential, trade area population or any other condition or circumstances. HR shall have the right, in its sole discretion, to deny any such request HR believes would not be in the best interests of the System.

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

If Developer is a resident of one of the states listed in the heading of this Section 22.I (the “Applicable Franchise Registration State”) or a non-resident who is acquiring franchise rights permitting the location of a Franchised Restaurant in the Applicable Franchise Registration State, then the following applies:

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

[\[Signatures on following page.\]](#)

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

**HR:
HARDEE'S RESTAURANTS LLC**

By: _____

Print Name: _____

Title: _____

Date: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

**GUARANTEE AND ASSUMPTION OF DEVELOPER'S OBLIGATIONS
(TO BE EXECUTED ONLY IF SECTION 7.E. IS APPLICABLE)**

In consideration of, and as an inducement to, the execution of the Hardee's Restaurant Development Agreement dated as of _____ ("Agreement") by Hardee's Restaurants LLC ("HR"), entered into with _____ ("Developer"), the undersigned ("Guarantors"), each of whom is a member of Developer's Continuity Group (collectively "Owners") or the spouse of an Owner ("Spouse"), hereby personally and unconditionally: **(1)** guarantee to HR and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and **(2)** agree personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement, including, without limitation, the provisions of Sections 11 and 15.

Owners and Spouses previously have provided HR personal financial information and Owners and Spouses acknowledge that Spouses are executing this Guarantee in order that Owners will meet the financial standards required by HR. Owners and Spouses also waive any rights granted under The Equal Credit Opportunity Act, 15 U.S.C. § 1691, *et seq.*, or similar applicable state law.

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

Each of the undersigned waives: **(a)** acceptance and notice of acceptance by HR of the foregoing undertakings; **(b)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(c)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(d)** any right he may have to require that an action be brought against Developer or any other person as a condition of liability; **(e)** all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Developer arising as a result of the execution of and performance under this Guarantee by the undersigned; **(f)** any law or statute which requires that HR make demand upon, assert claims against or collect from Developer or any

others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Developer or any others prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guarantee; and **(g)** any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: **(i)** his direct and immediate liability under this Guarantee shall be joint and several; **(ii)** he shall render any payment or performance required under the Agreement if Developer fails or refuses punctually to do so; **(iii)** such liability shall not be contingent or conditioned upon pursuit by HR of any remedies against Developer or any other person; **(iv)** such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which HR may from time to time grant to Developer or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Developer to HR or HR Affiliates under the Agreement; and **(v)** monies received from any source by HR for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by HR. In addition, if any of the undersigned ceases to be a member of Developer's Continuity Group prior to termination or expiration of the Agreement, that person (and, if applicable, his/her spouse) agrees that his obligations under this Guarantee shall continue to remain in force and effect unless HR in its sole discretion, in writing, releases that person from this Guarantee. Notwithstanding the provisions of the previous sentence, the obligations contained in Section 11.C. shall remain in force and effect for a period of 1 year after any such release by HR. A release by HR of any of the undersigned shall not affect the obligations of any other Guarantor.

If any of the following events occur, a default ("Default") under this Guarantee shall exist: **(a)** failure of timely payment or performance of the obligations under this Guarantee; **(b)** breach of any agreement or representation contained or referred to in this Guarantee; **(c)** the death of, appointment of a guardian for, dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any of the undersigned; and/or **(d)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any of the undersigned. If a Default occurs, the obligations of the undersigned shall be due immediately and payable without notice.

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

Sections 21.A. through 21.E. of the Agreement are incorporated by reference into this Guarantee and all capitalized terms that are not defined in this Guarantee shall have the meaning given them in the Agreement.

[\[Signatures on following page.\]](#)

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

GUARANTOR(S):

Date: _____

Print

Name: _____

Address

: _____

Date: _____

Print

Name: _____

Address:

Date: _____

Print

Name: _____

Address

: _____

Date: _____

Print

Name: _____

Address

: _____

APPENDIX A

DEVELOPMENT TERRITORY

The Development Territory shall be:

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

APPENDIX B

DEVELOPMENT INFORMATION

1. **Development Fee.** The Development Fee paid by Developer is \$ _____.
2. **Development Schedule.** As of the date of the Development Agreement, Developer and its affiliates operate _____ System Restaurants in the Development Territory (“Existing Restaurants”). During the Development Term, Developer shall develop _____ new System Restaurants in the Development Territory (“New Restaurants”), so that, as of each Opening Date listed below, Developer (and its affiliates) are operating at least the following cumulative number of Existing and New Restaurants:

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

3. **Interests in Other Restaurants.** _____
4. **Developer’s Notice Address.** _____
5. **[HR’s Repurchase Option.** In the event the Development Agreement is entered into as part of an Asset Purchase Agreement where Developer is acquiring company-operated Existing Restaurants from HR, the following shall apply:

HR shall have the right to repurchase the Existing Restaurants and any New Restaurants in the event that Developer is in Material Noncompliance (as defined below) with its obligation with respect to the timely development of any of the first ____ () New Restaurants to be developed under the Development Agreement (the “Repurchase Option”), under the terms set forth in Section ___ of the Asset Purchase Agreement, which are incorporate herein by reference, including without limitation the purchase price . Material Noncompliance shall mean Developer’s failure to obtain site approval for a New Restaurant or open a New Restaurant within one (1) year after the site approval or opening date set forth in Development Schedule under the Development Agreement, or Developer’s admission that it will not be able to develop one or more of the New Restaurants within one (1) year of the scheduled opening date under the Development Agreement. Such one (1) year period shall be extended upon the occurrence of a Force Majeure event as defined in the Development Agreement, but only to the extent such event prevents, hinders or delays Developer’s performance in excess of such one (1) year period. HR shall not be required to provide Developer a notice and cure period prior to exercising the Repurchase Option, and HR’s right to exercise its Repurchase Option shall continue for so long as the Development Agreement remains in Material Noncompliance. Upon the opening of Developer’s _____ () New Restaurant, HR’s Repurchase Option shall terminate.

- [6. **Development Agreement for One Franchised Restaurant Only.** [NOTE: The following

applies if the Development Agreement is for One Franchised Restaurant Only] Developer and HR agree that the Development Agreement is for the development of one Franchised Restaurant only in the Development Territory and as specified in the Development Schedule. Accordingly, any reference to Franchised Restaurants in the Development Agreement shall refer to the single Franchised Restaurant to be developed under the Development Agreement.]

APPENDIX C

OWNERSHIP INTERESTS

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

Name	Address	Ownership Interest

Type of Business Entity: _____

CONTINUITY GROUP AND DEVELOPMENT PRINCIPAL

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

Developer's Development Principal is:

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT D

FRANCHISE AGREEMENT

HARDEE'S RESTAURANT FRANCHISE AGREEMENT

HR-SLA Franchise Agreement – 5/~~23~~24
Franchisee (Alpha Code)
#Unit Number (City, State)
Month, Year
[DMS_US.364121809.2](#)

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HARDEE'S RESTAURANT FRANCHISE AGREEMENT

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

RECITALS:

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

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

C. HR identifies the System by means of certain trade names, service marks, trademarks, logos, insignias, slogans, emblems, symbols and designs (collectively "Proprietary Marks") which HR has designated or may in the future designate for use with the System. The Proprietary Marks used to identify the System, including the principal Proprietary Marks, may be modified by HR and/or HR Affiliates (defined below) from time to time.

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

E. Certain other HR Affiliates also operate fast service restaurants. (As used in this Agreement, the term "HR Affiliates" includes those entities identified in Item 1 of the Hardee's Franchise Disclosure Document delivered to Franchisee in connection with this Agreement and as subsequently changed from time to time.)

F. Franchisee desires to obtain a license to use the System and to continuously operate one System Restaurant ("Franchised Restaurant") at the location specified in attached Appendix A ("Franchised Location"), subject to the terms and conditions of this Agreement and in strict compliance with the standards and specifications established by HR and/or HR Affiliates.

G. Franchisee understands and acknowledges the importance of HR's high and uniform standards of quality, operations and service and the necessity of developing and operating the Franchised Restaurant in strict conformity with this Agreement and the Operation Procedures Manual designated for use with the System ("OPM").

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

AGREEMENT

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

1. GRANT OF FRANCHISE

A. Grant

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

Franchisee agrees that it will at all times faithfully, honestly and diligently perform its obligations under this Agreement, that it will continuously exert its best efforts to promote and enhance the business of the Franchised Restaurant and that it will not engage in any other business or activity that may conflict with its obligations under this Agreement, except the operation of other System Restaurants or other restaurants operated by Franchisee that are franchised by HR or HR Affiliates.

B. Limited Exclusivity

During the term of this Agreement, HR will not operate or license others to operate, within a radius of 1½ miles of the Franchised Location (“Protected Area”), a fast service restaurant that is identified by the name and mark “Hardee’s” (“Hardee’s Restaurant”) and/or a fast service restaurant that is identified by the name and mark “Carl’s Jr.” (“Carl’s Jr. Restaurant”) and/or a fast service restaurant that sells hamburgers or any menu item that comprises at least 10% of sales at System Restaurants operated by HR (“Hamburger Restaurant”). This Section 1.B. does not prohibit HR from: **(1)** operating or licensing others to operate any restaurant, other than a Hardee’s Restaurant, Carl’s Jr. Restaurant and/or a Hamburger Restaurant, or any other business in the Protected Area; and **(2)** operating or licensing others to operate, after this Agreement terminates or expires, Hardee’s Restaurants, Carl’s Jr. Restaurants, Hamburger Restaurants, any other restaurants and/or any other businesses in the Protected Area. In addition, the continued operation of any System Restaurants, Carl’s Jr. Restaurants and/or Hamburger Restaurants in the Protected Area that are open for business as of the date of this Agreement shall not violate the limited exclusive rights granted Franchisee in this Section 1.B.

Notwithstanding the limited exclusivity granted pursuant to this Section 1.B., HR reserves to itself the right to operate and license others to operate restaurants, including Hardee’s Restaurants, Carl’s Jr. Restaurants and/or Hamburger Restaurants, in the Protected Area that are located in airports, train stations, bus stations, travel plazas, toll plazas, stadiums, arenas, convention centers, military facilities, schools, colleges, universities, hospitals, recreational theme parks, business or industrial foodservice venues, venues in which foodservice is or may be provided by a master concessionaire or contract foodservice provider,

Indian reservations, casinos or any similar captive market location not reasonably available to Franchisee (collectively “Captive Market Locations”). With respect to a Captive Market Location in the Protected Area at which HR proposes to license a Hardee’s Restaurant, if the foodservice operator at the Captive Market Location desires to have a third party operate the Hardee’s Restaurant, HR shall so advise Franchisee who may discuss with the foodservice operator operation of the Hardee’s Restaurant at the Captive Market Location by Franchisee. This notification to Franchisee shall not, however, obligate HR to license Franchisee to operate a Hardee’s Restaurant at the Captive Market Location, nor shall it bar HR from operating or licensing a third party to operate a Hardee’s Restaurant at the Captive Market Location.

HR reserves to itself all rights to use and license the System and the Proprietary Marks other than those expressly granted under this Agreement. The limited exclusivity in this Section 1.B. is granted only by HR and does not pertain to or affect any HR Affiliate.

C. Forms of Agreement

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

2. TERM

A. Initial Term

The Initial Term of this Agreement and the Franchise granted by this Agreement shall begin on the date of this Agreement and terminate at midnight on the day preceding the 20th anniversary of the date the Franchised Restaurant first opened for business, unless this Agreement is terminated at an earlier date pursuant to Section 20. HR shall complete and forward to Franchisee a Commencement Date Addendum to memorialize the date the Franchised Restaurant first opened for business in the form attached as Appendix F. Franchisee agrees to operate the Franchised Restaurant continuously during the Initial Term, and, in the event of casualty to the Franchised Restaurant that requires its closure, ~~to~~ [Franchisee must](#) reopen the Franchised Restaurant for business ~~promptly~~ [within six months following the event of casualty unless a different time period is agreed to in writing by HR.](#)

Notwithstanding the foregoing, if, during the term of this Agreement, Franchisee, through no act or failure to act on its part (except the failure to extend the lease for the Franchised Location through the Initial Term of this Agreement), loses the right to possession of the Franchised Location, the Initial Term shall expire as of the date of the loss of the right to possession. However, if the right to possession is lost through no act or failure to act on Franchisee’s part, Franchisee may relocate the Franchised Restaurant (without paying any additional initial franchise fee or transfer fee) at its expense and the Initial Term shall not expire if: **(1)** HR accepts the new location; **(2)** Franchisee constructs and equips a Franchised Restaurant at the new location in accordance with the then-current System standards and specifications; **(3)** a Franchised Restaurant at the new location is open to the public for business within 6 months after the loss of possession of the Franchised Location; and **(4)** Franchisee reimburses HR for all reasonable expenses actually incurred by HR in connection with the acceptance of the new location. Franchisee shall provide HR written notice of any potential or actual taking of the Franchised Location or any of the property used in the operation of the Franchised Restaurant prior to any taking with sufficient time to allow HR to determine how it should proceed in light of such event.

B. Renewal Term

(1) At the expiration of the Initial Term, Franchisee shall have an option to remain a franchisee at the Franchised Location for a Renewal Term of 10 years or, at Franchisee's option, 5 years. Franchisee must give HR written notice of whether or not it intends to exercise its renewal option and the length of the proposed Renewal Term not less than 3 months, nor more than 6 months, before the expiration of the Initial Term. Notwithstanding the foregoing, if Franchisee subleases the Franchised Location from HR, Franchisee must give HR the notice described in the preceding sentence not less than 3 months, nor more than 6 months, before notice of renewal is required to be provided to the landlord under the master lease. Failure by Franchisee to timely provide HR the required notice constitutes a waiver by Franchisee of its option to remain a franchisee beyond the expiration of the Initial Term.

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

(a) Franchisee shall not be in default under this Agreement or any other agreements between Franchisee and HR or HR Affiliates and shall have substantially complied with the terms and conditions of this Agreement and those other agreements.

(b) All monetary obligations owed by Franchisee to HR and HR Affiliates shall have been satisfied prior to renewal and shall have been timely met substantially throughout the Initial Term.

(c) Franchisee shall have made or provided for that renovation and modernization of the Franchised Restaurant as reasonably required by HR, including, without limitation, signs, equipment, furnishings and decor so as to reflect the image of the System for new System Restaurants.

(d) Franchisee shall have demonstrated to HR's reasonable satisfaction that Franchisee has the right to remain in possession of the Franchised Location for the Renewal Term.

(e) Franchisee, all individuals who executed this Agreement and all guarantors of Franchisee's obligations shall have executed a general release and a covenant not to sue, in a form satisfactory to HR, of any and all claims against HR and HR Affiliates and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Franchisee and HR or HR Affiliates and Franchisee's operation of the Franchised Restaurant and all other restaurants operated by Franchisee that are franchised by HR or HR Affiliates. The release to be executed by Franchisee shall include a release of all known and unknown claims except: **(i)** those claims which Franchisee proves in the applicable forum that HR fraudulently concealed from Franchisee; and **(ii)** those claims expressly identified and reserved by Franchisee in a written notice submitted to HR simultaneously with Franchisee's notice of its election to remain a franchisee for the Renewal Term (or within 10 days after the claim arises, if that is later).

(f) Franchisee shall have executed a new franchise agreement for the Renewal Term. The form of renewal franchise agreement shall be the form in general use by HR for System Restaurants (or, if HR is not then granting franchises for System Restaurants, that form of agreement as reasonably specified by HR) and likely will differ from this Agreement, including, but not limited to, provisions relating to the royalty fee, advertising contributions and scope of the Protected Area.

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

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

C. Holdover

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

3. LEASE TERMS

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

4. CONSTRUCTION OF THE FRANCHISED RESTAURANT

A. Restaurant Development

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

Franchisee shall use only registered architects, registered engineers, and professional and licensed contractors.

Franchisee shall submit proposed construction plans, specifications and drawings for the Franchised Restaurant (“Plans”) to HR and shall, upon HR’s request, submit all revised or “as built” Plans during the course of such construction. HR will review the Plans and notify Franchisee within 30 days after HR receives the Plans, or such longer period as HR requires, whether the Plans are approved. HR’s approval shall not be unreasonably withheld. Once HR has approved the Plans and Franchisee has signed each page of the Plans acknowledging the approval and Franchisee’s obligations for compliance, no substantial change shall be made to the Plans without the prior approval of HR, which shall not be unreasonably withheld. If, in the course of construction, any such change in the Plans is contemplated, HR’s approval must first be obtained before proceeding. HR shall approve or disapprove Plan changes within 10 business days after receipt.

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

B. Commencement and Completion of Construction

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

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

Once construction has commenced, it shall continue uninterrupted (except for interruption by reason of events constituting Force Majeure as defined in Section 30) until completed. If events constituting Force Majeure cause a delay in the commencement of construction of the Franchised Restaurant, HR shall proportionately extend the Opening Date for the Franchised Restaurant. Notwithstanding the occurrence of any events, except events constituting Force Majeure, construction shall be completed and the Franchised Restaurant shall be furnished, equipped and shall otherwise be ready to open for business in accordance with this Agreement not later than 18 months after the date of the Property Control Date (“Opening Date”).

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

- (1) Obtain and maintain all required building, utility, sign, health, sanitation, business and other permits and licenses applicable to the Franchised Restaurant.
- (2) Construct all required improvements to the Franchised Location and decorate the exterior and interior of the Franchised Restaurant in compliance with the Plans approved by HR.
- (3) Purchase or lease and install all specified and required fixtures, equipment, furnishings and interior and exterior signs required for the Franchised Restaurant.
- (4) Purchase an opening inventory for the Franchised Restaurant of only authorized and approved products and other materials and supplies.

C. Acquisition of Necessary Furnishings, Fixtures and Equipment

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

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

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

D. Hardware and Software

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

E. Inspection, Cooperation

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

F. Reports

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

G. Limitation of HR's Liability

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

H. Financing

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

I. Franchise Management Training Program

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

J. Final Inspection and Opening Date

Franchisee shall notify HR in writing at least 30 days prior to the date Franchisee expects construction and/or renovation to be completed and a certificate of occupancy to be issued. If requested by HR, Franchisee shall submit a copy of the certificate of occupancy to HR. HR reserves the right, after receiving Franchisee's notice, to conduct a final inspection of the Franchised Restaurant and its premises to determine if Franchisee has complied with this Agreement. HR shall not be liable for delays or loss

occasioned by its inability to complete its investigation and to make a determination within this period. Franchisee shall not open the Franchised Restaurant for business without HR's express written authorization, which will not be granted unless Franchisee has satisfied the conditions contained in Section 5.

5. RIGHT TO OPEN THE FRANCHISED RESTAURANT

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

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

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

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

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

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

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

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

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

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

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

6. FEES

HR-SLA Franchise Agreement – 5/2324
Franchisee (Alpha Code)
#Unit Number (City, State)
Month, Year
[DMS_US.364121809.2](#)

A. Initial Franchise Fee

Franchisee agrees to pay to HR an Initial Franchise Fee in the amount specified in Appendix A. Any Development Fee previously paid by Franchisee to HR with respect to the Franchised Restaurant shall be credited against the Initial Franchise Fee. Franchisee acknowledges and agrees that the Initial Franchise Fee was paid in consideration of HR initially granting this Franchise, it was fully earned at the time paid, and it is not refundable for any reason whatsoever.

B. Royalty Fee

In addition to all other amounts to be paid by Franchisee to HR, Franchisee shall pay HR a nonrefundable and continuing royalty fee in an amount set forth in attached Appendix B for the right to use the System and the Proprietary Marks at the Franchised Location. If any taxes are imposed on HR by reason of its acting as franchisor or licensing the Proprietary Marks under this Agreement, Franchisee shall reimburse HR the amount of those taxes within 30 days after receipt of an invoice from HR.

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

C. Advertising Fees

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

D. Remittance Reports

Franchisee shall submit to HR in writing (or by email, polling by computer or such other form or method as HR may designate), no later than the date specified in Section 6.E., the amount of Gross Sales from the Franchised Restaurant during the preceding period and such other data or information as HR reasonably may require.

E. Payment of Fees

Within 15 calendar days after the end of each calendar month, Franchisee shall pay HR the royalty fee, and the advertising fees required by Section 8, applicable to the Gross Sales for the previous calendar month.

F. Interest

If any payments by Franchisee due to HR are not received by HR by the date due, Franchisee, in addition to paying the amount owed, shall pay HR interest on the amount owed from the date due until paid at the lesser of the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Restaurant is located or 1.5% per fiscal period (as defined by HR from time to time) or portion

of a fiscal period. Payment of interest by Franchisee on past due obligations is in addition to all other remedies and rights available to HR pursuant to this Agreement or under applicable law.

G. Partial Payments

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

H. Collection Costs and Expenses

Franchisee agrees to pay to HR on demand any and all costs and expenses incurred by HR or HR Affiliates in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by Franchisee to HR or HR Affiliates. These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees (including attorneys' fees for in-house counsel employed by HR or HR Affiliates and any attorneys' fees incurred by HR in bankruptcy proceedings), court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

I. Alternate Dates for Payment of Fees

Section 6.E. shall not be applicable if: **(1)** Franchisee defaults in the payment of monies owed to HR under this Agreement; **(2)** HR sends Franchisee a written notice of default for nonpayment; and **(3)** Franchisee fails to cure the default within 10 days after its receipt of the notice of default. In that instance, the provisions of this Section 6.I. automatically shall become operative and Franchisee shall pay HR the royalty fees and advertising fees required by Section 8 as provided below.

Within 10 calendar days after the end of each fiscal week, Franchisee shall pay HR (by check or by such other form or method of cash as HR may designate) the royalty fee, and the advertising fees required by Section 8, applicable to the Gross Sales for the previous fiscal week. Franchisee hereby grants HR a security interest in the assets of the Franchised Restaurant to secure the payment of obligations owed to HR and HR Affiliates in connection with operation of the Franchised Restaurant. If requested by HR, Franchisee shall execute UCC-1 financing statements which HR and/or HR Affiliates may file to perfect this security interest.

Upon receipt of written notice from HR, Franchisee shall pay HR the royalty fee applicable to the Gross Sales and other amounts under this Agreement, including advertising fees and interest charges, by electronic funds transfer. In connection with payment of these fees by electronic funds transfer, HR may designate a day for payment ("Due Date") different than that provided in the preceding paragraph. On each

Due Date, HR will transfer from the Franchised Restaurant's bank operating account ("Account") the amount reported to HR in Franchisee's remittance report or determined by HR by the records contained in the cash registers/computer terminals of the Franchised Restaurant. If Franchisee has not reported Gross Sales to HR for any fiscal period, HR will transfer from the Account an amount calculated in accordance with its estimate of the Gross Sales during the fiscal period. If, at any time, HR determines that Franchisee has underreported the Gross Sales of the Franchised Restaurant, or underpaid the royalty fee or other amounts due to HR under this Agreement, or any other agreement, HR shall initiate an immediate transfer from the Account in the appropriate amount in accordance with the foregoing procedure, including interest as provided in this Agreement. Any overpayment will be credited to the Account effective as of the first reporting date after HR and Franchisee determine that such credit is due.

In connection with payment of the royalty fee by electronic funds transfer, Franchisee shall: **(1)** comply with procedures specified by HR in the OPM; **(2)** perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 6.I.; **(3)** give HR an authorization in the form designated by HR to initiate debit entries and/or credit correction entries to the Account for payments of the royalty fee and other amounts payable under this Agreement, including any interest charges; and **(4)** make sufficient funds available in the Account for withdrawal by electronic funds transfer no later than the Due Date for payment thereof.

Failure by Franchisee to have sufficient funds in the Account shall constitute a default of this Agreement pursuant to Section 20.B.(1). Franchisee shall not be entitled to set off, deduct or otherwise withhold any royalty fees, advertising contributions, interest charges or any other monies payable by Franchisee under this Agreement on grounds of any alleged non-performance by HR of any of its obligations or for any other reason.

If the provisions of this Section 6.I. become operative and, thereafter, Franchisee enters into a workout or restructuring relationship with HR, notwithstanding anything to the contrary contained in this Agreement, this Agreement shall be replaced by that form of franchise agreement then in general use by HR for new franchisees for System Restaurants, which agreement Franchisee shall execute as directed by HR.

7. RECORDKEEPING AND REPORTS

A. Recordkeeping

Franchisee agrees to use computerized cash and data capture and retrieval systems that satisfy the requirements of Section 13.D. and record sales of the Franchised Restaurant electronically or on tape for all sales at or from the Franchised Location. Franchisee shall keep and maintain, in accordance with any procedures set forth in the OPM, complete and accurate books and records pertaining to the Franchised Restaurant sufficient to fully report to HR. Franchisee's books and records shall be kept and maintained using generally accepted accounting principles ("GAAP"), if Franchisee uses GAAP in any of its other operations, or using other recognized accounting principles applied on a consistent basis which accurately and completely reflect the financial condition of Franchisee. Franchisee will preserve all of its books, records and state and federal tax returns for at least 5 years after the later of preparation or filing (or such longer period as may be required by any governmental entity) and make them available to HR within 5 days after written request by HR.

B. Periodic Reports

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

C. Annual Reports

At HR's request, Franchisee shall, at its expense, provide to HR a reviewed profit and loss statement and balance sheet within 90 days after the end of each fiscal year to be signed by Franchisee or by Franchisee's treasurer or chief financial officer attesting that the financial statements present fairly the financial position of Franchisee and the results of operations of the Franchised Restaurant during the period covered. Notwithstanding the foregoing, if Franchisee has audited financial statements prepared, Franchisee shall provide those audited statements to HR in lieu of reviewed statements. HR shall have the right to require that Franchisee, at Franchisee's expense, submit audited financial statements prepared by a certified public accounting firm acceptable to HR for any fiscal year if HR reasonably believes that Gross Sales at the Franchised Restaurant may not have been fully reported.

D. Other Reports

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

E. Public Filings

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

F. Audit Rights

HR and its designees shall have the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy and audit Franchisee's books, records and federal, state and local tax returns, and such other forms, reports, information and data as HR reasonably may designate, applicable to the operation of the Franchised Restaurant. If an inspection or audit discloses an understatement of Gross Sales, Franchisee shall pay HR, within 10 days after receipt of the inspection or audit report, the deficiency in the royalty fees and advertising contributions plus interest (at the rate and on the terms provided in Section 6.F.) from the date originally due until the date of payment. If an inspection or audit is made necessary by Franchisee's failure to furnish reports or supporting records as required under this Agreement,

or to furnish such reports, records or information on a timely basis, or if an understatement of Gross Sales for the period of any audit is determined by any audit or inspection to be greater than 2%, Franchisee also shall reimburse HR for the reasonable cost of the audit or inspection including, without limitation, the charges of attorneys and independent accountants, and the travel expenses, room and board and compensation of its employees or designees involved in the audit or inspection. The foregoing remedies shall be in addition to all other remedies and rights available to HR under this Agreement or applicable law.

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

8. ADVERTISING AND PROMOTION

A. Contributions/Expenditures by Franchisee

During the term of this Agreement, Franchisee shall have an advertising and promotion obligation ("APO") in the amount set forth in Section 8.C. and Appendix C. Following written notice to Franchisee, HR may modify the amount and allocation of the APO subject to the provisions of Section 8.E. Franchisee shall pay, at the same time and in the same manner as the royalty fee, that portion of the APO as HR may direct to the Hardee's National Advertising Fund ("HNAF") in accordance with Section 8.B. The remainder of the APO shall be paid as directed by HR at the same time and in the same manner as the royalty fee and may be paid, as directed by HR, to a Regional Co-op in accordance with Section 8.C., and/or spent by Franchisee for local store marketing ("LSM") in accordance with Section 8.D.

B. Hardee's National Advertising Fund

HR has established, and will maintain and administer, the HNAF for the creation and development of advertising, marketing, [social media](#) and public relations, research and related [programs, gift card and loyalty](#) programs, activities and materials that HR, in its reasonable discretion, deems appropriate. Franchisee shall contribute to HNAF the amount set forth in Appendix C, as subsequently modified pursuant to Section 8.A. System Restaurants operated by HR and HR Affiliates shall contribute to HNAF on the same basis as comparable franchisees. Unless modified in writing by HR, HNAF contributions are due on the ~~first~~[tenth \(10th\)](#) day of each month.

HR or its designee shall direct all advertising, marketing, and public relations programs and activities financed by HNAF, with reasonable discretion over the creative concepts, materials and endorsements used in those programs and activities, and the geographic, market and media placement and allocation of advertising and marketing materials. Franchisee agrees that HNAF may be used among other things to pay the costs of preparing and producing such associated materials and programs as HR or its designee may determine, including [but not limited to](#) video, audio and written advertising materials; employing advertising agencies; sponsorship of sporting, charitable or similar events; administering regional and multi-regional advertising programs, including, without limitation, purchasing direct mail, [in-App support for third party delivery platforms like Doordash](#), and other media advertising and employing advertising agencies to assist with these efforts; and supporting public relations, market research and other

advertising, promotional and marketing activities. From time to time, HR or its designee may furnish Franchisee with marketing, advertising and promotional materials at the cost of producing them, plus any related shipping, handling and storage charges.

HR shall separately account for payments to HNAF but it shall not be required to segregate HNAF funds from its other monies. HR shall not use HNAF funds to defray any of its general operating expenses. HNAF may hire employees, either full-time or part-time, for its administration. HR and HR Affiliates may be reimbursed by HNAF for expenses related to its marketing programs for System Restaurants including, without limitation, conducting market research, preparing advertising and marketing materials, and collecting and accounting for contributions. HR may spend in any fiscal year an amount greater or less than the aggregate contribution of all System Restaurants to HNAF during that year or cause HNAF to invest any surplus for its future use. A statement of monies collected and costs incurred by HNAF shall be prepared annually and shall be furnished to Franchisee within a reasonable period of time following a written request. HR or its designee will have the right to cause HNAF to be incorporated or operated through an entity separate from HR at such time as HR or its designee deems appropriate, and such successor entity shall have all rights and duties of HR pursuant to this Section 8.

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

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

C. Regional Co-op

HR, in its reasonable discretion, may establish a regional advertising and sales promotion cooperative ("Regional Co-op") in the regional area in which the Franchised Restaurant is located ("Designated Market Area" or "DMA"). Franchisee shall be a member of and contribute to the Regional Co-op such amount as is determined from time to time by HR and/or the Regional Co-op, which, as of the date of this Agreement, is the amount specified in Appendix C. The Regional Co-op may be incorporated by HR and will be operated in accordance with its charter, which HR shall have the right to modify from time to time in its reasonable discretion.

HR or its designee shall have the right to terminate (and subsequently restart) the Regional Co-op. Upon termination, all monies in the Regional Co-op shall be spent for advertising and/or promotional purposes. HR or its designee shall have the sole right, but not the obligation, to enforce the obligations of franchisees who are members of the Regional Co-op to contribute to the Regional Co-op and neither Franchisee nor any other franchisees who contribute to the Regional Co-op shall be deemed a third party beneficiary with respect to the Regional Co-op obligations of other franchisees or have any right to enforce the obligation of any franchisee to contribute to the Regional Co-op.

D. Local Store Marketing

Franchisee shall spend for approved LSM, on a monthly basis, the difference between Franchisee's APO and the amount Franchisee contributes to HNAF, a Regional Co-op or some other advertising fund as HR may direct Franchisee to pay. As of the date of this Agreement, that amount is specified in Appendix C. Within 30 days after request by HR, Franchisee shall provide HR copies of all documentation demonstrating the amount and types of LSM expenditures made by Franchisee in the prior fiscal quarter. [Franchisee may not market or advertise in violation of federal laws regulating advertising, such as the CAN-SPAM Act and the TCPA, and applicable state advertising laws.](#)

HR periodically shall advise Franchisee of the advertising and sales promotions authorized by HR. Franchisee's LSM expenditures shall not include payments for items that HR, in its reasonable discretion, deems inappropriate to meet the minimum advertising requirements. As of the date of this Agreement, inappropriate expenditures for which Franchisee cannot spend LSM monies include, without limitation, free or discounted food ([unless expressly authorized by HR in connection with a System or brand promotion](#)), employee incentive programs, charitable contributions, payments in connection with permanent on-premises menu boards, lighting, yellow pages, entertainment discount books, the purchase or maintenance of vehicles and other similar payments.

Local advertising and promotion materials may be purchased from any approved source. If purchased from a source other than HR or HR Affiliates, these materials shall comply with federal and local laws and regulations and with the guidelines for advertising and promotions promulgated from time to time by HR or its designee and shall be submitted to HR or its designee ~~prior to~~ [at least 30 days in advance of](#) first use for approval. HR shall be deemed to have approved such advertising materials if it does not otherwise advise Franchisee within 15 days after its receipt of the advertising. In no event shall Franchisee's advertising contain any statement or material which, in the reasonable discretion of HR, may be considered: (1) in bad taste or offensive to the public or to any group of persons; (2) defamatory of any person or an attack on any competitor; (3) to infringe upon the use, without permission, of any other persons' trade name, trademark, service mark or identification; or (4) inconsistent with the public image of HR, HR Affiliates or the System.

E. Changes in the APO

HR has the right, following written notice to Franchisee, to reallocate the APO and to increase the APO; however, HR will not increase the APO by more than ½% of Gross Sales in any 12-month period. In addition, HR may not increase the APO above 7% of Gross Sales; however, this limitation on HR does not prevent the Franchised Restaurant's Regional Co-op from requiring a contribution, that when added to Franchisee's HNAF contribution, results in a total APO in excess of 7% of Gross Sales.

9. OPERATION PROCEDURES MANUAL

HR will loan to Franchisee during the term of this Agreement one copy of, or provide Franchisee electronic access to, HR's confidential and proprietary OPM that contains information and knowledge that is unique, necessary and material to the System. (As used in this Agreement, the term "OPM" also includes all written correspondence from HR regarding the System, other publications, materials, drawings, memoranda, videotapes, audio tapes, DVDs and CDs that HR from time to time may provide to Franchisee.) The OPM may be supplemented or amended from time to time by letter, email, bulletin, videotapes, audio tapes, CDs, DVDs, software or other communications concerning the System to reflect changes in the image, specifications and standards relating to equipping, furnishing and operating a System Restaurant. HR reserves the right to furnish all or part of the OPM to Franchisee in electronic form or online (including by Intranet) and establish terms of use for access to any restricted portion of HR's web site. Franchisee shall keep its copy of the OPM current and up-to-date with all additions and deletions provided by or on behalf of HR and shall purchase whatever equipment (including, without limitation, a video cassette recorder, computer system, dedicated phone line, facsimile machine, etc.) as may be necessary to receive these communications. If a dispute relating to the contents of the OPM develops, the master copy maintained by HR at its principal offices shall control.

The OPM contains detailed standards, specifications, instructions, requirements, methods and procedures for management and operation of the Franchised Restaurant. The OPM also may relate to the selection, purchase, storage, preparation, packaging, ingredients, recipes, service and sale of all products and beverages sold at the Franchised Restaurant; management and employee training; marketing, advertising and sales promotions; maintenance and repair of the Franchised Restaurant building, grounds, equipment, graphics, signs, interior and exterior decor items, fixtures and furnishings; employee dress attire and appearance standards; menu concept and graphics; and accounting, bookkeeping, records retention and other business systems, procedures and operations. Franchisee agrees at all times to operate the Franchised Restaurant in strict conformity with the OPM; agrees to maintain the OPM at the Franchised Restaurant; agrees not to reproduce the OPM or any part of it; and agrees to treat the OPM as confidential and proprietary and to disclose the contents of the OPM only to those employees of Franchisee who have a need to know.

Even though this Agreement contains provisions requiring Franchisee to operate the Franchised Restaurant in compliance with the System: (1) HR and its affiliates do not have actual or apparent authority to control the day-to-day conduct and operation of Franchisee's business or employment decisions; and (2) Franchisee and HR do not intend for HR or its affiliates to incur any liability in connection with or arising from any aspect of the System or Franchisee's use of the System, whether or not in accordance with the requirements of the OPM.

10. MODIFICATIONS OF THE SYSTEM

A. HR, in its reasonable discretion, shall be entitled from time to time to change or modify the System, including modifications to the OPM, the menu and menu formats, the required equipment, the signage, the building and premises of the Franchised Restaurant (including the trade dress, decor and color schemes), the presentation of the Proprietary Marks, the adoption of new administrative forms and methods of reporting and of payment of any monies owed to HR (including electronic means of reporting and payment) and the adoption and use of new or modified Proprietary Marks or copyrighted materials. Franchisee shall accept and use or display in the Franchised Restaurant any such changes or modifications in the System as if they were a part of the System at the time this Agreement was executed, and Franchisee will make such expenditures as the changes or modifications in the System may reasonably require.

B. Within 30 days after receipt of written notice from HR, Franchisee shall begin selling any newly authorized menu items and cease selling any menu items that are no longer authorized. All food, beverage and merchandise items authorized for sale at the Franchised Restaurant shall be offered for sale under the specific name designated by HR. Franchisee shall establish menu prices in its sole and absolute discretion. If Franchisee has a suggestion for a new menu item or for a change to an authorized menu item or Franchisee desires to participate in a test market program, Franchisee shall provide HR written notice prior to implementation. Franchisee shall not add or modify any menu item or participate in a test market program without first having obtained HR's prior written approval. Franchisee shall acquire any additional equipment and smallwares as HR deems reasonably necessary in connection with new menu items. If HR requires Franchisee to begin offering a new menu item which requires the purchase of additional equipment, a reasonable period of time, as determined in the reasonable discretion of HR, shall be provided for the financing, purchase and installation of any such equipment before such new menu items must be offered for sale at the Franchised Restaurant.

With respect to equipment purchased by Franchisee at the direction of HR to offer a new menu item, if HR requires that Franchisee remove such a piece of equipment less than 5 years after its installation, Franchisee shall receive from HR a credit against the purchase price of the piece of equipment that replaces the piece of equipment being removed or, if Franchisee is not required to replace the piece of equipment, a credit against another piece of equipment to be purchased by Franchisee. The amount of the credit shall be equal to Franchisee's undepreciated book value for the piece of equipment (based on a 5 year straight line depreciation) at the time that piece of equipment is removed.

C. Extensive structural changes, major remodeling and renovations and substantial modifications to existing equipment and improvements to modernize and conform the Franchised Restaurant to the image of the System for new franchised and company restaurants shall be required: [\(i\) as a condition of renewal, \(ii\) as a condition of HR issuing its consent to a proposed transfer as defined further in Section 18 below, or \(iii\)](#) at HR's request (but not more often than every 5 years). Capital expenses necessary for the repair and maintenance of the Franchised Location and modifications required by applicable law or required to abate a hazardous situation are not subject to the time limitations described in the preceding sentence. Within 60 days after receipt of HR's written notice regarding the required modernization, Franchisee shall prepare and complete drawings and plans for the required modernization. These drawings and plans must be submitted to, and their use approved by, HR prior to the commencement of work. Franchisee shall complete the required modernization within the time reasonably specified by HR in its written notice.

D. HR shall have the right, in its reasonable discretion, to waive, defer or permit variations from the standards of the System or the applicable franchise agreement to any franchisee or prospective franchisee based on the peculiarities of a particular site, existing building configuration or circumstance, density of population, business potential, trade area population or any other condition or circumstances. HR shall have the right, in its reasonable discretion, to deny any such request HR believes would not be in the best interests of the System.

E. If Franchisee develops any new concepts, processes or improvements relating to the System, whether or not pursuant to a HR authorized test, Franchisee promptly shall notify HR and provide HR with all information regarding the new concept, process or improvement, all of which shall become the property of HR and which may be incorporated into the System without any payment to Franchisee. Franchisee promptly shall take all reasonable actions deemed necessary or desirable by HR to vest in HR ownership of such concepts, processes or improvements.

11. TRAINING

A. Franchise Management Training Program

HR shall provide Franchisee and those employees hired by Franchisee to fill certain designated positions a Franchise Management Training Program in the operation of a System Restaurant at those times and those places designated by HR. The Franchise Management Training Program will include classroom instruction and training at a designated training facility and/or a designated System Restaurant. Franchisee, the General Manager, a minimum of 6 Shift Leaders and any other employees hired by Franchisee to fill certain designated positions shall attend and satisfactorily complete each element of the Franchise Management Training Program. Franchisee's Operating Principal (as defined in Section 16.G.) also shall attend and satisfactorily complete each element of the Franchise Management Training Program if not previously completed. HR reserves the right to modify or waive the training required based on an individual's or Franchisee's experience.

Franchisee shall not be required to pay HR a tuition fee for any person attending the Franchise Management Training Program unless, in any 12 month period, the number of personnel with a designated position title Franchisee sends to the Franchise Management Training Program exceeds the average attrition rate (for fast service restaurants) for that designated position title. In that instance, HR may charge Franchisee a tuition fee (as established by HR from time to time) for each person with that designated position title attending the Franchise Management Training Program until the number of personnel with that designated position title Franchisee sends to the Franchise Management Training Program in a 12 month period is no more than the average attrition rate (for fast service restaurants) for that designated position title. Franchisee will be required to pay all travel, living and other expenses incurred by Franchisee's employees while attending the training. HR reserves the right to dismiss from the Franchise Management Training Program any person whom HR does not believe will perform acceptably in the position for which he has been hired by Franchisee and Franchisee shall provide a suitable replacement within one month of such dismissal.

Franchisee may establish its own training facility (which may be a System Restaurant) to conduct the Franchise Management Training Program; however, Franchisee may offer the Franchise Management Training Program at its training facility only after the facility has been certified by HR. HR may periodically visit the training facility to ensure that it continues to meet HR's standards and HR may revoke its certification if the training facility ceases to meet those standards.

B. Other Training

HR shall have the right (which may be exercised at any time and in HR's reasonable discretion) to require that Franchisee, Franchisee's owners, the Operating Principal, the General Manager and any other employees hired by Franchisee to fill certain designated positions take and successfully complete other training courses in addition to the Franchise Management Training Program. HR reserves the right to require Franchisee to pay a tuition fee for these additional training programs as established by HR from time to time. Franchisee will be required to pay all travel, living and other expenses incurred by Franchisee's employees while attending the training.

These other training courses include, but are not limited to, food safety certification programs offered through the American National Standards Institute or its successor. Franchisee shall maintain at the Franchised Restaurant all certificates of completion for these food safety certification programs and, if required by applicable law, display the certificates at the Franchised Restaurant.

C. Training by Franchisee

Franchisee shall conduct such initial and continuing training programs for its employees as HR may require, and Franchisee shall ensure that all of its employees have been trained in the proper operation of the Franchised Restaurant.

12. ADDITIONAL SERVICES BY HR

In addition to the services described elsewhere in this Agreement, during the term of this Agreement, HR shall make the following services available to Franchisee:

A. Pre-Opening Assistance

HR shall provide consultation and advice to Franchisee as HR deems appropriate at no additional cost with regard to construction or renovation and operation of the Franchised Restaurant, building layout, furnishings, fixtures and equipment plans and specifications, employee selection and training, purchasing and inventory control and those other matters as HR deems appropriate.

B. Opening of the Franchised Restaurant

Upon Franchisee's reasonable request, or at HR's discretion, HR shall provide assistance in opening the Franchised Restaurant and in training Franchisee's employees as HR deems appropriate in light of Franchisee's needs and the availability of HR personnel. HR has the right to charge Franchisee a fee for the opening training support team depending on the level of support needed to open the Franchised Restaurant (as determined by HR).

C. Post-Opening Assistance

HR periodically, as it deems appropriate, shall advise and consult with Franchisee in connection with the operation of the Franchised Restaurant. HR, as it deems appropriate, shall provide to Franchisee its knowledge and expertise regarding the System and pertinent new developments, techniques and improvements in the areas of restaurant design, management, food and beverage preparation, sales promotion, service concepts and other areas. HR may provide these services through visits by HR representatives to the Franchised Restaurant or Franchisee's offices, the distribution of printed or filmed material, meetings or seminars, telephone communications or other communications.

Even though this Agreement contains provisions requiring Franchisee to operate the Franchised Restaurant in compliance with the System: **(1)** HR and HR Affiliates do not have actual or apparent authority to control the day-to-day conduct and operation of Franchisee's business or employment decisions; **(2)** Franchisee and HR do not intend for HR or HR Affiliates to incur any liability in connection with or arising from any aspect of the System or Franchisee's use of the System, whether or not in accordance with the requirements of the OPM, except where Franchisee is acting in full compliance with a directive from HR; and **(3)** Franchisee will be solely responsible for: **(a)** hiring, training and supervising efficient, competent and courteous employees of good character for the operation of the Franchised Restaurant; **(b)** the terms of their employment and compensation; and **(c)** the proper training of the employees in the operation of the Franchised Restaurant.

D. HR Right to Inspect the Franchised Restaurant

To determine whether Franchisee and the Franchised Restaurant are in compliance with this Agreement and with all specifications, quality standards and operating procedures prescribed by HR for the operation of System Restaurants, HR or its designees shall have the right at any reasonable time and without prior notice to Franchisee to: **(1)** inspect the Franchised Location; **(2)** observe, photograph and videotape the operations of the Franchised Restaurant for such consecutive or intermittent periods as HR deems necessary; **(3)** remove samples of any food and beverage product, material or other products for testing and analysis (without paying for the samples); **(4)** discuss operations of the Franchised Restaurant with personnel of the Franchised Restaurant; **(5)** interview customers of the Franchised Restaurant; and **(6)** inspect and copy any books, records and documents relating to the operation of the Franchised Restaurant or, upon the request of HR or its designee, require Franchisee to send copies thereof to HR or its designee. Franchisee agrees to cooperate fully with HR or its designee in connection with any such inspections, observations, videotaping, product removal and interviews. Franchisee shall take all necessary steps to immediately correct any deficiencies detected during these inspections, including without limitation ceasing further sale of unauthorized menu items and ceasing further use of any equipment, advertising materials or supplies that do not conform with HR's standards and requirements. If HR deems such deficiencies to create an imminent health hazard to Franchisee's customers, it may direct Franchisee to temporarily close the Franchised Restaurant until all hazards are corrected to HR's satisfaction pursuant to HR's Closure Policy, as amended from time to time. Franchisee shall present to its customers such evaluation forms as are periodically prescribed by HR and shall participate and/or request its customers to participate in any surveys performed by or on behalf of HR as HR may direct. Franchisee will reimburse HR for all costs related to the Franchised Restaurant associated with any and all of these inspections and related activities set forth above.

E. Delegation

HR has the right, from time to time, to delegate the performance of any portion or all of its obligations and duties under this Agreement to designees, which may be HR's corporate parents, affiliates or agents or independent contractors with which HR has contracted to provide this service.

13. PERFORMANCE STANDARDS AND UNIFORMITY OF OPERATION

Products sold and services performed under the Proprietary Marks have a reputation for quality. This reputation has been developed and maintained by HR, and it is of the utmost importance to HR, Franchisee and all other franchisees of HR that this reputation be maintained. In recognition of the mutual benefits that come from maintaining the reputation for quality enjoyed by the System, Franchisee covenants and agrees, with respect to the operation of the Franchised Restaurant, that Franchisee and its employees shall comply with all of the requirements of the System as set forth in the OPM or otherwise, and Franchisee additionally shall comply with the following:

A. Standards, Specifications and Procedures

Franchisee acknowledges that each and every detail of the appearance, layout, decor, services and operation of the Franchised Restaurant is important to HR and other System Restaurants. Franchisee agrees to cooperate with HR by maintaining these high standards in the operation of the Franchised Restaurant. Franchisee further agrees to comply with all System specifications, recipes, standards and operating procedures (whether contained in the OPM or any other written communication to Franchisee) relating to the appearance, function, cleanliness and operation of a System Restaurant, including, but not limited to: **(1)** type, quality, taste, weight, dimensions, ingredients, uniformity, manner of preparation, and sale of all food products and beverages sold at the Franchised Restaurant and all other products used in the packaging

and sale of those products and beverages; (2) sales and marketing procedures and customer service; (3) advertising and promotional programs; (4) layout, decor and color scheme of the Franchised Restaurant; (5) appearance and dress of employees; (6) safety, maintenance, appearance, cleanliness, sanitation, standards of service, and operation of the Franchised Restaurant; (7) submission of requests for approval of brands of products, supplies and suppliers; (8) use and illumination of signs, posters, displays, standard formats and similar items; (9) identification of Franchisee as the owner of the Franchised Restaurant; (10) types of fixtures, furnishings, equipment, smallwares and packaging; and (11) the make, type, location and decibel level of any game, entertainment or vending machine. Mandatory specifications, standards and operating procedures that HR prescribes from time to time in the OPM or otherwise communicates to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth in this Agreement.

B. Approved Products, Distributors and Suppliers

Franchisee acknowledges that the reputation and goodwill of System Restaurants are based upon, and can only be maintained by, the sale of distinctive, high quality food products and beverages, and the presentation, packaging and service of such products and beverages in an efficient and appealing manner. Franchisee shall at all times maintain an inventory of, and sell in the ordinary course of business, approved food products, beverages, ingredients and other products sufficient in quality and variety to realize the full potential of the Franchised Restaurant. HR may develop certain proprietary food products that will be prepared by or for HR according to HR's proprietary special recipes and formulas. HR also has developed standards and specifications for other food products, ingredients, seasonings, mixes, beverages, materials and supplies incorporated or used in the preparation, cooking, serving, packaging and delivery of prepared food products authorized for sale at System Restaurants.

Franchisee agrees to purchase those food products developed by HR pursuant to a special recipe or formula only from HR, an HR Affiliate or a third party designated and licensed by HR to prepare and sell such products. Franchisee agrees to purchase inventory, advertising materials, and other products and materials required for the operation of the Franchised Restaurant solely from manufacturers, distributors, vendors and suppliers (collectively "suppliers") who demonstrate, to the continuing reasonable satisfaction of HR, the ability to meet HR's reasonable standards and specifications for such items; who possess adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; and who have been approved in writing by HR and not thereafter disapproved. If Franchisee desires to purchase any items from an unapproved supplier, Franchisee shall submit to HR a written request for such approval, or shall request that the supplier do so. HR's approval shall not be unreasonably withheld. Approval of a supplier, however, may be conditioned on requirements relating to the frequency of delivery, reporting capabilities, standards of service, including prompt attention to complaints, or other criteria, and concentration of purchases, and may be temporary pending a further evaluation of such supplier by HR. HR shall have the right to require, as a condition of its approval, that its representatives be permitted to inspect the supplier's facilities, and that samples from the supplier be delivered, at HR's option, either to HR or to an independent, certified laboratory designated by HR for testing prior to granting approval. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee. HR reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier and to revoke its approval upon its failure to continue to meet any of the foregoing criteria. HR also reserves the right to reasonably limit the number of approved suppliers so as to obtain lower prices and/or the best advertising support and/or service.

HR may negotiate contracts with suppliers pursuant to which System Restaurants may purchase products and materials used in the operation of System Restaurants.

C. Menu Boards and Formats

HR shall have the right to prescribe, and subsequently vary (but not more than every 3 years), one or more menu boards and formats to be utilized in the Franchised Restaurant. The menu boards and formats may include requirements concerning organization, graphics, product descriptions, illustrations and other matters (except prices) related to the menu. Prescribed menu boards and formats may vary depending on region, market size or other factors deemed relevant by HR. If any menu board and format utilized by Franchisee ceases to be an authorized menu board and format, Franchisee shall have a reasonable period of time (not to exceed 6 months) to discontinue use of the old menu board and format and begin using an authorized menu board and format.

D. Hardware, Software, and Security

Franchisee agrees to procure and install such data processing equipment, computer hardware, required dedicated telephone and power lines, modems, printers and other computer-related accessory or peripheral equipment necessary to permit HR to receive from Franchisee, within the time periods required by this Agreement or otherwise by HR, that information and in that format/medium as reasonably specified and required by HR. Franchisee shall determine the hardware and software that Franchisee must install or purchase, and other activities that it must accomplish, to timely, fully and accurately communicate such information to and with HR. To ensure full operational efficiency and communication capability between HR's computers and those of all System Restaurants, Franchisee agrees, at its expense, to keep its computer system in good maintenance and repair, make additions, changes, modifications, substitutions and replacements to its computer hardware, software, telephone and power lines and other computer-related facilities as may be necessary to accomplish the same. In addition, Franchisee shall comply with Point to Point Credit Encryption Standards ("P2PE") and the Payment Card Industry Data Security Standard ("PCI DSS") at all times and engage any vendor that HR designates to ensure the security of Franchisee's data and compliance with P2PE and PCI DSS. Franchisee must maintain continuous compliance and attest annually by providing a completed and signed PCI Attestation of Compliance (AOC) to HR.

Franchisee agrees to utilize administrative, physical, and technical safeguards designed to protect systems and data from unauthorized access, disclosure, acquisition, destruction, use, or modification that are consistent with industry standards and best practices. Franchisee further agrees to adhere to any applicable law relating to data security. In the event of a suspected or actual data breach, Franchisee will notify HR within 24 hours of becoming aware of the actual or suspected data breach and provide timely updates and information when requested by HR. Franchisee will comply with industry standards and best practices regarding breach reporting and notification obligations and take all necessary and appropriate corrective action to remedy the data breach, prevent a recurrence of such a breach, and avoid and/or prevent any further loss or damage arising from the data breach.

E. Upkeep of the Franchised Restaurant

Franchisee shall constantly maintain and continuously operate the Franchised Restaurant and all furniture, fixtures, equipment, furnishings, floor coverings, interior and exterior signage, the building interior and exterior, interior and exterior lighting, landscaping and parking lot surfaces in first-class condition and repair in accordance with the requirements of the System, including all ongoing necessary redecorating, refurbishing and repairs. In addition, Franchisee shall promptly and diligently perform all necessary maintenance, repairs and replacements to the Franchised Restaurant as HR may prescribe from time to time including periodic interior and exterior painting; resurfacing of the parking lot; roof repairs; and replacement of obsolete or worn out signage, floor coverings, furnishings, equipment and decor.

Franchisee shall not make any material alterations to the Franchised Restaurant that affect operations or the image of the System without HR's prior written approval. Franchisee acknowledges and agrees that the requirements of this Section are both reasonable and necessary to ensure continued public acceptance and patronage of System Restaurants, to assist the Franchised Restaurant to compete effectively in the marketplace and to avoid deterioration or obsolescence of the operation of the Franchised Restaurant.

If the Franchised Restaurant is leased or subleased and the lease/sublease is renewed or extended (or a new lease/sublease is executed) during the Initial Term of this Agreement, Franchisee shall exercise good faith efforts to obtain the landlord's consent to inclusion of the lease provisions set forth in HR's Lease Addendum pursuant to Section 3 of this Agreement.

F. Maximum Operation of the Franchised Restaurant

During the term of this Agreement, Franchisee shall use the Franchised Location solely for the operation of the Franchised Restaurant and shall maintain sufficient inventories, adequately staff each shift with qualified employees and continuously operate the Franchised Restaurant at its maximum capacity and efficiency for the minimum number of days and hours set forth in the OPM (subject to the requirements of local laws and licensing requirements).

Franchisee shall immediately resolve any customer complaints regarding the quality of food or beverages, service and/or cleanliness of the Franchised Restaurant or any similar complaints. When any customer complaints cannot be immediately resolved, Franchisee shall use best efforts to resolve the customer complaints as soon as practical and shall, whenever feasible, give the customer the benefit of the doubt. If HR, in its reasonable discretion, determines that its intervention is necessary or desirable to protect the System or the goodwill associated with the System, or if HR, in its reasonable discretion, believes that Franchisee has failed adequately to address or resolve any customer complaints, HR may, without Franchisee's consent, resolve any complaints and charge Franchisee an amount sufficient to cover HR's reasonable costs and expenses in resolving the customer complaints, which amount Franchisee shall pay HR immediately on demand.

G. Franchised Restaurant Management and Personnel

The Franchised Restaurant shall at all times be under the on-site supervision of one of the following designated individuals, who must meet, to the satisfaction of HR, HR's applicable training qualifications for their designated position: the Operating Principal, a Multi-Unit Manager, a restaurant manager, or, for specific, limited periods of time as authorized by HR, a Shift Leader. Franchisee must, at all times, employ for the Franchised Restaurant at least one General Manager and a sufficient number of employees who have successfully completed the Franchise Management Training Program to ensure that the Franchised Restaurant operates in accordance with the System. If at any time Franchisee ceases to employ the required number of trained personnel, Franchisee has 30 days (from the date on which Franchisee has less than the required number of trained personnel) to hire and enroll replacement personnel in the Franchise Management Training Program.

Franchisee, Franchisee's Operating Principal or, if applicable, the Multi-Unit Manager shall remain active in overseeing the operations of the Franchised Restaurant, including without limitation regular, periodic visits to the Franchised Restaurant and sufficient communications with HR to ensure that the Franchised Restaurant's operations comply with HR's operating standards as defined in the OPM or otherwise in writing.

Franchisee shall hire, and at all times employ, a sufficient number of trained employees for the Franchised Restaurant and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of the Franchised Restaurant, in human resources and customer relations. Franchisee shall establish at the Franchised Restaurant a training program for all employees that meets the standards prescribed by HR.

Franchisee shall employ only suitable persons who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of HR, HR Affiliates and the System and, while on duty, comply with the dress attire, personal appearance and hygiene standards set forth in the OPM. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to all customers and fellow employees of the Franchised Restaurant.

H. Signs and Logos

Subject to local ordinances, Franchisee shall prominently display in and upon the land and buildings of the Franchised Restaurant interior and exterior signs and logos using the name "Hardee's", and those other names, marks, advertising signs and logos, of such nature, form, color, number, location and size, and containing that material as HR reasonably may from time to time direct. Franchisee shall not display in or upon the Franchised Location any sign, logo or advertising media of any kind to which HR objects.

I. Amusement Equipment

Franchisee shall not permit at the Franchised Restaurant any juke box, vending or game machine, gum machine, game, ride, gambling or lottery device, coin or token operated machine or any other music, film or video device not authorized by HR.

J. Compliance with Laws and Good Business Practices

Franchisee shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the Franchised Restaurant. It is Franchisee's sole and absolute obligation to research all applicable federal, state and local laws and regulations governing the operation of the Franchised Restaurant and to ensure that such operation does not violate any federal, state or local law or regulation. For example, there are various federal laws that could affect the Franchised Restaurant and Franchisee must comply with such as the American with Disabilities Act (ADA), the CAN-SPAM Act, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rule (TSR), and other federal and state anti-solicitation laws regulating marketing phone calls; and federal and state laws that regulate data security and privacy (including but not limited to the use, storage, transmission, and disposal of data regardless of media type). Franchisee must investigate these laws to understand your potential legal obligations. Further, Franchisee shall operate the Franchised Restaurant in full compliance with all applicable laws, ordinances and ~~regulations including, without limitation, all laws or~~ regulations governing or relating to the handling of food products, immigration and discrimination, occupational hazards and health insurance, employment laws, including, without limitation, worker's compensation insurance, unemployment insurance, and the withholding and payment of federal and state income taxes, social security taxes and sales taxes. All advertising and promotion by Franchisee shall be completely factual and shall conform to the highest standards of ethical advertising. Franchisee shall, in all dealings with Franchisee's customers, suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice that

may be injurious to the goodwill associated with the Proprietary Marks or the business of HR, HR Affiliates, the System or other restaurants operated or franchised by HR or HR Affiliates.

Franchisee shall notify HR in writing within 5 days after the commencement of: (1) any action, suit or proceeding, or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of Franchisee or the Franchised Restaurant; or (2) of any notice of violation of any law, ordinance or regulation relating to health or sanitation at the Franchised Restaurant.

K. Custonsumer Information

Franchisee may only use Consumer Information (as defined below) to the extent necessary to perform Franchisee's obligations under this Agreement during the term hereof and subject to such instructions and restrictions as HR may from time to time impose and in compliance with all data privacy, security and other applicable laws. "Custonsumer Information" means any ~~contact information~~ identifiers (including name, address, phone ~~and fax~~ numbers, usernames, birthdates and e-mail addresses), sales, transaction, loyalty and payment history, and all other information about ~~any~~ or related to any customer or prospective customer, including any information deemed "personal information" or "personal data" under applicable law. As used in this Agreement, the term "customer" refers to any person or entity (i) whose information is collected by any HR system or application or included in any consumer or customer database, file or system owned or controlled by HR, its parent, subsidiary or affiliate companies; (ii) who is included on any marketing or customer lists Franchisee develops or uses or any customer information generally collected and saved for any reason; (iii) who has purchased ~~or~~ purchases or intends to purchase products or services online, through an HR application, or at the Franchised Restaurant; or ~~(iii)~~ iv whom you have has been solicited to purchase any products or services at the Franchised Restaurant. HR may use the Consumer Information as HR deems appropriate, including sharing it with HR's affiliates.

HR owns all Custonsumer Information and may use the Custonsumer Information as it deems appropriate (subject to applicable law), including disclosing it to vendors or sharing it with ~~HR's~~ its affiliates for cross-marketing or other purposes. Franchisee may only use Custonsumer Information for the purpose of operating the Franchised Restaurant to the extent permitted under this Agreement, including the OPM, during the term hereof and subject to such restrictions as HR may from time to time impose and in compliance with all data privacy, security and other applicable laws. Without limiting the foregoing, Franchisee agrees to comply with applicable law in connection with ~~its~~ Franchisee's collection, processing, storage ~~disclosures~~ and ~~Franchisee's use and HR's~~ use of such Custonsumer Information, including, if required under applicable law, obtaining consents from ~~Customers to~~ individuals for HR's and its affiliates' use of the Custonsumer Information. Franchisee must comply with all laws and regulations relating to data protection, privacy and security, including data breach response requirements ("Privacy Laws(s)"), as well as data privacy and security policies, procedures and other requirements HR may periodically establish. Franchisee must maintain reasonable, appropriate, and effective security controls to preserve the security, integrity, availability, confidentiality, and resilience of Consumer Information. Franchisee must notify HR immediately of any suspected data breach at or in connection with the Franchised Restaurant or the business operated at the Franchised Restaurant. Franchisee must fully cooperate with HR and its counsel in determining the most effective way to meet HR's standards and policies pertaining to Privacy Laws ~~within the bounds of applicable law, including those governing notification of a data breach.~~ Franchisee is responsible for any financial losses it incurs or remedial actions that it must take as a result of breach of security or unauthorized access to Custonsumer Information in ~~its~~ Franchisee's control or possession.

~~If any federal or state Privacy Law, including the California Consumer Privacy Act (“CCPA”), as revised by the California Consumer Privacy Rights Act (“CPRA”), Cal. Civ. Code § 1798.100, et seq., and any related regulations applies to the operation of the Franchised Restaurant, whenever and to the extent Franchisee operates as a “Service Provider” or “Contractor” under the CCPA, a data processor, or in a similar capacity under any federal or state Privacy Law, Franchisee represents and warrants that:~~

Without limiting the foregoing, Franchisee represents, warrants, and covenants that:

~~(1) Except for the purpose of operating the Franchised Restaurant in accordance with this Agreement, including the OPM, Franchisee will not retain, use, combine or disclose any Customer Information.~~

- (1) (2) Franchisee will not “sell,” or “share, make available or otherwise disclose any” (as defined under any Privacy Law) any Consumer Information or make Consumer Information available to any third party for valuable consideration or for the purpose of performing cross-context behavioral advertising.;
- (2) Franchisee will retain, use, or disclose Consumer Information only for the specific business purposes specified in this Agreement, and not for any other commercial or noncommercial purpose;
- (3) Franchisee will not retain, use, or disclose Consumer Information outside of the direct business relationship between Franchisee and HR.;
- (4) Franchisee will ~~delete any~~ not combine Consumer Information ~~upon HR’s request unless Franchisee can prove that such request is subject to an exception~~ received from or on behalf of HR with personal information received from another source or collected from Franchisee’s interactions with a consumer outside the operation of the Franchised Restaurant, except as specifically allowed under applicable Privacy Law.;
- (5) Franchisee shall not allow any person or entity (other than Franchisee’s direct employees) to process Consumer Information without the express prior approval of HR, and any such subcontracting shall be performed strictly in accordance with a written agreement that imposes obligations on such subcontractor that are at least as restrictive as those imposed on Franchisee under this Agreement. Franchisee shall be liable for the acts and omissions of all such subcontractors to the same extent Franchisee would be liable if performing the services of each subcontractor directly under the Agreement;
- (6) When required by applicable Privacy Law, HR will inform Franchisee of any consumer request (e.g., deletion, correction, access, and opt-out) that requires Franchisee’s compliance and will provide Franchisee with the information within HR’s possession that is necessary for Franchisee to comply with the request. Franchisee will cooperate with HR, and promptly (and in any event within ten days following notice by HR) provide any information and documents requested by Franchisee to respond to requests by customers under Applicable Laws. Franchisee will delete, modify, or correct any Consumer Information ~~upon HR’s request unless Franchisee can prove that such request is subject to an exception~~ under applicable law;
- (7) Franchisee shall make available to HR all information necessary for Franchisee to demonstrate compliance with its obligations under this Section 13(P). Franchisee will cooperate with HR, its internal auditors and external auditors for the purpose of inspecting, examining, and assessing Franchisee’s compliance with its obligations under this Section 13(P). This Auditing may be conducted through measures including, but not limited to, manual reviews and automated scans, as

well as technical and operational testing. Auditing may take place at least once every twelve (12) months; and

- (58) If Franchisee receives a ~~Consumer Information data~~ request directly from a consumer under their state Privacy Law (e.g., a request to access, delete or correct Consumer Information) ~~directly from a customer (e.g., a California resident under the CCPA, or a resident of another jurisdiction under other applicable Privacy Law)~~ that may pertain to Consumer Information, Franchisee shall inform HR of that request within one business day and cooperate with HR to ensure that the ~~customer~~ consumer receives an appropriate and timely acknowledgement and response. ~~As an example, currently under the CCPA~~ Typically, an acknowledgement is ~~typically~~ required within 10 business days and a final response is required within 45 calendar days.

~~(6) Franchisee will implement reasonable security procedures and practices appropriate to the Customer Information Franchisee collects, retains, uses or discloses, in order to protect it from unauthorized or illegal access, including following minimum requirements that may be set forth in the OPM.~~

~~(7) Franchisee will cooperate with HR if it seeks to ensure that Franchisee have collected, retained, used, or disclosed Customer Information consistent with Privacy Laws and this Agreement, including but not limited to providing HR with requested compliance documents, or allowing HR to assess, audit, or test Franchisee privacy and security controls at least annually.~~

~~(8) Franchisee will cooperate with HR to stop or remediate any unauthorized use of Customer Information, including verifying that Franchisee no longer retains any personal information that a customer has asked to delete under applicable Privacy Laws.~~

~~(9) Franchisee will notify HR immediately if Franchisee determines it cannot meet Franchisee's obligations under Privacy Laws or this Agreement regarding Franchisee's collection, retention, use, or disclosure of Customer Information.~~

Franchisee certifies that ~~Franchisee~~ it understands the restrictions in Paragraphs (1) – ~~(95)~~ of this section and will comply with them. Franchisee shall immediately (and in any event within five business days) notify HR if it determines that it can no longer meet its obligations under this Section 13(P). Franchisee also acknowledges and agrees that HR may modify ~~these~~ the restrictions ~~from time to time~~ by written notice to Franchisee, ~~by issuing updates to HR's standards and policies pertaining to Privacy Laws,~~ including by adding other similar privacy restrictions that may be required under other federal, state or federal/local Privacy Laws, and Franchisee agree to comply with the same. Franchisee also agrees to execute any addenda that HR may determine are required to conform this Agreement to new or changed Privacy Laws.

~~To the extent that Franchisee engages a third party to collect, use, sell, share, store, disclose, analyze, delete, modify, or to otherwise perform any processing of Customer Information for the purpose of operating the Franchised Restaurant (a "Subprocessor"), Franchisee will notify HR of such engagement, which shall be governed by a written contract that includes the same restrictions as in Paragraphs (1) – (9) of this section and imposes reasonable confidentiality obligations and privacy and security controls on the Subprocessor.~~

To the extent Franchisee's business is independently subject to any Privacy Laws, Franchisee must comply with all standards, laws, rules, regulations or any equivalent thereof relating to personal information, data privacy, and data protection that may apply to personal information not encompassed by the definition of "Consumer Information," above (for example, as relates to Franchisee's employees or job applicants). The requirements of this Section 13(P) are not intended to constitute legal advice or to imply that compliance with this Agreement fulfills all of Franchisee's potential obligations under the Privacy Laws. Franchisee should consider applicable federal, state and local laws, and consult its own legal counsel or advisors, as it deems necessary.

14. PROPRIETARY MARKS

The term “Proprietary Marks” as used in this Agreement refers to all words, symbols, insignia, devices, designs, trade names, service marks or combinations thereof designated by HR as identifying the System and the products sold and services provided in connection with the System. HR shall, from time to time, advise Franchisee as to any additions or deletions to the Proprietary Marks and Franchisee’s right to use the Proprietary Marks shall be deemed modified by those additions or deletions.

Franchisee’s right to use the Proprietary Marks is limited to its use of the Proprietary Marks in the operation of the Franchised Restaurant at the Franchised Location and as expressly provided in this Agreement and the OPM. Franchisee’s limited license extends only to use of the Proprietary Marks in accordance with (i) all applicable standards, operating procedures, policies and guidelines that we prescribe—and from time to time amend—during the duration of this Agreement, including, without limitation, those set forth in the most current edition of the OPM and other publications, if any, dedicated to proper use of the Proprietary Marks; and (ii) all applicable laws and regulations pertaining to advertising and marketing, including, without limitation, federal and state laws pertaining to telemarketing (including the Telephone Consumer Protection Act), false advertising, unfair competition and unfair practices.

Franchisee shall not use the Proprietary Marks on any vehicles without the prior written approval of HR. Franchisee shall not use the Proprietary Marks or any variations of the Proprietary Marks or marks or names confusingly similar to the Proprietary Marks in any manner not authorized by HR or in any corporate, limited liability company or partnership name and shall not use any other trade names, service marks or trademarks in conjunction with the Franchised Restaurant. If local laws or ordinances require that Franchisee file an affidavit of doing business under an assumed name or otherwise make a filing indicating that the Proprietary Marks are being used as a fictitious or assumed name, Franchisee shall include in such filing or application an indication that the filing is made as a franchisee of HR. Franchisee shall use the symbol ® with all registered trademarks and the symbol ™ with all pending registrations or other marks.

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

If HR, in the exercise of its reasonable business judgment, should elect to use a principal name in addition to or other than “Hardee’s” to identify System Restaurants generally or in the DMA in which the Franchised Restaurant is located, HR may select another name and notify Franchisee to change all or some items bearing the Proprietary Marks to the new name within a reasonable period of time as determined by HR without any liability to Franchisee, and Franchisee promptly shall adopt that name provided that HR has committed to adopt that name and make the necessary changes in at least 60% of the System Restaurants operated by HR or HR Affiliates (if the change affects all System Restaurants) or, in all other circumstances, in at least 60% of the System Restaurants operated by HR or HR Affiliates in the DMA in which the Franchised Restaurant is located. Franchisee agrees that nothing in this Agreement gives it any right, title or interest in the Proprietary Marks (except the right to use the Proprietary Marks in accordance with the terms of this Agreement), that the Proprietary Marks are the sole property of HR and HR Affiliates, that Franchisee shall not directly or indirectly contest the validity or ownership of the Proprietary Marks or HR’s right to license the Proprietary Marks, and that any and all uses by Franchisee of the Proprietary Marks and the goodwill arising therefrom shall inure exclusively to the benefit of HR and HR Affiliates. Franchisee will not seek to register, reregister, assert claim to ownership of, license or allow others to use, or otherwise appropriate to itself any of the Proprietary Marks or any mark or name confusingly similar thereto, or the goodwill symbolized by any of the foregoing except to the extent this action inures to the benefit of, and has the prior written approval of, HR. Any unauthorized use of the Proprietary Marks by Franchisee or attempt by Franchisee, directly or indirectly, to register the Proprietary Marks in any jurisdiction shall constitute a breach of this Agreement and an infringement of the rights of HR and HR Affiliates in and to the Proprietary Marks.

Franchisee promptly shall inform HR in writing as to any infringement of the Proprietary Marks of which it has knowledge. Franchisee shall not make any demand or serve any notice, orally or in writing, or institute any legal action or negotiate, compromise or settle any controversy with respect to any such infringement without first obtaining HR’s written approval. HR shall have the right, but not the obligation, to bring such action or take such steps as it may deem advisable to prevent any such infringement and to join Franchisee as a party to any action in which HR or HR Affiliates are or may be a party and as to which Franchisee is or would be a necessary or proper party. Franchisee also shall promptly notify HR of any litigation (including administrative or arbitration proceedings) of which Franchisee is aware instituted against HR, HR Affiliates or Franchisee relating to the Proprietary Marks. Franchisee shall execute any and all instruments and documents, render such other assistance and do any acts and things as may, in the opinion of counsel for HR or HR Affiliates, be necessary or advisable to protect and maintain the interests of HR and HR Affiliates in the Proprietary Marks, including without limitation their interests in litigation or proceedings before the U.S. Patent and Trademark Office or other tribunal relating to the Proprietary Marks.

15. INSURANCE

A. Franchisee shall be responsible for all loss or damage arising from or related to Franchisee’s development and operation of the Franchised Restaurant, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, or in connection with the development or operation of, the Franchised Restaurant. Franchisee shall, at its sole expense, maintain in full force and effect throughout the term of this Agreement that insurance which Franchisee determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Restaurant which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required by Section 15.B. HR, and any entity with an insurable interest designated by HR, shall be an additional insured in such policies, except for workers’ compensation, to the extent each has an insurable interest.

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

(1) Commercial General Liability insurance with policy limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Coverage shall apply per location, including coverage for contractual liability, broad form property damage, personal and advertising injury, product liability, completed operations, and food-borne illness, as well as Damage to Rented Premises coverage with limits not less than \$100,000.

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

(3) Workers' Compensation, statutory as required by law, and Employer's Liability insurance with limits not less than \$500,000, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated. This coverage shall also be in effect for all of Franchisee's employees who participate in any of the training programs described in Section 11.

(4) "Follow form" Umbrella/Excess Liability coverage over the underlying Commercial General Liability, Automobile Liability and Employer's Liability coverages, with limits not less than \$4,000,000 per occurrence and in the aggregate.

(5) Commercial Property insurance that extends coverage on a replacement cost basis for the Franchised Restaurant, business personal property (including electronic equipment, tenant improvements & betterments), and business income and extra expense for a minimum of 12 months or actual loss sustained to cover loss of profits, continuing expenses and loss of rents. Covered causes of loss should be "Special Form" or "All Risk" with coinsurance conditions not less than 80%. Flood insurance is also required for locations that reside in FEMA Flood Zones beginning with the letters "A" or "V." Earthquake insurance is also required for locations that reside in FEMA Seismic Design Categories "E" or "D."

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

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

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

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

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

(2) No insurance policy shall contain a provision that in any way limits or reduces coverage for Franchisee in the event of a claim by HR or its affiliates.

(3) Each insurance policy shall extend to, and provide indemnity for, all obligations and liabilities of Franchisee to third parties and all other items for which Franchisee is required to indemnify HR under this Agreement.

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

(5) No insurance policy shall provide for a deductible amount that exceeds \$100,000, unless otherwise approved in writing by HR.

(6) Each insurance policy shall include a waiver of subrogation endorsement in favor of HR and its affiliates.

(7) With respect to the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies, HR and its affiliates shall be named as Additional Insured on a primary and non-contributory basis.

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

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

F. Should Franchisee, for any reason, fail to procure or maintain at least the insurance required by this Section 15, as revised from time to time pursuant to the OPM or otherwise in writing, HR shall have the immediate right and authority, but not the obligation, to procure such insurance and charge its cost to

Franchisee. All out-of-pocket costs incurred by HR in obtaining such insurance on behalf of Franchisee shall be reimbursed to HR by Franchisee immediately upon Franchisee's receipt of an invoice therefor.

16. ORGANIZATION OF FRANCHISEE

A. Representations

If Franchisee is a corporation, a limited liability company, a partnership or any other type or organization (collectively, "business entity"), Franchisee makes the following representations and warranties: **(1)** it is duly organized and validly existing under the laws of the state of its formation; **(2)** it is qualified to do business in the state or states in which the Franchised Restaurant is located; **(3)** execution of this Agreement and the development and operation of the Franchised Restaurant is permitted by its governing documents; **(4)** agreements exist among Franchisee's shareholders, members or partners which provide a mechanism to avoid an impasse among the shareholders, members or partners in the event of a dispute and to provide for the disposition of ownership interests following the death or permanent disability of a shareholder, member or partner; and **(5)** Franchisee's governing documents shall at all times provide that the activities of Franchisee are limited to the development and operation of System Restaurants, other restaurants operated by Franchisee that are franchised by HR or HR Affiliates and those existing restaurant or foodservice operations, if any, which are identified in Appendix A, and that no Transfer (as defined in Section 18) of an ownership interest may be made except in accordance with Section 18.

B. Governing Documents

If Franchisee is a business entity, Franchisee shall furnish HR with copies of Franchisee's governing documents and any other corporate documents, books or records that HR may request. When any of these governing documents are modified or changed, Franchisee promptly shall provide copies to HR.

C. Ownership Interests

If Franchisee is a corporation, Franchisee must furnish HR with a list of all holders of a direct or indirect ownership interest in Franchisee and their respective percentage interests. As of the date of this Agreement, all interests in Franchisee are owned as set forth in attached Appendix D. Franchisee shall comply with Section 18 prior to any change in ownership interests and shall update Appendix D as changes occur in order to ensure the information contained in Appendix D is true, accurate and complete at all times.

The requirements of this Section 16.C. shall apply only to Franchisee's Continuity Group (defined in Section 16.E.) if, as of the date of the first franchise-related agreement between Franchisee and HR or an HR Affiliate, Franchisee was a publicly-held entity (*i.e.*, an entity that has a class of securities traded on a recognized securities exchange or quoted on the inter-dealer quotation sheets known as the "pink sheets"). If Franchisee becomes a publicly-held entity after that date, it shall thereafter be required to update Appendix D only with respect to changes in ownership interests of members of the Continuity Group.

D. Restrictive Legend

If Franchisee is a corporation, Franchisee shall maintain stop-transfer instructions against the transfer on its records of any voting securities, and each stock certificate of the corporation shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of this stock is subject to the restrictions imposed on assignment by the Hardee's Restaurant Franchise Agreement(s) to

which the corporation is a party.” If Franchisee is a publicly-held entity these requirements shall apply only to the stock owned by Franchisee’s Continuity Group. If Franchisee is a limited liability company, each membership or management certificate or other evidence of interest in Franchisee shall have conspicuously endorsed upon its face the following statement: “Any assignment or transfer of an interest in this limited liability company is subject to the restrictions imposed on assignment by the Hardee’s Restaurant Franchise Agreement(s) to which the limited liability company is a party.” If Franchisee is a partnership, its written partnership agreement shall provide that ownership of an interest in the partnership is held subject to, and that further assignment or transfer is subject to, all restrictions imposed on assignment by this Agreement.

E. Continuity Group

If Franchisee is a business entity, Appendix D lists those persons who HR and Franchisee have designated as Franchisee’s “Continuity Group.” In the event of any change in the Continuity Group or in the ownership interests of any member of the Continuity Group, Franchisee shall update Appendix D to reflect the change. If Franchisee is a business entity, the Continuity Group shall at all times own at least 51% of the ownership interests in Franchisee.

F. Guarantees

The provisions of this Section 16.F. shall not be applicable if this Agreement was initially executed solely by individuals as “Franchisee” and: **(1)** those individuals continue to be “Franchisee”; or **(2)** those individuals have assigned this Agreement to a corporation, limited liability company, partnership or other entity they control, but have not been released from their obligations under this Agreement, those individuals covenant to remain primarily liable under this Agreement, and those individuals covenant to HR that such assignee entity shall at all times maintain a minimum net worth as reasonably determined by HR.

If requested by HR, in the exercise of its reasonable business judgment, those members of the Continuity Group and their spouses designated by HR shall jointly and severally guarantee Franchisee’s payment and performance under this Agreement and shall bind themselves to the terms of this Agreement pursuant to the attached Guarantee and Assumption of Franchisee’s Obligations. HR reserves the right to require any guarantor to provide personal financial statements to HR from time to time.

If Franchisee, any guarantor or any parent, subsidiary or affiliate of Franchisee holds any interest in other restaurants that are franchised by HR or HR Affiliates, the party who owns that interest shall execute (if requested by HR, in the exercise of its reasonable business judgment), concurrently with this Agreement, a form of cross-guarantee to HR and HR Affiliates for the payment of all obligations for such restaurants. For purposes of this Agreement, an affiliate of Franchisee is any company controlled, directly or indirectly, by Franchisee or Franchisee’s parent or subsidiary.

G. Operating Principal

Franchisee shall designate and retain an individual to serve as the Operating Principal. (If Franchisee is owned by one individual, that individual may serve as the Operating Principal if the individual meets HR’s requirements for an Operating Principal.) The Operating Principal as of the date of this Agreement is identified in Appendix D. The Operating Principal shall meet all of the following qualifications:

(1) The Operating Principal, at all times, shall have an equity ownership interest in Franchisee. This Section 16.G.(1) shall not apply if Franchisee was a publicly-held entity or wholly-owned subsidiary of a publicly-held entity as of the date of the first franchise-related agreement between Franchisee and HR or an HR Affiliate.

(2) The Operating Principal, at all times, shall be a member of the Continuity Group and, at a minimum, have full control over the day-to-day activities of the Franchised Restaurant and those other restaurants (that are franchised by HR or HR Affiliates) operated by Franchisee in the same geographic market as the Franchised Restaurant, including control over the standards of operation and financial performance.

(3) Unless Franchisee has named, and HR has approved, a Multi-Unit Manager:

(a) The Operating Principal shall devote full-time and best efforts to supervising the operation of the Franchised Restaurant and those other restaurants (that are franchised by HR or HR Affiliates) operated by Franchisee in the same geographic market as the Franchised Restaurant and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility.

(b) Unless waived in writing by HR, the Operating Principal shall maintain his primary residence within a reasonable driving distance of the Franchised Restaurant.

(4) The Operating Principal shall successfully complete the Franchise Management Training Program and any additional training required by HR.

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

If the Operating Principal no longer qualifies as such, Franchisee shall designate another person to act as Operating Principal within 30 days of the date of failing to remain qualified.

If Franchisee operates restaurants in multiple markets that are franchised by HR or HR Affiliates, an individual meeting the qualifications of this section will serve as the Operating Principal in at least one market.

H. Multi-Unit Manager

If Franchisee operates restaurants that are franchised by HR or HR Affiliates in multiple geographic markets, for all markets in which the Operating Principal fails to satisfy the requirements of Section 16.G., Franchisee shall designate and retain an individual to serve as Multi-Unit Manager. The Multi-Unit Manager shall be under the supervision of the Operating Principal. The Multi-Unit Manager shall meet all of the following qualifications:

(1) The Multi-Unit Manager shall devote full time and best efforts to the operation of the Franchised Restaurant, and those other restaurants (that are franchised by HR or HR Affiliates) operated by Franchisee in the same geographic market and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility.

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

(3) The Multi-Unit Manager shall successfully complete the Franchise Management Training Program and any additional training required by HR.

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

If the Multi-Unit Manager no longer qualifies as such, Franchisee shall designate another person to act as Multi-Unit Manager within 30 days of the date of failing to remain qualified.

17. TRANSFERS BY HR

This Agreement shall inure to the benefit of the successors and assigns of HR. HR shall have the right to transfer or assign its interests in this Agreement to any person, persons, partnerships, association or corporation. If HR's assignee assumes all obligations of HR under this Agreement, and sends written notice of the assignment so attesting, Franchisee agrees promptly to execute a release of HR except for any known liabilities incurred by HR prior to the date of such notice, and HR shall not thereafter be under further obligation under this Agreement. Franchisee agrees that HR will have no liability after the effective date of transfer or assignment for the performance of, or any failure to perform, any obligations transferred.

18. TRANSFERS BY FRANCHISEE

A. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that HR has granted this Franchise in reliance on Franchisee's (and Franchisee's direct and indirect owners') business skill and financial capacity. Franchisee shall not, without HR's prior written consent, by operation of law or otherwise, sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in this Agreement, Franchisee, the Franchise, the Franchised Restaurant, any assets of the Franchised Restaurant, the Franchised Location or any other assets pertaining to Franchisee's operations under this Agreement, nor offer, permit or suffer the same. Unless otherwise specified, as used in this Section 15, if Franchisee is a business entity, the term "Franchisee" shall include, collectively and individually, all officers, directors and holders of a beneficial ownership interest of 5% or more of Franchisee, and of any business entity directly or indirectly controlling Franchisee. Any purported assignment or transfer not having the written consent of HR shall be null and void and shall constitute a material breach of this Agreement, for which HR may terminate this Agreement without providing Franchisee an opportunity to cure the breach.

B. HR shall not unreasonably withhold its consent to any transfer referred to in Section 18.A.; provided, however, that prior to the time of transfer:

(1) All of Franchisee's accrued monetary obligations to HR and HR Affiliates shall have been satisfied.

(2) Franchisee and all guarantors of Franchisee's obligations, if any, shall have executed a general release and a covenant not to sue, in a form satisfactory to HR, of any and all claims against HR and HR Affiliates and their respective past and present officers, directors, managers, shareholders, members, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims

arising out of, or relating to, this Agreement, any other agreements between Franchisee and HR or HR Affiliates and Franchisee's operation of the Franchised Restaurant and all other restaurants operated by Franchisee that are franchised by HR or HR Affiliates. The release to be executed by Franchisee, with respect to the Franchised Restaurant, shall include a release of all known and unknown claims with respect to the Franchised Restaurant (excluding claims which Franchisee proves in the applicable forum that HR fraudulently concealed from Franchisee). With respect to all other restaurants franchised by HR or HR Affiliates that are operated by Franchisee, the release shall be a release of all known claims (excluding claims which Franchisee proves in the applicable forum that HR fraudulently concealed from Franchisee).

(3) Franchisee shall have agreed to remain obligated pursuant to the provisions of Section 19 as if this Agreement had terminated as of the date of the transfer.

(4) Franchisee shall have paid HR a transfer fee of \$2,500 per Franchised Restaurant to cover its administrative expenses in connection with the transfer; however, if the transfer involves other System Restaurants in addition to the Franchised Restaurant, the transfer fee shall be \$2,500 for the first System Restaurant being transferred and \$500 for each additional System Restaurant being transferred in the same transaction.

(5) Franchisee shall have executed a written agreement, under seal, in a form satisfactory to HR, in which Franchisee covenants to remain primarily liable under this Agreement and to waive notice of demand, presentment, protest and dishonor, which liability shall not be affected by any extension of time, credit or other indulgence granted to any transferee.

(6) The transferee shall have met HR's then-current criteria for new franchisees.

(7) Franchisee or the proposed transferee, as determined by HR, must complete all remodel, renovations, re-image, maintenance and facility upgrades to modernize and conform the Franchised Restaurant to the image of the System for new franchised restaurants.

(78) Franchisee and the proposed transferee shall have executed, as directed by HR in accordance with the next sentence, either an assignment agreement and any amendments to this Agreement deemed necessary or desirable by HR to reflect the transfer or the proposed transferee shall have executed HR's then-current standard form franchise agreement for an initial term ending on the expiration date of the Initial Term of this Agreement. The then-current standard form franchise agreement shall be executed in all instances, except where the proposed transferee satisfies all of the following: (A) the proposed transferee was a franchisee of System Restaurants as of February 6, 1998; (B) during the preceding 12 months, the proposed transferee has not been in default of any agreement with HR; (C) at the time of the proposed transfer, the proposed transferee is not in a workout or restructuring relationship with HR; and (D) at the time of the proposed transfer, the proposed transferee has fully repaid to HR in cash all monies borrowed from HR. If the proposed transferee satisfies all of preceding criteria, in lieu of an assignment agreement and any amendments to this Agreement, HR may require that the proposed transferee execute HR's then-current form of "St. Louis" franchise agreement, if such form of agreement is offered by HR as of the date of the proposed transfer.

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

C. If a transfer, alone or together with other related previous, simultaneous or proposed transfers, would have the effect of transferring control of this Agreement or the Franchised Restaurant to a transferee, in addition to the requirements of Section 18.B., HR's consent to the transfer shall be conditioned on the following additional requirements:

(1) The proposed transferee shall be of good moral character and reputation.

(2) The proposed transferee shall have demonstrated to HR's satisfaction, by meeting with HR or otherwise, at HR's option, that the transferee's qualifications meet HR's then current criteria for new franchisees, that it has prior experience in operating a restaurant business and that it has the aptitude and ability to operate and to own or control a System Restaurant. For the purposes of determining whether these conditions have been met, the persons and entities included in the term "Franchisee" as defined for use in this Section 18 shall be considered collectively.

(3) The proposed transferee and those employees hired by the transferee to fill certain designated positions shall have successfully completed the training provided in Sections 11A.-B.

(4) If the proposed transferee is a corporation, limited liability company or partnership, HR must receive a copy of the documents specified in Section 16.B. and the proposed transferee shall comply with the other requirements of Section 16.

D. If Franchisee is an individual or a partnership and desires to transfer this Agreement to a corporation (or limited liability company) formed for the convenience of ownership, the requirements of Section 18.B. shall apply to such a transfer, however, Franchisee will not be required to pay a transfer fee. Approval by HR also will be conditioned on the following: (1) the corporation (or limited liability company) must be newly organized; (2) prior to the transfer, HR must receive a copy of the documents specified in Section 16.B. and the transferee shall comply with the remaining provisions of Section 16; and (3) Franchisee must own all voting securities of the corporation (or membership interests of the limited liability company) or, if Franchisee is owned by more than one individual, each person shall have the same proportionate ownership interest in the corporation (or the limited liability company) as prior to the transfer.

E. In the event of the death or permanent incapacity of any person with an ownership interest in Franchisee, HR shall not unreasonably withhold its consent to a transfer to any person, persons, partnership or corporation designated by his legal representative, provided, however, that:

(1) The requirements of Section 18.B. and of 18.C. shall have been met.

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

(3) In the case of permanent incapacity, the legal representative shall have furnished a certification of a physician designated by HR that Franchisee has been or will be unable to operate the Franchised Restaurant for a period of 6 months or longer.

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

G. If any person holding an interest in Franchisee or this Agreement receives a bona fide offer (as determined by HR in its reasonable discretion) from a third party to purchase Franchisee, any assets of Franchisee, this Agreement, the Franchise, the Franchised Restaurant, any assets of the Franchised Restaurant, the Franchised Location or any other assets pertaining to Franchisee's operations under this Agreement, Franchisee shall notify HR in writing, and provide HR a copy, of the offer, and HR shall have the right and option, exercisable within 20 days after actual receipt of such written notification and a copy of the offer or receipt of evidence of merchantable title, whichever is later, to give notice to Franchisee that HR intends to purchase the seller's interest therein on the same terms and conditions offered by the third party, and closing shall be within 60 days of HR's notice of the exercise of its option. In exercising its option, HR shall be entitled to set off any monies owed to HR or HR Affiliates by Franchisee. Should HR fail to exercise this option and the terms of the offer go unaccepted and thereafter be altered, or should the transaction not be consummated and closed within 6 months with the same third party, HR shall, in each instance, be notified in writing of terms of the offer and shall again have 20 days from the date of actual receipt thereof, or from receipt of evidence of merchantable title, whichever is later, to notify Franchisee that it intends to purchase on such terms. Should HR fail to exercise this option, the terms of this Section 18 shall govern any transfer which may be contemplated.

19. COVENANTS

A. Best Efforts

During the term of this Agreement, Franchisee and the Operating Principal shall devote their best efforts to the development, management and operation of the Franchised Restaurant.

B. Confidentiality

Franchisee acknowledges and agrees that HR owns all right, title and interest in and to the System. Franchisee further acknowledges that: **(1)** the System consists of trade secrets and confidential and proprietary information and know-how that gives HR a competitive advantage; **(2)** HR has taken all measures necessary to protect the trade secrets and the confidentiality of the proprietary information and know-how comprising the System; **(3)** all material or other information now or hereafter provided or disclosed to Franchisee regarding the System is disclosed in confidence; **(4)** Franchisee has no right to disclose any part of the System to anyone who is not an employee of Franchisee; **(5)** Franchisee will disclose to its employees only those parts of the System that an employee needs to know; **(6)** Franchisee will have a system in place to ensure its employees keep confidential HR's trade secrets and confidential and proprietary information and, if requested by HR, Franchisee shall obtain from those of its employees designated by HR an executed Confidential Disclosure Agreement in the form prescribed by HR; **(7)** Franchisee will not acquire any interest in the System; and **(8)** the use or duplication of any material aspect of the System (as reasonably determined by HR) in any other business would constitute an unfair method of competition, for which HR would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

Franchisee shall not, during the term of this Agreement or at any time thereafter, communicate or disclose any trade secrets or confidential or proprietary information or know-how of the System to any unauthorized person, or do or perform, directly or indirectly, any other acts injurious or prejudicial to the Proprietary Marks or the System. Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that HR designates as confidential shall be deemed confidential for purposes of this Agreement.

C. Restrictions

(1) Franchisee acknowledges and agrees that: (a) pursuant to this Agreement, Franchisee will have access to valuable trade secrets, specialized training and confidential information from HR regarding the development, operation, purchasing, sales and marketing methods and techniques of HR and the System; (b) the System and the opportunities, associations and experience established and acquired by Franchisee under this Agreement are of substantial and material value; (c) in developing the System, HR has made and continues to make substantial investments of time, technical and commercial research and money; (d) HR would be unable adequately to protect the System and its trade secrets and confidential and proprietary information against unauthorized use or disclosure and would be unable adequately to encourage a free exchange of ideas and information among System Restaurants if franchisees or developers were permitted to hold interests in competitive businesses; and (e) restrictions on Franchisee's right to hold interests in, or perform services for, competitive businesses will not hinder its activities.

(2) Accordingly, Franchisee covenants and agrees that during the term of this Agreement, and for a period of 1 year following its expiration or earlier termination, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, or other entity:

(a) Divert or attempt to divert any business or customer, or potential business or customer, of any System Restaurant to any competitor, by direct or indirect inducement or otherwise. Franchisee's advertising for, and operation of, its existing restaurant or foodservice operations, if any, which are identified in Appendix A shall be deemed to not violate the preceding restriction.

(b) Own, maintain, operate, engage in, advise, help, make loans to, or have any interest in, either directly or indirectly, any restaurant business: (i) that sells hamburgers or any menu item that comprises at least 10% of sales at System Restaurants operated by HR or HR Affiliates; or (ii) whose method of operation or trade dress is similar to that employed in the System. During the term of this Agreement, there is no geographical limitation on this restriction. Following the expiration or earlier termination of the term of this Agreement, this restriction shall apply within 2 miles of the Franchised Location and within 2 miles of any then-existing System Restaurant, except as otherwise approved in writing by HR. This restriction shall not apply to Franchisee's existing restaurant or foodservice operations, if any, which are identified in Appendix A, nor shall it apply to other restaurants operated by Franchisee that are franchised by HR or HR Affiliates.

If any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. If HR files suit to enforce the post-termination portion of these restrictions, the 1-year period shall begin running upon the entry of a final, non-appealable judgment.

D. Modification

HR shall have the right, in its sole discretion, to reduce the scope of any covenant in this Section 19 effective immediately upon Franchisee's receipt of written notice, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 27.

E. Applicability

The restrictions contained in this Section 19 shall apply to Franchisee and all guarantors of Franchisee's obligations. In addition, these restrictions shall apply for a 1-year period after any guarantor of Franchisee's obligations (or, if applicable, their spouses) ceases to be a member of the Continuity Group. The restrictions contained in this Section 19 shall not apply to ownership of less than a 5% legal or beneficial ownership in the outstanding equity securities of any publicly held corporation by Franchisee or any guarantor of Franchisee's obligations. The existence of any claim Franchisee or any guarantor of Franchisee's obligations may have against HR or HR Affiliates, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by HR of the covenants in this Section 19.

20. TERMINATION

A. Termination Without Cure Period

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

(1) Franchisee ceases to continuously operate the Franchised Restaurant for a period in excess of 5 consecutive days, unless the closing is due to an act of God, fire or other natural disaster or is approved in writing in advance by HR. If the closing is due to fire or other natural disaster, Franchisee must rebuild and reopen the Franchised Restaurant within six months following the fire or other natural disaster event or such longer period of time as agreed to with HR.

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

(3) If execution is levied against Franchisee's business or property, suit to foreclose any lien or mortgage against the premises or equipment of the Franchised Restaurant is instituted against Franchisee and is not dismissed within 60 days, or the real or personal property of the Franchised Restaurant shall be sold after levy thereupon by any sheriff, marshal or constable, HR may terminate this Agreement prior to the actual taking of the property.

(4) There is a material breach of any obligation under Section 19.B. or Section 19.C.(2)(c).

(5) Any transfer that requires HR's prior written consent occurs without Franchisee having obtained that prior written consent.

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

(7) Franchisee knowingly falsifies any report required to be furnished HR or makes any material misrepresentation in its dealings with HR or fails to disclose any material facts to HR.

(8) Franchisee fails to open the Franchised Restaurant for business within 18 months after the Property Control Date or within 60 days after HR first authorizes the opening of the Franchised Restaurant.

(9) HR makes a reasonable determination that continued operation of the Franchised Restaurant by Franchisee will result in an imminent danger to public health or safety.

(10) Franchisee loses possession of the Franchised Location through its own fault or its failure to extend the lease for the Franchised Location through the Initial Term of this Agreement.

(11) Franchisee, the Operating Principal, any stockholder, member, partner, director or officer of Franchisee, or any member of the Continuity Group is convicted of, or pleads no contest to, a felony charge; a crime involving moral turpitude; or any other crime or offense that is reasonably likely, in the reasonable opinion of HR, to adversely affect HR, HR Affiliates or the System.

(12) Franchisee, the Operating Principal, any member of the Continuity Group, any holder of a legal or beneficial interest in Franchisee of 10% or more or any affiliate of Franchisee remains in default beyond the applicable cure period under any other agreement with HR or HR Affiliates, or Franchisee remains in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to the Franchised Restaurant, or Franchisee remains in default beyond the applicable cure period with any vendor or supplier to the Franchised Restaurant, or Franchisee fails to pay when due any taxes or assessments relating to the Franchised Restaurant or its employees, unless Franchisee is actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

B. Termination Following Expiration of Cure Period

(1) Except for those items listed in preceding Section 20.A., Franchisee shall have 30 days after written notice of default from HR within which to remedy the default and provide evidence of that remedy to HR. If any such default is not cured within that time, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless HR notifies Franchisee otherwise in writing. Notwithstanding the foregoing, if a non-monetary default cannot be corrected within 30 days, Franchisee shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Franchisee begins taking the actions necessary to correct the default during the 30 day cure period and diligently and in good faith pursues those actions to completion. Franchisee will be in default under this Agreement for any failure to comply with any of the material requirements imposed by this Agreement, the OPM or otherwise in writing, or to carry out the terms of this Agreement in good faith.

(2) If Franchisee has received 2 or more notices of default within the previous 12 months, HR shall be entitled to send Franchisee a notice of termination upon Franchisee's next default within that 12 month period under this Section 20.B. without providing Franchisee an opportunity to remedy the default, if another default has occurred.

(3) In addition to the other provisions of this Section 20.B., if HR reasonably determines that Franchisee becomes or will become unable to meet its obligations to HR or HR Affiliates under this Agreement, HR may provide Franchisee written notice to that effect and demand that Franchisee provide those assurances reasonably designated by HR, which may include security or letters of credit for the payment of Franchisee's obligations to HR and HR Affiliates. If Franchisee fails to provide the assurances demanded by HR within 30 days after its receipt of written notice from HR, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless HR notifies Franchisee otherwise in writing.

C. Termination Following Inspection

HR shall have the right to periodically conduct inspections of the Franchised Restaurant to evaluate Franchisee's compliance with the System and this Agreement. Following each inspection, HR will provide Franchisee an inspection report listing Franchisee's score on the inspection and those conditions at the Franchised Restaurant that must be rectified. If Franchisee fails to achieve a passing score on an inspection, HR will conduct another inspection (which shall be conducted at least 30 days after Franchisee's receipt of the inspection report for the prior inspection). If Franchisee fails to achieve a passing score on the second inspection, the inspection report for the second inspection, following review of the report by a supervisor of the person preparing the report, shall constitute a notice of default without any further action or notice on HR's behalf. HR may terminate this Agreement if Franchisee fails to rectify the deficiencies identified in the second inspection report within 30 days after Franchisee's receipt of the inspection report.

D. Statutory Limitations

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

21. OBLIGATIONS ON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement:

A. Franchisee immediately shall pay HR and HR affiliates all sums due and owing HR or HR affiliates pursuant to this Agreement. In addition, if this Agreement is terminated following Franchisee's default, since it would be difficult, if not impossible, to determine the amount of damages that HR will suffer as a result of Franchisee's breach, unless waived by HR in its sole discretion, Franchisee immediately shall pay HR, as damages and not as a penalty, the amount of the royalty fee that Franchisee would have paid during the period ("Damages Period") from the effective date of termination to the earlier of: (1) the 3-year anniversary of the effective date of termination; or (2) the date on which the Initial Term was scheduled to expire. The amount of such royalty fee during the Damages Period will be calculated by multiplying the average monthly royalty fee owed by Franchisee for the 12-month period prior to the effective date of termination by the number of months in the Damages Period. The obligation to pay this royalty fee survives termination of this Agreement and is in addition to, and not in lieu of, Franchisee's obligation to fully comply with its obligations under Section 19.C. following termination of this Agreement.

B. Franchisee promptly shall return to HR the OPM, any copies of the OPM and all other materials and information furnished by HR or HR Affiliates and delete all electronic copies of the OPM and all other materials and information furnished by HR that are in Franchisee's possession. Franchisee

promptly shall return to HR, in good condition and repair excepting normal wear and tear, all computer software, disks, tapes and other electronic and magnetic storage media.

C. Franchisee and all persons subject to the covenants contained in Section 19 shall continue to abide by those covenants and shall not, directly or indirectly, take any action that violates those covenants.

D. Franchisee immediately shall discontinue all use of the Proprietary Marks in connection with the Franchised Restaurant and of any and all items bearing the Proprietary Marks; remove the Proprietary Marks from the Franchised Restaurant and from clothing, signs, materials, motor vehicles and other items owned or used by Franchisee in the operation of the Franchised Restaurant; cancel all advertising for the Franchised Restaurant that contains the Proprietary Marks (including telephone directory listings); and take such action as may be necessary to cancel any filings or registrations for the Franchised Restaurant that contain any Proprietary Marks.

E. Franchisee promptly shall make such alterations and modifications to the Franchised Location as may be necessary to clearly distinguish to the public the Franchised Location from its former appearance and also make those specific additional changes as HR reasonably may request for that purpose. If Franchisee fails to promptly make these alterations and modifications, HR shall have the right (at Franchisee's expense, to be paid upon Franchisee's receipt of an invoice from HR) to do so without being guilty of trespass or other tort.

F. Franchisee shall furnish HR, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by an authorized officer of Franchisee) reasonably satisfactory to HR of Franchisee's compliance with Sections 21.A. through 21.E.

G. Franchisee shall not, except with respect to a restaurant franchised by HR or HR Affiliates which is then open and operating pursuant to an effective franchise agreement or a restaurant franchised by HR or HR Affiliates which is under construction pursuant to a fully-signed franchise agreement: **(1)** operate or do business under any name or in any manner that might tend to give the public the impression that Franchisee is connected in any way with HR or HR Affiliates or has any right to use the System or the Proprietary Marks; or **(2)** make use or avail itself of any of the materials or information furnished or disclosed by HR or HR Affiliates under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else; or **(3)** assist anyone not licensed by HR or HR Affiliates to construct or equip a foodservice outlet substantially similar to a System Restaurant.

22. PURCHASE FOLLOWING TERMINATION

The right of first refusal granted HR in Section 18.G. shall also be applicable, for a period of 1 year following the expiration or earlier termination of this Agreement, if any person holding any interest in Franchisee or this Agreement receives a bona fide offer (as determined by HR in its reasonable discretion) from a third party to purchase the Franchised Restaurant, any assets of the Franchised Restaurant, the Franchised Location or any other assets pertaining to Franchisee's operations under this Agreement.

23. RELATIONSHIP OF THE PARTIES

This Agreement does not create a fiduciary or other special relationship between the parties. Franchisee is an independent contractor with entire control and direction of the development and operation of the Franchised Restaurant, subject only to the conditions and covenants established by this Agreement.

No agency, employment, or partnership is created or implied by the terms of this Agreement, and Franchisee is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venture or employee of HR or HR Affiliates or a joint employer with HR or HR Affiliates. Franchisee shall have no right or power to, and shall not, bind or obligate HR or HR Affiliates in any way or manner, nor represent that Franchisee has any right to do so. Franchisee shall not issue any press releases without the prior written approval of HR.

The sole relationship between Franchisee and HR is a commercial, arms' length business relationship and, except as provided in Section 24, there are no third party beneficiaries to this Agreement. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by HR. In all public records, in relationships with other persons, and on letterheads and business forms, Franchisee shall indicate its independent ownership of the Franchised Restaurant and that Franchisee is solely a franchisee of HR. Franchisee shall post a sign in a conspicuous location in the Franchised Restaurant which will contain Franchisee's name and state that the Franchised Restaurant is independently owned and operated by Franchisee under a franchise agreement with HR.

24. INDEMNIFICATION

A. Franchisee and all guarantors of Franchisee's obligations under this Agreement shall, at all times, indemnify, defend (with counsel reasonably acceptable to HR), and hold harmless (to the fullest extent permitted by law) HR and its parents and affiliates, and their respective predecessors, successors, assigns, past and present stockholders, directors, managers, officers, employees, members, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against HR and/or Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with Franchisee's activities under this Agreement. The foregoing indemnification shall not include losses and expenses arising from the gross negligence and/or willful misconduct of HR and/or Indemnitees or arising from Franchisee's actions in full compliance with a directive from HR. In addition, to the extent an authorized supplier of the Franchised Restaurant is primarily liable for such losses and expenses, Franchisee's indemnification shall be mitigated to the extent of recovery from the authorized supplier by HR and/or Indemnitees. Franchisee promptly shall give HR written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, shall furnish HR with copies of any documents from such matters as HR may request.

At Franchisee's expense and risk, HR may elect to assume (but under no circumstances will HR be obligated to undertake), the defense and/or settlement of any action, suit, proceeding, claim, demand, investigation, inquiry, judgment or appeal thereof subject to this indemnification. Such an undertaking shall, in no manner or form, diminish Franchisee's obligation to indemnify and hold harmless HR and Indemnitees. HR shall not be obligated to seek recoveries from third parties or otherwise mitigate losses.

B. As used in this Section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs; expenses; lost profits; reasonable attorneys' fees; expert witness fees; court costs; settlement amounts; and judgments.

25. CONSENTS, APPROVALS AND WAIVERS

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

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

C. No failure of HR to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of HR's right to demand exact compliance with any of the terms of this Agreement. A waiver by HR of any particular default by Franchisee shall not affect or impair HR's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of HR to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions or covenants of this Agreement affect or impair HR's right to exercise the same, nor shall such constitute a waiver by HR of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by HR of any payments due to it hereunder shall not be deemed to be a waiver by HR of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

26. NOTICES

No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to: **(A)** if to Franchisee, addressed to Franchisee at the notice address set forth in Appendix A; and **(B)** if to HR, addressed to HR at its principal offices, current address: 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067 (marked Attn: Kerry Olson, General Counsel) (Email: kolson@ckr.com), with a copy to Franchise Legal Team (Email: legal@ckr.com). Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt (or first rejection) and may be: **(1)** delivered personally; **(2)** transmitted by email to the addresses set forth above (or in Appendix A) with electronic confirmation of receipt; **(3)** mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or **(4)** mailed via overnight courier.

27. ENTIRE AGREEMENT

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

is intended to disclaim any representation made in the Hardee's Franchise Disclosure Document provided to Franchisee.

28. SEVERABILITY AND CONSTRUCTION

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

B. HR has entered, and will continue to enter, into agreements with other franchisees. The manner in which HR enforces its rights and the franchisees' obligations under any of those other agreements shall not affect the ability of HR to enforce its rights or Franchisee's obligations under this Agreement. Except as otherwise provided in Section 24, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee and HR and HR Affiliates and such of their heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

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

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

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

29. GOVERNING LAW, FORUM AND LIMITATIONS

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

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

B. Except as provided in Section 29.C., any claim, controversy or dispute arising out of or relating to this Agreement or with respect to a breach of the terms of this Agreement and any other claim, controversy or dispute between the parties shall be submitted to final and binding arbitration before the American Arbitration Association (“AAA”) as the sole and exclusive remedy. The arbitration will be governed by the AAA commercial arbitration rules in effect on the date the demand for arbitration is filed and shall be conducted before one neutral arbitrator with restaurant and franchise experience selected in accordance with the AAA commercial arbitration rules from the AAA’s national or regional arbitrator lists. The arbitration shall be administered by the AAA office nearest to HR’s principal offices at the time the demand for arbitration is filed and all hearings shall take place at that office unless otherwise agreed to by the parties. Any demand for arbitration shall specify the amount of damages sought.

The arbitrator shall have no authority to amend or modify the provisions of this Agreement. The award and decision of the arbitrator shall be conclusive and binding upon all parties thereto and judgment upon the award may be entered in any court of competent jurisdiction, and HR and Franchisee waive any right to contest the validity or enforceability of the award. HR and Franchisee agree that each party will provide discovery to the other in the form of document production and up to 2 depositions of the other party (if the other party is any type of entity other than a sole proprietorship, the person(s) with the most knowledge regarding the matters to be arbitrated shall be the deponent(s)) in accordance with the Federal Rules of Civil Procedure. HR and Franchisee also will obtain the agreement of the arbitrator that: **(1)** the arbitrator shall provide a written ruling, stating in separate sections the findings of fact and conclusions of law on which their ruling is based; and **(2)** the ruling is due not later than 60 days after the final hearing.

C. Notwithstanding anything to the contrary contained in Section 29.B., either party shall be entitled to file suit in a court of competent jurisdiction for the entry of temporary or preliminary injunctive relief, restraining orders and orders of specific performance, including, without limitation, injunctive relief pertaining to Franchisee’s use of the System and the Proprietary Marks.

D. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding (including the offer and sale of a franchise to Franchisee) brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of 2 years from the date of discovery of the conduct or event that is the basis of the legal action or proceeding.

E. Franchisee and HR waive, to the fullest extent permitted by law, any right or claim of any punitive or exemplary damages against each other and agree that, in the event of a dispute between them, each shall be limited to the recovery of actual damages sustained by it. **Franchisee and HR also waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits or arbitration proceedings.**

F. No right or remedy conferred upon or reserved to HR or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 29 shall survive the expiration or earlier termination of this Agreement.

30. FORCE MAJEURE

As used in this Agreement, the term “Force Majeure” means any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party and any other cause not within the control of the party affected thereby. Franchisee’s inability to obtain financing (regardless of the reason) shall not constitute Force Majeure. If the performance of any obligation by any party under this Agreement is prevented, hindered or delayed by reason of Force Majeure, which cannot be overcome by reasonable commercial measures, the parties shall be relieved of their respective obligations (to the extent that the parties, having exercised best efforts, are prevented, hindered or delayed in such performance) during the period of such Force Majeure. The party whose performance is affected by an event of Force Majeure shall give prompt written notice of such Force Majeure to the other party by setting forth the nature thereof and an estimate as to its duration. Notwithstanding the foregoing, nothing in this Section shall permit or excuse any delay or failure to remit any payment due the other party on the due date.

31. MISCELLANEOUS

A. Gender and Number

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

B. Captions

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

C. Counterparts

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

D. Time

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

E. Injunctive Relief

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

F. Authority

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

G. Control During Crisis Situation

If an event occurs at the Franchised Restaurant that ~~has or reasonably may cause harm or injury to customers, guests or employees (i.e., food spoilage/poisoning, food tampering/sabotage, slip and fall injuries, natural disasters, robberies, shootings, etc.)~~ or may damage the Proprietary Marks, the System or the reputation of HR or HR Affiliates (collectively "Crisis Situation"), Franchisee shall: (1) immediately contact appropriate emergency care providers to assist it in curing the harm or injury; and (2) immediately inform HR by telephone of the Crisis Situation. Franchisee shall refrain from making any internal or external announcements (i.e., no communication with the news media) regarding the Crisis Situation (unless otherwise directed by HR or public health officials).

To the extent HR deems appropriate, in its reasonable discretion, HR or its designee may control the manner in which the Crisis Situation is handled by the parties, including, without limitation, conducting all communication with the news media, ~~providing care for injured persons~~ and/or temporarily closing the Franchised Restaurant. The parties acknowledge that, in directing the management of any Crisis Situation, HR or its designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as it deems appropriate. Franchisee and its employees shall cooperate fully with HR or its designee in its efforts and activities in this regard and shall be bound by all further Crisis Situation procedures developed by HR from time hereafter. The indemnification under Section 24 shall include all losses and expenses that may result from the exercise of management rights by HR or its designee granted in this Section 31.G.

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

If Franchisee is a resident of one of the states listed in the heading of this Section 31.H (the "Applicable Franchise Registration State") or a non-resident who is acquiring franchise rights permitting the location of the Franchised Restaurant in the Applicable Franchise Registration State, then the following applies:

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

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

**HR:
HARDEE'S RESTAURANTS LLC**

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

**GUARANTEE AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS
(TO BE EXECUTED ONLY IF SECTION 16.F. IS APPLICABLE)**

In consideration of, and as an inducement to, the execution of the Hardee's Restaurant Franchise Agreement dated as of _____ ("Agreement") by Hardee's Restaurants LLC ("HR"), entered into with _____ ("Franchisee"), the undersigned ("Guarantors"), each of whom is a member of Franchisee's Continuity Group (collectively "Owners") or the spouse of an Owner ("Spouse"), hereby personally and unconditionally: **(1)** guarantee to HR and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and **(2)** agree personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement, including, without limitation, the provisions of Sections 19 and 24.

Owners and Spouses previously have provided HR personal financial information and Owners and Spouses acknowledge that Spouses are executing this Guarantee in order that Owners will meet the financial standards required by HR. Owners and Spouses also waive any rights granted under The Equal Credit Opportunity Act, 15 U.S.C. §§ 1691, *et seq.*, or similar applicable state law.

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

Each of the undersigned consents and agrees that: **(i)** his direct and immediate liability under this Guarantee shall be joint and several; **(ii)** he shall render any payment or performance required under the Agreement if Franchisee fails or refuses punctually to do so; **(iii)** such liability shall not be contingent or conditioned upon pursuit by HR of any remedies against Franchisee or any other person; **(iv)** such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which HR may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Franchisee to HR or HR Affiliates under the Agreement; and **(v)** monies received from any source by HR for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by HR. In addition, if any of the undersigned ceases to be a member of Franchisee's Continuity Group prior to termination or expiration of the Agreement, that person (and, if applicable, his/her spouse) agrees that his obligations under this Guarantee shall continue to remain in force and effect unless HR in its sole discretion, in writing, releases that person from this Guarantee. Notwithstanding the provisions of the previous sentence, the obligations contained in

Section 19.C. shall remain in force and effect for a period of 1 year after any such release by HR. A release by HR of any of the undersigned shall not affect the obligations of any other Guarantor.

If any of the following events occur, a default (“Default”) under this Guarantee shall exist: **(a)** failure of timely payment or performance of the obligations under this Guarantee; **(b)** breach of any agreement or representation contained or referred to in this Guarantee; **(c)** the death of, appointment of a guardian for, dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any of the undersigned; and/or **(d)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any of the undersigned. If a Default occurs, the obligations of the undersigned shall be due immediately and payable without notice.

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

Sections 29.A. through 29.E. of the Agreement are incorporated by reference into this Guarantee and all capitalized terms that are not defined in this Guarantee shall have the meaning given them in the Agreement.

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

GUARANTORS:

NAME, individually

Date: _____

Print Name: _____

Address: _____

NAME, individually

Date: _____

Print Name: _____

Address: _____

NAME, individually

Date: _____

Print Name: _____

Address: _____

APPENDIX A

FRANCHISE INFORMATION

1. **Franchised Location** (Recitals):

Hardee's Restaurant No.
ADDRESS

2. **Initial Franchise Fee** (Section 6.A.):

3. **Interests in Other Restaurants** (Sections 16.A. and 19.C.(2)(a) and (b)):

4. **Franchisee's Notice Address** (Section 26):

5. **Digital Tech Fee**: currently, \$~~100~~⁺120 per 4-week accounting fiscal period, for access to OLO, Data Menu Management, Data Management (customer data processing) and Future (enterprise data management and content management system). Required technology and the Digital Tech Fee are subject to change upon prior notice to Franchisee.

⁺-As of 5/2023: \$80

APPENDIX B

ROYALTY FEE

The royalty fee as provided for in Section 6.B. of the Franchise Agreement is as follows ^{*/}:

Year of Operation of the Franchised Restaurant		Percentage of Gross Sales

APPENDIX C

FRANCHISEE’S ADVERTISING AND PROMOTION OBLIGATION

As of the date of the Franchise Agreement, Franchisee’s APO under Section 8 of the Franchise Agreement and its allocation is as set forth below:

- | | | |
|----|--|----------------------|
| 1. | Hardee’s National Advertising Fund
(Section 8.B.) | 4.25% of Gross Sales |
| 2. | Regional Advertising Cooperative
(Section 8.C.) | ____% of Gross Sales |
| 3. | LSM allocation
(Section 8.D.) | ____% of Gross Sales |

TOTAL APO: 5.50% of Gross Sales

The Franchised Restaurant is located in the following Designated Market Area: _____

- NOTES:**
- (a) The limitations in Section 8 on HR shall not prevent the Franchised Restaurant’s Regional Co-op from requiring a contribution, that when added to Franchisee’s HNAF contribution, results in a total APO in excess of 7% of Gross Sales.
 - (b) HR has the right to eliminate the LSM allocation.

APPENDIX D

OWNERSHIP INTERESTS

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

Name	Address	Ownership Interest

Type of Business Entity: _____

CONTINUITY GROUP AND OPERATING PRINCIPAL

Franchisee’s Continuity Group shall be comprised of the following persons:

Franchisee’s Operating Principal is:

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX E

ACKNOWLEDGMENT ADDENDUM TO HARDEE'S RESTAURANT FRANCHISE AGREEMENT

THIS ACKNOWLEDGMENT ADDENDUM DOES NOT APPLY TO CANDIDATES LOCATED IN, OR FRANCHISED RESTAURANT BUSINESSES TO BE LOCATED IN, ANY OF THE FOLLOWING FRANCHISE REGISTRATION STATES: CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI.

As you know, you and we are entering into a Franchise Agreement for the operation of a Hardee's Restaurant franchise. Please review each of the following statements carefully and confirm their accuracy or advise us of their inaccuracy.

Acknowledgments and Representations. I, the undersigned Franchisee, hereby acknowledge and represent to Hardee's Restaurants LLC ("HR"), as follows:

A. I have received a copy of Hardee's Restaurants Franchise Disclosure Document (and all exhibits and attachments) (the "Disclosure Document") at least fourteen calendar days prior to signing the Hardee's Restaurants Franchise Agreement (the "Franchise Agreement"). If I am a resident of Iowa, I acknowledge that I received the Disclosure Document at the earlier of the first personal meeting or at least 10 business days before the execution of any franchise or other agreement or payment of any consideration that relates to the franchise relationship. *If not accurate, please comment:* _____

B. The Franchise Agreement involves significant legal and business rights and risks. HR does not guarantee my success. I have read the Franchise Agreement in its entirety, conducted an independent investigation of the business contemplated by the Franchise Agreement, have been thoroughly advised with regard to the terms and conditions of the Franchise Agreement by legal counsel or other advisors of my choosing, recognize that the nature of the business conducted by Hardee's Restaurants may change over time, have had ample opportunity to investigate all representations made by or on behalf of HR, and have had ample opportunity to consult with current and former franchisees of HR. The prospect for success of the business undertaken by me is speculative and depends to a material extent upon my personal commitment, capability and direct involvement in the day-to-day management of the business. *If not accurate, please comment:* _____

C. HR makes no express or implied warranties or representations that I will achieve any degree of success in the development or operation of the Franchised Restaurant and that success in the development and operation of the Franchised Restaurant depends ultimately on my efforts and abilities and on other factors, including, but not limited to, market and other economic conditions, my financial condition and competition. *If not accurate, please comment:* _____

D. HR has entered, and will continue to enter, into agreements with other franchisees. The manner in which HR enforces its rights and the franchisees' obligations under any of those other agreements shall not affect the ability of HR to enforce its rights or my obligations under my Franchise Agreement. *If not accurate, please comment:* _____

E. Other than as expressly stated in Item 19 of the Disclosure Document, I have not received from HR or its affiliates or anyone acting on their behalf, any oral, written or visual claim, statement, promise or representation to me that stated, suggested, predicted or projected sales, revenues, earnings, income or profit levels at any Hardee's Restaurant location. *If not accurate, please comment:* _____

F. I have not received from HR or its affiliates or anyone acting on their behalf, any representations other than those contained in the Hardee's Franchise Disclosure Document provided to Franchisee as inducements to enter this Agreement. *If not accurate, please comment:* _____

G. I understand that I am responsible for developing my own business plan for my Hardee's Restaurant business, including capital budgets, financial statements, projections and other elements appropriate to your particular circumstances, and as part of my planning, I need to take into account the expenses I will incur. Expenses that I may incur include, but are not limited to, royalty and marketing fees, interest on debt service, insurance, legal and accounting charges, and depreciation/ amortization. I have been advised to consult with my professional advisors to assist me to identify the expenses I likely will incur, to prepare my budgets, and to assess the likely or potential financial performance of my Store. In developing the business plan, I understand that I should make necessary allowance for changes in financial results to income, expenses, or both, that may result from operation of my store during periods of, or in geographic areas suffering from, economic downturns, inflation, unemployment, or other negative economic influences. *If not accurate, please comment:* _____

H. I understand that any training, support, guidance or tools HR provides to me as part of the franchise are for the purpose of protecting the Hardee's Restaurants brand and trademarks and to assist me in the operation of my business and not for the purpose of controlling or in any way intended to exercise or exert control over my decisions or day-to-day operations of my business, including my sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of my employees and all other employment and employee related matters. *If not accurate, please comment:* _____

I. On the receipt pages of my Disclosure Document I identified _____
_____ as the franchise sellers involved in this franchise sales process (these are the company representatives who offered me my franchise). The franchise sellers identified above are the only franchise sellers involved with this transaction. *If not accurate, please identify any additional franchise sellers involved with this transaction:* _____

IF MORE SPACE IS NEEDED TO RESPOND TO ANY REPRESENTATION, CONTINUE ON A SEPARATE SHEET AND ATTACH.

I UNDERSTAND THAT MY ANSWERS ARE IMPORTANT AND THAT HARDEE'S RESTAURANTS, LLC WILL RELY ON THEM. BY SIGNING THIS ADDENDUM, I REPRESENT THAT I HAVE CONSIDERED EACH REPRESENTATION CAREFULLY AND RESPONDED FULLY AND TRUTHFULLY.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER ENTITY, EACH OF ITS PRINCIPAL OWNERS MUST EXECUTE THIS ACKNOWLEDGMENT.

_____, individually

Date

APPENDIX F
COMMENCEMENT DATE ADDENDUM

HR-SLA Franchise Agreement – 5/~~23~~24
Franchisee (Alpha Code)
#Unit Number (City, State)
Month, Year
[DMS_US.364121809.2](#)

COMMENCEMENT DATE ADDENDUM

This Commencement Date Addendum is dated as of _____ and is made between Hardee’s Restaurants LLC (“HR”) and _____ (“Franchisee”).

HR and Franchisee entered into a Franchise Agreement dated _____ (the “Franchise Agreement”). Pursuant to the terms of the Franchise Agreement, the parties agreed to sign this Commencement Date Addendum upon the opening of the Hardee’s Franchised Restaurant referenced in the Franchise Agreement (the “Franchised Restaurant”). Accordingly, HR and Franchisee agree that the Franchise Agreement is modified as follows:

1. The Franchised Restaurant opened for business on _____. The Initial Term of the Franchise Agreement expires on _____.

HR and Franchisee agree that the terms of this Commencement Date Addendum are incorporated into the Franchise Agreement. If any term of this Commencement Date Addendum conflicts with the terms of the Franchise Agreement, the terms of this Commencement Date Addendum will control.

HARDEE’S RESTAURANTS LLC

FRANCHISEE

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

APPENDIX G

HARDEE'S LEASE ADDENDUM

HR-SLA Commencement Date Addendum – 5/~~23~~24

Franchisee Name (Alpha Code)

Unit #

Street Address

City, State

[DMS_US.364121809.2](#)

HARDEE'S LEASE ADDENDUM

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

RECITALS:

Pursuant to the Lease, Landlord will lease or has leased to Tenant certain real property as defined in the Lease (“Premises”) for the operation of a franchised Hardee’s Restaurant (“Restaurant”);

Tenant will develop and operate the Restaurant pursuant to a franchise agreement (the “Franchise Agreement”) with Hardee’s Restaurants LLC or its affiliates (collectively “HR”), and the Lease is contingent upon Tenant’s execution of the Franchise Agreement with HR; and

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

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

1. The effectiveness of the Lease is contingent upon Tenant’s execution of the Franchise Agreement with HR within 30 days after the date of this Addendum.
2. Landlord consents to Tenant’s use of the proprietary signs, distinctive exterior and interior designs, colors and layouts, and the trademarks prescribed by HR (collectively, “Proprietary Marks”), and upon expiration or the earlier termination of the Lease, consents to permit Tenant, at Tenant’s expense, to remove all such items and other trade fixtures, so long as Tenant makes repairs to the Premises caused by such removal.
3. Landlord and Tenant each agrees to provide HR (at the same time as sent to the other party) a copy of all amendments, assignments, any notices of default, option and refusal rights notices and any other material documents or correspondence or notices pertaining to the Lease and the Premises, including without limitation, tenant estoppel certificates and subordination agreements. HR’s mailing address, until further notice, for this purpose is Attention: Franchise Legal Team, 6700 Tower Circle, Suite 1000, Franklin, TN 37067.
4. Following reasonable notice to Landlord, HR shall have the right to enter the Premises to make any modifications or alterations necessary to protect the “Hardee’s Restaurant System” and the Proprietary Marks and to cure any Tenant default under the Lease within the time periods provided by the Lease, and charge Tenant for all costs incurred in making such modifications or alterations and for curing any such default, all without being guilty of trespass or other tort.
5. Landlord agrees that Tenant, and not HR, shall be solely responsible for all obligations, debts and payments under the Lease and that HR shall have no liability in that regard.
6. Landlord agrees that, following the expiration or earlier termination of the Lease or the Franchise Agreement, Tenant shall have the right to make those alterations and modifications (including removal and

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

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

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

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

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

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

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

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

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

[Remainder of Page Intentionally Blank]

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

LANDLORD:

By: _____

Print Name: _____

Title: _____

Date: _____

TENANT:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT E

~~CO-BRAND LOCATION ADDENDUM~~

~~**CO-BRAND LOCATION ADDENDUM TO
THE HARDEE'S RESTAURANT FRANCHISE AGREEMENT**~~

~~THIS ADDENDUM to the Hardee's Restaurant Franchise Agreement dated as of _____ ("Franchise Agreement") between Hardee's Restaurants LLC ("HR") and _____ ("Franchisee") is entered simultaneously with the execution of the Franchise Agreement.~~

~~**RECITALS**~~

~~HR and Franchisee have entered into the Franchise Agreement, pursuant to which Franchisee is authorized to operate the Franchised Restaurant at the Franchised Location.~~

~~Since the Franchised Restaurant will be operated in connection with the operation of a gasoline station, truck stop and/or convenience store, certain provisions of the Franchise Agreement will not be applicable to the Franchised Restaurant and its operation, and certain other provisions need to be added to the Franchise Agreement to govern the Franchised Restaurant and its operation.~~

~~In light of the other business(es) operated in proximity to the Franchised Restaurant, HR and Franchisee are entering into this Addendum to modify the Franchise Agreement as set forth in this Addendum.~~

~~In consideration of the covenants and agreements set forth below, the parties agree as follows:~~

~~**1.** Section 1.A. is amended by adding the following sentences after the first sentence of the first paragraph:~~

~~The Franchised Restaurant is part of a larger site ("Facility") at the street address specified in Appendix A and it occupies that portion of the Facility indicated on the site plan attached to the Co-Brand Location Addendum. In addition to the Franchised Restaurant, Franchisee and/or its affiliates operate those other businesses at the Facility identified in Appendix 1 attached to the Co-Brand Location Addendum.~~

~~**2.** If Franchisee operates a gasoline station at the Facility pursuant to a contract with _____ ("Supplier") for the supply and subsequent sale of petroleum products ("Supply Contract"), the first sentence of Section 2.A. is deleted and replaced with the following:~~

~~The Initial Term of this Agreement and the Franchise granted by this Agreement shall begin on the date of this Agreement and, unless this Agreement is terminated at an earlier date pursuant to Section 20, expire upon the earlier of (i) midnight on the day preceding the 20th anniversary of the date the Franchised Restaurant first opened for business; or (ii) upon the expiration or earlier termination of Franchisee's Supply Contract, provided Franchisee does not enter into a new Supply Contract within 30 days after the expiration or earlier termination of Franchisee's previous Supply Contract.~~

~~**3.** Section 6.B. is amended by adding the following sentences at the end of the Section:~~

~~Gross Sales shall not include revenues from any other businesses operated by Franchisee at the Facility other than the Franchised Restaurant. Beverage sales shall be included in Gross Sales only with respect to beverages ordered at the Franchised Restaurant. If: (1) beverages cannot be ordered at the Franchised Restaurant; or (2) Franchisee's point of sale system~~

~~cannot allocate to Gross Sales beverages ordered at the Franchised Restaurant, the royalty fee to be paid by Franchisee shall be 5.5% of Gross Sales.~~

4. ~~Section 8.D. is amended by adding the following sentence at the end of the first paragraph:~~

~~Franchisee may jointly advertise the Franchised Restaurant with the other businesses at the Facility operated by Franchisee and/or its affiliates; however, Franchisee may apply against its LSM obligation only a proportionate amount of the cost of such joint advertising (i.e., if Franchisee advertises one other business along with the Franchised Restaurant, only 50% of the cost of the advertisement may be applied to its LSM obligation).~~

5. ~~Section 11A. is amended by deleting the third sentence of the first paragraph and inserting the following sentence in its place:~~

~~Franchisee, the General Manager, a minimum of 6 Shift Leaders, the Site Manager and any other employees hired by Franchisee to fill certain designated positions shall attend and satisfactorily complete each element of the Franchise Management Training Program.~~

6. ~~Section 11.B. is amended by deleting the first sentence and inserting the following sentence in its place:~~

~~HR shall have the right (which may be exercised at any time and in HR's reasonable discretion) to require that Franchisee, Franchisee's owners, the Operating Principal, the General Manager, the Site Manager and any other employees hired by Franchisee to fill certain designated positions take and successfully complete other training courses in addition to the management training program.~~

7. ~~Section 12.D. is amended by deleting Subsection (1) and replacing it with the following:~~

~~(1) inspect the Franchised Restaurant;~~

8. ~~Section 13.E. is amended by adding the following sentence at the end of the second paragraph:~~

~~Franchisee also agrees that it and its affiliates shall maintain the other businesses operated at the Facility in first class condition and repair.~~

9. ~~Section 13.F. is amended by adding the following sentence at the end of the Section:~~

~~Notwithstanding the foregoing, Franchisee will not be required to operate the Franchised Restaurant when its adjacent businesses at the Facility are not operating.~~

10. ~~Section 13.G. is deleted and replaced with the following section:~~

~~**G. Franchised Restaurant Management and Personnel**~~

~~The Franchised Restaurant shall at all times be under the on-site supervision of one of the following designated individuals, who must meet, to the satisfaction of HR, HR's applicable training qualifications for their designated position: the Operating Principal, a Multi-Unit Manager, a restaurant manager, the Site Manager, or, for specific, limited periods of time, as authorized by HR, a Shift Leader. Franchisee must, at all times, employ for the Franchised Restaurant at least one General Manager and a sufficient number of employees who have successfully completed the Franchise Management Training Program to ensure that the Franchised Restaurant operates in accordance with the System. If, at any time, Franchisee ceases to employ the required number of trained personnel as described above,~~

~~Franchisee has 30 days (from the date on which Franchisee has less than the required number of trained personnel) to hire and enroll replacement personnel in the Franchise Management Training Program.~~

~~Franchisee, Franchisee's Operating Principal or, if applicable, the Multi-Unit Manager shall remain active in overseeing the operations of the Franchised Restaurant, including, without limitation, regular, periodic visits to the Franchised Restaurant and sufficient communications with HR to ensure that the Franchised Restaurant's operations comply with HR's operating standards as defined in the OPM or otherwise in written or oral communications.~~

~~Franchisee shall designate one or more individuals to serve as a restaurant manager and Site Manager. The Restaurant Manager will report to the Site Manager and will devote full-time and best efforts to the operation of the Franchised Restaurant. The Site Manager will be responsible for the supervision and conduct of the Franchised Restaurant and any other businesses that Franchisee may operate at the Facility. At Franchisee's option, one person may hold more than one of these positions. Every person Franchisee names to hold one of these positions shall: (1) be a full-time employee of Franchisee; (2) successfully complete the Franchise Management Training Program and any additional training required by HR; and (3) be approved by HR to hold the applicable position(s), which approval shall not have been withdrawn.~~

~~Franchisee shall hire, and all times employ, a sufficient number of trained employees for the Franchised Restaurant and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of the Franchised Restaurant. Franchisee shall establish at the Franchised Restaurant a training program for all employees that meets the standards prescribed by HR.~~

~~Franchisee shall employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of HR, HR Affiliates and the System and, while on duty, comply with the dress attire, personal appearance and hygiene standards set forth in the OPM. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to all customers and fellow employees of the Franchised Restaurant.~~

11. Section 13.H. is amended by deleting the last sentence and replacing it with the following sentences:

~~In addition, HR has the right to approve (to be granted or withheld in HR's sole discretion) all Hardee's signage at the Facility. Unless otherwise approved by HR (in its sole discretion) all Hardee's signage shall be of a size at least equal to that of the signage for the other businesses at the Facility. No sign, logo or advertising media of any kind to which HR objects as being inconsistent with the image of HR or the System shall be displayed in or upon the Facility.~~

12. Section 15.B. is amended by adding the following new Subsection (8):

~~(8) If alcoholic beverages are sold at the Facility, Franchisee shall maintain Dram Shop coverage and Liquor Liability coverage for bodily injury and property damage with policy limits of not less than \$1,000,000.~~

- 13.** Section 15.B. is amended by adding the following sentence to the end of the Section:
If Franchisee maintains a program of self insurance, Franchisee, with the prior written consent of HR not to be unreasonably withheld, may self insure the obligations described in this Section.
- 14.** Section 16.A. is amended by deleting Subsection (5).
- 15.** Section 18.G. is amended by adding the following sentences at the end of the Section:
Notwithstanding anything to the contrary in this Section, the right of first refusal granted to HR and its designee in this Section arising from a proposed transfer by Franchisee that requires HR's consent shall include, and extend to, a proposed transfer by Franchisee and/or its affiliates of any interest in the other businesses at the Facility.
- 16.** The following Subsection (e) is added to Section 19.C.(2):
(e) ~~The preceding restrictions will not be breached by the operation by Franchisee and/or its affiliates at the Facility of those other businesses identified in Appendix 1 attached to the Co-Brand Location Addendum. Franchisee agrees that Franchisee and its affiliates shall obtain HR's prior written consent, to be granted or withheld in HR's sole discretion, before substituting any business at the Facility for any business identified in Appendix 1 or adding any business to the Facility.~~
- 17.** Section 24.A. is amended by deleting the first sentence and inserting the following sentence in its place:
Franchisee and all guarantors of Franchisee's obligations under this Agreement shall, at all times, indemnify, defend (with counsel reasonably acceptable to HR), and hold harmless (to the fullest extent permitted by law) HR, its parents and HR Affiliates, and their respective predecessors, successors, assigns, past and present stockholders, directors, managers, officers, employees, members, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against HR, HR Affiliates and/or Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted): **(1)** arising out of or resulting from Franchisee's activities under this Agreement, excluding the gross negligence or willful misconduct of HR; or **(2)** arising out of or resulting from or connected with any of the other businesses at the Facility.
- 18.** If Franchisee operates a gasoline station at the Facility, Franchisee covenants and agrees that:
(A) it has provided HR a complete and accurate copy of its Supply Contract; and
(B) it will promptly provide HR a copy of all amendments to, and assignments of, the Supply Contract and all notices of default sent to Franchisee pertaining to the Supply Contract.
- 19.** Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.
- 20.** Except as expressly provided in this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

~~IN WITNESS WHEREOF~~, the parties have duly executed, sealed and delivered this Addendum as of the date of the Franchise Agreement.

HR:
HARDEE'S RESTAURANTS LLC

By: _____

Print Name: Kerry Olson

Title: General Counsel

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

~~APPENDIX 1~~

~~OTHER BUSINESSES OPERATED AT THE FACILITY~~

Site Plan

EXHIBIT F-1

**SOFTWARE SUPPORT AGREEMENT FOR PAR BRINK &
CRUNCHTIME**

SOFTWARE SUPPORT AGREEMENT (FOR PAR BRINK AND CRUNCHTIME)

THIS AGREEMENT is made as of this _____ day of _____, ~~2023~~2024 by and between CKE RESTAURANTS HOLDINGS, INC., a Delaware corporation (“CKR”), and _____, a _____ (“Franchisee”).

RECITALS

A. Pursuant to certain franchise or license agreements (“Franchise Agreement(s)”) between Franchisee and CKR’s subsidiary, Hardee’s Restaurants LLC (“Franchisor”), Franchisee is the operator of the franchised Hardee’s restaurants located at the addresses listed in attached Exhibit A (“Franchised Restaurants”). Franchisee may add new Franchised Restaurants to this Agreement, with CKR’s consent, by amending Exhibit A.

B. CKR’s third party software vendor, Partech, Inc. (“PAR Brink”), has developed a point of sale system used in connection with the operation of a Hardee’s restaurant. CKR’s third party software vendor CrunchTime, Inc. (“CrunchTime”) has developed a back office system used in connection with the operation of a Hardee’s restaurant (collectively the software as be referred to as “Licensed Products”).

C. Franchisee has entered into Software License Agreements with PAR Brink and CrunchTime to use the Licensed Products upon the terms and conditions contained therein.

D. Franchisee has requested to use, and CKR has agreed to provide certain, in-house technical support for the Licensed Products, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.1 “**Confidential Information**” means the Licensed Products and licensed materials which are confidential and proprietary trade secrets of CKR, PAR Brink or CrunchTime.

1.2 “**Covered Equipment**” means Franchisee’s approved point-of-sale system, back office computer and printer, as identified on attached Exhibit B, and any additional equipment identified on Exhibit B that has been approved by CKR for use with the Licensed Products and for use at the Franchised Restaurants. Any equipment currently used in the Franchised Restaurants that does not meet the Franchisor’s current specifications and product description listed on Exhibit B will not be considered as Covered Equipment. As Covered Equipment reaches its end of life as set forth on Exhibit B, Franchisee will need to replace the equipment with the then current Franchisor approved equipment.

1.3 “**Fiscal Period**” or “**Period**” means a four-week accounting period as defined by CKR.

1.4 “**Licensed Products**” means collectively the software systems designed by PAR Brink and CrunchTime for use as part of each Franchised Restaurant as further described in attached Exhibit B.

1.5 “**Support Services**” means telephonic help desk Level 1 and 2 maintenance services provided by CKR for the Licensed Products and Covered Equipment as described on Exhibit A.

1.6 **“Software Support Fees”** means that fees payable by Franchisee to CKR for the Support Services.

ARTICLE 2

SUPPORT SERVICES

2.1 **Support Services.** CKR will provide the Support Services to Franchisee subject to the terms and conditions of this Agreement. CKR, in its sole discretion, may subcontract with third party vendor(s) to provide the Support Services directly to Franchisee. Franchisee may request Support Services by calling CKR’s Help Desk at the access number set forth in Exhibit A, as modified from time to time

2.2 **Covered Equipment.** In order to facilitate the Support Services, Franchisee agrees to operate the Covered Equipment in accordance with the CKR’s and the manufacturer’s instructions. Franchisee shall enter into an agreement with Par Tech, Inc. (“Par Tech”) or Retail Technology Group, Inc. (“RTG”) to provide onsite and telephonic maintenance services to the Covered Equipment. Par Tech or RTG will bill Franchisee directly for such services. The agreements with Par Tech and RTG do not include the cost of any parts and/or labor needed to keep the Covered Equipment functional. Franchisee may add additional equipment to the designated environment, with CKR’s consent, by identifying that equipment in Exhibit A.

2.3 **Required Equipment.** Franchisee must install the following Next Generation Connectivity equipment and services in order to receive Support Services from CKR: 1) Cisco Meraki Firewall/Router with Advanced Security License; 2) Cisco Meraki Wireless Access Points, Cisco Meraki 48 port switch; 3) highly reliable internet with auto failover LTE backup; 4) Wi-Fi for guests (if Internet speeds are fast enough to support it) and back of house operations. Franchisee must contract with a CKR approved managed service provider to monitor and manage their network equipment (currently this is limited to AT&T and One Source Communications). Franchisee agrees to procure and install such required dedicated data lines, including telephone and/or high-speed Internet connections, modems and other computer-related accessory or peripheral equipment as specified by CKR and/or Franchisor. Franchisee’s dedicated data lines for each Franchised Restaurant are identified in Exhibit A.

2.4 **Access to Data.** Franchisee agrees that CKR and/or its designee shall have the free and unfettered right to retrieve any data, customer information and other information from Franchisee’s computers as CKR and/or Franchisor, in their sole discretion, deem appropriate, including electronically polling the daily sales, computer information and other data of the Franchised Restaurants, with the cost of the retrieval to be borne by CKR and/or Franchisor. Franchisee shall backup all data on its computer system daily and comply with any and all other operational requirements required by its Franchise Agreement(s) and any manuals that govern the operation of the Franchised Restaurants.

ARTICLE 3

FEES

3.1 **Software Support Fees.** Commencing at the end of the first Fiscal Period following the date of this Agreement, Franchisee shall pay to CKR, by ACH payment, the Software Support Fees in the amounts and frequency set forth on Exhibit A. CKR shall have the right, upon 60 days’ prior written notice to Franchisee, to increase the Support Services Fees.

3.2 **Initial Training Support for PAR Brink and Crunch Time Software.** In order to facilitate the support services, Franchisee agrees to purchase and participate in mandatory initial training programs for use of the PAR Brink and Crunch Time software. The scope of the training programs for each software is set forth on Exhibit C to this Agreement. The cost for the training programs shall be a one-time fee of \$1,250

which will be billed to the Franchisee by CKR upon execution of this Agreement. Additional training programs may be made available to Franchisee, at CKR's discretion, for additional training fees.

3.3 Taxes. Franchisee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Licensed Products, or arising out of or in connection with this Agreement. If CKR pays any taxes on behalf of Franchisee, CKR shall invoice Franchisee for those taxes, and Franchisee agrees to pay those taxes within 30 days from the date of invoice.

3.4 Interest. If any payments by Franchisee due to CKR are not received by CKR by the due date, Franchisee, in addition to paying the amount owed, shall pay CKR interest on the amount owed from the date due until paid at the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Restaurants are located or 18% per annum calculated on a daily basis, whichever is less.

ARTICLE 4

CONFIDENTIALITY

4.1 Confidential Information. Franchisee shall protect the Confidential Information as trade secrets of CKR, PAR Brink and CrunchTime. Franchisee agrees that it shall not, without the written permission of CKR, PAR Brink and CrunchTime: **(a)** modify any Confidential Information; **(b)** reverse engineer, decompile, decrypt or disassemble the Confidential Information or attempt to do so; **(c)** transfer, rent, lease, lend or sublicense any Confidential Information to anyone for any purpose; or **(d)** reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than Franchisee's employees with a need to know that Confidential Information, to perform employment responsibilities consistent with Franchisee's rights under this Agreement. Franchisee shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections Franchisee uses to protect its own most confidential information. Franchisee shall inform its employees of their obligations under this Agreement and shall take those steps as may be reasonable in the circumstances, or as may be reasonably requested by CKR, PAR Brink and CrunchTime, to prevent any unauthorized disclosure, copying or use of the Confidential Information.

4.2 Unauthorized Disclosure. Franchisee shall notify CKR immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Franchisee, and shall fully cooperate with CKR to help CKR regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

ARTICLE 5

NO WARRANTY

CKR EXPRESSLY DISCLAIMS, AND FRANCHISEE HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CKR DOES NOT WARRANT THAT THE LICENSED PRODUCTS WILL MEET FRANCHISEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE LICENSED PRODUCTS WILL BE CORRECTED. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE LICENSED PRODUCTS IS WITH FRANCHISEE. FRANCHISEE ACKNOWLEDGES AND AGREES THAT FRANCHISEE IS ACCEPTING EACH OF THE LICENSED PRODUCTS UNDER THIS LICENSE IN ITS "AS IS" CONDITION.

ARTICLE 6

LIMITATION OF LIABILITY

CKR HAVE NO LIABILITY TO FRANCHISEE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. CKR WILL NOT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS, LOSS OF PROFIT OR OTHER FINANCIAL LOSS BY FRANCHISEE DURING THE PERIOD IN WHICH THE LICENSED PRODUCTS ARE INOPERATIVE, NOR WILL CKR BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY THE LICENSED PRODUCTS. IN ANY EVENT, THE LIABILITY OF CKR TO FRANCHISEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO CKR BY FRANCHISEE UNDER THIS AGREEMENT DURING THE TRAILING 12 MONTH PERIOD. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND OTHER TORTS. THE FEES IN THIS AGREEMENT REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

ARTICLE 7

TERM AND TERMINATION

7.1 Term. The term of this Agreement shall, with respect to each Franchised Restaurant, be co-extensive with the term of the applicable Franchise Agreement.

7.2 Termination. This Agreement shall, with respect to each Franchised Restaurant, terminate simultaneously with the termination or expiration of the Franchise Agreement between Franchisee and Franchisor for that Franchised Restaurant. Either party may terminate this Agreement by providing 60 days' prior written notice to the other; provided, however, that CKR may terminate this Agreement, without prejudice to any other remedy CKR may have, immediately without further obligation to Franchisee in the event of: **(a)** any breach by Franchisee of any material provision of this Agreement which breach is not or cannot be remedied within 24 hours of CKR's notice to Franchisee; or **(b)** any assignment by Franchisee for the benefit of its creditors, the filing under any voluntary bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import in connection with Franchisee, or the appointment of a trustee or receiver for Franchisee or its property.

ARTICLE 8

GENERAL

8.1 Miscellaneous. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement, their respective successors and permitted assigns. Franchisee may not assign its rights or obligations under this Agreement without the prior written consent of CKR. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy. This Agreement contains the entire agreement between the parties concerning the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement.

8.2 Governing Law. This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles.

8.3 Force Majeure. CKR shall not be liable for any loss or damage due to: **(a)** delays caused by any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party; **(b)** food spoilage or loss of business; or **(c)** any other cause not within its control.

8.4 Limitation of Action. Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement shall be brought or instituted within a period of 2 years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

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

8.6 Costs and Expenses. Franchisee agrees to pay to CKR on demand any and all costs and expenses incurred by CKR in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by Franchisee to CKR. These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees, court costs, expert witness fees and discovery costs, together with interest charges on all of the foregoing.

8.7 Notice. No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to: **(a)** if to Franchisee, Franchisee at the notice address set forth in Exhibit A; and **(b)** if to CKR, CKE Restaurants Holdings, Inc., 6700 Tower Circle, Suite 1000, Franklin, TN 37065 (marked Attn: Restaurant Technology) (Email: restauranttechnology@ckr.com). Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt (or first rejection) and may be: **(i)** delivered personally; **(ii)** transmitted by email to the address set forth above (or in Exhibit A) with electronic confirmation of receipt; **(iii)** mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or **(iv)** mailed via overnight courier.

[Remainder of Signatures on following page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives to be effective as of the date first written above.

CKR:
CKE RESTAURANTS HOLDINGS, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

1. Franchised Restaurants:

Unit Number	Location

2. Software Support Fees:

L1/L2 Help Desk Support \$118 per Franchised Restaurant per Fiscal Period (i.e., CKR’s 4-week accounting period)

Hosting Fee \$6.50 per Fiscal Period (4-week accounting period), plus the CrunchTime hosting fee of \$1.50 per Fiscal Period

3. Support Services: Licensor shall provide access to help desk support services at designated dates and times set by Licensor and which shall be accessible by the Help Desk Access Number set forth below or to such other telephone number, email address or other means that may be designated by Licensor from time to time.

4. Help Desk Access Number: (866) 400-2253

5. Franchisee’s Notice Address: _____

EXHIBIT B

COVERED EQUIPMENT*

Milestone	Definition	Date
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End-of-Life Announcement Date	The date the document that announces the end-of-sale and end-of-life of a product is distributed to the general public.	January 20, 2021
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EOL Equipment	Product Description	Replacement Equipment	Additional Information
<u>KITCHEN</u>			
QSR ePic (DE4000)	Older QSR controller with DOS/Win7	XCEED VIDEO CONTROLER, CE6 R3 Brink Kitchens w/HP controllers	QSR AUTOMATIONS HP-T530 w/ approved Bump Bar
<u>POS Terminals</u>			
PAR 7700 Terminal (ES7K) & older PAR terminals	POS Ready 7 embedded w/ EOL Oct 2021	TERMINAL,COUNTER,ES 8500 (ES8K) TERMINAL, ES 600 AURES 1900 (J1900)	PAR TECH INC. PAR TECH INC. Yuno
Dell AIO	WIN7 devices need to be upgraded to WIN10	Dell 3030/3050	All units out of warranty and limited supply
<u>Pin Pad Devices</u>			
Elavon IPP 350	Device is EOL - now in a Break/Replace format (no Brink SAF)	Elavon Lane 3000	Device - only certified with Brink SAF
<u>Back Office Computers</u>			
Dell 7010,7020,5040 , 3010, 3020	Win 7 devices	Dell 3070	Dell I5 (can use Dell 5050T)
<u>Drive Thru Devices</u>			
HyperView POE Display	HAT POE OCB - HX2-K50	SiCOM oDMB w/ OCB embedded	SiCOM - with multiple options of screens and pre-sale board

EOL Equipment	Product Description	Replacement Equipment	Additional Information
		DELPHI OCB - 9207	Delphi IP based OCB - Serial w/ RPxxxxxxx
Delphi OCB - serial based or pre-RP network based	Older Delphi OCBs - including serial and pre-9200 series IP based	SiCOM oDMB w/ OCB embedded	SiCOM - with multiple options of screens and pre-sale board Delphi IP based OCB - Serial w/ RPxxxxxxx
Delphi FTT1000/FTT3000	Serial based timers from FastTrak - EOL	TIMER, HME ZOOM DRIVE-THRU	C12061 - Zoom timer with Cloud enablement and CKE Data Feed
HyperActive Q-Timer (Acrelec)/ Delphi FTT3000DTIS	Current timers will function on BOC w/ minor modifications - cannot install BOC dependent new	Replacements will need to be planned as POS System independent (Stand Alone) w/ secondary server and cloud feed.	
<u>LMS Training</u>		LMS TRAINING	
Dell 7010,7020,5040 , 3010, 3020	Dell desktops used for LMS - will function but OOW and not being repaired	Galaxy Android tablet Dell 5050T - Small FF Desktop	Obtained via SHI and tied to CKE WiFi Hardwired w/ Meraki connection (direct support only)

* Franchisee must replace end of life equipment with current Franchisor approved equipment. CKE will not support equipment that has reached its end of life as accounted by CKE.

EXHIBIT C

SCOPE OF TRAINING FOR PAR BRINK AND CRUNCHTIME

CrunchTime Scope of Training

- Train-the-trainer model
- Start Date: TBD
- Remote training only
- 4 hours of remote training to be conducted in classroom attendance
- Training will include a screen share
- Advance Class registration required

PAR Brink Scope of Training

- Train-the-trainer model
- Start Date:
- Remote training only (onsite training not available)
- 4 hours of remote training to be conducted Monday – Thursday
- Training will include a screen share/ virtual terminal walk through of order taking (front of house) operations.
- 2 days of post install go-live support for first 2 Franchised Restaurants

EXHIBIT ~~F~~E-2

STAR UNIVERSITY LICENSE AGREEMENT

STAR UNIVERSITY LICENSE AGREEMENT

THIS STAR UNIVERSITY LICENSE AGREEMENT (“Agreement”) is made as of DATE (“Effective Date”) by and between CKE RESTAURANTS HOLDINGS, INC., a Delaware corporation (“Licensor”), and FRANCHISEE (collectively, “Licensee”).

RECITALS

A. Pursuant to certain franchise or license agreements between Licensee and Licensor’s subsidiary identified in Exhibit A (“Franchisor”), Licensee is the operator of the franchised restaurants located at the addresses listed in Exhibit A (collectively, the “Franchised Restaurants”). Licensee may add new Franchised Restaurants to this Agreement, with Licensor’s prior written consent, by amending Exhibit A.

B. Licensor is a party to a certain educational, training and testing services Contract made and entered into with Cornerstone On Demand (“Vendor”) as of May 12, 2021, pursuant to which Vendor provides certain educational, training and testing services to facilitate the acquisition and evaluation of workplace skills, including without limitation, online courses and interactive multimedia training and creating and administering learning content. (collectively, the “Licensed Program”), for use by Licensor and its subsidiaries and their franchisees.

C. Licensor and/or its subsidiaries own or have the right to use and license to others certain proprietary content that from time to time is contained on the Licensed Program (collectively, the “Content”).

D. Licensor has the right to license to Licensee the Licensed Program and Content pursuant to the terms and conditions set forth in this Agreement.

E. Licensee desires to obtain a license, and Licensor desires to grant a license to Licensee, for access to and use of the Licensed Program and Content at the Franchised Restaurants upon the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1

LICENSE

1.1 License. Licensor grants Licensee a non-exclusive, non-transferable license to use the online Web sites and Web-based applications set forth on Exhibit A to access the Licensed Program and Content offered under the terms of this Agreement solely for Licensee's internal operations at each Franchised Restaurant at which Licensee remains Franchisor’s franchisee in good standing (“License”). Licensor has the right to add, modify and/or remove features and elements of the Licensed Program and Content from time to time, without notice to, or the consent of, Licensee. Any data and reports generated by Licensee’s use of the Licensed Program and Content are owned solely by Licensor.

1.2 Use of Licensed Program and Content. Licensee shall use the Licensed Program and Content solely for the purposes Licensor expressly permits from time to time in writing and in strict compliance with the standards issued in writing from time to time by Licensor. When accessing the Licensed Program and Content, Licensee shall follow any instructions issued in writing by Licensor.

1.3 Ownership; Proprietary Rights. Licensee acknowledges and agrees that (a) Vendor owns or is the licensee of the Licensed Program and Licensor owns the Content; and (b) the copyright, patent, trademark, trade secret, and all other intellectual property rights of whatever nature in the Licensed Program and Content are and shall remain the property of Licensor, Vendor or other third parties, as applicable, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party. Licensee shall not alter or delete the intellectual property notices or any other proprietary legends or marks as may be specified on the Licensed Program and Content.

ARTICLE 2 SUPPORT SERVICES

Licensor agrees to provide the following support services (collectively, "Support Services") with respect to the Licensed Program and Content: (1) help desk services, which shall be available throughout the duration of this Agreement at the designated dates and times set by Licensor and which shall be accessible by email directed to staracademy@ckr.com or to such other email address that may be designated by Licensor from time to time or by other means designated by Licensor from time to time; and (2) initial training services, which shall be available during the first 30 days following execution of this Agreement by both parties and which shall consist of up to 4 hours of remote instruction (at Licensor's option, via telephone, Internet or other means) on creating user accounts, reporting processes and general user navigation.

ARTICLE 3 FEES

3.1 License Fee. On the first day of each fiscal period (as defined from time to time by Licensor), Licensee shall pay to Licensor, without any right of set-off or deduction, a license fee ("License Fee") of \$14 for each Franchised Restaurant to access and use the Licensed Program, Content and Support Services. Licensor shall have the right, upon 30 days' prior written notice to Licensee, to increase the License Fee. Licensor may, but is not required to, send Licensee an invoice for the License Fee. All License Fees shall be payable in advance.

3.2 Taxes. Licensee shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the licensing of the Licensed Program and Content, or arising out of or in connection with this Agreement, other than taxes levied or imposed based upon Licensor's income. In the event that Licensor pays any such taxes on behalf of Licensee, Licensor shall invoice Licensee for such taxes and Licensee agrees to pay such taxes within 30 days from the date of invoice.

3.3 Interest. If any payments by Licensee due to Licensor are not received by Licensor by the due date, Licensee, in addition to paying the amount owed, shall pay Licensor interest on the amount owed from the date due until paid at the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Restaurants are located or 18% per annum calculated on a daily basis, whichever is less.

ARTICLE 4 CONFIDENTIALITY

4.1 Confidential Information. Without limiting the obligations under Franchise Agreements, Licensee agrees to treat the Licensed Program and Content (along with any passwords or account information, downloaded information, reports or other information generated by the Licensed Program or Content) as confidential, proprietary and trade secret information ("Confidential Information"). Licensee agrees that it shall not, without Licensor's prior written consent: (a) modify any Confidential Information;

(b) transfer, rent lease, lend or sublicense any Confidential Information to anyone for any purpose; or (c) reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform any person who is granted access under Licensee of their obligations under this Agreement and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information.

4.2 Distribution. Except as explicitly provided in this Agreement, Licensee shall not: (a) make available or distribute all or part of the Licensed Program or Content to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Licensed Program or Content; or (c) use the Licensed Program or Content to operate in or as a time- sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Licensed Program or Content.

4.3 Exclusions. Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of disclosure in breach of this Agreement by Licensee or anyone to whom Licensee transmits the information; (b) becomes available to Licensee on a non-confidential basis from a source other than Licensor who is not known by Licensee to be bound by a confidentiality agreement with Licensor or other legal or fiduciary obligation of secrecy; (c) Licensee can document was known to it or in its possession on a non-confidential basis prior to the date of disclosure by the discloser; (d) is independently developed by the recipient without use of, or reference to, Confidential Information, as demonstrated by tangible evidence; or (e) is furnished by the discloser to others with written confirmation that such information is not confidential and may be disclosed.

4.4 Unauthorized Disclosure. Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

ARTICLE 5 NO WARRANTIES

LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF PERFORMANCE, FINANCIAL PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE LICENSED PROGRAM OR CONTENT WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSED PROGRAM OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE LICENSED PROGRAM OR CONTENT WILL BE CORRECTED. THE ENTIRE RISK OF THE QUALITY AND PERFORMANCE OF THE LICENSED PROGRAM AND CONTENT IS WITH LICENSEE. LICENSEE ACKNOWLEDGES AND AGREES THAT IT IS ACCEPTING THE LICENSED PROGRAM AND CONTENT IN ITS "AS IS" CONDITION. LICENSEE ACKNOWLEDGES THAT THE LICENSED PROGRAM OR CONTENT MAY BE SHUT DOWN OR UNAVAILABLE PERIODICALLY FOR MAINTENANCE, UPGRADES, CHANGES, ETC. LICENSOR MAKES NO REPRESENTATIONS REGARDING THE VENDOR.

ARTICLE 6
INDEMNIFICATION

In addition to and not in substitution for any indemnity provided in the Franchise Agreements, Licensee hereby expressly agrees to indemnify and hold harmless Licensor, its affiliates and their respective employees, officers, directors, principals, successors, assigns, or agents, past or present from and against any claims, losses, costs, expenses (including, without limitation, reasonable legal fees), liabilities and damages arising out of or related to this Agreement and/or Licensee's use of the Licensed Program and Content including but not limited to: (i) any breach of any representation or warranty made by Licensee in this Agreement; (ii) any non-fulfillment or breach by Licensee of any of its agreements, covenants or obligations in this Agreement; or (iii) any reckless, malicious, or other tortious conduct by Licensee in connection with the obligations under this Agreement.

ARTICLE 7
LIMITATION OF LIABILITY

LICENSOR SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR WILL NOT BE RESPONSIBLE FOR ANY LOSS OF SALES OR LOST PROFITS BY LICENSEE DURING THE PERIOD IN WHICH THE LICENSED PROGRAM OR CONTENT IS INACCESSIBLE OR INOPERATIVE. NOR WILL LICENSOR BE RESPONSIBLE FOR ANY LOSS OR INACCURACY OF DATA CAUSED BY THE LICENSED PROGRAM OR CONTENT. IN ANY EVENT, THE LIABILITY OF LICENSOR TO LICENSEE FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT DURING THE TRAILING 12 MONTH PERIOD. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES AND LIMITATIONS SET FORTH IN THIS ARTICLE 7 ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND OF OTHER APPLICABLE LAWS. THE FEES IN THIS AGREEMENT REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES SET FORTH IN THIS AGREEMENT.

ARTICLE 8
TERM AND TERMINATION

8.1 Term. Unless this Agreement is terminated by its terms, the term of this Agreement commences on the Effective Date and remains in force until the earlier of: (a) for each Franchised Restaurant, the termination or expiration of the respective Franchise Agreement; or (b) Licensor's determination, in its sole discretion, to require Licensee to license from Licensor or a third-party provider the same or different licensed program and/or content under then-applicable terms. If Licensor loses the right to provide Licensee access to the Licensed Program, then this Agreement shall be amended or terminated as necessary. In addition, Licensee shall have the right to terminate this Agreement for any reason and at any time by providing Licensor with 60 days written notice of its intent to cease using the Licensed Program and Content.

8.2 Cessation of Use. Upon termination of this Agreement, Licensor will disconnect Licensee from the Licensed Program and Content and deactivate passwords, as applicable. Licensee shall cease

using the Licensed Program and Content and promptly return to Licensor all copies of all such materials and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in on-line or off-line computer memory, and destroy all copies of such materials that also incorporate Confidential Information. Licensor shall be entitled to enter the Franchised Restaurants to repossess and remove the Licensed Program and Content, and any other Confidential Information. Licensee shall, within 5 days from the effective date of the termination, certify to Licensor, in writing by an officer or director, that all copies of the Licensed Program and Content have been returned, deleted or destroyed. In the event of termination of the License granted by this Agreement for fewer than all Franchised Restaurants, Licensee shall comply with the foregoing with respect to the applicable Franchised Restaurants. Notwithstanding forgoing, upon request Licensee shall have the right to receive from Licensor such readily accessible reports or information containing data of Licensee's completed training modules (or other available data) with the understanding that Licensor shall not have the right to incur any additional expenses to provide such data to Licensee.

8.3 Injunctive Relief. Licensee acknowledges and agrees that its failure to comply with the terms of this Agreement, including the failure to fully comply with the post-termination obligations set forth in Section 8.2, is likely to cause irreparable harm to Licensor and/or Vendor not fully compensable by money damages and therefore Licensor shall not have an adequate remedy at law. Therefore, Licensee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Licensee, Licensor and Vendor shall be entitled to a preliminary and final injunction restraining the breach and/or to specific performance, without the necessity of posting any bond or undertaking in connection therewith. Any equitable remedies sought by Licensor shall be in addition to, and not in lieu of, all remedies and rights that Licensor otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

ARTICLE 9

GENERAL

9.1 Prior Agreements Related to Learn Center. The parties agree that any prior agreements between them for the Learn Center are terminated as of the effective date of this Agreement.

9.2 Miscellaneous. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation. If any part of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected. Failure by either party to exercise any right or remedy under this Agreement does not signify acceptance of the event giving rise to such right or remedy. This Agreement contains the entire agreement between the parties concerning the grant of the License to Licensee to use the Licensed Program and Content and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to this Agreement. No amendment to this Agreement is effective unless it is in writing and signed by duly authorized representatives of both parties. Each party to this Agreement agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect (including, without limitation, any applicable privacy or data protection laws).

9.3 Assignment. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement, their respective successors and permitted assigns. Licensee may not assign its rights or obligations under this Agreement without the prior written consent of Licensor. Licensor may transfer, assign or delegate this Agreement or any part of its rights or obligations under this Agreement to any person, affiliate or legal entity.

9.4 Governing Law. This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between

the parties shall be governed by and construed in accordance with the laws of the State of Tennessee without regard to conflicts of laws principles.

9.5 Force Majeure. Licensor shall not be liable for any loss or damage due to: (a) delays caused by any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government or other third party; (b) food spoilage or loss of business; or (c) any other cause not within its control.

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

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

9.8 Costs and Expenses. Licensee agrees to pay to Licensor on demand any and all costs and expenses incurred by Licensor in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by Licensee to Licensor. These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees, court costs, expert witness fees and discovery costs, together with interest charges on all of the foregoing.

9.9 Notice. No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to the party at the address stated in Exhibit A. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt (or first refusal of delivery) and may be: (a) delivered personally; (b) transmitted by facsimile to the number(s) set forth in Exhibit A with electronic confirmation of receipt; (c) mailed in the United States mail, postage prepaid, certified mail, return receipt requested; or (d) mailed via overnight courier.

9.10 Survival. Any section of this Agreement that is intended to survive termination or expiration shall so survive.

[\[Signatures on following page.\]](#)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized representatives as of the date written below.

**LICENSOR:
CKE RESTAURANTS HOLDINGS, INC.**

By: _____

Print Name: ~~Kerry Olson~~ Danell Caron

Title: ~~General Counsel~~ Vice

Date: _____

President, Legal

LICENSEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

1. **Franchisor:**

2. **Franchisee:**

3. **Franchised Restaurants:**

Franchisee (Customer #)	Unit Number PS# / Legacy #	Location

4. **Web sites/applications:** <https://cke.discoverlink.com>

5. **Licensee's Notice Address:**

Facsimile:

E-mail:

6. **Licensor's Notice Address:**

CKE Restaurants, Inc.
Attn: Star University
6700 Tower Circle, Suite 1000
Franklin, TN 37067

E-mail: staracademy@ckr.com

EXHIBIT ~~F~~E-3

OLO AUTHORIZED OPERATOR AGREEMENT

OLO AUTHORIZED OPERATOR AGREEMENT

This Olo Authorized Operator Agreement (the “Agreement”), effective as of _____ (the “Effective Date”), is made by and between Olo Inc., a Delaware corporation with a business address at 285 Fulton St. 82nd Floor, New York, NY 10007 (“Olo”) and _____, a _____ with a business address at _____ (“Operator”).

RECITALS

WHEREAS, Olo offers e-commerce, delivery enablement, payment solutions, and other associated solutions and services; and

WHEREAS, Operator is an authorized franchisee or licensee of CKE Restaurants Holdings, Inc. (“Customer”);

WHEREAS, Customer has entered into an agreement (“Master Services Agreement”) with Olo, whereby Olo shall provide certain services to Customer which may include e-commerce, delivery enablement, payment solutions, and other associated solutions and services; and

WHEREAS, Operator desires to use the services made available to Customer pursuant to the Master Services Agreement, and Olo desires to make available such services for use by Operator, all pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

“Aggregator” means an entity that offers End Users the ability to order Products (as defined below) from a range of different brands via a unified consumer-facing mobile application, website, storefront, or other means. For the avoidance of doubt, an Aggregator shall also be considered as a “Customer Third Party Provider.”

“Customer Third Party Providers” means third parties used and/or directed by Customer that interface with the Licensed Applications.

“End User(s)” means the consumers who access the Customer or Operator’s Licensed Applications (as defined herein) directly or indirectly, typically in conjunction with placing a digital order for the Product(s).

“Licensed Applications” means the products and services that are developed and operated by Olo to provide e-commerce, Aggregator integration, delivery enablement, and payment solutions and other associated services to its customers generally (through web, mobile web, mobile applications, voice ordering and call center solutions as applicable), and other related products and services which may be added from time-to-time, including any associated application program interfaces (“API(s)”) and any enhancements or modifications thereto.

“Operator Launch Date” means the specific date on which the initial Licensed Applications are available to End Users from Operator locations.

“Personally Identifiable Information” or “PII” means any and all individually identifiable information or data relating to a natural person that (a) directly or indirectly identifies or can be used to directly or indirectly identify an individual or household, (b) that relates to an individual or household, whose identity can be either directly or indirectly inferred, including any information that is linked or linkable to that individual or household, or (c) that may be considered personally identifiable information under any applicable Data Protection Laws (which includes any and all statutes, laws, ordinances, rules, regulations, codes, orders, official guidance, or other requirements of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of any competent jurisdiction, relating to the protection, use, or security of personally identifiable information, including, but not limited to, the California Consumer Protection Act).

“Product” means the food, beverage and/or any other good provided by the Operator for order by an End User.

“Services” means any services that Olo provides with each Licensed Application to Operator.

2. Services

2.1. Use of this Agreement. To the extent applicable, terms and conditions specific to each selected Licensed Application and the Services shall be set forth in Addendums attached hereto.

The Services shall also include any required, usual, appropriate or acceptable methods to perform activities related to the Services, including without limitation (a) conducting analytics and other product improvement activities, (b) carrying out the Services or the business of which the Services are a part, (c) carrying out any benefits, rights and obligations related to the Services, (d) maintaining records relating to the Services, and (e) complying with any legal or self-regulatory obligations related to the Services.

3. License; Proprietary Rights

3.1. License. Subject to the terms and conditions of the Agreement and the applicable Addendums, Olo hereby grants to Operator, during the Term, a non-exclusive, non-sublicensable (except as permitted hereunder), non-transferable (except pursuant to Section 10.4) license to access and use for itself and its End Users, the specific Licensed Applications selected in the applicable Customer Order Form. Operator shall not (a) assign this Agreement to any third party (it being understood that any such assignment shall be void ab initio); or (b) transfer, sell, or assign the right to use the Licensed Applications, including for the avoidance of doubt to any Customer Third Party Provider (except pursuant to Section 10.4). Olo reserves the right, in its sole discretion, to promulgate commercially reasonable standards that must be adhered to by Customer Third Party Providers (including, but not limited to, Olo's certification

of all integrations to the Olo APIs). Any Customer Third Party Provider's breach or suspected breach of data security or confidentiality, abuse, or malicious or suspected malicious activities, may (at Olo's sole discretion) necessitate the immediate suspension, and possible termination, of Customer Third Party Provider's access to the Licensed Applications. A breach of the obligations set forth in this Section 3.1 by Operator may constitute a material breach of this Agreement.

3.2. Proprietary Rights. As between Operator and Olo, Operator hereby acknowledges and agrees that Olo owns all right, title and interest, including all copyrights and other intellectual property and proprietary rights, in and to the Licensed Applications, and all custom developed documents, designs, computer programs, computer systems, computer documentation and other work product authored or prepared by Olo upon the request of Customer or otherwise arising out of the Services (collectively, "Olo IP").

3.3. Trademark License. Operator acknowledges that the ownership, right, title and interest in and to Olo's trademarks rests with Olo and agrees that it will do nothing inconsistent with such ownership. Operator may use the slogan "Skip the Line®" in marketing materials and store displays in reference to the order ahead program utilizing the Licensed Applications; provided however that any display of such slogan clearly denotes the slogan as a registered trademark of Olo.

4. Confidentiality; Security

4.1. A Party receiving Confidential Information may only use Confidential Information to exercise its rights and fulfill its obligations under this Agreement and will take reasonable measures to avoid unauthorized disclosure or misuse of the Confidential Information, including, but not necessarily limited to, taking such security precautions as it takes to protect its own Confidential Information. During and after the Term, the receiving Party agrees not to disclose Confidential Information, except (a) to its employees, agents, independent contractors, or professional advisors who have a need to know the same and who are legally bound to keep it confidential; (b) to a potential acquirer of the receiving Party's relevant assets, stock, or business under a strict duty of confidentiality, but only to the extent such potential acquirer has executed a term sheet, letter of intent or other similar agreement to negotiate such acquisition, and (c) as required to be disclosed by applicable Law, or judicial or other governmental or regulatory order (provided that the disclosing Party must use reasonable efforts to notify the other Party, unless legally prohibited, prior to disclosure in order to afford such other Party the opportunity to at its own expense seek a protective order or otherwise prevent or limit the disclosure). For the avoidance of doubt, the terms of this Agreement are Confidential Information belonging to both parties.

4.2. Security. The terms of Olo's Security Policy, available at www.olo.com/security-policy, are hereby incorporated by reference. Customer may provide in writing additional minimum security requirements, which Olo will use commercially reasonable efforts to promptly implement.

5. Representations and Warranties

5.1. Each party represents and warrants that (a) it has the legal power and authority to enter into this Agreement; (b) it will not violate, or use or provide the Services (as applicable) in violation of, any applicable Laws, including any applicable privacy and Data Protection Laws, or any third party right; (c) it will use or provide the Services (as applicable) in compliance with its agreements with third parties; and (d) it will comply with the terms of the Olo Security Policy, which are incorporated into this Agreement by reference. Olo further represents and warrants

that (i) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof, and (ii) its Security Policy will be no less stringent throughout the Term, and for two (2) years following the termination of this Agreement, than is as described at www.olo.com/security-policy; (iii) the Licensed Applications will be free from viruses or other disabling features and perform in all material respects to the applicable documentation for each Licensed Application.

5.2. OLO MAKES NO REPRESENTATION OR WARRANTY OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. THE WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Term and Termination

6.1. Term – Generally. The Term of this Agreement shall begin on the Operator Launch Date and shall remain in force for a period that shall expire once all corresponding Order Forms have terminated. This Agreement and corresponding Order Forms may terminate earlier as provided in Section 7.2 or Section 7.3, or as the parties may otherwise agree in writing.

6.2. Termination of the Master Services Agreement. This Agreement shall automatically terminate if and when the Master Services Agreement is terminated between Olo and Customer.

6.3. Termination for Cause; Reasonable Opportunity to Cure Breach. If a party breaches any material provision of this Agreement, the non-breaching party may terminate this Agreement and corresponding Order Forms by giving thirty (30) days' notice to the other party, except that such a termination shall not take effect if the breaching party cures the breach before the end of such thirty (30) day period. For purposes of this Agreement, breach of a material provisions means a breach that has caused or, with the passage of time, will cause substantial harm to the interests of the aggrieved party, specifically including but not limited to breaches

of 3.1 (License), 3.2 (Proprietary Rights), 3.3 (Trademark License) and 5 (Confidentiality; Security), or if the aggregate effect of non-material breaches by the same party satisfies this standard for materiality.

6.4. Termination of Franchise Agreement/Elimination of Location. This Agreement shall automatically terminate as to a franchised location if and when (i) the franchise agreement between Customer and Operator is terminated, in which case this Agreement shall terminate as to all Customer franchised locations of Operator, or (ii) Operator no longer owns and operates the franchised location, in which case, this Agreement shall only terminate as to such franchised location.

7. Indemnification

7.1. Each of Olo and Customer (in such capacity, the “Indemnifying Party”) shall defend, indemnify and hold harmless the other Party and its officers, directors and employees (each an “Indemnified Party”) from all third-party claims and liabilities (including reasonable outside attorney’s fees) arising out of or relating to the Indemnifying Party’s (i) negligent acts or omissions including the negligent acts or omissions of its employees, subcontractors or representatives and with respect to Customer, its Third Party Providers or Authorized Operators; (ii) breach of Section 5 or 6; or (iii) infringement or misappropriation of a third party’s trade secret, or United States patent, trademark or copyright, or other intellectual property right in connection with (a) with respect to Olo, the Licensed Applications, software or other technology Olo uses to provide the Services to Customer hereunder and (b) with respect to Customer, the technology, data, or other materials Customer provides or uses with the Services (“Customer Materials”) (the indemnification obligation of each Party described in this clause (iii), the “IP Infringement Obligation”). The previous sentence states the sole liability of the Indemnifying Party, and the sole remedy of the Indemnified Party, with respect to any third-party claim arising out of the Indemnifying Party’s negligent acts or omissions (other than claims arising from fraud, criminal activity or willful misconduct).

7.2. Additionally, Customer shall defend, indemnify and hold harmless Olo and its officers, directors and employees (each, an

“Indemnified Party”) from all third-party claims and liabilities (including reasonable outside attorney’s fees) arising out of or relating to (i) any action against Olo arising out of any Customer Third Party Provider’s disclosure or misuse of Customer Data or related to Olo’s release of such Customer Data, including PII, if the release of such information was requested in writing by Customer; (ii) Customer’s failure to properly collect and remit taxes or other government payments or fees associated with its usage of the Services, which shall be the sole responsibility of the Customer and, if applicable, the Authorized Operators; and (iii) the transfer of Customer Data by any means not recommended or deemed reasonably secure by Olo.

7.3. The Indemnified Party must (a) promptly notify the Indemnifying Party in writing of any third-party claim (provided that a failure to promptly notify will not relieve the Indemnifying Party of its indemnification obligations, except to the extent it has been prejudiced by such failure); (b) reasonably cooperate with the Indemnifying Party in the defense of the matter; and (c) give the Indemnifying Party primary control of the defense of the matter and negotiations for its settlement. The Indemnified Party may, at its own expense, join in the defense with counsel of its choice. The Indemnifying Party may not enter into a settlement unless it (i) involves only the payment of monetary damages by the Indemnifying Party, and (ii) includes a complete release of liability in favor of the Indemnified Party; any other settlement will be subject to the written consent of the Indemnified Party (not to be unreasonably withheld).

7.4. Olo’s IP Infringement Obligation will not apply to claims to the extent arising from (i) Customer’s use of the Licensed Applications or Services in violation of this Agreement, (ii) the Customer Materials’ infringement or misappropriation of a third party’s trade secret, or U.S. patent, trademark, or copyright, or (iii) the combination, operation, or use of the Service(s) with any product, service or material not provided by Olo or on Olo’s behalf. Customer’s IP Infringement Obligation will not apply to claims to the extent arising from (a) Olo’s provision of the Service in violation of this Agreement, or (b) Olo’s infringement or misappropriation of a third party’s trade secret, or U.S. patent, trademark, or copyright. If a Service is, or in Olo’s reasonable opinion is likely to be, ruled by a court of

competent jurisdiction as infringing upon a third party's intellectual property, Olo will promptly notify Customer and, at Olo's sole option and expense, either: (a) procure the right to continue providing the Service as contemplated by this Agreement, (b) modify the Service to render it non-infringing, or (c) replace the Service with a substantially equivalent, non-infringing service. If none of the foregoing options is commercially practicable, then each Party will have the right to terminate this Agreement with respect to the infringing Service.

8. Limitation of Liability

EXCLUDING EITHER PARTY'S IP INFRINGEMENT INDEMNIFICATION OBLIGATIONS, A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR BREACH OF CONFIDENTIALITY, DATA PRIVACY OR DATA SECURITY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ONE OR BOTH PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) BUT FOR THE EXCLUSIONS ABOVE WITH RESPECT TO WHICH EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO OLO IN CONNECTION WITH OLO'S PROVISION OF THE SERVICES DURING THE TWELVE (12) MONTHS BEFORE THE DATE WHEN THE LIABILITY AROSE. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION 9 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

9. Miscellaneous

9.1. Notices. All notices and other communications sent under this Agreement must be in writing (including by email) and will be deemed effective when delivered. All notices shall be sent to the applicable mailing address or email address set forth on the signature page hereof.

9.2. Governing Law. This Agreement is governed by and construed in accordance with the laws of Delaware, without regard to the conflicts of law rules thereof. The parties consent to the exclusive jurisdiction and venue of courts in Castle County, Delaware for all disputes hereunder.

9.3. Insurance. Olo shall maintain the following insurance coverage throughout the term of this Agreement, with minimum limits as follows:

- i. Commercial General Liability on an occurrence basis, with a limit of \$1,000,000 per Occurrence/\$2,000,000 Aggregate for bodily injury and property damage liability.
- ii. Workers' Compensation as provided for under any workers' compensation or similar law in the jurisdiction where work is performed. Employer's Liability with a limit of \$1,000,000 Each Accident; \$1,000,000 Disease-EA Employee; \$1,000,000 Disease-Policy Limit
- iii. Umbrella Liability with a limit of \$5,000,000 in excess of Liability insurance.
- iv. Professional/Cyber/Media Tech Liability Limit to \$40,000,000
 1. Professional (Errors and Omissions) Liability covering the Liability for financial loss due to errors, omissions, negligence of employees or machine malfunction
 2. Technology Errors and Omissions/Cyber Liability including Network Security/Privacy covering

liability for loss or damage due to an act, error, omission, or negligence and for claims arising from unauthorized access to or use of the Licensed Software. Such insurance shall cover network security and privacy risks, including, but not limited to, unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of PII, privacy perils, and including coverage amounts and a copy of Olo's Certificates of Insurance for related regulatory defense and penalties. Furthermore, the insurance shall cover data breach expenses and be payable whether incurred by Customer or Olo, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services. The coverage shall be written on a claims made and reported basis.

3. Intellectual Property Infringement Liability

All policies shall maintain a minimum A.M. Best rating of A- (V) at all times during the term of this Agreement. The General Liability and Umbrella policies shall include Customer, its parent, affiliates, subsidiaries and franchisees as additional insureds, on a primary and non-contributory basis and shall include a thirty (30) day written notice of cancellation. Olo must provide to Customer a certificate of insurance evidencing the required coverages prior to commencing any work for Customer. It is the responsibility of Olo to notify Customer of any material changes and/or renewals to its required insurance. Olo shall require all permitted subcontractors to maintain the required insurance. No goods or services shall be

provided hereunder until this insurance is obtained, a certificate is provided to Customer and Customer has approved the certificate in writing.

9.4. Assignment. Neither party may assign or transfer any part of this Agreement without the prior written consent of the other Party except that this Agreement may be assigned without consent: (a) to a person or entity who acquires all or substantially all of the assigning Party's assets, stock or business, and (b) to any affiliate or subsidiary of a Party; in each case, so long as the assignee accepts the obligations hereunder in writing. Any purported assignment of rights or obligations, except as expressly permitted herein, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns.

9.5. Severability. If any provision of the Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

9.6. Relationship of Parties. The Parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture.

9.7. Amendment/Modification. This Agreement may be modified or amended only by a separate writing signed by Olo and Customer expressly so modifying or amending this Agreement or the Master Services Agreement.

9.8. Certain Remedies. The parties acknowledge that the breach of Sections 3 and 5 will give rise to irreparable injury to the non-breaching party inadequately compensable in damages. Accordingly, the parties agree that injunctive relief will be an appropriate remedy to prevent violation of the parties' respective rights and/or obligations under those two sections. However, nothing in this Section 10.8 shall limit a party's right to any other remedies in equity or at law, including the recovery of damages.

9.9. Force Majeure. Neither party will be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, fires, state-sponsored cyber

terrorism, cyber-attacks or brute force attacks, espionage, sabotage, other catastrophes, and other causes beyond its reasonable control; provided, however, that Operator shall have no obligation to pay Olo during a Force Majeure event.

9.10. Counterparts. This Agreement may be executed in two counterparts, which together shall constitute but one and the same instrument.

Executed counterparts transmitted electronically (via email or e-signature software) shall constitute originals for all intents and purposes.

9.11. Waiver. A waiver by either party of any term or condition of this Agreement in one or more instances will not constitute a permanent waiver of the term or condition or any other term or condition of this Agreement or a general waiver.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.

Operator
By _____
Name _____
Title. _____
Date _____
Mailing Address for Notices: 6700 Tower Circle Suite 1000 Franklin, TN 37067

Olo Inc.
By _____
Name _____
Title. _____
Date _____
Mailing Address for Notices: One World Trade Center 285 Fulton Street, 82 nd Floor New York, NY 10007

Digital Ordering Terms & Conditions Addendum

This Addendum forms a part of the Agreement and is applicable upon execution of the Agreement in conjunction with a Customer Order Form in which Customer and Olo have agreed that Olo will provide Operator with its Customer-branded Licensed Applications which will power Customer’s digital ordering solution (“Digital Ordering”). In the event that this Addendum conflicts with the Agreement or there is an inconsistency, this Addendum shall control. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

1. **Exclusivity.** During the Digital Ordering Term, Olo shall be the exclusive provider of Digital Ordering to Operator. Operator agrees to require the Olo program for all existing and future locations owned by Operator. Notwithstanding the foregoing, Operator shall have the right to use Aggregators at their sole discretion.
2. **Service Level.** During the Digital Ordering Term, Digital Ordering will be operational and available to Operator at least 99% of the time in any calendar month (the “SLA”). Solely to the extent that Customer chooses the Pro or Enterprise Service Editions, the SLA thresholds and applicable service credits are as follows:
 - a. If Olo does not meet the SLA, and if Customer and Operator meet its obligations under the Agreement and this Addendum, Operator will be eligible to receive the Service Credits described below. Subject to this SLA and 7.3 of the Agreement, this SLA states Operator's sole and exclusive remedy for any failure by Olo to meet the SLA.
 - b. **Definitions.** The following definitions shall apply to the SLA:
 - i. “Downtime” means the period of time during which Digital Ordering fails to be operational and available across any platform to End Users to place a digital order (for reasons other than those set forth below) until Digital Ordering, on all platforms, again becomes operational and available to End Users.
 - ii. “Permitted Downtime” means the period of time during which Digital Ordering fails to be operational and available due to software upgrades and scheduled maintenance, conducted on a regular basis between 3:00 a.m. and 6:00 a.m. Eastern Time, of which Olo will give Customer and Authorized Operator a minimum of twenty-four (24) hours advanced notice. Notwithstanding the foregoing, Olo shall be permitted to take up to five (5) minutes of downtime on any day during the calendar year between 4:00 a.m. and 6:00 a.m. Eastern Time without prior notice to Customer.
 - iii. “Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
 - iv. "Service Credit" means the following:

Monthly Uptime Percentage	Service Credit
99.9% - 99.5%	5% reduction in next month’s Digital Ordering fees
99.49% - 98.0%	10% reduction in next month’s Digital Ordering fees
97.99% - 96.0%	20% reduction in next month’s Digital Ordering fees
< 95.9%	30% reduction in next month’s Digital Ordering fees

*Service Credit shall be calculated using the Service Edition Monthly Fee for the month in which Olo does not meet the SLA, and shall be applied to the following month's invoice.

- c. Olo shall notify Customer and Operator within five (5) business days from the end of the month if Customer is eligible to receive a Service Credit for the preceding month. To the extent that any Downtime having been determined by Olo, in its good faith reasonable discretion, was caused by a reason outlined in Paragraph 4(e) below, Olo shall have an additional ten (10) business days to notify Customer and Operator of their Service Credit for the preceding month if any.
- d. The aggregate maximum Service Credit to be issued by Olo to Operator for all Downtime (not including Permitted Downtime) that occurs in a single calendar month shall not exceed a thirty percent (30%) credit in the next month's fees.
- e. The SLA does not apply to any Downtime to the extent it was caused by: (i) Customer or Authorized Operator environment issues affecting connectivity or interfering with Digital Ordering, including without limitation, Customer or Authorized Operator's connection to the Internet (i.e., problems with the Customer or Authorized Operator's Internet Service Provider, modem, cable, DSL or dial-up connection, mobile phone connection or other Customer or Authorized Operator Internet connectivity issues) or any other Customer or Authorized Operator equipment or software (including third party attacks, including without limitation, hacks, intrusions, distributed denial-of-service attacks or any other third party actions intended to cause harm to or disrupt Customer's Third Party Providers, including without limitation, e-commerce software, payment gateways, Aggregators, and loyalty or rewards providers, that are integrated into the Olo APIs), Customer or Authorized Operator's firewall software, hardware or security settings, Customer or Authorized Operator's configuration of anti-virus software or anti-spyware or malicious software, Customer's use of or placement of Javascript code and/or other tracking or measurement software or code (including Google Analytics), or operator error of Customer or Authorized Operator; (ii) directly or indirectly integrating any Aggregator orders into the POS if such failure to integrate is no fault of Olo; (iii) Customer or Authorized Operator's Point of Sale (POS) failure(s) or the failure to properly maintain the POS environment, including updating the POS firmware or version of the software running on the POS as recommended by either Olo, a third party POS reseller or servicer, or the POS provider themselves; (iv) verified bugs of any third party software used in conjunction with Digital Ordering and failure of third party professional services; (v) force majeure events as described in Section 10.10 of the Master Services Agreement; (vi) issues related to third party domain name system (DNS) errors or failures; (vii) emergency maintenance of the Licensed Applications, including without limitation suspension of Licensed Applications in response to a Breach of Security, for which Customer or Authorized Operator may not receive advanced notice; or (viii) Permitted Downtime.
- f. Olo will post notifications publicly to <https://status.olo.com> of any outages in production systems under its control and that may impact multiple customers for more than one (1) minute in any twenty-four (24) hour period other than as permitted under Section 3(b)(ii) above. Olo may occasionally post notifications of significant outages at third party providers, which may include Customer Third Party Providers, outside of Olo's control, such as payment, POS, loyalty, Delivery Service Providers, or Aggregators. Olo cannot be relied upon for comprehensive reporting of outages at third party providers and makes no representation that Olo's information is accurate or up to date. Olo's incident response procedures prioritize triaging and problem resolution over public communication, which may result in delays in posting status updates. Timestamps on status updates may not reflect the actual times of an incident.

Dispatch Services Terms & Conditions Addendum

This Addendum forms a part of the Master Services Agreement and is applicable upon execution of an Order Form in which the parties have agreed that Olo will provide the Customer with its delivery platform allowing for the scheduling and billing of delivery services (“Dispatch”). In the event that this Addendum conflicts with the Agreement, or there is an inconsistency, this Addendum shall control. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

1. Definitions

“**Available Delivery Service Providers**” shall mean the Delivery Service Providers who have been selected and approved by Olo to create a Profile on the Platform and are available to Operator (to the extent applicable) to make deliveries to End Users in a given Delivery Area on behalf of Operator.

“**Confirmed Delivery Response**” shall mean that the Platform has transmitted an End User delivery request to a Selected Delivery Service Provider(s) that has responded back with an acceptance of that delivery request.

“**Delivery Area**” shall mean the area(s) in which a Delivery Service Provider offers delivery service to End Users.

“**Delivery Fees**” shall mean the fees that are quoted by Olo as “delivery service fees” plus a tip (if any) added to the payment form the End User fills out for the delivery of the Product.

“**Delivery Guidelines**” shall mean the rules and responsibilities associated with the delivery of the Product to the End User, which are located at www.olo.com/delivery-guidelines and which may be updated by Olo from time to time.

“**Delivery Service Providers**” shall mean the providers of delivery services, selected by Olo and given access to the Platform by Olo, that use their own employees or independent delivery drivers.

“**Delivery Requirements**” shall mean the requirements established by Customer or Operator in the Platform relating to the selection of the Delivery Service Providers who may be Available Delivery Service Providers for Operator.

“**Platform**” means the system operated by Olo that allows customers to provide Delivery Requirements and place requests with Olo to deliver Products to End Users and facilitates through those Delivery Service Providers who meet the Delivery Requirements, including any associated application program interfaces and technology and any enhancements or modifications thereto.

“**Profile**” means the information provided by a Delivery Service Provider for review by Olo and as updated by Olo quarterly or upon material changes, in order to allow the Delivery Service Provider to participate on the Platform.

“**Selected Delivery Service Provider**” means an Available Delivery Service Provider that is selected by Olo on behalf of Operator (based on the Delivery Requirements established by Customer or Operator) to deliver a given order for Products to End Users on behalf of the Operator in the Delivery Area.

2. Selection of Delivery Service Providers

2.1 Available Delivery Service Providers. As part of the Platform, Olo allows Delivery Service Providers to sign up for use of the Platform and complete a Profile. Operator may access a list of Available Delivery Service Providers based on the Delivery Requirements.

2.2 Selection of Available Delivery Service Providers. Olo will select the Selected Delivery Service Providers based on the Delivery Requirements and the Profiles of Available Delivery Service Providers in each Delivery Area. Notwithstanding the foregoing, to the extent that Customer or Operator does not provide any parameters for Olo to choose an Available Delivery Service Provider, one shall be selected automatically by Olo. Customer or Operator may change its Delivery Requirements at any time in its sole discretion.

3. Delivery

3.1 Quotes. Olo provides Operators with access to the Platform in order to request and receive delivery quotes (delivery time and pricing) and Olo will provide such quotes if there is an Available Delivery Service Provider available for a given order.

3.2 Availability. The Operator may seek a bid for the delivery to a given End User of the Product(s) ordered by that End User through the Platform. Each Selected Delivery Service Provider who is available to make a delivery in a given Delivery Area may respond to the request for a delivery and the delivery order will be assigned based upon the Delivery Requirements provided by Customer or Operator. If a delivery response does not meet that Customer's Delivery Requirements, or any additional filters or criteria which may be applied by Olo from time to time, then delivery may not be available for that End User order.

4. Additional Obligations

4.1 Olo Obligations. In addition to the other obligations set forth in this Agreement, Olo shall also use commercially reasonable efforts to: (a) require that the Delivery Service Providers maintain an accurate Profile; (b) require that the Delivery Service Providers maintain and enforce strict guidelines for their drivers, including any independent delivery drivers; (c) require that the Delivery Service Providers; use of the End User data is subject to Olo's privacy policy in effect at the time; (d) require that no End User PII is used by Delivery Service Providers to market any additional products or services to those End Users; and (e) require that all End User PII will be secured from unauthorized access, use, disclosure, loss and theft using industry standard security practices and technologies.

4.2 Operator Obligations. In addition to the other obligations set forth in this Agreement, Operator shall also use commercially reasonable efforts to: (a) ensure they comply with the Delivery Guidelines; (b) ensure that they promptly respond to all End Users' inquiries; (c) use the Platform to promptly respond to all End User issues, including cancellations and refunds; and (d) use best efforts to create tickets in Dashboard or the Olo API, as applicable, for Selected Delivery Service Providers for issues related to the order or delivery in question. To the extent Operator integrates directly with the Olo API, Operator hereby agrees to any additional terms of service that may be applicable to its Selected Delivery Service Providers. Operator shall not create any obligation of the Delivery Service Provider or Olo to provide any refund other than as specifically set forth in the Delivery Parameters and Refund Matrix located at www.olo.com/delivery-parameters-and-refund-matrix.

5. Third Party Beneficiaries

Olo operates a Platform for Customers and Delivery Service Providers to transact with each other. Olo does not provide the delivery services, and therefore does not assume, and expressly disclaims, any liability arising from Operator's use of the delivery services and the Selected Delivery Service Providers' provision of the delivery services. To facilitate direct dispute resolution between Operator and each Selected Delivery Service Provider in connection with Operator's use of delivery services, Operator's Selected Delivery Service Providers are third-party beneficiaries of Operator's obligations as set forth herein, and Operator is a third-party beneficiary of Operator's Selected Delivery Service Providers' obligations as set forth in their agreements with Olo. Olo will indicate to Operator through the Platform which Delivery Service Providers are subject to such third-party beneficiary obligations. Olo's Delivery Service Providers which have contractually committed to such third-party

beneficiary obligations have agreed not to assert a defense based on lack of privity against any Operator seeking to enforce their third-party beneficiary rights hereunder.

6. Disclaimer.

OLO MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF ANY PROFILE INFORMATION AND OLO MAKES NO INDEPENDENT VERIFICATION OF THE INFORMATION PROVIDED BY A DELIVERY SERVICE PROVIDER (OTHER THAN THE REPRESENTATIONS AND WARRANTIES MADE BY THAT DELIVERY SERVICE PROVIDER AS TO THE ACCURACY OF THE PROFILE INFORMATION). OLO MERELY MAKES A PLATFORM AVAILABLE TO FACILITATE THE INTERACTIONS BETWEEN DELIVERY SERVICE PROVIDERS AND CUSTOMERS; OLO IS NOT RESPONSIBLE FOR THE PERFORMANCE OF DELIVERY SERVICE PROVIDERS.

Rails Terms & Conditions Addendum

This Addendum forms a part of the Agreement and is applicable upon execution of the Agreement and in conjunction with a Customer Order Form in which Olo and Customer have agreed that Olo will provide Operator with its Aggregator integration and management platform (“Rails”). In the event that this Addendum conflicts with the Agreement, or there is an inconsistency, this Addendum shall control. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

“ Rails ” means the service, provided by Olo, and utilized by Operator at its sole discretion, in which Aggregators connect to the Olo platform in order to (a) receive store information including, but not limited to, store location data, menu item availability, product make times, available production capacity, and item pricing; (b) transmit orders made on Aggregator website or mobile application to the Customer’s or Operator’s Point of Sale systems (POS) through the Olo APIs; (c) monitor and report Aggregator activity; and, at Operator’s sole discretion, (d) control order flow into the store.

In order for Operator to utilize Rails, Operator consents to allow Olo to transfer, or otherwise provide access to, certain data, including but not limited to, menu information and general restaurant information to Aggregator. Olo will not share any PII with Aggregator. Data may only be used for the limited purpose outlined above, namely use of Rails. Operator agrees that Olo shall have no liability to Operator for the granting of access to, or the misuse of such data, by Aggregator, or any other claims arising out of or related to the granting of access to the data unless such claims are based on Olo’s negligence in such actions.

Olo shall be the exclusive provider of integration services for Aggregator ordering platforms to Operator. Also during the Term, Operator shall not use, test or support any Aggregator-initiated ordering service in lieu of Licensed Applications. Operator agrees to require the Olo program for all existing and future locations owned by Operator.

Google Rails Premium Addendum

This Addendum (this “GRP Addendum”) forms a part of the Agreement and is applicable upon execution of the Agreement and in conjunction with a Customer Order Form in which Olo and Customer have agreed that Olo will provide Operator with Google Rails Premium (“GRP”). In the event that this Addendum conflicts with the Agreement, or there is an inconsistency, this Addendum shall control. Unless otherwise defined herein, capitalized terms have the meanings ascribed to such terms in the Agreement.

1. Definitions

“Actions on Google” means Google’s platform that allows the integration of Licensed Content (and related services) with assistive experiences and services across products and services.

“Brand Features” means Customer’s trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

“Google Data” means (i) data provided by Google to Olo via the Google API that facilitates actions by Customer and End Users and (ii) any reporting provided by Google to Olo.

“Licensed Content” means (a) any Customer content that is provided to or retrieved by Google through a Google API or other mutually agreed delivery mechanism, and (b) any Updates.

“Updates” means any update, refresh, correction or modification to the Licensed Content provided by Customer under this GRP Addendum.

2. Grant.

- a. **Transfer of Data.** Customer consents to allow Olo to transfer, or otherwise provide access to, certain data, including but not limited to, menu information and general restaurant information to Google pursuant to this GRP Addendum (“Data”). Olo will not share any PII with Google. The Data may only be used for the limited purpose outlined above, namely use of GRP. Customer agrees that Olo shall have no liability to Customer for the granting of access to, or the misuse of the Data, by Google, or any other claims arising out of or related to the granting of access to the Data.
- b. **Licensed Content.** Customer grants to Olo a perpetual, irrevocable, worldwide royalty-free, nonexclusive, license to use the Licensed Content in connection with GRP (including Actions on Google and Google products and services made available on third party devices and interfaces). Customer acknowledges that its Licensed Content may be sublicensed by Google but only to the extent necessary to permit end users to use GRP products and services, including those made available on third party devices and interfaces.
- c. **Google Data.** Any Google Data to which Customer is provided access through Olo may only be used by Customer to respond to End User queries received from Google products and services to communicate with particular End Users identified by Google (e.g., to process or deliver a food order, issue a refund). Customer may only use Google Data to provide assistance to these End Users who have placed a food order.
- d. **Retention of Rights.** Customer retains all rights in Licensed Content and its Brand Features and has no right to any Google Data or any content created, submitted, or used in connection with the Google products and services.

3. Prohibited Actions.

- a. Customer will not:
 - i. use Google Data other than to provide assistance to or to market to end users who have placed a food order provided that such marketing shall only be via email and to End Users that have provided Google with consent to receive marketing from Customer;
 - ii. generate automated, fraudulent, or otherwise invalid activity (including queries, clicks, or conversions);
 - iii. use any automated means or data scraping or extraction to access or collect Actions on Google-related information except as expressly permitted by Google;
 - iv. knowingly provide inaccurate or outdated information, including for Licensed Content;
 - v. engage in deceptive, misleading, and/or unethical practices;
 - vi. make false or misleading representations with regards to Actions on Google;
 - vii. alter, interfere with, or otherwise tamper with customer reviews of Customer's services or the services of its competitors; or
 - viii. attempt to interfere with Actions on Google's proper functioning.

4. Customer Support/Termination.

- a. As between Customer, Olo and Google, an End User's satisfaction with Customer is solely Customer's responsibility. Customer must immediately notify Olo if it no longer wants to be surfaced to End Users via Actions on Google and Olo will then remove Customer from Actions on Google and/or remove their information from the Licensed Content, so that it is no longer shown to Google end users and customers.
- b. Google may contact Customer.
- c. Upon termination of GRP, Google may continue to use the Licensed Content submitted through Google API(s), in accordance with its standard terms & conditions (which are available from Google).

5. Other Google Products.

- a. If at any time, Customer uses other Google products or services, then a separate agreement will be required.

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**LIST OF FRANCHISEES
THAT CLOSED/TRANSFERRED FRANCHISED RESTAURANTS
IN LAST FISCAL YEAR**

**LIST OF FRANCHISEES THAT CLOSED/TRANSFERRED FRANCHISED
RESTAURANTS IN FISCAL YEAR ~~2022~~2024**

The following is a list of the name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of each franchisee that had a franchised restaurant terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement, including in connection with a transfer, during fiscal year ~~2022~~2024; or failed to communicate with Hardee's Restaurants LLC within 10 weeks of the application date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Transfers:

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Empire Restaurants, LLC	1301 Maple Avenue	Geneva	AL	36340
GBL Investments, Inc.	228 Oxmoor Blvd.	Homewood	AL	35209
GBL Restaurants, Inc.	8441 Hwy 31 South	Calera	AL	35040
GBL Enterprises, Inc.	2162 Valleydale Rd.	Hoover	AL	35244
GBL Restaurants, Inc.	9940 Hwy 119	Alabaster	AL	35007
GBL Restaurants, Inc	917 Allison-Bonnett Memorial Dr.	Hueytown	AL	35023
Saddle Peak LLC	11700 Interstate 30	Little Rock	AR	72210
Saddle Peak LLC	2505 Queensway Street	Searcy	AR	72143
Empire Restaurants, LLC	651 West Washington St.	Chattahooche	FL	32324
Empire Restaurants, LLC	2111 S. Waukesha St.	Bonifay	FL	32425
Empire Restaurants, LLC	1212 Main Street	Chipley	FL	32428
Empire Restaurants, LLC	5425 Cotton Street	Graceville	FL	31635
Saulat Enterprises, Inc.	922 S. Pierce St.	Alma	GA	31510
Atlantic Star Foods, LLC	3062 Anvil Block Rd.	Ellenwood	GA	30294
Atlantic Star Foods, LLC	2930 Highway 138 SW	Conyers	GA	30094
Atlantic Star Foods, LLC	161 Commerce Dr.	Villa Rica	GA	30180
Atlantic Star Foods, LLC	161 Marietta Highway	Canton	GA	30114
Atlantic Star Foods, LLC	587 Carrollton Rd.	Temple	GA	30179
Atlantic Star Foods, LLC	1097 Highway 92	Acworth	GA	30102
Atlantic Star Foods, LLC	6671 Roswell Rd. NE	Sandy Springs	GA	30328
Atlantic Star Foods, LLC	4201 Sharpsburg McCullum Rd.	Newnan	GA	30265
Atlantic Star Foods, LLC	4850 Floyd Rd. SW	Mableton	GA	30126
Atlantic Star Foods, LLC	940 Thornton Rd.	Lithia Springs	GA	30122
Empire Restaurants, LLC	1113 N. Broad St.	Winder	GA	30680
Atlantic Star Foods, LLC	231 Temple Ave.,	Newnan	GA	30263
Atlantic Star Foods, LLC	515 Alabama Ave. S.	Bremen	GA	30540
Atlantic Star Foods, LLC	1208 Industrial Blvd.	East Ellijay	GA	30540
Atlantic Star Foods, LLC	101 Princeton Blvd.	Adairsville	GA	30103

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Atlantic Star Foods, LLC	1375 S Park St.	Carrollton	GA	30117
Atlantic Star Foods, LLC	2284 US 41 HWY NW	Calhoun	GA	30701
Atlantic Star Foods, LLC	3110 Cedartown Hwy SW.	Rome	GA	30161
Atlantic Star Foods, LLC	2154 Franklin Pkwy.	Franklin	GA	30217
Atlantic Star Foods, LLC	350 General Daniels Ave N.	Danielsville	GA	30161
Atlantic Star Foods, LLC	1204 Turner McCall Blvd.	Rome	GA	30161
Atlantic Star Foods, LLC	195 Walmart Circle	Sandersville	GA	31082
Atlantic Star Foods, LLC	1031 Franklin Spring Street	Royston	GA	30662
Atlantic Star Foods, LLC	99 Sandy Run Road	Bonaire	GA	31005
Empire Restaurants, LLC	341 Broad Street	Hawkinsville	GA	30316
Empire Restaurants, LLC	2516 Bouldercrest Drive	Atlanta	GA	30316
Empire Restaurants, LLC	315 S Broad St	Monroe	GA	30655
Empire Restaurants, LLC	1619 North Expressway	Griffin	GA	30223
Empire Restaurants, LLC	44 Homer Road	Commerce	GA	30529
Empire Restaurants, LLC	5259 Highway 78	Stone Mountain	GA	30087
Empire Restaurants, LLC	1520 Buford Hwy NE	Buford	GA	30518
Empire Restaurants, LLC	260 N Lee St	Forsyth	GA	31029
Empire Restaurants, LLC	624 N Church St	Thomaston	GA	30286
Empire Restaurants, LLC	125 W Maple St	Cumming	GA	30040
Empire Restaurants, LLC	182 Keys Ferry Street	McDonough	GA	31093
Empire Restaurants, LLC	2829 Watson Blvd.	Warner Robins	GA	31093
Empire Restaurants, LLC	1729 1st Avenue SE	Moultrie	GA	31768
Empire Restaurants, LLC	2901 N Ashley St	Valdosta	GA	31602
Empire Restaurants, LLC	1440 Remington Ave	Thomasville	GA	31792
Empire Restaurants, LLC	816 S Patterson St	Valdosta	GA	31601
Empire Restaurants, LLC	603 S Valdosta Rd	Lakeland	GA	31635
Empire Restaurants, LLC	1575 Hwy 20 West	McDonough	GA	30253
Empire Restaurants, LLC	3112 US HWY. 278	Covington	GA	30014
Empire Restaurants, LLC	975 Glynn Street North	Fayetteville	GA	30214
Empire Restaurants, LLC	242 GA Highway 49N,	Byron	GA	31008
Empire Restaurants, LLC	4538 Oakwood Rd	Oakwood	GA	30566
Empire Restaurants, LLC	318 So. Virginia Avenue	Tifton	GA	31794
North Ida Investments, LLC	2010 Indorf Avenue	Holstein	IA	51025
Starcorp HD, LLC	1205 Hawkeye Avenue Southwest	Le Mars	IA	51031
Starcorp HD, LLC	660 N. Main	Sioux Center	IA	51250
Starcorp HD, LLC	809 Albany Place	Orange City	IA	51041
Starcorp HD, LLC	605 Flindt Drive	Storm Lake	IA	50588
Starcorp HD, LLC	704 South Grand Ave.	Spencer	IA	51301
Starcorp HD, LLC	505 2nd Ave.	Sheldon	IA	51201
Starcorp HD, LLC	910 Gordon Dr.	Sioux City	IA	51106

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Starcorp HD, LLC	4440 Sergeant Rd.	Sioux City	IA	51106
Starcorp HD, LLC	1736 Central Ave.	Estherville	IA	51334
Starcorp HD, LLC	1117 Lakeland Boulevard	Mattoon	IL	61938
Starcorp HD, LLC	750 West Broadway	Centralia	IL	62801
Starcorp HD, LLC	629 West Main Street	Benton	IL	62812
Starcorp HD, LLC	615 South Park Avenue	Herrin	IL	62948
Starcorp HD, LLC	700 East Poplar	Harrisburg	IL	62946
Starcorp HD, LLC	1106 North Carbon Street	Marion	IL	62959
Starcorp HD, LLC	340 Walnut Street	Murphysboro	IL	62966
Starcorp HD, LLC	539 Woodlawn Road	Lincoln	IL	62656
Starcorp HD, LLC	217 West Holmes	Chester	IL	62233
Starcorp HD, LLC	601 Ferry Street	Metropolis	IL	62960
Starcorp HD, LLC	1080 West Eldorado	Decatur	IL	62522
Starcorp HD, LLC	451 West Ottawa Road	Paxton	IL	60957
Starcorp HD, LLC	322 South Washington Street	Du Quoin	IL	62832
Starcorp HD, LLC	1308 South Division Street	Carterville	IL	62918
Starcorp HD, LLC	1205 U.S. Highway 45 North	Eldorado	IL	62930
Starcorp HD, LLC	140 East Vienna Street	Anna	IL	62906
Starcorp HD, LLC	307 South Grant Street	Clinton	IL	91727
Starcorp HD, LLC	15 West Fairchild Street	Danville	IL	61832
Starcorp HD, LLC	203 West Jackson	Sullivan	IL	61951
Starcorp HD, LLC	10095 U.S. Highway 67	Beardstown	IL	62618
Starcorp HD, LLC	316 South Main Street	Paris	IL	61944
Starcorp HD, LLC	1835 Sangamon Avenue	Springfield	IL	62702
Starcorp HD, LLC	401 East Sangamon Avenue	Petersburg	IL	62675
Starcorp HD, LLC	2501 Stevenson Drive	Springfield	IL	62703
Starcorp HD, LLC	842 West Morton Avenue	Jacksonville	IL	62650
Starcorp HD, LLC	1700 Wabash Ave.	Springfield	IL	62704
Starcorp HD, LLC	905 North Springfield Street	Virden	IL	62690
Starcorp HD, LLC	331 North Main Street	Chatham	IL	62629
Starcorp HD, LLC	600 West Jefferson Street	Springfield	IL	62702
Starcorp HD, LLC	1806 West Bradley Avenue	Champaign	IL	61821
Starcorp HD, LLC	3217 Clear Lake Avenue	Springfield	IL	62702
Starcorp HD, LLC	201 School Street	Hillsboro	IL	62049
Starcorp HD, LLC	2625 Columbus Street	Ottawa	IL	61350
Starcorp HD, LLC	309 North Market Street	Monticello	IL	61856
Starcorp HD, LLC	454 North Broad Street	Carlinville	IL	62626
Starcorp HD, LLC	301 West Court Avenue	Jeffersonville	IN	47130
Starcorp HD, LLC	330 Clifty Drive	Madisonville	IN	47250
Starcorp HD, LLC	2305 N. Highway 3	North Vernon	IN	47265

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Starcorp HD, LLC	1128 W. McClain Ave.	Scottsburg	IN	47170
Starcorp HD, LLC	2740 Allison Lane	Jeffersonville	IN	47130
Starcorp HD, LLC	4033 Bell Rd.	Newburgh	IN	47630
Starcorp HD, LLC	4400 Covert Ave.	Evansville	IN	47714
Starcorp HD, LLC	762 Second St.	Jasper	IN	47546
Starcorp HD, LLC	1501 N. Boeke Rd.	Evansville	IN	47711
Starcorp HD, LLC	2315 W. Illinois	Evansville	IN	47712
Starcorp HD, LLC	240 South Indiana Avenue	Sellersburg	IN	47172
Heartland Restaurants, LLC	2424 SW 6th Ave	Topeka	KS	66606
Heartland Restaurants, LLC	1126 E 12th Ave	Emporia	KS	66801
Heartland Restaurants, LLC	10500 Metcalf Ave	Overland Park	KS	66212
Heartland Restaurants, LLC	8021 State Ave.	Kansas City	KS	66112
Heartland Restaurants, LLC	815 S Parker St	Olathe	KS	66061
Heartland Restaurants, LLC	2100 SW Wanamaker Rd	Topeka	KS	66614
Starcorp HD, LLC	770 East Center Street	Madisonville	KY	42431
Starcorp HD, LLC	370 U.S. Highway 62 West	Princeton	KY	42445
Starcorp HD, LLC	505 North 12th Street	Murray	KY	42071
Starcorp HD, LLC	1303 East Broadway	Campbellsville	KY	42718
Starcorp HD, LLC	707 North 3rd Street	Bardstown	KY	40004
Starcorp HD, LLC	1706 North Dixie Highway	Elizabethtown	KY	42701
Starcorp HD, LLC	5104 Hinkleville Road	Paducah	KY	42001
Starcorp HD, LLC	2909 Fern Valley Road	Louisville	KY	40213
Starcorp HD, LLC	61 U.S. Highway 68 West	Benton	KY	42025
Starcorp HD, LLC	3459 Taylor Boulevard	Louisville	KY	40215
Starcorp HD, LLC	1033 Paris Road	Mayfield	KY	42066
Starcorp HD, LLC	3024 Lone Oak Road	Paducah	KY	42003
Starcorp HD, LLC	104 Buffalo Creek Drive	Elizabethtown	KY	42701
Starcorp HD, LLC	11201 Oscar Road	Louisville	KY	40241
Starcorp HD, LLC	5352 Dixie Highway	Louisville	KY	40216
Starcorp HD, LLC	100 N. Green St.	Henderson	KY	42420
Starcorp HD, LLC	3101 Frederica St.	Owensboro	KY	42301
Starcorp HD, LLC	1726 Broadway	Paducah	KY	42001
Starcorp HD, LLC	3700 Clarks River Rd.	Paducah	KY	42003
Starcorp HD, LLC	1710 Westridge Road	New Ulm	MN	56073
Starcorp HD, LLC	147 Highway 212	Granite Falls	MN	56241
Starcorp HD, LLC	320 West Main	Sleepy Eye	MN	56085
Starcorp HD, LLC	1409 Madison Avenue	Mankato	MN	56001
Starcorp HD, LLC	1704 1st South Street	Willmar	MN	56001
Starcorp HD, LLC	1402 East College Dr.	Marshall	MN	56258
Starcorp HD, LLC	2000 North State Street	Fairmont	MN	56031

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Starcorp HD, LLC</u>	<u>3402 28th Avenue South</u>	<u>Moorhead</u>	<u>MN</u>	<u>56560</u>
<u>Starcorp HD, LLC</u>	<u>101 West Lind Court</u>	<u>Mankato</u>	<u>MN</u>	<u>56001</u>
<u>Starcorp HD, LLC</u>	<u>250 3rd Ave.</u>	<u>Windom</u>	<u>MN</u>	<u>56101</u>
<u>Jack & Pamela Duckett</u>	<u>908 N. Douglass St.</u>	<u>Malden</u>	<u>MO</u>	<u>63863</u>
<u>Heartland Restaurants, LLC</u>	<u>228 E Fifth St</u>	<u>Washington</u>	<u>MO</u>	<u>63090</u>
<u>Heartland Restaurants, LLC</u>	<u>715 E. Broadway</u>	<u>Sedalia</u>	<u>MO</u>	<u>65301</u>
<u>Heartland Restaurants, LLC</u>	<u>4011 S Noland Rd</u>	<u>Independence</u>	<u>MO</u>	<u>64055</u>
<u>Heartland Restaurants, LLC</u>	<u>17701 E Hwy 24</u>	<u>Independence</u>	<u>MO</u>	<u>64056</u>
<u>Heartland Restaurants, LLC</u>	<u>6323 Independence Ave</u>	<u>Kansas City</u>	<u>MO</u>	<u>64125</u>
<u>Heartland Restaurants, LLC</u>	<u>1849 E 9th St</u>	<u>Trenton</u>	<u>MO</u>	<u>64683</u>
<u>Heartland Restaurants, LLC</u>	<u>3601 Country Club Rd</u>	<u>Jefferson City</u>	<u>MO</u>	<u>65109</u>
<u>Heartland Restaurants, LLC</u>	<u>1100 SW 3rd St.</u>	<u>Lees Summit</u>	<u>MO</u>	<u>64081</u>
<u>Heartland Restaurants, LLC</u>	<u>3911 N Belt Hwy</u>	<u>St Joseph</u>	<u>MO</u>	<u>64506</u>
<u>Heartland Restaurants, LLC</u>	<u>707 W Jackson St</u>	<u>Mexico</u>	<u>MO</u>	<u>65265</u>
<u>Heartland Restaurants, LLC</u>	<u>926 S Sam Houston Blvd</u>	<u>Houston</u>	<u>MO</u>	<u>65483</u>
<u>Heartland Restaurants, LLC</u>	<u>1100 W Dallas St</u>	<u>Buffalo</u>	<u>MO</u>	<u>65622</u>
<u>Heartland Restaurants, LLC</u>	<u>702 N Franklin St</u>	<u>Cuba</u>	<u>MO</u>	<u>65453</u>
<u>Heartland Restaurants, LLC</u>	<u>308 Highway 24 E</u>	<u>Moberly</u>	<u>MO</u>	<u>65270</u>
<u>Heartland Restaurants, LLC</u>	<u>1300 S. Jefferson Ave.</u>	<u>Lebanon</u>	<u>MO</u>	<u>65536</u>
<u>Heartland Restaurants, LLC</u>	<u>910 SW Missouri Route 7</u>	<u>Blue Springs</u>	<u>MO</u>	<u>64014</u>
<u>Heartland Restaurants, LLC</u>	<u>5373 E Bannister Rd.</u>	<u>Kansas City</u>	<u>MO</u>	<u>64137</u>
<u>Heartland Restaurants, LLC</u>	<u>301 East 4th St.</u>	<u>Eldon</u>	<u>MO</u>	<u>65026</u>
<u>Starcorp HD, LLC</u>	<u>1105 South Main Street</u>	<u>Sikeston</u>	<u>MO</u>	<u>63801</u>
<u>Starcorp HD, LLC</u>	<u>2115 William Street</u>	<u>Cape Girardeau</u>	<u>MO</u>	<u>63703</u>
<u>Starcorp HD, LLC</u>	<u>11 North Kingshighway</u>	<u>Perryville</u>	<u>MO</u>	<u>63775</u>
<u>Starcorp HD, LLC</u>	<u>421 East Jackson Boulevard</u>	<u>Jackson</u>	<u>MO</u>	<u>63755</u>
<u>Starcorp HD, LLC</u>	<u>501 East Highway 72</u>	<u>Fredericktown</u>	<u>MO</u>	<u>63645</u>
<u>Bighorn Restaurants, LLC</u>	<u>2625 10th Ave South</u>	<u>Great Falls</u>	<u>MT</u>	<u>59405</u>
<u>Bighorn Restaurants, LLC</u>	<u>2404 Central Ave</u>	<u>Billings</u>	<u>MT</u>	<u>59102</u>
<u>Bighorn Restaurants, LLC</u>	<u>608 N 27th St</u>	<u>Billings</u>	<u>MT</u>	<u>59101</u>
<u>Bighorn Restaurants, LLC</u>	<u>320 Euclid Ave, Helena</u>	<u>Helena</u>	<u>MT</u>	<u>59601</u>
<u>Mountain Star LLC</u>	<u>710 E. Main St.</u>	<u>Franklin</u>	<u>NC</u>	<u>28734</u>
<u>Starcorp HD, LLC</u>	<u>1450 13th Avenue</u>	<u>West Fargo</u>	<u>ND</u>	<u>58078</u>
<u>Starcorp HD, LLC</u>	<u>3072 45th Street</u>	<u>Fargo</u>	<u>ND</u>	<u>58104</u>
<u>Starcorp HD, LLC</u>	<u>3819 Main Ave.</u>	<u>Fargo</u>	<u>ND</u>	<u>58103</u>
<u>Starcorp HD, LLC</u>	<u>2405 Dakota Ave.</u>	<u>South Sioux City</u>	<u>NE</u>	<u>68776</u>
<u>Starcorp HD, LLC</u>	<u>536 S. Sandusky St.</u>	<u>Bucyrus</u>	<u>OH</u>	<u>44820</u>
<u>Starcorp HD, LLC</u>	<u>2333 E. High St.</u>	<u>New Philadelphia</u>	<u>OH</u>	<u>44663</u>

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Starcorp HD, LLC	782 South Wooster Ave.	Strasburg	OH	44680
Starcorp HD, LLC	325 S. 2nd St.	Coshocton	OH	43812
Starcorp HD, LLC	3444 South High Street	Columbus	OH	43207
Starcorp HD, LLC	500 South Breiel Blvd.	Middletown	OH	45044
Atlantic Star Foods, LLC	503 N Jeffries Blvd.	Waltersboro	SC	29488
Atlantic Star Foods, LLC	1005 Elm Street West	Hampton	SC	29924
Atlantic Star Foods, LLC	422 N Highway 52	Moncks Corner	SC	29461
Atlantic Star Foods, LLC	201 N Goose Creek Blvd.	Goose Creek	SC	29445
Atlantic Star Foods, LLC	6002 W Jim Bilton Blvd.	Saint George	SC	29477
Atlantic Star Foods, LLC	10005 Dorchester Rd.	Summerville	SC	29485
Atlantic Star Foods, LLC	1402 N Main St.	Summerville	SC	29483
Atlantic Star Foods, LLC	2109 Savannah Hwy.	Charleston	SC	29414
Atlantic Star Foods, LLC	5201 Ashley Phosphate Rd.	North Charleston	SC	29418
Atlantic Star Foods, LLC	1311 Church St.	Georgetown	SC	29440
Carolina Convenience Corporation	1910 S. Lake Dr.	Lexington	SC	29073
Carolina Convenience Corporation	1105 W. Main St.	Lexington	SC	29072
Carolina Convenience Corporation	143 East Church St.	Batesburg- Leesville	SC	29070
Starcorp HD, LLC	1201 East Highway 12	Milbank	SD	57252
111 QSR Food Partners LLC	1750 Salem Road	Cookeville	TN	35808
Starcorp HD, LLC	1200 West Reelfoot Avenue	Union City	TN	38261
Starcorp HD, LLC	2060 U.S. 45 Bypass South	Trenton	TN	38382
Starcorp HD, LLC	1005 Mineral Wells Ave.	Paris	TN	38242
Bighorn Restaurants, LLC	207 South Miller	Gillette	WY	82716
Bighorn Restaurants, LLC	104 E Hart, Buffalo	Buffalo	WY	82834

Terminations / Non-Renewals / Ceased Operations:

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Summit Foods, Inc.	5525 McFarland Blvd. West	Northport	AL	35476
Diamond Hospitality Enterprises, LLC	2828 W 28th Street	Pine Bluff	AR	71603
OTAC No. 4, Inc.	501 N. Dupont Highway	Georgetown	DE	19947
Arbor Capital Partners	10840 West Colonial Drive	Ocoee	FL	34761
Empire Restaurants, LLC	2633 Highway 231	Panama City	FL	32405
Phase Three Star LLC	2410 Apalachee Parkway	Tallahassee	FL	32301
Atlantic Star Foods, LLC	4365 Lexington Rd.	Athens	GA	30605
Atlantic Star Foods, LLC	3075 Atlanta Hwy	Athens	GA	30606
Empire Restaurants, LLC	323 College Street	Barnesville	GA	30204

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
Empire Restaurants, LLC	2686 Hamilton Mill Rd.	Buford	GA	30519
Atlantic Star Foods, LLC	701 Highway 53 SE	Calhoun	GA	30701
Atlantic Star Foods, LLC	104 S. Tennessee St.	Cartersville	GA	30120
Atlantic Star Foods, LLC	515 441 Historic Hwy	Cornelia	GA	30531
Atlantic Star Foods, LLC	1266 Merchants Dr.	Dallas	GA	30132
Empire Restaurants, LLC	7940 Senoia Rd.	Fairburn	GA	30213
Atlantic Star Foods, LLC	5335 Lawrenceville Highway NW	Lilburn	GA	30047
Atlantic Star Foods, LLC	100 Hazel Mosley Rd.	Jasper	GA	30143
Empire Restaurants, LLC	1700 Old Pendergrass Rd.	Jefferson	GA	30549
Atlantic Star Foods, LLC	3069 Cobb Pkwy	Kennesaw	GA	30152
Empire Restaurants, LLC	630 Buford Drive	Lawrenceville	GA	30046
Empire Restaurants, LLC	4360 Atlanta Hwy	Loganville	GA	30052
Empire Restaurants, LLC	1014 Gray Hwy	Macon	GA	31211
Empire Restaurants, LLC	3056 Jodeco Road	McDonough	GA	30253
Empire Restaurants, LLC	203 North Main Street	Pearson	GA	31642
Atlantic Star Foods, LLC	1504 Sam Nunin Blvd.	Perry	GA	31069
Empire Restaurants, LLC	1300 West Screven St.	Quitman	GA	31643
Saulat Enterprises, Inc.	9878 Ford Ave.	Richmond Hill	GA	31324
Empire Restaurants, LLC	891 Holcomb Bridge Rd.	Roswell	GA	30075
Atlantic Star Foods, LLC	1727 Mountain Industrial Blvd.	Tucker	GA	30083
Empire Restaurants, LLC	421 N. Davis Dr.	Warner Robins	GA	31093
Superior Star, LLC	1308 S Division Street	Carterville	IL	62918
Superior Star, LLC	1806 West Bradley Avenue	Champaign	IL	61821
Superior Star, LLC	331 North Main Street	Chatham	IL	62629
Superior Star, LLC	322 South Washington Street	Du Quoin	IL	62832
Superior Star, LLC	309 North Market Street	Monticello	IL	61856
Superior Star, LLC	1700 Wabash Ave.	Springfield	IL	62704
Superior Star, LLC	905 North Springfield Street	Virden	IL	62690
Starcorp HD, LLC	1105 West Main Street	West Frankfort	IL	62896
5 Star Ventures, LLC	1731 Apple Glen Boulevard	Fort Wayne	IN	46804
New Beginnings Restaurant Group, LLC	5160 Southport Road	Indianapolis	IN	46237
Superior Star, LLC	301 West Court Avenue	Jeffersonville	IN	47130
New Beginnings Restaurant Group, LLC	227 E McGalliard Road	Muncie	IN	47303
New Beginnings Restaurant Group, LLC	411 E. Tipton St.	Seymour	IN	47274
Midwest First Star, Inc.	3360 Lake City Highway	Warsaw	IN	46580
Westar Foods, Inc.	1519 6th St SW	Cedar Rapids	IA	52404
Northland Restaurant Group, LLC	420 Rhomberg	Dubuque	IA	52001

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Westar Foods, Inc.</u>	<u>1019 West Street</u>	<u>Grinnell</u>	<u>IA</u>	<u>50112</u>
<u>Heartland Restaurants, LLC</u>	<u>Kansas Turnpike - Milepost 97</u>	<u>Cassoday</u>	<u>KS</u>	<u>66842</u>
<u>Heartland Restaurants, LLC</u>	<u>2101 N. Rock Rd.</u>	<u>Derby</u>	<u>KS</u>	<u>67037</u>
<u>Heartland Restaurants, LLC</u>	<u>Kansas Turnpike - Milepost 65</u>	<u>El Dorado</u>	<u>KS</u>	<u>67042</u>
<u>Heartland Restaurants, LLC</u>	<u>4925 S. 4th St.</u>	<u>Leavenworth</u>	<u>KS</u>	<u>66048</u>
<u>Michel D. Shay</u>	<u>1015 South Broadway Street</u>	<u>Pittsburg</u>	<u>KS</u>	<u>66762</u>
<u>Heartland Restaurants, LLC</u>	<u>E. Topeka Service Area 2-8000 SE I-70</u>	<u>Tecumseh</u>	<u>KS</u>	<u>66542</u>
<u>Heartland Restaurants, LLC</u>	<u>2300 NW Topeka Blvd.</u>	<u>Topeka</u>	<u>KS</u>	<u>66608</u>
<u>Heartland Restaurants, LLC</u>	<u>2053 N. Amidon Ave.</u>	<u>Wichita</u>	<u>KS</u>	<u>67203</u>
<u>Heartland Restaurants, LLC</u>	<u>3216 E. Harry St.</u>	<u>Wichita</u>	<u>KS</u>	<u>67218</u>
<u>Heartland Restaurants, LLC</u>	<u>1320 N. Tyler Rd.</u>	<u>Wichita</u>	<u>KS</u>	<u>67212</u>
<u>Superior Star, LLC</u>	<u>707 North 3rd Street</u>	<u>Bardstown</u>	<u>KY</u>	<u>40004</u>
<u>Superior Star, LLC</u>	<u>3459 Taylor Boulevard</u>	<u>Louisville</u>	<u>KY</u>	<u>40215</u>
<u>Northland Restaurant Group, LLC</u>	<u>200 3RD ST S</u>	<u>Cold Spring</u>	<u>MN</u>	<u>56320</u>
<u>Red Diamond Restaurants, LLC</u>	<u>1651 Highway 1 South</u>	<u>Greenville</u>	<u>MS</u>	<u>38701</u>
<u>Shay, Michel D.</u>	<u>2516 South Grand</u>	<u>Carthage</u>	<u>MO</u>	<u>64836</u>
<u>Heartland Restaurants, LLC</u>	<u>200 S. Providence Rd.</u>	<u>Columbia</u>	<u>MO</u>	<u>65203</u>
<u>Heartland Restaurants, LLC</u>	<u>2016 Paris Road</u>	<u>Columbia</u>	<u>MO</u>	<u>65202</u>
<u>Heartland Restaurants, LLC</u>	<u>6250 N. Oak Trfy</u>	<u>Gladstone</u>	<u>MO</u>	<u>64118</u>
<u>Heartland Restaurants, LLC</u>	<u>12113 Blue Ridge Extension</u>	<u>Grandview</u>	<u>MO</u>	<u>64030</u>
<u>Heartland Restaurants, LLC</u>	<u>16800 E. Gudgell Rd.</u>	<u>Independence</u>	<u>MO</u>	<u>64055</u>
<u>Michel D. Shay</u>	<u>1810 South Main Street</u>	<u>Joplin</u>	<u>MO</u>	<u>64804</u>
<u>Shay, Michel D.</u>	<u>818 Rangeline</u>	<u>Joplin</u>	<u>MO</u>	<u>64801</u>
<u>Michel D. Shay</u>	<u>1641 West 7th Ave.</u>	<u>Joplin</u>	<u>MO</u>	<u>64801</u>
<u>Heartland Restaurants, LLC</u>	<u>8170 NW Prairie View Rd.</u>	<u>Kansas City</u>	<u>MO</u>	<u>64151</u>
<u>Heartland Restaurants, LLC</u>	<u>914 South 192 Highway</u>	<u>Liberty</u>	<u>MO</u>	<u>64068</u>
<u>Pioneer Restaurants LLC</u>	<u>3313 Georgia Street</u>	<u>Louisiana</u>	<u>MO</u>	<u>63353</u>
<u>Heartland Restaurants, LLC</u>	<u>401 S. Broadway</u>	<u>Oak Grove</u>	<u>MO</u>	<u>64075</u>
<u>Heartland Restaurants, LLC</u>	<u>326 Marshall Drive</u>	<u>St. Robert</u>	<u>MO</u>	<u>65584</u>
<u>Bighorn Restaurants, LLC</u>	<u>548 Main St.</u>	<u>Billings</u>	<u>MT</u>	<u>59105</u>
<u>Bighorn Restaurants, LLC</u>	<u>1919 E. Custer Ave.</u>	<u>Helena</u>	<u>MT</u>	<u>59602</u>
<u>Westar Foods, Inc.</u>	<u>2220 N. Webb Rd.</u>	<u>Grand Island</u>	<u>NE</u>	<u>68803</u>
<u>Bay Foods, Inc.</u>	<u>254 Lake Park Blvd.</u>	<u>Carolina Beach</u>	<u>NC</u>	<u>28428</u>
<u>Morning Star, LLC</u>	<u>5024 Sunset road</u>	<u>Charlotte</u>	<u>NC</u>	<u>28269</u>
<u>Boddie-Noell Enterprises, Inc.</u>	<u>4607 S. Alston Ave. - Research Triangle</u>	<u>Durham</u>	<u>NC</u>	<u>27713</u>
<u>Morning Star, LLC</u>	<u>1300 N. Memorial Dr.</u>	<u>Greenville</u>	<u>NC</u>	<u>27834</u>
<u>Morning Star, LLC</u>	<u>3029 NC Highway 127 South</u>	<u>Hickory</u>	<u>NC</u>	<u>28602</u>
<u>Boddie-Noell Enterprises, Inc.</u>	<u>8000 Fayetteville Rd.</u>	<u>Raleigh</u>	<u>NC</u>	<u>27603</u>

<u>Franchisee</u>	<u>Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
<u>Mountain Star LLC</u>	<u>6187 Highway 19 E. North</u>	<u>Spruce Pine</u>	<u>NC</u>	<u>28777</u>
<u>Northland Restaurant Group, LLC</u>	<u>901 First Ave. South</u>	<u>Jamestown</u>	<u>ND</u>	<u>58401</u>
<u>Northland Restaurant Group, LLC</u>	<u>500 East Main St.</u>	<u>Mandan</u>	<u>ND</u>	<u>58554</u>
<u>Kitchen United (Fresgo, LLC)</u>	<u>33417 N. High St.</u>	<u>Columbus</u>	<u>OH</u>	<u>43214</u>
<u>Midwest First Star Inc.</u>	<u>36900 Vine St.</u>	<u>Willoughby</u>	<u>OH</u>	<u>44094</u>
<u>Jay-Ram Inc.</u>	<u>16395 Lincoln Hwy.</u>	<u>Breezewood</u>	<u>PA</u>	<u>15533</u>
<u>Carolina Convenience Corporation</u>	<u>143 East Church Street</u>	<u>Batesburg-Leesville</u>	<u>SC</u>	<u>29070</u>
<u>Atlantic Star Foods, LLC</u>	<u>2563 Ashley River Road</u>	<u>Charleston</u>	<u>SC</u>	<u>29414</u>
<u>Morning Star LLC</u>	<u>101 Tom Hall St.</u>	<u>Fort Mill</u>	<u>SC</u>	<u>29715</u>
<u>Atlantic Star Foods, LLC</u>	<u>1506 Redbank Rd.</u>	<u>Goose Creek</u>	<u>SC</u>	<u>29445</u>
<u>Carolina Convenience Corporation</u>	<u>1910 S Lake Dr</u>	<u>Lexington</u>	<u>SC</u>	<u>29073</u>
<u>Carolina Convenience Corporation</u>	<u>1105 W Main St</u>	<u>Lexington</u>	<u>SC</u>	<u>29072</u>
<u>R.L. Jordan Oil Company of NC, Inc.</u>	<u>2187 N. Main St.</u>	<u>Summerville</u>	<u>SC</u>	<u>29483</u>
<u>Atlantic Star Foods, LLC</u>	<u>2490 Clements Ferry Rd.</u>	<u>Wando</u>	<u>SC</u>	<u>29492</u>
<u>Northland Restaurant Group, LLC</u>	<u>2324 6th St.</u>	<u>Brookings</u>	<u>SD</u>	<u>57006</u>
<u>Northland Restaurant Group, LLC</u>	<u>1025 Cabela Dr.</u>	<u>Mitchell</u>	<u>SD</u>	<u>57301</u>
<u>Northland Restaurant Group, LLC</u>	<u>1010 East 10th Street</u>	<u>Sioux Falls</u>	<u>SD</u>	<u>57103</u>
<u>Northland Restaurant Group, LLC</u>	<u>937 5th Street SE</u>	<u>Watertown</u>	<u>SD</u>	<u>57201</u>
<u>DBJ Enterprises, Inc.</u>	<u>1831 Holiday Drive</u>	<u>Athens</u>	<u>TN</u>	<u>37303</u>
<u>DBJ Enterprises, Inc.</u>	<u>US 11 & TN Hwy 163</u>	<u>Calhoun</u>	<u>TN</u>	<u>37309</u>
<u>Boddie-Noell Enterprises, Inc.</u>	<u>24429 Riverside Dr</u>	<u>Grundy</u>	<u>TN</u>	<u>24614</u>
<u>River Valley Restaurants, LLC</u>	<u>3020 John B. Dennis Highway</u>	<u>Kingsport</u>	<u>TN</u>	<u>37660</u>
<u>Boddie-Noell Enterprises, Inc.</u>	<u>2135 County Drive</u>	<u>Petersburg</u>	<u>VA</u>	<u>23805</u>
<u>Mountain Star, LLC</u>	<u>19 Ritter Drive</u>	<u>Beaver</u>	<u>WV</u>	<u>25813</u>
<u>River Valley Restaurants, LLC</u>	<u>Route 60 West</u>	<u>Rainelle</u>	<u>WV</u>	<u>25962</u>
<u>Cougar Enterprises, Inc.</u>	<u>1210 North Division St.</u>	<u>Colby</u>	<u>WI</u>	<u>54421</u>
<u>Doro, Inc.</u>	<u>N 101 Highway 83</u>	<u>Delafield</u>	<u>WI</u>	<u>53018</u>
<u>Cougar Enterprises, Inc.</u>	<u>230 S. 8th St.</u>	<u>Medford</u>	<u>WI</u>	<u>54451</u>
<u>Doro, Inc.</u>	<u>207 North Center Ave.</u>	<u>Merrill</u>	<u>WI</u>	<u>54452</u>
<u>Cougar Enterprises, Inc.</u>	<u>150 E. Division</u>	<u>Neillsville</u>	<u>WI</u>	<u>54456</u>
<u>Bighorn Restaurants LLC</u>	<u>150 SE Wyoming Blvd.</u>	<u>Casper</u>	<u>WY</u>	<u>82609</u>
<u>Bighorn Restaurants LLC</u>	<u>900 Pronghorn St.</u>	<u>Casper</u>	<u>WY</u>	<u>82601</u>

GBL Enterprises, Inc.

Hoover, AL
(205) 999-9681

Drain Enterprises, Inc.

Scottsboro, AL
(256) 259-4530

Diamond Management, LLC

Edgemont, AR
(501) 723-5150

Paradigm Investment Group, LLC

Rancho Santa Fe, CA
Need to confirm #

Atlantic Star Foods, LLC

Boulder, CO
(303) 530-2900

Heartland Restaurants, LLC

Boulder, CO
(303) 530-2900

Pioneer Restaurants, LLC

Boulder, CO
(303) 530-2900

Arbor Capital Partners, LLC

Land O Lakes, FL
(813) 263-8168

Phase Three Star LLC

Odessa, FL
(857) 233-8260

Sharon Haskins

Tallahassee, FL
(386) 792-1835

West Hill Ranch Group LLC

Aeworth, GA
(404) 625-9816

Mountain Star LLC

Atlanta, GA
Need to confirm #

Saulat Enterprises, Inc.

Darien, GA
Need to confirm #

Carol Hansen

Breese, IL
(618) 791-5988

Circle City Star LLC

Fishers, IN
(317) 288-7431

5 Star Ventures, LLC

Fort Wayne, IN
(260) 459-7740

OTAC No. 6, Inc.

Annapolis, MD
(410) 757-0446

RBF, Inc.

Springfield, MO
(417) 888-0411

Morning Star, LLC

Webster, NY
(585) 749-6789

Hastings, James C.

Boone, NC
(828) 262-5335

Boddie Noell Enterprises, Inc.

Rocky Mount, NC
(252) 937-2800

Wade Cary Enterprises, Inc.

Rocky Mount, NC
(252) 977-3221

Midwest First Star Inc.

Dayton, OH
(937) 912-1043

Carolina Food Systems, Inc.

Hartsville, SC
(843) 332-3921

DBJ Enterprises Inc.

Cleveland, TN
(423) 478-0003

Northland Restaurant Group, LLC

Eau Claire, WI
(715) 836-6800

Oshkosh Restaurants, LLC

Oshkosh, WI
(920) 231-7511

EXHIBIT H

LIST OF FRANCHISEES AND FRANCHISED LOCATIONS

LIST OF FRANCHISEES AND FRANCHISED LOCATIONS

As of ~~1/30/2023~~ 1/29/2024

Restaurants marked with "*" are Hardee's/Red Burrito Dual Concept Restaurants.

Franchisees marked with "+" are also current Hardee's developers.

Developers marked with "Δ" have a currently active Development Agreement but no restaurants open.

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
PHASE THREE STAR LLC+	15035 42	650 OZARK RD	ABBEVILLE	AL	36310-2630	N	3345856111
GBL RESTAURANTS, INC.	15063 47	9940 HWY 119	ALABASTER	AL	35007		2056640087
PARADIGM INVESTMENT GROUP, LLC	15055 48	11024 US HIGHWAY 431	ALBERTVILLE	AL	35950-0124	N	2568783777
PARADIGM INVESTMENT GROUP, LLC	15013 61	1249 CHEROKEE RD	ALEXANDER CITY	AL	35010-3920	N	2562344191
PARADIGM INVESTMENT GROUP, LLC	15013 53	1202 E BYPASS	ANDALUSIA	AL	36420	N	3342227315
PARADIGM INVESTMENT GROUP, LLC	15013 32	1110 S JEFFERSON ST	ATHENS	AL	35611-3521	N	2562328400
PARADIGM INVESTMENT GROUP, LLC	15056 78	25 LAKEVIEW CIR	ATMORE	AL	36502-6311	N	2514461657
PHASE THREE STAR LLC+	15014 65	800 WIRE RD	AUBURN	AL	36832-5836	N	3348876003
PARADIGM INVESTMENT GROUP, LLC	15013 52	701 DOLIVE ST	BAY MINETTE	AL	36507-3125	N	2519372378
PARADIGM INVESTMENT GROUP, LLC	15014 42	1771 US HIGHWAY 431	BOAZ	AL	35957-5917	N	2565937366
PARADIGM INVESTMENT GROUP, LLC	15014 37	50770 OLD HWY 72	BRIDGEPORT	AL	35740	N	2564952181
PARADIGM INVESTMENT GROUP, LLC	15014 40	499 W TROY ST	BRUNDIDGE	AL	36010-1200	N	3347353537
GBL RESTAURANTS, INC.	15014 35	8441 HWY 31 S	CALERA	AL	35040-6901		2056680402
PARADIGM INVESTMENT GROUP, LLC	15014 56	35 HIGHWAY 41 N	CAMDEN	AL	36726-1799	N	3346824147

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
C & C FOOD SYSTEMS, INC.	15043 41	19765 N 3RD ST	CITRONELLE	AL	36522-4013	N	25186603 25
PARADIGM INVESTMENT GROUP, LLC	15014 00	1708 BELTLINE RD	DECATUR	AL	35601-5510	N	25635059 99
PARADIGM INVESTMENT GROUP, LLC	15014 38	3241 POINT MALLARD PKWY SE	DECATUR	AL	35603-5707	N	25635329 58
PARADIGM INVESTMENT GROUP, LLC	15059 13	810 6TH AVE NORTHEAST NE	DECATUR	AL	35601	N	25634089 78
PHASE THREE STAR LLC+	15014 17	1086 ROSS CLARK CIR	DOTHAN	AL	36303-5425	N	33479280 85
PHASE THREE STAR LLC+	15014 67	2727 S OATES ST	DOTHAN	AL	36301-5643	N	33479365 85
PHASE THREE STAR LLC+	15064 65	4624 W. MAIN STREET	DOTHAN	AL	36305	N	33444630 58
PHASE THREE STAR LLC+	15013 43	911 FORT RUCKER BLVD	ENTERPRISE	AL	36330-2124	N	33434749 22
PARADIGM INVESTMENT GROUP, LLC	15057 92	3194 S EUFAULA AVE	EUFAULA	AL	36027-4406	N	33468821 35
FRANCIECO., L.P.	15064 43	7561 MESOPOTAMIA ST	EUTAW	AL	35462	N	205-372- 9244
PARADIGM INVESTMENT GROUP, LLC	15013 91	845 LIBERTY HILL DR	EVERGREEN	AL	36401-1812	N	25157819 83
PARADIGM INVESTMENT GROUP, LLC	15013 79	21514 HIGHWAY 31	FLOMATON	AL	36441-5422	N	25129623 62
PARADIGM INVESTMENT GROUP, LLC	15014 29	1113 E 5TH AVE	FLORALA	AL	36442-3510	N	33485837 11
PARADIGM INVESTMENT GROUP, LLC	15058 03	2935 S MCKENZIE ST	FOLEY	AL	36535-3415	N	25194359 60
EMPIRE RESTAURANTS ARC BURGER , LLC+	15031 33	1301 MAPLE AVE	GENEVA	AL	36340-1643	N	33468462 20
PARADIGM INVESTMENT GROUP, LLC	15014 81	9400 GRAND BAY WILMER RD	GRAND BAY	AL	36541-4248	N	25186553 63
DRAIN ENTERPRISES, INC.	15056 07	3541 CATHEDRAL CAVERNS HWY	GRANT	AL	35747-9269	N	25672859 88

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
PARADIGM INVESTMENT GROUP, LLC	15013 56	912 FORTDALE RD	GREENVILLE	AL	36037-3611	N	3343822352
PARADIGM INVESTMENT GROUP, LLC	15014 74	837 GULF SHORES PKWY	GULF SHORES	AL	36542-5905	N	2519484232
DRAIN ENTERPRISES, INC.	15033 24	5975 HIGHWAY 72 E	GURLEY	AL	35748-9460	N	2567764152
PHASE THREE STAR LLC+	15014 54	110 S STATE HIGHWAY 167	HARTFORD	AL	36344-6400	N	3345880530
PARADIGM INVESTMENT GROUP, LLC	15013 87	680 HIGHWAY 31 SW	HARTSELLE	AL	35640-2850	N	2567730435
PHASE THREE STAR LLC+	15014 39	16832 US HWY 431 SOUTH	HEADLAND	AL	36345-8445	N	3346930750
GBL INVESTMENTS, INC.	15013 74	228 OXMOOR BLVD	HOMEWOOD	AL	35209-4737		2059426095
GBL ENTERPRISES, INC.	15058 94	2162 VALLEYDALE RD	HOOVER	AL	35244-2009		2054022667
PARADIGM INVESTMENT GROUP, LLC	15059 60	79 FOLMAR PKWY	HOPE HULL	AL	36043	N	3346139879
GBL RESTAURANTS, INC.	15064 51	917 ALLISON BONNETT MEMORIAL DR	HUEYTOWN	AL	35023		2055934787
PARADIGM INVESTMENT GROUP, LLC	15005 64	2015 DRAKE AVE	HUNTSVILLE	AL	35801-5608	N	2568821639
PARADIGM INVESTMENT GROUP, LLC	15007 12	300 ANDREW JACKSON WAY	HUNTSVILLE	AL	35801-3662	N	2565367713
PARADIGM INVESTMENT GROUP, LLC	15057 49	104 GREEN COVE RD SE	HUNTSVILLE	AL	35803-3004	N	2562709397
PARADIGM INVESTMENT GROUP, LLC	15057 87	3751 AL HIGHWAY 53	HUNTSVILLE	AL	35806	N	2568521270
PARADIGM INVESTMENT GROUP, LLC	15013 77	2800 COLLEGE AVE	JACKSON	AL	36545-2447	N	2512469265
PARADIGM INVESTMENT GROUP, LLC	15014 44	13151 N HICKORY ST	LOXLEY	AL	36551-3151	N	2519646250
PARADIGM INVESTMENT GROUP, LLC	15014 27	742 S FOREST AVE	LUVERNE	AL	36049-7015	N	3343353864

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
PARADIGM INVESTMENT GROUP, LLC	15013 69	8827 MADISON BLVD	MADISON	AL	35758-1807	<input type="checkbox"/>	2567723270
PARADIGM INVESTMENT GROUP, LLC	15014 75	5870 WALL TRIANA HWY	MADISON	AL	35758-9490	<input type="checkbox"/>	2567220220
PARADIGM INVESTMENT GROUP, LLC	15056 58	11909 HIGHWAY 231 431 N	MERIDIANVILLE	AL	35759-2127	<input type="checkbox"/>	2568282377
PARADIGM INVESTMENT GROUP, LLC	15014 66	3691 HIGHWAY 14	MILLBROOK	AL	36054-1842	<input type="checkbox"/>	3342850010
PARADIGM INVESTMENT GROUP, LLC	15014 07	3715 MOFFAT RD	MOBILE	AL	36618-1207	<input type="checkbox"/>	2513433553
PARADIGM INVESTMENT GROUP, LLC	15056 53	565 GOVERNMENT ST	MOBILE	AL	36602-2019	<input type="checkbox"/>	2514324286
PARADIGM INVESTMENT GROUP, LLC	15057 69	930 SCHILLINGER RD S	MOBILE	AL	36695-8913	<input type="checkbox"/>	2516390616
PARADIGM INVESTMENT GROUP, LLC	15059 17	3225 ST STEPHENS RD	MOBILE	AL	36612	<input type="checkbox"/>	2512870662
PARADIGM INVESTMENT GROUP, LLC	15014 43	1608 S ALABAMA RD	MONROEVILLE	AL	36460-3029	<input type="checkbox"/>	2515752691
PARADIGM INVESTMENT GROUP, LLC	15013 40	5401 ATLANTA HWY	MONTGOMERY	AL	36109-3325	<input type="checkbox"/>	3342721191
PARADIGM INVESTMENT GROUP, LLC	15014 08	1183 W SOUTH BLVD	MONTGOMERY	AL	36105-3024	<input type="checkbox"/>	3342817367
PARADIGM INVESTMENT GROUP, LLC	15056 90	906 ANN ST	MONTGOMERY	AL	36107-2902	<input type="checkbox"/>	3342620650
PARADIGM INVESTMENT GROUP, LLC	15057 13	2715 TAYLOR RD	MONTGOMERY	AL	36117-6849	<input type="checkbox"/>	3342722004
PARADIGM INVESTMENT GROUP, LLC	15014 61	11838 AL HWY 157	MOULTON	AL	35650-1388	<input type="checkbox"/>	2569746363
PARADIGM INVESTMENT GROUP, LLC	15027 43	10139 HIGHWAY 431 S	NEW HOPE	AL	35760-9390	<input type="checkbox"/>	2567235988
SUMMIT FOODS, INC. +	15026 77	5525 MCFARLAND BLVD	NORTHPORT	AL	35476-2379		2053300180
PHASE THREE STAR LLC+	15014 01	2530 PEPPERELL PKWY	OPELIKA	AL	36801-6244	<input type="checkbox"/>	3347493678

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
PHASE THREE STAR LLC+	15014 30	1902 MARVYN PKWY	OPELIKA	AL	36804-7419	N	33474958 62
PARADIGM INVESTMENT GROUP, LLC	15013 84	803 FLORALA HWY	OPP	AL	36467-3311	N	33449333 14
PARADIGM INVESTMENT GROUP, LLC	15056 55	2515 MOUNTAIN COVE DR	OWENS CROSS ROADS	AL	35763-7204	N	25653394 30
PHASE THREE STAR LLC+	15013 34	1333 ANDREWS AVE	OZARK	AL	36360-3717	N	33477448 12
PHASE THREE STAR LLC+	15002 61	1300 280 BYP	PHENIX CITY	AL	36867-5451	N	33429857 13
PARADIGM INVESTMENT GROUP, LLC	15064 22	706 EAST MAIN STREET	PRATTVILE	AL	36067	N	33436530 65
PARADIGM INVESTMENT GROUP, LLC	15014 70	2525 COBBS FORD RD	PRATTVILLE	AL	36066-7709	N	33428575 49
PARADIGM INVESTMENT GROUP, LLC	15014 14	104 MCCURDY AVE S	RAINSVILLE	AL	35986	N	25663822 40
PARADIGM INVESTMENT GROUP, LLC	15014 59	16191 HIGHWAY 72	ROGERSVILLE	AL	35652-8118	N	25624713 27
PARADIGM INVESTMENT GROUP, LLC	15013 96	1016 HIGHWAY 43	SARALAND	AL	36571-3611	N	25167906 58
DRAIN ENTERPRISES, INC.	15040 40	23470 JOHN T REID PKWY	SCOTTSBORO	AL	35768-2350	N	25625963 64
PARADIGM INVESTMENT GROUP, LLC	15062 79	1201 HIGHLAND AVE	SELMA	AL	36703	N	33481283 51
PARADIGM INVESTMENT GROUP, LLC	15013 80	1300 GILMER AVE	TALLASSEE	AL	36078-1026	N	33428346 35
PARADIGM INVESTMENT GROUP, LLC	15013 50	5796 TWIN OAKS COURT	THEODORE	AL	36582	N	25165384 22
PARADIGM INVESTMENT GROUP, LLC	15013 88	32450 HIGHWAY 43	THOMASVILLE	AL	36784-1605	N	25163628 50
PARADIGM INVESTMENT GROUP, LLC	15013 38	1102 HIGHWAY 231 S	TROY	AL	36081-3002	N	33456606 09
RED DIAMOND RESTAURANTS, LLC	15013 29	611 15TH ST E	TUSCALOOSA	AL	35401-3233	N	20534552 62

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
RED DIAMOND RESTAURANTS, LLC	15014 24	2515 PAUL BRYANT DR	TUSCALOOSA	AL	35401-2212	<input type="checkbox"/>	2053491313
RED DIAMOND RESTAURANTS, LLC	15014 49	929 SKYLAND BLVD E	TUSCALOOSA	AL	35405-4219	<input type="checkbox"/>	2053452184
SUMMIT FOODS, INC.+	15030 39	6718 HWY 69 S	TUSCALOOSA	AL	35405-6435	<input type="checkbox"/>	2053660299
PARADIGM INVESTMENT GROUP, LLC	15014 31	419 HWY 43 S	TUSCUMBIA	AL	35674-4704	<input type="checkbox"/>	2563839338
PARADIGM INVESTMENT GROUP, LLC	15013 65	5091 US HIGHWAY 231	WETUMPKA	AL	36092-3124	<input type="checkbox"/>	3345677035
DIAMOND HOSPITALITY ENTERPRISES, LLC	15037 84	850 S ST LOUIS STREET	BATESVILLE	AR	72501-5833	<input type="checkbox"/>	5017935799
SADDLE PEAK LLC+	15060 38	21 US HWY 64	BEEBE	AR	72012-2094	<input type="checkbox"/>	5018823247
SADDLE PEAK LLC+	15063 20	1221 W SOUTH STREET	BENTON	AR	72015	<input type="checkbox"/>	5013164200
SADDLE PEAK LLC+	15059 54	3783 E HIGHWAY 18	BLYTHEVILLE	AR	72315	<input type="checkbox"/>	8708246450
SADDLE PEAK LLC+	15064 17	2201 NORTH 2ND STREET	CABOT	AR	72023	<input type="checkbox"/>	5018430229
SADDLE PEAK LLC+	15037 07	2500 CLARK RD	CLARKSVILLE	AR	72830-3250	<input type="checkbox"/>	4797548774
SADDLE PEAK LLC+	15058 36	1055 DAVE WARD DR	CONWAY	AR	72034	<input type="checkbox"/>	5014996462
DIAMOND MANAGEMENT, LLC	15001 31	2720 ROGERS AVE	FORT SMITH	AR	72901-4226	<input type="checkbox"/>	4797827452
DIAMOND MANAGEMENT, LLC	15002 13	1820 PHOENIX AV	FORT SMITH	AR	72901-7949	<input type="checkbox"/>	4796461719
TRICO DEVELOPMENT CORPORATION	15055 77	1331 RED WOLF BLVD	JONESBORO	AR	72401-4580	<input type="checkbox"/>	8709330994
SADDLE PEAK FRANCIECO., LLC +P.	15058 05	11700 INTERSTATE 30	LITTLE ROCK	AR	72210-7023	<input type="checkbox"/>	5019751999
SHAY, MICHEL D.+	15033 87	500 E North St	MOUNTAIN HOME	AR	72653-3206	<input type="checkbox"/>	5014259393

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
DIAMOND HOSPITALITY ENTERPRISES, LLC*	1503063	604 NE MAIN	MOUNTAIN VIEW	AR	72560-8413	Y	8702698009
DIAMOND HOSPITALITY ENTERPRISES, LLC	1502738	1700 MALCOLM	NEWPORT	AR	72112-3624	N	5015236282
SADDLE PEAK LLC+	1500702	4901 JOHN F KENNEDY BLVD	NORTH LITTLE ROCK	AR	72116-6718	N	5017539668
DIAMOND HOSPITALITY ENTERPRISES, LLC	1503425	301 LINWOOD	PARAGOULD	AR	72450-4083	N	5012363727
DIAMOND HOSPITALITY ENTERPRISES, LLC	1503079	950 EAST MAIN	PIGGOTT	AR	72454-3000	N	5015982024
DIAMOND HOSPITALITY ENTERPRISES, LLC	1503626	2828 W 28TH	PINE BLUFF	AR	71603-4921		5015365050
FRANCIECO., L.P.	1502679	116 RON HARROD RD	PRESCOTT	AR	71857-9053	N	8708871744
SADDLE PEAK LLC+	1501106	3095 E MAIN ST	RUSSELLVILLE	AR	72802-9643	N	4798906226
SADDLE PEAK FRANCIECO., LLC +P.	1500672	2997 E RACE AVE 2505 QUEENSWAY ST	SEARCY	AR	72143-4805 72143-2143	N	5012684858 50127899954
SADDLE PEAK LLC+	1506021	2505 QUEENSWAY ST 2997 E RACE AVE	SEARCY	AR	72143-4805 72143-4805	N	5012789954 5012684858
SADDLE PEAK LLC+	1500998	201 N ROCK ST	SHERIDAN	AR	72150-2224	N	8709427015
OTAC NO. 6, INC.	1505819	1801 PULASKI HWY	BEAR	DE	19701-1731	N	3028382848
OTAC NO. 4, INC.	1503413	519 S BAY RD	DOVER	DE	19901-4624	N	3026740371
OTAC NO. 4, INC.	1503414	50 GREENTREE DR	DOVER	DE	19904-2684	N	3026748335
OTAC NO. 4, INC.	1503411	20598 DUPONT BLVD	GEORGETOWN	DE	19947-3176		3028563204
OTAC NO. 4, INC.	1503412	7237 MILFORD HARRINGTON HWY	HARRINGTON	DE	19952-2304	N	3023970343
CHESAPEAKE PRODUCTS & SERVICES, INC.	1504173	30759 SUSSEX HWY	LAUREL	DE	19956-4425	N	3028757107

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
OTAC NO. 4, INC.	15056 40	340 DOVE RUN DR	MIDDLETOWN	DE	19709-7912	N	30244920 36
OTAC NO. 4, INC.	15034 09	698 N DUPONT BLVD	MILFORD	DE	19963-1002	N	30242260 83
OTAC NO. 4, INC.	15064 33	28552 DUPONT BLVD	MILLSBORO	DE	19966	N	30293491 06
OTAC NO. 4, INC.	15034 08	328 W STEIN HWY	SEAFORD	DE	19973-1335	N	30262986 77
OTAC NO. 6, INC.	15055 51	100 JIMMY DR	SMYRNA	DE	19977-5805	N	30265372 13
ANBA HEDRA LLC		451 ALTAMONTE DR.	ALTAMONTE SPRINGS	FL	32701	N	40762490 20
PHASE THREE STAR LLC+	15009 19	126 MAGNOLIA AVE	AUBURNDALE	FL	33823-4202	N	86396792 20
PHASE THREE STAR LLC+	15064 06	300 E VAN FLEET DRIVE	BARTOW	FL	33830	N	86380039 49
ARBOR CAPITAL PARTNERS, LLC+	15061 70	5741 SE ABSHIER BLVD	BELLEVIEW	FL	34420	N	35220354 04
EMPIRE RESTAURANTS ARC BURGER, LLC+	15031 27	2111 S WAUKESHA ST	BONIFAY	FL	32425-3125	N	85054746 66
BUSY BEE BURGERS, INC.	15027 97	404 HWY 27	BRANFORD	FL	32008-2764	N	38693539 79
HUDSON FOODS	15066 06	399 N. HATHAWAY AVE.	BRONSON	FL	32621	N	(352) 353-4574
PHASE THREE STAR LLC+	15011 63	1685 W JEFFERSON ST	BROOKSVILLE	FL	34601-2417	N	35279961 26
PHASE THREE STAR LLC+	15015 23	542309 US HWY 1	CALLAHAN	FL	32011-6496	N	90487957 48
EMPIRE RESTAURANTS ARC BURGER, LLC+	15026 08	651 WEST WASHINGTON ST	CHATTAHOOCHEE	FL	32324-1364	N	85058841 62
PHASE THREE STAR LLC+	15015 02	1024 N YOUNG BLVD	CHIEFLAND	FL	32626-1109	N	35249311 16
EMPIRE RESTAURANTS ARC BURGER, LLC+	15035 32	1212 MAIN ST	CHIPLEY	FL	32428-2471	N	85063885 32

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
EMPIRE RESTAURANTS, LLC+	1503022	2633 HIGHWAY 231	COTTONDALE	FL	32431-7325		8503521097
PHASE THREE STAR LLC+	1503915	2994 CRAWFORDVILLE HWY	CRAWFORDVILLE	FL	32327-2302	N	8509268337
PHASE THREE STAR LLC+	1501500	15909 SE 19 HWY	CROSS CITY	FL	32628-3513	N	3524985077
PHASE THREE STAR LLC+	1506134	16 NE HIGHWAY 19	CRYSTAL RIVER	FL	34429	N	3257940280
PHASE THREE STAR LLC+	1506360	39837 US HWY 27	DAVENPORT	FL	33837	N	8634191715
CIRCLE K STORES, INC.	1504192	1098 W INTERNATIONAL SPEEDWAY BLVD	DELAND	FL	32720-0967	N	3867381469
ARBOR CAPITAL PARTNERS, LLC+	1506418	400 WELCOME CENTER DRIVE	DELTONA	FL	32725	N	3862599543
PHASE THREE STAR LLC+	1500983	28199 HWY 27	DUNDEE	FL	33838-4274	N	8634396184
ARBOR CAPITAL PARTNERS, LLC+	1506400	11582 WILLIAMS ST	DUNNELLON	FL	34432	N	03524659111
CIRCLE K STORES, INC.	1504201	241 US HWY 17 S	EAST PALATKA	FL	32131-4087	N	3863286469
FRANCIECO., L.P.	1506381	13700 US HWY 441	ELLISVILLE	FL	32025	N	3867529966
S.W. FLORIDA FRANCHISE SERVICE	1503146	4900 PALM BEACH BLVD	FORT MYERS	FL	33905-3230	N	2396935797
FRANCIECO., L.P.	1505838	200 S KINGS HWY	FORT PIERCE	FL	34945	N	7724892184
PARADIGM INVESTMENT GROUP, LLC	1504176	822 BEAL PKWY NW	FORT WALTON BEACH	FL	32547-1905	N	8508624926
EMPIRE RESTAURANTS ARC BURGER , LLC+	1503959	5425 COTTON ST	GRACEVILLE	FL	32440-1208	N	8502634919
PHASE THREE STAR LLC+	1501528	1323 N ORANGE AVE	GREEN COVE SPRINGS	FL	32043-2546	N	9045299437
ARBOR CAPITAL PARTNERS, LLC+	1500975	266 W BROAD ST	GROVELAND	FL	34736-2512	N	3524299377

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PHASE THREE STAR LLC+	15015 36	19143 NW US HWY 441	HIGH SPRINGS	FL	32643-4300	N	38645419 33
PHASE THREE STAR LLC+	15007 61	3960 S SUNCOAST BLVD	HOMOSASSA	FL	34448-2601	N	35262819 90
PHASE THREE STAR LLC+	15014 86	873 LANE AVE S	JACKSONVILLE	FL	32205-4704	N	90469595 22
PHASE THREE STAR LLC+	15015 04	9210 BAYMEADOWS RD	JACKSONVILLE	FL	32256-7708	N	90473732 52
PHASE THREE STAR LLC+	15015 13	498 BUSCH DR	JACKSONVILLE	FL	32218-5553	N	90475118 05
PHASE THREE STAR LLC+	15015 19	6852 WILSON AVE	JACKSONVILLE	FL	32210-3661	N	90477296 69
PHASE THREE STAR LLC+	15015 20	6914 NORWOOD AVENUE	JACKSONVILLE	FL	32208-4459	N	90476465 18
PHASE THREE STAR LLC+	15015 24	8040 NORMANDY BLVD	JACKSONVILLE	FL	32221-6647	N	90469304 67
PHASE THREE STAR LLC+	15015 26	9111 MERRILL ROAD	JACKSONVILLE	FL	32225-4364	N	90474516 29
PHASE THREE STAR LLC+	15015 31	12771 ATLANTIC BLVD	JACKSONVILLE	FL	32225-3133	N	90422171 36
PHASE THREE STAR LLC+	15015 37	6680 COMMONWEALTH AVE	JACKSONVILLE	FL	32254-2218	N	90478309 60
PHASE THREE STAR LLC+	15015 38	11191 SAN JOSE BLVD	JACKSONVILLE	FL	32223-7228	N	90488627 00
PHASE THREE STAR LLC+	15056 03	675 NAUTICA DR	JACKSONVILLE	FL	32218-7222	N	90475128 41
PHASE THREE STAR LLC+	15015 21	1616 US HIGHWAY 41 NW	JASPER	FL	32052-3007	N	38679210 88
PHASE THREE STAR LLC+	15015 15	7401 STATE RD 21	KEYSTONE HEIGHTS	FL	32656-9301	N	35247377 45
ANBA HEDRA LLC		504 W. VINE ST.	KISSIMMEE	FL	34741	N	40762490 20
PHASE THREE STAR LLC+	15064 69	342 SHINN BLVD	LAKE ALFRED	FL	33850	N	86387524 36

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PHASE THREE STAR LLC+	15015 16	1205 E MAIN STREET	LAKE BUTLER	FL	32054-1345	N	38649613 61
PHASE THREE STAR LLC+	15014 88	279 W DUVAL ST	LAKE CITY	FL	32055-3987	N	38675266 21
PHASE THREE STAR LLC+	15015 17	2609 W US HIGHWAY 90	LAKE CITY	FL	32055-4729	N	38675546 72
SONI, DHIMANT & GITA	15026 76	2399 SE BAYA DR	LAKE CITY	FL	32025-4908	N	38675203 93
GERGES, GERGES S., & GERGES, AIHAB	15027 22	43 E C 470	LAKE PANASOFFKEE	FL	33538-6501	N	35279311 11
PHASE THREE STAR LLC+	15008 97	2050 W MEMORIAL BLVD	LAKELAND	FL	33815-1185	N	86368207 94
SHARON HASKINS	15061 00	24 PAFFORD RD	LAMONT	FL	32336-7187	N	85099722 28
ARBOR CAPITAL PARTNERS, LLC+	15063 16	802 S 14TH ST	LEESBURG	FL	34748	N	35246004 10
PHASE THREE STAR LLC+	15014 89	608 OHIO AVE S	LIVE OAK	FL	32064-3240	N	38636272 38
PHASE THREE STAR LLC+	15015 01	1490 S 6TH ST	MACCLENNY	FL	32063-4625	N	90425969 99
PHASE THREE STAR LLC+	15038 04	4652 E HIGHWAY 90	MARIANNA	FL	32446-3501	N	85048231 00
WARD, KENNETH W.	15041 82	3992 S BABCOCK ST	MELBOURNE	FL	32901-8212	N	32167647 40
PHASE THREE STAR LLC+	15015 09	2730 BLANDING BLVD	MIDDLEBURG	FL	32068-5667	N	90428218 89
PARADIGM INVESTMENT GROUP, LLC	15014 95	6527 HWY 90	MILTON	FL	32570-4779	N	85062330 18
FRANCIECO., L.P.	15065 56	4440 HWY. 46	MIMS	FL	32754	N	FBD 3215296986
CIRCLE K STORES, INC.	15041 91	810 N US HWY 27	MINNEOLA	FL	34715-6821	N	35224267 17
PHASE THREE STAR LLC+	15061 21	515 E CANAL ST	MULBERRY	FL	33860	N	86342520 43

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PHASE THREE STAR LLC+	15015 39	24915 W NEWBERRY RD	NEWBERRY	FL	32669-1500	N	35247242 20
CIRCLE K STORES, INC.	15042 00	6155 SR 200	OCALA	FL	34476-5557	N	35287300 39
GERGES, GERGES S., & GERGES, AIHAB	15061 76	908 NW PINE AVE	OCALA	FL	34475	N	35262214 63
ARBOR CAPITAL PARTNERS, LLC+	15027 93	10840 WEST COLONIAL DR	OCOE	FL	34761-2981		40787765 23
HUDSON FOODS	15043 50	25807 SE US HWY. 19	OLD TOWN	FL	32680	N	35254288 87
HABERKAMP, MARILYN	15030 71	5212 SILVER STAR RD	ORLANDO	FL	32808-4402	N	40729347 84
PARADIGM INVESTMENT GROUP, LLC	15015 25	4200 HWY 90	PACE	FL	32571-2000	N	85099421 53
PARADIGM INVESTMENT GROUP, LLC	15054 02	3439 HIGHWAY 77	PANAMA CITY	FL	32405-5009	N	85076362 27
PARADIGM INVESTMENT GROUP, LLC	15057 86	11769 PANAMA CITY BEACH PKWY	PANAMA CITY BEACH	FL	32407-2507	N	85023506 18
PARADIGM INVESTMENT GROUP, LLC	15014 99	8001 PENSACOLA BLVD	PENSACOLA	FL	32534-4351	N	85047782 56
PARADIGM INVESTMENT GROUP, LLC	15015 30	2500 WILDE LAKE BLVD	PENSACOLA	FL	32526-8710	N	85094476 68
PARADIGM INVESTMENT GROUP, LLC	15056 77	805 N NAVY BLVD	PENSACOLA	FL	32507-1245	N	85045328 40
PARADIGM INVESTMENT GROUP, LLC	15058 34	12275 LILLIAN HWY	PENSACOLA	FL	32506	N	85091241 50
PARADIGM INVESTMENT GROUP, LLC	15061 51	7137 N 9TH AVE	PENSACOLA	FL	32504	N	85047886 39
PHASE THREE STAR LLC+	15039 50	2046 S BYRON BUTLER PKWY	PERRY	FL	32348-5512	N	85058467 14
PHASE THREE STAR LLC+	15060 05	1713 JAMES REDMAN PKWY	PLANT CITY	FL	33563	N	81375230 75
PHASE THREE STAR LLC+	15063 37	8407 US HIGHWAY 19	PORT RICHEY	FL	34668	N	72748462 59

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PHASE THREE STAR LLC+	1502650	100 W JEFFERSON ST	QUINCY	FL	32351-2322	N	8506272424
AMG RESTAURANTS, INC.	1504198	402 S TAMIAMI TRAIL	RUSKIN	FL	33570	N	8136457940
PHASE THREE STAR LLC+	1500782	3795 34TH ST N	SAINT PETERSBURG	FL	33713-1520	N	7275277494
CIRCLE K STORES, INC.	1504193	5690 W STATE ROAD 46	SANFORD	FL	32771-9238	N	4073200802
PARADIGM INVESTMENT GROUP, LLC	1506002	3000 US HIGHWAY 98 W	SANTA ROSA	FL	32459-4052	N	8506606572
PHASE THREE STAR LLC+	1501041	11705 E US HIGHWAY 92	SEFFNER	FL	33584-3411	N	8136200756
PHASE THREE STAR LLC+	1501490	435 S TEMPLE AVE	STARKE	FL	32091-3940	N	9049646700
PHASE THREE STAR LLC+	1503117	5818 N MONROE ST	TALLAHASSEE	FL	32303-7951	N	8505141073
PHASE THREE STAR LLC+	1506090	1829 CAPITAL CIRCLE NE	TALLAHASSEE	FL	32308	N	8503090155
PHASE THREE STAR LLC+	1506092	2410 APALACHEE PKWY	TALLAHASSEE	FL	32301-4924		8503090165
ARBOR CAPITAL PARTNERS, LLC+	1500724	301 E BURLEIGH BLVD	TAVARES	FL	32778-2201	N	3523431990
CDP ENTERPRISES	1503380	6292 COMMERCIAL WAY	WEEKI WACHEE	FL	34613-6329	N	3525969068
ARBOR CAPITAL PARTNERS, LLC+	1500981	404 S MAIN ST	WILDWOOD	FL	34785-4531	N	3527486262
ARBOR CAPITAL PARTNERS, LLC+	1506397	549 STATE HIGHWAY 44	WILDWOOD	FL	34785	N	3526613538
PHASE THREE STAR LLC+	1501529	306 W NOBLE AVE	WILLISTON	FL	32696-2032	N	3525280047
JAKG PETRO TRUCK STOP VENTURES, LLC	1502678	15821 HWY 231 N	YOUNGSTOWN	FL	32466-2545	N	8507227181
PHASE THREE STAR LLC+	1501074	36502 STATE RD 54	ZEPHYRHILLS	FL	33541-6938	N	8137886622

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ATLANTIC STAR FOODS, LLC *	1500793	1097 HIGHWAY 92	ACWORTH	GA	30102-2025		7709661361
ATLANTIC STAR FOODSBURGER, LLC	1500802	101 PRINCETON BLVD	ADAIRSVILLE	GA	30103-2629	<u>N</u>	7707733710
PHASE THREE STAR LLC+	1500326	807 W 4TH ST	ADEL	GA	31620-2505	<u>N</u>	2298967967
PHASE THREE STAR LLC+	1500435	2324 E OGLETHORPE BLVD	ALBANY	GA	31705-2938	<u>N</u>	2298880880
PHASE THREE STAR LLC+	1506080	436 N SLAPPEY BLVD	ALBANY	GA	31701	<u>N</u>	2298899750
SAULAT ENTERPRISES, WINCV, RESTAURANTS LLC	1503718	922 S PIERCE ST	ALMA	GA	31510-3527	<u>N</u>	9126328441
PHASE THREE STAR LLC+	1500669	220 TRIPP ST	AMERICUS	GA	31709-3833	<u>N</u>	2299244559
ATLANTIC STAR FOODS, LLC	1506361	4365 LEXINGTON RD	ATHENS	GA	30605		7063952496
ATLANTIC STAR FOODS, LLC	1506396	3075 ATLANTA HIGHWAY	ATHENS	GA	30606		7062477716
EMPIRE RESTAURANTS ARC BURGER , LLC+	1500346	2516 BOULDERCREST RD SE	ATLANTA	GA	30316-4808	<u>N</u>	4042430047
GEORGIA STAR RESTAURANTS IV, LLC	1506576	3309 PEACH ORCHARD RD	AUGUSTA	GA	30906	<u>N</u>	FBD 7063649400
PHASE THREE STAR LLC+	1503724	1000 E SHOTWELL ST	BAINBRIDGE	GA	39819-4150	<u>N</u>	2292460610
EMPIRE RESTAURANTS, LLC+	1500386	323 COLLEGE ST	BARNESVILLE	GA	30204-1603		7703586122
WIV RESTAURANTS LLC	1506626	653 SOUTH MAIN ST	BAXLEY	GA	31513	<u>N</u>	(912) 278-0453
ATLANTIC STAR FOODSBURGER, LLC	1506246	99 SANDY RUN RD.	BONAIRE	GA	31005	<u>N</u>	4784498210
ATLANTIC STAR FOODSBURGER, LLC *	1500796	515 ALABAMA AVE S	BREMEN	GA	30110-2007	<u>Y</u>	7705370356
SAULAT ENTERPRISES, INC.	1502742	4428 NEW JESUP HWY	BRUNSWICK	GA	31520-1647	<u>N</u>	9122618751

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EMPIRE RESTAURANTS ARC BURGER, LLC +	15005 60	1520 BUFORD HWY	BUFORD	GA	30518-3625	N	77094563 97
EMPIRE RESTAURANTS, LLC +	15056 71	2686 HAMILTON MILL RD	BUFORD	GA	30519-4105		67848203 31
EMPIRE RESTAURANTS ARC BURGER, LLC +	15059 53	242 HWY 49	BYRON	GA	31008	N	47895612 62
PHASE THREE STAR LLC	15026 51	98 U S HIGHWAY 84	CAIRO	GA	39828-1602	N	22937711 97
ATLANTIC STAR FOODS, LLC	15062 01	701 HIGHWAY 53 SE	CALHOUN	GA	30701		70638340 58
ATLANTIC STAR ARC FOODS BURGER, LLC *	15009 04	2284 US 41 HWY NW	CALHOUN	GA	30701-8852	Y	70662969 61
ATLANTIC STAR FOODS, LLC	15007 91	161 MARIETTA HWY	CANTON	GA	30114-2304		(770)479-9670
ATLANTIC STAR ARC FOODS BURGER, LLC *	15008 37	1375 S PARK ST	CARROLLTON	GA	30117-4433	Y	77083288 21
ATLANTIC STAR FOODS, LLC	15062 09	104 S TENNESEE ST	CARTERSVILLE	GA	30120		67871986 28
DBJ ENTERPRISES INC.	15037 21	1099 NORTH THIRD ST	CHATSWORTH	GA	30705-2117	N	70669586 75
DBJ ENTERPRISES INC.	15063 48	12876 N. HIGHWAY 27	CHICKAMAUGA	GA	30707	N	70637583 74
PHASE THREE STAR LLC	15031 09	226 W CRAWFORD ST	COLQUITT	GA	39837-3409	N	22975861 42
PHASE THREE STAR LLC	15003 14	3848 ST MARYS RD	COLUMBUS	GA	31906-4681	N	70668718 09
PHASE THREE STAR LLC	15005 98	2501 AIRPORT THRUWAY	COLUMBUS	GA	31904-9010	N	70632213 04
EMPIRE RESTAURANTS ARC BURGER, LLC +	15005 07	44 HOMER RD	COMMERCE	GA	30529-1808	N	70633530 00
ATLANTIC STAR FOODS, LLC	15061 98	2930 HIGHWAY 138 SW	CONYERS	GA	30094		77078520 80
PHASE THREE STAR LLC	15010 97	1702 E 16TH AVE	CORDELE	GA	31015-5307	N	22927334 67

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ATLANTIC STAR FOODS, LLC	1506399	515 US HWY 441	CORNELIA	GA	30531		6788654844
EMPIRE RESTAURANTS <u>ARC BURGER</u> , LLC+	1505846	3112 HWY 278 W	COVINGTON	GA	30014-2304	N	7703853535
EMPIRE RESTAURANTS <u>ARC BURGER</u> , LLC+	1500839	125 W MAPLE ST	CUMMING	GA	30040-2633	N	7708444440
ATLANTIC STAR FOODS, LLC	1506194	1266 MERCHANTS DR	DALLAS	GA	30132		7709662936
DBJ ENTERPRISES INC.+	1503926	1301 GLENWOOD AVE	DALTON	GA	30721-2605	N	7032595878
DBJ ENTERPRISES INC.+	1505990	580 E WALNUT AVE	DALTON	GA	30721	N	7062264914
ATLANTIC STAR <u>ARC FOODS BURGER</u> , LLC*	1501969	350 GENERAL DANIEL AVE N	DANIELSVILLE	GA	30633-6910	Y	7067953969
PHASE THREE STAR LLC+	1505693	899 FORRESTER DR SE	DAWSON	GA	39842-2044	N	2299956062
PHASE THREE STAR LLC+	1503241	310 E 3RD ST	DONALSONVILLE	GA	39845-1648	N	2295245059
PHASE THREE STAR LLC+	1506088	1392 BOWENS MILL RD SW	DOUGLAS	GA	31533	N	9123839552
ATLANTIC STAR <u>ARC FOODS BURGER</u> , LLC*	1500798	1208 INDUSTRIAL BLVD	EAST ELLIJAY	GA	30540-8265	Y	7065264638
ATLANTIC STAR FOODS, LLC	1506219	3062 ANVIL BLOCK RD	ELLENWOOD	GA	30294		4043663244
GEORGIA BLACK OAK, LLC	1505404	4360 WASHINGTON RD	EVANS	GA	30809-3938	N	7062285188
EMPIRE RESTAURANTS, LLC+	1505959	7940 SENOIA RD	FAIRBURN	GA	30213		7707744597
EMPIRE RESTAURANTS <u>ARC BURGER</u> , LLC+	1505895	975 N GLYNN ST	FAYETTEVILLE	GA	30214-1380	N	7707195413
EMPIRE RESTAURANTS <u>ARC BURGER</u> , LLC+	1500630	260 N LEE ST	FORSYTH	GA	31029-2124	N	4789944118
ATLANTIC STAR FOODS, <u>DBJ ENTERPRISES LLC</u> +	1501896	2154 FRANKLIN PARKWAY 1086 BATTLEFIELD	FRANKLIN FORT OGLETHORPE	GA	30217-75263 0742-3884	N	7066759626 7068611769

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DBJ ENTERPRISES IN ARC + <u>BURGER, LLC</u>	15034 45	1086 BATTLEFIELD 2154 FRANKLIN PARKWAY	FT OGLETHORPE FR <u>ANKLIN</u>	G A	30742- 38843 <u>0217-</u> <u>7526</u>	<u>Y</u>	70686117 69706675 <u>9626</u>
FRANCIECO., L.P.	15065 92	SONNY PERDUE DR. AND DEAN FORREST RD	GARDEN CITY	G A	31408	<u>N</u>	(912) 508-0450
EMPIRE RESTAURANTS ARC <u>BURGER, LLC</u> +	15004 91	1619 N EXPRESSWAY	GRIFFIN	G A	30223- 1276	<u>N</u>	77022958 65
SADDLE PEAK LLC +	15064 36	4305 WRIGHTSBORO ROAD	GROVETOWN	G A	30813	<u>N</u>	70630384 11
GEORGIA STAR RESTAURANTS III, LLC	15065 06	310 MILLEDGEVILLE ROAD	HARLEM	G A	30814	<u>N</u>	70644983 30
EMPIRE RESTAURANTS ARC <u>BURGER, LLC</u> +	15003 02	341 BROAD ST	HAWKINSVILLE	G A	31036- 4820	<u>N</u>	47889237 50
WIV RESTAURANTS LLC	15059 05	21 E COFFEE ST	HAZLEHURST	G A	31539	<u>N</u>	91237501 60
SADDLE PEAK LLC +	15062 36	3696 WINDSOR SPRING RD	HEPHZIBAH	G A	30815	<u>N</u>	70630344 07
ATLANTIC STAR FOODS, LLC	15059 57	100 HAZEL MOSLEY RD	JASPER	G A	30143		70625312 24
EMPIRE RESTAURANTS, LLC +	15059 43	1700 OLD PENDERGRASS RD	JEFFERSON	G A	30549		70636740 02
WIV RESTAURANTS LLC	15066 53	1090 NORTH 1ST ST	JESUP	G A	31545	<u>N</u>	(912) 278-0453
ATLANTIC STAR FOODS, LLC	15060 85	3069 COBB PKWY	KENNESAW	G A	30152		77097586 21
HASKINS RESTAURANTS I, LLC	15061 26	7212 LAKES BLVD	LAKE PARK	G A	31636	<u>N</u>	22955962 66
EMPIRE RESTAURANTS ARC <u>BURGER, LLC</u> +	15043 65	603 S VALDOSTA RD	LAKELAND	G A	31635	<u>N</u>	22948239 30
EMPIRE RESTAURANTS, LLC +	15058 90	630 BUFORD DR	LAWRENCEVILLE E	G A	30046		77082224 44
PHASE THREE STAR LLC +	15034 50	258 US 19 S	LEESBURG	G A	31763	<u>N</u>	22975921 50
ATLANTIC STAR FOODS, LLC	15062 76	5335 LAWRENCEVILLE HWY NW	LILBURN	G A	30047		77069501 51

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GEORGIA BLACK OAK, LLC	15042 05	112 ELM STREET	LINCOLNTON	GA	30817-4200	N	7063596840
ATLANTIC STAR FOODS, LLC *	15015 43	940 THORNTON RD	LITHIA SPRINGS	GA	30122-4437		7709487594
EMPIRE RESTAURANTS, LLC+	15057 40	4360 ATLANTA HWY	LOGANVILLE	GA	30052-3262		7705547556
ATLANTIC STAR FOODS, LLC	15062 00	4850 FLOYD RD SW	MABLETON	GA	30126		7707397500
EMPIRE RESTAURANTS, LLC+	15059 89	1014 GRAY HIGHWAY	MACON	GA	31211		4787439299
FRANCIECO., L.P.	15065 09	1500 MONTICELLO RD	MADISON	GA	30650	N	FBD 7067520910
EMPIRE RESTAURANTS <u>ARC</u> BURGER, LLC+	15010 18	182 KEYS FERRY ST	MCDONOUGH	GA	30253-3225	N	7709541581
EMPIRE RESTAURANTS, LLC+	15019 02	3056 JODECO RD	MCDONOUGH	GA	30253-5314		7709570915
EMPIRE RESTAURANTS <u>ARC</u> BURGER, LLC+	15057 22	1575 HIGHWAY 20 W	MCDONOUGH	GA	30253-7308	N	6784321240
EMPIRE RESTAURANTS <u>ARC</u> BURGER, LLC+	15003 68	315 S BROAD ST	MONROE	GA	30655-2119	N	7702675700
EMPIRE RESTAURANTS <u>ARC</u> BURGER, LLC+	15026 04	1729 1ST AVE SE	MOULTRIE	GA	31768-5017	N	2299851711
PHASE THREE STAR LLC+	15039 73	620 SOUTH DAVIS	NASHVILLE	GA	31639-2445	N	2296987344
ATLANTIC STAR <u>ARC</u> FOODS <u>BURGER,</u> LLC	15006 59	231 TEMPLE AVE	NEWNAN	GA	30263-1368	N	7702517806
ATLANTIC STAR FOODS, LLC	15018 98	4201 SHARPSBURG MCCULLUM RD	NEWNAN	GA	30265-1803		7702511267
EMPIRE RESTAURANTS <u>ARC</u> BURGER, LLC+	15059 83	4538 OAKWOOD RD	OAKWOOD	GA	30566	N	7705324210
EMPIRE RESTAURANTS, LLC+	15040 42	203 N MAIN ST	PEARSON	GA	31642-7861		9124223100
PHASE THREE STAR LLC+	15054 66	135 CURRY ST NE	PELHAM	GA	31779-1310	N	2292942278

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ATLANTIC STAR FOODS, LLC	1506245	1504 SAM NUNN BOULEVARD	PERRY	GA	31069		4782241504
SAULAT ENTERPRISES, INC.	1503747	100 GOVERNOR TREUTLEN RD	POOLER	GA	31322-3401	N	9127487297
EMPIRE RESTAURANTS, LLC+	1503793	1300 W SCREVEN ST	QUITMAN	GA	31643-1820		2292637113
SAULAT ENTERPRISES, INC.	1504056	9878 FORD AVE	RICHMOND HILL	GA	31324-6400		9127562208
DBJ ENTERPRISES INC.+	1503260	5486 ALABAMA HWY	RINGGOLD	GA	30736	N	7069352188
ATLANTIC STAR C FOODS BURGER, LLC	1506039	1204 TURNER MCCALL BLVD <u>3110 CEDARTOWN HWY SW</u>	ROME	GA	30161 <u>30161-9590</u>	Y	70629120 <u>217062912998</u>
ATLANTIC STAR C FOODS BURGER, LLC*	1501549	3110 CEDARTOWN HWY SW <u>1204 TURNER MCCALL BLVD</u>	ROME	GA	30161-9590 <u>0161</u>	N	70629129 <u>987062912021</u>
DBJ ENTERPRISES INC.+	1502581	300 MCFARLAND AVE	ROSSVILLE	GA	30741-1200	N	7068613368
EMPIRE RESTAURANTS, LLC+	1505887	891 HOLCOMB BRIDGE RD	ROSWELL	GA	30075		7706457336
ATLANTIC STAR C FOODS BURGER, LLC	1506244	1031 FRANKLIN SPRINGS ST	ROYSTON	GA	30662	N	7062455106
ATLANTIC STAR C FOODS BURGER, LLC	1506220	195 WALMART CIRCLE	SANDERSVILLE	GA	31082	N	4782400790
ATLANTIC STAR FOODS, LLC	1500832	6671 ROSWELL RD NE	SANDY SPRINGS	GA	30328-3185		4043037817
SAULAT ENTERPRISES, INC.	1503528	1 GATEWAY BLVD S	SAVANNAH	GA	31419-7551	N	9129253869
EMPIRE RESTAURANTS ARC BURGER, LLC+	1500548	5259 STONE MOUNTAIN HWY	STONE MOUNTAIN	GA	30087-6401	N	7704690345
SAULAT ENTERPRISES, INC.	1502655	501 S MAIN ST	SWAINSBORO	GA	30401-6134	N	4782379277
ATLANTIC STAR FOODS, LLC*	1501900	587 CARROLLTON RD	TEMPLE	GA	30179-4134		7705622689
EMPIRE RESTAURANTS ARC BURGER, LLC+	1500639	624 N CHURCH ST	THOMASTON	GA	30286-3612	N	7066478444

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EMPIRE RESTAURANTS ARC BURGER, LLC +	15037 92	1440 REMINGTON AVE	THOMASVILLE	GA	31792-9704	<u>N</u>	2292289287
EMPIRE RESTAURANTS ARC BURGER, LLC +	15059 95	318 S VIRGINIA AVE	TIFTON	GA	31794	<u>N</u>	2293888454
FRANCIECO., L.P.	15055 21	178 SOUTHWELL BLVD	TIFTON	GA	31794-9683	<u>N</u>	2293826231
DBJ ENTERPRISES INC.+	15032 33	HIGHWAY 136 W. KILLIAN	TRENTON	GA	30752-0187	<u>N</u>	7066577588
ATLANTIC STAR FOODS, LLC	15062 85	1727 MOUNTAIN INDUSTRIAL BLVD	TUCKER	GA	30083		6782454067
EMPIRE RESTAURANTS ARC BURGER, LLC +	15029 93	2901 N ASHLEY ST	VALDOSTA	GA	31602-1881	<u>N</u>	2292428377
EMPIRE RESTAURANTS ARC BURGER, LLC +	15039 00	816 S PATTERSON ST	VALDOSTA	GA	31601-6035	<u>N</u>	2292449628
ATLANTIC STAR FOODS, LLC *	15008 00	161 COMMERCE DR	VILLA RICA	GA	30180-1533		7704590969
EMPIRE RESTAURANTS, LLC+	15003 80	421 N DAVIS DR	WARNER ROBINS	GA	31093-3351		4789225960
EMPIRE RESTAURANTS ARC BURGER, LLC +	15019 85	2829 WATSON BLVD	WARNER ROBINS	GA	31093-8511	<u>N</u>	4782250535
WIV RESTAURANTS LLC	15066 52	2609 PLANT AVE	WAYCROSS	GA	31501	<u>N</u>	(912) 278-0453
EMPIRE RESTAURANTS, FRANCIECO., LLC + P.	15059 20	113 N BROAD I-85, EXIT 2 STEC	WINDER WEST POINT	GA	30680 31833	<u>N</u>	67842514 19706588 4058
TRISTAR VENTURES, LLC	15031 24	1118 S CLINTON	ALBIA	IA	52531-2664	<u>N</u>	6419325386
WESTAR FOODS, INC.+	15060 82	1510 SW TRADITION DR	ANKENY	IA	50023	<u>N</u>	5152897853
NORTHLAND RESTAURANT GROUP, LLC+	15056 86	1930 STATE ST	BETTENDORF	IA	52722-4944	<u>N</u>	5634417758
WESTAR FOODS, INC.+	15058 26	907 LAWRENCE DR	BURLINGTON	IA	52601	<u>N</u>	3197524029
WESTAR FOODS, INC. +	15000 79	1519 6TH ST SW	CEDAR RAPIDS	IA	52404-5842		31936377 10

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WESTAR FOODS, INC.+	15029 89	1981 BLAIRS FERRY RD	CEDAR RAPIDS	IA	52402-5876	N	3193959168
WESTAR FOODS, INC.+	15057 35	3505 29TH AVE SW	CEDAR RAPIDS	IA	52404-3115	N	3193964498
WESTAR FOODS, INC.+	15002 78	100 E MAPLE ST	CENTERVILLE	IA	52544-2209	N	6418568110
TRISTAR VENTURES, LLC	15032 13	2002 COURT AVE	CHARITON	IA	50049-1954	N	6415696419
NORTHLAND RESTAURANT GROUP, LLC+	15031 35	329 CENTRAL AVENUE WEST	CLARION	IA	50525-1313	N	5155322442
DORO, INC.	15038 26	117 S 2ND ST	CLINTON	IA	52732-4217	N	5632433790
WESTAR FOODS, INC.+	15034 07	107 2ND ST	CORALVILLE	IA	52241-2605	N	3193544275
WESTAR FOODS, INC.+	15007 56	3200 S EXPRESSWAY ST	COUNCIL BLUFFS	IA	51501-8268	N	7123669549
WESTAR FOODS, INC.+	15006 78	807 W TAYLOR	CRESTON	IA	50801-3536	N	6417828917
NORTHLAND RESTAURANT GROUP, LLC+	15025 40	5232 BRADY STREET	DAVENPORT	IA	52806	N	5633869585
NORTHLAND RESTAURANT GROUP, LLC+	15040 53	1715 DIVISION ST	DAVENPORT	IA	52804-3534	N	5633232213
WESTAR FOODS, INC.+	15006 09	8755 UNIVERSITY AVE	DES MOINES	IA	50325-6223	N	5152250410
WESTAR FOODS, INC.+	15057 41	1449 E EUCLID AVE	DES MOINES	IA	50316-1316	N	5152664465
WESTAR FOODS, INC.+	15058 69	915 ARMY POST RD	DES MOINES	IA	50315	N	5152859892
NORTHLAND RESTAURANT GROUP, LLC+	15030 92	2100 TWIN VALLEY DR	DUBUQUE	IA	52003-7983	N	5635839404
NORTHLAND RESTAURANT GROUP, LLC+	15034 35	420 RHOMBERG	DUBUQUE	IA	52001-3560		5635825603
WESTAR FOODS, INC.+	15034 91	105 S 9TH AVE	ELDRIDGE	IA	52748-1925	N	5632858377

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FRANCIECO., L.P.	15062 34	1400 INDUSTRIAL PARK ROAD	ELLSWORTH	IA	50075	N	64139824 40
STARCORP HD SUPERIOR STAR , LLC +	15038 57	1736 CENTRAL AVE	ESTHERVILLE	IA	51334- 2439	N	71236274 15
WESTAR FOODS, INC. +	15003 78	6 S 15TH ST	FORT DODGE	IA	50501- 4958	N	51557634 71
TRISTAR VENTURES, LLC	15001 23	1431 AVENUE H	FORT MADISON	IA	52627- 4413	N	31937294 26
NORTHLAND RESTAURANT GROUP, LLC +	15034 92	605 HIGHWAY 18 WEST	GARNER	IA	50438- 1019	N	64192334 89
WESTAR FOODS, INC. +	15036 68	1019 WEST ST	GRINNELL	IA	50112-1645		64123665 24
NORTHLAND RESTAURANT GROUP, LLC +	15033 30	10 3RD STREET SW	HAMPTON	IA	50441- 1929	N	64145633 12
NORTH IDA INVESTMENTS, LVP QSR 3 DEVELOPMENT LLC	15062 50	2010 INDORF AVENUE	HOLSTEIN	IA	51025	N	71236862 13
WESTAR FOODS, INC. +	15032 87	1203 10TH AVE N	HUMBOLDT	IA	50548- 1167	N	51533256 26
WESTAR FOODS, INC. +	15063 38	300 EAST TRAIL RIDGE AVE	INDIANOLA	IA	50125	N	51596121 98
WESTAR FOODS, INC. +	15059 67	1405 S LINCOLN ST	KNOXVILLE	IA	50138	N	64184223 46
STARCORP HD SUPERIOR STAR , LLC +	15058 04	1205 HAWKEYE AVE SW	LE MARS	IA	51031- 1865	N	71272202 27
WESTAR FOODS, INC. +	15012 62	205 W MAIN	MANCHESTER	IA	52057- 1533	N	56392758 88
WESTAR FOODS, INC. +	15038 24	902 S CENTER ST	MARSHALLTOW N	IA	50158- 3212	N	64175305 77
STM ENTERPRISES, LTD.	15036 21	515 S DELAWARE	MASON CITY	IA	50401- 4043	N	64142453 95
WESTAR FOODS, INC. +	15012 63	102 HIGHWAY 1 S	MOUNT VERNON	IA	52314- 1580	N	31989565 20
WESTAR FOODS, INC. +	15012 74	905 E WASHINGTON ST	MT PLEASANT	IA	52641- 1948	N	31938548 48

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WESTAR FOODS, INC.+	15009 49	705 GRANDVIEW AVE	MUSCATINE	IA	52761-1625	N	56326460 96
WESTAR FOODS, INC.+	15063 43	1205 W 19TH ST S	NEWTON	IA	50208	N	61479267 02
STARCORP HD SUPERIOR STAR , LLC +	15026 29	809 ALBANY PLACE	ORANGE CITY	IA	51041-1936	N	71273789 79
TRISTAR VENTURES, LLC	15061 11	1787 VENTURE DR	OTTUMWA	IA	52501	N	64168211 79
STARCORP HD SUPERIOR STAR , LLC +	15039 82	505 2ND AVE	SHELDON	IA	51201-1102	N	71232452 86
STARCORP HD SUPERIOR STAR , LLC +	15030 97	660 N MAIN	SIOUX CENTER	IA	51250-1826	N	71272236 63
STARCORP HD SUPERIOR STAR , LLC +	15026 34	910 GORDON DR	SIOUX CITY	IA	51101-1832	N	71225854 99
STARCORP HD SUPERIOR STAR , LLC +	15036 30	4440 SERGEANT ROAD	SIOUX CITY	IA	51106-4703	N	71227683 95
STARCORP HD SUPERIOR STAR , LLC +	15026 74	704 SOUTH GRAND	SPENCER	IA	51301-5730	N	71226259 88
STARCORP HD SUPERIOR STAR , LLC +	15025 39	605 FLINDT DRIVE	STORM LAKE	IA	50588-2204	N	71273240 15
A&J ENTERPRISES, INC.	15033 74	601 CEDAR ST	TIPTON	IA	52772-1740	N	56388631 40
A&J ENTERPRISES, INC.	15035 84	118 W HIGHWAY 30	TOLEDO	IA	52342-2243	N	51548449 26
WESTAR FOODS, INC.+	15005 23	805 FRANKLIN ST	WATERLOO	IA	50703-5718	N	31923625 95
WESTAR FOODS, INC.+	15057 36	1410 FLAMMANG DR	WATERLOO	IA	50702-4368	N	31923317 71
DAVE BOWAR	15032 73	503 ROSSVILLE RD	WAUKON	IA	52172-2225	N	56356844 38
NORTHLAND RESTAURANT GROUP, LLC+	15030 74	117 HWY 150 NORTH	WEST UNION	IA	52175-1050	N	56342254 11
WESTAR FOODS, INC.+	15008 80	1007 N JOHN WAYNE DR	WINTERSET	IA	50273-1286	N	51546248 10

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STARCORP HD SUPERIOR STAR, LLC +	15010 01	140 E VIENNA ST	ANNA	IL	62906-1840	N	6188333980
TRISTAR VENTURES, LLC *	15011 42	5515 S ADAMS ST	BARTONVILLE	IL	61607-2060	Y	3096970500
STARCORP HD SUPERIOR STAR, LLC +	15011 28	10095 US HWY 67	BEARDSTOWN	IL	62618-8396	N	2173231122
PIONEER RESTAURANTS, LLC *	15018 85	2 S BELT E	BELLEVILLE	IL	62220-2535	Y	6182346659
PIONEER RESTAURANTS, LLC *	15018 86	1617 N BELT WEST	BELLEVILLE	IL	62226-5922	Y	6182355551
PIONEER RESTAURANTS, LLC *	15056 84	2516 GREEN MOUNT COMMONS DR	BELLEVILLE	IL	62221-6741	Y	6182342192
STARCORP HD SUPERIOR STAR, LLC *+	15002 75	629 W MAIN ST	BENTON	IL	62812-1365	Y	6184353286
TASTY STAR, INC. *	15038 35	8800 OLD US HIGHWAY 50	BREESE	IL	62230-3916	Y	6185262946
TRISTAR VENTURES, LLC	15012 71	220 GREEN ST	BUSHNELL	IL	61422-1772	N	3095884038
TRISTAR VENTURES, LLC	15003 74	638 N MAIN ST	CANTON	IL	61520-1251	N	3096473055
STARCORP HD SUPERIOR STAR, LLC +	15036 53	454 N BROAD ST	CARLINVILLE	IL	62626-1306	N	2178546871
TASTY STAR, INC. *	15055 97	1251 12TH ST	CARLYLE	IL	62231-1242	Y	6185944200
STARCORP HD SUPERIOR STAR, LLC *+	15009 65	1308 S DIVISION ST	CARTERVILLE	IL	62918-1974	Y	6189852883
TRISTAR VENTURES, LLC	15012 72	123 N. MADISON	CARTHAGE	IL	62321-1332	N	2173400155
PIONEER RESTAURANTS, LLC *	15025 03	8850 PETROFF DR	CASEYVILLE	IL	62232-2329	Y	6183980704
STARCORP HD SUPERIOR STAR, LLC +	15001 50	750 W BROADWAY	CENTRALIA	IL	62801-5304	N	6185321714
STARCORP HD SUPERIOR STAR, LLC +	15002 67	1806 W BRADLEY AVE	CHAMPAIGN	IL	61821-1824	N	2173985825

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STARCORP HD SUPERIOR STAR, LLC +	15039 31	331 N MAIN ST	CHATHAM	IL	62629-1069	N	2174833905
STARCORP HD SUPERIOR STAR, LLC *+	15006 70	217 W HOLMES ST	CHESTER	IL	62233-1307	Y	6188264020
TRISTAR VENTURES, LLC	15009 94	108 N 4TH ST	CHILLICOTHE	IL	61523-2056	N	3092742747
STARCORP HD SUPERIOR STAR, LLC *+	15011 22	307 S GRANT ST	CLINTON	IL	61727-2108	Y	2179356222
PIONEER RESTAURANTS, LLC *	15006 95	519 BELT LINE RD	COLLINSVILLE	IL	62234-4411	Y	6183459681
STARCORP HD SUPERIOR STAR, LLC +	15011 24	15 W FAIRCHILD ST	DANVILLE	IL	61832-3908	N	2174311171
FRANCIECO., L.P.	15064 11	3925 COUNTY FAIR DRIVE	DECATUR	IL	62526	N	2178758035
STARCORP HD SUPERIOR STAR, LLC +	15009 31	1080 W ELDORADO ST	DECATUR	IL	62522-2014	N	2174286100
NORTHLAND RESTAURANT GROUP, LLC +	15037 75	619 S GALENA ST	DIXON	IL	61021-3758	N	8152885221
STARCORP HD SUPERIOR STAR, LLC +	15009 33	322 S WASHINGTON ST	DU QUOIN	IL	62832-1807	N	6185428048
FRANCIECO., L.P.	15057 46	12 W NORTHBROOK DR	DWIGHT	IL	60420	N	8155849596
NORTHLAND RESTAURANT GROUP, LLC +	15037 16	4008 KENNEDY DR	EAST MOLINE	IL	61244-3432	N	3097557521
TRISTAR VENTURES, LLC	15011 44	101 N MAIN ST	EAST PEORIA	IL	61611-2543	N	3096993201
NORTHLAND RESTAURANT GROUP, LLC +	15055 08	1505 W FAYETTE AVE	EFFINGHAM	IL	62401-1972	N	2173473455
STARCORP HD SUPERIOR STAR, LLC +	15009 93	1205 US HIGHWAY 45 N	ELDORADO	IL	62930-3769	N	6182732308
TRISTAR VENTURES, LLC *	15011 47	507 W CENTER ST	EUREKA	IL	61530-1111	Y	3094673223
NORTHLAND RESTAURANT GROUP, LLC +	15035 58	913 EAST MAIN 1413 KNOX HIGHWAY 9	GALESBURG	IL	61401-39536 1401	Y	3093444558 3092894932

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NORTHLAND RESTAURANT GROUP, LLC*+	15013 26	1413 KNOX HIGHWAY 913 EAST MAIN	GALESBURG	IL	61401 61401-3953	N	30928949 32309344 4558
NORTHLAND RESTAURANT GROUP, LLC+	15011 76	2163 S OAKWOOD AVE	GENESE0	IL	61254-1973	N	30994461 55
PIONEER RESTAURANTS, LLC*	15010 56	4207 S, IL-159	GLEN CARBON	IL	62034-3224	Y	61828872 39
PIONEER RESTAURANTS, LLC*	15007 01	2720 GODFREY RD	GODFREY	IL	62035-3311	Y	61846691 61
PIONEER RESTAURANTS, LLC*	15009 97	3249 W CHAIN OF ROCKS	GRANITE CITY	IL	62040-7064	Y	61893177 48
STARCORP HD SUPERIOR STAR, LLC +	15002 91	700 E POPLAR	HARRISBURG	IL	62946-1536	N	61825269 90
TRISTAR VENTURES, LLC*	15011 43	401 W DEARBORN ST	HAVANA	IL	62644-1342	Y	30954330 80
STARCORP HD SUPERIOR STAR, LLC +	15002 81	615 S PARK AVE	HERRIN	IL	62948-3813	N	61894247 00
PIONEER RESTAURANTS, LLC*	15006 28	12620 STATE RTE 143	HIGHLAND	IL	62249-1139	Y	61865441 12
STARCORP HD SUPERIOR STAR, LLC +	15060 08	201 SCHOOL ST	HILLSBORO	IL	62049	N	21753238 61
STARCORP HD SUPERIOR STAR, LLC *+	15033 42	842 W MORTON AVE	JACKSONVILLE	IL	62650-3150	Y	21724549 32
PIONEER RESTAURANTS, LLC*	15002 51	528 S STATE ST	JERSEYVILLE	IL	62052-2252	Y	61849834 12
NORTHLAND RESTAURANT GROUP, LLC+	15026 14	1310 STATE ST	LAWRENCEVILL E	IL	62439-2307	N	61894338 00
STARCORP HD SUPERIOR STAR, LLC +	15005 90	539 WOODLAWN RD	LINCOLN	IL	62656-1404	N	21773261 18
STARCORP HD SUPERIOR STAR, LLC +	15003 76	1106 N CARBON ST	MARION	IL	62959-1016	N	61899741 13
STARCORP HD SUPERIOR STAR, LLC +	15001 19	1117 LAKELAND BLVD	MATTOON	IL	61938-5525	N	21723438 45
STARCORP HD SUPERIOR STAR, LLC *+	15009 13	601 FERRY ST	METROPOLIS	IL	62960-1856	Y	61852425 36

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NORTHLAND RESTAURANT GROUP, LLC+	15039 67	US 67 & 3RD AVENUE	MILAN	IL	61264	<u>N</u>	30978723 70
NORTHLAND RESTAURANT GROUP, LLC+	15027 24	2301 16TH STREET	MOLINE	IL	61265-4825	<u>N</u>	30979756 10
STARCORP HD SUPERIOR STAR, LLC+	15011 27	309 N MARKET ST	MONTICELLO	IL	61856-1637	<u>N</u>	21776299 11
FRANCIECO., L.P.	15066 21	ST. RT 6 & BRISBIN RD	MORRIS	IL	60450	<u>N</u>	815-705-9259
PIONEER RESTAURANTS, LLC*	15004 25	4333 BROADWAY ST	MOUNT VERNON	IL	62864-2281	<u>Y</u>	61824448 46
PIONEER RESTAURANTS, LLC*	15009 06	1600 BROADWAY ST	MOUNT VERNON	IL	62864-2928	<u>Y</u>	61824263 45
STARCORP HD SUPERIOR STAR, LLC+	15004 42	340 WALNUT ST	MURPHYSBORO	IL	62966-2246	<u>N</u>	61868427 12
PIONEER RESTAURANTS, LLC*	15008 43	180 S MILL ST	NASHVILLE	IL	62263-1831	<u>Y</u>	61832744 50
FRANCIECO., L.P.	15059 48	8690 RICHTER SCHOOL RD	NEW BADEN	IL	62265	<u>N</u>	61838726 84
NORTHLAND RESTAURANT GROUP, LLC+	15036 42	701 WEST JOURDAN AVENUE	NEWTON	IL	62448-1057	<u>N</u>	61878321 79
TRISTAR VENTURES, LLC	15005 71	1523 E COLLEGE AVE	NORMAL	IL	61761-2104	<u>N</u>	30945454 20
PIONEER RESTAURANTS, LLC*	15001 74	110 EAST HIGHWAY 50	O FALLON	IL	62269-2659	<u>Y</u>	61863263 44
PIONEER RESTAURANTS, LLC*	15010 04	124 HARTMAN LN	O FALLON	IL	62269-1754	<u>Y</u>	61863211 94
FRANCIECO., L.P.	15062 80	17919 NEWTON ROAD	OAKWOOD	IL	61858	<u>N</u>	21735438 73
FRANCIECO., L.P.	15059 37	1001 W WALNUT ST	OGLESBY	IL	61348-1302	<u>N</u>	81588336 91
STARCORP HD SUPERIOR STAR, LLC+	15032 01	2625 COLUMBUS ST	OTTAWA	IL	61350	<u>N</u>	81543486 88
STARCORP HD SUPERIOR STAR, LLC+	15026 15	316 S MAIN ST	PARIS	IL	61944-2255	<u>N</u>	21746552 22

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STARCORP HD SUPERIOR STAR, LLC +	15009 32	451 W OTTAWA RD	PAXTON	IL	60957-1625	N	2173799903
TRISTAR VENTURES, LLC	15009 21	105 N 5TH ST	PEKIN	IL	61554-3305	N	3093475044
TRISTAR VENTURES, LLC		3505 NE ADAMS ST	PEORIA	IL	61603-2203	Y	3096827003
TRISTAR VENTURES, LLC		8787 N KNOXVILLE AVE	PEORIA	IL	61615-1720	Y	3096921338
TRISTAR VENTURES, LLC	15011 41	3909 W WAR MEMORIAL DRIVE	PEORIA	IL	61615-4405	N	3096929571
TRISTAR VENTURES, LLC	15062 84	3431 N UNIVERSITY STREET	PEORIA	IL	61604	N	3096811847
TRISTAR VENTURES, LLC *	15010 44	3505 NE ADAMS ST	PEORIA	IL	61603-2203		3096827003
TRISTAR VENTURES, LLC *	15011 40	8787 N KNOXVILLE AVE	PEORIA	IL	61615-1720		3096921338
STARCORP HD SUPERIOR STAR, LLC +	15030 17	401 E SANGAMON AVE	PETERSBURG	IL	62675-1249	N	2176324160
EHRHARDT, ALVIN E. (SPIKE)	15031 40	2916 BROADWAY	QUINCY	IL	62301-3642	N	2172239572
TRISTAR VENTURES, LLC	15027 03	1526 NO 12TH ST	QUINCY	IL	62301-1917	N	2172238372
NORTHLAND RESTAURANT GROUP, LLC +	15026 16	502 E. MAIN STREET	ROBINSON	IL	62454-3302	N	6185448410
FRANCIECO., L.P.	15064 10	400 STEWARD RD	ROCHELLE	IL	61068	N	8155611125
DORO, INC.	15037 97	503 FIRST AVE	ROCK FALLS	IL	61071-1761	N	8156253783
NORTHLAND RESTAURANT GROUP, LLC +	15033 90	1419 38TH ST	ROCK ISLAND	IL	61201-3843	N	3097941523
FRANCIECO., L.P.	15065 03	4628 S MAIN ST	ROCKFORD	IL	61101	N	(779) 238-5962
FRANCIECO., L.P.	15055 20	13477 QUALITY DR	ROSCOE	IL	61073-9762	N	8153891925

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
TRISTAR VENTURES, LLC	15012 69	600 W CLINTON ST	RUSHVILLE	IL	62681-1255	<u>N</u>	2173400154
PIONEER RESTAURANTS, LLC*	15008 87	501 W MAIN ST	SALEM	IL	62881-1402	<u>Y</u>	6185486602
FRANCIECO., L.P.	15059 38	1533 E 162ND STREET	SOUTH HOLLAND	IL	60473	<u>N</u>	7083317399
STARCORP HD SUPERIOR STAR, LLC +	15027 28	1835 SANGAMON AVE	SPRINGFIELD	IL	62702-1205	<u>N</u>	2175259010
STARCORP HD SUPERIOR STAR, LLC +	15031 44	2501 STEVENSON DR	SPRINGFIELD	IL	62703-4396	<u>N</u>	2175291331
STARCORP HD SUPERIOR STAR, LLC +	15035 44	1700 WABASH AVE	SPRINGFIELD	IL	62704-5302	<u>N</u>	2175468244
STARCORP HD SUPERIOR STAR, LLC +	15039 78	600 W JEFFERSON ST	SPRINGFIELD	IL	62702-5036	<u>N</u>	2175289332
STARCORP HD SUPERIOR STAR, LLC +	15057 57	3217 E CLEAR LAKE AVE	SPRINGFIELD	IL	62702-6207	<u>N</u>	2176793645
PIONEER RESTAURANTS, LLC*	15007 47	117 N HIBBARD	STAUNTON	IL	62088-1346	<u>Y</u>	6186355453
STARCORP HD SUPERIOR STAR, LLC +	15011 25	203 W JACKSON	SULLIVAN	IL	61951-1453	<u>N</u>	2177284123
FRANCIECO., L.P.	15065 47	809 MOORE AVE	TUSCOLA	IL	61953	<u>N</u>	TBD 2172536855
STARCORP HD SUPERIOR STAR, LLC +	15036 94	905 N SPRINGFIELD ST	VIRDEN	IL	62690-1027	<u>N</u>	2179653715
TRISTAR VENTURES, LLC	15002 25	1102 PEORIA ST	WASHINGTON	IL	61571-2351	<u>N</u>	3094442023
PIONEER RESTAURANTS, LLC*	15055 04	912 N MARKET	WATERLOO	IL	62298-1077	<u>Y</u>	6182236035
STARCORP HD, LLC +	15002 85	1105 W MAIN ST	WEST FRANKFORT	IL	62896-2213		6189371929
PIONEER RESTAURANTS, LLC*	15006 40	1099 EDWARDSVILLE RD.	WOOD RIVER	IL	62095-1825	<u>Y</u>	6182581224
NEW BEGINNINGS RESTAURANT GROUP, LLC+	15063 55	5627 S SCATTERFIELD ROAD	ANDERSON	IN	46013	<u>N</u>	7656499247

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
FRANCIECO., L.P.	15058 88	3443 W MAUMEE ST	ANGOLA	IN	46703-3400	<u>N</u>	26066533 19
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15005 40	1510 16TH ST	BEDFORD	IN	47421-3610	<u>Y</u>	81227987 83
NEW BEGINNINGS RESTAURANT GROUP, LLC+	15006 47	3301 W 3RD ST	BLOOMINGTON	IN	47404-4848	<u>N</u>	81233373 15
MIDWEST FIRST STAR INC.+	15006 68	211 N MAIN ST	BLUFFTON	IN	46714-2013	<u>N</u>	26082426 68
NORTHLAND RESTAURANT GROUP, LLC+	15000 99	304 E NATIONAL AVE	BRAZIL	IN	47834-2630	<u>N</u>	81244818 26
GIANT HOSPITALITY, LLC		1741 E STATE RD 163	CLINTON	IN	47842-7327	<u>N</u>	76583227 13
MIDWEST FIRST STAR INC.+	15059 23	500 N EASTERN AVE	CONNERSVILLE	IN	47331	<u>N</u>	76582590 01
NEW BEGINNINGS RESTAURANT GROUP, LLC+	15002 18	549 E MAIN ST	DANVILLE	IN	46122-1937	<u>N</u>	31774557 16
5 STAR VENTURES, LLC+	15061 19	240 N 13TH ST	DECATUR	IN	46733	<u>N</u>	26030191 58
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15010 91	12000 N HARTMAN DR	EDINBURGH	IN	46124-9548	<u>Y</u>	81252652 93
MIDWEST FIRST STAR INC.+	15064 90	2620 CASSOPOLIS ST	ELKHART	IN	46514	<u>N</u>	57426477 37
MIDWEST FIRST STAR INC.+	15001 24	2820 E MAIN ST	ELWOOD	IN	46036-2214	<u>N</u>	76555223 45
STARCORP HD SUPERIOR STAR , LLC+	15027 98	1501 N BOEKE RD	EVANSVILLE	IN	47711-4976	<u>N</u>	81247767 43
STARCORP HD SUPERIOR STAR , LLC+	15029 94	4400 COVERT AVE	EVANSVILLE	IN	47714-5650	<u>N</u>	81247620 59
STARCORP HD SUPERIOR STAR , LLC+	15036 65	2315 W ILLINOIS ST	EVANSVILLE	IN	47712-5127	<u>N</u>	81242201 51
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15009 60	11660 ALLISONVILLE RD	FISHERS	IN	46038-2308	<u>Y</u>	31757759 14
65 STAR VENTURES, LLC+	15061 22	5918 LIMA RD	FORT WAYNE	IN	46818	<u>N</u>	26048904 47

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
85 STAR VENTURES, LLC+	15065 26	2720 MAPLECREST ROAD	FORT WAYNE	IN	46815	N	26075500 54
9 STAR VENTURES, LLC+	15065 68	1731 APPLE GLEN BLVD	FORT WAYNE	IN	46804		(260) 459-7740
MIDWEST FIRST STAR INC.+	15058 20	4950 BEANER BLVD	GAS CITY	IN	46933- 9788	N	76567400 00
FRANCIECO., L.P.	15063 15	2201 CR 17	GOSHEN	IN	46528- 7103	N	57438917 39
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15001 06	1215 W MAIN ST	GREENFIELD	IN	46140- 1924	Y	31746220 11
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15054 65	1881 N STATE ST	GREENFIELD	IN	46140- 1087	Y	31746805 03
75 STAR VENTURES, LLC+	15062 74	2209 NORTH JEFFERSON STREET	HUNTINGTON	IN	46750	N	26022466 67
NEW BEGINNINGS RESTAURANT GROUP, LLC+	15008 81	2525 N HIGH SCHOOL RD	INDIANAPOLIS	IN	46224-2908		31729192 70
CIRCLE CITY STAR LLC*	15000 85	4401 E 10TH STREET	INDIANAPOLIS	IN	46201- 2744	Y	31735946 55
CIRCLE CITY STAR LLC*	15001 14	921 E WASHINGTON ST	INDIANAPOLIS	IN	46202- 3950	Y	31763188 90
CIRCLE CITY STAR LLC*	15002 42	9020 E 21ST ST	INDIANAPOLIS	IN	46229- 1602	Y	31789702 62
CIRCLE CITY STAR LLC*	15009 41	710 W 10TH ST	INDIANAPOLIS	IN	46202- 3040	Y	31763484 41
CIRCLE CITY STAR LLC*	15042 26	4915 E. 56TH STREET	INDIANAPOLIS	IN	46220- 5719	Y	31725381 27
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15000 82	8009 PENDLETON PIKE	INDIANAPOLIS	IN	46226- 4012	Y	31789705 15
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15000 97	5950 BROOKVILLE RD	INDIANAPOLIS	IN	46219- 8116	Y	31735975 13
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15001 81	6313 W WASHINGTON ST	INDIANAPOLIS	IN	46241- 3022	Y	31724305 31
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15002 22	8015 S MERIDIAN ST	INDIANAPOLIS	IN	46217- 4252	Y	31788134 14

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NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15005 84	8601 ALLISONVILLE RD	INDIANAPOLIS	IN	46250-1552	Y	3178424569
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15007 14	1426 E 86TH ST	INDIANAPOLIS	IN	46240-1912	Y	3178430433
NEW BEGINNINGS RESTAURANT GROUP, LLC		2525 N HIGH SCHOOL RD	INDIANAPOLIS	IN	46224-2908	N	3172919270
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15009 09	4945 S EMERSON AVE	INDIANAPOLIS	IN	46203-5938	Y	3177818131
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15010 81	5016 HARDING LN	INDIANAPOLIS	IN	46217-9561	Y	3177844953
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15054 37	3005 W 86TH ST	INDIANAPOLIS	IN	46268-3602	Y	3173340204
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15054 64	5160 SOUTHPORT ROAD	INDIANAPOLIS	IN	46237-9601		-
STARCORP HD SUPERIOR STAR , LLC+	15033 73	762 SECOND ST	JASPER	IN	47546-2650	N	8124775569
STARCORP HD SUPERIOR STAR , LLC+	15009 85	301 W COURT AVE	JEFFERSONVILLE	IN	47130-3531	N	8122834133
STARCORP HD SUPERIOR STAR , LLC+	15065 60	2740 ALLISON LANE	JEFFERSONVILLE	IN	47130	N	(812) 725-0145
MIDWEST FIRST STAR INC.+	15011 08	1500 E MORGAN ST	KOKOMO	IN	46901-2509	N	7654563140
FRANCIECO., L.P.		2400 E 200 N	LAFAYETTE	IN	47905	N	7654207030
MIDWEST FIRST STAR INC.+	15064 08	710 SAGAMORE PARKWAY N	LAFAYETTE	IN	47904	N	7644755355
MIDWEST FIRST STAR INC.+	15066 51	1036 W EADS PKWY	LAWRENCEBURG	IN	47025	N	812-577-8341
FRANCIECO., L.P.	15066 22	6582 S. State Road 66	LEAVENWORTH	IN	47137	N	812-739-2024
NEW BEGINNINGS RESTAURANT GROUP, LLC*+	15009 68	425 S LEBANON ST	LEBANON	IN	46052-2549	Y	7654821148
MIDWEST FIRST STAR INC.+	15001 04	1121 E MARKET ST	LOGANSPOUT	IN	46947-3561	N	5747537249

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STARCORP HD SUPERIOR STAR, LLC +	15065 32	330 CLIFTY DRIVE	MADISON	IN	47250	N	81227490 38
MIDWEST FIRST STAR INC. +	15057 91	3808 S WESTERN AVE	MARION	IN	46953- 4901	N	76567711 10
NEW BEGINNINGS RESTAURANT GROUP, LLC *+	15002 20	589 STATE ROAD 39 BYP S	MARTINSVILLE	IN	46151- 1972	Y	76534258 11
MIDWEST FIRST STAR INC. +	15064 91	5223 FRANKLIN STREET	MICHIGAN CITY	IN	46360	N	21987980 25
NEW BEGINNINGS RESTAURANT GROUP, LLC +	15064 68	227 E MCGALLIARD ROAD	MUNCIE	IN	47303		76521228 87
MIDWEST FIRST STAR INC. +	15058 81	129 S MEMORIAL DR	NEW CASTLE	IN	47362- 4947	N	76559304 09
NEW BEGINNINGS RESTAURANT GROUP, LLC *+	15010 64	1001 N US HIGHWAY 31	NEW WHITELAND	IN	46184- 1380	Y	31753553 99
STARCORP HD SUPERIOR STAR, LLC +	15039 14	4033 BELL RD	NEWBURGH	IN	47630- 2277	N	81285326 74
NEW BEGINNINGS RESTAURANT GROUP, LLC *+	15010 10	2500 CONNER ST	NOBLESVILLE	IN	46060- 3139	Y	31777346 42
STARCORP HD SUPERIOR STAR, LLC +	15065 33	2305 N. HIGHWAY 3	NORTH VERNON	IN	47265	N	81281800 04
MCGINNIS, JOHN T.	15036 95	789 NORTH GOSPEL	PAOLI	IN	47454- 1419	N	81272341 33
NEW BEGINNINGS RESTAURANT GROUP, LLC *+	15010 57	7160 S STATE RD 67	PENDLETON	IN	46064- 9101	Y	76577879 22
MIDWEST FIRST STAR INC. +	15001 08	301 N BROADWAY	PERU	IN	46970- 1451	N	76547332 69
NEW BEGINNINGS RESTAURANT GROUP, LLC *+	15000 86	1630 E MAIN ST	PLAINFIELD	IN	46168- 1848	Y	31783927 07
FRANCIECO., L.P.	15061 47	2952 GARY DRIVE SUITE 101	PLYMOUTH	IN	46563	N	57493534 13
FRANCIECO., L.P.	15054 03	2698 US HIGHWAY 35 N	RICHMOND	IN	47374- 1380	N	76593916 19
MIDWEST FIRST STAR INC. +	15063 26	1925 CHESTER BLVD	RICHMOND	IN	47374	N	76593935 80

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MIDWEST FIRST STAR INC.+	15011 52	200 S MAIN ST	RUSHVILLE	IN	46173-1931	N	7659381218
STARCORP HD SUPERIOR STAR , LLC+	15060 76	1128 W MCCLAIN AVE	SCOTTSBURG	IN	47170	N	(775) 253-0604
STARCORP HD SUPERIOR STAR , LLC+	15066 92	240 S. INDIANA AVE	SELLERSBURG	IN	47172	N	08127480 304
NEW BEGINNINGS RESTAURANT GROUP, LLC *+	15005 73	411 E TIPTON ST	SEYMOUR	IN	47274-3515		81252261 61
MIDWEST FIRST STAR INC.+	15064 92	207 W IRELAND RD	SOUTH BEND	IN	46614	N	5745201988
NORTHLAND RESTAURANT GROUP, LLC+	15010 65	888 W STATE RD 154	SULLIVAN	IN	47882-7115	N	8122680025
FRANCIECO., L.P.	15061 73	1730 E HARLAN DRIVE	TERRE HAUTE	IN	47802	N	8122989812
NORTHLAND RESTAURANT GROUP, LLC+	15002 12	200 N THIRD ST	TERRE HAUTE	IN	47807-2921	N	8122321741
NORTHLAND RESTAURANT GROUP, LLC+	15006 48	3381 S US HIGHWAY 41	TERRE HAUTE	IN	47802-3727	N	8122341458
FRANCIECO., L.P.	15063 18	1875 CAMPBELL CROSSING	TIPTON	IN	46072	N	7659634169
NORTHLAND RESTAURANT GROUP, LLC+	15043 60	1906 HART STREET	VINCENNES	IN	47591-5520	N	8128825729
MIDWEST FIRST STAR INC. +	15004 80	3360 LAKE CITY HWY	WARSAW	IN	46580-3923		-
NORTHLAND RESTAURANT GROUP, LLC+	15009 78	2004 E NATIONAL HWY	WASHINGTON	IN	47501-4503	N	8122546627
FRANCIECO., L.P.	15064 48	2232 FAIR ROAD	ABILENE	KS	67410	N	7852633482
HEARTLAND RESTAURANTS, LLC	15059 30	KANSAS TURNPIKE—MILEPOST 97	CASSODAY	KS	66842		62073544 91
HEARTLAND RESTAURANTS, LLC	15062 54	2101 N ROCK ROAD	DERBY	KS	67037		31655837 44
HEARTLAND RESTAURANTS, LLC	15059 29	KANSAS TURNPIKE—MILEPOST 65	EL DORADO	KS	67042		31653623 22

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HEARTLAND RESTAURANTS ARC BURGER , LLC	1500157	1126 E 12TH AVE	EMPORIA	KS	66801-3320	N	6203426166
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500544	8021 STATE AVE	KANSAS CITY	KS	66112-2454	N	9132998523
HEARTLAND RESTAURANTS , LLC	1500433	4925 S 4TH ST	LEAVENWORTH	KS	66048-5032		9137271336
FRANCIECO., L.P.	1505985	2400 E KANSAS AVE	MCPHERSON	KS	67460-4004	N	6202414099
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500699	815 S PARKER ST	OLATHE	KS	66061-4260	N	9137647266
FRANCIECO., L.P.	1505699	203 E 27TH AVE	OTTAWA	KS	66067-3821	N	7852422117
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500486	10500 METCALF AVE	OVERLAND PARK	KS	66212-1814	N	9136498066
SHAY, MICHEL D. +	1505731	1015 S BROADWAY ST	PITTSBURG	KS	66762-5859		6203086860
HEARTLAND RESTAURANTS , LLC	1505461	E TOPEKA SERVICE AREA 2-8000 SE I-70 TPKE	TECUMSEH	KS	66542		7853799930
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500074	2424 SW 6TH AVE	TOPEKA	KS	66606-1784	N	7852355772
HEARTLAND RESTAURANTS , LLC	1500264	2300 NW TOPEKA BLVD	TOPEKA	KS	66608-1833		7852352554
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500896	2100 SW WANAMAKER RD	TOPEKA	KS	66614-5231	N	7852737062
HEARTLAND RESTAURANTS , LLC	1506195	2053 N AMIDON AVE	WICHITA	KS	67203		3164255393
HEARTLAND RESTAURANTS , LLC	1506336	3216 E HARRY ST	WICHITA	KS	67218		3166510462
HEARTLAND RESTAURANTS , LLC	1506449	1320 N TYLER ROAD	WICHITA	KS	67212		3162212478
STARCORP HD SUPERIOR STAR , LLC +	1500550	707 N 3RD ST	BARDSTOWN	KY	40004-1744	N	5023480762
MCGINNIS, JOHN T. *	1503134	1808 MAIN ST	BEAVER DAM	KY	42320-9500	Y	2702743449

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STARCORP HD SUPERIOR STAR, LLC +	15009 51	61 US HIGHWAY 68 W	BENTON	KY	42025-7346	N	2705279035
MICHAEL RAY ENTERPRISES, INC.	15010 60	127 CUMBERLAND TRACE RD	BOWLING GREEN	KY	42103-9000	N	2707813663
MICHAEL RAY ENTERPRISES, INC.	15011 12	592 INTERSTATE DRIVE	BOWLING GREEN	KY	42101	N	2707459930
MICHAEL RAY ENTERPRISES, INC.	15054 47	2370 RUSSELLVILLE RD	BOWLING GREEN	KY	42101-3908	N	2708424380
MICHAEL RAY ENTERPRISES, INC.*	15056 85	241 BRENNER ST	BOWLING GREEN	KY	42101-8001	Y	2708430370
STARCORP HD SUPERIOR STAR, LLC +	15004 26	1303 EAST BROADWAY	CAMPBELLSVILLE	KY	42718-1599	N	2707891386
HERITAGE ASSETS LLC*	15062 37	90 DOHONEY TRACE	COLUMBIA	KY	42728	Y	2703859097
FRANCIECO., L.P.	15055 19	222 HIGHWAY 770	CORBIN	KY	40701-4732	N	6065268116
HERITAGE ASSETS LLC	15003 03	411 S MAIN ST	CORBIN	KY	40701-1459	N	6065281472
BODDIE-NOELL ENTERPRISES, INC.	15036 36	1716 EAST MAIN STREET	CUMBERLAND	KY	40823	N	6065895912
HERITAGE ASSETS LLC	15009 67	681 US HWY 27 S	CYNTHIANA	KY	41031-6006	N	8592343959
FRANCIECO., L.P.	15063 10	601 SOUTH RING ROAD	ELIZABETHTOWN	KY	42701	N	2709822660
STARCORP HD SUPERIOR STAR, LLC +	15008 18	1706 N DIXIE HWY	ELIZABETHTOWN	KY	42701-9450	N	2707374830
STARCORP HD SUPERIOR STAR, LLC +	15065 34	104 BUFFALO CREEK DR	ELIZABETHTOWN	KY	42701	N	2709867136
HERITAGE ASSETS LLC	15004 44	705 SCHENKEL LN	FRANKFORT	KY	40601-1401	N	5028752771
HERITAGE ASSETS LLC	15005 62	1248 US HIGHWAY 127 S	FRANKFORT	KY	40601-4361	N	5028751002
MICHAEL RAY ENTERPRISES, INC.	15042 38	240 S L ROGER WELLS BLVD	GLASGOW	KY	42141-1129	N	2706513756

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MICHAEL RAY ENTERPRISES, INC.	15065 21	2000 EDMONTON ROAD	GLASGOW	KY	42141	N	27062920 20
SUN VENTURES, INC.	15053 54	801 NORTH CAROL MALONE BLVD.	GRAYSON	KY	41143- 1127	N	60647599 66
MCGINNIS, JOHN T.*	15037 71	840 N MAIN ST	GREENVILLE	KY	42345- 1762	Y	27033844 11
FRANCIECO., L.P.	15062 48	325 VETERANS DRIVE	HANSON	KY	42413	N	27032290 02
MCGINNIS, JOHN T.*	15040 10	1120 OLD HWY 60 EAST	HARDINSBURG	KY	40143- 2520	Y	27075652 32
BODDIE-NOELL ENTERPRISES, INC.	15033 08	1548 S. US HWY 421 BYPASS	HARLAN	KY	40831- 2501	N	60657339 10
BODDIE-NOELL ENTERPRISES, INC.	15034 32	1326 KENTUCKY HIGHWAY 15	HAZARD	KY	41701- 6042	N	60643949 10
STARCORP HD SUPERIOR STAR, LLC +	15031 58	100 N GREEN ST	HENDERSON	KY	42420- 3118	N	27082702 45
LARUE COUNTY RESTAURANTS, INC.*	15042 32	101 LINCOLN DR	HODGENVILLE	KY	42748- 9780	Y	27035888 81
FRANCIECO., L.P.	15064 79	11700 FORT CAMPBELL BLVD.	HOPKINSVILLE	KY	42262	N	FBD 2708 879142
LESLIE COUNTY RESTAURANTS, INC.	15033 77	25 FIRE HOUSE LN	HYDEN	KY	41749- 8637	N	60667251 42
HERITAGE ASSETS LLC*	15019 56	98 RICHMOND ROAD	IRVINE	KY	40336- 7209	Y	60672321 41
BODDIE-NOELL ENTERPRISES, INC.	15040 13	HIGHWAY 15	JACKSON	KY	41339- 9600	N	60666681 49
BODDIE-NOELL ENTERPRISES, INC.	15025 15	9433 HIGHWAY 805	JENKINS	KY	41537- 8182	N	60683226 41
ARW, LLC	15035 91	100 SHELBY JUNCTION LANE	JUNCTION CITY	KY	40440- 8501	N	85985404 44
HERITAGE ASSETS LLC*	15060 87	50 CORPORATE DR	LEBANON	KY	40033	Y	27069936 22
MCGINNIS, JOHN T.*	15037 01	406 S MAIN ST	LEITCHFIELD	KY	42754- 1024	Y	27025937 00

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
HERITAGE ASSETS LLC	15005 45	1125 WINCHESTER RD	LEXINGTON	KY	40505-4028	N	8592524044
HERITAGE ASSETS LLC	15005 46	202 W NEW CIRCLE RD	LEXINGTON	KY	40505-1426	N	8592932424
MCGINNIS, JOHN T.	15039 92	2990 RICHMOND RD	LEXINGTON	KY	40509-1713	N	8592697589
HERITAGE ASSETS LLC*	15063 70	815 N WALLACE WILKINSON BLVD	LIBERTY	KY	42539	Y	8285060400
BODDIE-NOELL ENTERPRISES, INC.	15035 04	1974 WEST HIGHWAY 192	LONDON	KY	40741-1679	N	6068771045
HERITAGE ASSETS LLC	15003 15	814 S MAIN ST	LONDON	KY	40741-1901	N	6068649824
BODDIE-NOELL ENTERPRISES, INC.	15038 21	67 N HIGHWAY 3	LOUISA	KY	41230-6428	N	6066380122
STARCORP HD SUPERIOR STAR, LLC +	15009 14	2909 FERN VALLEY RD	LOUISVILLE	KY	40213-3519	N	5029660927
STARCORP HD SUPERIOR STAR, LLC +	15009 58	3459 TAYLOR BLVD	LOUISVILLE	KY	40215-2644	N	5023668201
STARCORP HD SUPERIOR STAR, LLC +	15063 56	11201 OSCAR ROAD	LOUISVILLE	KY	40241	N	5026321794
STARCORP HD SUPERIOR STAR, LLC +	15065 59	5352 DIXIE HWY	LOUISVILLE	KY	40216	N	TBD 5027424545
STARCORP HD SUPERIOR STAR, LLC +	15003 04	770 E CENTER ST	MADISONVILLE	KY	42431-2164	N	2708250072
STARCORP HD SUPERIOR STAR, LLC +	15009 88	1033 PARIS RD	MAYFIELD	KY	42066-3325	N	2702475968
MIDWEST FIRST STAR INC. +	15019 54	1504 US HIGHWAY 68	MAYSVILLE	KY	41056-9108	N	6067597200
BODDIE-NOELL ENTERPRISES, INC.	15025 85	1310 N 12TH STREET	MIDDLESBORO	KY	40965-1894	N	6062483836
HERITAGE ASSETS LLC	15010 17	1445 N MAIN ST	MONTICELLO	KY	42633-1904	N	6063484629
HERITAGE ASSETS LLC	15019 58	1691 FLEMINGSBURG RD	MOREHEAD	KY	40351-9167	N	6067841311

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
MCGINNIS, JOHN T.*	15040 20	127 VETERANS WAY	MORGANTOWN	KY	42261-8842	Y	2705263880
HERITAGE ASSETS LLC	15019 57	215 INDIAN MOUND DRIVE	MOUNT STERLING	KY	40353-1015	N	8594984986
BODDIE-NOELL ENTERPRISES, INC.	15037 99	RT 25	MT VERNON	KY	40456	N	6062564702
STARCORP HD SUPERIOR STAR, LLC *+	15004 18	505 N 12TH ST	MURRAY	KY	42071-1652	Y	2707533246
HERITAGE ASSETS LLC	15003 85	903 S MAIN ST	NICHOLASVILLE	KY	40356-2151	N	8598856975
STARCORP HD SUPERIOR STAR, LLC +	15030 45	3101 FREDERICA ST	OWENSBORO	KY	42301-6060	N	2706855200
STARCORP HD SUPERIOR STAR, LLC +	15008 76	5104 HINKLEVILLE RD	PADUCAH	KY	42001-9132	N	2704433687
STARCORP HD SUPERIOR STAR, LLC +	15010 34	3024 LONE OAK RD	PADUCAH	KY	42003-5712	N	2705548424
STARCORP HD SUPERIOR STAR, LLC +	15032 06	1726 BROADWAY ST	PADUCAH	KY	42001-2706	N	2704423419
STARCORP HD SUPERIOR STAR, LLC +	15032 51	3700 CLARKS RIVER RD	PADUCAH	KY	42003-0515	N	2704432234
BODDIE-NOELL ENTERPRISES, INC.	15034 30	545 NORTH MAYO TRAIL	PAINTSVILLE	KY	41240-1810	N	6067892415
HERITAGE ASSETS LLC	15004 19	1411 MAIN ST	PARIS	KY	40361-1201	N	8599871450
BODDIE-NOELL ENTERPRISES, INC.	15026 86	667 HAMBLEY	PIKEVILLE	KY	41501-1262	N	6064374288
BODDIE-NOELL ENTERPRISES, INC.	15038 25	909 N. LAKE DR.	PRESTONSBURG	KY	41653-1278	N	6068861052
STARCORP HD SUPERIOR STAR, LLC +	15004 05	370 US HIGHWAY 62 W	PRINCETON	KY	42445-2405	N	2703652077
HERITAGE ASSETS LLC	15019 52	524 EASTERN BYPASS	RICHMOND	KY	40475-2328	N	8596242750
HERITAGE ASSETS LLC	15019 53	103 S KEENELAND DR	RICHMOND	KY	40475-3225	N	8596249710

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RUSSELL SPRINGS RESTAURANTS, INC		2378 HIGHWAY 127	Russell Springs	KY	42642	N	2708662080
FRANCIECO., L.P.	15059 91	313 PORTER RD	SADIEVILLE	KY	40370	N	5028570978
NORTHERN STAR, INC.	15042 37	5705 N HIGHWAY 27	SCIENCE HILL	KY	42553-9139	N	6064233467
MCGINNIS, JOHN T. *	15030 20	1927 MIDLAND TRAIL	SHELBYVILLE	KY	40065	Y	5026331181
EAGLESMITH, HERITAGE ASSETS IN LLC	15031 30	3895 409 S HIGHWAY 27	SOMERSET	KY	42501-30584 2501-3445	N	60667901 33606679 4998
HERITAGE ASSETS RUSSELL SPRINGS RESTAURANTS, LLC	15003 16	409 3895 S HIGHWAY 27	SOMERSET	KY	42501-34454 2501-3058	N	60667949 98606679 0133
MOUNTAIN STAR LLC	15035 72	378 SOUTHSIDE MALL	SOUTH WILLIAMSON	KY	41503-3906	N	6062371026
BODDIE-NOELL ENTERPRISES, INC.	15037 73	801 BARDSTOWN ROAD	SPRINGFIELD	KY	40069-1509	N	8593360428
HERITAGE ASSETS LLC *	15019 55	220 S MAIN ST	STANTON	KY	40380-2376	Y	6066632858
HERITAGE ASSETS LLC	15065 10	1289 WEST MAIN ST	WEST LIBERTY	KY	41472	N	6067433781
WHITLEY CO. RESTAURANTS, INC.	15035 37	730 S 10TH ST	WILLIAMSBURG	KY	40769-1648	N	6065493952
HERITAGE ASSETS LLC	15019 59	1466 W LEXINGTON AVE	WINCHESTER	KY	40391-1164	N	8597448305
C & C FOOD SYSTEMS, INC.	15015 50	300 CUMBERLAND ST	BOGALUSA	LA	70427-3106	N	9857322900
FRANCIECO., L.P.	15053 04	1118 LOWE GROUT RD	IOWA	LA	70647-3759	N	3375823719
FRANCIECO., L.P.		4158 I-49 SERVICE RD.	OPELOUSAS	LA	70570	N	4054647560
OTAC NO. 4, INC.	15034 20	800 WOODS RD	CAMBRIDGE	MD	21613-9471	N	4102284080

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OTAC NO. 4, INC.	15034 21	501 CHURCH HILL RD	CENTREVILLE	MD	21617-1900	N	4107583126
CHESAPEAKE PRODUCTS & SERVICES, INC.	15054 39	9521 OCEAN HWY	DELMAR	MD	21875-2341	N	4108964390
OTAC NO. 4, INC.	15034 16	8335 OCEAN GTWY	EASTON	MD	21601-4403	N	4108220024
OTAC, INC.	15026 35	1699 CRAIN HWY S	GLEN BURNIE	MD	21061-5574	N	4107603241
RESTAURANT MANAGEMENT CORPORATION	15025 96	42 EAST MAIN STREET	HANCOCK	MD	21750-1506	N	3016786307
OTAC NO. 3, INC.	15027 82	2635 ANNAPOLIS RD	HANOVER	MD	21076-1262	N	4105519363
OTAC NO. 4, INC.	15055 23	718 NURSERY RD	LINTHICUM	MD	21090-1409	N	4106090870
OTAC NO. 4, INC.	15025 43	4111 MOUNTAIN RD	PASADENA	MD	21122-4455	N	4103608100
OTAC NO. 4, INC.	15034 15	125 POCOMOKE MARKETPLACE	POCOMOKE CITY	MD	21851-1300	N	4109571140
OTAC NO. 4, INC.	15034 17	30362 MT VERNON RD	PRINCESS ANNE	MD	21853-1436	N	4106519699
OTAC NO. 4, INC.	15034 19	1301 S SALISBURY BLVD	SALISBURY	MD	21801-6840	N	4105463188
OTAC NO. 5, INC.	15053 34	2403 N SALISBURY BLVD	SALISBURY	MD	21801-2138	N	4103417183
OTAC NO. 4, INC.	15034 18	1157 SHOPPING CENTER RD	STEVENSVILLE	MD	21666-4051	N	4106436155
FRANCIECO., L.P.	15063 88	6560 DIXIE HIGHWAY	BRIDGEPORT	MI	48722	N	9897469567
NORTHLAND RESTAURANT GROUP, LLC+	15032 84	606 N LINCOLN RD	ESCANABA	MI	49829	N	9062330381
FRANCIECO., L.P.	15061 75	1609 NADEAU ROAD	FRENCHTOWN	MI	48162	N	7342894111
FRANCIECO., L.P.	15064 96	7300 W. GRAND RIVER AVE.	GRAND LEDGE	MI	48837	N	FBD 5176 267372

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ISHAAN ENTERPRISES, LLC	15055 03	23240 JOHN R RD	HAZEL PARK	MI	48030-1474	<u>N</u>	24854524 70
FRANCIECO., L.P.	15062 35	9790 ADAMS ST	HOLLAND	MI	49423	<u>N</u>	61677231 01
NORTHLAND RESTAURANT GROUP, LLC+	15026 47	315 N STEPHENSON AVE	IRON MOUNTAIN	MI	49801-2228	<u>N</u>	90677610 64
NORTHLAND RESTAURANT GROUP, LLC+	15031 42	350 EAST U.S. HWY 2	MANISTIQUE	MI	49854-1418	<u>N</u>	90634105 00
NORTHLAND RESTAURANT GROUP, LLC+	15025 67	1120 W WASHINGTON ST	MARQUETTE	MI	49855-4040	<u>N</u>	90622559 35
FRANCIECO., L.P.	15055 43	18720 PARTELLO RD	MARSHALL	MI	49068-8308	<u>N</u>	26978192 78
FRANCIECO., L.P.	15064 35	14137 PLANK ROAD	MILAN	MI	48160	<u>N</u>	714-439- 7558
NORTHLAND RESTAURANT GROUP, LLC+	15039 79	525 E M-28	MUNISING	MI	49862-1045	<u>N</u>	90638757 50
TAP ENTERPRISES*	15034 34	534 E MAIN ST	OWOSSO	MI	48867-3141	<u>Y</u>	98972526 16
ISHAAN ENTERPRISES, LLC	15055 35	35155 MOUND RD	STERLING HEIGHTS	MI	48310-4716	<u>N</u>	58627497 08
NORTHLAND RESTAURANT GROUP, LLC+	15035 43	1147 S BROADWAY AVE	ALBERT LEA	M N	56007-4517	<u>N</u>	50737361 01
NORTHLAND RESTAURANT GROUP, LLC+	15039 30	605 50TH AVE W	ALEXANDRIA	M N	56308-9588	<u>N</u>	32076254 25
NORTHLAND RESTAURANT GROUP, LLC+	15060 94	1406 4TH ST NW	AUSTIN	M N	55912	<u>N</u>	50769384 70
NORTHLAND RESTAURANT GROUP, LLC+	15038 41	205 PAUL BUNYAN DR NW	BEMIDJI	M N	56601-2433	<u>N</u>	21875188 23
NORTHLAND RESTAURANT GROUP, LLC+	15030 50	119 WASHINGTON ST	BRAINERD	M N	56401-3335	<u>N</u>	21882913 43
NORTHLAND RESTAURANT GROUP, LLC+	15036 48	200 3RD ST S	COLD SPRING	M N	56320-2503		32068589 80
FRANCIECO., L.P.	15065 93	I-35 & HWY 97	COLUMBUS	M N	55025	<u>N</u>	06158431 <u>007</u>

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STARCORP HD SUPERIOR STAR, LLC +	15061 67	2000 N STATE ST	FAIRMONT	M N	56031	N	50723812 90
NORTHLAND RESTAURANT GROUP, LLC +	15056 17	1940 CARDINAL LN	FARIBAULT	M N	55021- 7384	N	50733144 26
NORTHLAND RESTAURANT GROUP, LLC +	15060 79	2524 COLLEGE WAY	FERGUS FALLS	M N	56537	N	21899850 60
NORTHLAND RESTAURANT GROUP, LLC +	15062 93	1250 S POKEGAMA AVE	GRAND RAPIDS	M N	55744	N	21899995 33
STARCORP HD SUPERIOR STAR, LLC +	15036 74	147 HIGHWAY 212 E	GRANITE FALLS	M N	56241- 1708	N	32056448 87
MESABA FOOD COMPANY	15031 87	2527 E 13TH AVE	HIBBING	M N	55746	N	21826244 25
NORTHLAND RESTAURANT GROUP, LLC +	15032 72	401 1/2 FIRE MONUMENT RD	HINCKLEY	M N	55037- 8336	N	32038460 98
PETE-HAM FOOD SERVICES, INC.	15055 47	1600 HIGHWAY 71	INTERNATIONAL FALLS	M N	56649- 2161	N	21828399 45
STARCORP HD SUPERIOR STAR, LLC +	15059 35	1405 MADISON AVE	MANKATO	M N	56001	N	50762531 14
STARCORP HD SUPERIOR STAR, LLC +	15061 31	101 W LIND CT	MANKATO	M N	56001	N	50777974 75
STARCORP HD SUPERIOR STAR, LLC +	15038 16	1402 E COLLEGE DR	MARSHALL	M N	56258- 2027	N	50753250 27
NORTHLAND RESTAURANT GROUP, LLC +	15032 49	925 1ST ST E	MILACA	M N	56353- 1683	N	32098330 40
STARCORP HD SUPERIOR STAR, LLC +	15062 31	3402 28TH AVENUE SOUTH	MOORHEAD	M N	56560	N	21828404 19
NORTHLAND RESTAURANT GROUP, LLC +	15011 66	240 HIGHWAY 65 S	MORA	M N	55051- 1618	N	32067959 74
STARCORP HD SUPERIOR STAR, LLC +	15059 00	1710 WESTRIDGE RD	NEW ULM	M N	56073	N	50735402 24
NORTHLAND RESTAURANT GROUP, LLC +	15061 91	7099 11TH ST N	OAKDALE	M N	55128	N	71556300 98
NORTHLAND RESTAURANT GROUP, LLC +	15061 92	1120 HOFFMAN DR	OWATONNA	M N	55060	N	50745117 66

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FRANCIECO., L.P.	15065 98	8708 Crossing Dr.	ROCKVILLE	M N	56301	<u>N</u>	320-443-0179
<u>FRANCIECO., L.P.</u>		<u>2102 ENTERPRISES DR</u>	<u>SAINT CHARLES</u>	<u>M</u> <u>N</u>	<u>55972</u>	<u>N</u>	<u>952-239-3939</u>
NORTHLAND RESTAURANT GROUP, LLC+	15012 29	369 HAMLINE AVE N	SAINT PAUL	M N	55104-4007	<u>N</u>	6516462332
NORTHLAND RESTAURANT GROUP, LLC+	15011 71	1180 MAIN ST S	SAUK CENTRE	M N	56378-1653	<u>N</u>	3203526448
STARCORP HD <u>SUPERIOR STAR</u> , LLC+	15037 17	320 MAIN ST W	SLEEPY EYE	M N	56085-1332	<u>N</u>	5077943592
FRANCIECO., L.P.	15065 62	2102 ENTERPRISES DR	ST-CHARLES	M N	55972		952-239-3939
NORTHLAND RESTAURANT GROUP, LLC+	15058 00	151 COUNTY ROAD 120	ST. CLOUD	M N	56303	<u>N</u>	3202815577
NORTHLAND RESTAURANT GROUP, LLC+	15062 94	1400 13TH ST	VIRGINIA	M N	55792	<u>N</u>	7154952350
NORTHLAND RESTAURANT GROUP, LLC+	15042 48	204 MINNESOTA AVENUE	WALKER	M N	56484-2189	<u>N</u>	2185472664
STARCORP HD <u>SUPERIOR STAR</u> , LLC+	15059 96	1704 1ST STREET S	WILLMAR	M N	56001	<u>N</u>	3204412441
STARCORP HD <u>SUPERIOR STAR</u> , LLC+	15032 88	250 3RD AVE	WINDOM	M N	56101-1860	<u>N</u>	5078313429
NORTHLAND RESTAURANT GROUP, LLC+	15057 52	12520 FREMONT AVE	ZIMMERMAN	M N	55398-9747	<u>N</u>	7638563330
SHAY, MICHEL D.+	15035 07	2010 SOUTH ELLIOTT AVENUE	AURORA	M O	65605-9617	<u>N</u>	4176784843
HEARTLAND RESTAURANTS <u>ARC BURGER</u> , LLC	15062 55	910 SW MISSOURI ROUTE 7	BLUE SPRINGS	M O	64014	<u>N</u>	8162292495
PIONEER RESTAURANTS, LLC*	15012 90	1010 HIGHWAY K	BONNE TERRE	M O	63628-1349	<u>Y</u>	5733583369
FRANCIECO., L.P.	15056 09	2501 W ASHLEY RD	BOONVILLE	M O	65233-2870	<u>N</u>	6608827359
PIONEER RESTAURANTS, LLC*	15012 93	18054 HIGHWAY 161	BOWLING GREEN	M O	63334-3629	<u>Y</u>	5733245583

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SHAY, MICHEL D.+	1505994	19001 MISSOURI BUSINESS 13	BRANSON WEST	MO	65737	N	4172728854
HEARTLAND RESTAURANTS <u>ARC BURGER</u> , LLC	1501300	1100 W DALLAS ST	BUFFALO	MO	65622-5463	N	4173455259
STARCORP HD <u>SUPERIOR STAR</u> , LLC	1500078	2115 WILLIAM ST	CAPE GIRARDEAU	MO	63703-5817	Y	5733345151
SHAY, MICHEL D.+	1503337	2516 SOUTH GRAND	CARTHAGE	MO	64836-7903		4173584759
PIONEER RESTAURANTS, LLC*	1505552	17368 CHESTERFIELD AIRPORT RD	CHESTERFIELD	MO	63005-1413	Y	6365365072
SHAY, MICHEL D.+	1503884	1616 EAST OHIO STREET	CLINTON	MO	64735-2431	N	6608855439
HEARTLAND RESTAURANTS, LLC	1500704	2016 PARIS RD	COLUMBIA	MO	65202-2307		5734741050
HEARTLAND RESTAURANTS, LLC *	1500423	200 S PROVIDENCE RD	COLUMBIA	MO	65203-4266		5734423198
HEARTLAND RESTAURANTS <u>ARC BURGER</u> , LLC	1501913	702 N FRANKLIN ST	CUBA	MO	65453-1662	N	5738851601
PIONEER RESTAURANTS, LLC*	1501297	12974 HIGHWAY 21	DE <u>DESOTO</u>	MO	63020-1077	Y	6365869190
HEARTLAND RESTAURANTS <u>SOZARK STARS</u> , LLC	1503473	301 E 4TH ST	ELDON	MO	65026	N	5733925772
PIONEER RESTAURANTS, LLC*	1500344	545 MAIN STREET	FENTON	MO	63026-4169	Y	6363435221
PIONEER RESTAURANTS, LLC*	1500961	1305 VETERANS BLVD	FESTUS	MO	63028-2329	Y	6369312604
STARCORP HD <u>SUPERIOR STAR</u> , LLC	1501296	501 E HIGHWAY 72	FREDERICKTOWN	MO	63645-7288	N	5737833593
HEARTLAND RESTAURANTS, LLC	1500608	6250 N OAK TRFY	GLADSTONE	MO	64118-4703		8164528818
HEARTLAND RESTAURANTS, LLC	1506261	12113 BLUE RIDGE EXTENSION	GRANDVIEW	MO	64030		8167678893
TRISTAR VENTURES, LLC	1501279	2900 JAMES RD	HANNIBAL	MO	63401-3663	N	5732212662

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PIONEER RESTAURANTS, LLC*	1500950	4699 GRAVOIS RD	HOUSE SPRINGS	MO	63051-1390	Y	6366710502
HEARTLAND RESTAURANTS ARC BURGER , LLC	1501299	926 S SAM HOUSTON BLVD	HOUSTON	MO	65483-1940	N	4179673454
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500403	4011 S NOLAND RD	INDEPENDENCE	MO	64055-3348	N	8162521944
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500431	17701 E US HIGHWAY 24	INDEPENDENCE	MO	64056-1852	N	8167963066
HEARTLAND RESTAURANTS, LLC	1500460	16800 E GUDGELL RD	INDEPENDENCE	MO	64055-2018		8163736634
STARCORP HD SUPERIOR STAR, LLC +	1501015	421 E JACKSON BLVD	JACKSON	MO	63755-2423	N	5732437990
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500561	3601 COUNTRY CLUB DR	JEFFERSON CITY	MO	65109-1070	N	5738935516
FRANCIECO., L.P.	1505369	4013 HWY 43	JOPLIN	MO	64804-9001	N	4172060684
SHAY, MICHEL D. +	1502749	1810 SOUTH MAIN STREET	JOPLIN	MO	64804-2040		4176235808
SHAY, MICHEL D. +	1503086	818 RANGELINE	JOPLIN	MO	64801-5506		4177821253
SHAY, MICHEL D.+	1503637	1641 W 7TH STREET	JOPLIN	MO	64801-3071	N	4176230118
HEARTLAND RESTAURANTS ARC BURGER , LLC	1500434	6323 INDEPENDENCE AVE	KANSAS CITY	MO	64125-1544	N	8162312272
HEARTLAND RESTAURANTS, LLC	1500529	8170 NW PRAIRIE VIEW RD	KANSAS CITY	MO	64151-1020		8167418318
HEARTLAND RESTAURANTS ARC BURGER , LLC	1506262	5373 EAST BANNISTER ROAD	KANSAS CITY	MO	64137	N	8169664550
TRISTAR VENTURES, LLC	1503920	1411 S BALTIMORE ST	KIRKSVILLE	MO	63501	N	6606273884
PIONEER RESTAURANTS, LLC*	1504252	10 CENTRE ON THE LAKE	LAKE SAINT LOUIS	MO	63367-2938	Y	6366256272
PIONEER RESTAURANTS, LLC*	1500345	100 PLAZA SQ	LEADINGTON	MO	63601-4454	Y	5734315988

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HEARTLAND RESTAURANTS ARC BURGER, LLC	15040 27	1300 S JEFFERSON	LEBANON	MO	65536-3732	N	4175889707
HEARTLAND RESTAURANTS ARC BURGER, LLC	15006 83	1100 SW 3RD ST	LEES SUMMIT	MO	64081-2401	N	8165245220
PIONEER RESTAURANTS, LLC*	15007 39	2580 LEMAY FERRY RD	LEMAY	MO	63125-3131	Y	3148945551
HEARTLAND RESTAURANTS, LLC	15007 58	914 SOUTH 291 HWY	LIBERTY	MO	64068-2248		8167922544
PIONEER RESTAURANTS, LLC*	15019 40	3313 GEORGIA STREET	LOUISIANA	MO	63353-2731		5737545171
TRISTAR VENTURES, LLC	15012 80	1703 N MISSOURI ST	MACON	MO	63552-1945	N	6603852612
TRICO AYCORP DEVELOPMENT CORPORATION, LLC	15035 21	908 N DOUGLASS ST	MALDEN	MO	63863-1514	N	5732764558
HEARTLAND RESTAURANTS ARC BURGER, LLC	15012 81	707 W JACKSON ST	MEXICO	MO	65265-1940	N	5735811748
HEARTLAND RESTAURANTS ARC BURGER, LLC	15032 78	308 HWY 24 E	MOBERLY	MO	65270-3618	N	6602636007
TRISTAR VENTURES, LLC	15012 92	1003 US HIGHWAY 24/36 E	MONROE CITY	MO	63456-1472	N	5737352548
SHAY, MICHEL D. +	15027 30	530 S NEOSHO BLVD	NEOSHO	MO	64850-2048	N	4174516518
FRANCIECO., L.P.	15061 74	17550 HWY 19	NEW LONDON	MO	63459	N	5739855700
HEARTLAND RESTAURANTS, LLC	15011 20	401 S. BROADWAY	OAK GROVE	MO	64075-6111		8166906692
PIONEER RESTAURANTS, LLC*	15009 76	1212 W OSAGE	PACIFIC	MO	63069-1286	Y	6362715598
TRISTAR VENTURES, LLC	15012 89	500 E MAIN CROSS ST	PALMYRA	MO	63461-1701	N	5737694310
STAR CORP HD SUPERIOR STAR, LLC	15008 40	11 N KINGSHIGHWAY ST	PERRYVILLE	MO	63775-1351	N	5735475052
TRICO DEVELOPMENT CORPORATION	15039 41	101 S WESTWOOD BLVD	POPLAR BLUFF	MO	63901-5515	N	5737853300

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PIONEER RESTAURANTS, LLC*	1501295	103 HEALTHWAY DRIVE	POTOSI	MO	63664-1441	Y	5734385075
PIONEER RESTAURANTS, LLC*	1500735	2023 ZUMBEHL RD	SAINT CHARLES	MO	63303-2723	Y	6369474606
PIONEER RESTAURANTS, LLC*	1501033	2701 MO-94 N.	SAINT CHARLES	MO	63301-0044	Y	6369469610
HEARTLAND RESTAURANTS ARC BURGER, LLC	1501175	3911 N BELT HWY	SAINT JOSEPH	MO	64506-1383	N	8163643226
PIONEER RESTAURANTS, LLC*	1500025	4321 BUTLER HILL RD	SAINT LOUIS	MO	63128-3717	Y	3148947511
PIONEER RESTAURANTS, LLC*	1500508	2110 HAMPTON AVE	SAINT LOUIS	MO	63139-2905	Y	3146452336
PIONEER RESTAURANTS, LLC*	1501119	10858 LILAC AVE	SAINT LOUIS	MO	63137-3510	Y	3148696950
PIONEER RESTAURANTS, LLC*	1501071	501 MID RIVERS MALL DR	SAINT PETERS	MO	63376-2152	Y	6362782798
HEARTLAND RESTAURANTS ARC BURGER, LLC	1500325	715 E BROADWAY BLVD	SEDALIA	MO	65301-6040	N	6608263559
STARCORP HD SUPERIOR STAR, LLC	1500062	1105 S MAIN ST	SIKESTON	MO	63801-3102	N	5734711922
SHAY, MICHEL D.±	1503379	3465 W CHESTNUT EXPWY	SPRINGFIELD	MO	65802-5333	N	4178621214
SHAY, MICHEL D.±	1503386	2260 NORTH GLENSTONE	SPRINGFIELD	MO	65803-4648	N	4178621091
SHAY, MICHEL D.±	1503388	1444 EAST BATTLEFIELD	SPRINGFIELD	MO	65804-3702	N	4178823473
SHAY, MICHEL D.±	1503828	1515 W BATTLEFIELD	SPRINGFIELD	MO	65807-4105	N	4178895009
HEARTLAND RESTAURANTS, LLC	1505897	326 MARSHALL DR	ST ROBERT	MO	65584		5733363443
FRANCIECO., L.P.	1505762	400 N STATE HWY 125	STRAFFORD	MO	65757-9461	N	4137369043
HEARTLAND RESTAURANTS ARC BURGER, LLC	1500549	1849 E 9TH ST	TRENTON	MO	64683-2641	N	6603595460

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PIONEER RESTAURANTS, LLC*	15031 48	231 E HIGHWAY 47	TROY	MO	63379-2032	Y	63652872 22
PIONEER RESTAURANTS, LLC*	15012 88	300 US 50E	UNION	MO	63084-2244	Y	63658383 30
PIONEER RESTAURANTS, LLC*	15004 95	850 MERAMEC STATION RD	VALLEY PARK	MO	63088-1146	Y	63622581 34
PIONEER RESTAURANTS, LLC*	15056 08	902 MERAMEC STATION RD	VALLEY PARK	MO	63088-2042	Y	63682522 64
HEARTLAND RESTAURANTS ARC BURGER, LLC*	15002 44	228 W 5TH ST	WASHINGTON	MO	63090-2623	Y	63623979 24
PIONEER RESTAURANTS, LLC*	15054 82	1944 WENTZVILLE PARKWAY	WENTZVILLE	MO	63385-3453	Y	63632753 27
SHAY, MICHEL D.+	15030 07	905 PORTER WAGONER BLVD	WEST PLAINS	MO	65775-2127	N	41725688 76
RED DIAMOND RESTAURANTS, LLC	15015 64	909 HWY 278 ST EAST	AMORY	MS	38821-5512	N	66225636 81
SADDLE PEAK LLC+	15015 78	693 HWY 6 EAST	BATESVILLE	MS	38606-3005	N	66256390 60
C & C FOOD SYSTEMS, INC.	15026 18	2813 HWY 15	BAY SPRINGS	MS	39422-1083	N	60176465 26
RED DIAMOND RESTAURANTS, LLC	15015 72	1202 N 2ND ST	BOONEVILLE	MS	38829-1030	N	66272817 46
C & C FOOD SYSTEMS, INC.	15015 76	3530 HIGHWAY 49	COLLINS	MS	39428-3916	N	60176507 38
C & C FOOD SYSTEMS, INC.	15015 75	809 HWY 98 BYP	COLUMBIA	MS	39429-3710	N	60173642 21
RED DIAMOND RESTAURANTS, LLC	15015 51	1460 OLD ABERDEEN RD	COLUMBUS	MS	39705-2130	N	66232758 11
RED DIAMOND RESTAURANTS, LLC	15015 62	203 ALABAMA ST	COLUMBUS	MS	39702-5203	N	66232703 04
PARADIGM INVESTMENT GROUP, LLC	15015 58	10324 DIBERVILLE BLVD	DIBERVILLE	MS	39540-2507	N	22839226 66
RED DIAMOND RESTAURANTS, LLC	15015 73	600 SOUTH ADAMS ST	FULTON	MS	38843-8950	N	66286270 02

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PARADIGM INVESTMENT GROUP, LLC	15015 56	2403 HIGHWAY 90	GAUTIER	MS	39553-5234	<u>N</u>	2284974801
RED DIAMOND RESTAURANTS, LLC	15015 52	1651 HIGHWAY 1 S	GREENVILLE	MS	38701-7143		-
PARADIGM INVESTMENT GROUP, LLC	15015 65	12219 HWY 49 N	GULFPORT	MS	39503-2742	<u>N</u>	2288312248
C & C FOOD SYSTEMS, INC.	15015 84	4964 HARDY ST	HATTIESBURG	MS	39402-1352	<u>N</u>	6012646248
SADDLE PEAK LLC+	15061 79	749 GOODMAN RD WEST	HORN LAKE	MS	38637	<u>N</u>	6622538112
RED DIAMOND RESTAURANTS, LLC	15015 74	444 N JACKSON STREET	HOUSTON	MS	38851-1829	<u>N</u>	6624569356
FRANCIECO., L.P.	15059 44	1212 HWY 82 EAST	INDIANOLA	MS	38751	<u>N</u>	6628877885
RED DIAMOND RESTAURANTS, LLC	15015 77	1610 1ST AMERICAN DR	IUKA	MS	38852-1033	<u>N</u>	6624231008
C & C FOOD SYSTEMS, INC.	15015 54	710 N 16TH AVE	LAUREL	MS	39440-3371	<u>N</u>	6016496089
C & C FOOD SYSTEMS, INC.	15015 63	2621 ELLISVILLE BLVD	LAUREL	MS	39440-6005	<u>N</u>	6015842723
C & C FOOD SYSTEMS, INC.	15037 58	913 CHANTILLY ST	LAUREL	MS	39440-3689	<u>N</u>	6016495572
RED DIAMOND RESTAURANTS, LLC	15015 88	311 NORTH CHURCH AVE.	LOUISVILLE	MS	39339-2301	<u>N</u>	6627728610
PARADIGM INVESTMENT GROUP, LLC	15015 71	24 COWART ST	LUCEDALE	MS	39452-6621	<u>N</u>	6019472190
FRANCIECO., L.P.	15062 91	1790 SIMPSON HIGHWAY 49	MAGEE	MS	39111	<u>N</u>	6018491836
PARADIGM INVESTMENT GROUP, LLC	15015 59	6712 HWY 63 N	MOSS POINT	MS	39563-9539	<u>N</u>	2284752672
SADDLE PEAK LLC+	15061 37	7015 HACKS CROSS ROAD	OLIVE BRANCH	MS	38654	<u>N</u>	6628906030
PARADIGM INVESTMENT GROUP, LLC	15057 71	2241 <u>2701</u> DENNY AVE	PASCAGOULA	MS	39567-3415	<u>N</u>	2282025098

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C & C FOOD SYSTEMS, INC.	1501583	106 W CENTRAL AVE	PETAL	MS	39465-2314	N	6015846249
C & C FOOD SYSTEMS, INC.	1503863	1102 MEMORIAL BLVD	PICAYUNE	MS	39466-4716	N	6017991116
RED DIAMOND RESTAURANTS, LLC	1501581	124 HWY 15 NORTH	PONTOTOC	MS	38863-1906	N	6624893002
C & C FOOD SYSTEMS, INC.*	1501580	1016 S MAIN ST	POPLARVILLE	MS	39470-3113	Y	6017954057
C & C FOOD SYSTEMS, INC.	1503757	302 S ARCHUSA AVE	QUITMAN	MS	39355-2326	N	6017765456
RED DIAMOND RESTAURANTS, LLC	1502560	112 WILLOW BROOK DR	SALTILLO	MS	38866-6895	N	6018692424
RED DIAMOND RESTAURANTS, LLC	1501561	411 HIGHWAY 12 EAST	STARKVILLE	MS	39759-3823	N	6623238047
RED DIAMOND RESTAURANTS, LLC	1501560	477 E MAIN ST	TUPELO	MS	38804-4027	N	6628443497
RED DIAMOND RESTAURANTS, LLC	1501567	2439 WEST MAIN STREET	TUPELO	MS	38801-3147	N	6628411528
RED DIAMOND RESTAURANTS, LLC	1501568	5016 RAYMOND ST	TUPELO	MS	38801-8671	N	6625661414
C & C FOOD SYSTEMS, INC.	1502996	903 AZALEA DR	WAYNESBORO	MS	39367-2501	N	6017359962
RED DIAMOND RESTAURANTS, LLC	1501582	6757 HWY 45 SOUTH	WEST POINT	MS	39773-2707	N	6624940440
BIGHORN RESTAURANTS ARC BURGER, LLC	1503883	2404 CENTRAL AVE	BILLINGS	MT	59102-4640	N	4066525926
BIGHORN RESTAURANTS ARC BURGER, LLC	1503934	608 N 27TH ST	BILLINGS	MT	59101-1111	N	4062593344
BIGHORN RESTAURANTS, LLC	1506319	548 MAIN ST	BILLINGS	MT	59105		4066011040
BIGHORN RESTAURANTS ARC BURGER, LLC	1503401	2625 10TH AVE S	GREAT FALLS	MT	59405-3238	N	4067611044
BIGHORN RESTAURANTS, FRANCIECO., LLC.P.	1506300	1270 N HIGHWAY 47	HARDIN	MT	59034	N	4066654138

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BIGHORN RESTAURANTS ARC BURGER, LLC	15039 40	320 EUCLID AVE	HELENA	MT	59601-2852	N	4064429650
BIGHORN RESTAURANTS, LLC	15056 80	1919 E CUSTER AVE	HELENA	MT	59602-1220		40644246 54
FRANCIECO., L.P.	15064 09	8077 HWY 10 WEST	MISSOULA	MT	59808	N	406-721-8386
BAY FOODS, INC.	15031 53	2241 1664 NC PINEHURST ST HWY 5	ABERDEEN	NC	28315-5697	N	91029509 71 252937 2000
BAY FOODS, INC.	15039 09	1304 SANDHILLS BLVD N	ABERDEEN	NC	28315-2212	N	9109441834
BODDIE-NOELL ENTERPRISES, INC.	15060 99	104 NC 561 EAST	AHOSKIE	NC	27910	N	2528620086
MORNING STAR, LLC +	15055 83	705 LEONARD AVE	ALBEMARLE	NC	28001-5257	N	7049860535
MOUNTAIN STAR LLC	15053 52	2765 STEWART RD	ANDREWS	NC	28901-8118	N	8283219566
BODDIE-NOELL ENTERPRISES, INC.	15063 42	253 N RALEIGH STREET	ANGIER	NC	27501	N	9193314185
BODDIE-NOELL ENTERPRISES, INC.	15066 13	10455 US HIGHWAY 64	APEX	NC	27502	N	(919) 362-3995
MORNING STAR, LLC +	15005 03	1411 W 3RD ST	AYDEN	NC	28513-1537	N	2527462430
BODDIE-NOELL ENTERPRISES, INC.	15019 66	6474 DEANS ST	BAILEY	NC	27807-8610	N	2522352977
BODDIE-NOELL ENTERPRISES, INC.	15007 63	7047 NC HIGHWAY 4	BATTLEBORO	NC	27809-9517	N	2524427444
WADE-CARY ENTERPRISES, INC.	15043 42	870 HWY 264 EAST	BELHAVEN	NC	27810-9771	N	2529436878
BODDIE-NOELL ENTERPRISES, INC.	15040 34	611 NORTH MAIN STREET	BELMONT	NC	28012-3137	N	7048253272
BODDIE-NOELL ENTERPRISES, INC.	15064 63	11959 NC 210	BENSON	NC	27504	N	9499890129
WADE-CARY ENTERPRISES, INC.	15032 79	120 WEST MAIN STREET	BEULAVILLE	NC	28518-8802	N	9102985494

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MOUNTAIN STAR LLC	15027 71	344 E KING ST	BOONE	NC	28607-4048	N	8282623201
BODDIE-NOELL ENTERPRISES, INC.	15056 37	124 N C ST	BRIDGETON	NC	28519	N	2526332810
BODDIE-NOELL ENTERPRISES, INC.	15019 94	420 Main St.	BUNN	NC	27508	N	919-729-0538
BODDIE-NOELL ENTERPRISES, INC.	15056 10	500 US HIGHWAY 117	BURGAW	NC	28425-5002	N	9102595255
BODDIE-NOELL ENTERPRISES, INC.	15030 99	2349 MAPLE AVENUE	BURLINGTON	NC	27215-7113	N	9102260432
BODDIE-NOELL ENTERPRISES, INC.	15032 64	2124 WEST WEBB AVENUE	BURLINGTON	NC	27217-1066	N	3365842727
BODDIE-NOELL ENTERPRISES, INC.	15036 70	2756 ALAMANCE ROAD	BURLINGTON	NC	27215-5458	N	3362296151
MOUNTAIN STAR LLC	15040 01	318 W US HIGHWAY 19E BYP	BURNSVILLE	NC	28714-6326	N	8286822612
BODDIE-NOELL ENTERPRISES, INC.	15062 43	100 TOWNE CENTER DRIVE	CAMDEN	NC	27921	N	2523312538
BODDIE-NOELL ENTERPRISES, INC.	15066 00	4480 BUFFALO LAKE RD	CAMERON	NC	28326	N	FBD 9105561277
BAY FOODS, INC.	15029 20	254 LAKE PARK BLVD	CAROLINA BCH	NC	28428-4815		9104588400
BODDIE-NOELL ENTERPRISES, INC.	15007 18	1018 MONROE ST	CARTHAGE	NC	28327-7387	N	9109473770
BAY FOODS, INC.	15039 75	5601 CASTLE HAYNE RD	CASTLE HAYNE	NC	28429-5219	N	9106752522
BODDIE-NOELL ENTERPRISES, INC.	15035 33	6116 FARRINGTON ROAD	CHAPEL HILL	NC	27517-9432	N	9194902964
MORNING STAR, LLC+	15016 19	5024 SUNSET ROAD	CHARLOTTE	NC	28269-2749		7045978705
MORNING STAR, LLC+	15016 23	4201 EAST W.T.HARRIS BLVD	CHARLOTTE	NC	28215-1987	N	7045356128
MORNING STAR, LLC+	15010 02	509 HWY 29 NORTH	CHINA GROVE	NC	28023-2613	N	7048552190

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BODDIE-NOELL ENTERPRISES, INC.	15030 49	US HWY 17 & FIRST STREET	CHOCOWINITY	NC	27817-0055	<input type="checkbox"/>	25294669 56
BODDIE-NOELL ENTERPRISES, INC.	15033 51	3099 WEST MAIN STREET	CLAREMONT	NC	28610-9603	<input type="checkbox"/>	82845914 46
BODDIE-NOELL ENTERPRISES, INC.	15055 06	12872 US 70 HWY W	CLAYTON	NC	27520-2167	<input type="checkbox"/>	91955047 72
BODDIE-NOELL ENTERPRISES, INC.	15065 66	36 SPRINGBROOK AVE	CLAYTON	NC	27520	<input type="checkbox"/>	(919) 585-6441
WADE-CARY ENTERPRISES, INC.	15057 72	1514 SUNSET AVE	CLINTON	NC	28328-3828	<input type="checkbox"/>	91029902 16
BODDIE-NOELL ENTERPRISES, INC.	15031 37	459 NORTH MCKINLEY	COATS	NC	27521-9397	<input type="checkbox"/>	91089732 86
BODDIE-NOELL ENTERPRISES, INC.	15030 46	547 NORTH CHURCH STREET	CONCORD	NC	28025-4479	<input type="checkbox"/>	70478628 15
BODDIE-NOELL ENTERPRISES, INC.	15038 78	609 CONOVER BOULEVARD W	CONOVER	NC	28613-2921	<input type="checkbox"/>	82846490 42
BODDIE-NOELL ENTERPRISES, INC.	15004 81	2568 W LYON STATION RD	CREEDMOOR	NC	27522-7308	<input type="checkbox"/>	91957568 38
BODDIE-NOELL ENTERPRISES, INC.	15033 67	6090 N HIGHWAY 16	DENVER	NC	28037-7009	<input type="checkbox"/>	70448333 90
CIRCLE K STORES, INC.	15042 66	873 LONG BRANCH RD	DUNN	NC	28334-6374	<input type="checkbox"/>	91089261 63
BODDIE-NOELL ENTERPRISES, INC.	15032 70	4607 S ALSTON AVE	DURHAM	NC	27713-4418	<input type="checkbox"/>	91954453 62
BODDIE-NOELL ENTERPRISES, INC.	15038 54	3912 NORTH DUKE STREET	DURHAM	NC	27704-1730	<input type="checkbox"/>	91947788 30
BODDIE-NOELL ENTERPRISES, INC.	15038 73	2721 CHAPEL HILL RD	DURHAM	NC	27707-1902	<input type="checkbox"/>	91948969 58
BODDIE-NOELL ENTERPRISES, INC.	15031 52	262 W KINGS HWY	EDEN	NC	27288-5010	<input type="checkbox"/>	33662712 68
BODDIE-NOELL ENTERPRISES, INC.	15010 73	1001 US HWY 17 S	ELIZABETH CITY	NC	27909-7628	<input type="checkbox"/>	25233117 02
BAY FOODS, INC.	15063 40	213 S. POPLAR STREET	ELIZABETH TOW N	NC	28337	<input type="checkbox"/>	91086235 48

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BODDIE-NOELL ENTERPRISES, INC.	15030 03	105 SOUTH MCDANIEL STREET	ENFIELD	N C	27823-1426	<input type="checkbox"/>	25244557 73
WADE-CARY ENTERPRISES, INC.	15062 22	600 E JACKSON BLVD	ERWIN	N C	28339	<input type="checkbox"/>	91089140 36
BODDIE-NOELL ENTERPRISES, INC.	15026 28	3803 MORGANTON ROAD	FAYETTEVILLE	N C	28314-1501	<input type="checkbox"/>	91086832 71
BODDIE-NOELL ENTERPRISES, INC.	15027 37	3405 MURCHISON ROAD	FAYETTEVILLE	N C	28311-2807	<input type="checkbox"/>	91048803 60
BODDIE-NOELL ENTERPRISES, INC.	15027 44	2497 HOPE MILLS ROAD	FAYETTEVILLE	N C	28304-4231	<input type="checkbox"/>	91042435 55
BODDIE-NOELL ENTERPRISES, INC.	15034 62	6397 RAMSEY ST	FAYETTEVILLE	N C	28311-9420	<input type="checkbox"/>	91063030 15
BODDIE-NOELL ENTERPRISES, INC.	15036 60	360 N EASTERN BLVD	FAYETTEVILLE	N C	28301-5108	<input type="checkbox"/>	91048330 86
MOUNTAIN SMOKY STAR, LLC	15037 51	710 E MAIN ST	FRANKLIN	N C	28734-2674	<input type="checkbox"/>	82836981 80
BRYANNA ENTERPRISES, LLC	15057 45	3257 U.S. HIGHWAY 1	FRANKLINTON	N C	27525	<input type="checkbox"/>	91949412 30
BODDIE-NOELL ENTERPRISES, INC.	15061 39	1560 NORTH BROAD STREET	FUQUAY VARINA	N C	27526	<input type="checkbox"/>	91955297 72
BODDIE-NOELL ENTERPRISES, INC.	15002 38	100 VANDORA SPRINGS RD	GARNER	N C	27529-3044	<input type="checkbox"/>	91977272 09
BODDIE-NOELL ENTERPRISES, INC.	15066 55	2898 CORNWALLIS RD	GARNER	N C	27529	<input type="checkbox"/>	919-879- 8728
BODDIE-NOELL ENTERPRISES, INC.	15030 98	100 LAWRENCEVILLE ROAD	GASTON	N C	27832-9772	<input type="checkbox"/>	25253514 00
BODDIE-NOELL ENTERPRISES, INC.	15025 52	1901 SOUTH YORK ROAD	GASTONIA	N C	28052-6368	<input type="checkbox"/>	70486739 21
MORNING STAR, LLC+	15057 06	2135 N CHESTER ST	GASTONIA	N C	28052-1838	<input type="checkbox"/>	70485241 42
BODDIE-NOELL ENTERPRISES, INC.	15005 70	1109 11TH ST	GOLDSBORO	N C	27534-1619	<input type="checkbox"/>	91973583 74
BODDIE-NOELL ENTERPRISES, INC.	15010 58	220 E ASH ST	GOLDSBORO	N C	27530-3731	<input type="checkbox"/>	91973449 48

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BODDIE-NOELL ENTERPRISES, INC.	15030 10	6501 CARATOKE HIGHWAY 158	GRANDY	NC	27939-9621	N	25245339 93
MORNING STAR, LLC+	15008 95	27 PINWOOD RD	GRANITE FALLS	NC	28630-1207	N	82839684 55
BODDIE-NOELL ENTERPRISES, INC.	15030 25	3741 CHARLES BOULEVARD	GREENVILLE	NC	27858-8078	N	25275668 75
MORNING STAR, LLC+	15010 69	1300 N MEMORIAL DR	GREENVILLE	NC	27834-1275		25275277 24
MORNING STAR, LLC+	15016 11	701 WEST HAMLET AVE	HAMLET	NC	28345-2505	N	91058224 21
BODDIE-NOELL ENTERPRISES, INC.	15030 59	14535 US HWY 17 SOUTH	HAMPSTEAD	NC	28443-3511	N	91027094 26
MORNING STAR, LLC+	15016 31	4280 HWY 49 N	HARRISBURG	NC	28075-7526	N	70445530 30
BODDIE-NOELL ENTERPRISES, INC.	15004 65	120 DABNEY DR	HENDERSON	NC	27536-4908	N	25243837 54
CR VENTURES 08, LLC	15057 08	200 OCEAN HIGHWAY S.	HERTFORD	NC	27944	N	25242665 33
MORNING STAR, LLC+	15016 29	3020 NC HWY 127 S	HICKORY	NC	28602-5404		82829431 12
MORNING STAR, LLC+	15060 41	1110 LENOIR RHYNE BLVD	HICKORY	NC	28602-5129	N	82830400 11
MORNING STAR, LLC+	15016 27	324 S CENTER ST	HILDEBRAN	NC	28637-8302	N	82839766 77
BODDIE-NOELL ENTERPRISES, INC.	15027 61	380 SOUTH CHURTON STREET	HILLSBOROUGH	NC	27278-2509	N	91973235 92
BODDIE-NOELL ENTERPRISES, INC.	15064 41	4260 LEGION ROAD	HOPE MILLS	NC	28348	N	90182600 27
MORNING STAR, LLC+	15016 38	14101 STATESVILLE RD	HUNTERSVILLE	NC	28078-9070	N	70487502 90
BODDIE-NOELL ENTERPRISES, INC.	15035 55	1106 WESTERN BLVD	JACKSONVILLE	NC	28546-6651	N	91034694 48
BODDIE-NOELL ENTERPRISES, INC.	15038 27	3001 RICHLANDS HIGHWAY	JACKSONVILLE	NC	28540-2944	N	91093825 97

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MOUNTAIN STAR LLC	15027 72	799 E MAIN ST	JEFFERSON	NC	28640-9280	<input type="checkbox"/>	33684655 04
BODDIE-NOELL ENTERPRISES, INC.	15029 74	140 DALE EARNHARDT BLVD	KANNAPOLIS	NC	28081-0300	<input type="checkbox"/>	70493898 96
WADE-CARY ENTERPRISES, INC.	15033 40	HWY 50 LIMESTONE RD	KENANSVILLE	NC	28349	<input type="checkbox"/>	91029600 15
MORNING STAR, LLC+	15002 79	509 E KING ST	KINGS MOUNTAIN	NC	28086-3422	<input type="checkbox"/>	70473985 71
BODDIE-NOELL ENTERPRISES, INC.	15026 63	1344 HIGHWAY 258 S	KINSTON	NC	28504-5388	<input type="checkbox"/>	25252779 25
BODDIE-NOELL ENTERPRISES, INC.	15029 63	4171 W VERNON AVENUE	KINSTON	NC	28504-9655	<input type="checkbox"/>	25252333 23
BAY FOODS, INC.	15035 36	101 VILLAGE RD NE	LELAND	NC	28451-7413	<input type="checkbox"/>	91037109 02
MORNING STAR, LLC+	15003 49	670 MORGANTON BLVD	LENOIR	NC	28645-5823	<input type="checkbox"/>	82875897 00
BODDIE-NOELL ENTERPRISES, INC.	15027 86	521 SALEM STREET	LEXINGTON	NC	27292-1691	<input type="checkbox"/>	33624310 91
BODDIE-NOELL ENTERPRISES, INC.	15003 47	1102 S MAIN ST	LILLINGTON	NC	27546-5647	<input type="checkbox"/>	91089321 87
BODDIE-NOELL ENTERPRISES, INC.	15025 42	1102 EAST MAIN ST	LINCOLNTON	NC	28092-3838	<input type="checkbox"/>	70473534 36
BODDIE-NOELL ENTERPRISES, INC.	15032 65	221 E MAIN ST	LITTLETON	NC	27850-7988	<input type="checkbox"/>	25258649 77
BODDIE-NOELL ENTERPRISES, INC.	15061 27	110 S BRICKETT BLVD	LOUISBURG	NC	27549	<input type="checkbox"/>	91934099 97
BODDIE-NOELL ENTERPRISES, INC.	15033 48	716 MCADENVILLE RD	LOWELL	NC	28098-1622	<input type="checkbox"/>	70482407 58
BODDIE-NOELL ENTERPRISES, INC.	15026 40	2475 N ROBERTS AVENUE	LUMBERTON	NC	28358-2844	<input type="checkbox"/>	91073863 79
BODDIE-NOELL ENTERPRISES, INC.	15035 63	3007 W 5TH ST	LUMBERTON	NC	28358-6913	<input type="checkbox"/>	91073810 80
BODDIE-NOELL ENTERPRISES, INC.	15036 57	101 JACKSON COURT	LUMBERTON	NC	28358-1102	<input type="checkbox"/>	91073814 77

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BODDIE-NOELL ENTERPRISES, INC.	15035 17	604 BURTON STREET	MADISON	NC	27025-1522	N	33642743 25
MORNING STAR, LLC+	15063 14	5860 STARTOWN ROAD	MAIDEN	NC	28650	N	82846989 08
MOUNTAIN STAR LLC	15026 75	3240 HIGHWAY 226 S	MARION	NC	28752-8740	N	82865273 58
MORNING STAR, LLC+	15042 67	701 MAIN ST	MAYSVILLE	NC	28555-9900	N	91074323 33
FRANCIECO., L.P.	15062 02	1217 TROLLINGWOOD HAWFIELDS RD	MEBANE	NC	27302	N	91952387 59
BODDIE-NOELL ENTERPRISES, INC.	15035 76	1350 HIGHWAY 601 SOUTH	MOCKSVILLE	NC	27028-9317	N	33675178 96
BD LYNCH ENTERPRISES, INC.	15031 04	503 W ROOSEVELT BLVD	MONROE	NC	28110-3539	N	70428380 18
MORNING STAR, LLC+	15016 17	863 N GREEN ST	MORGANTON	NC	28655-5611	N	82843310 35
MORNING STAR, LLC+	15016 35	1205 BURKEMONT AVE	MORGANTON	NC	28655-4541	N	82843802 25
BODDIE-NOELL ENTERPRISES, INC.	15030 14	2154 ROCKFORD STREET	MOUNT AIRY	NC	27030-5206	N	33678916 01
BODDIE-NOELL ENTERPRISES, INC.	15033 02	1221 WEST PINE STREET	MOUNT AIRY	NC	27030-3444	N	33678959 00
BODDIE-NOELL ENTERPRISES, INC.	15064 85	205 W. NC HIGHWAY 55	MOUNT OLIVE	NC	28365	N	91963524 96
BODDIE-NOELL ENTERPRISES, INC.	15025 53	8440 HIGHWAY 49 N	MOUNT PLEASANT	NC	28124-9652	N	70443626 22
BODDIE-NOELL ENTERPRISES, INC.	15054 85	410 CARATOKE HWY	MOYOCK	NC	27958-8672	N	25243525 85
BODDIE-NOELL ENTERPRISES, INC.	15004 27	361 W WASHINGTON ST	NASHVILLE	NC	27856-1260	N	25245977 77
MOUNTAIN STAR LLC	15054 12	570 PINEOLA ST	NEWLAND	NC	28657	N	82873351 72
FRANCIECO., L.P.	15063 09	1760 SOUTHFORK DRIVE	NEWTON	NC	28658	N	82846667 90

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BODDIE-NOELL ENTERPRISES, INC.	1502688	105 W WEEKSDALE DR	NEWTON GROVE	NC	28366-7763	N	9105940871
BAY FOODS, INC.	1506363	3678 MACO ROAD	NORTHWEST	NC	28451	N	9106550907
BODDIE-NOELL ENTERPRISES, INC.	1503105	1651 SEASIDE ROAD SW	OCEAN ISLE BEACH	NC	28469-5410	N	9105790808
BODDIE-NOELL ENTERPRISES, INC.	1506344	620 LEWIS STREET	OXFORD	NC	27565	N	9196036998
WADE-CARY ENTERPRISES, INC.	1503632	5040 HWY 117 N	PIKEVILLE	NC	27863-0758	N	9192424946
BODDIE-NOELL ENTERPRISES, INC.	1503313	200 WEST MAIN STREET	PILOT MOUNTAIN	NC	27041-9313	N	3363685787
BODDIE-NOELL ENTERPRISES, INC.	1502991	28 EAST ST	PITTSBORO	NC	27312-8635	N	9195422943
BODDIE-NOELL ENTERPRISES, INC.	1503115	101 SMITH STREET	PRINCETON	NC	27569-7258	N	2529362152
BODDIE-NOELL ENTERPRISES, INC.	1502717	112 FAYETTEVILLE ROAD	RAEFORD	NC	28376	N	9108753043
BODDIE-NOELL ENTERPRISES, INC.	1500854	2304 GORMAN ST	RALEIGH	NC	27606-3849	N	9192338287
BODDIE-NOELL ENTERPRISES, INC.	1500855	5601 CREEDMOOR RD	RALEIGH	NC	27612-6316	N	9197814332
BODDIE-NOELL ENTERPRISES, INC.	1500856	5639 HILLSBOROUGH ST	RALEIGH	NC	27606-1534	N	9198590607
BODDIE-NOELL ENTERPRISES, INC.	1503160	8000 FAYETTEVILLE ROAD	RALEIGH	NC	27603-5634	N	9197729503
BODDIE-NOELL ENTERPRISES, INC.	1502654	610 E 4TH AVE	RED SPRINGS	NC	28377-1667	N	9108433745
BODDIE-NOELL ENTERPRISES, INC.	1503291	1702 FREEWAY DRIVE	REIDSVILLE	NC	27320-7109	N	3363422838
WADE-CARY ENTERPRISES, INC.	1503361	8901 RICHLANDS HIGHWAY 24	RICHLANDS	NC	28574-7391	N	9103241221
BODDIE-NOELL ENTERPRISES, INC.	1502969	1711 JULIAN R ALLSBROOK HWY	ROANOKE RAPIDS	NC	27870-5117	N	2525377865

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BODDIE-NOELL ENTERPRISES, INC.	15038 81	120 EAST 10TH ST	ROANOKE RAPIDS	NC	27870-3819	<input type="checkbox"/>	2525373619
WEST HILL RANCH GROUP LLC	15055 46	481 US HIGHWAY 1 S	ROCKINGHAM	NC	28379-8983	<input type="checkbox"/>	9108955785
MORNING STAR, LLC+	15007 32	507 W MAIN ST	ROCKWELL	NC	28138-9504	<input type="checkbox"/>	7042795692
BODDIE-NOELL ENTERPRISES, INC.	15002 30	1200 E RALEIGH BLVD	ROCKY MOUNT	NC	27801-3650	<input type="checkbox"/>	2524461810
BODDIE-NOELL ENTERPRISES, INC.	15002 35	886 W RALEIGH BLVD	ROCKY MOUNT	NC	27803	<input type="checkbox"/>	2524422931
BODDIE-NOELL ENTERPRISES, INC.	15002 49	600 N WESLEYAN BLVD	ROCKY MOUNT	NC	27804-1798	<input type="checkbox"/>	2524434016
BODDIE-NOELL ENTERPRISES, INC.	15004 41	3525 SUNSET AVE	ROCKY MOUNT	NC	27804-3409	<input type="checkbox"/>	2524435050
BODDIE-NOELL ENTERPRISES, INC.	15010 32	1831 N WESLEYAN BLVD	ROCKY MOUNT	NC	27804-6632	<input type="checkbox"/>	2529852432
BODDIE-NOELL ENTERPRISES, INC.	15063 45	4891 SUNSET AVENUE	ROCKY MOUNT	NC	27804	<input type="checkbox"/>	2524435511
BAY FOODS, INC.	15055 15	8081 US HIGHWAY 117 S	ROCKY POINT	NC	28457-8413	<input type="checkbox"/>	9106758224
BODDIE-NOELL ENTERPRISES, INC.	15030 26	403 SOUTH MAIN STREET	ROLESVILLE	NC	27571-9664	<input type="checkbox"/>	9195542720
WADE-CARY ENTERPRISES, INC.	15036 02	205 HWY 24	ROSEBORO	NC	28382	<input type="checkbox"/>	9105254573
BODDIE-NOELL ENTERPRISES, INC.	15033 03	303 N MADISON BOULEVARD	ROXBORO	NC	27573-5354	<input type="checkbox"/>	3365992942
MORNING STAR, LLC+	15002 66	726 E INNES ST	SALISBURY	NC	28144-5144	<input type="checkbox"/>	7046330721
BODDIE-NOELL ENTERPRISES, INC.	15032 77	3002 S HORNER BLVD	SANFORD	NC	27332-9644	<input type="checkbox"/>	9197757553
BODDIE-NOELL ENTERPRISES, INC.	15062 77	5184 NC 87 N	SANFORD	NC	27332	<input type="checkbox"/>	9194990335
BRYANNA ENTERPRISES, LLC	15043 62	2255 JEFFERSON DAVIS HWY	SANFORD	NC	27330-8973	<input type="checkbox"/>	9197741942

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WADE-CARY ENTERPRISES, INC.	15043 43	608 SOUTH MAIN STREET	SCOTLAND NECK	NC	27874-1148	<u>N</u>	25282627 70
WEST HILL RANCH GROUP LLC	15031 86	434 LITTLE RIVER RD	SEAGROVE	NC	27341-9041	<u>N</u>	33687390 68
BODDIE-NOELL ENTERPRISES, INC.	15063 98	437 US HWY 70	SELMA	NC	27576	<u>N</u>	91920298 29
BAY FOODS, INC.	15065 65	4414 MAIN STREET	SHALLOTTE	NC	28470	<u>N</u>	91075420 31
BODDIE-NOELL ENTERPRISES, INC.	15027 74	3651 N. HATHAWAY BLVD	SHARPSBURG	NC	27878	<u>N</u>	25297797 19
MORNING STAR, LLC+	15016 10	324 E GROVER ST	SHELBY	NC	28150-3967	<u>N</u>	70448715 07
MORNING STAR, LLC+	15065 52	7946 VILLAGE CENTER NORTH	SHERRILLS FORD	NC	28673	<u>N</u>	(828) 478-1560
BODDIE-NOELL ENTERPRISES, INC.	15055 33	1262 N BRIGHTLEAF BLVD	SMITHFIELD	NC	27577-4246	<u>N</u>	91993455 80
BODDIE-NOELL ENTERPRISES, INC.	15030 58	968 NC HWY 210	SNEADS FERRY	NC	28460-9135	<u>N</u>	91032725 35
MOUNTAIN STAR LLC	15034 44	417 S MAIN ST	SPARTA	NC	28675-9606	<u>N</u>	33637249 03
MOUNTAIN STAR LLC	15038 37	6187 HWY 19E N	SPRUCE PINE	NC	28777-8945		82876548 93
MORNING STAR, LLC+	15016 36	441 HIGHWAY 27 S	STANLEY	NC	28164-2044	<u>N</u>	70426312 21
MORNING STAR, LLC+	15003 84	255 N CENTER ST	STATESVILLE	NC	28677-5235	<u>N</u>	70487358 53
MORNING STAR, LLC+	15062 78	1205 E GARNER BAGNAL BLVD	STATESVILLE	NC	28677	<u>N</u>	70487261 54
BODDIE-NOELL ENTERPRISES, INC.	15055 41	5189 CLINTON RD	STEDMAN	NC	28391-9516	<u>N</u>	91048410 03
BAY FOODS, INC.	15026 97	5 OCEAN HWY E	SUPPLY	NC	28462-3357	<u>N</u>	91075433 11
<u>BODDIE-NOELL ENTERPRISES, INC.</u>		<u>2791 OCEAN VIEW AVE S.W.</u>	<u>SUPPLY</u>	<u>NC</u>	<u>28462</u>	<u>N</u>	<u>91084207</u> <u>23</u>

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BODDIE-NOELL ENTERPRISES, INC.	15036 18	418 ROLAND AVENUE	SURF CITY	NC	28445-6685	N	9103285292
MORNING STAR, LLC+	15008 58	677 W CORBETT AVE	SWANSBORO	NC	28584-8451	N	9103261317
MORNING STAR, LLC+	15018 88	101B WB MCLEAN BLVD	SWANSBORO	NC	28584-8514	N	2529322113
SMOKY STAR, LLC	15063 89	475 E. MAIN ST	SYLVA	NC	28779-3225	N	8285860400
BRYANNA ENTERPRISES, LLC	15061 77	700 WESTERN BLVD	TARBORO	NC	27886	N	2526411701
BODDIE-NOELL ENTERPRISES, INC.	15029 15	1025 RANDOLPH STREET	THOMASVILLE	NC	27360-5876	N	3364759416
BAY FOODS, INC.	15027 10	807 N NORWOOD ST	WALLACE	NC	28466-1341	N	9102856136
BODDIE-NOELL ENTERPRISES, INC.	15004 06	417 W RIDGEWAY ST	WARRENTON	NC	27589-1713	N	2522571111
BAY FOODS, INC.	15058 43	2427 W 5TH ST	WASHINGTON	NC	27889	N	2529460635
BODDIE-NOELL ENTERPRISES, INC.	15030 35	1290 JOHN SMALL AVE	WASHINGTON	NC	27889-3800	N	2529461209
SMOKY STAR, LLC	15064 57	65 WEAVER BLVD	WEAVERVILLE	NC	28787	N	8284849814
BODDIE-NOELL ENTERPRISES, INC.	15065 29	2888 WENDELL BOULEVARD	WENDELL	NC	27591	N	(919) 366-6979
MOUNTAIN STAR LLC	15034 04	1901 ADDISON AVE	WILKESBORO	NC	28697-2262	N	3366674344
MORNING STAR, LLC+	15062 70	1585 WASHINGTON ST	WILLIAMSTON	NC	27892	N	2527891500
BAY FOODS, INC.	15027 52	2518 CAROLINA BEACH RD	WILMINGTON	NC	28401-7610	N	9107623904
BAY FOODS, INC.	15029 58	1420 FLORAL PKWY	WILMINGTON	NC	28403-6710	N	9107915457
BAY FOODS, INC.	15031 19	1970 S 17TH ST	WILMINGTON	NC	28401-6627	N	9107633446

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BAY FOODS, INC.	15035 51	1900 CASTLE HAYNE RD	WILMINGTON	NC	28401-2766	<u>N</u>	91076276 47
BODDIE-NOELL ENTERPRISES, INC.	15019 83	2313 FOREST HILLS RD	WILSON	NC	27893-3480	<u>N</u>	25229378 09
BODDIE-NOELL ENTERPRISES, INC.	15064 13	2837 US HIGHWAY 301 SOUTH	WILSON	NC	27893	<u>N</u>	25223429 54
BODDIE-NOELL ENTERPRISES, INC.	15033 01	2089 NC HIGHWAY 86 N	YANCEYVILLE	NC	27379-8655	<u>N</u>	33669452 18
BODDIE-NOELL ENTERPRISES, INC.	15040 00	607 W GANNON ST	ZEBULON	NC	27597-2511	<u>N</u>	91926978 10
NORTHLAND RESTAURANT GROUP, LLC+	15032 21	1301 CAPITAL AVE	BISMARCK	ND	58501-2060	<u>N</u>	70125810 23
NORTHLAND RESTAURANT GROUP, LLC+	15025 76	515 HIGHWAY 2 E	DEVILS LAKE	ND	58301-3929	<u>N</u>	70166244 30
NORTHLAND RESTAURANT GROUP, LLC+	15038 79	233 W VILLARD ST	DICKINSON	ND	58601-5123	<u>N</u>	70122706 63
STARCORP HD SUPERIOR STAR, LLC+	15030 93	3819 MAIN AVE	FARGO	ND	58103-1141	<u>N</u>	70128116 17
STARCORP HD SUPERIOR STAR, LLC+	15058 02	3072 45TH ST	FARGO	ND	58104	<u>N</u>	70135617 18
NORTHLAND RESTAURANT GROUP, LLC+	15062 42	1213 47TH STREET	GRAND FORKS	ND	58201	<u>N</u>	70177585 05
NORTHLAND RESTAURANT GROUP, LLC+	15035 48	901 1ST AVE S	JAMESTOWN	ND	58401-5551		70125231 76
NORTHLAND RESTAURANT GROUP, LLC+	15026 39	500 E MAIN ST	MANDAN	ND	58554-3534		70166340 40
NORTHLAND RESTAURANT GROUP, LLC+	15036 64	2205 N BROADWAY	MINOT	ND	58703-1010	<u>N</u>	70183844 08
NORTHLAND RESTAURANT GROUP, LLC+	15040 16	2000 S BROADWAY	MINOT	ND	58701-6502	<u>N</u>	70185269 60
NORTHLAND RESTAURANT GROUP, LLC+	15060 95	104 9TH AVE SE	WATFORD CITY	ND	58854	<u>N</u>	70180507 50
STARCORP HD SUPERIOR STAR, LLC+	15062 03	1450 13TH AVE	WEST FARGO	ND	58078	<u>N</u>	70147841 96

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NORTHLAND RESTAURANT GROUP, LLC +	15025 90	1020 2ND AVE W	WILLISTON	ND	58801-5228	<u>N</u>	7017748118
WESTAR FOODS, INC. +	15060 59	811 N 205 ST	ELKHORN	NE	68022	<u>N</u>	4025508074
WESTAR FOODS, INC. +	15062 05	3350 ELK LN	FREMONT	NE	68025	<u>N</u>	4027211614
WESTAR FOODS, INC. +	15063 39	2220 N WEBB RD	GRAND ISLAND	NE	68803		3033842335
FRANCIECO., L.P.	15065 48	1300 W MONROE AVENUE	NORFOLK	NE	68701	<u>N</u>	FBD <u>4023791393</u>
WESTAR FOODS, INC. +	15064 50	102 HOLIDAY FRONTAGE ROAD	NORTH PLATTE	NE	69101	<u>N</u>	3082216644
WESTAR FOODS, INC. +	15007 89	9407 S 145TH ST	OMAHA	NE	68138-3626	<u>N</u>	4028962068
WESTAR FOODS, INC. +	15010 59	3225 L ST	OMAHA	NE	68107-1448	<u>N</u>	4027316434
WESTAR FOODS, INC. +	15057 24	12424 L ST	OMAHA	NE	68137-2265	<u>N</u>	4023300810
STARCORP HD <u>SUPERIOR STAR</u> , LLC +	15037 28	2405 DAKOTA AVE	SOUTH SIOUX CITY	NE	68776-3037	<u>N</u>	4024941416
FRANCIECO., L.P.	15061 69	188 NORTH 30 RD	SYRACUSE	NE	68446	<u>N</u>	4022692258
FRANCIECO., L.P.	15065 91	6201 Shortman Road	Ripley	NY	14755	<u>N</u>	FBD <u>7167362033</u>
MIDWEST FIRST STAR INC. +	15042 89	2695 GILCHRIST RD	AKRON	OH	44305-4411	<u>N</u>	3307984080
MIDWEST FIRST STAR INC. +	15065 36	1395 S ARLINGTON ST	AKRON	OH	46305	<u>N</u>	2345712066
MIDWEST FIRST STAR INC. +	15007 52	4010 COLONEL GLENN HWY	BEAVER CREEK	OH	45431-1602	<u>N</u>	9374262232
FRANCIECO., L.P.	15065 95	2001 State Route 540	BELLEFONTAINE	OH	43311	<u>N</u>	937-565-6068
RIVER VALLEY RESTAURANTS, LLC *	15037 35	1801 WASHINGTON STREET	BELPRE	OH	45714-2027	<u>Y</u>	7404234050

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FRANCIECO., L.P.	15060 83	2008 STATE ROUTE 850	BIDWELL	OH	45614	N	74024550 37
GIANT HOSPITALITY, LLC	15065 50	801 ARLINGTON ROAD	BROOKVILLE	OH	45309	N	(813) 740-0422
STARCORP HD SUPERIOR STAR, LLC +	15029 92	536 S SANDUSKY STREET	BUCYRUS	OH	44820- 2623	N	41956299 80
FRANCIECO., L.P.	15055 29	10145 AVON LAKE RD	BURBANK	OH	44214- 9618	N	33062409 19
MIDWEST FIRST STAR INC. +	15001 05	300 W MAIN ST	CIRCLEVILLE	OH	43113- 9091	N	74047468 58
FRESGO, LLC MIDWEST FIRST STAR LLC INC.	15020 13	3417 N. HIGH 1559 US HWY 20	COLUMBUS CLY DE	OH	43214 43410	N	04197653 065
STARCORP HD SUPERIOR STAR, LLC +	15063 94	3444 SOUTH HIGH STREET	COLUMBUS	OH	43207	N	61429545 66
STARCORP HD SUPERIOR STAR, LLC *+	15037 72	325 S 2ND ST	COSHOCTON	OH	43812- 1904	Y	74062211 10
FRANCIECO., L.P.	15058 89	2217 S EDWIN C MOSES BLVD	DAYTON	OH	45417	N	93722252 02
MIDWEST FIRST STAR INC. +	15019 84	2500 NEEDMORE RD	DAYTON	OH	45414- 4204	N	93727836 61
FRANCIECO., L.P.	15065 37	9901 SCHUSTER WAY	ETNA	OH	43018	N	FBD 7409 637134
AVI FOOD SYSTEMS, INC.	15007 17	6410 COUNTY RD 165	GENOA	OH	43430- 9312	N	419-742- 3149
<u>AVI FOOD SYSTEMS, INC.</u>		<u>6164 COUNTY RD 165</u>	<u>GENOA</u>	<u>OH</u>	<u>43430- 9310</u>	Y	<u>41985534 78</u>
MIDWEST FIRST STAR INC. +	15065 28	699 WAGNER AVE	GREENVILLE	OH	45331	N	09377414 852
MIDWEST FIRST STAR INC. +	15061 71	7508 BRANDT PIKE	HUBER HEIGHTS	OH	45424	N	93723610 24
MIDWEST FIRST STAR INC. +	15042 86	65 S CHESTNUT ST	JEFFERSON	OH	44047- 1310	N	44057624 00
FRANCIECO., L.P.	15055 98	13023 US HIGHWAY 35 NW	JEFFERSONVILL E	OH	43128- 9508	N	74094824 41

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FRANCIECO., L.P.	15066 12	HWY 33 & LANCASTER-CIRCLEVILLE RD	LANCASTER	OH	43130	N	7402774 740
MIDWEST FIRST STAR INC. +	15008 36	8209 SPRINGBORO PIKE	MIAMISBURG	OH	45342-3704	N	93743614 79
STARCORP HD SUPERIOR STAR, LLC +	15063 93	500 SOUTH BREIEL BLVD	MIDDLETOWN	OH	45044	N	51343313 00
MIDWEST FIRST STAR INC. +	15042 91	709 E LINCOLN WAY	MINERVA	OH	44657-1209	N	33086857 00
STARCORP HD SUPERIOR STAR, LLC *+	15038 99	2333 E HIGH ST	NEW PHILADELPHIA	OH	44663-3327	Y	33033919 44
FRANCIECO., L.P.	15065 01	4898 Shuffel St. NW	NORTH CANTON	OH	44720	N	FB 3305 267334
FRANCIECO., L.P.	15064 40	6023 ALUM CREEK DR	OBETZ	OH	43207	N	614-491- 8695
MIDWEST FIRST STAR INC. +	15066 50	1286 EAST ASH ST	PIQUA	OH	45356	N	937-538- 4581
GIANT HOSPITALITY, LLC	15065 39	6134 STATE HWY 14	RAVENNA	OH	44266	N	33083980 39
MIDWEST FIRST STAR INC. +	15042 85	8750 WOOSTER PIKE	SEVILLE	OH	44273-9363	N	33076930 20
FRANCIECO., L.P.	15064 15	2241 FAIR ROAD	SIDNEY	OH	45365	N	93749211 44
STARCORP HD SUPERIOR STAR, LLC *+	15042 88	782 S WOOSTER AVENUE	STRASBURG	OH	44680-9702	Y	33087850 90
FRANCIECO., L.P.	15062 87	1301 N WARPOLE ST	UPPER SANDUSKY	OH	43351	N	41920909 55
MIDWEST FIRST STAR INC. +	15042 98	36900 VINE ST	WILLOUGHBY	OH	44094 6341		44095397 22
DIAMOND MANAGEMENT, LLC	15006 50	2102 E CHEROKEE AVE	SALLISAW	OK	74955-5410	N	91877558 82
JAY RAM INC.	15032 08	16395 LINCOLN HWY	BREEZEWOOD	PA	15533		81473540 71
RESTAURANT MANAGEMENT CORPORATION	15063 04	1804 WEST TRINDLE ROAD	CARLISLE	PA	17013	N	71746240 17

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
RESTAURANT MANAGEMENT CORPORATION	15026 44	625 LINCOLN WAY EAST	CHAMBERSBURG	PA	17201-2706	N	7172643630
RESTAURANT MANAGEMENT CORPORATION	15029 35	820 EAST MAIN STREET	DALLASTOWN	PA	17313-9779	N	7172446110
RESTAURANT MANAGEMENT CORPORATION	15029 26	724 ALLEGHENY ST	DAUPHIN	PA	17018-9497	N	7179218238
RESTAURANT MANAGEMENT CORPORATION	15025 97	30 S ANTRIM WAY	GREENCASTLE	PA	17225-1520	N	7175977460
RESTAURANT MANAGEMENT CORPORATION	15029 48	2203 PAXTON ST	HARRISBURG	PA	17111-1037	N	7172327873
RESTAURANT MANAGEMENT CORPORATION	15029 28	646 MAIN STREET	MCSHERRYSTOWN	PA	17344-1811	N	7176327810
RESTAURANT MANAGEMENT CORPORATION	15029 36	230 NISSLEY ST	MIDDLETOWN	PA	17057	N	7179447717
STEELTOWN RESTAURANTS, INC.	15032 02	1201 NORTH AVE	MILLVALE	PA	15209-2251	N	4128213643
RESTAURANT MANAGEMENT CORPORATION	15029 37	198 W LINCOLN AVENUE	MYERSTOWN	PA	17067-1015	N	7178665522
RESTAURANT MANAGEMENT CORPORATION	15029 49	500 NORTH MAIN STREET	SPRING GROVE	PA	17362-1500	N	7172253496
RESTAURANT MANAGEMENT CORPORATION	15026 46	1527 EAST MAIN STREET	WAYNESBORO	PA	17268-1890	N	7177627252
RIVER VALLEY RESTAURANTS, LLC *	15037 98	124 E ROY FURMAN HWY	WAYNESBURG	PA	15370	Y	7246276742
RESTAURANT MANAGEMENT CORPORATION	15029 27	2020 WEST MARKET STREET	YORK	PA	17404-5509	N	7177929406
RESTAURANT MANAGEMENT CORPORATION	15029 32	1617 NORTH GEORGE STREET	YORK	PA	17404-1805	N	7178486051
SADDLE PEAK LLC \pm	15066 15	100 WEST GREENWOOD ST	ABBEVILLE	SC	29620	N	(310) 658-0428
SADDLE PEAK LLC \pm	15017 66	2648 COLUMBIA HIGHWAY N	AIKEN	SC	29805-9021	N	8036494452
SADDLE PEAK LLC \pm	15037 03	1733 WHISKEY RD	AIKEN	SC	29803-7337	N	8036491139

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BREWER FOODS, INC.	1503738	601 RAILROAD AVENUE	ALLENDALE	SC	29810-4729	N	8035844200
FRANCIECO., L.P.		I-85 EXIT 32	ANDERSON	SC	29669	N	8649478788
BREWER FOODS, INC.	1504005	2999 MAIN HIGHWAY	BAMBERG	SC	29003	N	8032454895
BREWER FOODS, INC.	1503811	10262 DUNBARTON BLVD	BARNWELL	SC	29812-1409	N	8032597233
CAROLINA CONVENIENCE CORPORATION	1506062	143 EAST CHURCH STEET	BATESBURG-LEESVILLE	SC	29070		8033070343
BAY FOODS, INC.	1503972	216 S MAIN ST	BISHOPVILLE	SC	29010-1420	N	8034845605
ATLANTIC STAR FOODS, LLC *	1500934	2563 ASHLEY RIVER RD	CHARLESTON	SC	29414-4606		8435716809
ATLANTIC STAR C FOODS BURGER, LLC *	1500963	2109 SAVANNAH HWY	CHARLESTON	SC	29414-5301	Y	8437638826
CAROLINA FOOD SYSTEMS, INC.	1503081	801 MARKET ST	CHERAW	SC	29520-2659	N	8435373691
MORNING STAR, LLC+	1501664	1791 J A COCHRAN BYP	CHESTER	SC	29706-2698	N	8033771818
SADDLE PEAK LLC+	1501698	4445 JEFFERSON DAVIS HWY	CLEARWATER	SC	29822	N	8035939566
MORNING STAR, LLC+	1501702	206 S MAIN ST	CLOVER	SC	29710-1421	N	8032229092
CAROLINA FOOD SYSTEMS, INC.	1505632	217 S MAIN ST	DARLINGTON	SC	29532-3960	N	8433985049
BREWER FOODS, INC.	1502652	508 E BARUCH ST	DENMARK	SC	29042-1307	N	8037933007
BREWER FOODS, INC.	1503612	301 N 2ND ST	DILLON	SC	29536-2953	N	8437749581
R.L. JORDAN OIL COMPANY OF NC, INC.	1504316	3883 CROSS ANCHOR ROAD	ENOREE	SC	29335-2200	N	8649697085
BREWER FOODS, INC.	1506639	6448 E OLD MARION HWY	FLORENCE	SC	29506	N	843-667-9116

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
CAROLINA FOOD SYSTEMS, INC.	15059 80	1606 S IRBY ST	FLORENCE	SC	29505	N	84341393 10
CAROLINA FOOD SYSTEMS, INC.	15059 81	2302 W LUCAS ST	FLORENCE	SC	29501	N	84329292 82
MORNING STAR, LLC+	15017 01	101 TOM HALL ST	FORT MILL	SC	29715-1849		80354773 81
MORNING STAR, LLC+	15059 52	875 GOLD HILL RD	FORT MILL	SC	29708	N	80354800 71
ATLANTIC STAR FOODS BURGER, LLC	15016 72	1311 CHURCH ST	GEORGETOWN	SC	29440- 3205	N	84354664 13
ATLANTIC STAR FOODS BURGER, LLC	15003 92	201 N GOOSE CREEK BLVD	GOOSE CREEK	SC	29445- 2966	N	84355377 80
ATLANTIC STAR FOODS, LLC	15006 63	1506 REDBANK RD	GOOSE CREEK	SC	29445-4517		84357209 19
SADDLE PEAK LLC+	15050 48	630 BYPASS 25 NE	GREENWOOD	SC	29646- 3028	N	86422339 19
SADDLE PEAK LLC+	15053 32	102 COMMONS DR	GREENWOOD	SC	29649- 1335	N	86422330 05
ATLANTIC STAR FOODS BURGER, LLC	15003 61	1005 ELM ST W	HAMPTON	SC	29924- 2735	N	80394347 81
CAROLINA FOOD SYSTEMS, INC.	15062 40	909 S FIFTH ST	HARTSVILLE	SC	29550	N	84338319 01
BREWER FOODS, INC.	15030 52	301 S MAIN ST	HEMINGWAY	SC	29554- 6657	N	84355870 70
BREWER FOODS, INC.	15035 49	215 W MAIN ST	KINGSTREE	SC	29556- 3337	N	84335477 20
BREWER FOODS, INC.	15036 91	115 S RON MCNAIR BLVD	LAKE CITY	SC	29560- 3201	N	84339422 19
MORNING STAR, LLC+	15055 62	297 LANCASTER BYP E	LANCASTER	SC	29720- 4757	N	80328601 81
CAROLINA CONVENIENCE CORPORATION BREWER FOODS, INC.	15043 45	1910226 S LAKE DR RICHARDSON ST.	LEXINGTON LAT TA	SC	29073- 82822 9565	N	80380809 61843418 1262
CAROLINA CONVENIENCE CORPORATION	15059 07	1105 W MAIN ST	LEXINGTON	SC	29072		80335943 44

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BODDIE-NOELL ENTERPRISES, INC.	15027 81	4206 E MAIN STREET	LORIS	SC	29569-2612	N	84375613 00
BREWER FOODS, INC.	15034 88	102 SUNSET DRIVE	MANNING	SC	29102-2905	N	80343580 07
SADDLE PEAK LLC+	15017 61	101 S MINE ST	MC CORMICK	SC	29835-8308	N	86446536 02
ATLANTIC STARC <u>FOODSBURGER</u> , LLC	15003 65	422 N HIGHWAY 52	MONCKS CORNER	SC	29461-3922	N	84399614 35
BREWER FOODS, INC.	15059 36	2680 E HIGHWAY 76	MULLINS	SC	29574	N	84342305 50
SADDLE PEAK LLC+	15017 63	130 MAIN ST E	NINETY SIX	SC	29666-1004	N	86454324 84
SADDLE PEAK LLC+	15058 96	313 EDGEFIELD RD	NORTH AUGUSTA	SC	29841-2410	N	80327910 04
ATLANTIC STARC <u>FOODSBURGER</u> , LLC	15010 39	5201 ASHLEY PHOSPHATE RD	NORTH CHARLESTON	SC	29418-2823	N	84376727 27
FRANCIECO., L.P.	15066 08	2210 Highway 601N	PAGELAND	SC	29728	N	843-517- 5002
BREWER FOODS, INC.	15038 46	1450 RIBAUT RD	PORT ROYAL	SC	29935-1109	N	84352290 21
BREWER FOODS, INC.	15025 88	6320 SAVANNAH HWY	RAVENEL	SC	29470-5517	N	84388968 97
MORNING STAR, LLC+	15017 16	188 S HERLONG AVE	ROCK HILL	SC	29732-1156	N	80336643 33
MORNING STAR, LLC+	15017 56	2165 MANA COURT	ROCK HILL	SC	29730-6503	N	80332719 50
ATLANTIC STARC <u>FOODSBURGER</u> , LLC*	15006 41	6002 W JIM BILTON BLVD	SAINT GEORGE	SC	29477-7804	Y	84356341 56
CAROLINA FOOD SYSTEMS, INC.	15040 41	401 S HARRY C RAYSOR DR	SAINT MATTHEWS	SC	29135-1481	N	80365555 49
ATLANTIC STARC <u>FOODSBURGER</u> , LLC	15008 17	1402 N MAIN ST <u>10005 DORCHESTER RD</u>	SUMMERVILLE	SC	29483- 73162 <u>9485- 8555</u>	Y	84387161 <u>52843873</u> <u>5740</u>

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ARC BURGER, LLC - JORDAN OIL COMPANY OF NC, INC.	15043 14	2187 <u>1402</u> N MAIN ST	SUMMERVILLE	SC	29483 29483- 7316	<u>N</u>	84387326 26843871 6152
ATLANTIC STAR FOODS, LLC *	15006 49	10005 DORCHESTER RD	SUMMERVILLE	SC	29485-8555		84387357 40
CAROLINA FOOD SYSTEMS, INC.	15035 86	493 N GUIGNARD DR	SUMTER	SC	29150-4062	<u>N</u>	80377574 94
BREWER FOODS, INC.	15061 15	105 N CHURCH ST	SWANSEA	SC	29160	<u>N</u>	80356802 02
BREWER FOODS, INC.	15036 19	315 EAST SMITH STREET	TIMMONSVILLE	SC	29161-1821	<u>N</u>	84334650 63
ATLANTIC STAR ARC FOODS BURGER, LLC	15002 28	503 N JEFFERIES BLVD	WALTERBORO	SC	29488-2930	<u>N</u>	84354926 32
ATLANTIC STAR FOODS, LLC	15062 32	2490 CLEMENTS FERRY RD	WANDO	SC	29492		84337587 17
BREWER FOODS, INC.	15033 38	12733 MAIN ST	WILLISTON	SC	29853-2709	<u>N</u>	80326645 67
FRANCIECO., L.P.	15064 38	409 YEMASSEE HWY	YEMASSEE	SC	29945	<u>N</u>	84358932 50
MORNING STAR, LLC+	15064 28	1125 FILBERT HIGHWAY	YORK	SC	29745	<u>N</u>	80362021 38
NORTHLAND RESTAURANT GROUP, LLC+	15043 17	2504 FIFTH AVE	BELLE FOURCHE	SD	57717-2275	<u>N</u>	60589261 70
FRANCIECO., L.P.	15060 60	679 REAGAN AVE	BOX ELDER	SD	57719	<u>N</u>	60592343 06
NORTHLAND RESTAURANT GROUP, LLC+	15057 76	2324 6TH ST	BROOKINGS	SD	57006-2404		60569728 00
STARCORP HD SUPERIOR STAR, LLC +	15033 71	1201 E HIGHWAY 12	MILBANK	SD	57252-1539	<u>N</u>	60543249 16
NORTHLAND RESTAURANT GROUP, LLC+	15057 01	1025 CABELA DR	MITCHELL	SD	57301-6900		60599635 52
NORTHLAND RESTAURANT GROUP, LLC+	15031 47	305 W SIOUX AVE	PIERRE	SD	57501-2442	<u>N</u>	60522404 20
NORTHLAND RESTAURANT GROUP, LLC+	15032 76	2250 N HAINES AVE	RAPID CITY	SD	57701-7809	<u>N</u>	60534130 56

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
NORTHLAND RESTAURANT GROUP, LLC+	15034 43	604 5TH ST	RAPID CITY	SD	57701-2705	N	60534856 92
NORTHLAND RESTAURANT GROUP, LLC+	15064 31	1204 E. NORTH STREET	RAPID CITY	SD	57701-1746	N	60534268 64
NORTHLAND RESTAURANT GROUP, LLC+	15057 77	1010 E 10TH ST	SIOUX FALLS	SD	57103-1616		60533214 10
NORTHLAND RESTAURANT GROUP, LLC+	15057 78	4801 W 12TH ST	SIOUX FALLS	SD	57106-0305	N	60533939 82
NORTHLAND RESTAURANT GROUP, LLC+	15057 79	2900 S MINNESOTA AVE	SIOUX FALLS	SD	57105-5645	N	60533436 60
NORTHLAND RESTAURANT GROUP, LLC+	15060 93	937 5TH ST SE	WATERTOWN	SD	57201		60587837 47
PARADIGM INVESTMENT GROUP, LLC	15018 22	26094 MAIN ST	ARDMORE	TN	38449-3158	N	93142768 69
DBJ ENTERPRISES INC.+	15043 19	1219 CONGRESS PKWY S	ATHENS	TN	37303-4906	N	42374550 14
DBJ ENTERPRISES INC.+	15043 30	1831 HOLIDAY DR	ATHENS	TN	37303-4951		42374587 18
DBJ ENTERPRISES INC.+	15043 31	104 S WHITE ST	ATHENS	TN	37303-4260	N	42374559 27
RIVER VALLEY RESTAURANTS, LLC	15063 07	3283 HWY 126	BLOUNTVILLE	TN	37617	N	42321227 21
RIVER VALLEY RESTAURANTS, LLC	15017 99	1313 VOLUNTEER PARKWAY	BRISTOL	TN	37620-5709	N	42396892 65
DBJ ENTERPRISES INC.+	15037 85	5119 HWY 11 S	CALHOUN	TN	37309		42333659 39
DBJ ENTERPRISES INC.+	15058 79	1651 LAUDERDALE MEMORIAL HWY	CHARLESTON	TN	37310	N	42333637 02
DBJ ENTERPRISES INC.+	15030 68	220 BROWNS FERRY RD	CHATTANOOGA	TN	37419-1722	N	42382105 22
DBJ ENTERPRISES INC.+	15036 55	6013 SHALLOWFORD ROAD	CHATTANOOGA	TN	37421-1612	N	42362497 97
DBJ ENTERPRISES INC.+	15036 87	4007 MCCA HILL ROAD	CHATTANOOGA	TN	37415-2741	N	42387056 51

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
DBJ ENTERPRISES INC. †	15039 06	4831 HWY 58	CHATTANOOGA	TN	37416-1826	N	42389443 17
DBJ ENTERPRISES INC. †	15040 23	6305 RINGGOLD ROAD	CHATTANOOGA	TN	37412-3833	N	42389423 07
DBJ ENTERPRISES INC. †	15026 42	110 BERNHAM DR N W	CLEVELAND	TN	37312-2978	N	42347922 54
DBJ ENTERPRISES INC. †	15027 91	2005 SPRING PLACE ROAD	CLEVELAND	TN	37323	N	42347622 61
DBJ ENTERPRISES INC. †	15035 13	2410 BLUE SPRINGS RD SE	CLEVELAND	TN	37311-0911	N	42347269 46
DBJ ENTERPRISES INC. †	15039 42	1651 25TH STREET NW	CLEVELAND	TN	37311-3612	N	42347205 81
RIVER VALLEY RESTAURANTS, LLC *	15018 49	4256 FORT HENRY DRIVE	COLONIAL HEIGHTS	TN	37663-2228	Y	42323977 27
111 QSR FOODS PARTNERS LLC		1750 SALEM RD	COOKEVILLE	TN	38506	N	93155982 40
DBJ ENTERPRISES INC. †	15030 65	5088 HIGHWAY 64	COPPERHILL	TN	37317-5203	N	42349638 99
DBJ ENTERPRISES INC. †	15043 20	7474 RHEA COUNTY HWY	DAYTON	TN	37321-5910	N	42377591 26
DBJ ENTERPRISES INC. †	15043 35	17659 STATE HIGHWAY 58 N	DECATUR	TN	37322-7835	N	42333413 45
DBJ ENTERPRISES INC. †	15043 27	17068 RANKIN AVENUE	DUNLAP	TN	37327-7026	N	42394944 33
RIVER VALLEY RESTAURANTS, LLC	15017 75	107 E BROAD ST	ELIZABETHTON	TN	37643-2743	N	42354242 71
RIVER VALLEY RESTAURANTS, LLC	15018 35	NORTH MAIN ST RT 1 BOX 1237	ERWIN	TN	37650	N	42374350 50
DBJ ENTERPRISES INC. †	15043 23	859 HIGHWAY 411 NORTH	ETOWAH	TN	37331	N	42326319 79
PARADIGM INVESTMENT GROUP, LLC	15017 91	1116 HUNTSVILLE HWY	FAYETTEVILLE	TN	37334-3616	N	93143347 52
RIVER VALLEY RESTAURANTS, LLC	15018 65	2676 E ANDREW JOHNSON HWY 633 ASHEVILLE HIGHWAY	GREENEVILLE	TN	37745-0952 37743-7743-5403	Y	42363979 80 423636 1730

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RIVER VALLEY RESTAURANTS, LLC*	1501850	633 ASHEVILLE HIGHWAY 2676 E <u>ANDREW JOHNSON HWY</u>	GREENEVILLE	TN	37743-54033 <u>7745-0952</u>	N	42363617 <u>304236397980</u>
HIA, INC.	1503118	6680 CUMBERLAND GAP PKWY	HARROGATE	TN	37752-8012	N	4238695142
FRANCIECO., L.P.	1506466	1165 AEDC ROAD	HILLSBORO	TN	37342	N	09312536 <u>001</u>
SADDLE PEAK LLC+	1501847	348 E MAIN ST	HOHENWALD	TN	38462-1535	N	9317962154
FRANCIECO., L.P.	1502680	2050 HIGHWAY 70 EAST	JACKSON	TN	38305-8412	N	7314220901
DBJ ENTERPRISES INC.+	1502669	1210 HWY 28	JASPER	TN	37347-3688	N	4239426021
RIVER VALLEY RESTAURANTS, LLC	1506013	4707 N ROAN ST	JOHNSON CITY	TN	37615		42323273 58
RIVER VALLEY RESTAURANTS, LLC*	1501802	2702 NORTH ROAN STREET	JOHNSON CITY	TN	37601-1710	Y	4232828126
RIVER VALLEY RESTAURANTS, LLC*	1501864	2102 WEST MARKET ST	JOHNSON CITY	TN	37604-6025	Y	4239297667
<u>RIVER VALLEY RESTAURANTS, LLC</u>		<u>4707 N ROAN ST</u>	<u>JOHNSON CITY</u>	<u>TN</u>	<u>37615</u>	N	<u>42323273</u> <u>58</u>
RIVER VALLEY RESTAURANTS, LLC	1501825	395 EAST JACKSON BLVD	JONESBOROUGH	TN	37659-5128	N	4237534501
RIVER VALLEY RESTAURANTS, LLC	1501771	1405 E STONE DR	KINGSPORT	TN	37660-4130	N	4233784249
RIVER VALLEY RESTAURANTS, LLC	1501858	1401 JOHN B DENNIS PKWAY	KINGSPORT	TN	37660-5478	N	4232455669
RIVER VALLEY RESTAURANTS, LLC	1501859	3020 JOHN B DENNIS HWY	KINGSPORT	TN	37660-6602		42328889 01
DBJ ENTERPRISES INC.+	1504324	541 HWY 321 N	LENOIR CITY	TN	37771	N	8659867747
DBJ ENTERPRISES INC.+	1504325	4750 NEW HIGHWAY 68	MADISONVILLE	TN	37354-1287	N	4234425814
HARCO FOODS, LLC+	1501839	2105 E BROADWAY	MARYVILLE	TN	37804-3034	N	8659826937

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
HARCO FOODS, LLC+	15018 79	1516 E LAMAR ALEXANDER PKWY	MARYVILLE	TN	37804-5146	<u>N</u>	8656817730
HARCO FOODS, LLC+	15043 36	2601 US HIGHWAY 411 S	MARYVILLE	TN	37801-8637	<u>N</u>	8656814505
HARCO FOODS, LLC+	15066 42	1575 Robert C Jackson Dr	MARYVILLE	TN	37801	<u>N</u>	865-324-5090
HIA, INC.	15037 42	2825 MAYNARDVILLE HWY	MAYNARDVILLE	TN	37807-3031	<u>N</u>	8659928811
SADDLE PEAK LLC+	15061 56	4628 SUMMER AVE	MEMPHIS	TN	38122	<u>N</u>	9014981950
SADDLE PEAK LLC+	15062 86	2005 WHITTEN ROAD	MEMPHIS	TN	38133	<u>N</u>	9013080115
SADDLE PEAK LLC+	15061 36	8523 N US HWY 51	MILLINGTON	TN	38053	<u>N</u>	9015865641
DBJ ENTERPRISES INC.+	15029 71	716 PARKER ST	MONTEAGLE	TN	37356-2117	<u>N</u>	9319242175
RIVER VALLEY RESTAURANTS, LLC	15018 33	530 W MAIN STREET	MOUNT CARMEL	TN	37645-3564	<u>N</u>	4233578405
FRANCIECO., L.P.	15065 46	150 COUCHVILLE INDUSTRIAL PIKE	MOUNT JULIET	TN	37122	<u>N</u>	TBD 6155833461
MOUNTAIN STAR LLC	15032 85	141 PIONEER VILLAGE DR	MOUNTAIN CITY	TN	37683-1843	<u>N</u>	4237279977
DBJ ENTERPRISES INC.+	15039 71	4083 HIGHWAY 411	OCOEE	TN	37361-3640	<u>N</u>	4233384083
DBJ ENTERPRISES INC.+	15035 69	9201 LEE HIGHWAY	OOLTEWAH	TN	37363-8828	<u>N</u>	4232385499
STARCORP HD SUPERIOR STAR, LLC+	15061 64	1005 MINERAL WELLS AVE	PARIS	TN	38242	<u>N</u>	7316424220
SADDLE PEAK LLC*+	15018 62	148 TENNESSEE AVE NORTH	PARSONS	TN	38363-2027	<u>Y</u>	7318472424
RIVER VALLEY RESTAURANTS, LLC	15018 69	5680 HWY 11 EAST	PINEY FLATS	TN	37686-4437	<u>N</u>	4235384845
RIVER VALLEY RESTAURANTS, LLC*	15018 12	198 PARK BLVD	ROGERSVILLE	TN	37857-2913	<u>Y</u>	4232725763

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HIA, INC.*	15026 83	7685 RUTLEDGE PIKE	RUTLEDGE	TN	37861-3612	Y	86582884 24
SADDLE PEAK LLC+	15018 67	180 MAIN STREET	SAVANNAH	TN	38372-2032	N	73192561 06
SADDLE PEAK LLC+	15018 61	619 MULBERRY AVE	SELMER	TN	38375-3242	N	73164553 42
HIA, INC.	15033 32	HIGHWAY 33 & HARRISON ST	SNEEDVILLE	TN	37869	N	42373345 38
DBJ ENTERPRISES INC.+	15055 31	9398 RECO DR	SODDY DAISY	TN	37379-4811	N	42333444 94
DBJ ENTERPRISES INC.+	15043 32	177 FRONT STREET	SPRING CITY	TN	37381-5078	N	42336568 34
DBJ ENTERPRISES INC.+	15055 05	730 NEW HWY 68	SWEETWATER	TN	37874-1912	N	42333758 83
HIA, INC.	15036 13	US HIGHWAY 33 & IRISH CEMETARY ROAD	TAZEWELL	TN	37879	N	42362672 08
DBJ ENTERPRISES INC.+	15043 33	127 BANK ST	TELLICO PLAINS	TN	37385-4907	N	42325333 50
STARCORP HD SUPERIOR STAR, LLC +	15060 15	2060 US 45 BYPASS SOUTH	TRENTON	TN	38382	N	73185523 83
STARCORP HD SUPERIOR STAR, LLC +	15009 89	1200 W REELFOOT AVE	UNION CITY	TN	38261-5504	N	73188528 98
DBJ ENTERPRISES INC.+	15043 34	1001 HIGHWAY 411	VONORE	TN	37885-2442	N	42388422 60
DBJ ENTERPRISES INC.+	15032 42	12075 VALLEY VIEW HWY	WHITWELL	TN	37397-6010	N	42365825 61
RIVER VALLEY RESTAURANTS, LLC*	15018 82	602 CUMMINGS ST.	ABINGDON	V A	24210-3613	Y	27662885 11
BODDIE-NOELL ENTERPRISES, INC.	15026 03	1022 MAIN ST	ALTAVISTA	V A	24517-1531	N	43436953 23
BODDIE-NOELL ENTERPRISES, INC.	15063 41	10151 SUPERIOR WAY	AMELIA COURT HOUSE	V A	23002	N	50456124 89
BODDIE-NOELL ENTERPRISES, INC.	15034 66	114 AMBRIAR PLAZA	AMHERST	V A	24521	N	43494696 15

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BRYANNA ENTERPRISES, LLC	15059 65	7551 RICHMOND HWY	APPOMATTOX	VA	24522	N	43435272 12
BODDIE-NOELL ENTERPRISES, INC.	15026 96	106 N WASHINGTON HWY	ASHLAND	VA	23005-1622	N	80479890 16
BODDIE-NOELL ENTERPRISES, INC.	15032 53	505 E MAIN ST	BEDFORD	VA	24523-2018	N	54058626 82
BODDIE-NOELL ENTERPRISES, INC.	15040 47	711 WOOD AVE E	BIG STONE GAP	VA	24219-3023	N	27652347 04
BODDIE-NOELL ENTERPRISES, INC.	15033 09	904 PRICES FORK ROAD	BLACKSBURG	VA	24060-3261	N	54055266 96
BODDIE-NOELL ENTERPRISES, INC.	15030 91	101 NORTH MAIN STREET	BLACKSTONE	VA	23824-1445	N	43429249 48
BODDIE-NOELL ENTERPRISES, INC.	15026 64	701 S COLLEGE AVE	BLUEFIELD	VA	24605-1640	N	27632240 09
RIVER VALLEY RESTAURANTS, LLC	15018 81	1950 LEE HWY	BRISTOL	VA	24201-1624	N	27646627 11
RIVER VALLEY RESTAURANTS, LLC*	15018 83	1860 EUCLID AVE	BRISTOL	VA	24201-3606	Y	27646620 41
BODDIE-NOELL ENTERPRISES, INC.	15025 45	2801 BEECH AVENUE	BUENA VISTA	VA	24416-1546	N	54026133 53
BODDIE-NOELL ENTERPRISES, INC.	15035 34	22031 LANKFORD HIGHWAY	CAPE CHARLES	VA	23310-2501	N	75733140 29
BODDIE-NOELL ENTERPRISES, INC.	15065 30	131 CEDAR HILL LANE	CEDAR BLUFF	VA	24609	N	27659633 31
BODDIE-NOELL ENTERPRISES, INC.	15036 73	230 EAST SECOND STREET	CHASE CITY	VA	23924-1630	N	43437220 09
BODDIE-NOELL ENTERPRISES, INC.	15038 03	13689 US HIGHWAY 29	CHATHAM	VA	24531-3614	N	43443227 07
BODDIE-NOELL ENTERPRISES, INC.	15026 67	864 N. GEORGE WASHINGTON HWY	CHESAPEAKE	VA	23323-2220	N	75748550 25
BODDIE-NOELL ENTERPRISES, INC.	15027 34	1433 GEORGE WASHINGTON	CHESAPEAKE	VA	23323-5024	N	75748793 92
BODDIE-NOELL ENTERPRISES, INC.	15027 84	1506 MOUNT PLEASANT ROAD	CHESAPEAKE	VA	23322-1227	N	75748276 24

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BODDIE-NOELL ENTERPRISES, INC.	15030 77	1240 CEDAR ROAD	CHESAPEAKE	V A	23322- 7104	N	75743630 37
BODDIE-NOELL ENTERPRISES, INC.	15037 69	4006 BAINBRIDGE BLVD	CHESAPEAKE	V A	23324- 1402	N	75754517 02
BODDIE-NOELL ENTERPRISES, INC.	15039 80	1029 BATTLEFIELD BLVD NORTH	CHESAPEAKE	V A	23320- 4733	N	75754782 30
BODDIE-NOELL ENTERPRISES, INC.	15040 21	109 S GEORGE WASHINGTON	CHESAPEAKE	V A	23323- 1707	N	75748596 63
BODDIE-NOELL ENTERPRISES, INC.	15033 22	1901 WEST HUNDRED ROAD	CHESTER	V A	23836- 2402	N	80474848 92
BODDIE-NOELL ENTERPRISES, INC.	15056 16	506 WHITETOP RD	CHILHOWIE	V A	24319	N	27664634 92
BODDIE-NOELL ENTERPRISES, INC.	15032 29	2347 ROANOKE STREET	CHRISTIANSBUR G	V A	24073- 2515	N	54038259 54
BODDIE-NOELL ENTERPRISES, INC.	15033 16	103 ROANOKE ST	CHRISTIANSBUR G	V A	24073- 3019	N	54038265 36
BODDIE-NOELL ENTERPRISES, INC.	15039 76	2880 MARKET STREET	CHRISTIANSBUR G	V A	24073- 6505	N	54038276 80
BODDIE-NOELL ENTERPRISES, INC.	15037 56	916 VIRGINIA AVE	CLARKSVILLE	V A	23927- 9135	N	43437423 91
BODDIE-NOELL ENTERPRISES, INC.	15035 68	502 W RIDGEWAY ST	CLIFTON FORGE	V A	24422- 1341	N	54086226 21
BODDIE-NOELL ENTERPRISES, INC.	15025 91	5012 DICKENSON HWY	CLINTWOOD	V A	24228- 6078	N	27692689 34
BODDIE-NOELL ENTERPRISES, INC.	15035 93	HIGHWAY 58 A	COEBURN	V A	24230	N	27639554 41
BODDIE-NOELL ENTERPRISES, INC.	15037 19	2927 VIRGINIA AVE	COLLINSVILLE	V A	24078- 2245	N	27664785 85
BODDIE-NOELL ENTERPRISES, INC.	15034 33	1850 BOULEVARD	COLONIAL HEIGHTS	V A	23834- 2306	N	80452691 18
BODDIE-NOELL ENTERPRISES, INC.	15038 36	801 TEMPLE AVENUE	COLONIAL HEIGHTS	V A	23834- 2849	N	80452614 51
BAY FOODS, INC.	15056 88	28384 SOUTHAMPTON PKWY	COURTLAND	V A	23837	N	75765320 04

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BODDIE-NOELL ENTERPRISES, INC.	15029 90	1122 S ALLEGHANY AVENUE	COVINGTON	V A	24426- 2008	N	54096292 57
BODDIE-NOELL ENTERPRISES, INC.	15032 20	200 EAST VIRGINIA AVE	CREWE	V A	23930- 1926	N	43464599 37
BODDIE-NOELL ENTERPRISES, INC.	15027 23	1192 PINEY FOREST ROAD	DANVILLE	V A	24540- 1506	N	43483621 39
BODDIE-NOELL ENTERPRISES, INC.	15034 24	1298 S BOSTON RD	DANVILLE	V A	24540- 5034	N	43479307 05
BODDIE-NOELL ENTERPRISES, INC.	15035 99	3135 RIVERSIDE DR	DANVILLE	V A	24541- 3426	N	43479955 81
BODDIE-NOELL ENTERPRISES, INC.	15039 66	1314 W MAIN ST	DANVILLE	V A	24541- 4714	N	43479749 30
BODDIE-NOELL ENTERPRISES, INC.	15065 64	9300 FOUNTAIN DR	DISPUTANTA	V A	23842	N	(804) 732-1002
BODDIE-NOELL ENTERPRISES, INC.	15032 86	208 COLLEGE AVENUE	DUBLIN	V A	24084- 3625	N	54067400 74
BODDIE-NOELL ENTERPRISES, INC.	15035 30	711 DUFF-PATT ROAD	DUFFIELD	V A	24244- 5152	N	27643144 33
BODDIE-NOELL ENTERPRISES, INC.	15054 10	101 MARKET STREET EMPORIA	EMPORIA	V A	23847- 1277	N	43463449 88
BODDIE-NOELL ENTERPRISES, INC.	15039 85	4151 LANKFORD HWY	EXMORE	V A	23350- 2645	N	75744225 36
BODDIE-NOELL ENTERPRISES, INC.	15031 01	567 WARRENTON ROAD	FALMOUTH	V A	22406- 1025	N	54089931 17
BODDIE-NOELL ENTERPRISES, INC.	15064 88	1521 SOUTH MAIN STREET	FARMVILLE	V A	23901	N	43439134 22
BODDIE-NOELL ENTERPRISES, INC.	15033 84	402 W MAIN ST	FLOYD	V A	24091- 2308	N	54074521 71
BODDIE-NOELL ENTERPRISES, INC.	15065 05	17051 FOREST ROAD	FOREST	V A	24551	N	43461624 37
BODDIE-NOELL ENTERPRISES, INC.	15026 84	105 MECHANIC ST NORTH	FRANKLIN	V A	23851- 1521	N	75756227 40
BODDIE-NOELL ENTERPRISES, INC.	15026 49	10706 Patriot Highway	FREDERICKSBUR G	V A	22408	N	54089812 36

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BODDIE-NOELL ENTERPRISES, INC.	15032 50	1700 PRINCESS ANNE ST	FREDERICKSBURG	VA	22401-3525	N	54037334 41
BODDIE-NOELL ENTERPRISES, INC.	15065 07	11825 TIDEWATER TRAIL	FREDERICKSBURG	VA	22408	N	54037413 58
BODDIE-NOELL ENTERPRISES, INC.	15032 28	425 MAIN ST	GALAX	VA	24333-4481	N	27623621 61
BODDIE-NOELL ENTERPRISES, INC.	15036 69	157 KANE ST	GATE CITY	VA	24251-3408	N	27638667 98
BODDIE-NOELL ENTERPRISES, INC.	15029 83	7007 GEORGE WASHINGTON MEM HWY	GLOUCESTER	VA	23061-5146	N	80469303 63
BODDIE-NOELL ENTERPRISES, INC.	15056 12	1945 SANDY HOOK RD	GOOCHLAND	VA	23063-3109	N	80455667 41
BODDIE-NOELL ENTERPRISES, INC.	15039 18	110 W GORDON AVENUE	GORDONSVILLE	VA	22942-9610	N	54083276 65
BODDIE-NOELL ENTERPRISES, INC.	15038 07	5408 GEORGE WASHINGTON HY	GRAFTON	VA	23692-2762	N	75789809 70
BODDIE-NOELL ENTERPRISES, INC.	15039 95	24429 RIVERSIDE DR	GRUNDY	VA	24614-6135		27693582 55
BODDIE-NOELL ENTERPRISES, INC.	15032 27	410 SOUTH MAIN STREET	HALIFAX	VA	24558-2485	N	43447613 80
BODDIE-NOELL ENTERPRISES, INC.	15033 27	8104 NEW MARKET DR	HAMPTON	VA	23605-3417	N	75782676 78
BODDIE-NOELL ENTERPRISES, INC.	15036 83	63 EAST MERCURY BLVD	HAMPTON	VA	23669-2970	N	75772355 67
BODDIE-NOELL ENTERPRISES, INC.	15036 92	306 ABERDEEN RD	HAMPTON	VA	23661-1716	N	75782620 68
BODDIE-NOELL ENTERPRISES, INC.	15029 64	785 MARTIN LUTHER KING WAY	HARRISONBURG	VA	22801-4366	N	54043382 24
BODDIE-NOELL ENTERPRISES, INC.	15056 98	2398 GEORGE WASHINGTON MEM HWY	HAYES	VA	23072-3554	N	80464239 50
BODDIE-NOELL ENTERPRISES, INC.	15038 91	1120 E NINE MILE ROAD	HIGHLAND SPRINGS	VA	23075-2123	N	80473710 64
BODDIE-NOELL ENTERPRISES, INC.	15031 22	115 N MAIN ST	HILLSVILLE	VA	24343-1430	N	27672846 68

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BODDIE-NOELL ENTERPRISES, INC.	15032 00	310 WEST RANDOLPH ROAD	HOPEWELL	V A	23860- 2662	N	80445801 84
BODDIE-NOELL ENTERPRISES, INC.	15034 36	2915 OAK LAWN	HOPEWELL	V A	23860- 4901	N	80445803 60
BODDIE-NOELL ENTERPRISES, INC.	15031 98	501 SOUTH HICKS STREET	LAWRENCEVILL E	V A	23868- 2117	N	43484825 95
BODDIE-NOELL ENTERPRISES, INC.	15032 55	1273 EAST MAIN STREET	LEBANON	V A	24266- 0672	N	27688933 00
BODDIE-NOELL ENTERPRISES, INC.	15026 32	76 E. MIDLAND TRAIL	LEXINGTON	V A	24450- 5729	N	54046350 03
BODDIE-NOELL ENTERPRISES, INC.	15033 39	413 EAST MAIN	LOUISA	V A	23093- 6518	N	54096795 92
BODDIE-NOELL ENTERPRISES, INC.	15033 54	607 EAST MAIN STREET	LURAY	V A	22835- 2053	N	54074315 00
BODDIE-NOELL ENTERPRISES, INC.	15034 78	20265 TIMBERLAKE RD	LYNCHBURG	V A	24502- 7202	N	43423727 92
BODDIE-NOELL ENTERPRISES, INC.	15036 59	2231 LANGHORNE RD	LYNCHBURG	V A	24501- 1107	N	43452800 07
BODDIE-NOELL ENTERPRISES, INC.	15040 04	3750 CANDLERS MOUNTAIN RD	LYNCHBURG	V A	24502- 2228	N	43484677 07
BODDIE-NOELL ENTERPRISES, INC.	15033 92	161 LAKEVIEW DR	MADISON HEIGHTS	V A	24572- 0618	N	43484632 12
BODDIE-NOELL ENTERPRISES, INC.	15026 65	347 N MAIN ST	MARION	V A	24354- 3323	N	27678364 41
BODDIE-NOELL ENTERPRISES, INC.	15034 87	901 E CHURCH ST	MARTINSVILLE	V A	24112- 3220	N	54063816 14
BODDIE-NOELL ENTERPRISES, INC.	15035 97	547 MEMORIAL BLVD S	MARTINSVILLE	V A	24112- 3642	N	27663870 56
BODDIE-NOELL ENTERPRISES, INC.	15038 98	27 MAIN ST	MATHEWS	V A	23109- 1492	N	80472574 68
BODDIE-NOELL ENTERPRISES, INC.	15025 51	13736 HULL STREET ROAD	MIDLOTHIAN	V A	23112- 2000	N	80473994 27
BODDIE-NOELL ENTERPRISES, INC.	15038 50	10210 HULL STREET ROAD	MIDLOTHIAN	V A	23112- 3302	N	80474544 33

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BODDIE-NOELL ENTERPRISES, INC.	15066 01	5298 MAIN ST.	MOUNT JACKSON	V A	22842	<input type="checkbox"/>	05404779 211
BODDIE-NOELL ENTERPRISES, INC.	15025 73	11017 JEFFERSON AVENUE	NEWPORT NEWS	V A	23601-2716	<input type="checkbox"/>	75759944 54
BODDIE-NOELL ENTERPRISES, INC.	15036 40	430 DENBIGH BLVD	NEWPORT NEWS	V A	23608-3806	<input type="checkbox"/>	75787517 37
BODDIE-NOELL ENTERPRISES, INC.	15036 77	11014 WARWICK BLVD	NEWPORT NEWS	V A	23601-3228	<input type="checkbox"/>	75759919 66
BODDIE-NOELL ENTERPRISES, INC.	15055 84	13165 JEFFERSON AVE	NEWPORT NEWS	V A	23608-1306	<input type="checkbox"/>	75798989 05
BODDIE-NOELL ENTERPRISES, INC.	15029 18	7480 TIDEWATER DRIVE	NORFOLK	V A	23505-3845	<input type="checkbox"/>	75758390 04
BODDIE-NOELL ENTERPRISES, INC.	15031 29	8405 HAMPTON BLVD	NORFOLK	V A	23505-1023	<input type="checkbox"/>	75745119 24
BODDIE-NOELL ENTERPRISES, INC.	15034 81	2301 E LITTLE CREEK RD	NORFOLK	V A	23518-3205	<input type="checkbox"/>	75758342 77
BODDIE-NOELL ENTERPRISES, INC.	15035 26	505 WEST 21ST STREET	NORFOLK	V A	23517-1985	<input type="checkbox"/>	75762530 03
BODDIE-NOELL ENTERPRISES, INC.	15037 67	3908 PRINCESS ANNE ROAD	NORFOLK	V A	23502-1542	<input type="checkbox"/>	75785358 34
BODDIE-NOELL ENTERPRISES, INC.	15039 62	377 CAMPOSTELLA ROAD	NORFOLK	V A	23523-2203	<input type="checkbox"/>	75754391 89
BODDIE-NOELL ENTERPRISES, INC.	15055 44	5859 E VIRGINIA BEACH BLVD	NORFOLK	V A	23502-2423	<input type="checkbox"/>	75746116 28
BODDIE-NOELL ENTERPRISES, INC.	15038 45	475 WHARTON LN NE	NORTON	V A	24273-1543	<input type="checkbox"/>	27667973 47
BODDIE-NOELL ENTERPRISES, INC.	15030 48	25048 LANKFORD HWY	ONLEY	V A	23418-2810	<input type="checkbox"/>	75778789 47
BODDIE-NOELL ENTERPRISES, INC.	15034 41	194 MADISON RD	ORANGE	V A	22960-1428	<input type="checkbox"/>	54067224 66
BODDIE-NOELL ENTERPRISES, INC.	15039 81	528 N MAIN STREET	PEARISBURG	V A	24134-1527	<input type="checkbox"/>	54092125 03
BODDIE-NOELL ENTERPRISES, INC.	15036 61	712 E MORGAN AVE	PENNINGTON GAP	V A	24277-2258	<input type="checkbox"/>	27654652 69

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BODDIE-NOELL ENTERPRISES, INC.	1502733	1865 S CRATER RD	PETERSBURG	VA	23805-2707	N	8048616315
BODDIE-NOELL ENTERPRISES, INC.	1503069	5412 BOYDTON PLANK ROAD	PETERSBURG	VA	23803-8940	N	8048615109
BODDIE-NOELL ENTERPRISES, INC.	1503770	2135 COUNTY DRIVE	PETERSBURG	VA	23803-4707		-
BODDIE-NOELL ENTERPRISES, INC.	1502940	5900 W HIGH STREET	PORTSMOUTH	VA	23703-4506	N	7574846424
BODDIE-NOELL ENTERPRISES, INC.	1503008	850 LONDON BLVD	PORTSMOUTH	VA	23704-2234	N	7573995281
BODDIE-NOELL ENTERPRISES, INC.	1503830	5705 PORTSMOUTH BLVD	PORTSMOUTH	VA	23701-1441	N	7574880548
BODDIE-NOELL ENTERPRISES, INC.	1503587	1032 MAIN STREET	PULASKI	VA	24301-5218	N	5409801101
BODDIE-NOELL ENTERPRISES, INC.	1502736	7353 LEE HIGHWAY	RADFORD	VA	24141-8501	N	5406330917
BODDIE-NOELL ENTERPRISES, INC.	1503942	SECOND ST	RICHLANDS	VA	24641-2306	N	2769630150
BODDIE-NOELL ENTERPRISES, INC.	1502543	4801 JEFFERSON DAVIS HWY	RICHMOND	VA	23234-3154	N	8042710207
BODDIE-NOELL ENTERPRISES, INC.	1502602	7917 MIDLOTHIAN TURNPIKE	RICHMOND	VA	23235-5229	N	8043200303
BODDIE-NOELL ENTERPRISES, INC.	1503131	6302 LAKESIDE AVENUE	RICHMOND	VA	23228-5245	N	8042625164
BODDIE-NOELL ENTERPRISES, INC.	1503145	4841 LABURNUM AVE	RICHMOND	VA	23231-2713	N	8042221444
BODDIE-NOELL ENTERPRISES, INC.	1503437	3815 MECHANICSVILLE PIKE	RICHMOND	VA	23223-1113	N	8043295478
BODDIE-NOELL ENTERPRISES, INC.	1503865	11121 MIDLOTHIAN TURNPIKE	RICHMOND	VA	23235-4711	N	8047941490
BODDIE-NOELL ENTERPRISES, INC.	1504047	3201 E. PARHAM ROAD	RICHMOND	VA	23228-2829	N	8042669590
BODDIE-NOELL ENTERPRISES, INC.	1503853	4800 GREENSBORO RD	RIDGEWAY	VA	24148-3389	N	2769568244

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BODDIE-NOELL ENTERPRISES, INC.	15026 36	3401 PLANTATION ROAD NE	ROANOKE	V A	24012-3731	<input type="checkbox"/>	54056309 92
BODDIE-NOELL ENTERPRISES, INC.	15031 21	3729 BRAMBLETON AVE SW	ROANOKE	V A	24018-3638	<input type="checkbox"/>	54098955 33
BODDIE-NOELL ENTERPRISES, INC.	15036 56	605 9TH STREET SE	ROANOKE	V A	24013-1807	<input type="checkbox"/>	54098101 03
BODDIE-NOELL ENTERPRISES, INC.	15036 58	2301 ORANGE AVENUE NE	ROANOKE	V A	24012-8312	<input type="checkbox"/>	54098119 73
BODDIE-NOELL ENTERPRISES, INC.	15037 77	3011 HERSHBERGER ROAD	ROANOKE	V A	24017-1837	<input type="checkbox"/>	54036286 06
BODDIE-NOELL ENTERPRISES, INC.	15038 66	4060 ELECTRIC ROAD	ROANOKE	V A	24018-0613	<input type="checkbox"/>	54098982 14
BODDIE-NOELL ENTERPRISES, INC.	15039 25	4201 WILLIAMSON ROAD NW	ROANOKE	V A	24012-2818	<input type="checkbox"/>	54036673 66
BODDIE-NOELL ENTERPRISES, INC.	15039 45	2398 PETERS CREEK RD NW	ROANOKE	V A	24017-1621	<input type="checkbox"/>	54056217 07
BODDIE-NOELL ENTERPRISES, INC.	15054 15	889 VILLAGE HWY	RUSTBURG	V A	24588	<input type="checkbox"/>	43433238 00
BODDIE-NOELL ENTERPRISES, INC.	15034 59	16403 WISE ST	SAINT PAUL	V A	24283-3537	<input type="checkbox"/>	27676254 88
BODDIE-NOELL ENTERPRISES, INC.	15034 57	2038 W. MAIN ST	SALEM	V A	24153-3130	<input type="checkbox"/>	54038703 42
BODDIE-NOELL ENTERPRISES, INC.	15035 88	1557 E. MAIN STREET	SALEM	V A	24153-4407	<input type="checkbox"/>	54098630 06
BODDIE-NOELL ENTERPRISES, INC.	15037 59	1255 ELECTRIC ROAD	SALEM	V A	24153-6433	<input type="checkbox"/>	54038964 59
BODDIE-NOELL ENTERPRISES, INC.	15038 88	199 GLOUCESTER ROAD	SALUDA	V A	23149-2729	<input type="checkbox"/>	80475849 31
BODDIE-NOELL ENTERPRISES, INC.	15027 79	1909 S CHURCH ST	SMITHFIELD	V A	23430-1852	<input type="checkbox"/>	75735739 10
BODDIE-NOELL ENTERPRISES, INC.	15037 14	1117 WILBORN AVE	SOUTH BOSTON	V A	24592-3131	<input type="checkbox"/>	43457240 42
BODDIE-NOELL ENTERPRISES, INC.	15039 23	1010 BILL TUCK HIGHWAY BOX 6B	SOUTH BOSTON	V A	24592-7134	<input type="checkbox"/>	43457212 66

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BODDIE-NOELL ENTERPRISES, INC.	15034 42	903 EAST ATLANTIC STREET	SOUTH HILL	V A	23970- 3403	N	43444748 98
BODDIE-NOELL ENTERPRISES, INC.	15038 80	9811 COURTHOUSE RD	SPOTSYLVANIA	V A	22553- 1701	N	54089826 83
BODDIE-NOELL ENTERPRISES, INC.	15025 55	20 PROSPERITY RD	STAFFORD	V A	22556- 4605	N	54072062 21
BODDIE-NOELL ENTERPRISES, INC.	15031 50	933 FAIRYSTONE PARK HWY	STANLEYTOWN	V A	24168- 3014	N	27662911 22
BODDIE-NOELL ENTERPRISES, INC.	15034 38	241 N CENTRAL AVENUE	STAUNTON	V A	24401- 3310	N	54088557 67
BRYANNA ENTERPRISES, LLC	15034 76	314 S MAIN ST	STUART	V A	24171- 3875	N	27669435 01
BODDIE-NOELL ENTERPRISES, INC.	15040 19	2578 STUARTS DRAFT HWY	STUARTS DRAFT	V A	24477- 3154	N	54033732 34
BODDIE-NOELL ENTERPRISES, INC.	15026 48	843 WEST CONSTANCE ROAD	SUFFOLK	V A	23434- 5649	N	75753904 84
BODDIE-NOELL ENTERPRISES, INC.	15029 09	2301 PRUDEN BLVD	SUFFOLK	V A	23434- 4330	N	75793476 41
BODDIE-NOELL ENTERPRISES, INC.	15035 57	1508 HOLLAND RD	SUFFOLK	V A	23434- 6517	N	75753911 51
BODDIE-NOELL ENTERPRISES, INC.	15038 38	2136 FINCASTLE TURNPIKE	TAZEWELL	V A	24651- 1406	N	27698895 00
BODDIE-NOELL ENTERPRISES, INC.	15036 41	14078 TIMBERWAY	TIMBERVILLE	V A	22853- 0328	N	54089634 46
BODDIE-NOELL ENTERPRISES, INC.	15034 74	2860 LEE HIGHWAY SOUTH	TROUTVILLE	V A	24175- 6331	N	54099256 40
BODDIE-NOELL ENTERPRISES, INC.	15025 79	277 LAUREL HILL	VERONA	V A	24482- 2601	N	54024840 31
BODDIE-NOELL ENTERPRISES, INC.	15027 48	1494 GENERAL BOOTH BLVD	VIRGINIA BEACH	V A	23454- 5100	N	75772177 23
BODDIE-NOELL ENTERPRISES, INC.	15030 04	2188 GREAT NECK SQUARE	VIRGINIA BEACH	V A	23454- 2202	N	75748170 08
BODDIE-NOELL ENTERPRISES, INC.	15031 08	1951 LYNNHAVEN PARKWAY	VIRGINIA BEACH	V A	23453- 1643	N	75747120 68

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BODDIE-NOELL ENTERPRISES, INC.	15032 07	6075 INDIAN RIVER RD	VIRGINIA BEACH	V A	23464- 3803	N	75742421 23
BODDIE-NOELL ENTERPRISES, INC.	15032 52	701 INDEPENDENCE BLVD	VIRGINIA BEACH	V A	23455- 6205	N	75749708 94
BODDIE-NOELL ENTERPRISES, INC.	15032 68	2248 VIRGINIA BEACH BLVD	VIRGINIA BEACH	V A	23454- 4284	N	75748651 22
BODDIE-NOELL ENTERPRISES, INC.	15034 89	1201 BAKER ROAD	VIRGINIA BEACH	V A	23455- 3602	N	75746033 17
BODDIE-NOELL ENTERPRISES, INC.	15035 01	4261 HOLLAND RD	VIRGINIA BEACH	V A	23452- 1904	N	75749596 57
BODDIE-NOELL ENTERPRISES, INC.	15035 41	305 DORSET AVENUE	VIRGINIA BEACH	V A	23462- 6600	N	75749703 39
BODDIE-NOELL ENTERPRISES, INC.	15039 93	3342 VIRGINIA BEACH BLVD	VIRGINIA BEACH	V A	23452- 5620	N	75748679 41
BODDIE-NOELL ENTERPRISES, INC.	15063 86	3252 HOLLAND ROAD	VIRGINIA BEACH	V A	23453	N	75736803 02
BODDIE-NOELL ENTERPRISES, INC.	15035 89	4733 RICHMOND ROAD	WARSAW	V A	22572	N	80433350 66
BODDIE-NOELL ENTERPRISES, INC.	15033 31	239 SOUTH COUNTY DRIVE	WAVERLY	V A	23890- 5048	N	80483498 48
BODDIE-NOELL ENTERPRISES, INC.	15025 48	1416 W MAIN ST	WAYNESBORO	V A	22980- 2416	N	54094297 98
BODDIE-NOELL ENTERPRISES, INC.	15031 03	323 14TH ST	WEST POINT	V A	23181	N	80484342 74
BODDIE-NOELL ENTERPRISES, INC.	15037 61	6450 RICHMOND PLAZA	WILLIAMSBURG	V A	23188- 7201	N	75756504 64
BODDIE-NOELL ENTERPRISES, INC.	15038 13	538 2ND ST	WILLIAMSBURG	V A	23185- 4818	N	75722959 73
BODDIE-NOELL ENTERPRISES, INC.	15032 17	403 WEST MAIN STREET	WISE	V A	24293- 6904	N	27632820 36
BODDIE-NOELL ENTERPRISES, INC.	15037 36	1015 E MAIN ST	WYTHEVILLE	V A	24382- 3307	N	27622872 92
BODDIE-NOELL ENTERPRISES, INC.	15038 00	5001 VICTORY BLVD	YORKTOWN	V A	23693- 5601	N	75798817 15

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
DORO, INC.	15059 69	3401 N BALLARD RD	APPLETON	WI	54911-8487	<u>N</u>	9207392844
DORO, INC.	15034 49	2106 55TH AVE	BALDWIN	WI	54002-5139	<u>N</u>	7156844740
DORO, INC.	15012 49	2690 EATON RD	BELLEVUE	WI	54311-4502	<u>N</u>	9204658273
DORO, INC.	15027 59	605 N. WATER ST.	BLACK RIVER FALLS	WI	54615-8935	<u>N</u>	7152847191
DORO, INC.	15037 05	2070 19TH AVE	BLOOMER	WI	54724-1509	<u>N</u>	7155682450
COUGAR ENTERPRISES	15053 28	1210 N DIVISION ST	COLBY	WI	54421-9423		7152236063
DORO, INC.	15012 12	N101 STATE ROAD 83	DELAFIELD	WI	53018-2917		2626468898
DORO, INC.	15036 86	2933 WESTERN AVE	EAU CLAIRE	WI	54703-1026	<u>N</u>	7158366814
DORO, INC.	15061 89	2910 GOLF ROAD	EAU CLAIRE	WI	54701	<u>N</u>	7158367490
FRANCIECO., L.P.	15064 12	100 E. COMMERCE CT	ELKHORN	WI	53121	<u>N</u>	2627238885
RRC FDL, LLC	15059 97	759 W JOHNSON ST	FOND DU LAC	WI	54935-2015	<u>N</u>	9209223434
DORO, INC.	15012 33	2611 WEST MASON STREET	GREEN BAY	WI	54303-4964	<u>N</u>	9204943169
DORO, INC.	15062 04	1593 E MASON ST	GREEN BAY	WI	54302	<u>N</u>	9209405050
DORO, INC.	15012 08	2328 HUMES RD	JANESVILLE	WI	53545-0331	<u>N</u>	6087571557
NORTHLAND RESTAURANT GROUP, LLC+	15034 96	1311 ROSE ST	LA CROSSE	WI	54603-2461	<u>N</u>	6087841082
NORTHLAND RESTAURANT GROUP, LLC+	15058 68	2205 HALL AVE	MARINETTE	WI	54143	<u>N</u>	7157321113
DORO, INC.	15038 08	1618 SOUTH CENTRAL AVE	MARSHFIELD	WI	54449-4886	<u>N</u>	7153891618

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
NORTHLAND RESTAURANT GROUP, LLC+	15061 90	537 GATEWAY AVE	MAUSTON	WI	53948	<u>N</u>	60884823 24
COUGAR ENTERPRISES	15039 46	230 S EIGHTH STREET	MEDFORD	WI	54451-1520		71574851 15
FRANCIECO., L.P.	15060 84	5930 BADGER DRIVE	MENOMONIE	WI	54751	<u>N</u>	71523121 78
DORO, INC.	15012 60	207 N CENTER AVE	MERRILL	WI	54452-1265		71553632 92
DORO, INC.	15012 39	902 S GREEN BAY ROAD	NEENAH	WI	54956- 5132	<u>N</u>	92072234 66
COUGAR ENTERPRISES	15038 61	150 E DIVISION ST	NEILLSVILLE	WI	54456-2149		71574365 85
FRANCIECO., L.P.	15056 51	220 N OAKWOOD ST	OAKDALE	WI	54660- 5193	<u>N</u>	60837239 20
OSHKOSH RESTAURANTS, LLC	15037 53	2100 S KOELLER AVE	OSHKOSH	WI	54902- 9202	<u>N</u>	92023112 34
DORO, INC.	15030 42	12613 TENTH ST.	OSSEO	WI	54758- 9061	<u>N</u>	71559725 33
FRANCIECO., L.P.	15060 89	W9493 CITY HWY CS	POYNETTE	WI	53955	<u>N</u>	60863544 36
DAVE BOWAR	15036 67	944 S MARQUETTE STREET	PRAIRIE DU CHIEN	WI	53821- 2239	<u>N</u>	60832669 67
DORO, INC.	15019 71	1235 S. GREEN BAY	RACINE	WI	53406- 4403	<u>N</u>	26263405 35
DORO, INC.	15012 51	2171 LINCOLN	RHINELANDER	WI	54501- 3678	<u>N</u>	71536920 12
DAVE BOWAR	15036 89	1819 S MAIN	RICE LAKE	WI	54868	<u>N</u>	71523480 01
DORO, INC.	15012 03	2450 E LAYTON AVE	SAINT FRANCIS	WI	53235- 6045	<u>N</u>	41474496 90
DORO, INC.	15012 52	1120 EAST GREEN BAY ST	SHAWANO	WI	54166- 2206	<u>N</u>	71552629 00
DORO, INC.	15012 55	4409 STATE HIGHWAY 42 NORTH	SHEBOYGAN	WI	53083- 1806	<u>N</u>	92045795 70

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
FRANCIECO., L.P.	15061 72	6710 S BUSINESS DRIVE	SHEBOYGAN	WI	53081	<u>N</u>	92045719 55
JVL RESTAURANTS	15038 56	3132 CHURCH STREET	STEVENS POINT	WI	54481- 5305	<u>N</u>	71534162 41
NORTHLAND RESTAURANT GROUP, LLC+	15036 54	1510 BELKNAP AVE	SUPERIOR	WI	54880- 2610	<u>N</u>	71539213 00
DORO, INC.	15011 94	715 EAST MAIN STREET	WATERTOWN	WI	53094- 3875	<u>N</u>	92026296 40
RJS ENTERPRISES OF WAUPACA, INC.	15029 98	640 W FULTON ST	WAUPACA	WI	54981- 1428	<u>N</u>	71525802 20
DORO, INC.	15012 58	2609 WEST STEWART AVENUE	WAUSAU	WI	54401- 4139	<u>N</u>	71584555 06
MOUNTAIN STAR LLC	15026 81	19 RITTER DR	BEAVER	W V	25813		-
RIVER VALLEY RESTAURANTS, LLC*	15038 09	4400 PENNSYLVANIA AVENUE	BIG CHIMNEY	W V	25302-4700		30496570 29
MOUNTAIN STAR LLC	15039 90	901 BLUEFIELD AVE	BLUEFIELD	W V	24701- 2743	<u>N</u>	30432793 82
RIVER VALLEY RESTAURANTS, LLC	15027 96	208 S. KANAWHA STREET	BUCKHANNON	W V	26201- 0168	<u>N</u>	30447210 19
RIVER VALLEY RESTAURANTS, LLC	15025 38	1506 BIGLEY AVE	CHARLESTON	W V	25302- 3904	<u>N</u>	30434228 98
<u>RIVER VALLEY RESTAURANTS, LLC</u>		<u>4400 PENNSYLVANIA AVENUE</u>	<u>CHARLESTON</u>	<u>W</u> <u>V</u>	<u>25302- 4700</u>	<u>Y</u>	<u>30496570</u> <u>29</u>
RIVER VALLEY RESTAURANTS, LLC*	15037 30	722 E MAIN ST	CLARKSBURG	W V	26301- 3226	<u>Y</u>	30462337 40
RIVER VALLEY RESTAURANTS, LLC*	15039 68	27 RANDOLPH AVENUE	ELKINS	W V	26241- 4011	<u>Y</u>	30463671 27
RIVER VALLEY RESTAURANTS, LLC*	15039 21	2649 WHITE HALL BLVD	FAIRMONT	W V	26554- 8225	<u>Y</u>	30436675 82
MOUNTAIN STAR LLC	15032 09	1701 WASHINGTON AVE	HUNTINGTON	W V	25704- 1538	<u>N</u>	30442941 91
RIVER VALLEY RESTAURANTS, LLC*	15040 07	405 MAIN ST	KINGWOOD	W V	26537- 1701	<u>Y</u>	30432914 20

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
RIVER VALLEY RESTAURANTS, LLC *	15033 29	2029 N JEFFERSON ST	LEWISBURG	WV	24901	Y	30464538 26
MOUNTAIN STAR LLC	15030 54	122 HUFF CREEK HWY	MAN	WV	25635-1037	N	30458366 55
RIVER VALLEY RESTAURANTS, LLC	15025 08	10401 MACCORKLE AVE	MARMET	WV	25315-1915	N	30494940 77
RIVER VALLEY RESTAURANTS, LLC	15030 33	1600 EARL L CORE RD	MORGANTOWN	WV	26505-5888	N	30429690 12
RIVER VALLEY RESTAURANTS, LLC	15035 15	2309 PIKE STREET	PARKERSBURG	WV	26101-7252	N	30442224 55
RIVER VALLEY RESTAURANTS, LLC *	15036 28	1440 7TH STREET	PARKERSBURG	WV	26101-5002	Y	30442879 80
RIVER VALLEY RESTAURANTS, LLC *	15053 45	4327 EMERSON AVE.	PARKERSBURG	WV	26104-1217	Y	30442282 80
RIVER VALLEY RESTAURANTS, LLC	15030 12	130 SOUTH MAIN STREET	PHILIPPI	WV	26416-1327	N	30445747 66
MOUNTAIN STAR LLC	15025 44	170 MEADOWFIELD LN	PRINCETON	WV	24740-9587	N	30442538 86
MOUNTAIN STAR LLC	15037 34	1306 STAFFORD DR	PRINCETON	WV	24740-2468	N	30442570 48
RIVER VALLEY RESTAURANTS, LLC	15037 88	ROUTE 60 WEST	RAINELLE	WV	25962-5962		30443861 40
MOUNTAIN STAR LLC	15037 00	LESTER SQUARE 889 ROBERT C BYRD DR	SOPHIA	WV	25921-1303	N	30468396 22
RIVER VALLEY RESTAURANTS, LLC *	15031 57	612 MAC CORKLE AVE	SOUTH CHARLESTON	WV	25303-1308	Y	30474447 02
RIVER VALLEY RESTAURANTS, LLC	15039 28	1401 WEBSTER ROAD	SUMMERSVILLE	WV	26651-1523	N	30487257 49
RIVER VALLEY RESTAURANTS, LLC	15036 22	598 US HIGHWAY 33E	WESTON	WV	26452-7052	N	30426973 92
RIVER VALLEY RESTAURANTS, LLC *	15034 51	9 ALVON RD	WHITE SULPHUR SPRING	WV	24986-2373	Y	30453632 43
BIGHORN RESTAURANTS ARC BURGER , LLC	15039 07	104 E HART ST	BUFFALO	WY	82834-1705	N	30768479 71

Franchisee	Rest. #	Address	City	State	Zip Code	Dual Concept	Phone #
BIGHORN RESTAURANTS, LLC	15038 69	150 SE WYOMING BLVD	CASPER	W Y	82609-1906		30723408 59
BIGHORN RESTAURANTS, LLC	15039 02	900 PRONGHORN ST	CASPER	W Y	82601-1740		30723755 44
BIGHORN RESTAURANTS ARC BURGER , LLC	15032 14	207 S MILLER	GILLETTE	W Y	82716	N	30768716 20

HR LIST OF FRANCHISEES WHO HAVE SIGNED A FRANCHISE AGREEMENT BUT HAVE NOT YET OPENED
(as of January ~~30~~²⁹, ~~2023~~²⁰²⁴)

~~NONE~~

<u>Franchisee</u>	<u>Proposed City / State</u>
<u>FrancieCo, L.P.</u>	<u>St. Augustine, FL</u>
<u>ZBA Food Inc.</u>	<u>Chicago, IL</u>
<u>FrancieCo, L.P.</u>	<u>Wilmington, IL</u>
<u>FrancieCo, L.P.</u>	<u>Mandeville, LA</u>
<u>Giant Hospitality</u>	<u>Canton, OH</u>
<u>FrancieCo, L.P.</u>	<u>Delphos, OH</u>
<u>FrancieCo, L.P.</u>	<u>North Lima, OH</u>
<u>FrancieCo, L.P.</u>	<u>St. Clairsville, OH</u>
<u>Harco Foods, LLC</u>	<u>Knoxville, TN</u>

The following is a list of each current Hardee’s Developer that has entered into a Development Agreement but has not yet opened a Hardee’s Restaurant:

Carolina Convenience Corporation♣
Pioneer Restaurants, LLC♣
Unlinqua Holdings, LLC♣
Phase Three Star LLC♣

NONE

EXHIBIT J

ADDENDA REQUIRED BY CERTAIN STATES

**RIDER TO STATE ADDENDUM
TO THE HARDEE’S RESTAURANTS
FRANCHISE DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, DEVELOPMENT
AGREEMENT AND COMMITMENT AGREEMENT**

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

The following language is hereby added to the Franchise Disclosure Document if you are a resident of one of the states listed in the heading of this Rider (the “Applicable Franchise Registration State”) or a non-resident who is acquiring franchise rights permitting the location of one or more Hardee’s Restaurants in the Applicable Franchise Registration State:

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

ADDITIONAL DISCLOSURES REQUIRED FOR CALIFORNIA FRANCHISEES

The following information applies to franchises and franchisees subject to the California Franchise Investment Act.

- A. **The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**
- B. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.
- C. California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
- D. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).
- E. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- F. The Franchise Agreement requires application of the laws of Tennessee. This provision may not be enforceable under California law.
- G. The franchisor, any person or franchise broker in Item 2 of the FDD is not subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.
- H. [Under California AB 1228, you must comply with the minimum wage standards for your employees beginning April 1, 2024. You must also adhere to certain working conditions, including health and safety standards and training, as set forth in the Operations Manual. Failure to comply could lead to violation of the law and possible fines and lawsuits brought by your employees.](#)
- I. ~~H.~~ No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION & INNOVATION at www.dfpi.ca.gov.

**ADDENDUM TO THE HARDEE’S RESTAURANT
DEVELOPMENT AGREEMENT
REQUIRED FOR CALIFORNIA FRANCHISEES**

This Addendum to the Hardee’s Restaurant Development Agreement dated _____
between Hardee’s Restaurants LLC (“HR”) and _____ (“Developer”) is entered into simultaneously
with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of California; **(B)** Developer is a resident of the State of California; and/or **(C)** part or all of the Development Territory is located in the State of California.

2. The following sentences are added immediately before the last sentence of Section 11:

Developer (on behalf of all Releasors) and all guarantors also expressly agree that, with respect to this release, any and all rights granted under Section 1542 of the California Civil Code are expressly waived. That Section reads as follows: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.”

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

4. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

**HR:
HARDEE’S RESTAURANTS LLC**

By: _____
Print Name: Danell Caron
Title: Vice President, Legal
Date: _____

DEVELOPER:

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

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED FOR ILLINOIS FRANCHISEES**

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, 815 ILCS 705/1-44 (West 2016), any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

**ADDENDUM TO THE HARDEE'S RESTAURANT
DEVELOPMENT AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES**

This Addendum to the Hardee's Restaurant Development Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of Illinois; **(B)** Developer is a resident of the State of Illinois; and/or **(C)** part or all of the Development Territory is located in the State of Illinois.

2. The third sentence of Section 19 is deleted and replaced with the following:

There are no other representations (except for or other than those contained in the Hardee's Franchise Disclosure Document), inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and in the attachments.

3. The following sentence is added to the end of Section 21.A.:

Notwithstanding the foregoing, Illinois law shall govern this Agreement.

4. The following sentence is added to the end of Section 21.D.:

Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation, 1 year after the franchisee becomes aware of the underlying facts or circumstances or 90 days after delivery to the franchisee of a written notice disclosing the violation.

5. The following sentence is added to the end of Section 22:

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

6. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

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INTENTIONALLY LEFT BLANK}~~

8. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

HR:
HARDEE'S RESTAURANTS LLC

By: _____

Print Name: ~~Kerry Olson~~ Danell

Caron _____

Title: ~~General Counsel~~

Vice President, Legal _____

Date: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE AGREEMENT
REQUIRED FOR ILLINOIS FRANCHISEES**

This Addendum to the Hardee's Restaurant Franchise Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of the franchise to Franchisee was made in the State of Illinois; **(B)** Franchisee is a resident of the State of Illinois; and/or **(C)** the Franchised Restaurant will be located or operated in the State of Illinois.

2. The third sentence of Section 24 is deleted and replaced with the following:

There are no other representations (except for or other than those contained in the Hardee's Franchise Disclosure Document), inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and in the attachments.

3. The following sentence is added to the end of Section 26.A.:

Notwithstanding the foregoing, Illinois law Act shall govern this Agreement.

4. The following sentence is added to the end of Section 26.D.:

Section 27 of the Illinois Franchise Disclosure Act provides that causes of action under the Act must be brought within the earlier of: 3 years of the violation, 1 year after the franchisee becomes aware of the underlying facts or circumstances or 90 days after delivery to the franchisee of a written notice disclosing the violation.

5. The following sentence is added to the end of Section 27:

Section 41 of the Illinois Franchise Disclosure Act states that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Act is void.

6. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently of this Addendum.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

**[THE REST OF THIS PAGE IS
INTENTIONALLY LEFT BLANK]**

8. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

HR:
HARDEE'S RESTAURANTS LLC

By: _____

Print Name: ~~Kerry Olson~~ Danell

Caron _____

Title: ~~General Counsel~~

Vice President, Legal _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED FOR MARYLAND FRANCHISEES**

Items 5 and 7, Additional Disclosures. The following statement is added to Items 5 and 7:

Based upon the franchisor's 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.

Item 17, Additional Disclosures. The following statements are added to Item 17:

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

The "Summary" column of Item 17(H) of the Disclosure Document, pertaining to "Cause defined – defaults that cannot be cured" is supplemented to state that any provision in the Franchise Agreement which terminates the franchise upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law.

Franchisee may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, provided that the Franchise Agreement may provide for arbitration in a forum outside of Maryland.

Section 14-227(e) of the Maryland Franchise Registration and Disclosure Law requires that any claims arising under that Law be brought within 3 years after the grant of the franchise.

**ADDENDUM TO THE HARDEE'S RESTAURANT
DEVELOPMENT AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES**

This Addendum to the Hardee's Restaurant Development Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of Maryland; **(B)** Developer is a resident of the State of Maryland; and/or **(C)** part or all of the Development Territory is located in the State of Maryland.

2. The following statement is added to the end of Section 4:

Based upon the franchisor's 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. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

3. The following sentences are added to the end of Sections 4 and 5.D.:

Notwithstanding anything to the contrary in this Agreement, including, but not limited to, this Section, in the State of Maryland, HR will defer the payment of: **(A)** the Development Fee until the first Franchised Restaurant developed hereunder opens for business; and **(B)** with respect to each Franchised Restaurant developed hereunder, the Initial Franchise Fee and any other initial fees owed by Developer to HR for that Franchised Restaurant opens for business. Upon the opening of the first Franchised Restaurant developed hereunder, Developer will pay HR the Development Fee. Upon the opening of each Franchised Restaurant developed hereunder, Developer will pay HR the Initial Franchise Fee and any other initial fees owed by Developer to HR for that Franchised Restaurant.

4. The following sentence is added to the end of Section 8 (transfer by HR), Section 9.B.(2) (transfer by Developer) and Section 10 (general release):

Any provision requiring Developer to sign a general release of claims against HR does not release any claim Developer may have under the Maryland Franchise Registration and Disclosure Law.

5. The following sentence is added to the end of Section 21.B.:

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

6. The following sentence is added to the end of Section 21.D.:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
7. The following sentence is added to the end of Section 22:

Representations in this Agreement 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.
8. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this Addendum.
9. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.
10. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

**HR:
HARDEE'S RESTAURANTS LLC**

By: _____

Print Name: ~~_____ Kerry Olson _____~~ Danell

Title: ~~_____ General Counsel _____~~

Date: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

Caron _____

Vice President, Legal _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE AGREEMENT
REQUIRED FOR MARYLAND FRANCHISEES**

This Addendum to the Hardee's Restaurant Franchise Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Franchisee was made in the State of Maryland; **(B)** Franchisee is a resident of the State of Maryland; and/or **(C)** the Franchised Restaurant will be located or operated in the State of Maryland.

2. The following sentence is added to the end of Section 2.B.(2)(e) (renewal), Section 14 (transfer by HR) and 15.B.(2) (transfer by Franchisee):

Any provision requiring Franchisee to sign a general release of claims against HR does not release any claim Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following statement is added to the end of Section 3.A:

Based upon the franchisor's 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.

4. The following sentences are added to the end of Sections 3.A., 8 and 9.B.:

Notwithstanding anything to the contrary in this Agreement, including, but not limited to, this Section, in the State of Maryland, HR will defer the payment of the Initial Franchise Fee, the opening training support team fee and any other initial fees owed by Franchisee to HR for the Franchised Restaurant until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee will pay HR the Initial Franchise Fee, the opening training support team fee and any other initial fees owed by Franchisee to HR for the Franchised Restaurant.

5. The following sentence is added to the end of Section 26.B.:

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

6. The following sentence is added to the end of Section 26.D.:

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

7. The following sentence is added to the end of Section 27:

Representations in this Agreement 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.

8. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently of this Addendum.

9. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

10. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**HR:
HARDEE'S RESTAURANTS LLC**

By: _____

Print Name: ~~Kerry Olson~~ Danell

Caron _____

Title: ~~General Counsel~~

Vice President, Legal _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

The following information applies to franchises and franchisees subject to Minnesota statutes and regulations.

1. Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.
3. The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
4. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.
7. The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5. If the Franchise Agreement contains a limitations period for bringing claims against Franchisor which is shorter than the limitations period provided under the Minnesota Act, the Franchise Agreement shall be modified to conform to the Minnesota Act.

**ADDENDUM TO THE HARDEE'S RESTAURANT
DEVELOPMENT AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to the Hardee's Restaurant Development Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of Minnesota; **(B)** Developer is a resident of the State of Minnesota; and/or **(C)** part or all of the Development Territory is located in the State of Minnesota.

2. The following sentence is added to the end of Section 8, Section 9.B.(2) and Section 10.:

Notwithstanding the foregoing, Developer will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 - 80C.22.

3. Section 11.B.(8) is deleted and replaced with the following statement:

Developer's use or duplication of any material aspect of the System (as reasonably determined by HR) in any other business would constitute an unfair method of competition, for which HR would be entitled to all legal and equitable remedies, including injunctive relief.

4. The following sentence is added to the end of Section 12.A.:

With respect to franchises governed by Minnesota law, HR will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreements.

5. The following sentences are added to the end of Section 21:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit HR from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. The second sentence of Section 22.E. is deleted and replaced with the following sentence:

Therefore, Developer agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Developer, HR shall be entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance.

7. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Act and the Rules and Regulation promulgated thereunder are met independently of this Addendum.
8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.
9. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

**HR:
HARDEE'S RESTAURANTS LLC**

By: _____

Print Name: ~~_____ Kerry Olson _____~~ Danell

Title: ~~_____ General Counsel _____~~

Date: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

Caron _____

Vice President, Legal _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE AGREEMENT
REQUIRED FOR MINNESOTA FRANCHISEES**

This Addendum to the Hardee's Restaurant Franchise Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of the franchise to Franchisee was made in the State of Minnesota; **(B)** Franchisee is a resident of the State of Minnesota; and/or **(C)** the Franchised Restaurant will be located or operated in the State of Minnesota.
2. The following sentence is added to the end of Section 2.B.(2)(e), Section 14 and Section 15.B.(2):

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

3. The following sentence is added to the end of Section 2.B.:

With respect to franchises governed by Minnesota law, HR will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of franchise agreements.

4. The following sentence is added to the end of Section 11:

Notwithstanding the foregoing, HR will indemnify Franchisee against liability to a third party resulting from claims that Franchisee's use of a Proprietary Mark infringes trademark rights of a third party; provided, that HR will not indemnify against the consequences of Franchisee's use of the Proprietary Marks unless the use is in accordance with the requirements of this Agreement and the System.

5. Section 16.B.(8) is deleted and replaced with the following statement:

Franchisee's use or duplication of any material aspect of the System (as reasonably determined by HR) in any other business would constitute an unfair method of competition, for which HR would be entitled to all legal and equitable remedies, including injunctive relief.

6. The following sentence is added to the end of Section 17:

With respect to franchises governed by Minnesota law, HR will comply with Minnesota Statute § 80C.14, Subdivision 3, 4, and 5 which requires, except in certain cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of franchise agreements.

7. The following sentences are added to the end of Section 26:

Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J prohibit HR from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreements can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

8. The second sentence of Section 27.E. is deleted and replaced with the following sentence:

Therefore, Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, HR shall be entitled to seek injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance.

9. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Act and the Rules and Regulation promulgated thereunder are met independently of this Addendum.

10. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

11. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

**HR:
HARDEE’S RESTAURANTS LLC**

By: _____

Print Name: ~~_____ Kerry Olson _____~~ Danell

Title: ~~_____ General Counsel _____~~

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

Caron _____

Vice President, Legal _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES**

Items 5 and 7, Additional Disclosures. The following statement is added to Items 5 and 7:

Franchisor will defer collection of the Initial Franchise Fees until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota is void. The laws of the State of North Dakota will govern any dispute.

Any general release the franchisee is required to assent to is not intended to nor shall it act as a release, estoppel or waiver of any liability Hardee's Restaurants LLC may have incurred under the North Dakota Franchise Investment Law.

Covenants not to compete upon termination or expiration of the franchise agreement are generally not enforceable in the State of North Dakota, except in certain instances as provided by law.

The Franchise Agreement includes a waiver of exemplary and punitive damages. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement.

The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Hardee's Restaurants LLC in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

The Franchise Agreement requires the franchisee to consent to a waiver of trial by jury. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement.

The Franchise Disclosure Document and Franchise Agreement state that franchisee must consent to the jurisdiction of courts in the state of Tennessee. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Disclosure Document and the Franchise Agreement.

The Franchise Disclosure Document and Franchise Agreement may require franchisees to consent to termination or liquidated damages. The Commissioner has determined this to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is

deemed deleted in each place it appears in the Disclosure Document and Franchise Agreement.

The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. That requirement will not apply to North Dakota franchisees and, instead the statute of limitations under North Dakota law will apply.

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

**ADDENDUM TO THE HARDEE'S RESTAURANT
DEVELOPMENT AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES**

This Addendum to the Hardee's Restaurant Development Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of North Dakota; **(B)** Developer is a resident of the State of North Dakota; and/or **(C)** part or all of the Development Territory is located in the State of North Dakota.
2. The following sentence is added to the end of Section 4:

Franchisor will defer collection of the Development Fee until all initial obligations owed to the developer under the Development Agreement or other documents have been fulfilled by the franchisor and the developer has commenced doing business pursuant to the Development Agreement.
3. Any release executed in connection herewith shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.
4. Covenants not to compete are generally considered unenforceable in the State of North Dakota.
5. The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern any dispute.
6. The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Development Agreement.
7. The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Development Agreement.
8. The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Development Agreement.

9. The Development Agreement states that franchisee must consent to the jurisdiction of courts in the state of Tennessee. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Development Agreement.
10. The Development Agreement requires the franchisee to consent to a limitation of claims within one year. That requirement will not apply to North Dakota franchisees and, instead, the statute of limitations under North Dakota law will apply.
11. The Development Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Hardee's Restaurants LLC in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.
12. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
13. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

~~[THE REST OF THIS PAGE IS~~
~~INTENTIONALLY LEFT BLANK.~~ Signatures on following page.]

Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

**HR:
HARDEE'S RESTAURANTS LLC**

By: _____

~~Print Name: Kerry Olson~~ _____

~~Title: General Counsel~~ _____

~~Date:~~ _____

~~DEVELOPER:~~

~~By:~~ _____

Print Name: Danell Caron _____

Title: Vice President, Legal _____

Date: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE AGREEMENT
REQUIRED FOR NORTH DAKOTA FRANCHISEES**

This Addendum to the Hardee's Restaurant Franchise Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of the franchise to Franchisee was made in the State of North Dakota; **(B)** Franchisee is a resident of the State of North Dakota; and/or **(C)** the Franchised Restaurant will be located or operated in the State of North Dakota.
2. The following sentence is added to the end of Section 3.A.:

Franchisor will defer collection of the Initial Franchise Fee until all initial obligations owed to franchisee under the franchise agreement or other documents have been fulfilled by the franchisor and the franchisee has commenced doing business pursuant to the franchise agreement.
3. Any release executed in connection herewith shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.
4. Covenants not to compete are generally considered unenforceable in the State of North Dakota.
5. The choice of law other than the State of North Dakota may not be enforceable under the North Dakota Franchise Investment Law. The laws of the State of North Dakota will govern any dispute.
6. The waiver of punitive or exemplary damages may not be enforceable under the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.
7. The waiver of trial by jury may not be enforceable under the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.
8. The requirement that a franchisee consent to termination or liquidated damages has been determined by the Commissioner to be unfair, unjust and inequitable within the intent of the North Dakota Franchise Investment Law. This requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.

9. The Franchise Agreement states that franchisee must consent to the jurisdiction of courts in the state of Tennessee. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.
10. The Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. That requirement will not apply to North Dakota franchisees and, instead, the statute of limitations under North Dakota law will apply.
11. The Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Hardee's Restaurants LLC in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.
12. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
13. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~[THE REST OF THIS PAGE IS~~
~~INTENTIONALLY LEFT BLANK.~~ Signatures on following page.]

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

HR:
HARDEE'S RESTAURANTS LLC

By: _____

Print Name: ~~Kerry Olson~~ Danell

Title: ~~General Counsel~~

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

Caron _____

Vice President, Legal _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES**

Items 5 and 7, Additional Disclosures. The following statement is added to Items 5 and 7:

We will defer collection of the Initial Franchise Fees until such time as we have fulfilled our pre-opening obligations to you and you have opened your Restaurant.

**ADDENDUM TO THE HARDEE'S RESTAURANT
DEVELOPMENT AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES**

This Addendum to the Hardee's Restaurant Development Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Developer") is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of South Dakota; **(B)** Developer is a resident of the State of South Dakota; and/or **(C)** part or all of the Development Territory is located in the State of South Dakota.
2. The following sentence is added to the end of Section 4:

We will defer collection of the Development Fee until such time as we have fulfilled our pre-opening obligations to you and you have opened your first Restaurant.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

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INTENTIONALLY LEFT BLANK}~~

Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

HR:
HARDEE'S RESTAURANTS LLC

By: _____

Print Name: ~~Kerry Olson~~ Danell

Title: ~~General Counsel~~

Date: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

Caron _____

Vice President, Legal _____

**ADDENDUM TO THE HARDEE’S RESTAURANT
FRANCHISE AGREEMENT
REQUIRED FOR SOUTH DAKOTA FRANCHISEES**

This Addendum to the Hardee’s Restaurant Franchise Agreement dated _____ between Hardee’s Restaurants LLC (“HR”) and _____ (“Franchisee”) is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of the franchise to Franchisee was made in the State of South Dakota; **(B)** Franchisee is a resident of the State of South Dakota; and/or **(C)** the Franchised Restaurant will be located or operated in the State of South Dakota.
2. The following sentence is added to the end of Section 3.A.:

We will defer collection of the Initial Franchise Fee until such time as we have fulfilled our pre-opening obligations to you and you have opened your Restaurant.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

~~[THE REST OF THIS PAGE IS
INTENTIONALLY LEFT BLANK]~~

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

HR:
HARDEE'S RESTAURANTS LLC

By: _____

Print Name: ~~Kerry Olson~~ Danell

Title: ~~General Counsel~~

Date: _____

Caron _____

Vice President, Legal _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE HARDEE’S RESTAURANT
DEVELOPMENT AGREEMENT
REQUIRED FOR WASHINGTON FRANCHISEES**

This Addendum to the Hardee’s Restaurant Development Agreement dated _____ between Hardee’s Restaurants LLC (“HR”) and _____ (“Developer”) is entered into simultaneously with the execution of the Development Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Development Agreement. This Addendum is being executed because: **(A)** the offer or sale of a franchise to Developer was made in the State of Washington; **(B)** Developer is a resident of the State of Washington; and/or **(C)** part or all of the Development Territory is located in the State of Washington.
2. The state of Washington has a statute, the Washington Franchise Investment Protection Act, RCW 19.100.180 (“Act”), which may supersede this Agreement in your relationship with HR including the areas of termination and renewal of your franchise. There also may be court decisions which may supersede this Agreement in your relationship with HR including the areas of termination and renewal of your franchise.
3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be the state of Washington, a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
4. In the event of a conflict of laws, the provisions of the Act shall prevail.
5. A release or waiver of rights executed by Developer shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect HR’s reasonable estimated or actual costs in effecting a transfer.
7. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Act are met independently of this Addendum.
8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

**[THE REST OF THIS PAGE IS
INTENTIONALLY LEFT BLANK Signatures on following page.]**

Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

HR:
HARDEE'S RESTAURANTS LLC

By: _____

Print Name: ~~Kerry Olson~~ Danell

Caron _____

Title: ~~General Counsel~~

Vice President, Legal _____

Date: _____

DEVELOPER:

By: _____

Print Name: _____

Title: _____

Date: _____

**ADDENDUM TO THE HARDEE'S RESTAURANT
FRANCHISE AGREEMENT
REQUIRED FOR WASHINGTON FRANCHISEES**

This Addendum to the Hardee's Restaurant Franchise Agreement dated _____ between Hardee's Restaurants LLC ("HR") and _____ ("Franchisee") is entered into simultaneously with the execution of the Franchise Agreement.

1. The provisions of this Addendum form an integral part of, and are incorporated into the Franchise Agreement. This Addendum is being executed because: **(A)** the offer or sale of the franchise to Franchisee was made in the State of Washington; **(B)** Franchisee is a resident of the State of Washington; and/or **(C)** the Franchised Restaurant will be located or operated in the State of Washington.
2. The state of Washington has a statute, the Washington Franchise Investment Protection Act, RCW 19.100.180 ("Act"), which may supersede this Agreement in your relationship with HR including the areas of termination and renewal of your franchise. There also may be court decisions which may supersede this Agreement in your relationship with HR including the areas of termination and renewal of your franchise.
3. In any arbitration involving a franchise purchased in Washington, the arbitration site shall be the state of Washington, a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.
4. In the event of a conflict of laws, the provisions of the Act shall prevail.
5. A release or waiver of rights executed by Franchisee shall not include rights under the Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.
6. Transfer fees are collectable to the extent that they reflect HR's reasonable estimated or actual costs in effecting a transfer.
7. The provisions of this Addendum will be effective only to the extent that the jurisdictional requirements of the Act are met independently of this Addendum.
8. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

[THE REST OF THIS PAGE IS
INTENTIONALLY LEFT BLANK]

Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

HR:
HARDEE'S RESTAURANTS LLC

By: _____

Print Name: ~~Kerry Olson~~ Danell

Caron _____

Title: ~~General Counsel~~

Vice President, Legal _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT ~~K~~J

FINANCIAL STATEMENTS



Carl's Jr. SPV Guarantor LLC and subsidiaries, and
Hardee's SPV Guarantor LLC and subsidiaries
(the "CKE Securitization Entities")

Combined Consolidated Financial Statements
for the fiscal years ended January 29, 2024 and January 30, 2023

(With Independent Auditors' Report Thereon)



KPMG LLP
1201 Demonbreun Street
Suite 1100
Nashville, TN 37203

Independent Auditors' Report

Managing Member

Carl's Jr. SPV Guarantor LLC and Hardee's SPV Guarantor LLC:

Opinion

We have audited the combined consolidated financial statements of Carl's Jr. SPV Guarantor LLC and its subsidiaries, and Hardee's SPV Guarantor LLC and its subsidiaries (the Company), which comprise the combined consolidated balance sheets as of January 29, 2024 and January 30, 2023, and the related combined consolidated statements of income, members' deficit, and cash flows for each of the fiscal years then ended, and the related notes to the combined consolidated financial statements.

In our opinion, the accompanying combined consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 29, 2024 and January 30, 2023, and the results of its operations and its cash flows for each of the fiscal years then ended in accordance with U.S. generally accepted accounting principles.

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 Auditors' Responsibilities for the Audit of the Combined Consolidated 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 Combined Consolidated Financial Statements

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

In preparing the combined consolidated 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 combined consolidated financial statements are available to be issued.



Auditors' Responsibilities for the Audit of the Combined Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 made by a reasonable user based on the combined consolidated 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 combined consolidated 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 combined consolidated 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 combined consolidated 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.

Other Information

Management is responsible for the other information included in the supplemental schedules. The other information comprises the combining consolidating balance sheets and combining consolidating statements of operations included in the supplemental schedules, but does not include the combined consolidated financial statements and our auditors' report thereon. Our opinion on the combined consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the combined consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the combined consolidated financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

KPMG LLP

Nashville, Tennessee
April 10, 2024

THE CKE SECURITIZATION ENTITIES
COMBINED CONSOLIDATED BALANCE SHEETS
(In thousands)

	January 31, 2024	January 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 12,340	\$ 7,320
Cash and cash equivalents - restricted	15,942	16,053
Accounts receivable, net	21,748	20,699
Due from affiliates	425	539
Inventories	2,852	2,973
Prepaid expenses	470	173
Other current assets	79	83
Total current assets	53,856	47,840
Property and equipment, net	353,893	349,888
Operating lease assets	395,698	411,456
Intangible assets, net	777,538	793,030
Other assets, net	31,858	28,810
Total assets	\$ 1,612,843	\$ 1,631,024
LIABILITIES AND MEMBERS' DEFICIT		
Current liabilities:		
Current portion of long-term debt	\$ 11,800	\$ 11,800
Current portion of finance leases	1,515	1,268
Current portion of operating leases	73,773	76,242
Accounts payable	4,467	6,207
Due to affiliates	1,989	5,077
Other current liabilities	35,053	35,316
Total current liabilities	128,597	135,910
Long-term debt, less current portion	1,108,024	1,116,405
Finance leases, less current portion	23,369	14,428
Operating leases, less current portion	339,680	350,277
Other long-term liabilities	250,801	262,510
Total liabilities	1,850,471	1,879,530
Commitments and contingencies (Notes 8, 9, 10 and 14)		
Members' deficit:		
Members' deficit	(237,628)	(248,506)
Total liabilities and members' deficit	\$ 1,612,843	\$ 1,631,024

See Accompanying Notes to Combined Consolidated Financial Statements

THE CKE SECURITIZATION ENTITIES
COMBINED CONSOLIDATED STATEMENTS OF INCOME
(In thousands)

	Fiscal 2024	Fiscal 2023
Revenue:		
Company-operated restaurants	\$ 368,842	\$ 354,253
Franchised restaurants and other	292,713	290,831
Total revenue	661,555	645,084
Operating costs and expenses:		
Company-operated restaurants:		
Food and packaging	97,879	98,441
Payroll and other employee benefits	122,640	113,363
Occupancy and other	104,616	100,143
Total company-operated restaurants	325,135	311,947
Franchised restaurants and other	93,626	91,006
Advertising	20,726	19,276
General and administrative	47,953	55,948
Facility action charges, net	2,183	3,589
Total operating costs and expenses	489,623	481,766
Operating income	171,932	163,318
Interest expense	(61,863)	(62,752)
Other income, net	4,790	2,057
Income before income taxes	114,859	102,623
Income tax expense	5,914	4,826
Net income	\$ 108,945	\$ 97,797

See Accompanying Notes to Combined Consolidated Financial Statements

THE CKE SECURITIZATION ENTITIES
COMBINED CONSOLIDATED STATEMENTS OF MEMBERS' DEFICIT
(In thousands)

	<u>Members'</u> <u>Deficit</u>
Balance as of January 31, 2022	\$ (251,817)
Capital contributions	45,394
Distributions to members	(139,428)
Net income	97,797
Cumulative effect of change in accounting principle (Note 9)	(452)
Balance as of January 31, 2023	<u>(248,506)</u>
Capital contributions	35,679
Distributions to members	(133,746)
Net income	108,945
Balance as of January 31, 2024	<u><u>\$ (237,628)</u></u>

See Accompanying Notes to Combined Consolidated Financial Statements

THE CKE SECURITIZATION ENTITIES
COMBINED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Fiscal 2024	Fiscal 2023
Cash flows from operating activities:		
Net income	\$ 108,945	\$ 97,797
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	46,692	44,580
Amortization of deferred financing costs	3,419	3,352
Gain on early termination of lease agreement associated with a financing method sale-leaseback restaurant property	—	(1,285)
Gain on refranchising transaction	(817)	—
(Gain) loss on disposal of other property and equipment	(602)	512
Provision for losses on impairments, accounts receivable and other items, net	4,806	318
Net changes in operating assets and liabilities:		
Receivables, inventories, prepaid expenses and other current and non-current assets	(1,985)	4,247
Accounts payable and other current and long-term liabilities	(3,089)	(13,013)
Operating lease assets and liabilities, net	1,096	511
Net cash provided by operating activities	<u>158,465</u>	<u>137,019</u>
Cash flows from investing activities:		
Proceeds from refranchising transactions	2,092	—
Proceeds from sale of other property and equipment	2,412	1,957
Other investing activities	154	215
Net cash provided by investing activities	<u>4,658</u>	<u>2,172</u>
Cash flows from financing activities:		
Net change in book overdraft	(1,260)	(1,952)
Repayments of Class A-2 Notes	(11,800)	(11,800)
Payment for deferred financing costs of Series 2018-1 VFN Notes	—	(861)
Repayments of finance leases	(1,520)	(1,231)
Repayments of financing method sale-leaseback obligations	(10,164)	(8,836)
Distributions to members	(133,746)	(139,428)
Net advances from affiliates	276	(312)
Net cash used in financing activities	<u>(158,214)</u>	<u>(164,420)</u>
Net increase (decrease) in cash, cash equivalents and restricted cash	4,909	(25,229)
Cash, cash equivalents and restricted cash at beginning of period	23,373	48,602
Cash, cash equivalents and restricted cash at end of period	<u>\$ 28,282</u>	<u>\$ 23,373</u>

See Accompanying Notes to Combined Consolidated Financial Statements

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)

NOTE 1 — ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Carl’s Jr. Restaurants LLC and Hardee’s Restaurants LLC own, operate and franchise the Carl’s Jr.[®], Hardee’s[®], Green Burrito[®] and Red Burrito[®] concepts. Domestic Carl’s Jr. restaurants are predominantly located in the Western United States, primarily in California. International Carl’s Jr. restaurants are located primarily in Mexico, with a growing presence in the rest of Latin America, Asia and Europe. Domestic Hardee’s restaurants are predominantly located throughout the Southeastern and Midwestern United States. International Hardee’s restaurants have an established and growing presence in the Middle East and Central Asia. The Green Burrito concept is located in dual-branded Carl’s Jr. restaurants. The Red Burrito concept is located in dual-branded Hardee’s restaurants. As of January 31, 2024, our system-wide restaurant portfolio consisted of:

Company-operated	253
Domestic franchised	2,408
International franchised ⁽¹⁾	1,114
Total restaurants	<u>3,775</u>

(1) As of July 7, 2022, we ceased providing any and all services to our master franchisee for the country of Russia. Our master franchisee has one franchised and sixteen subfranchised restaurants in Russia. Additionally, we have ceased collecting any royalties or fees of any type from the operation of these locations and do not approve or authorize additional locations.

Basis of Presentation and Fiscal Year

These Combined Consolidated Financial Statements include the combined accounts of Carl’s Jr. SPV Guarantor LLC and its consolidated subsidiaries, consisting of Carl’s Jr. Funding LLC and Carl’s Jr. Restaurants LLC, and Hardee’s SPV Guarantor LLC and its consolidated subsidiaries, consisting of Hardee’s Funding LLC and Hardee’s Restaurants LLC (collectively, the “CKE Securitization Entities”). The indirect corporate parent of Carl’s Jr. SPV Guarantor LLC and Hardee’s SPV Guarantor LLC is CKE Restaurants Holdings, Inc. (“CKE Restaurants”), and the indirect corporate parent of CKE Restaurants is CKE Holding Corporation (“CKE”). All of the CKE Securitization Entities are limited liability companies established on January 30, 2013 and were organized in the state of Delaware. The CKE Securitization Entities are special purpose, bankruptcy remote entities that hold substantially all of the restaurant businesses, franchising assets, real estate and other productive assets of CKE Restaurants and its subsidiaries. CKE Restaurants, together with certain other non-securitization entities, acts as the manager (“Manager”) by managing and servicing the assets, performing certain franchising, marketing, real estate, intellectual property and operating and reporting services on behalf of the CKE Securitization Entities. References to “we”, “us”, “our” and the “Company” may relate to any or all of the CKE Securitization Entities, as may be applicable, but do not relate to CKE or CKE Restaurants.

The CKE Securitization Entities were formed in connection with a contemplated financing (the “Securitization Transaction”), which was completed on April 1, 2013. In conjunction with the Securitization Transaction, Carl’s Jr. Funding LLC and Hardee’s Funding LLC (collectively, the “Co-Issuers”) issued \$1,050,000 Series 2013-1 4.474% Class A-2 Senior Secured Notes with an anticipated repayment date of March 2020 and a legal final maturity date of March 2043 (the “Class A-2 Notes”) and \$100,000 Series 2013-1 Variable Funding Class A-1 Senior Secured Notes due September 2018 (the “Variable Funding Notes” and together with the Class A-2 Notes, the “Senior Notes”). In June 2018, the Senior Notes were refinanced. In December 2020, the Series 2018-1 Class A-2-I Notes were refinanced. In June 2021, the Co-Issuers issued \$180,000 Series 2021-1 Class A-2 Notes. See Note 8 for further discussion.

These Combined Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”). All significant intercompany balances and transactions are eliminated in combination and consolidation.

We operate on a retail accounting calendar, ending on the last Monday in January. For clarity of presentation, we generally label all years presented as if the fiscal year ended January 31. The fiscal year ended January 29, 2024 is referred to

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

herein as fiscal 2024 or the fiscal year ended January 31, 2024. The fiscal year ended January 30, 2023 is referred to herein as fiscal 2023 or the fiscal year ended January 31, 2023. The first quarter of our fiscal year has four periods, or 16 weeks. All other quarters generally have three periods, or 12 weeks.

Our restaurant sales, and therefore our profitability, are subject to seasonal fluctuations and are traditionally higher during the spring and summer months because of factors such as increased travel during school vacations and improved weather conditions, which affect the public's dining habits.

Inflation and Middle East Conflict

Inflationary pressures on labor and commodity price increases directly impacted our results of operations during the year ended January 31, 2024 and January 31, 2023. We attempt to manage any inflationary costs and commodity price increases through selective menu price increases and changes in product mix. Competitive pressures, consumer spending levels and other factors may limit our ability to recover such costs increases in the future.

Beginning October 2023, certain of our Hardee's international markets began being impacted by a military conflict in the Middle East. As a result, international franchised restaurants same-store sales were impacted to varying degrees within the Middle East. Further continuation of this conflict could have an adverse impact on our business and results of operations.

Variable Interest Entities

We do not maintain ownership interests in our franchisees, and none of our assets serve as collateral for the creditors of our franchisees. Under the terms of their franchise agreements, franchise entities hold the power to direct the activities that most significantly impact their economic performance. As a result, we do not consider ourselves the primary beneficiary of any franchise entity that might be a variable interest entity.

Estimations

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Our most significant areas of estimation are:

- estimation of future cash flows used to assess the recoverability of long-lived assets, including intangible assets, finance lease assets and operating lease assets;
- determination of appropriate estimated liabilities for loss contingencies;
- determination of appropriate assumptions to use in evaluating leases for finance versus operating lease treatment, establishing depreciable lives for leasehold improvements and establishing straight-line rent expense periods; and
- estimation of the appropriate allowances associated with franchise and other receivables.

Cash and Cash Equivalents

For purposes of reporting cash and cash equivalents, highly liquid investments purchased with original maturities of three months or less are considered cash equivalents.

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents of \$15,942 and \$16,053 as of January 31, 2024 and 2023, respectively, consisted of cash and cash equivalents that are held by the trustee of our Senior Notes (as defined in Note 8) to be used for debt service payments on our Series 2018-1, Series 2020-1 and Series 2021-1 Senior Notes.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Inventories

Inventories are stated at the lower of cost (on a first-in, first-out basis) or net realizable value and consist primarily of restaurant food, packaging and supplies.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method based on the assets' estimated useful lives, which generally range from three to 40 years.

Leasehold improvements are amortized on a straight-line basis over the shorter of the estimated useful lives of the assets or the related lease terms. The amortization period for leasehold improvements includes renewal option periods only in instances in which the exercise of the renewal option is reasonably certain at the acquisition date because failure to exercise such option would result in an economic penalty.

We capitalize direct costs and interest costs associated with construction projects that have a future benefit. If we subsequently make a determination that a site for which development costs have been capitalized will not be acquired or developed, any previously capitalized development costs are expensed and included in general and administrative expenses.

Leases

Lessor Accounting

We recognize lease payments for operating leases as property revenue on a straight-line basis over the lease term. We recognize variable lease payment income for operating leases in the period when changes in facts and circumstances on which the variable lease payments are based occur. We recognize variable lease payment income for operating and financing leases in the period when changes in facts and circumstances on which the variable lease payments are based occur.

Lessee Accounting

We recognize an operating lease asset and lease liability at lease commencement, which are measured by discounting lease payments using the estimated risk free rate as the discount rate. We made an accounting policy election to use the risk-free rate as our discount rate to determine the initial and subsequent measurement of operating lease liabilities. Subsequent amortization of the operating lease asset and accretion of the lease liability for an operating lease is recognized as a single lease cost, on a straight-line basis, over the lease term. Reductions to the operating lease asset and the change in the lease liability are included in changes in operating lease assets and liabilities, net in the Combined Consolidated Statement of Cash Flows.

A finance lease asset is depreciated on a straight-line basis over the lesser of the useful life of the leased asset or lease term. Interest on each finance lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Operating lease and finance lease assets are assessed for impairment in accordance with our long-lived asset impairment policy.

We reassess lease classification and remeasure assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate contract or upon certain other events that require reassessment. We recognize variable lease cost for operating and finance leases in the period when changes in facts and circumstances on which the variable lease payments are based occur.

Intangible Assets

Our indefinite-lived intangible assets consist of trademarks / tradenames. We test trademarks / tradenames for impairment on an annual basis or more frequently if events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. We first assess qualitative factors to determine whether it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying amount. If we conclude that it is more likely than not that the indefinite-lived intangible asset is impaired, we then perform a quantitative test to determine whether the carrying amount is less than the fair value of the indefinite-lived intangible asset and measure the amount of impairment, if any.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Our definite-lived intangible assets consist of franchise agreements and favorable lease agreements and are amortized on a straight-line basis over their estimated useful lives. Our definite-lived intangible assets are tested for impairment when events or circumstances indicate the carrying value may be impaired. Refer to discussion of facility action charges for a discussion of impairment of restaurant-level long-lived assets.

Deferred Financing Costs

Deferred financing costs are capitalized and amortized, utilizing the effective interest method, as a component of interest expense over the terms of the respective financing arrangements. See Note 8 for further discussion.

Book Overdraft

Book overdraft liabilities are included within accounts payable in our accompanying Combined Consolidated Balance Sheets. As of January 31, 2024 and 2023, our book overdraft liability was \$367 and \$1,627, respectively. We classify changes in book overdraft balances as a financing activity in our accompanying Combined Consolidated Statements of Cash Flows.

Loss Contingencies

We routinely assess loss contingencies to develop estimates of likelihood of loss and range of possible settlement. We accrue those loss contingencies that are deemed to be probable, and for which the amount of expected loss is reasonably estimable. We do not record liabilities for losses we believe are only reasonably possible to result in an adverse outcome. See Note 14 for further discussion.

Revenue Recognition

Company-operated restaurants revenue is recognized upon the sale of food or beverage to a customer in the restaurant, which is when our obligation to perform is satisfied.

Franchised restaurants and other revenue includes royalties, franchise fees and rent revenue. Royalties from franchised restaurants are based on a percentage of net sales of the franchised restaurant and are recognized as earned. Royalties are typically billed and paid monthly and are usually 4% to 5% per restaurant. Franchise development and commitment fees are deferred when received, allocated to each agreed upon restaurant, and recognized as revenue over the contractual term of each respective franchise agreement, once the restaurant has opened. Initial franchise fees, training fees, renewal fees and transfer fees are recognized as revenue over the contractual term of the franchise agreements, once the restaurant has opened. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective or when an existing agreement is transferred to another franchisee. These franchise fees are considered highly dependent upon and interrelated with the franchise right granted in the franchise agreement. Further, franchise fees are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants, the franchised restaurants closing prior to the end of the contractual agreement or the franchised restaurants being acquired by the Company. Property revenues consist of rental income from properties we lease or sublease to franchisees. Property revenues are accounted for in accordance with applicable accounting guidance for leases (see Leases above). We present all revenue net of sales tax.

Franchise Operations and Credit Risk

Franchised restaurants and other expense includes rent and occupancy costs related to our franchised restaurants, amortization of franchise agreements, credit losses and other miscellaneous expenses directly related to our franchise operations. These costs are expensed as incurred.

Accounts receivable consists primarily of amounts due from franchisees for royalties, franchise fees and rent. In addition, we have notes and other receivables from certain of our franchisees. The financial condition of our franchisees is, in part, dependent upon the underlying business trends of our brand. This concentration of credit risk is mitigated, in part, by the large number of franchisees and the short-term nature of the receivables.

We record provisions for estimated losses on receivables when we believe our franchisees are unable to make their required payments. We cease accruing royalties and rent revenue from franchisees during the fiscal quarter in which we determine that collectibility of such amounts is not reasonably assured. There are a number of different actions we and/or our

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

franchisees may take to resolve or mitigate franchise collection issues. These actions may include a reduction or deferral of future royalties, a reduction or deferral of future rent for which we are the landlord or the primary obligor to the landlord, or if necessary, acquiring the restaurants or terminating the franchise agreement.

Advertising

Domestic Carl's Jr. restaurants contribute to a national advertising fund (the "Carl's Jr. Fund") that is administered by Manager. Domestic Hardee's restaurants contribute to Hardee's National Advertising Fund ("HNAF") that is administered by Manager and co-operative advertising funds that are administered by a third party (collectively, the "Hardee's Funds"), but consolidated by Manager since Manager is the primary beneficiary of the Hardee's Funds. Further, both international Carl's Jr. restaurants and Hardee's restaurants contribute to certain international advertising funds that are administered by Manager.

We expense advertising costs for company-operated restaurants' contributions to the Carl's Jr. Fund and the Hardee's Funds as company-operated restaurants revenue is earned since we are obligated to share ratably in the cost of the related advertising programs. The cost of local and incremental advertising that is not funded by the Carl's Jr. Fund or the Hardee's Funds is expensed as incurred.

Facility Action Charges

From time to time, we identify restaurants that have carrying values in excess of their fair values and, as a result, we may record impairment charges. We may also close or rebrand these or other restaurants and lease or sublease the restaurant property to a franchisee or to a business other than one of our restaurant concepts. The financial statement impact resulting from these and similar actions are recorded in our accompanying Combined Consolidated Statements of Income as facility action charges, net and include:

- (i) impairment of restaurant-level long-lived assets for restaurants to be disposed of or held and used;
- (ii) store closure costs, including rent, taxes, depreciation and other costs incurred for closing a store; and
- (iii) gain or loss on the sale of restaurants, including rebranding transactions.

Considerable management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, closure costs, expected sublease income and rebranding proceeds. Accordingly, actual results could vary significantly from our estimates.

(i) Impairment of Restaurant-Level Long-Lived Assets

Whenever events or circumstances indicate that the carrying value of assets may be impaired, we evaluate our restaurant-level long-lived assets for impairment. For purposes of impairment testing, assets are grouped at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities, which is generally the individual restaurant level for fixed assets, finance lease assets and operating lease assets. For each asset group, we evaluate whether there are indicators of impairment such as sequential annual cash flow losses or adverse changes in the physical condition or expected use of the asset group. When indicators of impairment exist, we evaluate whether the assets are recoverable by comparing the undiscounted future cash flows that we expect to generate from their use and disposal to their carrying value. Restaurant-level assets that are not deemed to be recoverable are written down to their estimated fair value, which is determined by assessing the highest and best use of the assets and the amounts that would be received for such assets in an orderly transaction between market participants.

Our impairment analyses rely upon a number of estimates, assumptions and measurements with significant Level 2 and Level 3 unobservable inputs (see Note 13), including estimates of future cash flows, assumptions of future same-store sales and projected operating expenses for each of our restaurants over their estimated remaining useful lives in order to evaluate recoverability and estimate fair value. Future cash flows are estimated based upon experience gained, current intentions about rebranding or closing restaurants, recent and expected sales trends, internal plans, the period of time since the restaurant was opened or remodeled, the maturity of the related market and other relevant information. We generally estimate the useful life of restaurants on owned property to be 20 to 40 years and estimate the useful life of restaurants subject to leases to range from the end of the lease term then in effect to the end of such lease term including option periods. If our future cash flows or same-store sales do not meet or exceed our forecasted levels, or if restaurant operating cost increases exceed our forecast and we are unable

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

to recover such costs through price increases, the carrying value of certain of our restaurants may prove to be unrecoverable, and we may incur additional impairment charges in the future.

(ii) Store Closure Costs

We typically make decisions to close restaurants based on prospects for estimated future profitability. However, sometimes we are forced to close restaurants due to circumstances beyond our control (e.g., a landlord's refusal to negotiate a new lease). When restaurants continue to perform poorly, we consider a number of factors, including the demographics of the location and the likelihood of being able to improve an unprofitable restaurant. Based on the operators' judgment and a financial review, we estimate the future cash flows. If we determine that the restaurant will not, within a reasonable period of time, operate at break-even cash flow or be profitable, and we are not contractually obligated to continue operating the restaurant, we may decide to close the restaurant.

(iii) Gain or Loss on the Sale of Restaurants, Including Refranchising Transactions

We record gains and losses on the sale of restaurants as the difference between the net proceeds received and net carrying values of the net assets of the restaurants sold. If we sublease a restaurant to a franchisee on terms that result in a probable loss, then we will establish a lease subsidy allowance and record a loss at the time we enter into the lease arrangement. As further described above, the amount of the estimated liability for the lease subsidy is the present value of our estimated future payments, net of the present value of the expected sublease income.

Contract Liabilities - Deferred Franchise Fees

The following table provides information about contract liabilities, specifically deferred franchise fees, received from contracts with customers:

	2024	2023
Deferred franchise fees, beginning of year	\$ 36,129	\$ 37,586
Revenue recognized during the period	(5,084)	(6,120)
New deferrals due to cash received	4,919	4,663
Deferred franchise fees, end of year	\$ 35,964	\$ 36,129

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

Fiscal:		
2025	\$	3,477
2026		3,016
2027		2,801
2028		2,665
2029		2,546
Thereafter		21,459
Total estimated future amortization income	\$	35,964

Deferred franchise fees are recorded in other current liabilities and other long-term liabilities in our accompanying Consolidated Balance Sheets as of January 31, 2024 and January 31, 2023, respectively.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Distributor Concentration Risk

We currently rely on a limited number of distributors to deliver food, packaging and supplies to our restaurants. Although we could use alternative distributors, an unforeseen change in distributor could cause a delay in receipt of food, packaging or supplies and possibly result in unfavorable costs and loss of sales.

Comprehensive Income

We did not have any items of other comprehensive income during fiscal 2024 and 2023.

Reclassification

Certain prior year amounts in the accompanying Combined Consolidated Statements of Income have been reclassified in order to be comparable with the current year classification. These consist of the reclassification for the year ended January 31, 2023 of certain workers compensation expense of \$2,846 from Payroll and other employee benefits to Occupancy and other expense. This reclassification did not arise as a result of any changes to accounting policies and relate entirely to presentation with no effect on previously reported net income.

Subsequent Events

We have evaluated subsequent events through April 10, 2024, the date our Combined Consolidated Financial Statements were available to be issued and except as discussed in Note 8, have determined that no material subsequent events occurred after the balance sheet date.

NOTE 2 — ADOPTION OF NEW ACCOUNTING PRONOUNCEMENTS AND ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

New Accounting Standards Adopted

Credit Impairment

In June 2016, the Financial Accounting Standards Board (“FASB”) issued a standard that requires measurement and recognition of expected versus incurred credit losses for financial assets held, including trade receivables. The standard is effective for interim and annual reporting periods beginning after December 15, 2019 for public entities. For other entities, the standard is effective for interim and annual reporting periods beginning after December 15, 2022. The Company adopted this amendment during the first quarter of 2024. The adoption of this guidance did not have a material impact on our Combined Consolidated Financial Statements.

New Accounting Standards Not Yet Adopted

Income Tax Disclosures

In December 2023, the FASB issued guidance that enhances income tax disclosures including expanded qualitative effective tax rate reconciliation. The standard also requires annual disclosure of income taxes paid disaggregated by federal, state and foreign taxes. The standard is effective for annual reporting periods beginning after December 15, 2024 for public entities. For other entities, the standard is effective for annual reporting periods beginning after December 15, 2025. Early adoption of the guidance is permitted. We are currently evaluating the impact the adoption of this standard will have on our Combined Consolidated Financial Statements.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 3 — ACCOUNTS RECEIVABLE, NET

Accounts receivable, net, as of January 31, 2024 and 2023 consisted of the following:

	<u>2024</u>	<u>2023</u>
Trade receivables	\$ 21,364	\$ 20,671
Leases receivable	181	206
Notes receivable	2,096	1,372
Allowance for credit losses	(1,893)	(1,550)
Total accounts receivable, net	<u>\$ 21,748</u>	<u>\$ 20,699</u>

The following table summarizes the activity in the allowance for credit losses:

	<u>Fiscal 2024</u>	<u>Fiscal 2023</u>
Allowance for credit losses, beginning of year	\$ 1,550	\$ 2,734
Provision	1,316	799
Recoveries	(540)	(1,099)
Charge-offs	(433)	(884)
Allowance for credit losses, end of year	<u>\$ 1,893</u>	<u>\$ 1,550</u>

NOTE 4 — PROPERTY AND EQUIPMENT, NET

Property and equipment, net, consisted of the following as of January 31, 2024 and 2023:

	<u>Estimated Useful Life</u>	<u>2024</u>	<u>2023</u>
Land		\$ 191,712	\$ 194,610
Leasehold improvements	3-25 years	98,777	97,064
Buildings and improvements	3-40 years	189,373	189,040
Equipment, furniture and fixtures	3-8 years	108,475	89,836
Finance leases	5-33 years	18,174	9,264
		<u>606,511</u>	<u>579,814</u>
Less accumulated depreciation and amortization ⁽¹⁾		(252,618)	(229,926)
Total property and equipment, net		<u>\$ 353,893</u>	<u>\$ 349,888</u>

(1) The accumulated amortization related to finance leases was \$333 and \$1,375 as of January 31, 2024 and 2023, respectively.

Depreciation and amortization expense related to property and equipment for fiscal 2024 and 2023 was \$31,280 and \$30,537, respectively. Amortization of property under finance leases is included within depreciation and amortization expense.

During fiscal 2024 and 2023, we capitalized interest costs in the amounts of \$155 and \$274, respectively.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 5 — ACQUISITIONS AND REFRANCHISING ACTIVITY

CKE Restaurants Acquisition

During the year ended January 31, 2024, CKE Restaurants acquired nineteen Hardee's restaurants and one Carl's Jr. restaurant from franchisees and contributed these restaurants to the CKE Securitization Entities (the "CKE Restaurants Acquisition"). In connection with the acquisition of these restaurants, the CKE Securitization Entities recorded the following:

	Fiscal 2024
Net working capital	\$ 55
Property and equipment	12,281
Operating lease assets	5,048
Reacquired franchise rights	1,810
Operating leases	(5,048)
Finance leases	(10,708)
Net assets acquired and liabilities assumed	\$ 3,438

The resulting acquisitions result in no goodwill.

Refranchising Transaction

During fiscal 2024, CKE Restaurants sold one Hardee's restaurant and certain related inventory and fixed assets with a net book value of \$1,265. In connection with the sale of this restaurant, we received aggregate consideration of \$2,082, and recognized a net gain of \$817, which is included in facility action charges, net, in our accompanying Combined Consolidated Statements of Income. In connection with the refranchising transaction, the franchisee acquired real property and equipment related to the restaurant location.

NOTE 6 — INTANGIBLE ASSETS, NET

The table below presents our intangible assets as of January 31, 2024 and 2023:

		2024			2023		
		Weighted-Average Life (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization
Trademarks / tradenames	Indefinite	\$ 614,400	\$ —	\$ 614,400	\$ 614,400	\$ —	\$ 614,400
Franchise agreements	20	321,665	(160,157)	161,508	319,855	(143,300)	176,555
Favorable lease agreements	17	5,875	(4,245)	1,630	9,350	(7,275)	2,075
Total intangible assets		\$ 941,940	\$ (164,402)	\$ 777,538	\$ 943,605	\$ (150,575)	\$ 793,030

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Amortization expense related to these intangible assets for fiscal 2024 and 2023 was \$17,302 and \$17,132, respectively. Our future amortization expense related to these intangible assets is set forth as follows:

Fiscal:	
2025	\$ 16,785
2026	16,611
2027	16,532
2028	16,333
2029	16,273
Thereafter	80,604
Total estimated future amortization expense	<u>\$ 163,138</u>

NOTE 7 — OTHER CURRENT LIABILITIES

Other current liabilities as of January 31, 2024 and 2023 consisted of the following:

	<u>2024</u>	<u>2023</u>
Financing method sale-leaseback liability, current portion	\$ 11,287	\$ 10,170
Accrued interest	5,663	5,933
Deferred franchise and development fees	3,477	3,399
Salaries, wages and other benefits	3,231	3,484
Accrued property taxes	2,952	4,449
State sales tax	1,938	2,229
Utilities	1,004	1,028
Income taxes payable	545	368
Other accrued liabilities	4,956	4,256
Total other current liabilities	<u>\$ 35,053</u>	<u>\$ 35,316</u>

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 8 — LONG-TERM DEBT

Long-term debt as of January 31, 2024 and 2023 consisted of the following:

	<u>2024</u>	<u>2023</u>
Series 2018-1 Class A-2 Notes:		
Series 2018-1 Class A-2-II Notes	\$ 331,625	\$ 335,125
Series 2018-1 Class A-2-III Notes	236,875	239,375
Series 2020-1 Class A-2 Notes	388,000	392,000
Series 2021-1 Class A-2 Notes	175,500	177,300
Unamortized deferred financing costs on Senior Notes	(12,176)	(15,595)
Long-term debt	1,119,824	1,128,205
Less current portion	(11,800)	(11,800)
Long-term debt, less current portion	<u>\$ 1,108,024</u>	<u>\$ 1,116,405</u>

As of January 31, 2024, the aggregate maturities of our long-term debt, based on the anticipated repayment date and excluding the effects of amortization of the deferred financing costs on the Series 2018-1, Series 2020-1 Senior Notes and Series 2021-1 Senior Notes are as follows:

Fiscal:		
2025	\$	11,800
2026		336,425
2027		8,300
2028		380,300
2029		395,175
Thereafter		—
Total long-term debt	<u>\$</u>	<u>1,132,000</u>

Series 2018-1 Senior Notes, Series 2020-1 Senior Notes and Series 2021-1 Senior Notes

On June 20, 2018, we completed a company-wide refinancing transaction (the “Series 2018-1 Refinancing”). In connection with the Series 2018-1 Refinancing, the Co- Issuers, our indirect wholly-owned subsidiaries, issued an aggregate principal amount of \$1,000,000 Series 2018-1 Fixed Rate Senior Secured Notes, Class A-2, (“Series 2018-1 Class A-2 Notes”) and \$70,000 Series 2018-1 Class A-1 Variable Funding Senior Secured Notes (“Series 2018-1 Variable Funding Notes”, and together with the Series 2018-1 Class A-2 Notes, the “Series 2018-1 Senior Notes”). The indenture governing the Series 2018-1 Senior Notes (the “Indenture”) allows the Co-Issuers to issue additional series of notes in the future subject to certain conditions.

The Series 2018-1 Class A-2 Notes were issued in three tranches: (i) \$400,000 of Series 2018-1 4.250% Fixed Rate Senior Secured Notes, Class A-2-I, with an anticipated repayment date of June 2022; (ii) \$350,000 of Series 2018-1 4.959% Fixed Rate Senior Secured Notes, Class A-2-II, with an anticipated repayment date of June 2025; and (iii) \$250,000 of Series 2018-1 5.710% Fixed Rate Senior Secured Notes, Class A-2-III, with an anticipated repayment date of June 2028. The Series 2018-1 Class A-2 Notes have a legal final maturity date of June 2048. The Series 2018-1 Class A-2 Notes require scheduled quarterly principal payments of \$2,500 with the first principal payment due December 20, 2018. The interest payments for the Series 2018-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December.

The Series 2018-1 Variable Funding Notes provide for senior secured revolving facility loans, and subfacilities for swingline loans and letters of credit, in an aggregate amount of \$70,000. On October 26, 2022, the Series 2018-1 Variable Funding Notes were amended to extend the maturity date to September 2027, including options for renewal for two additional twelve-month terms (subject to certain conditions, including a minimum debt service coverage ratio). The Series 2018-1 Variable Funding Notes bear interest at a variable interest rate equal to (a) a commercial paper rate plus 3.00%, (b) the term SOFR rate plus 3.00% or (c) 2.00% plus the greater of (i) the Prime Rate, (ii) the Federal Funds rate plus 0.50%,

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

or (iii) term SOFR plus 1.00%. The actual interest rate incurred is determined by how the borrowings were funded by participating investors, but in any event, will fall under one of the three scenarios described above. The Series 2018-1 Variable Funding Notes require us to pay a commitment fee of 0.50% per annum for unused commitments and letter of credit fees of 3.00% per annum on our outstanding non-cash collateralized letters of credit. Interest and other fees on the Series 2018-1 Variable Funding Notes are due quarterly in arrears on the 20th day of each March, June, September and December. As of January 31, 2024, we had no outstanding loan borrowings, \$22,647 of outstanding letters of credit and remaining availability of \$47,353 under our Series 2018-1 Variable Funding Notes.

On December 21, 2020, we paid down the entire outstanding principal balance of our Series 2018-1 Class A-2-I Notes with the issuance of an aggregate principal amount of \$400,000 of Series 2020-1 3.981% Fixed Rate Senior Secured Notes, Class A-2 (the “Series 2020-1 Class A-2 Notes”). Our Series 2018-1 4.959% Fixed Rate Senior Secured Notes, Class A-2-II and Series 2018-1 5.710% Fixed Rate Senior Secured Notes, Class A-2-III remain outstanding. The Series 2020-1 Class A-2 Notes were issued pursuant to an amendment to the Indenture and have an anticipated repayment date of December 2027. The Series 2020-1 Class A-2 Notes have a legal final maturity date of December 2050. The Series 2020-1 Class A-2 Notes require scheduled quarterly principal payments of \$1,000 with the first principal payment due March 22, 2021. The interest payments for the Series 2020-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December.

On June 24, 2021, we issued an aggregate principal amount of \$180,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Class A-2 (the “Series 2021-1 Class A-2 Notes”, and together with the “Series 2020-1 Class A-2 Notes” and the remaining Series 2018-1 Class A-2 Notes, all of which remain outstanding, the “Class A-2 Notes” and, collectively with the Series 2018-1 Variable Funding Notes, the “Senior Notes”). The Series 2021-1 Class A-2 Notes were issued pursuant to an amendment to the Indenture and have an anticipated repayment date of June 2028. The Series 2021-1 Class A-2 Notes have a legal final maturity date of June 2051. The Series 2021-1 Class A-2 Notes require scheduled quarterly principal payments of \$450 with the first principal payment due September 20, 2021. The interest payments for the Series 2021-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December. The remaining outstanding tranches of the Series 2021-1 Class A-2 Notes, the Series 2020-1 Class A-2 Notes and the Series 2018-1 Class A-2 Notes collectively require quarterly principal payments of \$2,500.

The Senior Notes are secured by substantially all assets of the CKE Securitization Entities, but are not guaranteed by or secured with the assets of CKE or its other subsidiaries, including CKE Restaurants. The Indenture requires the CKE Securitization Entities to report and remit weekly cash flows of the CKE Securitization Entities to the trustee of the Senior Notes. The weekly cash flows are subject to a priority of payments that provides for the payment of funds to specific trust accounts for debt service and other specified purposes set forth in the Indenture. The amount of weekly cash flow, if any, that exceeds the amounts required by the priorities of payment is remitted to CKE Restaurants in the form of an equity distribution.

We expect to repay or refinance each tranche of the Class A-2 Notes at or before its respective anticipated repayment date. However, in the event that we do not repay any tranche of Class A-2 Notes in full by its anticipated repayment date, such tranche of the Class A-2 Notes would be subject to additional interest at an interest rate of at least 5% per annum, and principal payments on all outstanding Senior Notes would accelerate until the debt is paid in full. If certain conditions are met, including a maximum leverage ratio for the CKE Securitization Entities of 5.0x of total net indebtedness to net cash flow, each as defined in the Indenture, we may elect not to make the scheduled principal payments on the Class A-2 Notes. We may optionally prepay up to 35% of the original principal amount of each tranche of the Series 2018-1 Class A-2 Notes (but not the Series 2020-1 Class A-2 Notes or the Series 2021-1 Class A-2 Notes) at any time at par, other than with proceeds from indebtedness. Generally, any optional (and certain mandatory) prepayments in excess of such amount would be subject to a make-whole premium as defined in the Indenture. Beginning eighteen months prior to the anticipated repayment date for the Series 2018-1 Class A-2-II Notes, thirty months prior to the anticipated repayment date for the Series 2018-1 Class A-2-III Notes, thirty-six months prior to the anticipated repayment date for the Series 2020-1 Class A-2 Notes and forty-two months prior to the anticipated repayment date for the Series 2021-1 Class A-2 Notes, we may repay all or a portion of the remaining principal amount of such applicable tranche of Class A-2 Notes at par.

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) required actions to perfect the security interest in certain collateral upon the occurrence of certain performance-related events, (ii) application of certain disposition proceeds as note prepayments, subject to certain exceptions, (iii) maintenance of specified reserve accounts, (iv) maintenance of certain debt service coverage ratios, (v) mandatory prepayments with indemnification payments for defective or ineffective collateral, and (vi) covenants relating to record

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

keeping, access to information and similar matters. If certain covenants or restrictions are not satisfied or complied with, the Senior Notes are subject to accelerated repayment events and events of default. Although management does not anticipate an event of default, if any such event occurred and was not cured within any applicable cure period, the unpaid amounts outstanding could become immediately due and payable.

In connection with the amendment of the 2018-1 Variable Funding Notes in fiscal year 2023, we incurred debt issuance costs of \$861 which were capitalized. These deferred financing costs will be amortized using the effective interest method over the expected term of the 2018-1 Variable Funding Notes.

In the first quarter of fiscal 2025, the Co-Issuers issued an aggregate principal amount of \$350,000 of Series 2024-1 7.253% Fixed Rate Senior Secured Notes, Class A-2 (the "Series 2024-1 Class A-2 Term Notes"). The Series 2024-1 Class A-2 Term Notes have an anticipated repayment date of March 2031 and a legal final maturity date of March 2054. The Series 2024-1 Class A-2 Term Notes require scheduled quarterly principal payments of \$875 with the first principal payment due June 20, 2024. The interest payments for the Series 2024-1 Class A-2 Term Notes are due quarterly in arrears on the 20th day of each March, June, September and December. A portion of the proceeds of the issuance of the Series 2024-1 Class A-2 Term Notes were used to repay the Series 2018-1 Class A-2-II Term Notes in full, including accrued interest.

Interest Expense

Interest expense consisted of the following:

	Fiscal 2024	Fiscal 2023
Series 2018-1 Class A-2 Notes	\$ 30,013	\$ 30,364
Series 2020-1 Class A-2 Notes	15,466	15,643
Series 2021-1 Class A-2 Notes	5,034	5,092
Amortization of deferred financing costs	3,419	3,352
Finance leases	1,318	1,302
Financing method sale-leaseback obligations (see Note 10)	5,793	6,276
Letter of credit fees, commitment fees and other	820	723
Total interest expense	<u>\$ 61,863</u>	<u>\$ 62,752</u>

NOTE 9 — LEASES

We occupy land and buildings under lease agreements expiring on various dates through fiscal 2046. Many leases provide for future rent escalations and renewal options. In addition, variable lease payments such as a percentage of sales in excess of specified levels, is often required. Most leases obligate us to pay costs of maintenance, insurance and property taxes.

Company as Lessor

We lease and sublease land and buildings to others, primarily as a result of the franchising of certain restaurants. Many of these leases provide for fixed payments, while others provide for variable rent when sales exceed certain levels or for rent based on a percentage of sales. Lessees and sublessees generally bear the cost of maintenance, insurance and property taxes. The carrying values of assets leased to others as of January 31, 2024 and 2023 are as follows:

	2024	2023
Land	\$ 104,028	\$ 118,052
Leasehold improvements	3,916	8,147
Buildings and improvements	68,563	86,423
	<u>176,507</u>	<u>212,622</u>
Less accumulated depreciation and amortization	(57,231)	(71,465)
Total assets leased to others	<u>\$ 119,276</u>	<u>\$ 141,157</u>

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The components of lease income for January 31, 2024 and 2023 are as follows:

	<u>2024</u>	<u>2023</u>
Rent revenue:		
Minimum rent revenue	\$ 87,594	\$ 91,482
Variable lease revenue	6,334	6,622
Total rent revenue	<u>\$ 93,928</u>	<u>\$ 98,104</u>

We sublease to others some of our property under finance leases. These assets are recorded as lease receivables and are included in accounts receivable, net and other assets, net in our accompanying Combined Consolidated Balance Sheet. As of January 31, 2024, future minimum lease and sublease rent revenue expected to be received, are as follows:

	<u>Finance Leases</u>	<u>Operating Leases</u>	
	<u>Subleases</u>	<u>Subleases</u>	<u>Owned Properties</u>
Fiscal:			
2025	\$ 246	\$ 77,732	\$ 7,595
2026	245	69,733	8,191
2027	213	60,351	8,202
2028	190	52,474	7,853
2029	97	41,874	7,129
Thereafter	202	119,002	45,439
Total future minimum lease and sublease rent revenue	1,193	<u>\$ 421,166</u>	<u>\$ 84,409</u>
Unearned interest income	(229)		
Present value of leases receivable	964		
Less current portion	(180)		
Leases receivable, less current portion	<u>\$ 784</u>		

Company as Lessee

The components of lease cost for January 31, 2024 and 2023 are as follows:

	<u>Fiscal 2024</u>	<u>Fiscal 2023</u>
Finance lease cost:		
Amortization of finance lease assets	\$ 1,596	\$ 2,432
Interest on finance lease liabilities	1,572	1,302
Variable lease cost	2	155
Total finance lease cost	<u>3,170</u>	<u>3,889</u>
Operating lease cost	85,267	84,890
Variable lease cost	1,229	1,135
Total operating lease cost	<u>86,496</u>	<u>86,025</u>
Total lease cost	<u>\$ 89,666</u>	<u>\$ 89,914</u>

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Minimum lease payments for all leases and the present value of minimum lease payments for operating and finance leases as of January 31, 2024 are as follows:

	Finance Leases		Operating Leases	
	Company- Operated	Franchise & Other	Company- Operated	Franchise & Other
Fiscal:				
2025	\$ 1,573	\$ 1,501	\$ 15,730	\$ 67,153
2026	1,629	1,426	14,906	59,669
2027	1,658	1,358	13,995	50,431
2028	1,672	1,302	12,851	42,140
2029	1,684	1,161	11,193	31,607
Thereafter	16,147	5,032	49,311	86,809
Total minimum lease payments	24,363	11,780	117,986	337,809
Less amount representing interest	(8,010)	(3,249)	(12,640)	(29,702)
Present value of minimum lease payments	16,353	8,531	105,346	308,107
Less current portion	(634)	(881)	(13,375)	(60,398)
Lease obligations, less current portion	<u>\$ 15,719</u>	<u>\$ 7,650</u>	<u>\$ 91,971</u>	<u>\$ 247,709</u>

Net rent under non-cancelable operating leases was as follows:

	Fiscal 2024	Fiscal 2023
Rent revenue:		
Minimum rent revenue	\$ 87,594	\$ 91,482
Variable rent revenue	6,334	6,622
Total rent revenue	<u>93,928</u>	<u>98,104</u>
Rent expense:		
Operating lease cost	(85,267)	(84,890)
Variable lease cost	(1,229)	(1,135)
Total operating lease cost	<u>(86,496)</u>	<u>(86,025)</u>
Net rent income	<u>\$ 7,432</u>	<u>\$ 12,079</u>

Lease Term and Discount Rate as of January 31,

Weighted-average remaining lease term:

	2024	2023
Finance leases	12.11 years	10.19 years
Operating leases	7.61 years	7.83 years

Weighted-average discount rate:

	2024	2023
Finance leases	6.5 %	8.1 %
Operating leases	2.4 %	1.8 %

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 10 — SALE-LEASEBACK TRANSACTIONS

For all of our 126 restaurant property financing method sale-leaseback transactions, whether assumed by or completed by the CKE Securitization Entities, the initial minimum lease terms are 20 years and include renewal options. The leases also include provisions that provide us with the ability to repurchase the properties, which for accounting purposes, prevents sale recognition as the leased properties are real estate, and we have concluded that no two real estate assets are substantially the same.

Under the financing method, the sales proceeds received are recorded in other current liabilities and other long-term liabilities until our continuing involvement with the properties is terminated, and the associated properties are reported as owned assets and depreciated over their remaining useful lives. Rent payments for these leases are recorded as principal and interest. The net book value of the associated assets, which is included in property and equipment, net of accumulated depreciation and amortization, in our accompanying Combined Consolidated Balance Sheets was \$115,805 and \$117,126 as of January 31, 2024 and 2023, respectively.

During fiscal 2023, the lease agreements for two of our restaurant properties were terminated. As we no longer have involvement in the properties, we recognized a net gain of \$1,160 associated with the write-off of the assets and liabilities. The net gain is included in facility action charges, net in our accompanying Combined Consolidated Statement of Income for fiscal 2023.

Closing costs and other fees related to sale-leaseback transactions are treated as deferred financing costs, which are recorded as a reduction to the liability balance and amortized to interest expense over the initial minimum lease term.

As of January 31, 2024, our future minimum lease commitments for our financing method sale-leaseback obligations are as follows:

Fiscal:	
2025.....	\$ 16,202
2026.....	16,212
2027.....	16,410
2028.....	17,250
2029.....	17,813
Thereafter.....	<u>66,043</u>
Total minimum lease payments.....	149,930
Less amount representing interest.....	(32,652)
Residual property obligation ⁽¹⁾ , deferred financing costs and deferred sales proceeds.....	<u>102,346</u>
Financing method sale-leaseback liability.....	219,624
Less current portion.....	<u>(11,287)</u>
Financing method sale-leaseback liability, less current portion.....	<u>\$ 208,337</u>

(1) Although we have legally transferred title of the sale-leaseback properties, we have included an obligation to convey, for accounting purposes, the sale-leaseback assets at the end of the primary lease term. This obligation was established in acquisition accounting and based on the estimated residual value of the sale-leaseback assets at the end of the primary lease term.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 11 — OTHER LONG-TERM LIABILITIES

Other long-term liabilities as of January 31, 2024 and 2023 consisted of the following:

	2024	2023
Financing method sale-leaseback liability, long-term portion	\$ 208,337	\$ 219,707
Deferred franchise and development fees	32,487	32,730
Deferred beverage income	5,721	3,645
Unfavorable lease agreements	4,132	6,320
Other	124	108
Total other long-term liabilities	<u>\$ 250,801</u>	<u>\$ 262,510</u>

NOTE 12 — MEMBERS' DEFICIT

During fiscal 2024 and 2023, the CKE Securitization Entities received capital contributions of \$35,679 and \$45,394, respectively, consisting principally of property and equipment and assets associated with the CKE Restaurants Acquisition (see Note 5). During fiscal 2024 and 2023, the CKE Securitization Entities paid total cash distributions of \$133,746 and \$139,428, respectively, to members.

NOTE 13 — FAIR VALUE OF FINANCIAL INSTRUMENTS

The following table presents information on our financial instruments as of January 31, 2024 and 2023:

	2024		2023	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Financial liabilities:				
Series 2018-1 Class A-2-II Notes	\$ 329,928	\$ 315,044	\$ 332,363	\$ 319,515
Series 2018-1 Class A-2-III Notes	234,366	222,070	236,353	227,945
Series 2020-1 Class A-2 Notes	382,905	344,350	385,688	346,802
Series 2021-1 Class A-2 Notes	172,625	146,543	173,801	146,485

The fair value of cash and cash equivalents and restricted cash and cash equivalents each approximate their respective carrying amounts due to the short maturity of the balances. The carrying amounts of notes receivable, net (both current and non-current) of related allowance for credit losses approximate fair value. The estimated fair value of our borrowings under the Series 2018-1 Variable Funding Notes approximates the carrying value due to the expected short maturity of the borrowings. The estimated fair values of our borrowings under the Series 2018-1, Series 2020-1 and Series 2021-1 Class A-2 Notes were determined by obtaining estimated market prices from an investment banking firm as of the balance sheet dates.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Entities are required to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value based on the following fair value hierarchy:

Level 1 - Quoted prices in active markets for identical assets or liabilities;

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Our non-financial long-lived assets, including intangible assets and property and equipment, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on a periodic basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, we assess our long-lived assets for impairment. When impairment has occurred, such long-lived assets are written down to fair value. See Note 16 for further information regarding impairment charges.

The following table presents long-lived assets measured at fair value on a non-recurring basis during fiscal 2024:

	Fair Value Measurements	Impairment Charges
Assets to be disposed of (Level 2) ⁽¹⁾	\$ —	\$ 3,311
Assets to be held and used (Level 3) ⁽²⁾	\$ —	\$ 1,044

(1) Represents the impairment of long-lived assets including property & equipment, net and operating lease assets for multiple domestic company-operated closed restaurants.

(2) Represents impairment recorded for two underperforming domestic company-operated restaurants.

The following table presents long-lived assets measured at fair value on a non-recurring basis during fiscal 2023:

	Fair Value Measurements	Impairment Charges
Assets to be disposed of (Level 2) ⁽¹⁾	\$ —	\$ 2,483
Assets to be held and used (Level 3) ⁽²⁾	\$ —	\$ 444

(1) Represents the impairment of long-lived assets including property & equipment, net and operating lease assets for multiple domestic company-operated closed restaurants.

(2) Represents impairment recorded for two underperforming domestic company-operated restaurants.

NOTE 14 — COMMITMENTS AND CONTINGENT LIABILITIES

Lease Commitments

Many of the restaurants we have sold to franchisees are on leased sites, and we have entered into sublease agreements with these franchisees but remained principally liable for the lease obligations. We account for the sublease payments received as rent revenue in franchised restaurants and other revenue, and the payments on the leases as rent expense in franchised restaurants and other expense, in our accompanying Combined Consolidated Statements of Income. As of January 31, 2024, the nominal value of the lease obligations under the remaining master leases' primary terms is \$422,539.

Letters of Credit

Pursuant to our Series 2018-1 Variable Funding Notes, we may borrow up to \$70,000 for senior secured revolving facility loans, swingline loans and letters of credit (see Note 8). As of January 31, 2024, we had several standby letters of credit outstanding under our Series 2018-1 Variable Funding Notes totaling \$22,647, expiring at various dates through October 2024. The outstanding letters of credit consist of a \$13,100 letter of credit for benefit of the holders of the Senior Notes as an interest

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

reserve as required by the Series 2021-1 Indenture and letters of credit of \$9,547, which primarily secure our potential workers' compensation, general liability and auto liability obligations.

Unconditional Purchase Obligations

As of January 31, 2024, we had unconditional purchase obligations in the amount of \$54,516, which consisted primarily of contracts for goods and services related to restaurant operations. Our unconditional purchase obligations for fiscal 2025, 2026, 2027, 2028 and 2029 are estimated to be \$51,179, \$937, \$937, \$937 and \$526, respectively.

Litigation

We are currently involved in legal disputes related to employment, franchising, real estate and other business matters. We intend to vigorously defend against all claims in these lawsuits, and are unable to predict the ultimate outcome of these actions. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

We accrue those loss contingencies that are deemed to be probable, and for which the amount of expected loss is reasonably estimable. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and/or the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated or unrelated to possible outcomes, and as such may not be meaningful indicators of our potential liability or financial exposure. We regularly review contingencies to determine the adequacy of our accruals and related disclosures. The ultimate amount of loss may differ from these estimates.

NOTE 15 — FRANCHISE OPERATIONS

Franchised restaurants and other revenue consisted of the following:

	Fiscal 2024	Fiscal 2023
Royalties	\$ 190,123	\$ 182,353
Rent and other occupancy	97,506	102,358
Franchise fees	5,084	6,120
Total franchised restaurants and other revenue	<u>\$ 292,713</u>	<u>\$ 290,831</u>

Franchised restaurants and other expense consisted of the following:

	Fiscal 2024	Fiscal 2023
Rent and other occupancy	\$ 75,723	\$ 74,326
Amortization of franchise agreements	16,857	16,857
Other	1,046	(177)
Total franchised restaurants and other expense	<u>\$ 93,626</u>	<u>\$ 91,006</u>

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 16 — FACILITY ACTION CHARGES, NET

The components of facility action charges, net, are as follows:

	<u>Fiscal 2024</u>	<u>Fiscal 2023</u>
Impairment of assets to be disposed of	\$ 3,311	\$ 2,483
Closed store expenses	2,148	194
Impairment of assets to be held and used	1,044	444
(Gain) loss on disposal of other property and equipment	(3,503)	512
Gain on refranchising transaction	(817)	—
Gain on early termination of lease agreement associated with a financing method sale-leaseback restaurant property (see Note 10)	—	(1,160)
Other losses, net	—	1,116
Total facility action charges, net	<u>\$ 2,183</u>	<u>\$ 3,589</u>

Impairment charges recorded against property and equipment of 4,355 and \$2,927 were recognized in facility action charges, net in fiscal 2024 and 2023, respectively.

NOTE 17 — EMPLOYEE RETIREMENT PLAN

We and CKE Restaurants sponsor a contributory plan (“401(k) Plan”) to provide retirement benefits under the provisions of Section 401(k) of the Internal Revenue Code (“IRC”). Participants may elect to contribute a portion of their annual salaries on a pre-tax basis to the 401(k) Plan, subject to the maximum contribution allowed by the IRC. During fiscal 2024 and 2023, our matching contributions to the 401(k) Plan were \$113 and \$94, respectively.

NOTE 18 — RELATED PARTY TRANSACTIONS

Transactions with CKE Restaurants and its Subsidiaries

The CKE Securitization Entities have a management agreement with CKE Restaurants (the “Management Agreement”), pursuant to which CKE Restaurants, as Manager, is required to manage and service the assets of the CKE Securitization Entities in accordance with the terms set forth in the Management Agreement. The primary responsibilities of Manager are to administer collections on behalf of the CKE Securitization Entities, and to perform certain activities pertaining to franchising, marketing, real estate management, intellectual property matters, operations and reporting on behalf of the CKE Securitization Entities. The CKE Securitization Entities are obligated to pay Manager a management fee using a formula provided within the Management Agreement, which is calculated using a base fee of \$15,000 per annum and a variable fee based upon retained collections for the last four quarterly collection periods, subject to certain adjustments, including annual increases for inflation. During fiscal 2024 and 2023, the CKE Securitization Entities incurred management fee expenses of \$49,252 and \$49,271, respectively, which are included in general and administrative expense in our accompanying Combined Consolidated Statements of Income.

In late fiscal 2019, CKE Restaurants completed the purchase of all remaining non-controlling interests in a joint venture in Shanghai, China. These restaurants paid royalties and franchise fees to us on the same terms and conditions as our other franchisees. During fiscal 2023, total revenue generated from the Shanghai business was \$91, which is included in franchised restaurants and other revenue in our accompanying Combined Consolidated Statements of Income. During fiscal year ended January 31, 2023, CKE Restaurants closed all restaurants operated in Shanghai, China.

As of January 31, 2024, we had outstanding receivables from affiliates of \$425 and payables to affiliates of \$1,989. As of January 31, 2023, we had outstanding receivables from affiliates of \$539 and payables to affiliates of \$5,077.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 19 — INCOME TAXES

For fiscal 2024 and 2023, income tax expense consisted of current foreign taxes of \$5,914 and \$4,826, respectively.

As a direct result of our corporate structure and the Securitization Transaction, the CKE Securitization Entities are each a limited liability company that is disregarded as an entity separate from its indirect owners, CKE and CKE Restaurants, for federal and state income tax purposes, and are not jointly and severally liable for any income taxes owed by the parent corporate entities. Further, no tax sharing agreement exists, or is expected to exist, between the CKE Securitization Entities and their indirect parent companies that would require the CKE Securitization Entities to directly or indirectly reimburse their indirect parent companies for taxes related to the operations of the CKE Securitization Entities.

NOTE 20 — SUPPLEMENTAL CASH FLOW INFORMATION

	Fiscal 2024	Fiscal 2023
Cash paid for:		
Interest, net of amounts capitalized	\$ 59,155	\$ 60,073
Income taxes	5,737	5,053
Non-cash activities:		
Operating lease assets obtained in exchange for new operating lease liabilities	65,562	46,212
Contributed property and equipment ⁽¹⁾	28,511	45,394
Contributed other assets ⁽¹⁾	3,730	—
Contributed assets for the CKE Restaurants Acquisition (see Note 5) ⁽¹⁾	3,438	—

(1) Contributed property and equipment, contributed other assets and contributed assets for the CKE Restaurants Acquisition represent assets purchased by CKE Restaurants and certain of its wholly owned subsidiaries on behalf of the CKE Securitization Entities pursuant to the Management Agreement. For accounting purposes, these purchases are treated as non-cash contributions to the CKE Securitization Entities.

SUPPLEMENTAL SCHEDULE

**THE CKE SECURITIZATION ENTITIES
COMBINING CONSOLIDATING BALANCE SHEET
(In thousands)**

January 31, 2024

	Carl's Jr. Restaurants LLC	Carl's Jr. Funding LLC	Carl's Jr. SPV Guarantor LLC	Hardee's Restaurants LLC	Hardee's Funding LLC	Hardee's SPV Guarantor LLC	Eliminations	The CKE Securitization Entities
ASSETS								
Current assets:								
Cash and cash equivalents	\$ 2,117	\$ 3,996	\$ —	\$ 3,685	\$ 2,542	\$ —	\$ —	\$ 12,340
Cash and cash equivalents - restricted	—	15,942	—	—	—	—	—	15,942
Accounts receivable, net	11,160	—	—	10,588	—	—	—	21,748
Due from affiliates	11,625	20,328	—	56,241	238	—	(88,007)	425
Inventories	559	—	—	2,293	—	—	—	2,852
Prepaid expenses	112	22	—	314	22	—	—	470
Other current assets	79	—	—	—	—	—	—	79
Total current assets	25,652	40,288	—	73,121	2,802	—	(88,007)	53,856
Property and equipment, net	83,156	—	—	270,737	—	—	—	353,893
Operating lease assets	304,577	—	—	91,121	—	—	—	395,698
Intangible assets, net	378,456	—	—	399,082	—	—	—	777,538
Other assets, net	16,259	—	—	15,599	—	—	—	31,858
Total assets	<u>\$ 808,100</u>	<u>\$ 40,288</u>	<u>\$ —</u>	<u>\$ 849,660</u>	<u>\$ 2,802</u>	<u>\$ —</u>	<u>\$ (88,007)</u>	<u>\$ 1,612,843</u>
LIABILITIES AND MEMBERS' DEFICIT								
Current liabilities:								
Current portion of long-term debt	\$ —	\$ 5,900	\$ —	\$ —	\$ 5,900	\$ —	\$ —	\$ 11,800
Current portion of finance leases	698	—	—	817	—	—	—	1,515
Current portion of operating leases	57,919	—	—	15,854	—	—	—	73,773
Accounts payable	2,676	—	—	1,791	—	—	—	4,467
Due to affiliates	658	57,049	—	5,579	26,710	—	(88,007)	1,989
Other current liabilities	9,737	2,847	—	19,637	2,832	—	—	35,053
Total current liabilities	71,688	65,796	—	43,678	35,442	—	(88,007)	128,597
Long-term debt, less current portion	—	554,012	—	—	554,012	—	—	1,108,024
Finance leases, less current portion	6,663	—	—	16,706	—	—	—	23,369
Operating leases, less current portion	259,057	—	—	80,623	—	—	—	339,680
Other long-term liabilities	66,746	(1)	—	184,056	—	—	—	250,801
Total liabilities	404,154	619,807	—	325,063	589,454	—	(88,007)	1,850,471
Members' equity (deficit):								
Members' equity (deficit)	403,946	(579,519)	—	524,597	(586,652)	—	—	(237,628)
Total liabilities and members' deficit	<u>\$ 808,100</u>	<u>\$ 40,288</u>	<u>\$ —</u>	<u>\$ 849,660</u>	<u>\$ 2,802</u>	<u>\$ —</u>	<u>\$ (88,007)</u>	<u>\$ 1,612,843</u>

SUPPLEMENTAL SCHEDULE

**THE CKE SECURITIZATION ENTITIES
COMBINING CONSOLIDATING BALANCE SHEET
(In thousands)**

January 31, 2023

	Carl's Jr. Restaurants LLC	Carl's Jr. Funding LLC	Carl's Jr. SPV Guarantor LLC	Hardee's Restaurants LLC	Hardee's Funding LLC	Hardee's SPV Guarantor LLC	Eliminations	The CKE Securitization Entities
ASSETS								
Current assets:								
Cash and cash equivalents	\$ 1,627	\$ 1,161	\$ —	\$ 3,555	\$ 977	\$ —	\$ —	\$ 7,320
Cash and cash equivalents - restricted	—	16,053	—	—	—	—	—	16,053
Accounts receivable, net	10,663	—	—	10,036	—	—	—	20,699
Due from affiliates	6,860	20,696	—	52,060	215	—	(79,292)	539
Inventories	562	—	—	2,411	—	—	—	2,973
Prepaid expenses	—	16	—	137	20	—	—	173
Other current assets	83	—	—	—	—	—	—	83
Total current assets	19,795	37,926	—	68,199	1,212	—	(79,292)	47,840
Property and equipment, net	83,427	—	—	266,461	—	—	—	349,888
Operating lease assets	317,666	—	—	93,790	—	—	—	411,456
Intangible assets, net	384,915	—	—	408,115	—	—	—	793,030
Other assets, net	13,000	—	—	15,810	—	—	—	28,810
Total assets	<u>\$ 818,803</u>	<u>\$ 37,926</u>	<u>\$ —</u>	<u>\$ 852,375</u>	<u>\$ 1,212</u>	<u>\$ —</u>	<u>\$ (79,292)</u>	<u>\$ 1,631,024</u>
LIABILITIES AND MEMBERS' DEFICIT								
Current liabilities:								
Current portion of long-term debt	\$ —	\$ 5,900	\$ —	\$ —	\$ 5,900	\$ —	\$ —	\$ 11,800
Current portion of finance leases	627	—	—	641	—	—	—	1,268
Current portion of operating leases	59,930	—	—	16,312	—	—	—	76,242
Accounts payable	2,849	—	—	3,358	—	—	—	6,207
Due to affiliates	(564)	55,477	—	3,779	25,677	—	(79,292)	5,077
Other current liabilities	10,931	2,982	—	18,435	2,968	—	—	35,316
Total current liabilities	73,773	64,359	—	42,525	34,545	—	(79,292)	135,910
Long-term debt, less current portion	—	558,203	—	—	558,202	—	—	1,116,405
Finance leases, less current portion	5,269	—	—	9,159	—	—	—	14,428
Operating leases, less current portion	269,290	—	—	80,987	—	—	—	350,277
Other long-term liabilities	68,431	(1)	—	194,080	—	—	—	262,510
Total liabilities	416,763	622,561	—	326,751	592,747	—	(79,292)	1,879,530
Members' equity (deficit):								
Members' equity (deficit)	402,040	(584,635)	—	525,624	(591,535)	—	—	(248,506)
Total liabilities and members' deficit	<u>\$ 818,803</u>	<u>\$ 37,926</u>	<u>\$ —</u>	<u>\$ 852,375</u>	<u>\$ 1,212</u>	<u>\$ —</u>	<u>\$ (79,292)</u>	<u>\$ 1,631,024</u>

SUPPLEMENTAL SCHEDULE

THE CKE SECURITIZATION ENTITIES
COMBINING CONSOLIDATING STATEMENT OF OPERATIONS
(In thousands)

	Fiscal 2024							
	Carl's Jr. Restaurants LLC	Carl's Jr. Funding LLC	Carl's Jr. SPV Guarantor LLC	Hardee's Restaurants LLC	Hardee's Funding LLC	Hardee's SPV Guarantor LLC	Eliminations	The CKE Securitization Entities
Revenue:								
Company-operated restaurants	\$ 112,928	\$ —	\$ —	\$ 255,914	\$ —	\$ —	\$ —	\$ 368,842
Franchised restaurants and other	175,402	5,643	—	117,311	12,594	—	(18,237)	292,713
Total revenue	288,330	5,643	—	373,225	12,594	—	(18,237)	661,555
Operating costs and expenses:								
Company-operated restaurants:								
Food and packaging	28,645	—	—	69,234	—	—	—	97,879
Payroll and other employee benefits	34,371	—	—	88,269	—	—	—	122,640
Occupancy and other	36,600	—	—	86,253	—	—	(18,237)	104,616
Total company-operated restaurants	99,616	—	—	243,756	—	—	(18,237)	325,135
Franchised restaurants and other	68,884	—	—	24,742	—	—	—	93,626
Advertising	6,889	—	—	13,837	—	—	—	20,726
General and administrative	(2,038)	24,442	—	213	25,336	—	—	47,953
Facility action charges, net	(1,128)	—	—	3,311	—	—	—	2,183
Total operating costs and expenses	172,223	24,442	—	285,859	25,336	—	(18,237)	489,623
Operating income (loss)	116,107	(18,799)	—	87,366	(12,742)	—	—	171,932
Interest expense	(1,460)	(27,431)	—	(5,652)	(27,320)	—	—	(61,863)
Other income (loss), net	3,589	112,499	61,153	406	81,860	36,915	(291,632)	4,790
Income (loss) before income taxes	118,236	66,269	61,153	82,120	41,798	36,915	(291,632)	114,859
Income tax expense	4,453	—	—	1,461	—	—	—	5,914
Net income (loss)	\$ 113,783	\$ 66,269	\$ 61,153	\$ 80,659	\$ 41,798	\$ 36,915	\$ (291,632)	\$ 108,945

SUPPLEMENTAL SCHEDULE

THE CKE SECURITIZATION ENTITIES
COMBINING CONSOLIDATING STATEMENT OF OPERATIONS
(In thousands)

	Fiscal 2023							
	Carl's Jr. Restaurants LLC	Carl's Jr. Funding LLC	Carl's Jr. SPV Guarantor LLC	Hardee's Restaurants LLC	Hardee's Funding LLC	Hardee's SPV Guarantor LLC	Eliminations	The CKE Securitization Entities
Revenue:								
Company-operated restaurants	\$ 111,433	\$ —	\$ —	\$ 242,820	\$ —	\$ —	\$ —	\$ 354,253
Franchised restaurants and other	168,244	5,579	—	122,587	11,835	—	(17,414)	290,831
Total revenue	279,677	5,579	—	365,407	11,835	—	(17,414)	645,084
Operating costs and expenses:								
Company-operated restaurants:								
Food and packaging	28,226	—	—	70,215	—	—	—	98,441
Payroll and other employee benefits	32,897	—	—	80,466	—	—	—	113,363
Occupancy and other	35,240	—	—	82,317	—	—	(17,414)	100,143
Total company-operated restaurants	96,363	—	—	232,998	—	—	(17,414)	311,947
Franchised restaurants and other	66,917	—	—	24,089	—	—	—	91,006
Advertising	6,774	—	—	12,502	—	—	—	19,276
General and administrative	6,694	23,462	1	(724)	26,515	—	—	55,948
Facility action charges, net	526	—	—	3,063	—	—	—	3,589
Total operating costs and expenses	177,274	23,462	1	271,928	26,515	—	(17,414)	481,766
Operating income (loss)	102,403	(17,883)	(1)	93,479	(14,680)	—	—	163,318
Interest expense	(1,557)	(27,649)	—	(6,021)	(27,525)	—	—	(62,752)
Other income (loss), net	1,131	96,478	60,645	690	80,449	33,389	(270,725)	2,057
Income (loss) before income taxes	101,977	50,946	60,644	88,148	38,244	33,389	(270,725)	102,623
Income tax expense	3,282	—	—	1,544	—	—	—	4,826
Net income (loss)	\$ 98,695	\$ 50,946	\$ 60,644	\$ 86,604	\$ 38,244	\$ 33,389	\$ (270,725)	\$ 97,797



Carl's Jr. SPV Guarantor LLC and subsidiaries, and
Hardee's SPV Guarantor LLC and subsidiaries
(the "CKE Securitization Entities")

Combined Consolidated Financial Statements
for the fiscal years ended January 30, 2023 and January 31, 2022

(With Independent Auditors' Report Thereon)



KPMG LLP
1201 Demonbreun Street
Suite 1100
Nashville, TN 37203

Independent Auditors' Report

Managing Member
Carl's Jr. SPV Guarantor LLC and Hardee's SPV Guarantor LLC:

Opinion

We have audited the combined consolidated financial statements of Carl's Jr. SPV Guarantor LLC and its subsidiaries, and Hardee's SPV Guarantor LLC and its subsidiaries (the Company), which comprise the combined consolidated balance sheets as of January 30, 2023 and January 31, 2022, and the related combined consolidated statements of income, members' deficit, and cash flows for each of the fiscal years then ended, and the related notes to the combined consolidated financial statements.

In our opinion, the accompanying combined consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 30, 2023 and January 31, 2022, and the results of its operations and its cash flows for each of the fiscal years then ended in accordance with U.S. generally accepted accounting principles.

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 Auditors' Responsibilities for the Audit of the Combined Consolidated 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.

Emphasis of Matter

As discussed in Note 9 to the combined consolidated financial statements, in fiscal 2023, the Company adopted new accounting guidance to account for leases in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Combined Consolidated Financial Statements

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

In preparing the combined consolidated 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 combined consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Combined Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the combined consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 made by a reasonable user based on the combined consolidated 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 combined consolidated 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 combined consolidated 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 combined consolidated 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.

Other Information

Management is responsible for the other information included in the supplemental schedules. The other information comprises the combining consolidating balance sheets and combining consolidating statements of operations included in the supplemental schedules, but does not include the combined consolidated financial statements and our auditors' report thereon. Our opinion on the combined consolidated financial statements does not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the combined consolidated financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the combined consolidated financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

KPMG LLP

Nashville, Tennessee
April 4, 2023

THE CKE SECURITIZATION ENTITIES
COMBINED CONSOLIDATED BALANCE SHEETS
(In thousands)

	January 31, 2023	January 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 7,320	\$ 32,543
Cash and cash equivalents - restricted	16,053	16,059
Accounts receivable, net	20,699	21,689
Due from affiliates	539	3,658
Inventories	2,973	3,130
Prepaid expenses	173	8,873
Other current assets	83	24
Total current assets	47,840	85,976
Property and equipment, net	349,888	341,885
Operating lease assets	411,456	—
Intangible assets, net	793,030	843,235
Other assets, net	28,810	26,167
Total assets	\$ 1,631,024	\$ 1,297,263
LIABILITIES AND MEMBERS' DEFICIT		
Current liabilities:		
Current portion of long-term debt	\$ 11,800	\$ 11,800
Current portion of finance leases	1,268	1,466
Current portion of operating leases	76,242	—
Accounts payable	6,207	7,294
Due to affiliates	5,077	3,885
Other current liabilities	35,316	56,932
Total current liabilities	135,910	81,377
Long-term debt, less current portion	1,116,405	1,125,714
Finance leases, less current portion	14,428	15,163
Operating leases, less current portion	350,277	—
Other long-term liabilities	262,510	326,826
Total liabilities	1,879,530	1,549,080
Commitments and contingencies (Notes 8, 9, 10 and 14)		
Members' deficit:		
Members' deficit	(248,506)	(251,817)
Total liabilities and members' deficit	\$ 1,631,024	\$ 1,297,263

See Accompanying Notes to Combined Consolidated Financial Statements

THE CKE SECURITIZATION ENTITIES
COMBINED CONSOLIDATED STATEMENTS OF INCOME
(In thousands)

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Revenue:		
Company-operated restaurants	\$ 354,253	\$ 355,917
Franchised restaurants and other	290,831	290,427
Total revenue	<u>645,084</u>	<u>646,344</u>
Operating costs and expenses:		
Company-operated restaurants:		
Food and packaging	98,441	100,578
Payroll and other employee benefits	116,209	110,526
Occupancy and other	97,297	87,585
Total company-operated restaurants	<u>311,947</u>	<u>298,689</u>
Franchised restaurants and other	91,006	95,648
Advertising	19,276	19,404
General and administrative	55,948	63,348
Facility action charges, net	3,589	(2,953)
Total operating costs and expenses	<u>481,766</u>	<u>474,136</u>
Operating income	163,318	172,208
Interest expense	(62,752)	(63,236)
Other income, net	2,057	839
Income before income taxes	102,623	109,811
Income tax expense	4,826	4,012
Net income	<u>\$ 97,797</u>	<u>\$ 105,799</u>

See Accompanying Notes to Combined Consolidated Financial Statements

THE CKE SECURITIZATION ENTITIES
COMBINED CONSOLIDATED STATEMENTS OF MEMBERS' DEFICIT
(In thousands)

	Members' Deficit
Balance as of January 31, 2021	\$ (57,815)
Capital contributions	23,793
Distributions to members	(323,594)
Net income	105,799
Balance as of January 31, 2022	(251,817)
Capital contributions	45,394
Distributions to members	(139,428)
Net income	97,797
Cumulative effect of change in accounting principle (Note 9)	(452)
Balance as of January 31, 2023	\$ (248,506)

See Accompanying Notes to Combined Consolidated Financial Statements

THE CKE SECURITIZATION ENTITIES
COMBINED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Cash flows from operating activities:		
Net income	\$ 97,797	\$ 105,799
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	44,580	41,482
Amortization of deferred financing costs	3,352	3,092
Gain on early termination of lease agreement associated with a financing method sale-leaseback restaurant property	(1,285)	(262)
Loss (gain) on disposal of other property and equipment	512	(6,486)
Provision for losses on impairments, accounts receivable and other items, net	318	2,040
Net changes in operating assets and liabilities:		
Receivables, inventories, prepaid expenses and other current and non-current assets	4,247	14,273
Accounts payable and other current and long-term liabilities	(13,013)	(19,926)
Operating lease assets and liabilities, net	511	—
Net cash provided by operating activities	<u>137,019</u>	<u>140,012</u>
Cash flows from investing activities:		
Proceeds from sale of other property and equipment	1,957	25,341
Other investing activities	215	190
Net cash provided by investing activities	<u>2,172</u>	<u>25,531</u>
Cash flows from financing activities:		
Net change in book overdraft	(1,952)	2,565
Repayments of Class A-2 Notes	(11,800)	(10,900)
Issuance of Series 2021-1 Class A-2 Notes	—	180,000
Payment for deferred financing costs of Series 2018-1 VFN Notes	(861)	—
Payment for deferred financing costs of Series 2021-1 Class A-2 Notes	—	(4,275)
Repayments of finance leases	(1,231)	(1,367)
Repayments of financing method sale-leaseback obligations	(8,836)	(7,688)
Proceeds from financing method sale-leaseback transactions	—	14,537
Distributions to members	(139,428)	(323,594)
Net advances from affiliates	(312)	(324)
Net cash used in financing activities	<u>(164,420)</u>	<u>(151,046)</u>
Net (decrease) increase in cash and cash equivalents	(25,229)	14,497
Cash, cash equivalents and restricted cash at beginning of period	48,602	34,105
Cash, cash equivalents and restricted cash at end of period	<u>\$ 23,373</u>	<u>\$ 48,602</u>

See Accompanying Notes to Combined Consolidated Financial Statements

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands)

NOTE 1 — ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Description of Business

Carl’s Jr. Restaurants LLC and Hardee’s Restaurants LLC own, operate and franchise the Carl’s Jr.[®], Hardee’s[®], Green Burrito[®] and Red Burrito[®] concepts. Domestic Carl’s Jr. restaurants are predominantly located in the Western United States, primarily in California. International Carl’s Jr. restaurants are located primarily in Mexico, with a growing presence in the rest of Latin America, Asia and Europe. Domestic Hardee’s restaurants are predominantly located throughout the Southeastern and Midwestern United States. International Hardee’s restaurants have an established and growing presence in the Middle East and Central Asia. The Green Burrito concept is located in dual-branded Carl’s Jr. restaurants. The Red Burrito concept is located in dual-branded Hardee’s restaurants. As of January 31, 2023, our system-wide restaurant portfolio consisted of:

Company-operated	243
Domestic franchised	2,532
International franchised ⁽¹⁾	1,049
Total restaurants	<u>3,824</u>

(1) As of July 7, 2022, we ceased providing any and all services to our master franchisee for the country of Russia. Our master franchisee has one franchised and sixteen subfranchised restaurants in Russia. Additionally, we have ceased collecting any royalties or fees of any type from the operation of these locations and do not approve or authorize additional locations.

Basis of Presentation and Fiscal Year

These Combined Consolidated Financial Statements include the combined accounts of Carl’s Jr. SPV Guarantor LLC and its consolidated subsidiaries, consisting of Carl’s Jr. Funding LLC and Carl’s Jr. Restaurants LLC, and Hardee’s SPV Guarantor LLC and its consolidated subsidiaries, consisting of Hardee’s Funding LLC and Hardee’s Restaurants LLC (collectively, the “CKE Securitization Entities”). The indirect corporate parent of Carl’s Jr. SPV Guarantor LLC and Hardee’s SPV Guarantor LLC is CKE Restaurants, and the indirect corporate parent of CKE Restaurants is CKE Holding Corporation (“CKE”). All of the CKE Securitization Entities are limited liability companies established on January 30, 2013 and were organized in the state of Delaware. The CKE Securitization Entities are special purpose, bankruptcy remote entities that hold substantially all of the restaurant businesses, franchising assets, real estate and other productive assets of CKE Restaurants and its subsidiaries. CKE Restaurants, together with certain other non-securitization entities, acts as the manager (“Manager”) by managing and servicing the assets, performing certain franchising, marketing, real estate, intellectual property and operating and reporting services on behalf of the CKE Securitization Entities. References to “we”, “us”, “our” and the “Company” may relate to any or all of the CKE Securitization Entities, as may be applicable, but do not relate to CKE or CKE Restaurants.

The CKE Securitization Entities were formed in connection with a contemplated financing (the “Securitization Transaction”), which was completed on April 1, 2013. In conjunction with the Securitization Transaction, Carl’s Jr. Funding LLC and Hardee’s Funding LLC (collectively, the “Co-Issuers”) issued \$1,050,000 Series 2013-1 4.474% Class A-2 Senior Secured Notes with an anticipated repayment date of March 2020 and a legal final maturity date of March 2043 (the “Class A-2 Notes”) and \$100,000 Series 2013-1 Variable Funding Class A-1 Senior Secured Notes due September 2018 (the “Variable Funding Notes” and together with the Class A-2 Notes, the “Senior Notes”). In June 2018, the Senior Notes were refinanced. In December 2020, the Series 2018-1 Class A-2-I Notes were refinanced. In June 2021, the Co-Issuers issued \$180,000 Series 2021-1 Class A-2 Notes. See Note 8 for further discussion.

These Combined Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”). All significant intercompany balances and transactions are eliminated in combination and consolidation.

We operate on a retail accounting calendar, ending on the last Monday in January. For clarity of presentation, we generally label all years presented as if the fiscal year ended January 31. The fiscal year ended January 30, 2023 is referred to herein as fiscal 2023 or the fiscal year ended January 31, 2023. The fiscal year ended January 31, 2022 is referred to herein as

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

fiscal 2022 or the fiscal year ended January 31, 2022. The first quarter of our fiscal year has four periods, or 16 weeks. All other quarters generally have three periods, or 12 weeks. Fiscal 2022 contains 53 weeks, whereby the one additional week is included in the fourth quarter.

Our restaurant sales, and therefore our profitability, are subject to seasonal fluctuations and are traditionally higher during the spring and summer months because of factors such as increased travel during school vacations and improved weather conditions, which affect the public's dining habits.

COVID-19 and Inflation

The global crisis resulting from the spread of the novel coronavirus ("COVID-19") impacted restaurant operations throughout the CKE system for the years ended January 31, 2023 and 2022, though the impact in the current year was less significant than the prior year.

During the years ended January 31, 2023 and 2022, substantially all domestic restaurants remained open, some with limited operations, such as drive-thru, takeout and delivery (where applicable) and reduced hours of operation. During the year ended January 31, 2023, our international franchised restaurants have experienced less significant impacts from prolonged closures as a result of the COVID-19 and governmental authorities measures put in place. We expect local conditions to continue to dictate limitations on restaurant operations, capacity and hours of operation. COVID-19 has also contributed to labor challenges, which in some regions resulted in reduced operating hours at select restaurants.

Inflationary pressures on labor and commodity price increases directly impacted our results of operation during the year ended January 31, 2023. We attempt to manage any inflationary costs and commodity price increases through selective menu price increases and changes in product mix. Competitive pressures, consumer spending levels and other factors may limit our ability to recover such costs increases in the future.

Variable Interest Entities

We do not maintain ownership interests in our franchisees, and none of our assets serve as collateral for the creditors of our franchisees. Under the terms of their franchise agreements, franchise entities hold the power to direct the activities that most significantly impact their economic performance. As a result, we do not consider ourselves the primary beneficiary of any franchise entity that might be a variable interest entity.

Estimations

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Our most significant areas of estimation are:

- estimation of future cash flows used to assess the recoverability of long-lived assets, including intangible assets, finance lease assets and operating lease assets;
- determination of appropriate estimated liabilities for loss contingencies;
- determination of appropriate assumptions to use in evaluating leases for finance versus operating lease treatment, establishing depreciable lives for leasehold improvements and establishing straight-line rent expense periods; and
- estimation of the appropriate allowances associated with franchise and other receivables.

Cash and Cash Equivalents

For purposes of reporting cash and cash equivalents, highly liquid investments purchased with original maturities of three months or less are considered cash equivalents.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents of \$16,053 and \$16,059 as of January 31, 2023 and 2022, respectively, consisted of cash and cash equivalents that are held by the trustee of our Senior Notes (as defined in Note 8) to be used for debt service payments on our Series 2018-1, Series 2020-1 and Series 2021-1 Senior Notes.

Inventories

Inventories are stated at the lower of cost (on a first-in, first-out basis) or net realizable value and consist primarily of restaurant food, packaging and supplies.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method based on the assets' estimated useful lives, which generally range from three to 40 years.

Leasehold improvements are amortized on a straight-line basis over the shorter of the estimated useful lives of the assets or the related lease terms. The amortization period for leasehold improvements includes renewal option periods only in instances in which the exercise of the renewal option is reasonably certain at the acquisition date because failure to exercise such option would result in an economic penalty.

We capitalize direct costs and interest costs associated with construction projects that have a future benefit. If we subsequently make a determination that a site for which development costs have been capitalized will not be acquired or developed, any previously capitalized development costs are expensed and included in general and administrative expenses.

Leases

We transitioned to Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 842, "Leases" ("ASC 842"), from ASC Topic 840, "Leases" (the "Previous Standard") on February 1, 2022. Our Consolidated Financial Statements reflect the application of ASC 842 guidance beginning in 2023, while our Consolidated Financial Statements for the prior period were prepared under the guidance of the Previous Standard. See Note 9, *Leases*, for further information about our transition to this new lease guidance on a modified retrospective basis using the effective date transition method.

Lessor Accounting

We recognize lease payments for operating leases as property revenue on a straight-line basis over the lease term. We recognize variable lease payment income for operating leases in the period when changes in facts and circumstances on which the variable lease payments are based occur. We recognize variable lease payment income for operating and financing leases in the period when changes in facts and circumstances on which the variable lease payments are based occur.

Lessee Accounting

In accordance with ASC 842, in leases where we are the lessee, we recognize an operating lease asset and lease liability at lease commencement, which are measured by discounting lease payments using the estimated risk free rate as the discount rate. We made an accounting policy election to use the risk-free rate as our discount rate to determine the initial and subsequent measurement of operating lease liabilities under Accounting Standards Update 2021-09, "Leases (Topic): Discount Rate for Lessees that Are Not Public Business Entities." Subsequent amortization of the operating lease asset and accretion of the lease liability for an operating lease is recognized as a single lease cost, on a straight-line basis, over the lease term. Reductions to the operating lease asset and the change in the lease liability are included in changes in operating lease assets and liabilities, net in the Combined Consolidated Statement of Cash Flows.

Under the Previous Standard, we did not recognize assets and liabilities for the rights and obligations created by operating leases and recorded rental expense for operating leases on a straight-line basis over the lease term.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

A finance lease asset is depreciated on a straight-line basis over the lesser of the useful life of the leased asset or lease term. Interest on each finance lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Operating lease and finance lease assets are assessed for impairment in accordance with our long-lived asset impairment policy.

We reassess lease classification and remeasure assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate contract or upon certain other events that require reassessment in accordance with ASC 842. We recognize variable lease cost for operating and finance leases in the period when changes in facts and circumstances on which the variable lease payments are based occur.

Intangible Assets

Our indefinite-lived intangible assets consist of trademarks / tradenames. We test trademarks / tradenames for impairment on an annual basis or more frequently if events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. We first assess qualitative factors to determine whether it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying amount. If we conclude that it is more likely than not that the indefinite-lived intangible asset is impaired, we then perform a quantitative test to determine whether the carrying amount is less than the fair value of the indefinite-lived intangible asset and measure the amount of impairment, if any.

Our definite-lived intangible assets consist of franchise agreements and favorable lease agreements and are amortized on a straight-line basis over their estimated useful lives. Our definite-lived intangible assets are tested for impairment when events or circumstances indicate the carrying value may be impaired. Refer to discussion of facility action charges for a discussion of impairment of restaurant-level long-lived assets.

Deferred Financing Costs

Deferred financing costs are capitalized and amortized, utilizing the effective interest method, as a component of interest expense over the terms of the respective financing arrangements. See Note 8 for further discussion.

Book Overdraft

Book overdraft liabilities are included within accounts payable in our accompanying Combined Consolidated Balance Sheets. As of January 31, 2023 and 2022, our book overdraft liability was \$1,627 and \$3,579, respectively. We classify changes in book overdraft balances as a financing activity in our accompanying Combined Consolidated Statements of Cash Flows.

Loss Contingencies

We routinely assess loss contingencies to develop estimates of likelihood of loss and range of possible settlement. We accrue those loss contingencies that are deemed to be probable, and for which the amount of expected loss is reasonably estimable. We do not record liabilities for losses we believe are only reasonably possible to result in an adverse outcome. See Note 14 for further discussion.

Revenue Recognition

Company-operated restaurants revenue is recognized upon the sale of food or beverage to a customer in the restaurant, which is when our obligation to perform is satisfied.

Franchised restaurants and other revenue includes royalties, franchise fees and rent revenue. Royalties from franchised restaurants are based on a percentage of net sales of the franchised restaurant and are recognized as earned. Royalties are typically billed and paid monthly and are usually 4% to 5% per restaurant. Franchise development and commitment fees are deferred when received, allocated to each agreed upon restaurant, and recognized as revenue over the contractual term of each respective franchise agreement, once the restaurant has opened. Initial franchise fees, training fees, renewal fees and transfer fees are recognized as revenue over the contractual term of the franchise agreements, once the restaurant has opened. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective or when an existing agreement is transferred to another franchisee. These franchise fees are considered highly dependent upon and interrelated with the franchise right granted in the franchise agreement. Further, franchise fees are forfeited and recognized as revenue upon the termination of

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

the related commitments to open new franchised restaurants, the franchised restaurants closing prior to the end of the contractual agreement or the franchised restaurants being acquired by the Company. Property revenues consist of rental income from properties we lease or sublease to franchisees. Property revenues are accounted for in accordance with applicable accounting guidance for leases (see Leases above). We present all revenue net of sales tax.

Franchise Operations and Credit Risk

Franchised restaurants and other expense includes rent and occupancy costs related to our franchised restaurants, amortization of franchise agreements, provision for bad debts and other miscellaneous expenses directly related to our franchise operations. These costs are expensed as incurred.

Accounts receivable consists primarily of amounts due from franchisees for royalties, franchise fees and rent. In addition, we have notes and other receivables from certain of our franchisees. The financial condition of our franchisees is, in part, dependent upon the underlying business trends of our brand. This concentration of credit risk is mitigated, in part, by the large number of franchisees and the short-term nature of the receivables.

We record provisions for estimated losses on receivables when we believe our franchisees are unable to make their required payments. We cease accruing royalties and rent revenue from franchisees during the fiscal quarter in which we determine that collectibility of such amounts is not reasonably assured. There are a number of different actions we and/or our franchisees may take to resolve or mitigate franchise collection issues. These actions may include a reduction or deferral of future royalties, a reduction or deferral of future rent for which we are the landlord or the primary obligor to the landlord, or if necessary, acquiring the restaurants or terminating the franchise agreement.

Advertising

Domestic Carl's Jr. restaurants contribute to a co-operative advertising fund (the "Carl's Jr. Fund") that is administered by Manager. Domestic Hardee's restaurants contribute to Hardee's National Advertising Fund ("HNAF") that is administered by Manager and co-operative advertising funds that are administered by a third party (collectively, the "Hardee's Funds"), but consolidated by Manager since Manager is the primary beneficiary of the Hardee's Funds. Further, both international Carl's Jr. restaurants and Hardee's restaurants contribute to certain international advertising funds that are administered by Manager.

We expense advertising costs for company-operated restaurants' contributions to the Carl's Jr. Fund and the Hardee's Funds as company-operated restaurants revenue is earned since we are obligated to share ratably in the cost of the related advertising programs. The cost of local and incremental advertising that is not funded by the Carl's Jr. Fund or the Hardee's Funds is expensed as incurred.

Facility Action Charges

From time to time, we identify restaurants that have carrying values in excess of their fair values and, as a result, we may record impairment charges. We may also close or rebrand these or other restaurants and lease or sublease the restaurant property to a franchisee or to a business other than one of our restaurant concepts. The financial statement impact resulting from these and similar actions are recorded in our accompanying Combined Consolidated Statements of Income as facility action charges, net and include:

- (i) impairment of restaurant-level long-lived assets for restaurants to be disposed of or held and used;
- (ii) store closure costs, including subleasing of closed facilities at amounts below our primary lease obligations; and
- (iii) gain or loss on the sale of restaurants, including rebranding transactions.

Considerable management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, closure costs, expected sublease income and rebranding proceeds. Accordingly, actual results could vary significantly from our estimates.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(i) Impairment of Restaurant-Level Long-Lived Assets

Whenever events or circumstances indicate that the carrying value of assets may be impaired, we evaluate our restaurant-level long-lived assets for impairment. For purposes of impairment testing, assets are grouped at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities, which is generally the individual restaurant level for fixed assets, finance lease assets and operating lease assets. For each asset group, we evaluate whether there are indicators of impairment such as sequential annual cash flow losses or adverse changes in the physical condition or expected use of the asset group. When indicators of impairment exist, we evaluate whether the assets are recoverable by comparing the undiscounted future cash flows that we expect to generate from their use and disposal to their carrying value. Restaurant-level assets that are not deemed to be recoverable are written down to their estimated fair value, which is determined by assessing the highest and best use of the assets and the amounts that would be received for such assets in an orderly transaction between market participants.

Our impairment analyses rely upon a number of estimates, assumptions and measurements with significant Level 2 and Level 3 unobservable inputs (see Note 13), including estimates of future cash flows, assumptions of future same-store sales and projected operating expenses for each of our restaurants over their estimated remaining useful lives in order to evaluate recoverability and estimate fair value. Future cash flows are estimated based upon experience gained, current intentions about refranchising or closing restaurants, recent and expected sales trends, internal plans, the period of time since the restaurant was opened or remodeled, the maturity of the related market and other relevant information. We generally estimate the useful life of restaurants on owned property to be 20 to 40 years and estimate the useful life of restaurants subject to leases to range from the end of the lease term then in effect to the end of such lease term including option periods. If our future cash flows or same-store sales do not meet or exceed our forecasted levels, or if restaurant operating cost increases exceed our forecast and we are unable to recover such costs through price increases, the carrying value of certain of our restaurants may prove to be unrecoverable, and we may incur additional impairment charges in the future.

(ii) Store Closure Costs

We typically make decisions to close restaurants based on prospects for estimated future profitability. However, sometimes we are forced to close restaurants due to circumstances beyond our control (e.g., a landlord's refusal to negotiate a new lease). When restaurants continue to perform poorly, we consider a number of factors, including the demographics of the location and the likelihood of being able to improve an unprofitable restaurant. Based on the operators' judgment and a financial review, we estimate the future cash flows. If we determine that the restaurant will not, within a reasonable period of time, operate at break-even cash flow or be profitable, and we are not contractually obligated to continue operating the restaurant, we may decide to close the restaurant.

The estimated liability for closed restaurants is based on the future lease payments and other contractual obligations for such properties until the lease has been abated. The amount of the estimated liability established is the present value of these estimated future payments, net of the present value of estimated sublease income. The interest rate used to calculate the present value of these liabilities is based on an estimated credit-adjusted risk-free rate at the time the liability is established. With the adoption of ASC 842 during fiscal year 2023, this estimated liability is no longer recorded as the entire operating lease liability is recorded in the Consolidated Balance Sheet.

(iii) Gain or Loss on the Sale of Restaurants, Including Refranchising Transactions

We record gains and losses on the sale of restaurants as the difference between the net proceeds received and net carrying values of the net assets of the restaurants sold. If we sublease a restaurant to a franchisee on terms that result in a probable loss, then we will establish a lease subsidy allowance and record a loss at the time we enter into the lease arrangement. As further described above, the amount of the estimated liability for the lease subsidy is the present value of our estimated future payments, net of the present value of the expected sublease income.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Contract Liabilities - Deferred Franchise Fees

The following table provides information about contract liabilities, specifically deferred franchise fees, received from contracts with customers:

	<u>2023</u>	<u>2022</u>
Deferred franchise fees, beginning of year	\$ 37,586	\$ 38,049
Revenue recognized during the period	(6,120)	(4,211)
New deferrals due to cash received	4,663	3,748
Deferred franchise fees, end of year	<u>\$ 36,129</u>	<u>\$ 37,586</u>

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

Fiscal:		
2024	\$	3,399
2025		2,954
2026		2,806
2027		2,598
2028		2,467
Thereafter		21,905
Total estimated future amortization income	<u>\$</u>	<u>36,129</u>

Deferred franchise fees are recorded in other current liabilities and other long-term liabilities in our accompanying Consolidated Balance Sheets as of January 31, 2023 and January 31, 2022, respectively.

Distributor Concentration Risk

We currently rely on a limited number of distributors to deliver food, packaging and supplies to our restaurants. Although we could use alternative distributors, an unforeseen change in distributor could cause a delay in receipt of food, packaging or supplies and possibly result in unfavorable costs and loss of sales.

Comprehensive Income

We did not have any items of other comprehensive income during fiscal 2023 and 2022.

Subsequent Events

We have evaluated subsequent events through April 4, 2023, the date our Combined Consolidated Financial Statements were available to be issued. We concluded that no additional subsequent events required disclosure in these financial statements.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 2 — ADOPTION OF NEW ACCOUNTING PRONOUNCEMENTS AND ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

New Accounting Standards Adopted

Leases

In February 2016, the FASB issued new authoritative guidance for leases. We adopted this new guidance on February 1, 2022. See Note 9, *Leases*, for further information about our transition to this new lease accounting standard.

Income Tax Simplification

In December 2019, the FASB issued Accounting Standards Update 2019-12, "Income Taxes (Topic 740)(ASU 2019-12)", which provides final guidance that simplifies the accounting for income taxes by eliminating certain exceptions to the guidance in ASC 740 related to the approach for intra-period tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences among other changes. For non-public business entities, the amendments in this update are effective for fiscal years beginning after December 15, 2021. Early adoption of this guidance is permitted. The Company adopted this guidance on February 1, 2022 on a prospective basis, and adoption of this guidance had no material impact to the Combined Consolidated Financial Statements.

New Accounting Standards Not Yet Adopted

Credit Impairment

In June 2016, the FASB issued a standard that requires measurement and recognition of expected versus incurred credit losses for financial assets held. The standard is effective for interim and annual reporting periods beginning after December 15, 2019 for public entities. For other entities, the standard is effective for interim and annual reporting periods beginning after December 15, 2022. Early adoption of this guidance is permitted. We are currently evaluating the impact the adoption of this standard will have on our Combined Consolidated Financial Statements.

NOTE 3 — ACCOUNTS RECEIVABLE, NET

Accounts receivable, net, as of January 31, 2023 and 2022 consisted of the following:

	2023	2022
Trade receivables	\$ 20,671	\$ 22,170
Leases receivable	206	189
Notes receivable	1,372	2,064
Allowance for doubtful accounts	(1,550)	(2,734)
Total accounts receivable, net	<u>\$ 20,699</u>	<u>\$ 21,689</u>

The following table summarizes the activity in the allowance for doubtful accounts:

	Fiscal 2023	Fiscal 2022
Allowance for doubtful accounts, beginning of year	\$ 2,734	\$ 4,104
Provision	799	268
Recoveries	(1,099)	(1,521)
Charge-offs	(884)	(117)
Allowance for doubtful accounts, end of year	<u>\$ 1,550</u>	<u>\$ 2,734</u>

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 4 — PROPERTY AND EQUIPMENT, NET

Property and equipment, net, consisted of the following as of January 31, 2023 and 2022:

	Estimated Useful Life	2023	2022
Land		\$ 194,610	\$ 198,266
Leasehold improvements	3-25 years	97,064	76,734
Buildings and improvements	3-40 years	189,040	174,364
Equipment, furniture and fixtures	3-8 years	89,836	86,875
Finance leases	5-33 years	9,264	21,528
		<u>579,814</u>	<u>557,767</u>
Less accumulated depreciation and amortization ⁽¹⁾		<u>(229,926)</u>	<u>(215,882)</u>
Total property and equipment, net		<u>\$ 349,888</u>	<u>\$ 341,885</u>

(1) The accumulated amortization related to finance leases was \$1,375 and \$12,032 as of January 31, 2023 and 2022, respectively.

Depreciation and amortization expense related to property and equipment for fiscal 2023 and 2022 was \$30,537 and \$24,781, respectively. Amortization of property under finance leases is included within depreciation and amortization expense.

During fiscal 2023 and 2022, we capitalized interest costs in the amounts of \$274 and \$73, respectively.

NOTE 5 — ACQUISITIONS

CKE Restaurants Acquisitions

On April 26, 2021, CKE Restaurants purchased three Hardee's restaurants from a franchisee. In connection with the acquisition of these restaurants, the CKE Securitization Entities recorded net working capital of \$31, property and equipment of \$96, and identifiable intangible assets of \$2,009.

NOTE 6 — INTANGIBLE ASSETS, NET

The table below presents our intangible assets as of January 31, 2023 and 2022:

		2023			2022		
		Weighted- Average Life (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization
Trademarks / tradenames	Indefinite	\$ 614,400	\$ —	\$ 614,400	\$ 614,400	\$ —	\$ 614,400
Franchise agreements	20	319,855	(143,300)	176,555	319,855	(126,444)	193,411
Favorable lease agreements ⁽¹⁾	14	9,350	(7,275)	2,075	94,592	(59,168)	35,424
Total intangible assets		<u>\$ 943,605</u>	<u>\$ (150,575)</u>	<u>\$ 793,030</u>	<u>\$1,028,847</u>	<u>\$ (185,612)</u>	<u>\$ 843,235</u>

(1) The decrease in favorable leases agreements primarily reflects the reclassification of favorable leases agreements where we are the lessee to operating lease assets in connection with our transition to ASC 842. See Note 9, *Leases*.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Amortization expense related to these intangible assets for fiscal 2023 and 2022 was \$17,132 and \$22,422, respectively. Our estimated future amortization expense related to these intangible assets is set forth as follows:

Fiscal:	
2024	\$ 16,674
2025	16,624
2026	16,447
2027	16,368
2028	15,026
Thereafter	97,491
Total estimated future amortization expense	<u>\$ 178,630</u>

NOTE 7 — OTHER CURRENT LIABILITIES

Other current liabilities as of January 31, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Financing method sale-leaseback liability, current portion	\$ 10,170	\$ 8,663
Accrued interest	5,933	6,132
Accrued property taxes	4,449	4,722
Deferred franchise and development fees	3,399	2,848
Salaries, wages and other benefits	3,484	6,434
State sales tax	2,229	1,907
Estimated liability for deferred rent, current portion and unearned rental income ⁽¹⁾	234	9,615
Estimated liability for litigation	—	10,872
Estimated liability for closed restaurants, current portion ⁽²⁾	—	2,192
Other accrued liabilities	5,418	3,547
Total other current liabilities	<u>\$ 35,316</u>	<u>\$ 56,932</u>

(1) The decrease in estimated liability for deferred rent, current portion and unearned rental income reflects the reclassification of deferred rent where we are the lessee in the underlying operating lease to the operating lease asset recorded for the underlying lease in connection with our transition to ASC 842. See Note 9, *Leases*.

(2) The decrease in estimated liability for closed restaurants, current portion reflects the classification of closed store reserve as an offset to the operating lease asset recorded for the underlying lease in connection with our transition to ASC 842. See Note 9, *Leases*.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 8 — LONG-TERM DEBT

Long-term debt as of January 31, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Series 2018-1 Class A-2 Notes:		
Series 2018-1 Class A-2-II Notes	\$ 335,125	\$ 338,625
Series 2018-1 Class A-2-III Notes	239,375	241,875
Series 2020-1 Class A-2 Notes	392,000	396,000
Series 2021-1 Class A-2 Notes	177,300	179,100
Unamortized deferred financing costs on Senior Notes	(15,595)	(18,086)
Long-term debt	<u>1,128,205</u>	<u>1,137,514</u>
Less current portion	(11,800)	(11,800)
Long-term debt, less current portion	<u>\$ 1,116,405</u>	<u>\$ 1,125,714</u>

As of January 31, 2023, the aggregate maturities of our long-term debt, based on the anticipated repayment date and excluding the effects of amortization of the deferred financing costs on the Series 2018-1, Series 2020-1 Senior Notes and Series 2021-1 Senior Notes are as follows:

Fiscal:	
2024	\$ 11,800
2025	11,800
2026	336,425
2027	8,300
2028	380,300
Thereafter	<u>395,175</u>
Total long-term debt	<u>\$ 1,143,800</u>

Series 2018-1 Senior Notes, Series 2020-1 Senior Notes and Series 2021-1 Senior Notes

On June 20, 2018, we completed a company-wide refinancing transaction (the “Series 2018-1 Refinancing”). In connection with the Series 2018-1 Refinancing, the Co-Issuers, our indirect wholly-owned subsidiaries, issued an aggregate principal amount of \$1,000,000 Series 2018-1 Fixed Rate Senior Secured Notes, Class A-2, (“Series 2018-1 Class A-2 Notes”) and \$70,000 Series 2018-1 Class A-1 Variable Funding Senior Secured Notes (“Series 2018-1 Variable Funding Notes”, and together with the Series 2018-1 Class A-2 Notes, the “Series 2018-1 Senior Notes”). The indenture governing the Series 2018-1 Senior Notes (the “Indenture”) allows the Co-Issuers to issue additional series of notes in the future subject to certain conditions.

The Series 2018-1 Class A-2 Notes were issued in three tranches: (i) \$400,000 of Series 2018-1 4.250% Fixed Rate Senior Secured Notes, Class A-2-I, with an anticipated repayment date of June 2022; (ii) \$350,000 of Series 2018-1 4.959% Fixed Rate Senior Secured Notes, Class A-2-II, with an anticipated repayment date of June 2025; and (iii) \$250,000 of Series 2018-1 5.710% Fixed Rate Senior Secured Notes, Class A-2-III, with an anticipated repayment date of June 2028. The Series 2018-1 Class A-2 Notes have a legal final maturity date of June 2048. The Series 2018-1 Class A-2 Notes require scheduled quarterly principal payments of \$2,500 with the first principal payment due December 20, 2018. The interest payments for the Series 2018-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December.

The Series 2018-1 Variable Funding Notes provide for senior secured revolving facility loans, and subfacilities for swingline loans and letters of credit, in an aggregate amount of \$70,000. On October 26, 2022, the Series 2018-1 Variable Funding Notes were amended to extend the maturity date to September 2027, including options for renewal for two additional twelve-month terms (subject to certain conditions, including a minimum debt service coverage ratio). The Series 2018-1

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Variable Funding Notes bear interest at a variable interest rate equal to (a) a commercial paper rate plus 3.00%, (b) the term SOFR rate plus 3.00% or (c) 2.00% plus the greater of (i) the Prime Rate, (ii) the Federal Funds rate plus 0.50%, or (iii) term SOFR plus 1.00%. The actual interest rate incurred is determined by how the borrowings were funded by participating investors, but in any event, will fall under one of the three scenarios described above. The Series 2018-1 Variable Funding Notes require us to pay a commitment fee of 0.50% per annum for unused commitments and letter of credit fees of 3.00% per annum on our outstanding non-cash collateralized letters of credit. Interest and other fees on the Series 2018-1 Variable Funding Notes are due quarterly in arrears on the 20th day of each March, June, September and December. As of January 31, 2023, we had no outstanding loan borrowings, \$24,223 of outstanding letters of credit and remaining availability of \$45,777 under our Series 2018-1 Variable Funding Notes.

On December 21, 2020, we paid down the entire outstanding principal balance of our Series 2018-1 Class A-2-I Notes with the issuance of an aggregate principal amount of \$400,000 of Series 2020-1 3.981% Fixed Rate Senior Secured Notes, Class A-2 (the "Series 2020-1 Class A-2 Notes"). Our Series 2018-1 4.959% Fixed Rate Senior Secured Notes, Class A-2-II and Series 2018-1 5.710% Fixed Rate Senior Secured Notes, Class A-2-III remain outstanding. The Series 2020-1 Class A-2 Notes were issued pursuant to an amendment to the Indenture and have an anticipated repayment date of December 2027. The Series 2020-1 Class A-2 Notes have a legal final maturity date of December 2050. The Series 2020-1 Class A-2 Notes require scheduled quarterly principal payments of \$1,000 with the first principal payment due March 22, 2021. The interest payments for the Series 2020-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December.

On June 24, 2021, we issued an aggregate principal amount of \$180,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Class A-2 (the "Series 2021-1 Class A-2 Notes", and together with the "Series 2020-1 Class A-2 Notes" and the remaining Series 2018-1 Class A-2 Notes, all of which remain outstanding, the "Class A-2 Notes" and, collectively with the Series 2018-1 Variable Funding Notes, the "Senior Notes"). The Series 2021-1 Class A-2 Notes were issued pursuant to an amendment to the Indenture and have an anticipated repayment date of June 2028. The Series 2021-1 Class A-2 Notes have a legal final maturity date of June 2051. The Series 2021-1 Class A-2 Notes require scheduled quarterly principal payments of \$450 with the first principal payment due September 20, 2021. The interest payments for the Series 2021-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December. The remaining outstanding tranches of the Series 2021-1 Class A-2 Notes, the Series 2020-1 Class A-2 Notes and the Series 2018-1 Class A-2 Notes collectively require quarterly principal payments of \$2,500.

The Senior Notes are secured by substantially all assets of the CKE Securitization Entities, but are not guaranteed by or secured with the assets of CKE or its other subsidiaries, including CKE Restaurants. The Indenture requires the CKE Securitization Entities to report and remit weekly cash flows of the CKE Securitization Entities to the trustee of the Senior Notes. The weekly cash flows are subject to a priority of payments that provides for the payment of funds to specific trust accounts for debt service and other specified purposes set forth in the Indenture. The amount of weekly cash flow, if any, that exceeds the amounts required by the priorities of payment is remitted to CKE Restaurants in the form of an equity distribution.

We expect to repay or refinance each tranche of the Class A-2 Notes at or before its respective anticipated repayment date. However, in the event that we do not repay any tranche of Class A-2 Notes in full by its anticipated repayment date, such tranche of the Class A-2 Notes would be subject to additional interest at an interest rate of at least 5% per annum, and principal payments on all outstanding Senior Notes would accelerate until the debt is paid in full. If certain conditions are met, including a maximum leverage ratio for the CKE Securitization Entities of 5.0x of total net indebtedness to net cash flow, each as defined in the Indenture, we may elect not to make the scheduled principal payments on the Class A-2 Notes. We may optionally prepay up to 35% of the original principal amount of each tranche of the Series 2018-1 Class A-2 Notes (but not the Series 2020-1 Class A-2 Notes or the Series 2021-1 Class A-2 Notes) at any time at par, other than with proceeds from indebtedness. Generally, any optional (and certain mandatory) prepayments in excess of such amount would be subject to a make-whole premium as defined in the Indenture. Beginning eighteen months prior to the anticipated repayment date for the Series 2018-1 Class A-2-II Notes, thirty months prior to the anticipated repayment date for the Series 2018-1 Class A-2-III Notes, thirty-six months prior to the anticipated repayment date for the Series 2020-1 Class A-2 Notes and forty-two months prior to the anticipated repayment date for the Series 2021-1 Class A-2 Notes, we may repay all or a portion of the remaining principal amount of such applicable tranche of Class A-2 Notes at par.

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) required actions to perfect the security interest in certain collateral upon the occurrence of certain performance-related events, (ii) application of certain disposition proceeds as note prepayments, subject to certain exceptions,

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(iii) maintenance of specified reserve accounts, (iv) maintenance of certain debt service coverage ratios, (v) mandatory prepayments with indemnification payments for defective or ineffective collateral, and (vi) covenants relating to record keeping, access to information and similar matters. If certain covenants or restrictions are not satisfied or complied with, the Senior Notes are subject to accelerated repayment events and events of default. Although management does not anticipate an event of default, if any such event occurred and was not cured within any applicable cure period, the unpaid amounts outstanding could become immediately due and payable.

In connection with the issuance of the Series 2021-1 Class A-2-I Notes in fiscal year 2022, we incurred debt issuance costs of \$4,275, which were capitalized. These deferred financing costs will be amortized using the effective interest method over the expected term of the Series 2021-1 Class A-2-I Notes.

In connection with the amendment of the 2018-1 Variable Funding Notes in fiscal year 2023, we incurred debt issuance costs of \$861 which were capitalized. These deferred financing costs will be amortized using the effective interest method over the expected term of the 2018-1 Variable Funding Notes.

Interest Expense

Interest expense consisted of the following:

	Fiscal 2023	Fiscal 2022
Series 2018-1 Class A-2 Notes	\$ 30,364	\$ 31,280
Series 2020-1 Class A-2 Notes	15,643	16,111
Series 2021-1 Class A-2 Notes	5,092	3,116
Amortization of deferred financing costs	3,352	3,092
Finance leases	1,302	1,438
Financing method sale-leaseback obligations (see Note 10)	6,276	7,384
Letter of credit fees, commitment fees and other	723	815
Total interest expense	<u>\$ 62,752</u>	<u>\$ 63,236</u>

NOTE 9 — LEASES

We occupy land and buildings under lease agreements expiring on various dates through fiscal 2046. Many leases provide for future rent escalations and renewal options. In addition, variable lease payments such as a percentage of sales in excess of specified levels, is often required. Most leases obligate us to pay costs of maintenance, insurance and property taxes.

We transitioned to ASC 842 on February 1, 2022 on a modified retrospective basis using the effective date transition method. The new guidance requires lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by finance and operating leases and amends various other aspects of accounting for leases by lessees and lessors. In connection with our transition to ASC 842, we elected the package of practical expedients under which we did not reassess the classification of our existing leases, reevaluate whether any expired or existing contracts are or contain leases or reassess initial direct costs under the new guidance. We also elected lessee and lessor practical expedients to not separate non-lease components comprised of maintenance from lease components for real estate leases that commenced prior to our transition to ASC 842. We did not elect the practical expedient that permitted a reassessment of lease terms for existing leases.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Financial Statement Impact of Transition to ASC 842

Transition Impact on February 1, 2022 Combined Consolidated Balance Sheet

Our transition to ASC 842 represents a change in accounting principle. The \$452 cumulative effect of our transition to ASC 842 is reflected as an adjustment to February 1, 2022 Accumulated deficit. Our transition to ASC 842 resulted in the following adjustments to our Combined Consolidated Balance Sheet as of February 1, 2022 (in thousands):

	<u>As Reported</u> <u>January 31, 2022</u>	<u>Total</u> <u>Adjustments</u>	<u>Adjusted</u> <u>February 1, 2022</u>
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 32,543	\$ —	\$ 32,543
Cash and cash equivalents - restricted	16,059	—	16,059
Accounts receivable, net	21,689	—	21,689
Due from affiliates	3,658	—	3,658
Inventories	3,130	—	3,130
Prepaid expenses	8,873	—	8,873
Other current assets	24	—	24
Total current assets	85,976	—	85,976
Property and equipment, net	341,885	73 a.	341,958
Operating lease assets	—	447,268 b.	447,268
Intangible assets, net	843,235	(32,285) c.	810,950
Other assets, net	26,167	—	26,167
Total assets	\$ 1,297,263	\$ 415,056	\$ 1,712,319
LIABILITIES AND MEMBERS' DEFICIT			
Current liabilities:			
Current portion of long-term debt	\$ 11,800	\$ —	\$ 11,800
Current portion of finance leases	1,466	—	1,466
Current portion of operating leases	—	76,825 d.	76,825
Accounts payable	7,294	—	7,294
Due to affiliates	3,885	—	3,885
Other current liabilities	56,932	(744) e.	56,188
Total current liabilities	81,377	76,081	157,458
Long-term debt, less current portion	1,125,714	—	1,125,714
Finance leases, less current portion	15,163	—	15,163
Operating leases, less current portion	—	384,593 f.	384,593
Other long-term liabilities	326,826	(45,166) g.	281,660
Total liabilities	1,549,080	415,508	1,964,588
Members' deficit:			
Members' deficit	(251,817)	(452) h.	(252,269)
Total liabilities and members' deficit	\$ 1,297,263	\$ 415,056	\$ 1,712,319

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

- a. Represents the net carrying amount of favorable lease assets and unfavorable lease liabilities in which we are the lessee, which were reclassified to finance lease assets.
- b. Represents the capitalization of operating lease assets equal to the amount of recognized operating lease liability, adjusted by the net carrying amounts of related favorable lease assets, unfavorable lease liabilities, deferred rent liabilities, tenant allowances and closed store reserves, which were reclassified to operating lease assets.
- c. Represents the carrying amount of favorable lease assets associated with leases in which we are the lessee, which have been reclassified to either operating lease assets or finance lease assets.
- d. Represents the current portion of operating lease liabilities.
- e. Represents the amount of store restaurant liabilities associated with leases in which we are the lessee, which have been reclassified to operating lease assets.
- f. Represents the recognition of operating lease liabilities, net of current portion.
- g. Represents the net carrying amount of various liabilities associated with leases in which we are the lessee, \$31,187 of unfavorable lease liabilities, \$13,323 of deferred rent liabilities, \$656 of tenant allowances which have been reclassified to operating lease assets.
- h. Represents operating lease asset store impairments.

Company as Lessor

We lease and sublease land and buildings to others, primarily as a result of the refranchising of certain restaurants. Many of these leases provide for fixed payments, while others provide for variable rent when sales exceed certain levels or for rent based on a percentage of sales. Lessees and sublessees generally bear the cost of maintenance, insurance and property taxes. The carrying values of assets leased to others as of January 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Land.....	\$ 118,052	\$ 118,754
Leasehold improvements	8,147	8,198
Buildings and improvements.....	86,423	88,653
	<u>212,622</u>	<u>215,605</u>
Less accumulated depreciation and amortization.....	(71,465)	(71,601)
Total assets leased to others	<u>\$ 141,157</u>	<u>\$ 144,004</u>

The components of lease income for January 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
	<i>ASC 842</i>	<i>Previous Standard</i>
Rent revenue:		
Minimum rent revenue	\$ 91,482	\$ 93,190
Variable lease revenue	6,622	8,341
Total rent revenue	<u>\$ 98,104</u>	<u>\$ 101,531</u>

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

We sublease to others some of our property under finance leases. These assets are recorded as lease receivables and are included in accounts receivable, net and other assets, net in our accompanying Combined Consolidated Balance Sheet. As of January 31, 2023, future minimum lease and sublease rent revenue expected to be received, are as follows:

	<u>Finance Leases</u>	<u>Operating Leases</u>	
	<u>Subleases</u>	<u>Subleases</u>	<u>Owned Properties</u>
Fiscal:			
2024	\$ 285	\$ 80,226	\$ 9,185
2025	246	71,168	9,133
2026	245	61,034	9,539
2027	213	51,528	9,461
2028	190	43,493	9,117
Thereafter	299	138,607	60,588
Total future minimum lease and sublease rent revenue	1,478	<u>\$ 446,056</u>	<u>\$ 107,023</u>
Unearned interest income	(308)		
Present value of leases receivable	1,170		
Less current portion	(206)		
Leases receivable, less current portion	<u>\$ 964</u>		

Company as Lessee

The components of lease cost for January 31, 2023 are as follows:

	<u>Fiscal 2023</u>
Finance lease cost:	
Amortization of finance lease assets	\$ 2,432
Interest on finance lease liabilities	1,302
Variable lease cost	155
Total finance lease cost	<u>\$ 3,889</u>
Operating lease cost	84,890
Variable lease cost	1,135
Total operating lease cost	<u>\$ 86,025</u>
Total lease cost	<u>\$ 89,914</u>

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Minimum lease payments for all leases and the present value of minimum lease payments for operating and finance leases as of January 31, 2023 are as follows:

	<u>Finance Leases</u>		<u>Operating Leases</u>	
	<u>Company- Operated</u>	<u>Franchise & Other</u>	<u>Company- Operated</u>	<u>Franchise & Other</u>
Fiscal:				
2024	\$ 731	\$ 1,741	\$ 15,015	\$ 70,400
2025	681	1,553	13,850	59,897
2026	716	1,480	12,586	50,292
2027	733	1,412	11,655	41,071
2028	737	1,356	10,497	32,560
Thereafter	6,212	6,395	55,564	87,809
Total minimum lease payments	9,810	13,937	119,167	342,029
Less amount representing interest	(3,812)	(4,239)	(12,207)	(22,470)
Present value of minimum lease payments	5,998	9,698	106,960	319,559
Less current portion	(268)	(1,000)	(13,088)	(63,154)
Lease obligations, less current portion	<u>\$ 5,730</u>	<u>\$ 8,698</u>	<u>\$ 93,872</u>	<u>\$ 256,405</u>

Net rent under non-cancelable operating leases was as follows:

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
	<i>ASC 842</i>	<i>Previous Standard</i>
Rent revenue:		
Minimum rent revenue	\$ 91,482	\$ 93,190
Variable rent revenue	6,622	8,341
Total rent revenue	<u>98,104</u>	<u>101,531</u>
Rent expense:		
Operating lease cost	(84,890)	(87,760)
Variable lease cost	(1,135)	(1,735)
Total operating lease cost	<u>(86,025)</u>	<u>(89,495)</u>
Net rent income	<u>\$ 12,079</u>	<u>\$ 12,036</u>

Lease Term and Discount Rate as of January 31, 2023

Weighted-average remaining lease term (in years):

Finance leases	10.19 years
Operating leases	7.83 years

Weighted-average discount rate:

Finance leases	8.1%
Operating leases	1.8%

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 10 — SALE-LEASEBACK TRANSACTIONS

For all of our 126 restaurant property financing method sale-leaseback transactions, whether assumed by or completed by the CKE Securitization Entities, the initial minimum lease terms are 20 years and include renewal options. The leases also include provisions that provide us with the ability to repurchase the properties, which for accounting purposes, prevents sale recognition as the leased properties are real estate, and we have concluded that no two real estate assets are substantially the same.

Under the financing method, the sales proceeds received are recorded in other current liabilities and other long-term liabilities until our continuing involvement with the properties is terminated, and the associated properties are reported as owned assets and depreciated over their remaining useful lives. Rent payments for these leases are recorded as principal and interest. The net book value of the associated assets, which is included in property and equipment, net of accumulated depreciation and amortization, in our accompanying Combined Consolidated Balance Sheets was \$117,126 and \$120,652 as of January 31, 2023 and 2022, respectively.

During fiscal 2023, the lease agreements for two of our restaurant properties were terminated. As we no longer have involvement in the properties, we recognized a net gain of \$1,160 associated with the write-off of the assets and liabilities. The net gain is included in facility action charges, net in our accompanying Combined Consolidated Statement of Income for fiscal 2023.

During fiscal 2022, we entered into agreements with independent third parties under which we sold and leased back a total of 5 additional restaurant properties. These agreements followed the same fact pattern as our existing sale-leaseback transactions and therefore, for accounting purposes, constitute continuing involvement with the associated restaurant properties. As such, the \$14,537 received in proceeds from the sale of these 5 properties is included in other current liabilities and other long-term liabilities, with no gain or loss recorded on the sale.

During fiscal 2022, the lease agreement for one of our restaurant properties was terminated. As we no longer have continuing involvement in this property, we recognized a net gain of \$262 associated with the write-off of its assets and liabilities. The net gain is included in facility action charges, net in our accompanying Consolidated Statements of Operations for fiscal 2022.

Closing costs and other fees related to sale-leaseback transactions are treated as deferred financing costs, which are recorded as a reduction to the liability balance and amortized to interest expense over the initial minimum lease term.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

As of January 31, 2023, our future minimum lease commitments for our financing method sale-leaseback obligations are as follows:

Fiscal:	
2024.....	\$ 16,197
2025.....	16,202
2026.....	16,212
2027.....	16,410
2028.....	17,250
Thereafter.....	<u>83,972</u>
Total minimum lease payments.....	166,243
Less amount representing interest.....	(38,669)
Residual property obligation ⁽¹⁾ , deferred financing costs and deferred sales proceeds.....	<u>102,303</u>
Financing method sale-leaseback liability.....	229,877
Less current portion.....	<u>(10,170)</u>
Financing method sale-leaseback liability, less current portion.....	<u>\$ 219,707</u>

- (1) Although we have legally transferred title of the sale-leaseback properties, we have included an obligation to convey, for accounting purposes, the sale-leaseback assets at the end of the primary lease term. This obligation was established in acquisition accounting and based on the estimated residual value of the sale-leaseback assets at the end of the primary lease term.

NOTE 11 — OTHER LONG-TERM LIABILITIES

Other long-term liabilities as of January 31, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Financing method sale-leaseback liability, long-term portion.....	\$ 219,707	\$ 234,259
Deferred franchise and development fees.....	32,730	34,738
Unfavorable lease agreements ⁽¹⁾	6,320	42,793
Estimated liability for deferred rent, long-term portion ⁽²⁾	—	14,126
Other.....	3,753	910
Total other long-term liabilities.....	<u>\$ 262,510</u>	<u>\$ 326,826</u>

- (1) The decrease in unfavorable leases agreements reflects the reclassification of unfavorable leases liabilities where we are the lessee in the underlying operating lease to the operating lease assets recorded for the underlying lease in connection with our transition to ASC 842. See Note 9, *Leases*.
- (2) The decrease in estimated liability for deferred rent, long-term portion reflects the reclassification of deferred rent where we are the lessee in the underlying operating lease to the operating lease asset recorded for the underlying lease in connection with our transition to ASC 842. See Note 9, *Leases*.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 12 — MEMBERS' DEFICIT

During fiscal 2023 and 2022, the CKE Securitization Entities received capital contributions of \$45,394 and \$23,793, respectively, consisting principally of property and equipment and assets associated with the CKE Restaurants Acquisitions (see Note 5). During fiscal 2023 and 2022, the CKE Securitization Entities paid total cash distributions of \$139,428 and \$323,594, respectively, to members.

During fiscal 2022, we made a distribution to members of \$176,304 from the net proceeds received in connection with the Series 2021-1 Class A-2 Notes.

NOTE 13 — FAIR VALUE OF FINANCIAL INSTRUMENTS

The following table presents information on our financial instruments as of January 31, 2023 and 2022:

	2023		2022	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Financial assets:				
Cash and cash equivalents	\$ 7,320	\$ 7,320	\$ 32,543	\$ 32,543
Cash and cash equivalents - restricted	16,053	16,053	16,059	16,059
Notes receivable	366	366	140	140
Financial liabilities:				
Series 2018-1 Class A-2-II Notes	332,363	319,515	335,081	346,261
Series 2018-1 Class A-2-III Notes	236,353	227,945	238,532	245,764
Series 2020-1 Class A-2 Notes	385,688	346,802	388,786	401,714
Series 2021-1 Class A-2 Notes	173,801	146,485	175,115	173,944

The fair value of cash and cash equivalents and restricted cash and cash equivalents each approximate their respective carrying amounts due to the short maturity of the balances. The carrying amounts of notes receivable, net (both current and non-current) of related allowance for doubtful accounts approximate fair value. The estimated fair value of our borrowings under the Series 2018-1 Variable Funding Notes approximates the carrying value due to the expected short maturity of the borrowings. The estimated fair values of our borrowings under the Series 2018-1, Series 2020-1 and Series 2021-1 Class A-2 Notes were determined by obtaining estimated market prices from an investment banking firm as of the balance sheet dates.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Entities are required to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value based on the following fair value hierarchy:

Level 1 - Quoted prices in active markets for identical assets or liabilities;

Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Our non-financial long-lived assets, including intangible assets and property and equipment, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on a periodic basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, we assess our long-lived assets for

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

impairment. When impairment has occurred, such long-lived assets are written down to fair value. See Note 16 for further information regarding impairment charges.

The following table presents long-lived assets measured at fair value on a non-recurring basis during fiscal 2023:

	<u>Fair Value Measurements</u>	<u>Impairment Charges</u>
Assets to be disposed of (Level 2) ⁽¹⁾	\$ —	\$ 2,483
Assets to be held and used (Level 3) ⁽²⁾	\$ —	\$ 444

(1) Represents the impairment of long-lived assets including property & equipment, net and operating lease assets for multiple domestic company-operated closed restaurants.

(2) Represents impairment recorded for two underperforming domestic company-operated restaurants.

The following table presents long-lived assets measured at fair value on a non-recurring basis during fiscal 2022:

	<u>Fair Value Measurements</u>	<u>Impairment Charges</u>
Assets to be disposed of (Level 2) ⁽¹⁾	\$ —	\$ 1,360
Assets to be held and used (Level 3) ⁽²⁾	\$ —	\$ 221

(1) Represents the impairment of leasehold improvements for multiple domestic company-operated closed restaurants.

(2) Represents impairment recorded for one underperforming domestic company-operated restaurant.

NOTE 14 — COMMITMENTS AND CONTINGENT LIABILITIES

Lease Commitments

Many of the restaurants we have sold to franchisees are on leased sites, and we have entered into sublease agreements with these franchisees but remained principally liable for the lease obligations. We account for the sublease payments received as rent revenue in franchised restaurants and other revenue, and the payments on the leases as rent expense in franchised restaurants and other expense, in our accompanying Combined Consolidated Statements of Income. As of January 31, 2023, the nominal value of the lease obligations under the remaining master leases' primary terms is \$438,172.

Letters of Credit

Pursuant to our Series 2018-1 Variable Funding Notes, we may borrow up to \$70,000 for senior secured revolving facility loans, swingline loans and letters of credit (see Note 8). As of January 31, 2023, we had several standby letters of credit outstanding under our Series 2018-1 Variable Funding Notes totaling \$24,223, expiring at various dates through October 2023. The outstanding letters of credit consist of a \$13,100 letter of credit for benefit of the holders of the Senior Notes as an interest reserve as required by the Series 2021-1 Indenture and letters of credit of \$11,123, which primarily secure our potential workers' compensation, general liability and auto liability obligations.

Unconditional Purchase Obligations

As of January 31, 2023, we had unconditional purchase obligations in the amount of \$62,627, which consisted primarily of contracts for goods and services related to restaurant operations. Our unconditional purchase obligations for fiscal 2024, 2025, 2026, and 2027 are estimated to be \$60,212, \$902, \$864 and \$649, respectively.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Litigation

We are currently involved in legal disputes related to employment, franchising, real estate and other business matters. We intend to vigorously defend against all claims in these lawsuits, and are unable to predict the ultimate outcome of these actions. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

We accrue those loss contingencies that are deemed to be probable, and for which the amount of expected loss is reasonably estimable. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and/or the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated or unrelated to possible outcomes, and as such may not be meaningful indicators of our potential liability or financial exposure. We regularly review contingencies to determine the adequacy of our accruals and related disclosures. The ultimate amount of loss may differ from these estimates.

NOTE 15 — FRANCHISE OPERATIONS

Franchised restaurants and other revenue consisted of the following:

	Fiscal 2023	Fiscal 2022
Royalties	\$ 182,353	\$ 181,000
Rent and other occupancy	102,358	105,216
Franchise fees	6,120	4,211
Total franchised restaurants and other revenue	<u>\$ 290,831</u>	<u>\$ 290,427</u>

Franchised restaurants and other expense consisted of the following:

	Fiscal 2023	Fiscal 2022
Rent and other occupancy	\$ 74,326	\$ 80,621
Amortization of franchise agreements	16,857	16,281
Other	(177)	(1,254)
Total franchised restaurants and other expense	<u>\$ 91,006</u>	<u>\$ 95,648</u>

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 16 — FACILITY ACTION CHARGES, NET

The components of facility action charges, net, are as follows:

	Fiscal 2023	Fiscal 2022
Adjustments to estimated liability for closed restaurants.....	\$ —	\$ 2,147
Impairment of assets to be disposed of	2,483	1,360
Impairment of assets to be held and used	444	221
Loss (gain) on disposal of other property and equipment	512	(6,486)
Gain on early termination of lease agreement associated with a financing method sale-leaseback restaurant property (see Note 10).....	(1,160)	(262)
Other losses, net	1,310	67
Total facility action charges, net	\$ 3,589	\$ (2,953)

Impairment charges recorded against property and equipment of 2,927 and \$1,581 were recognized in facility action charges, net in fiscal 2023 and 2022, respectively.

The following table summarizes the activity in our estimated liability for closed restaurants for fiscal year 2022. With the adoption of ASC 842 during fiscal year 2023, this estimated liability is no longer recorded as the entire operating lease liability is recorded in the Combined Consolidated Balance Sheet.

	Fiscal 2022
Estimated liability for closed restaurants, beginning of year	\$ 2,898
Provision	2,147
Usage	(2,826)
Estimated liability for closed restaurants, end of year	\$ 2,219

NOTE 17 — EMPLOYEE RETIREMENT PLAN

We and CKE Restaurants sponsor a contributory plan (“401(k) Plan”) to provide retirement benefits under the provisions of Section 401(k) of the Internal Revenue Code (“IRC”). Participants may elect to contribute a portion of their annual salaries on a pre-tax basis to the 401(k) Plan, subject to the maximum contribution allowed by the IRC. During fiscal 2023 and 2022, our matching contributions to the 401(k) Plan were \$94 and \$88, respectively.

NOTE 18 — RELATED PARTY TRANSACTIONS

Transactions with CKE Restaurants and its Subsidiaries

The CKE Securitization Entities have a management agreement with CKE Restaurants (the “Management Agreement”), pursuant to which CKE Restaurants, as Manager, is required to manage and service the assets of the CKE Securitization Entities in accordance with the terms set forth in the Management Agreement. The primary responsibilities of Manager are to administer collections on behalf of the CKE Securitization Entities, and to perform certain activities pertaining to franchising, marketing, real estate management, intellectual property matters, operations and reporting on behalf of the CKE Securitization Entities. The CKE Securitization Entities are obligated to pay Manager a management fee using a formula provided within the Management Agreement, which is calculated using a base fee of \$15,000 per annum and a variable fee based upon retained collections for the last four quarterly collection periods, subject to certain adjustments, including annual increases for inflation. During fiscal 2023 and 2022, the CKE Securitization Entities incurred management fee expenses of \$49,271 and \$50,125, respectively, which are included in general and administrative expense in our accompanying Combined Consolidated Statements of Income.

THE CKE SECURITIZATION ENTITIES
NOTES TO COMBINED CONSOLIDATED FINANCIAL STATEMENTS (Continued)

In late fiscal 2019, CKE Restaurants completed the purchase of all remaining non-controlling interests in a joint venture in Shanghai, China. These restaurants paid royalties and franchise fees to us on the same terms and conditions as our other franchisees. During fiscal 2023 and 2022, total revenue generated from the Shanghai business was \$91 and \$281, respectively, which is included in franchised restaurants and other revenue in our accompanying Combined Consolidated Statements of Income. During fiscal year ended January 31, 2023, CKE Restaurants closed all restaurants operated in Shanghai, China.

As of January 31, 2023, we had outstanding receivables from affiliates of \$539 and payables to affiliates of \$5,077. As of January 31, 2022, we had outstanding receivables from affiliates of \$3,658 and payables to affiliates of \$3,885.

NOTE 19 — INCOME TAXES

For fiscal 2023 and 2022, income tax expense consisted of current foreign taxes of \$4,826 and \$4,012, respectively.

As a direct result of our corporate structure and the Securitization Transaction, the CKE Securitization Entities are each a limited liability company that is disregarded as an entity separate from its indirect owners, CKE and CKE Restaurants, for federal and state income tax purposes, and are not jointly and severally liable for any income taxes owed by the parent corporate entities. Further, no tax sharing agreement exists, or is expected to exist, between the CKE Securitization Entities and their indirect parent companies that would require the CKE Securitization Entities to directly or indirectly reimburse their indirect parent companies for taxes related to the operations of the CKE Securitization Entities.

NOTE 20 — SUPPLEMENTAL CASH FLOW INFORMATION

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Cash paid for:		
Interest, net of amounts capitalized	\$ 60,073	\$ 61,343
Income taxes	5,053	3,830
Non-cash activities:		
Operating lease assets obtained in exchange for new operating lease liabilities (see Note 9)	46,212	—
Contributed property and equipment, excluding the CKE Restaurants Acquisitions	45,394	21,657
Contributed assets for the CKE Restaurants Acquisitions (see Note 5)	—	2,136

Contributed property and equipment and contributed assets for the CKE Restaurants Acquisitions represent assets purchased by CKE Restaurants and certain of its wholly owned subsidiaries on behalf of the CKE Securitization Entities pursuant to the Management Agreement. For accounting purposes, these purchases are treated as non-cash contributions to the CKE Securitization Entities.

SUPPLEMENTAL SCHEDULE

THE CKE SECURITIZATION ENTITIES
COMBINING CONSOLIDATING BALANCE SHEET
(In thousands)

January 31, 2023

	Carl's Jr. Restaurants LLC	Carl's Jr. Funding LLC	Carl's Jr. SPV Guarantor LLC	Hardee's Restaurants LLC	Hardee's Funding LLC	Hardee's SPV Guarantor LLC	Eliminations	The CKE Securitization Entities
ASSETS								
Current assets:								
Cash and cash equivalents	\$ 1,627	\$ 1,161	\$ —	\$ 3,555	\$ 977	\$ —	\$ —	\$ 7,320
Cash and cash equivalents - restricted	—	16,053	—	—	—	—	—	16,053
Accounts receivable, net	10,663	—	—	10,036	—	—	—	20,699
Due from affiliates	6,860	20,696	—	52,060	215	—	(79,292)	539
Inventories	562	—	—	2,411	—	—	—	2,973
Prepaid expenses	—	16	—	137	20	—	—	173
Other current assets	83	—	—	—	—	—	—	83
Total current assets	19,795	37,926	—	68,199	1,212	—	(79,292)	47,840
Property and equipment, net	83,427	—	—	266,461	—	—	—	349,888
Operating lease assets	317,666	—	—	93,790	—	—	—	411,456
Intangible assets, net	384,915	—	—	408,115	—	—	—	793,030
Other assets, net	13,000	—	—	15,810	—	—	—	28,810
Total assets	\$ 818,803	\$ 37,926	\$ —	\$ 852,375	\$ 1,212	\$ —	\$ (79,292)	\$ 1,631,024
LIABILITIES AND MEMBERS' DEFICIT								
Current liabilities:								
Current portion of long-term debt	\$ —	\$ 5,900	\$ —	\$ —	\$ 5,900	\$ —	\$ —	\$ 11,800
Current portion of finance leases	627	—	—	641	—	—	—	1,268
Current portion of operating leases	59,930	—	—	16,312	—	—	—	76,242
Accounts payable	2,849	—	—	3,358	—	—	—	6,207
Due to affiliates	(564)	55,477	—	3,779	25,677	—	(79,292)	5,077
Other current liabilities	10,931	2,982	—	18,435	2,968	—	—	35,316
Total current liabilities	73,773	64,359	—	42,525	34,545	—	(79,292)	135,910
Long-term debt, less current portion	—	558,203	—	—	558,202	—	—	1,116,405
Finance leases, less current portion	5,269	—	—	9,159	—	—	—	14,428
Operating leases, less current portion	269,290	—	—	80,987	—	—	—	350,277
Other long-term liabilities	68,431	(1)	—	194,080	—	—	—	262,510
Total liabilities	416,763	622,561	—	326,751	592,747	—	(79,292)	1,879,530
Members' equity (deficit):								
Members' equity (deficit)	402,040	(584,635)	—	525,624	(591,535)	—	—	(248,506)
Total liabilities and members' equity deficit	\$ 818,803	\$ 37,926	\$ —	\$ 852,375	\$ 1,212	\$ —	\$ (79,292)	\$ 1,631,024

SUPPLEMENTAL SCHEDULE

THE CKE SECURITIZATION ENTITIES
COMBINING CONSOLIDATING BALANCE SHEET
(In thousands)

January 31, 2022

	Carl's Jr. Restaurants LLC	Carl's Jr. Funding LLC	Carl's Jr. SPV Guarantor LLC	Hardee's Restaurants LLC	Hardee's Funding LLC	Hardee's SPV Guarantor LLC	Eliminations	The CKE Securitization Entities
ASSETS								
Current assets:								
Cash and cash equivalents	\$ 7,313	\$ 20,002	\$ —	\$ 3,473	\$ 1,755	\$ —	\$ —	\$ 32,543
Cash and cash equivalents - restricted	—	16,059	—	—	—	—	—	16,059
Accounts receivable, net	11,220	—	—	10,468	1	—	—	21,689
Due from affiliates	14,572	17,205	—	59,951	202	—	(88,272)	3,658
Inventories	555	—	—	2,575	—	—	—	3,130
Prepaid expenses	5,688	13	—	3,159	13	—	—	8,873
Other current assets	24	—	—	—	—	—	—	24
Total current assets	39,372	53,279	—	79,626	1,971	—	(88,272)	85,976
Property and equipment, net	80,869	—	—	261,016	—	—	—	341,885
Long-term investments	—	—	—	—	—	—	—	—
Intangible assets, net	417,096	—	—	426,139	—	—	—	843,235
Other assets, net	12,195	—	—	13,972	—	—	—	26,167
Total assets	\$ 549,532	\$ 53,279	\$ —	\$ 780,753	\$ 1,971	\$ —	\$ (88,272)	\$ 1,297,263
LIABILITIES AND MEMBERS' DEFICIT								
Current liabilities:								
Current portion of long-term debt	\$ —	\$ 5,900	\$ —	\$ —	\$ 5,900	\$ —	\$ —	\$ 11,800
Current portion of finance leases	771	—	—	695	—	—	—	1,466
Accounts payable	4,423	—	—	2,871	—	—	—	7,294
Due to affiliates	3,696	56,371	—	5,554	26,537	—	(88,273)	3,885
Other current liabilities	26,474	3,086	—	24,306	3,066	—	—	56,932
Total current liabilities	35,364	65,357	—	33,426	35,503	—	(88,273)	81,377
Long-term debt, less current portion	—	562,857	—	—	562,857	—	—	1,125,714
Finance leases, less current portion	5,518	—	—	9,645	—	—	—	15,163
Other long-term liabilities	109,062	—	—	217,764	—	—	—	326,826
Total liabilities	149,944	628,214	—	260,835	598,360	—	(88,273)	1,549,080
Members' equity (deficit):								
Members' equity (deficit)	399,588	(574,935)	—	519,918	(596,389)	—	1	(251,817)
Total liabilities and members' equity deficit	\$ 549,532	\$ 53,279	\$ —	\$ 780,753	\$ 1,971	\$ —	\$ (88,272)	\$ 1,297,263

SUPPLEMENTAL SCHEDULE

THE CKE SECURITIZATION ENTITIES
COMBINING CONSOLIDATING STATEMENT OF OPERATIONS
(In thousands)

	Fiscal 2023							
	Carl's Jr. Restaurants LLC	Carl's Jr. Funding LLC	Carl's Jr. SPV Guarantor LLC	Hardee's Restaurants LLC	Hardee's Funding LLC	Hardee's SPV Guarantor LLC	Eliminations	The CKE Securitization Entities
Revenue:								
Company-operated restaurants	\$ 111,433	\$ —	\$ —	\$ 242,820	\$ —	\$ —	\$ —	\$ 354,253
Franchised restaurants and other	168,244	5,579	—	122,587	11,835	—	(17,414)	290,831
Total revenue	279,677	5,579	—	365,407	11,835	—	(17,414)	645,084
Operating costs and expenses:								
Company-operated restaurants:								
Food and packaging	28,226	—	—	70,215	—	—	—	98,441
Payroll and other employee benefits	34,365	—	—	81,844	—	—	—	116,209
Occupancy and other	33,772	—	—	80,939	—	—	(17,414)	97,297
Total company-operated restaurants	96,363	—	—	232,998	—	—	(17,414)	311,947
Franchised restaurants and other	66,917	—	—	24,089	—	—	—	91,006
Advertising	6,774	—	—	12,502	—	—	—	19,276
General and administrative	6,694	23,462	1	(724)	26,515	—	—	55,948
Facility action charges, net	526	—	—	3,063	—	—	—	3,589
Total operating costs and expenses	177,274	23,462	1	271,928	26,515	—	(17,414)	481,766
Operating income (loss)	102,403	(17,883)	(1)	93,479	(14,680)	—	—	163,318
Interest expense	(1,557)	(27,649)	—	(6,021)	(27,525)	—	—	(62,752)
Other income (loss), net	1,131	96,478	60,645	690	80,449	33,389	(270,725)	2,057
Income (loss) before income taxes	101,977	50,946	60,644	88,148	38,244	33,389	(270,725)	102,623
Income tax expense	3,282	—	—	1,544	—	—	—	4,826
Net income (loss)	\$ 98,695	\$ 50,946	\$ 60,644	\$ 86,604	\$ 38,244	\$ 33,389	\$ (270,725)	\$ 97,797

SUPPLEMENTAL SCHEDULE

THE CKE SECURITIZATION ENTITIES
COMBINING CONSOLIDATING STATEMENT OF OPERATIONS
(In thousands)

	Fiscal 2022							
	Carl's Jr. Restaurants LLC	Carl's Jr. Funding LLC	Carl's Jr. SPV Guarantor LLC	Hardee's Restaurants LLC	Hardee's Funding LLC	Hardee's SPV Guarantor LLC	Eliminations	The CKE Securitization Entities
Revenue:								
Company-operated restaurants	\$ 114,008	\$ —	\$ —	\$ 241,909	\$ —	\$ —	\$ —	\$ 355,917
Franchised restaurants and other	166,547	5,699	—	123,880	11,759	—	(17,458)	290,427
Total revenue	<u>280,555</u>	<u>5,699</u>	<u>—</u>	<u>365,789</u>	<u>11,759</u>	<u>—</u>	<u>(17,458)</u>	<u>646,344</u>
Operating costs and expenses:								
Company-operated restaurants:								
Food and packaging	28,251	—	—	72,327	—	—	—	100,578
Payroll and other employee benefits	33,201	—	—	77,325	—	—	—	110,526
Occupancy and other	32,695	—	—	72,348	—	—	(17,458)	87,585
Total company-operated restaurants	<u>94,147</u>	<u>—</u>	<u>—</u>	<u>222,000</u>	<u>—</u>	<u>—</u>	<u>(17,458)</u>	<u>298,689</u>
Franchised restaurants and other	68,839	—	—	26,809	—	—	—	95,648
Advertising	6,990	—	—	12,414	—	—	—	19,404
General and administrative	13,775	23,930	(1)	(1,222)	26,866	—	—	63,348
Facility action charges, net	(4,411)	—	—	1,458	—	—	—	(2,953)
Total operating costs and expenses	<u>179,340</u>	<u>23,930</u>	<u>(1)</u>	<u>261,459</u>	<u>26,866</u>	<u>—</u>	<u>(17,458)</u>	<u>474,136</u>
Operating income (loss)	101,215	(18,231)	1	104,330	(15,107)	—	—	172,208
Interest expense	(1,714)	(27,220)	—	(7,107)	(27,195)	—	—	(63,236)
Other income (loss), net	350	130,790	156,293	486	105,857	143,508	(536,445)	839
Income (loss) before income taxes	<u>99,851</u>	<u>85,339</u>	<u>156,294</u>	<u>97,709</u>	<u>63,555</u>	<u>143,508</u>	<u>(536,445)</u>	<u>109,811</u>
Income tax expense	2,636	—	—	1,376	—	—	—	4,012
Net income (loss)	<u>\$ 97,215</u>	<u>\$ 85,339</u>	<u>\$ 156,294</u>	<u>\$ 96,333</u>	<u>\$ 63,555</u>	<u>\$ 143,508</u>	<u>\$ (536,445)</u>	<u>\$ 105,799</u>



CKE RESTAURANTS HOLDINGS, INC.

Consolidated Financial Statements
for the fiscal years ended January 29, 2024 and January 30, 2023

(With Independent Auditors' Report Thereon)



KPMG LLP
1201 Demonbreun Street
Suite 1100
Nashville, TN 37203

Independent Auditors' Report

The Board of Directors
CKE Restaurants Holdings, Inc.:

Opinion

We have audited the consolidated financial statements of CKE Restaurants Holdings, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of January 29, 2024 and January 30, 2023, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for each of the fiscal years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 29, 2024 and January 30, 2023, and the results of its operations and its cash flows for the fiscal years then ended in accordance with U.S. generally accepted accounting principles.

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 Auditors' Responsibilities for the Audit of the Consolidated 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 Consolidated Financial Statements

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

In preparing the consolidated 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 consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 made by a reasonable user based on the consolidated 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 consolidated 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 consolidated 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 consolidated 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.

KPMG LLP

Nashville, Tennessee
April 10, 2024

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except shares and par values)

	January 31, 2024	January 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 130,566	\$ 107,853
Cash and cash equivalents - restricted	15,942	16,053
Accounts receivable, net	38,438	37,541
Inventories	3,029	2,999
Prepaid expenses	13,562	6,183
Other current assets	80	83
Total current assets	201,617	170,712
Property and equipment, net	377,436	371,572
Operating lease assets	424,719	448,064
Goodwill	539,421	540,083
Intangible assets, net	777,538	793,030
Other assets, net	40,485	29,806
Total assets	\$ 2,361,216	\$ 2,353,267
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of long-term debt	\$ 11,800	\$ 13,700
Current portion of finance leases	1,515	1,268
Current portion of operating leases	79,623	85,529
Accounts payable	23,855	28,159
Other current liabilities	71,641	66,753
Total current liabilities	188,434	195,409
Long-term debt, less current portion	1,108,022	1,116,405
Finance leases, less current portion	23,370	14,428
Operating leases, less current portion	366,233	381,495
Deferred income tax liabilities, net	171,393	175,131
Other long-term liabilities	263,631	277,497
Total liabilities	2,121,083	2,160,365
Commitments and contingencies (Notes 8, 9, 10 and 14)		
Equity:		
Common stock, \$0.01 par value; 100 shares authorized, issued and outstanding as of January 31, 2024 and 2023	—	—
Additional paid-in capital	736,438	734,314
Accumulated deficit	(495,148)	(540,277)
Accumulated other comprehensive loss	(1,157)	(1,135)
Total equity	240,133	192,902
Total liabilities and equity	\$ 2,361,216	\$ 2,353,267

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands)

	Fiscal 2024	Fiscal 2023
Revenue:		
Company-operated restaurants	\$ 368,842	\$ 356,810
Franchised restaurants and other	299,954	302,674
Advertising funds revenue	172,032	172,854
Total revenue	840,828	832,338
Operating costs and expenses:		
Company-operated restaurants:		
Food and packaging	97,879	99,374
Payroll and other employee benefits	122,640	114,508
Occupancy and other	106,650	103,929
Total company-operated restaurants	327,169	317,811
Franchised restaurants and other	96,654	94,432
Advertising funds expense	184,744	200,436
General and administrative	118,797	119,083
Facility action charges, net	2,852	4,802
Total operating costs and expenses	730,216	736,564
Operating income	110,612	95,774
Interest expense	(62,089)	(62,900)
Other income, net	13,108	3,751
Income before income taxes	61,631	36,625
Income tax expense	16,502	8,865
Net income	\$ 45,129	\$ 27,760

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	Fiscal 2024	Fiscal 2023
Net income	\$ 45,129	\$ 27,760
Other comprehensive loss:		
Foreign currency translation adjustments	(22)	(250)
Other comprehensive loss	(22)	(250)
Comprehensive income	<u>\$ 45,107</u>	<u>\$ 27,510</u>

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY
(In thousands, except shares)

	CKE Restaurants Holdings, Inc. Stockholder's Equity						
	Common Stock		Additional Paid-In Capital	Notes Receivable from CKE Inc.	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount					
Balance as of January 31, 2022	100	\$ —	\$ 733,537	\$(441,866)	\$(125,600)	\$ (885)	\$165,186
Share-based compensation	—	—	777	—	—	—	777
Other comprehensive loss	—	—	—	—	—	(250)	(250)
CKE Inc. merger with CKE Restaurants Holdings, Inc.	—	—	—	441,866	(441,866)	—	—
Net Income	—	—	—	—	27,760	—	27,760
Cumulative effect of change in accounting principle	—	—	—	—	(571)	—	(571)
Balance as of January 31, 2023	100	—	734,314	—	(540,277)	(1,135)	192,902
Share-based compensation	—	—	2,124	—	—	—	2,124
Other comprehensive loss	—	—	—	—	—	(22)	(22)
Net income	—	—	—	—	45,129	—	45,129
Balance as of January 31, 2024	100	\$ —	\$ 736,438	\$ —	\$(495,148)	\$ (1,157)	\$240,133

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	<u>Fiscal 2024</u>	<u>Fiscal 2023</u>
Cash flows from operating activities:		
Net income	\$ 45,129	\$ 27,760
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	51,372	49,302
Amortization of deferred financing costs	3,417	3,352
Share-based compensation	2,124	777
Gain on early termination of lease agreement associated with a financing method sale-leaseback restaurant property	—	(1,285)
Gain on refranchising transaction	(153)	—
(Gain) loss on disposal of other property and equipment	(602)	512
Deferred income taxes	(3,738)	(178)
Provision for losses on impairments, accounts receivable and other items, net	508	(9,704)
Net changes in operating assets and liabilities:		
Receivables, inventories, prepaid expenses and other current and non-current assets	(14,140)	14,470
Estimated liability for closed restaurants and estimated liability for self-insurance	(1,253)	(1,709)
Accounts payable and other current and long-term liabilities	7,604	(33,356)
Operating lease asset and liabilities, net	581	530
Net cash provided by operating activities	<u>90,849</u>	<u>50,471</u>
Cash flows from investing activities:		
Purchases of property and equipment	(35,514)	(50,837)
Acquisitions of restaurants, net of cash received	(3,019)	—
Proceeds from refranchising transactions	2,092	—
Proceeds from sale of other property and equipment	2,346	1,957
CKE Inc. Merger with CKE Restaurants	—	316
Other investing activities	(7,346)	215
Net cash used in investing activities	<u>(41,441)</u>	<u>(48,349)</u>
Cash flows from financing activities:		
Net change in book overdraft	(1,472)	(1,912)
Repayments of Class A-2 Notes	(11,800)	(11,800)
Repayments of other notes	(1,900)	—
Payment for deferred financing costs of Series 2018-1 VFN Notes	—	(861)
Repayments of finance leases	(1,519)	(1,231)
Repayments of financing method sale-leaseback obligations	(10,164)	(8,836)
Net cash used in financing activities	<u>(26,855)</u>	<u>(24,640)</u>
Effect of foreign exchange rate changes on cash, cash equivalents and restricted cash	49	(143)
Net increase (decrease) in cash, cash equivalents and restricted cash	<u>22,602</u>	<u>(22,661)</u>
Cash, cash equivalents and restricted cash at beginning of period	123,906	146,567
Cash, cash equivalents and restricted cash at end of period	<u>\$ 146,508</u>	<u>\$ 123,906</u>

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except per share and per unit amounts)

NOTE 1 — ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Description of Business

CKE Restaurants Holdings, Inc. (“CKE Restaurants”) is not a franchisor and conducts substantially all of its restaurant activities and operations through its subsidiaries. Carl’s Jr. Restaurants LLC and Hardee’s Restaurants LLC own, operate and franchise the Carl’s Jr.®, Hardee’s®, Green Burrito® and Red Burrito® concepts. References to “we”, “us”, “our” and the “Company” may relate to CKE Restaurants and/or its subsidiaries, as may be applicable.

Domestic Carl’s Jr. restaurants are predominantly located in the Western United States, primarily in California. International Carl’s Jr. restaurants are located primarily in Mexico, with a growing presence in the rest of Latin America, Asia and Europe. Domestic Hardee’s restaurants are predominantly located throughout the Southeastern and Midwestern United States. International Hardee’s restaurants have an established and growing presence in the Middle East and Central Asia. The Green Burrito concept is located in dual-branded Carl’s Jr. restaurants. The Red Burrito concept is located in dual-branded Hardee’s restaurants. As of January 31, 2024, our system-wide restaurant portfolio consisted of:

Company-operated	253
Domestic franchised	2,408
International franchised ⁽¹⁾	1,114
Total restaurants	<u>3,775</u>

(1) As of July 7, 2022, we ceased providing any and all services to our master franchisee for the country of Russia. Our master franchisee has one franchised and sixteen subfranchised restaurants in Russia. Additionally, we have ceased collecting any royalties or fees of any type from the operation of these locations and do not approve or authorize additional locations.

Basis of Presentation and Fiscal Year

Our accompanying Consolidated Financial Statements include the accounts of CKE Restaurants, its consolidated subsidiaries and its consolidated variable interest entities (“VIEs”). CKE Restaurants does not have any non-controlling interests in other entities. These Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”). All significant intercompany balances and transactions are eliminated in consolidation.

We operate on a retail accounting calendar, ending on the last Monday in January. For clarity of presentation, we generally label all years presented as if the fiscal year ended January 31. The fiscal year ended January 29, 2024 is referred to herein as fiscal 2024 or the fiscal year ended January 31, 2024. The fiscal year ended January 30, 2023 is referred to herein as fiscal 2023 or the fiscal year ended January 31, 2023. The first quarter of our fiscal year has four periods, or 16 weeks. All other quarters generally have three periods, or 12 weeks.

Our restaurant sales, and therefore our profitability, are subject to seasonal fluctuations and are traditionally higher during the spring and summer months because of factors such as increased travel during school vacations and improved weather conditions, which affect the public’s dining habits.

Inflation and Middle East Conflict

Inflationary pressures on labor and commodity price increases directly impacted our results of operations during the year ended January 31, 2024 and January 31, 2023. We attempt to manage any inflationary costs and commodity price increases through selective menu price increases and changes in product mix. Competitive pressures, consumer spending levels and other factors may limit our ability to recover such costs increases in the future.

Beginning October 2023, certain of our Hardee’s international markets began being impacted by a military conflict in the Middle East. As a result, international franchised restaurants same-store sales were impacted to varying degrees within the Middle East. Further continuation of this conflict could have an adverse impact on our business and results of operations.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Variable Interest Entities

We consolidate the Hardee's National Advertising Fund ("HNAF") and approximately 80 local co-operative advertising funds (collectively, the "Hardee's Funds") since we have determined that the Hardee's Funds are VIEs and that we are the primary beneficiary. We considered a variety of factors in identifying the primary beneficiary of the Hardee's Funds including, but not limited to, who holds the power to direct the activities that most significantly impact the economic performance of the Hardee's Funds, as well as what party has the obligation to absorb any losses of the Hardee's Funds. Based upon these considerations, we concluded that we are the primary beneficiary. We have included \$28,066 and \$24,713 of total assets and total liabilities and equity in our accompanying Consolidated Balance Sheets as of January 31, 2024 and 2023, respectively. We have no rights to the assets, other than those disclosed below, nor do we have any obligation with respect to the liabilities, of the Hardee's Funds, and none of our assets serve as collateral for the creditors of these VIEs.

We do not maintain ownership interests in our franchisees, and none of our assets serve as collateral for the creditors of our franchisees. Under the terms of their franchise agreements, franchise entities hold the power to direct the activities that most significantly impact their economic performance. As a result, we do not consider ourselves the primary beneficiary of any franchise entity that might be a VIE.

Shanghai Business

The Shanghai, China business ("Shanghai business") was established for the purpose of locating, developing and operating Carl's Jr. restaurants within the municipality of Shanghai, China and certain nearby provinces. During the fiscal year ended January 31, 2023, the Company closed all restaurants operated by our Shanghai business.

Estimations

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Our most significant areas of estimation are:

- estimation of future cash flows used to assess the recoverability of long-lived assets, including intangible assets, goodwill, finance lease assets and operating lease assets;
- estimation, using actuarially determined methods, of our self-insured claim losses under our workers' compensation, general liability and auto liability insurance programs;
- determination of appropriate estimated liabilities for loss contingencies;
- determination of appropriate assumptions to use in evaluating leases for finance versus operating lease treatment, establishing depreciable lives for leasehold improvements and establishing straight-line rent expense periods;
- estimation of the appropriate allowances associated with franchise and other receivables;
- determination of the appropriate assumptions to estimate gift card breakage;
- determination of the appropriate assumptions to estimate the fair value of share-based compensation; and
- estimation of our deferred income tax asset valuation allowance, liabilities related to uncertain tax positions and effective tax rate.

Cash and Cash Equivalents

For purposes of reporting cash and cash equivalents, highly liquid investments purchased with original maturities of three months or less are considered cash equivalents.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents of \$15,942 and \$16,053 as of January 31, 2024 and 2023, respectively, consisted of cash and cash equivalents that are held by the trustee of our Series 2018-1 Senior Notes, Series 2020-1 Senior Notes and Series 2021-1 Senior Notes (as defined in Note 8) to be used for debt service payments on our Senior Notes.

Inventories

Inventories are stated at the lower of cost (on a first-in, first-out basis) or net realizable value and consist primarily of restaurant food, packaging and supplies.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method based on the assets' estimated useful lives, which generally range from three to 40 years.

Leasehold improvements are amortized on a straight-line basis over the shorter of the estimated useful lives of the assets or the related lease terms. The amortization period for leasehold improvements includes renewal option periods only in instances in which the exercise of the renewal option is reasonably certain at the acquisition date because failure to exercise such option would result in an economic penalty.

We capitalize direct costs and interest costs associated with construction projects that have a future benefit. If we subsequently make a determination that a site for which development costs have been capitalized will not be acquired or developed, any previously capitalized development costs are expensed and included in general and administrative expenses.

Leases

Lessor Accounting

We recognize lease payments for operating leases as property revenue on a straight-line basis over the lease term. We recognize variable lease payment income for operating leases in the period when changes in facts and circumstances on which the variable lease payments are based occur. We recognize variable lease payment income for operating and financing leases in the period when changes in facts and circumstances on which the variable lease payments are based occur.

Lessee Accounting

We recognize an operating lease asset and lease liability at lease commencement, which are measured by discounting lease payments using the estimated risk free rate as the discount rate. We made an accounting policy election to use the risk-free rate as our discount rate to determine the initial and subsequent measurement of operating lease liabilities. Subsequent amortization of the operating lease asset and accretion of the lease liability for an operating lease is recognized as a single lease cost, on a straight-line basis, over the lease term. Reductions to the operating lease asset and the change in the lease liability are included in changes in operating lease assets and liabilities, net in the Consolidated Statement of Cash Flows.

A finance lease asset is depreciated on a straight-line basis over the lesser of the useful life of the leased asset or lease term. Interest on each finance lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Operating lease and finance lease assets are assessed for impairment in accordance with our long-lived asset impairment policy.

We reassess lease classification and remeasure assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate contract or upon certain other events that require reassessment. We recognize variable lease cost for operating and finance leases in the period when changes in facts and circumstances on which the variable lease payments are based occur.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Goodwill and Intangible Assets

Goodwill represents the excess, if any, of the purchase price over the fair value of identifiable net assets acquired in an acquisition. As of January 31, 2024, our goodwill balance primarily consisted of goodwill recorded in connection with the acquisition of CKE Inc., the Company's sole stockholder, that occurred on December 24, 2013. Goodwill may also be recorded in connection with the acquisition of restaurants from franchisees.

We test goodwill for impairment on an annual basis, or more frequently if events and/or circumstances indicate that goodwill might be impaired. The impairment test is performed at the reporting unit level, and an impairment loss is recognized to the extent that the carrying amount of the reporting unit exceeds its fair value. We consider our reporting units to be company-operated restaurants, domestic franchised restaurants and international franchised restaurants as the components (e.g., restaurants) within each reporting unit have similar economic characteristics, including products and services, production processes, types or classes of customers and distribution methods.

We perform our annual goodwill impairment test on the last day of the first accounting period in our fiscal fourth quarter, which was December 4, 2023 for fiscal 2024. In accordance with authoritative guidance, we first assess qualitative factors to determine whether it is more likely than not that the fair values of our reporting units are less than their carrying amounts. If we conclude that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, we then conduct a single-step quantitative goodwill impairment test, consisting of a comparison of the fair values of the reporting units to the carrying values of the reporting units. If the carrying value of a reporting unit exceeds its fair value, then an impairment charge will be recognized for the amount by which the carrying value exceeds the reporting unit's fair value, not to exceed the total amount of goodwill allocated to that reporting unit.

When we sell restaurants to franchisees, we remove the related goodwill, which is based on the relative fair value of the restaurants sold and the reporting unit as a whole, from our company-operated restaurants reporting unit. A portion of the goodwill, representing the cash flows disposed, is included in the carrying amount of the restaurants in determining the gain or loss on refranchising. The portion of the goodwill disposed is generally based on the price paid to the Company to acquire the restaurants in relation to the fair value of the reporting unit as a whole. The fair value of the reporting unit is based upon the price a willing buyer would pay for the reporting unit. The remaining goodwill related to the divested restaurants, which is attributable to retained cash flows, is transferred from our company-operated restaurants reporting unit to our domestic franchised restaurants reporting unit.

Our indefinite-lived intangible assets consist of trademarks / tradenames. We test trademarks / tradenames for impairment on an annual basis or more frequently if events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. We first assess qualitative factors to determine whether it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying amount. If we conclude that it is more likely than not that the indefinite-lived intangible asset is impaired, we then perform a quantitative test to determine whether the carrying amount is less than the fair value of the indefinite-lived intangible asset and measure the amount of impairment, if any.

Our definite-lived intangible assets consist of franchise agreements and favorable lease agreements and are amortized on a straight-line basis over their estimated useful lives. Our definite-lived intangible assets are tested for impairment when events or circumstances indicate the carrying value may be impaired. Refer to discussion of facility action charges for a discussion of impairment of restaurant-level long-lived assets.

Deferred Financing Costs

Deferred financing costs are capitalized and amortized, utilizing the effective interest method, as a component of interest expense over the terms of the respective financing arrangements. See Note 8 for further discussion.

Book Overdraft

Book overdraft liabilities are included within accounts payable in our accompanying Consolidated Balance Sheets. As of January 31, 2024 and 2023, our book overdraft liability was \$416 and \$1,888, respectively. We classify changes in book overdraft balances as a financing activity in our accompanying Consolidated Statements of Cash Flows.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Self-Insurance

We are self-insured for a portion of losses related to workers' compensation, general liability and auto liability claims. We establish liabilities for self-insurance, with the assistance of actuaries, using assumptions based on the average historical losses on claims we have incurred, actuarial observations of historical claim loss development and actuarial estimates of unpaid losses for each loss category. Our workers' compensation, general liability and auto liability claims are discounted using an estimated risk-free interest rate of 2.5% as of January 31, 2024. As of January 31, 2024 and 2023, our estimated liability for self-insurance was \$13,113 and \$17,996, respectively.

Loss Contingencies

We routinely assess loss contingencies to develop estimates of likelihood of loss and range of possible settlement. We accrue those loss contingencies that are deemed to be probable, and for which the amount of expected loss is reasonably estimable. We do not record liabilities for losses we believe are only reasonably possible to result in an adverse outcome. See Note 14 for further discussion.

Revenue Recognition

Company-operated restaurants revenue is recognized upon the sale of food or beverage to a customer in the restaurant, which is when our obligation to perform is satisfied.

Franchised restaurants and other revenue includes royalties, franchise fees, and rent revenue. Royalties from franchised restaurants are based on a percentage of net sales of the franchised restaurant and are recognized as earned. Royalties are typically billed and paid monthly and are usually 4% to 5% per restaurant. Franchise development and commitment fees are deferred when received, allocated to each agreed upon restaurant, and recognized as revenue over the contractual term of each respective franchise agreement, once the restaurant has opened. Initial franchise fees, training fees, renewal fees and transfer fees are recognized as revenue over the contractual term of the franchise agreements, once the restaurant has opened. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective or when an existing agreement is transferred to another franchisee. These franchise fees are considered highly dependent upon and interrelated with the franchise right granted in the franchise agreement. Further, franchise fees are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants, the franchised restaurants closing prior to the end of the contractual agreement or the franchised restaurants being acquired by the Company. Property revenues consist of rental income from properties we lease or sublease to franchisees. Property revenues are accounted for in accordance with applicable accounting guidance for leases (see Leases above). We present all revenue net of sales tax.

Advertising funds revenue includes contributions to HNAF, Hardee's Co-ops, the Carl's Jr. national advertising fund (the "Carl's Jr. Fund") and certain international advertising funds (collectively, the "Advertising Funds") by franchisees. Revenue related to these contributions is based on a percentage of sales of the franchised restaurants and is recognized as earned.

Our company-operated restaurants and franchised restaurants sell gift cards within the restaurants and through independent retailers that are redeemable for products in our Carl's Jr. and Hardee's restaurants. The Company manages the gift card program and collects all funds from the activation of gift cards. We recognize revenue when cards are redeemed in our company-operated restaurants and reimburse franchisees for the redemption of gift cards in their restaurants. A liability for unredeemed gift cards is included in other current liabilities in our accompanying Consolidated Balance Sheets (see Note 7).

There are no expiration dates on our gift cards, and we do not charge any service fees. While our company-operated restaurants and franchisees continue to honor all gift cards presented for payment, we may determine the likelihood of redemption to be remote for certain cards due to long periods of inactivity. In these circumstances, we may recognize income from unredeemed gift cards ("breakage revenue") if they are not subject to unclaimed property laws. Breakage revenue on all Carl's Jr. and Hardee's gift cards is estimated and recognized over time in proportion to actual gift card redemptions, based on historical redemption rates. We account for breakage revenue in franchised restaurants and other revenue in our accompanying Consolidated Statement of Operations (see Note 15).

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Franchise Operations and Credit Risk

Franchised restaurants and other expense includes rent and occupancy costs related to our franchised restaurants, amortization of franchise agreements, credit losses, and other miscellaneous expenses directly related to our franchise operations. These costs are expensed as incurred.

Accounts receivable consists primarily of amounts due from franchisees for royalties, advertising, franchise fees, and rent. In addition, we have notes and other receivables from certain of our franchisees. The financial condition of our franchisees is, in part, dependent upon the underlying business trends of our brand. This concentration of credit risk is mitigated, in part, by the large number of franchisees and the short-term nature of the receivables.

We record provisions for estimated losses on receivables when we believe our franchisees are unable to make their required payments. We cease accruing royalties and rent revenue from franchisees during the fiscal quarter in which we determine that collectibility of such amounts is not reasonably assured. There are a number of different actions we and/or our franchisees may take to resolve or mitigate franchise collection issues. These actions may include a reduction or deferral of future royalties, a reduction or deferral of future rent for which we are the landlord or the primary obligor to the landlord, invoking personal guarantees, or if necessary, acquiring the restaurants or terminating the franchise agreement.

Advertising

Company-operated and franchised restaurants jointly share in the cost of various advertising and marketing programs. Advertising and marketing contributions for both company-operated and franchised restaurants are generally determined based on a percentage of revenue and contributed to the applicable funds ratably throughout the year. We administer internally the Carl's Jr. Fund advertising and marketing programs, certain international advertising funds and HNAF. A third party administers the Hardee's local co-operative advertising funds.

Advertising costs for company-operated restaurants' contributions to the Advertising Funds is eliminated in consolidation. Advertising contributions by company-operated restaurants totaled \$18,735 and \$17,934 for fiscal 2024 and fiscal 2023, respectively. The cost of local and incremental advertising that is not funded by the Advertising Funds is expensed as incurred.

Share-Based Compensation

We issue equity-based awards to our executive management team, certain key employees, and directors under our equity-based compensation plans. Under the fair value recognition provisions of the authoritative guidance for equity-based compensation awards, we measure the fair value of equity-based awards at the grant date and the fair value is recognized as expense over the requisite service period.

Our equity-based compensation structure includes both time vesting and performance vesting profit sharing interests. We recognize compensation expense relating to time vesting profit sharing interests ratably over the requisite service period for the entire award. Performance vesting profit sharing interests vest through meeting performance and service conditions. We record compensation expense for performance vesting profit sharing interests when we deem the achievement of the performance goals to be probable. We recognize compensation expense for each separately vesting portion of performance vesting profit sharing interests ratably over the requisite service period that is determined to be the most likely outcome. We record reversals of share-based compensation expense for forfeitures as they occur. Our share-based compensation structure is described more fully in Note 17.

Facility Action Charges

From time to time, we identify restaurants that have carrying values in excess of their fair values and, as a result, we may record impairment charges. We may also close or rebrand these or other restaurants and lease or sublease the restaurant property to a franchisee or to a business other than one of our restaurant concepts. The financial statement impact resulting from these and similar actions are recorded in our accompanying Consolidated Statements of Operations as facility action charges, net and include:

- (i) impairment of restaurant-level long-lived assets for restaurants to be disposed of or held and used;

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

- (ii) store closure costs, including rent, taxes, depreciation and other costs incurred for closing a store; and
- (iii) gain or loss on the sale of restaurants, including refranchising transactions.

Considerable management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, closure costs, expected sublease income and refranchising proceeds. Accordingly, actual results could vary significantly from our estimates.

(i) Impairment of Restaurant-Level Long-Lived Assets

Whenever events or circumstances indicate that the carrying value of assets may be impaired, we evaluate our restaurant-level long-lived assets for impairment. For purposes of impairment testing, assets are grouped at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities, which is generally the individual restaurant level for fixed assets, finance lease assets and operating lease assets. For each asset group, we evaluate whether there are indicators of impairment such as sequential annual cash flow losses or adverse changes in the physical condition or expected use of the asset group. When indicators of impairment exist, we evaluate whether the assets are recoverable by comparing the undiscounted future cash flows that we expect to generate from their use and disposal to their carrying value. Restaurant-level assets that are not deemed to be recoverable are written down to their estimated fair value, which is determined by assessing the highest and best use of the assets and the amounts that would be received for such assets in an orderly transaction between market participants.

Our impairment analyses rely upon a number of estimates, assumptions and measurements with significant Level 2 and Level 3 unobservable inputs (see Note 13), including estimates of future cash flows, assumptions of future same-store sales and projected operating expenses for each of our restaurants over their estimated remaining useful lives in order to evaluate recoverability and estimate fair value. Future cash flows are estimated based upon experience gained, current intentions about refranchising or closing restaurants, recent and expected sales trends, internal plans, the period of time since the restaurant was opened or remodeled, the maturity of the related market and other relevant information. We generally estimate the useful life of restaurants on owned property to be 20 to 40 years and estimate the useful life of restaurants subject to leases to range from the end of the lease term then in effect to the end of such lease term including option periods. If our future cash flows or same-store sales do not meet or exceed our forecasted levels, or if restaurant operating cost increases exceed our forecast and we are unable to recover such costs through price increases, the carrying value of certain of our restaurants may prove to be unrecoverable, and we may incur additional impairment charges in the future.

(ii) Store Closure Costs

We typically make decisions to close restaurants based on prospects for estimated future profitability. However, sometimes we are forced to close restaurants due to circumstances beyond our control (e.g., a landlord's refusal to negotiate a new lease). When restaurants continue to perform poorly, we consider a number of factors, including the demographics of the location and the likelihood of being able to improve an unprofitable restaurant. Based on the operators' judgment and a financial review, we estimate the future cash flows. If we determine that the restaurant will not, within a reasonable period of time, operate at break-even cash flow or be profitable, and we are not contractually obligated to continue operating the restaurant, we may decide to close the restaurant.

(iii) Gain or Loss on the Sale of Restaurants, Including Refranchising Transactions

We record gains and losses on the sale of restaurants as the difference between the net proceeds received and net carrying values of the net assets of the restaurants sold. As discussed within the section "Goodwill and Intangible Assets" in this Note 1, we include goodwill in the carrying amount of the restaurants in determining the gain or loss on disposal. If we sublease a restaurant to a franchisee on terms that result in a probable loss, then we will establish a lease subsidy allowance and record a loss at the time we enter into the lease arrangement. As further described above, the amount of the estimated liability for the lease subsidy is the present value of our estimated future payments, net of the present value of the expected sublease income.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Contract Liabilities - Deferred Franchise Fees

The following table provides information about contract liabilities, specifically deferred franchise fees, received from contracts with customers:

	<u>2024</u>	<u>2023</u>
Deferred franchise fees, beginning of year	\$ 35,942	\$ 37,420
Revenue recognized during the period	(4,917)	(6,142)
New deferrals due to cash received	4,916	4,664
Deferred franchise fees, end of year	<u>\$ 35,941</u>	<u>\$ 35,942</u>

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

Fiscal:		
2025	\$	3,454
2026		3,018
2027		2,801
2028		2,665
2029		2,546
Thereafter		21,457
Total estimated future amortization income	<u>\$</u>	<u>35,941</u>

Deferred franchise fees are recorded in other current liabilities and other long-term liabilities in our accompanying Consolidated Balance Sheets as of January 31, 2024 and January 31, 2023, respectively.

Income Taxes

We are included in the consolidated federal income tax returns and combined state income tax returns of CKE Holding Corporation (“CKE”). For the purpose of determining the income taxes attributable to CKE Restaurants and its subsidiaries, we prepare our income tax provision as if we were a separate taxpayer. As a result of this treatment, we make income tax payments to our corporate parent based upon our separate return taxable income. We additionally make income tax payments directly to federal, state, local and foreign taxing jurisdictions.

Our current provision for income taxes is based on our estimated taxable income in each of the jurisdictions in which we operate, after considering the impact on our taxable income of temporary differences resulting from disparate treatment of items, such as depreciation, interest expense, advertising funds, sale-leaseback transactions, various reserves, tax credits and net operating losses (“NOL”), for tax and financial reporting purposes. We record deferred income taxes for the estimated future income tax effect of temporary differences between the financial and tax bases of assets and liabilities using the asset and liability method. Deferred income tax assets are also recorded for NOL and income tax credit carryforwards. A valuation allowance to reduce the carrying amount of deferred income tax assets is established when it is more likely than not that we will not realize some portion or all of the tax benefit of our deferred income tax assets. We evaluate, on a quarterly basis, whether it is more likely than not that our deferred income tax assets are realizable. In performing this analysis, we consider all available evidence, both positive and negative, including historical operating results, the estimated timing of future reversals of existing taxable temporary differences, estimated future taxable income exclusive of reversing temporary differences and carryforwards and potential tax planning strategies that may be employed to prevent NOL or tax credit carryforwards from expiring unused. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred income tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

From time to time, we may take positions in filing our income tax returns that differ from the treatment of the same items for financial reporting purposes. The ultimate outcome of these items will not be known until the Internal Revenue Service, or similar state taxing authority, has completed its examination or until the statute of limitations has expired.

We maintain a liability for underpayment of income taxes and related interest and penalties, if any, related to uncertain income tax positions. The tax benefit from an uncertain tax position is recognized either upon the expiration of the statutory audit period or when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. Our policy on the classification of interest and penalties related to the underpayment of income taxes and uncertain tax positions is to record interest in interest expense, and to record penalties, if any, in general and administrative expense, in our accompanying Consolidated Statements of Operations. Accrued interest and penalties are included in our liability for uncertain tax positions.

Distributor Concentration Risk

We currently rely on a limited number of distributors to deliver food, packaging and supplies to our restaurants. Although we could use alternative distributors, an unforeseen change in distributor could cause a delay in receipt of food, packaging or supplies and possibly result in unfavorable costs and loss of sales.

Foreign Currency

The functional currency of our foreign entities is the currency of the primary economic environment in which the entity operates. Functional currency determinations are made based upon a number of economic factors, including but not limited to cash flows and financing transactions. The operations, assets and liabilities of our entities outside the United States are initially measured using the functional currency of that entity. The income and expense accounts are then translated into U.S. dollars at the average exchange rates prevailing during the period. The assets and liabilities are translated into U.S. dollars at exchange rates in effect at the balance sheet date.

Comprehensive Income

We present comprehensive income in our accompanying Consolidated Statements of Comprehensive Income. Comprehensive income includes, in addition to net income, changes in equity that are excluded from our Consolidated Statements of Operations and are recorded directly into a separate section of equity on our Consolidated Balance Sheets. Accumulated other comprehensive income is comprised entirely of foreign currency translation adjustments attributable to CKE Restaurants Holdings, Inc.

Reclassification

Certain prior year amounts in the Consolidated Statements of Operations have been reclassified in order to be comparable with the current year classification. These consist of the reclassification for the year ended January 31, 2023 certain workers compensation expense of \$2,846 from Payroll and other employee benefits to Occupancy and other expense. These reclassifications did not arise as a result of any changes to accounting policies and relate entirely to presentation with no effect on previously reported net income.

Subsequent Events

We have evaluated subsequent events through April 10, 2024, the date our Consolidated Financial Statements were available to be issued and except as discussed in Note 8, have determined that no material subsequent events occurred after the balance sheet date.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 2 — ADOPTION OF NEW ACCOUNTING PRONOUNCEMENTS AND ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

New Accounting Standards Adopted

Credit Impairment

In June 2016, the Financial Accounting Standards Board (“FASB”) issued a standard that requires measurement and recognition of expected versus incurred credit losses for financial assets held, including trade receivables. The standard is effective for interim and annual reporting periods beginning after December 15, 2019 for public entities. For other entities, the standard is effective for interim and annual reporting periods beginning after December 15, 2022. The Company adopted this amendment during the first quarter of 2024. The adoption of this guidance did not have a material impact on our Consolidated Financial Statements.

New Accounting Standards Not Yet Adopted

Income Tax Disclosures

In December 2023, the FASB issued guidance that enhances income tax disclosures including expanded qualitative effective tax rate reconciliation. The standard also requires annual disclosure of income taxes paid disaggregated by federal, state and foreign taxes. The standard is effective for annual reporting periods beginning after December 15, 2024 for public entities. For other entities, the standard is effective for annual reporting periods beginning after December 15, 2025. Early adoption of the guidance is permitted. We are currently evaluating the impact the adoption of this standard will have on our Consolidated Financial Statements.

NOTE 3 — ACCOUNTS RECEIVABLE, NET

Accounts receivable, net, as of January 31, 2024 and 2023 consisted of the following:

	<u>2024</u>	<u>2023</u>
Trade receivables	\$ 37,850	\$ 37,474
Leases receivable	180	206
Taxes receivable	24	183
Notes receivable	2,759	1,711
Allowance for credit losses	(2,375)	(2,033)
Total accounts receivable, net	<u>\$ 38,438</u>	<u>\$ 37,541</u>

The following table summarizes the activity in the allowance for credit losses:

	<u>Fiscal 2024</u>	<u>Fiscal 2023</u>
Allowance for credit losses, beginning of year	\$ 2,033	\$ 3,413
Provision	2,133	1,270
Recoveries	(894)	(1,701)
Charge-offs	(897)	(949)
Allowance for credit losses, end of year	<u>\$ 2,375</u>	<u>\$ 2,033</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 4 — PROPERTY AND EQUIPMENT, NET

Property and equipment, net, consisted of the following as of January 31, 2024 and 2023:

	Estimated Useful Life	2024	2023
Land		\$ 192,390	\$ 195,288
Leasehold improvements	3-25 years	105,359	103,637
Buildings and improvements	3-40 years	191,141	190,542
Equipment, furniture and fixtures	3-8 years	140,630	115,486
Finance leases	5-33 years	18,174	9,264
		<u>647,694</u>	<u>614,217</u>
Less accumulated depreciation and amortization ⁽¹⁾		(270,258)	(242,645)
Total property and equipment, net		<u>\$ 377,436</u>	<u>\$ 371,572</u>

(1) The accumulated amortization related to finance leases was \$333 and \$1,375 as of January 31, 2024 and 2023, respectively.

Depreciation and amortization expense related to property and equipment for fiscal 2024 and 2023 was \$36,202 and \$35,375, respectively. Amortization of property under finance leases is included within depreciation and amortization expense.

During fiscal 2024 and 2023, we capitalized interest costs in the amounts of \$180 and \$325, respectively.

NOTE 5 — ACQUISITIONS AND REFRANCHISING ACTIVITY

Acquisition of Restaurants

During the fiscal year ended January 31, 2024, we purchased nineteen Hardee's restaurants and one Carl's Jr. restaurant from franchisees for purchase price consideration of \$3,342, which in combination with certain assets subject to pre-existing relations with these franchisees, results in aggregate consideration transferred for \$3,438. As a result of these transactions, we recorded the following:

	Fiscal 2024
Net working capital	\$ 55
Property and equipment	12,281
Operating lease assets	5,048
Reacquired franchise rights	1,810
Operating leases	(5,048)
Finance leases	(10,708)
Net assets acquired and liabilities assumed	<u>\$ 3,438</u>

The resulting acquisitions result in no goodwill. Legal, travel and other expenses related to these acquisitions totaled \$1,075 during the fiscal year ended January 31, 2024.

Refranchising Transaction

During fiscal 2024, we sold one Hardee's restaurant and certain related inventory and fixed assets with a net book value of \$1,267 and disposed of its allocated goodwill of \$662. In connection with the sale of this restaurant, we received aggregate consideration of \$2,082, and recognized a net gain of \$153, which is included in facility action charges, net, in our

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

accompanying Consolidated Statements of Operations. In connection with the refranchising transaction, the franchisee acquired real property and equipment related to the restaurant location.

NOTE 6 — GOODWILL AND INTANGIBLE ASSETS, NET

During the fourth quarter of fiscal 2024 and 2023, we performed our annual impairment tests for goodwill and indefinite-lived intangible assets using a qualitative approach and determined that it is more likely than not that the fair value is greater than the carrying value. Accordingly, no impairment losses were recorded in fiscal 2024 or 2023.

The table below presents our intangible assets as of January 31, 2024 and 2023:

	Weighted-Average Life (Years)	2024			2023		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trademarks / tradenames	Indefinite	\$ 614,400	\$ —	\$ 614,400	\$ 614,400	\$ —	\$ 614,400
Franchise agreements	20	321,665	(160,157)	161,508	319,855	(143,300)	176,555
Favorable lease agreements	17	5,875	(4,245)	1,630	9,688	(7,613)	2,075
Total intangible assets		<u>\$ 941,940</u>	<u>\$ (164,402)</u>	<u>\$ 777,538</u>	<u>\$ 943,943</u>	<u>\$ (150,913)</u>	<u>\$ 793,030</u>

Amortization expense related to these intangible assets for fiscal 2024 and 2023 was \$17,302 and \$17,132, respectively. Our estimated future amortization expense related to these intangible assets is set forth as follows:

Fiscal:

2025	\$ 16,785
2026	16,611
2027	16,532
2028	16,333
2029	16,273
Thereafter	<u>80,604</u>
Total estimated future amortization expense	<u>\$ 163,138</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 7 — OTHER CURRENT LIABILITIES

Other current liabilities as of January 31, 2024 and 2023 consisted of the following:

	<u>2024</u>	<u>2023</u>
Salaries, wages and other benefits	\$ 15,610	\$ 8,802
Income taxes payable	13,955	9,887
Financing method sale-leaseback liability, current portion	11,287	10,170
Accrued interest	5,663	5,934
Gift card and gift certificate liabilities	4,479	4,651
Estimated liability for self-insurance, current portion	3,545	5,813
Deferred franchise and development fees	3,454	3,376
Accrued property taxes	3,089	4,573
State sales tax	2,017	2,288
Utilities	1,004	1,028
Other accrued liabilities	7,538	10,231
Total other current liabilities	<u>\$ 71,641</u>	<u>\$ 66,753</u>

NOTE 8 — LONG-TERM DEBT

Long-term debt as of January 31, 2024 and 2023 consisted of the following:

	<u>2024</u>	<u>2023</u>
Series 2018-1 Class A-2 Notes:		
Series 2018-1 Class A-2-II Notes	\$ 331,625	\$ 335,125
Series 2018-1 Class A-2-III Notes	236,875	239,375
Series 2020-1 Class A-2 Notes	388,000	392,000
Series 2021-1 Class A-2 Notes	175,500	177,300
Other Notes	—	1,900
Unamortized deferred financing costs on Senior Notes	(12,178)	(15,595)
Long-term debt	<u>1,119,822</u>	<u>1,130,105</u>
Less current portion	(11,800)	(13,700)
Long-term debt, less current portion	<u>\$ 1,108,022</u>	<u>\$ 1,116,405</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

As of January 31, 2024, the aggregate maturities of our long-term debt, based on the anticipated repayment date and excluding the effects of amortization of the deferred financing costs on the Series 2018-1 Senior Notes, Series 2020-1 Senior Notes, Series 2021-1 Senior Notes and Other Notes are as follows:

Fiscal:		
2025	\$	11,800
2026		336,425
2027		8,300
2028		380,300
2029		395,175
Thereafter		—
Total long-term debt	<u>\$</u>	<u>1,132,000</u>

Series 2018-1 Senior Notes, Series 2020-1 Senior Notes and Series 2021-1 Senior Notes

On June 20, 2018, we completed a company-wide refinancing transaction (the “Series 2018-1 Refinancing”). In connection with the Series 2018-1 Refinancing, Carl’s Jr. Funding LLC and Hardee’s Funding LLC (collectively, the “Co-Issuers”), our indirect wholly-owned subsidiaries, issued an aggregate principal amount of \$1,000,000 Series 2018-1 Fixed Rate Senior Secured Notes, Class A-2, (“Series 2018-1 Class A-2 Notes”) and \$70,000 Series 2018-1 Class A-1 Variable Funding Senior Secured Notes (“Series 2018-1 Variable Funding Notes”, and together with the Series 2018-1 Class A-2 Notes, the “Series 2018-1 Senior Notes”). The indenture governing the Series 2018-1 Senior Notes (the “Indenture”) allows the Co-Issuers to issue additional series of notes in the future subject to certain conditions.

The Series 2018-1 Class A-2 Notes were issued in three tranches: (i) \$400,000 of Series 2018-1 4.250% Fixed Rate Senior Secured Notes, Class A-2-I, with an anticipated repayment date of June 2022; (ii) \$350,000 of Series 2018-1 4.959% Fixed Rate Senior Secured Notes, Class A-2-II, with an anticipated repayment date of June 2025; and (iii) \$250,000 of Series 2018-1 5.710% Fixed Rate Senior Secured Notes, Class A-2-III, with an anticipated repayment date of June 2028. The Series 2018-1 Class A-2 Notes have a legal final maturity date of June 2048. The Series 2018-1 Class A-2 Notes require scheduled quarterly principal payments of \$2,500 with the first principal payment due December 20, 2018. The interest payments for the Series 2018-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December.

The Series 2018-1 Variable Funding Notes provide for senior secured revolving facility loans, and subfacilities for swingline loans and letters of credit, in an aggregate amount of \$70,000. On October 26, 2022, the Series 2018-1 Variable Funding Notes were amended to extend the maturity date to September 2027, including options for renewal for two additional twelve-month terms (subject to certain conditions, including a minimum debt service coverage ratio). The Series 2018-1 Variable Funding Notes bear interest at a variable interest rate equal to (a) a commercial paper rate plus 3.00%, (b) the term SOFR rate plus 3.00% or (c) 2.00% plus the greater of (i) the Prime Rate, (ii) the Federal Funds rate plus 0.50%, or (iii) term SOFR plus 1.00%. The actual interest rate incurred is determined by how the borrowings were funded by participating investors, but in any event, will fall under one of the three scenarios described above. The Series 2018-1 Variable Funding Notes require us to pay a commitment fee of 0.50% per annum for unused commitments and letter of credit fees of 3.00% per annum on our outstanding non-cash collateralized letters of credit. Interest and other fees on the Series 2018-1 Variable Funding Notes are due quarterly in arrears on the 20th day of each March, June, September and December. As of January 31, 2024, we had no outstanding loan borrowings, \$22,647 of outstanding letters of credit and remaining availability of \$47,353 under our Series 2018-1 Variable Funding Notes.

On December 21, 2020, the Co-Issuers paid down the entire outstanding principal balance of our Series 2018-1 Class A-2-I Notes with the issuance of an aggregate principal amount of \$400,000 of Series 2020-1 3.981% Fixed Rate Senior Secured Notes, Class A-2 (the “Series 2020-1 Class A-2 Notes”). Our Series 2018-1 4.959% Fixed Rate Senior Secured Notes, Class A-2-II and Series 2018-1 5.710% Fixed Rate Senior Secured Notes, Class A-2-III remain outstanding. The Series 2020-1 Class A-2 Notes were issued pursuant to an amendment to the Indenture and have an anticipated repayment date of December 2027. The Series 2020-1 Class A-2 Notes have a legal final maturity date of December 2050. The Series 2020-1 Class A-2 Notes require scheduled quarterly principal payments of \$1,000 beginning March 22, 2021. The interest payments for the Series 2020-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

On June 24, 2021, the Co-Issuers issued an aggregate principal amount of \$180,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Class A-2 (the “Series 2021-1 Class A-2 Notes”, and together with the “Series 2020-1 Class A-2 Notes” and the remaining Series 2018-1 Class A-2 Notes, all of which remain outstanding, the “Class A-2 Notes” and, collectively with the Series 2018-1 Variable Funding Notes, the “Senior Notes”). The Series 2021-1 Class A-2 Notes were issued pursuant to an amendment to the Indenture and have an anticipated repayment date of June 2028. The Series 2021-1 Class A-2 Notes have a legal final maturity date of June 2051. The Series 2021-1 Class A-2 Notes require scheduled quarterly principal payments of \$450 with the first principal payment due September 20, 2021. The interest payments for the Series 2021-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December. The remaining outstanding tranches of the Series 2021-1 Class A-2 Notes, the Series 2020-1 Class A-2 Notes and the Series 2018-1 Class A-2 Notes collectively require quarterly principal payments of \$2,500.

The Senior Notes are secured by substantially all assets of the Co-Issuers and their subsidiaries and immediate holding companies (collectively, the “CKE Securitization Entities”), but are not guaranteed by or secured with the assets of CKE or its other subsidiaries, including CKE Restaurants. The Indenture requires the CKE Securitization Entities to report and remit weekly cash flows of the CKE Securitization Entities to the trustee of the Senior Notes. The weekly cash flows are subject to a priority of payments that provides for the payment of funds to specific trust accounts for debt service and other specified purposes set forth in the Indenture. The amount of weekly cash flow, if any, that exceeds the amounts required by the priorities of payment is remitted to CKE Restaurants in the form of an equity distribution.

We expect that the Co-Issuers will repay or refinance each tranche of the Class A-2 Notes at or before its respective anticipated repayment date. However, in the event that the Co-Issuers do not repay any tranche of Class A-2 Notes in full by its anticipated repayment date, such tranche of the Class A-2 Notes would be subject to additional interest at an interest rate of at least 5% per annum, and principal payments on all outstanding Senior Notes would accelerate until the debt is paid in full. If certain conditions are met, including a maximum leverage ratio for the CKE Securitization Entities of 5.0x of total net indebtedness to net cash flow, each as defined in the Indenture, the Co-Issuers may elect not to make the scheduled principal payments on the Class A-2 Notes. The Co-Issuers may optionally prepay up to 35% of the original principal amount of each tranche of the Series 2018-1 Class A-2 Notes (but not the Series 2020-1 Class A-2 Notes or the Series 2021-1 Class A-2 Notes) at any time at par, other than with proceeds from indebtedness. Generally, any optional (and certain mandatory) prepayments in excess of such amount would be subject to a make-whole premium as defined in the Indenture. Beginning eighteen months prior to the anticipated repayment date for the Series 2018-1 Class A-2-II Notes, thirty months prior to the anticipated repayment date for the Series 2018-1 Class A-2-III Notes, thirty-six months prior to the anticipated repayment date for the Series 2020-1 Class A-2 Notes and forty-two months prior to the anticipated repayment date for the Series 2021-1 Class A-2 Notes, the Co-Issuers may repay all or a portion of the remaining principal amount of such applicable tranche of Class A-2 Notes at par.

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) required actions to perfect the security interest in certain collateral upon the occurrence of certain performance-related events, (ii) application of certain disposition proceeds as note prepayments, subject to certain exceptions, (iii) maintenance of specified reserve accounts, (iv) maintenance of certain debt service coverage ratios, (v) mandatory prepayments with indemnification payments for defective or ineffective collateral, and (vi) covenants relating to record keeping, access to information and similar matters. If certain covenants or restrictions are not satisfied or complied with, the Senior Notes are subject to accelerated repayment events and events of default. Although management does not anticipate an event of default, if any such event occurred and was not cured within any applicable cure period, the unpaid amounts outstanding could become immediately due and payable.

In connection with the amendment of the 2018-1 Variable Funding Notes in fiscal year 2023, we incurred debt issuance costs of \$861 which were capitalized. These deferred financing costs will be amortized using the effective interest method over the expected term of the 2018-1 Variable Funding Notes.

In the first quarter of fiscal 2025, the Co-Issuers issued an aggregate principal amount of \$350,000 of Series 2024-1 7.253% Fixed Rate Senior Secured Notes, Class A-2 (the “Series 2024-1 Class A-2 Term Notes”). The Series 2024-1 Class A-2 Term Notes have an anticipated repayment date of March 2031 and a legal final maturity date of March 2054. The Series 2024-1 Class A-2 Term Notes require scheduled quarterly principal payments of \$875 with the first principal payment due June 20, 2024. The interest payments for the Series 2024-1 Class A-2 Term Notes are due quarterly in arrears on the 20th day of

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

each March, June, September and December. A portion of the proceeds of the issuance of the Series 2024-1 Class A-2 Term Notes were used to repay the Series 2018-1 Class A-2-II Term Notes in full, including accrued interest.

Other Notes

In connection with the acquisition of Hardee's restaurants from a franchisee, we assumed a \$2,100 unsecured note. On November 20, 2020, we paid down \$200. On July 25, 2023, we paid down the remaining \$1,900.

Interest Expense

Interest expense consisted of the following:

	Fiscal 2024	Fiscal 2023
Series 2018-1 Class A-2 Notes	\$ 30,013	\$ 30,364
Series 2020-1 Class A-2 Notes	15,466	15,643
Series 2021-1 Class A-2 Notes	5,034	5,092
Amortization of deferred financing costs	3,417	3,352
Finance leases	1,318	1,302
Financing method sale-leaseback obligations (see Note 10)	5,793	6,276
Letter of credit fees, commitment fees and other	1,048	871
Total interest expense	<u>\$ 62,089</u>	<u>\$ 62,900</u>

NOTE 9 — LEASES

We occupy land and buildings under lease agreements expiring on various dates through fiscal 2046. Many leases provide for future rent escalations and renewal options. In addition, variable lease payments such as a percentage of sales in excess of specified levels, is often required. Most leases obligate us to pay costs of maintenance, insurance and property taxes.

Company as Lessor

We lease and sublease land and buildings to others, primarily as a result of the refranchising of certain restaurants. Many of these leases provide for fixed payments, while others provide for variable rent when sales exceed certain levels or for rent based on a percentage of sales. Lessees and sublessees generally bear the cost of maintenance, insurance and property taxes. The carrying values of assets leased to others as of January 31, 2024 and 2023 are as follows:

	2024	2023
Land	\$ 104,028	\$ 118,730
Leasehold improvements	3,916	8,285
Buildings and improvements	68,563	88,190
	176,507	215,205
Less accumulated depreciation and amortization	(57,231)	(72,873)
Total assets leased to others	<u>\$ 119,276</u>	<u>\$ 142,332</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The components of lease income for January 31, 2024 and 2023 are as follows:

	<u>2024</u>	<u>2023</u>
Rent revenue:		
Minimum rent revenue	\$ 90,450	\$ 94,426
Variable lease payments	6,700	6,875
Total rent revenue	<u>\$ 97,150</u>	<u>\$ 101,301</u>

We sublease to others some of our property under finance leases. These assets are recorded as lease receivables and are included in accounts receivable, net and other assets, net in our accompanying Consolidated Balance Sheets. As of January 31, 2024, future minimum lease and sublease rent revenue expected to be received, are as follows:

	<u>Finance Leases</u>		<u>Operating Leases</u>	
	<u>Subleases</u>		<u>Subleases</u>	<u>Owned Properties</u>
Fiscal:				
2025	\$ 246	\$	79,579	\$ 7,595
2026	245		71,374	8,191
2027	213		61,550	8,202
2028	190		53,678	7,853
2029	97		42,996	7,129
Thereafter	202		123,329	45,439
Total future minimum lease and sublease rent revenue	1,193	\$	<u>432,506</u>	<u>\$ 84,409</u>
Unearned interest income	(229)			
Present value of leases receivable	964			
Less current portion	(180)			
Leases receivable, less current portion	<u>\$ 784</u>			

Company as Lessee

The components of lease cost for January 31, 2024 and are as follows:

	<u>Fiscal 2024</u>	<u>Fiscal 2023</u>
Finance lease cost:		
Amortization of finance lease assets	\$ 1,596	\$ 2,432
Interest on finance lease liabilities	1,572	1,302
Variable lease cost	2	173
Total finance lease cost	<u>3,170</u>	<u>3,907</u>
Operating lease cost	92,340	93,249
Variable lease cost	1,854	1,391
Total operating lease cost	<u>94,194</u>	<u>94,640</u>
Total lease cost	<u>\$ 97,364</u>	<u>\$ 98,547</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Minimum lease payments for all leases and the present value of minimum lease payments for operating and finance leases as of January 31, 2024 are as follows:

	Finance Leases		Operating Leases	
	Company- Operated	Franchise & Other	Company- Operated	Franchise & Other
Fiscal:				
2025	\$ 1,573	\$ 1,501	\$ 15,730	\$ 70,729
2026	1,629	1,426	14,906	63,671
2027	1,658	1,358	13,995	54,043
2028	1,672	1,302	12,851	45,818
2029	1,684	1,161	11,193	35,269
Thereafter	16,147	5,032	49,311	103,314
Total minimum lease payments	24,363	11,780	117,986	372,844
Less amount representing interest	(8,010)	(3,248)	(12,640)	(32,334)
Present value of minimum lease payments	16,353	8,532	105,346	340,510
Less current portion	(634)	(881)	(13,375)	(66,248)
Lease obligations, less current portion	<u>\$ 15,719</u>	<u>\$ 7,651</u>	<u>\$ 91,971</u>	<u>\$ 274,262</u>

Net rent under non-cancelable operating leases was as follows:

	Fiscal 2024	Fiscal 2023
Rent revenue:		
Minimum rent revenue	\$ 90,450	\$ 94,426
Variable lease payments	6,700	6,875
Total rent revenue	<u>97,150</u>	<u>101,301</u>
Rent expense:		
Operating lease cost	(92,340)	(93,249)
Variable lease cost	(1,854)	(1,391)
Total operating lease cost	<u>(94,194)</u>	<u>(94,640)</u>
Net rent income	<u>\$ 2,956</u>	<u>\$ 6,661</u>

Lease Term and Discount Rate as of January 31,

Weighted-average remaining lease term:

	2024	2023
Finance leases	12.11 years	10.19 years
Operating leases	7.67 years	7.89 years

Weighted-average discount rate:

	2024	2023
Finance leases	6.5 %	8.1 %
Operating leases	2.4 %	1.8 %

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 10 — SALE-LEASEBACK TRANSACTIONS

We currently have entered into agreements with independent third parties under which we sold and leased back a total of 126 restaurant properties. The initial minimum lease terms are 20 years and include renewal options. The leases also include provisions that provide us with the ability to repurchase the properties, which for accounting purposes, prevents sale recognition as the leased properties are real estate, and we have concluded that no two real estate assets are substantially the same.

Under the financing method, the sales proceeds received are recorded in other current liabilities and other long-term liabilities until our continuing involvement with the properties is terminated, and the associated properties are reported as owned assets and depreciated over their remaining useful lives. Rent payments for these leases are recorded as principal and interest. The net book value of the associated assets, which is included in property and equipment, net of accumulated depreciation and amortization, in our accompanying Consolidated Balance Sheets was \$115,805 and \$117,126 as of January 31, 2024 and 2023, respectively.

During fiscal 2023, the lease agreements for two of our restaurant properties were terminated. As we no longer have continuing involvement in the properties, we recognized a net gain of \$1,160 associated with the write-off of the assets and liabilities. The net gain is included in facility action charges, net in our accompanying Consolidated Statement of Operations for fiscal 2023.

Closing costs and other fees related to sale-leaseback transactions are treated as deferred financing costs, which are recorded as a reduction to the liability balance and amortized to interest expense over the initial minimum lease term.

As of January 31, 2024, our future minimum lease commitments for our financing method sale-leaseback obligations are as follows:

Fiscal:	
2025	\$ 16,202
2026	16,212
2027	16,410
2028	17,250
2029	17,813
Thereafter	<u>66,043</u>
Total minimum lease payments	149,930
Less amount representing interest	(32,652)
Residual property obligation ⁽¹⁾ , deferred financing costs and deferred sales proceeds	<u>102,346</u>
Financing method sale-leaseback liability	219,624
Less current portion	<u>(11,287)</u>
Financing method sale-leaseback liability, less current portion	<u>\$ 208,337</u>

- (1) Although we have legally transferred title of the sale-leaseback properties, we have included an obligation to convey, for accounting purposes, the sale-leaseback assets at the end of the primary lease term. This obligation was established in acquisition accounting and based on the estimated residual value of the sale-leaseback assets at the end of the primary lease term.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 11 — OTHER LONG-TERM LIABILITIES

Other long-term liabilities as of January 31, 2024 and 2023 consisted of the following:

	<u>2024</u>	<u>2023</u>
Financing method sale-leaseback liability, long-term portion	\$ 208,337	\$ 219,707
Deferred franchise and development fees	32,487	32,566
Estimated liability for self-insurance, long-term portion	9,568	12,183
Deferred beverage income	5,721	3,645
Unfavorable lease agreements	4,480	6,911
Other	3,038	2,485
Total other long-term liabilities	<u>\$ 263,631</u>	<u>\$ 277,497</u>

NOTE 12 — EQUITY

As of January 31, 2024 and 2023, a total of 100 shares of \$0.01 par value common stock of CKE Restaurants are issued and outstanding. Each share of common stock entitles the shareholder to one vote per share and is eligible to receive dividend payments when declared. As discussed more fully in Note 8, the Indenture governing the Senior Notes includes certain covenants and restrictions that may limit CKE Restaurants' ability to declare and pay dividends. No dividends were declared and paid in fiscal 2024 and 2023.

During fiscal 2023, CKE Inc. merged with CKE Restaurants which survives the merger. As a result of the merger, all assets, liabilities and debts of CKE, Inc. transferred to CKE Restaurants. The intercompany note agreements between the entities were cancelled, and the CKE Restaurants note receivable from CKE Inc. in the amount of \$441,866 was reclassified to accumulated deficit. In addition, \$316 of cash held by CKE Inc. was consolidated into CKE Restaurants.

NOTE 13 — FAIR VALUE OF FINANCIAL INSTRUMENTS

The following table presents information on our financial instruments as of January 31, 2024 and 2023:

	<u>2024</u>		<u>2023</u>	
	<u>Carrying Amount</u>	<u>Estimated Fair Value</u>	<u>Carrying Amount</u>	<u>Estimated Fair Value</u>
Financial liabilities:				
Series 2018-1 Class A-2-II Notes	\$ 329,928	\$ 315,044	\$ 332,363	\$ 319,515
Series 2018-1 Class A-2-III Notes	234,366	222,070	236,353	227,945
Series 2020-1 Class A-2 Notes	382,905	344,350	385,688	346,802
Series 2021-1 Class A-2 Notes	172,623	146,543	173,801	146,485
Other Notes	—	—	1,900	1,900

The fair value of cash and cash equivalents and restricted cash and cash equivalents each approximate their respective carrying amounts due to the short maturity of the balances. The carrying amounts of notes receivable, net (both current and non-current) of related allowance for credit losses approximate fair value. The estimated fair values of our borrowings under the Series 2018-1, Series 2020-1 and Series 2021-1 Class A-2 Notes were determined by obtaining estimated market prices from an investment banking firm as of the balance sheet dates. The carrying amount of the other notes approximates fair value.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

participants on the measurement date. Entities are required to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value based on the following fair value hierarchy:

Level 1 - Quoted prices in active markets for identical assets or liabilities;

Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Our non-financial long-lived assets, including goodwill, intangible assets and property and equipment, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on a periodic basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, we assess our long-lived assets for impairment. When impairment has occurred, such long-lived assets are written down to fair value. See Note 16 for further information regarding impairment charges.

The following table presents long-lived assets measured at fair value on a non-recurring basis during fiscal 2024:

	<u>Fair Value Measurements</u>	<u>Impairment Charges</u>
Assets to be disposed of (Level 2) ⁽¹⁾	\$ —	\$ 3,311
Assets to be held and used (Level 3) ⁽²⁾	—	1,044

(1) Represents the impairment of long-lived assets including property & equipment, net and operating lease assets for multiple domestic company-operated closed restaurants.

(2) Represents impairment recorded for two underperforming domestic company-operated restaurants.

The following table presents long-lived assets measured at fair value on a non-recurring basis during fiscal 2023:

	<u>Fair Value Measurements</u>	<u>Impairment Charges</u>
Assets to be disposed of (Level 2) ⁽¹⁾	\$ —	\$ 3,657
Assets to be held and used (Level 3) ⁽²⁾	—	444

(1) Represents the impairment of long-lived assets including property & equipment, net and operating lease assets for multiple domestic company-operated closed restaurants as well as multiple restaurants operated by the Shanghai business.

(2) Represents impairment recorded for two underperforming domestic company-operated restaurants.

NOTE 14 — COMMITMENTS AND CONTINGENT LIABILITIES

Lease Commitments

Many of the restaurants we have sold to franchisees are on leased sites, and we have entered into sublease agreements with these franchisees but remained principally liable for the lease obligations. We account for the sublease payments received as rent revenue in franchised restaurants and other revenue, and the payments on the leases as rent expense in franchised restaurants and other expense, in our accompanying Consolidated Statements of Operations. As of January 31, 2024, the nominal value of the lease obligations under the remaining master leases' primary terms is \$434,638.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Letters of Credit

Pursuant to our Series 2018-1 Variable Funding Notes, we may borrow up to \$70,000 for senior secured revolving facility loans, swingline loans and letters of credit (see Note 8). As of January 31, 2024, we had several standby letters of credit outstanding under our Series 2018-1 Variable Funding Notes totaling \$22,647, expiring at various dates through October 2024. The outstanding letters of credit consist of a \$13,100 letter of credit for benefit of the holders of the Senior Notes as an interest reserve as required by the Series 2021-1 Indenture and letters of credit of \$9,547, which primarily secure our potential workers' compensation, general liability and auto liability obligations.

Unconditional Purchase Obligations

As of January 31, 2024, we had unconditional purchase obligations in the amount of \$59,462, which consisted primarily of contracts for goods and services related to restaurant operations and contractual commitments for marketing and sponsorship arrangements. Our unconditional purchase obligations for fiscal 2025, 2026, 2027, 2028 and 2029 are estimated to be \$55,863, \$1,199, \$937, \$937 and \$526, respectively.

Litigation

We are currently involved in legal disputes related to employment, franchising, real estate and other business matters. We intend to vigorously defend against all claims in these lawsuits, and are unable to predict the ultimate outcome of these actions. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

We accrue those loss contingencies that are deemed to be probable, and for which the amount of expected loss is reasonably estimable. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and/or the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated or unrelated to possible outcomes, and as such may not be meaningful indicators of our potential liability or financial exposure. We regularly review contingencies to determine the adequacy of our accruals and related disclosures. The ultimate amount of loss may differ from these estimates.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 15 — FRANCHISE OPERATIONS

Franchised restaurants and other revenue consisted of the following:

	Fiscal 2024	Fiscal 2023
Royalties	\$ 190,073	\$ 182,255
Rent and other occupancy	100,611	105,248
Franchise fees	4,917	6,142
Other	4,353	9,029
Total franchised restaurants and other revenue	<u>\$ 299,954</u>	<u>\$ 302,674</u>

Franchised restaurants and other expense consisted of the following:

	Fiscal 2024	Fiscal 2023
Rent and other occupancy	\$ 78,697	\$ 77,492
Amortization of franchise agreements	16,857	16,857
Other	1,100	83
Total franchised restaurants and other expense	<u>\$ 96,654</u>	<u>\$ 94,432</u>

NOTE 16 — FACILITY ACTION CHARGES, NET

The components of facility action charges, net, are as follows:

	Fiscal 2024	Fiscal 2023
Impairment of assets to be disposed of	\$ 3,311	\$ 3,657
Closed store expenses	2,219	219
Impairment of assets to be held and used	1,044	444
(Gain) loss on disposal of other property and equipment	(3,503)	512
Gain on refranchising transaction	(153)	—
Other (gains) losses, net	(66)	1,130
Gain on early termination of lease agreement associated with a financing method sale-leaseback restaurant property (see Note 10)	—	(1,160)
Total facility action charges, net	<u>\$ 2,852</u>	<u>\$ 4,802</u>

Impairment charges recorded against property and equipment and operating lease assets of \$4,355 and \$4,101 were recognized in facility action charges, net in fiscal 2024 and 2023, respectively.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 17 — SHARE-BASED COMPENSATION

Share-based compensation consisted of the following:

	Fiscal 2024	Fiscal 2023
Share-based compensation related to profit sharing interests that contain performance conditions ⁽¹⁾	\$ 1,168	\$ —
Share-based compensation related to all other profit sharing interests ⁽¹⁾	956	777
Total share-based compensation expense.....	\$ 2,124	\$ 777

(1) During fiscal 2024 and fiscal 2023, we recorded reversals of \$113 and \$123, respectively, of share-based compensation expense in connection with the forfeiture of profit sharing interests.

Share-Based Compensation Arrangements

CKE Holdings LP, a limited partnership (the “Partnership”) that was formed by Roark Capital Management, LLC (“Roark”) and certain members of our senior management team and Board of Directors in December 2013, is CKE’s sole stockholder as of January 31, 2024 and 2023. The Limited Partnership Agreement, as amended (“Limited Partnership Agreement”), allows for the issuance of profit sharing interests (“Units”) in the Partnership in the form of “Class B” and “Class C” Units. The Units provide the holders a profit sharing interest in the Partnership as defined in the partnership agreement and the individual grant agreements. There are no income tax benefits associated with any of the Class B Units or Class C Units.

Time vesting Class B Units vest in four equal annual installments from the date of grant. Performance vesting Class B Units provide for vesting or conversion to a time vesting schedule upon achievement of certain financial or investment targets. Time vesting Class C Units vest in various installments as specified in the individual grant agreements, but in all instances have vesting periods no longer than five years from the date of grant. There are no unvested time vesting and performance vesting Class B Units as of January 31, 2024 and 2023.

As a result of a previous amendment to the Limited Partnership Agreement, all performance vesting Class B Units that had not vested or converted to a time vesting schedule prior to December 24, 2017, became fully vested and non-forfeitable Class B Units, subject to certain restrictions (the “Restricted Class B Performance Units”). The Restricted Class B Performance Units are only entitled to realize a profit sharing interest in the Partnership to the extent that certain future performance and/or market conditions are met. These conditions require the value generated or calculated as a result of a substantial initial public offering, change in control or cumulative cash distributions, each as defined in the Limited Partnership Agreement, to result in the achievement of a specified return to the Partnership.

During fiscal 2024, the Partnership granted 502,100 time vesting and 502,100 performance vesting Class C Units. The time vesting class C Units vest in either three or five equal annual installments from the dates of grant. The performance vesting Class C Units consists of either three or five equal tranches that vest upon achievement of certain annual financial targets for fiscal years 2024 through 2030 as set forth in the grant agreements.

During fiscal 2023, the Partnership granted 358,335 time vesting and 358,331 performance vesting Class C Units. The time vesting Class C Units vest in either three or five equal annual installments from the dates of grant. The performance vesting Class C Units consist of either three or five equal tranches that vest upon achievement of certain annual financial targets for fiscal years 2023 through 2027 as set forth in the grant agreements.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following presents the time vesting and performance vesting Unit activity for fiscal 2024:

	Time Vesting Units	Performance Vesting Units	Total Units	Weighted- Average Grant Date Fair Value
Unvested Units outstanding as of January 31, 2023	525,417	598,383	1,123,800	\$ 5.25
Granted Units	502,100	502,100	1,004,200	5.79
Forfeited Units	(162,500)	(176,750)	(339,250)	5.79
Vested Units	(133,735)	(180,000)	(313,735)	5.79
Unvested Units outstanding as of January 31, 2024	<u>731,282</u>	<u>743,733</u>	<u>1,475,015</u>	5.79
Vested Units outstanding as of January 31, 2024			<u>4,856,429</u>	

As of January 31, 2024, there was \$8,534 of maximum unrecognized compensation costs for the unvested Units which have the potential for recognition over a weighted average amortization period of 2.26 years.

NOTE 18 — EMPLOYEE RETIREMENT PLAN

We sponsor a contributory plan (“401(k) Plan”) to provide retirement benefits under the provisions of Section 401(k) of the Internal Revenue Code (“IRC”). Participants may elect to contribute a portion of their annual salaries on a pre-tax basis to the 401(k) Plan, subject to the maximum contribution allowed by the IRC. During fiscal 2024 and 2023, our matching contributions to the 401(k) Plan were \$630 and \$622, respectively.

NOTE 19 — RELATED PARTY TRANSACTIONS

Transactions with Roark Capital Management, LLC

We have a management advisory and consulting services agreement with Roark. In exchange for advice concerning management, finance, marketing, strategic planning and other advisory and consulting services provided to us by Roark and its affiliates, Roark receives consulting fees and reimbursement of reasonable expenses. The current annual consulting fee of \$3,360 is payable in equal quarterly installments and subject to an increase of three percent per year during the ten year term of the agreement. We recorded \$3,249 and \$3,197 of consulting fees, which are included in general and administrative expense in our accompanying Consolidated Statements of Operations for fiscal 2024 and 2023, respectively.

The management advisory and consulting services agreement also provides that Roark may earn future fees in connection with certain business acquisition transactions, an initial public offering or a change of control transaction. The management advisory and consulting services agreement includes customary exculpation and indemnification provisions in favor of Roark and its affiliates.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 20 — INCOME TAXES

Income tax expense consisted of the following:

	<u>Fiscal 2024</u>	<u>Fiscal 2023</u>
Current:		
Federal	\$ 11,248	\$ 3,424
State	3,066	858
Foreign	5,926	4,866
	<u>20,240</u>	<u>9,148</u>
Deferred:		
Federal	(4,512)	(1,016)
State	714	765
Foreign	60	(32)
	<u>(3,738)</u>	<u>(283)</u>
Total income tax expense	<u>\$ 16,502</u>	<u>\$ 8,865</u>

The following is a reconciliation of income tax expense at the federal statutory rate of 21.0% to our income tax expense for fiscal 2024 and 2023, respectively:

	<u>Fiscal 2024</u>	<u>Fiscal 2023</u>
Income tax expense at statutory rate	\$ 12,942	\$ 7,691
State income taxes, net of federal income tax effect	2,986	1,281
Nondeductible share-based compensation	446	163
General business credits	(640)	(503)
Nondeductible foreign losses	230	1,010
Uncertain tax positions	591	52
Intercompany interest	—	211
Foreign derived intangible income deduction	(2,003)	(1,527)
Other, net	1,950	487
Total income tax expense	<u>\$ 16,502</u>	<u>\$ 8,865</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Deferred income tax liabilities, net consisted of the following at January 31, 2024 and 2023:

	<u>2024</u>	<u>2023</u>
Deferred income tax assets:		
Operating lease liabilities	\$ 115,175	\$ 120,996
Financing method sale-leaseback obligations	32,229	34,819
Interest limitation carryforward	13,345	10,245
Reserves and allowances	5,546	8,512
Franchise fees	7,803	8,023
Net operating loss carryforwards	4,749	5,982
Federal and state tax credits	4,536	4,624
Valuation allowance	(8,747)	(9,405)
Total deferred income tax assets	<u>174,636</u>	<u>183,796</u>
Deferred income tax liabilities:		
Goodwill and other intangible assets	(198,306)	(202,837)
Operating lease assets	(110,061)	(115,773)
Basis difference in property and equipment	(24,477)	(29,351)
Advertising funds	(8,234)	(6,640)
Other items	(4,951)	(4,326)
Total deferred income tax liabilities	<u>(346,029)</u>	<u>(358,927)</u>
Deferred income tax liabilities, net	<u>\$ (171,393)</u>	<u>\$ (175,131)</u>

We are included in the consolidated federal income tax returns and combined state income tax returns of CKE Holding Corporation. For the purpose of determining the income taxes attributable to CKE Restaurants and its subsidiaries, we prepare our income tax provision as if we were a separate taxpayer. As a result of this treatment, we make income tax payments to our corporate parent based upon our separate return taxable income. We additionally make income tax payments directly to federal, state, local and foreign taxing jurisdictions. As of January 31, 2024 and 2023, our income tax payable to our corporate parent was \$13,269 and \$13,318, respectively. During fiscal 2024 and 2023, we did not make any income tax payments to CKE Holding Corporation and made \$15,426 and \$11,325 in income tax payments net of refunds directly to taxing authorities.

As of January 31, 2024 and 2023, we maintained a valuation allowance of \$8,747 and \$9,405, respectively, for a portion of our state income tax credits and certain state and foreign net operating loss NOL carryforwards because we had concluded that realization of the tax benefit of such deferred income tax assets was not more likely than not. In evaluating the need for a valuation allowance, we consider all available evidence, positive and negative, including cumulative historical earnings in recent years, future reversals of existing temporary differences, estimated future taxable income exclusive of reversing temporary differences on a jurisdictional basis and statutory expiration dates of NOL and income tax credit carryforwards. During fiscal 2024, we decreased our valuation allowance by \$658.

As of January 31, 2024, we have foreign tax credit carryforwards of \$406, that will expire, if unused, in fiscal 2034. As of January 31, 2024, we have state tax credit carryforwards of \$4,130 that are projected to expire if unused after fiscal 2024. As of January 31, 2024, we have state NOL carryforwards in the amount of approximately \$32,402, which expire in varying amounts from fiscal 2025 through 2034. As of January 31, 2024, we have \$125 of net deferred income tax assets related to our state NOL carryforwards, which represent our expected future tax savings from such carryforwards, after considering the impact of past ownership changes on our ability to utilize such carryforwards. The utilization of our NOL carryforwards to offset future taxable income may be subject to an annual limitation as a result of past or future ownership changes. As of January 31, 2024, we have recognized a nominal amount of deferred income tax assets associated with foreign operations.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following is a tabular reconciliation of the total amounts of unrecognized tax benefits:

	Fiscal 2024	Fiscal 2023
Unrecognized tax benefits, beginning of year	\$ 3,628	\$ 4,424
Gross increases related to tax positions taken in prior years	529	37
Gross decreases related to tax positions taken in prior years	(1,002)	(768)
Gross increases related to tax positions taken in the current year	478	417
Reductions to tax positions due to settlements with taxing authorities and lapses of statutes of limitations	(286)	(482)
Unrecognized tax benefits, end of year	<u>\$ 3,347</u>	<u>\$ 3,628</u>

Included in the balance of unrecognized tax benefits as of January 31, 2024, are \$2,004 of tax benefits that, if recognized, would affect the effective tax rate. Also included in the balance of unrecognized tax benefits as of January 31, 2024, are \$1,343 of tax benefits that, if recognized, would result in adjustments to other tax accounts, primarily deferred income taxes, income taxes payable and valuation allowance. Amounts recorded for interest and penalties in connection with the unrecognized tax benefits noted above were not significant as of January 31, 2024 and 2023.

We believe that it is reasonably possible that decreases in unrecognized tax benefits of up to \$380 may be necessary within the coming fiscal year as a result of statutes closing on such items. In addition, we believe that it is reasonably possible that our unrecognized tax benefits may increase as a result of tax positions that may be taken in fiscal 2024.

We file income tax returns in the U.S. federal jurisdiction and various states and foreign jurisdictions. We have carried forward various state NOL and income tax credits to income tax years that remain open by statute. As a result, such NOL and income tax credit carryforwards remain subject to adjustment by the respective tax authorities. Our federal income tax returns from fiscal 2021 and subsequent years are open for examination. In addition, our state income tax returns generally have statutes of limitations ranging from three to four years from the filing date.

NOTE 21 — SUPPLEMENTAL CASH FLOW INFORMATION

The following table presents supplemental cash flow information:

	Fiscal 2024	Fiscal 2023
Cash paid for:		
Interest, net of amounts capitalized	\$ 59,155	\$ 60,073
Income taxes, net of refunds received	15,426	11,325
Non-cash operating and investing activities:		
Operating lease assets obtained in exchange for new operating lease liabilities	65,610	50,875
Accrued property and equipment purchases	928	217
Accounts receivable settled in purchase price consideration	323	—
Other settlements associated with acquisition of restaurants	97	—



CKE RESTAURANTS HOLDINGS, INC.

Consolidated Financial Statements
for the fiscal years ended January 30, 2023 and January 31, 2022

(With Independent Auditors' Report Thereon)



KPMG LLP
1201 Demonbreun Street
Suite 1100
Nashville, TN 37203

Independent Auditors' Report

The Board of Directors
CKE Restaurants Holdings, Inc.:

Opinion

We have audited the consolidated financial statements of CKE Restaurants Holdings, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of January 30, 2023 and January 31, 2022, and the related consolidated statements of operations, comprehensive income, equity, and cash flows for each of the fiscal years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of January 30, 2023 and January 31, 2022, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

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 Auditors' Responsibilities for the Audit of the Consolidated 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.

Emphasis of Matter

As discussed in Note 9 to the consolidated financial statements, in fiscal 2023, the Company adopted new accounting guidance to account for leases in accordance with Financial Accounting Standards Board Accounting Standards Codification Topic 842, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated 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 consolidated financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' 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 made by a reasonable user based on the consolidated 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 consolidated 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 consolidated 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 consolidated 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.

KPMG LLP

Nashville, Tennessee
April 4, 2023

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except shares and par values)

	January 31, 2023	January 31, 2022
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 107,853	\$ 130,508
Cash and cash equivalents - restricted	16,053	16,059
Accounts receivable, net	37,541	39,123
Inventories	2,999	4,220
Prepaid expenses	6,183	21,605
Other current assets	83	24
Total current assets	170,712	211,539
Property and equipment, net	371,572	362,149
Operating lease assets	448,064	—
Goodwill	540,083	540,083
Intangible assets, net	793,030	844,385
Other assets, net	29,806	27,413
Total assets	\$ 2,353,267	\$ 1,985,569
LIABILITIES AND EQUITY		
Current liabilities:		
Current portion of long-term debt	\$ 13,700	\$ 11,800
Current portion of finance leases	1,268	1,466
Current portion of operating leases	85,529	—
Accounts payable	28,159	34,312
Other current liabilities	66,753	105,608
Total current liabilities	195,409	153,186
Long-term debt, less current portion	1,116,405	1,127,614
Finance leases, less current portion	14,428	15,164
Operating leases, less current portion	381,495	—
Deferred income tax liabilities, net	175,131	175,309
Other long-term liabilities	277,497	349,110
Total liabilities	2,160,365	1,820,383
Commitments and contingencies (Notes 8, 9, 10 and 14)		
Equity:		
Common stock, \$0.01 par value; 100 shares authorized, issued and outstanding as of January 31, 2023 and 2022	—	—
Additional paid-in capital	734,314	733,537
Notes receivable from CKE Inc.	—	(441,866)
Accumulated deficit	(540,277)	(125,600)
Accumulated other comprehensive loss	(1,135)	(885)
Total equity	192,902	165,186
Total liabilities and equity	\$ 2,353,267	\$ 1,985,569

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
(In thousands)

	Fiscal 2023	Fiscal 2022
Revenue:		
Company-operated restaurants	\$ 356,810	\$ 362,069
Franchised restaurants and other	302,674	293,157
Advertising funds revenue	172,854	177,307
Total revenue	832,338	832,533
Operating costs and expenses:		
Company-operated restaurants:		
Food and packaging	99,374	102,682
Payroll and other employee benefits	117,354	111,880
Occupancy and other	101,083	93,627
Total company-operated restaurants	317,811	308,189
Franchised restaurants and other	94,432	98,556
Advertising funds expense	200,436	192,948
General and administrative	119,083	142,511
Facility action charges, net	4,802	(1,875)
Total operating costs and expenses	736,564	740,329
Operating income	95,774	92,204
Interest expense	(62,900)	(63,303)
Other income, net	3,751	4,458
Income before income taxes	36,625	33,359
Income tax expense	8,865	8,620
Net income	\$ 27,760	\$ 24,739

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	Fiscal 2023	Fiscal 2022
Net income	\$ 27,760	\$ 24,739
Other comprehensive loss:		
Foreign currency translation adjustments	(250)	(186)
Other comprehensive loss	(250)	(186)
Comprehensive income	\$ 27,510	\$ 24,553

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EQUITY
(In thousands, except shares)

	CKE Restaurants Holdings, Inc. Stockholder's Equity						
	Common Stock		Additional Paid-In Capital	Notes Receivable from CKE Inc.	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Equity
	Shares	Amount					
Balance as of January 31, 2021	100	\$ —	\$ 691,182	\$(300,366)	\$ (45,339)	\$ (699)	\$344,778
Share-based compensation	—	—	855	—	—	—	855
Other comprehensive income	—	—	—	—	—	(186)	(186)
Issuance of notes receivable from CKE Inc.	—	—	—	(141,500)	—	—	(141,500)
Cash dividends to CKE Inc.	—	—	—	—	(105,000)	—	(105,000)
Capital contributions from CKE Inc.	—	—	41,500	—	—	—	41,500
Net Income	—	—	—	—	24,739	—	24,739
Balance as of January 31, 2022	100	—	733,537	(441,866)	(125,600)	(885)	165,186
Share-based compensation	—	—	777	—	—	—	777
Other comprehensive loss	—	—	—	—	—	(250)	(250)
CKE Inc. merger with CKE Restaurants Holdings, Inc.	—	—	—	441,866	(441,866)	—	—
Net income	—	—	—	—	27,760	—	27,760
Cumulative effect of change in accounting principle (Note 9)	—	—	—	—	(571)	—	(571)
Balance as of January 31, 2023	100	\$ —	\$ 734,314	\$ —	\$(540,277)	\$ (1,135)	\$192,902

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Cash flows from operating activities:		
Net income	\$ 27,760	\$ 24,739
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	49,302	46,653
Amortization of deferred financing costs	3,352	3,092
Share-based compensation	777	855
Gain on early termination of lease agreement associated with a financing method sale-leaseback restaurant property	(1,285)	(262)
Loss (gain) on disposal of other property and equipment	512	(6,486)
Deferred income taxes	(178)	(371)
Provision for losses on impairments, accounts receivable and other items, net	(9,704)	2,550
Net changes in operating assets and liabilities:		
Receivables, inventories, prepaid expenses and other current and non-current assets	14,470	7,497
Estimated liability for closed restaurants and estimated liability for self-insurance	(1,709)	(3,088)
Accounts payable and other current and long-term liabilities	(33,356)	(15,064)
Operating lease asset and liabilities, net	530	—
Net cash provided by operating activities	<u>50,471</u>	<u>60,115</u>
Cash flows from investing activities:		
Purchases of property and equipment	(50,837)	(32,587)
Acquisitions of restaurants, net of cash received	—	(2,136)
Proceeds from sale of other property and equipment	1,957	25,343
CKE Inc. Merger with CKE Restaurants	316	—
Other investing activities	215	190
Net cash used in investing activities	<u>(48,349)</u>	<u>(9,190)</u>
Cash flows from financing activities:		
Net change in book overdraft	(1,912)	2,228
Repayments of Class A-2 Notes	(11,800)	(10,900)
Issuance of Series 2021-1 Class A-2 Notes	—	180,000
Payment for deferred financing costs of Series 2018-1 VFN Notes	(861)	—
Payment for deferred financing costs of Series 2021-1 Class A-2 Notes	—	(4,275)
Repayments of finance leases	(1,231)	(1,367)
Repayments of financing method sale-leaseback obligations	(8,836)	(7,688)
Proceeds from financing method sale-leaseback transactions	—	14,537
Issuance of notes receivable from CKE Inc.	—	(141,500)
Cash dividends to CKE Inc.	—	(105,000)
Capital contributions from CKE Inc.	—	41,500
Net cash used in financing activities	<u>(24,640)</u>	<u>(32,465)</u>
Effect of foreign exchange rate changes on cash and cash equivalents	(143)	(103)
Net (decrease) increase in cash and cash equivalents	(22,661)	18,357
Cash, cash equivalents and restricted cash at beginning of period	146,567	128,210
Cash, cash equivalents and restricted cash at end of period	<u>\$ 123,906</u>	<u>\$ 146,567</u>

See Accompanying Notes to Consolidated Financial Statements

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(Dollars in thousands, except per share and per unit amounts)

NOTE 1 — ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES

Description of Business

CKE Restaurants Holdings, Inc. (“CKE Restaurants”) is not a franchisor and conducts substantially all of its restaurant activities and operations through its subsidiaries. Carl’s Jr. Restaurants LLC and Hardee’s Restaurants LLC own, operate and franchise the Carl’s Jr.®, Hardee’s®, Green Burrito® and Red Burrito® concepts. References to “we”, “us”, “our” and the “Company” may relate to CKE Restaurants and/or its subsidiaries, as may be applicable.

Domestic Carl’s Jr. restaurants are predominantly located in the Western United States, primarily in California. International Carl’s Jr. restaurants are located primarily in Mexico, with a growing presence in the rest of Latin America, Asia and Europe. Domestic Hardee’s restaurants are predominantly located throughout the Southeastern and Midwestern United States. International Hardee’s restaurants have an established and growing presence in the Middle East and Central Asia. The Green Burrito concept is located in dual-branded Carl’s Jr. restaurants. The Red Burrito concept is located in dual-branded Hardee’s restaurants. As of January 31, 2023, our system-wide restaurant portfolio consisted of:

Company-operated	243
Domestic franchised	2,532
International franchised ⁽¹⁾	1,049
Total restaurants	<u>3,824</u>

(1) As of July 7, 2022, we ceased providing any and all services to our master franchisee for the country of Russia. Our master franchisee has one franchised and sixteen subfranchised restaurants in Russia. Additionally, we have ceased collecting any royalties or fees of any type from the operation of these locations and do not approve or authorize additional locations.

Basis of Presentation and Fiscal Year

Our accompanying Consolidated Financial Statements include the accounts of CKE Restaurants, its consolidated subsidiaries and its consolidated variable interest entities (“VIEs”). CKE Restaurants does not have any non-controlling interests in other entities. These Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States (“GAAP”). All significant intercompany balances and transactions are eliminated in consolidation.

We operate on a retail accounting calendar, ending on the last Monday in January. For clarity of presentation, we generally label all years presented as if the fiscal year ended January 31. The fiscal year ended January 30, 2023 is referred to herein as fiscal 2023 or the fiscal year ended January 31, 2023. The fiscal year ended January 31, 2022 is referred to herein as fiscal 2022 or the fiscal year ended January 31, 2022. The first quarter of our fiscal year has four periods, or 16 weeks. All other quarters generally have three periods, or 12 weeks. Fiscal 2022 contains 53 weeks, whereby the one additional week is included in the fourth quarter.

Our restaurant sales, and therefore our profitability, are subject to seasonal fluctuations and are traditionally higher during the spring and summer months because of factors such as increased travel during school vacations and improved weather conditions, which affect the public’s dining habits.

COVID-19 and Inflation

The global crisis resulting from the spread of the novel coronavirus (“COVID-19”) impacted restaurant operations throughout the CKE system for the years ended January 31, 2023 and 2022, though the impact in the current year was less significant than the prior year.

During the years ended January 31, 2023 and 2022, substantially all domestic restaurants remained open, some with limited operations, such as drive-thru, takeout and delivery (where applicable) and reduced hours of operation. During the year ended January 31, 2023, our international franchised restaurants have experienced less significant impacts from prolonged

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

closures as a result of the COVID-19 and governmental authorities measures put in place. We expect local conditions to continue to dictate limitations on restaurant operations, capacity and hours of operation. COVID-19 has also contributed to labor challenges, which in some regions resulted in reduced operating hours at select restaurants.

Inflationary pressures on labor and commodity price increases directly impacted our results of operation during the year ended January 31, 2023. We attempt to manage any inflationary costs and commodity price increases through selective menu price increases and changes in product mix. Competitive pressures, consumer spending levels and other factors may limit our ability to recover such costs increases in the future.

Variable Interest Entities

We consolidate the Hardee's National Advertising Fund ("HNAF") and approximately 80 local co-operative advertising funds (collectively, the "Hardee's Funds") since we have determined that the Hardee's Funds are VIEs and that we are the primary beneficiary. We considered a variety of factors in identifying the primary beneficiary of the Hardee's Funds including, but not limited to, who holds the power to direct the activities that most significantly impact the economic performance of the Hardee's Funds, as well as what party has the obligation to absorb any losses of the Hardee's Funds. Based upon these considerations, we concluded that we are the primary beneficiary. We have included \$25,505 and \$30,909 of total assets and total liabilities and equity in our accompanying Consolidated Balance Sheets as of January 31, 2023 and 2022, respectively. We have no rights to the assets, other than those disclosed below, nor do we have any obligation with respect to the liabilities, of the Hardee's Funds, and none of our assets serve as collateral for the creditors of these VIEs.

We do not maintain ownership interests in our franchisees, and none of our assets serve as collateral for the creditors of our franchisees. Under the terms of their franchise agreements, franchise entities hold the power to direct the activities that most significantly impact their economic performance. As a result, we do not consider ourselves the primary beneficiary of any franchise entity that might be a VIE.

Shanghai Business

The Shanghai, China business ("Shanghai business") was established for the purpose of locating, developing and operating Carl's Jr. restaurants within the municipality of Shanghai, China and certain nearby provinces. In late fiscal 2019, we completed the purchase of all remaining equity shares from the holder of the non-controlling interests. We consolidated the results of the Shanghai business. The Shanghai business operated on a monthly calendar. In order to timely consolidate and to ensure that each of our fiscal quarters included three months of operations, we consolidated the results of the Shanghai business for: (1) January, February and March in our first fiscal quarter; (2) April, May and June in our second fiscal quarter; (3) July, August and September in our third fiscal quarter; and (4) October, November and December in our fourth fiscal quarter.

During the fiscal year ended January 31, 2023, the Company closed all restaurants operated by our Shanghai business.

Estimations

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Our most significant areas of estimation are:

- estimation of future cash flows used to assess the recoverability of long-lived assets, including intangible assets, goodwill, finance lease assets and operating lease assets;
- estimation, using actuarially determined methods, of our self-insured claim losses under our workers' compensation, general liability and auto liability insurance programs;
- determination of appropriate estimated liabilities for loss contingencies;

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

- determination of appropriate assumptions to use in evaluating leases for finance versus operating lease treatment, establishing depreciable lives for leasehold improvements and establishing straight-line rent expense periods;
- estimation of the appropriate allowances associated with franchise and other receivables;
- determination of the appropriate assumptions to estimate gift card breakage;
- determination of the appropriate assumptions to estimate the fair value of share-based compensation; and
- estimation of our deferred income tax asset valuation allowance, liabilities related to uncertain tax positions and effective tax rate.

Cash and Cash Equivalents

For purposes of reporting cash and cash equivalents, highly liquid investments purchased with original maturities of three months or less are considered cash equivalents.

Restricted Cash and Cash Equivalents

Restricted cash and cash equivalents of \$16,053 and \$16,059 as of January 31, 2023 and 2022, respectively, consisted of cash and cash equivalents that are held by the trustee of our Series 2018-1 Senior Notes, Series 2020-1 Senior Notes and Series 2021-1 Senior Notes (as defined in Note 8) to be used for debt service payments on our Senior Notes.

Inventories

Inventories are stated at the lower of cost (on a first-in, first-out basis) or net realizable value and consist primarily of restaurant food, packaging, equipment and supplies.

Property and Equipment

Property and equipment are recorded at cost, less accumulated depreciation and amortization. Depreciation is computed using the straight-line method based on the assets' estimated useful lives, which generally range from three to 40 years.

Leasehold improvements are amortized on a straight-line basis over the shorter of the estimated useful lives of the assets or the related lease terms. The amortization period for leasehold improvements includes renewal option periods only in instances in which the exercise of the renewal option is reasonably certain at the acquisition date because failure to exercise such option would result in an economic penalty.

We capitalize direct costs and interest costs associated with construction projects that have a future benefit. If we subsequently make a determination that a site for which development costs have been capitalized will not be acquired or developed, any previously capitalized development costs are expensed and included in general and administrative expenses.

Leases

We transitioned to Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 842, "Leases" ("ASC 842"), from ASC Topic 840, "Leases" (the "Previous Standard") on February 1, 2022. Our Consolidated Financial Statements reflect the application of ASC 842 guidance beginning in 2023, while our Consolidated Financial Statements for the prior period were prepared under the guidance of the Previous Standard. See Note 9, *Leases*, for further information about our transition to this new lease guidance on a modified retrospective basis using the effective date transition method.

Lessor Accounting

We recognize lease payments for operating leases as property revenue on a straight-line basis over the lease term. We recognize variable lease payment income for operating leases in the period when changes in facts and circumstances on which

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

the variable lease payments are based occur. We recognize variable lease payment income for operating and financing leases in the period when changes in facts and circumstances on which the variable lease payments are based occur.

Lessee Accounting

In accordance with ASC 842, in leases where we are the lessee, we recognize an operating lease asset and lease liability at lease commencement, which are measured by discounting lease payments using the estimated risk free rate as the discount rate. We made an accounting policy election to use the risk-free rate as our discount rate to determine the initial and subsequent measurement of operating lease liabilities under Accounting Standards Update 2021-09, "Leases (Topic): Discount Rate for Lessees that Are Not Public Business Entities." Subsequent amortization of the operating lease asset and accretion of the lease liability for an operating lease is recognized as a single lease cost, on a straight-line basis, over the lease term. Reductions to the operating lease asset and the change in the lease liability are included in changes in operating lease assets and liabilities, net in the Consolidated Statement of Cash Flows.

Under the Previous Standard, we did not recognize assets and liabilities for the rights and obligations created by operating leases and recorded rental expense for operating leases on a straight-line basis over the lease term.

A finance lease asset is depreciated on a straight-line basis over the lesser of the useful life of the leased asset or lease term. Interest on each finance lease liability is determined as the amount that results in a constant periodic discount rate on the remaining balance of the liability. Operating lease and finance lease assets are assessed for impairment in accordance with our long-lived asset impairment policy.

We reassess lease classification and remeasure assets and lease liabilities when a lease is modified and that modification is not accounted for as a separate contract or upon certain other events that require reassessment in accordance with ASC 842. We recognize variable lease cost for operating and finance leases in the period when changes in facts and circumstances on which the variable lease payments are based occur.

Goodwill and Intangible Assets

Goodwill represents the excess, if any, of the purchase price over the fair value of identifiable net assets acquired in an acquisition. As of January 31, 2023, our goodwill balance primarily consisted of goodwill recorded in connection with the acquisition of CKE Inc., the Company's sole stockholder, that occurred on December 24, 2013. Goodwill may also be recorded in connection with the acquisition of restaurants from franchisees.

We test goodwill for impairment on an annual basis, or more frequently if events and/or circumstances indicate that goodwill might be impaired. The impairment test is performed at the reporting unit level, and an impairment loss is recognized to the extent that the carrying amount of goodwill exceeds its implied fair value. We consider our reporting units to be company-operated restaurants, domestic franchised restaurants and international franchised restaurants as the components (e.g., restaurants) within each reporting unit have similar economic characteristics, including products and services, production processes, types or classes of customers and distribution methods.

We perform our annual goodwill impairment test on the last day of the first accounting period in our fiscal fourth quarter, which was December 5, 2022 for fiscal 2023. In accordance with authoritative guidance, we first assess qualitative factors to determine whether it is more likely than not that the fair values of our reporting units are less than their carrying amounts. If we conclude that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, we then conduct a single-step quantitative goodwill impairment test, consisting of a comparison of the fair values of the reporting units to the carrying values of the reporting units. If the carrying value of a reporting unit exceeds its fair value, then an impairment charge will be recognized for the amount by which the carrying value exceeds the reporting unit's fair value, not to exceed the total amount of goodwill allocated to that reporting unit.

When we sell restaurants to franchisees, we remove the related goodwill, which is based on the relative fair value of the restaurants sold and the reporting unit as a whole, from our company-operated restaurants reporting unit. A portion of the goodwill, representing the cash flows disposed, is included in the carrying amount of the restaurants in determining the gain or loss on refranchising. The portion of the goodwill disposed is generally based on the price paid to the Company to acquire the restaurants in relation to the fair value of the reporting unit as a whole. The fair value of the reporting unit is based upon the price a willing buyer would pay for the reporting unit. The remaining goodwill related to the divested restaurants, which is

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

attributable to retained cash flows, is transferred from our company-operated restaurants reporting unit to our domestic franchised restaurants reporting unit.

Our indefinite-lived intangible assets consist of trademarks / tradenames. We test trademarks / tradenames for impairment on an annual basis or more frequently if events or changes in circumstances indicate that the carrying amount of the intangible asset may not be recoverable. We first assess qualitative factors to determine whether it is more likely than not that the fair value of the indefinite-lived intangible asset is less than its carrying amount. If we conclude that it is more likely than not that the indefinite-lived intangible asset is impaired, we then perform a quantitative test to determine whether the carrying amount is less than the fair value of the indefinite-lived intangible asset and measure the amount of impairment, if any.

Our definite-lived intangible assets consist of franchise agreements and favorable lease agreements and are amortized on a straight-line basis over their estimated useful lives. Our definite-lived intangible assets are tested for impairment when events or circumstances indicate the carrying value may be impaired. Refer to discussion of facility action charges for a discussion of impairment of restaurant-level long-lived assets.

Deferred Financing Costs

Deferred financing costs are capitalized and amortized, utilizing the effective interest method, as a component of interest expense over the terms of the respective financing arrangements. See Note 8 for further discussion.

Book Overdraft

Book overdraft liabilities are included within accounts payable in our accompanying Consolidated Balance Sheets. As of January 31, 2023 and 2022, our book overdraft liability was \$1,888 and \$3,800, respectively. We classify changes in book overdraft balances as a financing activity in our accompanying Consolidated Statements of Cash Flows.

Self-Insurance

We are self-insured for a portion of losses related to workers' compensation, general liability and auto liability claims. We establish liabilities for self-insurance, with the assistance of actuaries, using assumptions based on the average historical losses on claims we have incurred, actuarial observations of historical claim loss development and actuarial estimates of unpaid losses for each loss category. Our workers' compensation, general liability and auto liability claims are discounted using an estimated risk-free interest rate of 2.5% as of January 31, 2023. As of January 31, 2023 and 2022, our estimated liability for self-insurance was \$17,996 and \$19,732, respectively.

Loss Contingencies

We routinely assess loss contingencies to develop estimates of likelihood of loss and range of possible settlement. We accrue those loss contingencies that are deemed to be probable, and for which the amount of expected loss is reasonably estimable. We do not record liabilities for losses we believe are only reasonably possible to result in an adverse outcome. See Note 14 for further discussion.

Revenue Recognition

Company-operated restaurants revenue is recognized upon the sale of food or beverage to a customer in the restaurant, which is when our obligation to perform is satisfied.

Franchised restaurants and other revenue includes royalties, franchise fees, and rent revenue. Royalties from franchised restaurants are based on a percentage of net sales of the franchised restaurant and are recognized as earned. Royalties are typically billed and paid monthly and are usually 4% to 5% per restaurant. Franchise development and commitment fees are deferred when received, allocated to each agreed upon restaurant, and recognized as revenue over the contractual term of each respective franchise agreement, once the restaurant has opened. Initial franchise fees, training fees, renewal fees and transfer fees are recognized as revenue over the contractual term of the franchise agreements, once the restaurant has opened. Upfront franchise fees are typically billed and paid when a new franchise agreement becomes effective or when an existing agreement is transferred to another franchisee. These franchise fees are considered highly dependent upon and interrelated with the franchise right granted in the franchise agreement. Further, franchise fees are forfeited and recognized as revenue upon the termination of

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

the related commitments to open new franchised restaurants, the franchised restaurants closing prior to the end of the contractual agreement or the franchised restaurants being acquired by the Company. Property revenues consist of rental income from properties we lease or sublease to franchisees. Property revenues are accounted for in accordance with applicable accounting guidance for leases (see Leases above). We present all revenue net of sales tax.

Advertising funds revenue includes contributions to HNAF, Hardee's Co-ops, domestic Carl's Jr. restaurants contribute to a national advertising fund (the "Carl's Jr. Fund") and certain international advertising funds (collectively, the "Advertising Funds") by franchisees. Revenue related to these contributions is based on a percentage of sales of the franchised restaurants and is recognized as earned.

Our company-operated restaurants and franchised restaurants sell gift cards within the restaurants and through independent retailers that are redeemable for products in our Carl's Jr. and Hardee's restaurants. The Company manages the gift card program and collects all funds from the activation of gift cards. We recognize revenue when cards are redeemed in our company-operated restaurants and reimburse franchisees for the redemption of gift cards in their restaurants. A liability for unredeemed gift cards is included in other current liabilities in our accompanying Consolidated Balance Sheets (see Note 7).

There are no expiration dates on our gift cards, and we do not charge any service fees. While our company-operated restaurants and franchisees continue to honor all gift cards presented for payment, we may determine the likelihood of redemption to be remote for certain cards due to long periods of inactivity. In these circumstances, we may recognize income from unredeemed gift cards ("breakage revenue") if they are not subject to unclaimed property laws. Breakage revenue on all Carl's Jr. and Hardee's gift cards is estimated and recognized over time in proportion to actual gift card redemptions, based on historical redemption rates. We account for breakage revenue in franchised restaurants and other revenue in our accompanying Consolidated Statement of Operations (see Note 15).

Franchise Operations and Credit Risk

Franchised restaurants and other expense includes rent and occupancy costs related to our franchised restaurants, amortization of franchise agreements, provision for bad debts, the direct and indirect costs incurred in connection with the sale of equipment and other miscellaneous expenses directly related to our franchise operations. These costs are expensed as incurred.

Accounts receivable consists primarily of amounts due from franchisees for royalties, advertising, franchise fees, rent, and equipment. In addition, we have notes and other receivables from certain of our franchisees. The financial condition of our franchisees is, in part, dependent upon the underlying business trends of our brand. This concentration of credit risk is mitigated, in part, by the large number of franchisees and the short-term nature of the receivables.

We record provisions for estimated losses on receivables when we believe our franchisees are unable to make their required payments. We cease accruing royalties and rent revenue from franchisees during the fiscal quarter in which we determine that collectibility of such amounts is not reasonably assured. There are a number of different actions we and/or our franchisees may take to resolve or mitigate franchise collection issues. These actions may include a reduction or deferral of future royalties, a reduction or deferral of future rent for which we are the landlord or the primary obligor to the landlord, invoking personal guarantees, or if necessary, acquiring the restaurants or terminating the franchise agreement.

Advertising

Company-operated and franchised restaurants jointly share in the cost of various advertising and marketing programs. Advertising and marketing contributions for both company-operated and franchised restaurants are generally determined based on a percentage of revenue and contributed to the applicable funds ratably throughout the year. We administer internally the Carl's Jr. Fund advertising and marketing programs, certain international advertising funds and HNAF. A third party administers the Hardee's local co-operative advertising funds.

Advertising costs for company-operated restaurants' contributions to the Advertising Funds is eliminated in consolidation. Advertising contributions by company-operated restaurants totaled \$17,934 and \$17,982 for fiscal 2023 and fiscal 2022, respectively. To the extent that contributions to the Advertising Funds exceed advertising and marketing expenditures, the unspent contributions are included in accumulated deficit in our accompanying Consolidated Balance Sheets. The cost of local and incremental advertising that is not funded by the Advertising Funds is expensed as incurred.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Share-Based Compensation

We issue equity-based awards to our executive management team, certain key employees, and directors under our equity-based compensation plans. Under the fair value recognition provisions of the authoritative guidance for equity-based compensation awards, we measure the fair value of equity-based awards at the grant date and the fair value is recognized as expense over the requisite service period.

Our equity-based compensation structure includes both time vesting and performance vesting profit sharing interests. We recognize compensation expense relating to time vesting profit sharing interests ratably over the requisite service period for the entire award. Performance vesting profit sharing interests vest through meeting performance and service conditions. We record compensation expense for performance vesting profit sharing interests when we deem the achievement of the performance goals to be probable. We recognize compensation expense for each separately vesting portion of performance vesting profit sharing interests ratably over the requisite service period that is determined to be the most likely outcome. We record reversals of share-based compensation expense for forfeitures as they occur. Our share-based compensation structure is described more fully in Note 17.

Facility Action Charges

From time to time, we identify restaurants that have carrying values in excess of their fair values and, as a result, we may record impairment charges. We may also close or rebrand these or other restaurants and lease or sublease the restaurant property to a franchisee or to a business other than one of our restaurant concepts. The financial statement impact resulting from these and similar actions are recorded in our accompanying Consolidated Statements of Operations as facility action charges, net and include:

- (i) impairment of restaurant-level long-lived assets for restaurants to be disposed of or held and used;
- (ii) store closure costs, including subleasing of closed facilities at amounts below our primary lease obligations; and
- (iii) gain or loss on the sale of restaurants, including rebranding transactions.

Considerable management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, closure costs, expected sublease income and rebranding proceeds. Accordingly, actual results could vary significantly from our estimates.

(i) Impairment of Restaurant-Level Long-Lived Assets

Whenever events or circumstances indicate that the carrying value of assets may be impaired, we evaluate our restaurant-level long-lived assets for impairment. For purposes of impairment testing, assets are grouped at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities, which is generally the individual restaurant level for fixed assets, finance lease assets and operating lease assets. For each asset group, we evaluate whether there are indicators of impairment such as sequential annual cash flow losses or adverse changes in the physical condition or expected use of the asset group. When indicators of impairment exist, we evaluate whether the assets are recoverable by comparing the undiscounted future cash flows that we expect to generate from their use and disposal to their carrying value. Restaurant-level assets that are not deemed to be recoverable are written down to their estimated fair value, which is determined by assessing the highest and best use of the assets and the amounts that would be received for such assets in an orderly transaction between market participants.

Our impairment analyses rely upon a number of estimates, assumptions and measurements with significant Level 2 and Level 3 unobservable inputs (see Note 13), including estimates of future cash flows, assumptions of future same-store sales and projected operating expenses for each of our restaurants over their estimated remaining useful lives in order to evaluate recoverability and estimate fair value. Future cash flows are estimated based upon experience gained, current intentions about rebranding or closing restaurants, recent and expected sales trends, internal plans, the period of time since the restaurant was opened or remodeled, the maturity of the related market and other relevant information. We generally estimate the useful life of restaurants on owned property to be 20 to 40 years and estimate the useful life of restaurants subject to leases to range from the end of the lease term then in effect to the end of such lease term including option periods. If our future cash flows or same-store sales do not meet or exceed our forecasted levels, or if restaurant operating cost increases exceed our forecast and we are unable

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

to recover such costs through price increases, the carrying value of certain of our restaurants may prove to be unrecoverable, and we may incur additional impairment charges in the future.

(ii) Store Closure Costs

We typically make decisions to close restaurants based on prospects for estimated future profitability. However, sometimes we are forced to close restaurants due to circumstances beyond our control (e.g., a landlord's refusal to negotiate a new lease). When restaurants continue to perform poorly, we consider a number of factors, including the demographics of the location and the likelihood of being able to improve an unprofitable restaurant. Based on the operators' judgment and a financial review, we estimate the future cash flows. If we determine that the restaurant will not, within a reasonable period of time, operate at break-even cash flow or be profitable, and we are not contractually obligated to continue operating the restaurant, we may decide to close the restaurant.

The estimated liability for closed restaurants is based on the future lease payments and other contractual obligations for such properties until the lease has been abated. The amount of the estimated liability established is the present value of these estimated future payments, net of the present value of estimated sublease income. The interest rate used to calculate the present value of these liabilities is based on an estimated credit-adjusted risk-free rate at the time the liability is established. With the adoption of ASC 842 during fiscal year 2023, this estimated liability is no longer recorded as the entire operating lease liability is recorded in the Consolidated Balance Sheet.

(iii) Gain or Loss on the Sale of Restaurants, Including Refranchising Transactions

We record gains and losses on the sale of restaurants as the difference between the net proceeds received and net carrying values of the net assets of the restaurants sold. As discussed within the section "Goodwill and Intangible Assets" in this Note 1, we include goodwill in the carrying amount of the restaurants in determining the gain or loss on disposal. If we sublease a restaurant to a franchisee on terms that result in a probable loss, then we will establish a lease subsidy allowance and record a loss at the time we enter into the lease arrangement. As further described above, the amount of the estimated liability for the lease subsidy is the present value of our estimated future payments, net of the present value of the expected sublease income.

Contract Liabilities - Deferred Franchise Fees

The following table provides information about contract liabilities, specifically deferred franchise fees, received from contracts with customers:

	<u>2023</u>	<u>2022</u>
Deferred franchise fees, beginning of year.....	\$ 37,420	\$ 37,853
Revenue recognized during the period.....	(6,142)	(4,182)
New deferrals due to cash received.....	4,664	3,749
Deferred franchise fees, end of year.....	<u>\$ 35,942</u>	<u>\$ 37,420</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

Fiscal:	
2024	\$ 3,376
2025	2,946
2026	2,798
2027	2,590
2028	2,458
Thereafter	21,774
Total estimated future amortization income	<u>\$ 35,942</u>

Deferred franchise fees are recorded in other current liabilities and other long-term liabilities in our accompanying Consolidated Balance Sheets as of January 31, 2023 and January 31, 2022, respectively.

Income Taxes

We are included in the consolidated federal income tax returns and combined state income tax returns of CKE Holding Corporation (“CKE”). For the purpose of determining the income taxes attributable to CKE Restaurants and its subsidiaries, we prepare our income tax provision as if we were a separate taxpayer. As a result of this treatment, we make income tax payments to our corporate parent based upon our separate return taxable income. We additionally make income tax payments directly to federal, state, local and foreign taxing jurisdictions.

Our current provision for income taxes is based on our estimated taxable income in each of the jurisdictions in which we operate, after considering the impact on our taxable income of temporary differences resulting from disparate treatment of items, such as depreciation, interest expense, advertising funds, sale-leaseback transactions, various reserves, tax credits and net operating losses (“NOL”), for tax and financial reporting purposes. We record deferred income taxes for the estimated future income tax effect of temporary differences between the financial and tax bases of assets and liabilities using the asset and liability method. Deferred income tax assets are also recorded for NOL and income tax credit carryforwards. A valuation allowance to reduce the carrying amount of deferred income tax assets is established when it is more likely than not that we will not realize some portion or all of the tax benefit of our deferred income tax assets. We evaluate, on a quarterly basis, whether it is more likely than not that our deferred income tax assets are realizable. In performing this analysis, we consider all available evidence, both positive and negative, including historical operating results, the estimated timing of future reversals of existing taxable temporary differences, estimated future taxable income exclusive of reversing temporary differences and carryforwards and potential tax planning strategies that may be employed to prevent NOL or tax credit carryforwards from expiring unused. Deferred income tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred income tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

From time to time, we may take positions in filing our income tax returns that differ from the treatment of the same items for financial reporting purposes. The ultimate outcome of these items will not be known until the Internal Revenue Service (“IRS”), or similar state taxing authority, has completed its examination or until the statute of limitations has expired.

We maintain a liability for underpayment of income taxes and related interest and penalties, if any, related to uncertain income tax positions. The tax benefit from an uncertain tax position is recognized either upon the expiration of the statutory audit period or when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. Our policy on the classification of interest and penalties related to the underpayment of income taxes and uncertain tax positions is to record interest in interest expense, and to record penalties, if any, in general and administrative expense, in our accompanying Consolidated Statements of Operations. Accrued interest and penalties are included in our liability for uncertain tax positions.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Distributor Concentration Risk

We currently rely on a limited number of distributors to deliver food, packaging and supplies to our restaurants. Although we could use alternative distributors, an unforeseen change in distributor could cause a delay in receipt of food, packaging or supplies and possibly result in unfavorable costs and loss of sales.

Foreign Currency

The functional currency of our foreign entities is the currency of the primary economic environment in which the entity operates. Functional currency determinations are made based upon a number of economic factors, including but not limited to cash flows and financing transactions. The operations, assets and liabilities of our entities outside the United States are initially measured using the functional currency of that entity. The income and expense accounts are then translated into U.S. dollars at the average exchange rates prevailing during the period. The assets and liabilities are translated into U.S. dollars at exchange rates in effect at the balance sheet date.

Comprehensive Income

We present comprehensive income in our accompanying Consolidated Statements of Comprehensive Income. Comprehensive income includes, in addition to net income, changes in equity that are excluded from our Consolidated Statements of Operations and are recorded directly into a separate section of equity on our Consolidated Balance Sheets. Accumulated other comprehensive income is comprised entirely of foreign currency translation adjustments attributable to CKE Restaurants Holdings, Inc.

Subsequent Events

We have evaluated subsequent events through April 4, 2023, the date our Consolidated Financial Statements were available to be issued. We concluded that no additional subsequent events required disclosure in these financial statements.

NOTE 2 — ADOPTION OF NEW ACCOUNTING PRONOUNCEMENTS AND ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

New Accounting Standards Adopted

Leases

In February 2016, the FASB issued new authoritative guidance for leases. We adopted this new guidance on February 1, 2022. See Note 9, *Leases*, for further information about our transition to this new lease accounting standard.

Income Tax Simplification

In December 2019, the FASB issued Accounting Standards Update 2019-12, "Income Taxes (Topic 740)(ASU 2019-12)", which provides final guidance that simplifies the accounting for income taxes by eliminating certain exceptions to the guidance in ASC 740 related to the approach for intra-period tax allocation, the methodology for calculating income taxes in an interim period and the recognition of deferred tax liabilities for outside basis differences among other changes. For non-public business entities, the amendments in this update are effective for fiscal years beginning after December 15, 2021. Early adoption of this guidance is permitted. The Company adopted this guidance on February 1, 2022 on a prospective basis, and adoption of this guidance had no material impact to the Consolidated Financial Statements.

New Accounting Standards Not Yet Adopted

Credit Impairment

In June 2016, the FASB issued a standard that requires measurement and recognition of expected versus incurred credit losses for financial assets held. The standard is effective for interim and annual reporting periods beginning after December 15, 2019 for public entities. For other entities, the standard is effective for interim and annual reporting periods

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

beginning after December 15, 2022. Early adoption of this guidance is permitted. We are currently evaluating the impact the adoption of this standard will have on our Consolidated Financial Statements.

NOTE 3 — ACCOUNTS RECEIVABLE, NET

Accounts receivable, net, as of January 31, 2023 and 2022 consisted of the following:

	2023	2022
Trade receivables	\$ 37,474	\$ 39,318
Leases receivable	206	189
Taxes receivable	183	191
Notes receivable	1,711	2,838
Allowance for doubtful accounts	(2,033)	(3,413)
Total accounts receivable, net	<u>\$ 37,541</u>	<u>\$ 39,123</u>

The following table summarizes the activity in the allowance for doubtful accounts:

	Fiscal 2023	Fiscal 2022
Allowance for doubtful accounts, beginning of year	\$ 3,413	\$ 4,968
Provision	1,270	373
Recoveries	(1,701)	(1,672)
Charge-offs	(949)	(256)
Allowance for doubtful accounts, end of year	<u>\$ 2,033</u>	<u>\$ 3,413</u>

NOTE 4 — PROPERTY AND EQUIPMENT, NET

Property and equipment, net, consisted of the following as of January 31, 2023 and 2022:

	Estimated Useful Life	2023	2022
Land		\$ 195,288	\$ 198,944
Leasehold improvements	3-25 years	103,637	82,714
Buildings and improvements	3-40 years	190,542	185,299
Equipment, furniture and fixtures	3-8 years	115,486	108,665
Finance leases	5-33 years	9,264	21,528
		<u>614,217</u>	<u>597,150</u>
Less accumulated depreciation and amortization ⁽¹⁾		(242,645)	(235,001)
Total property and equipment, net		<u>\$ 371,572</u>	<u>\$ 362,149</u>

(1) The accumulated amortization related to finance leases was \$1,375 and \$12,032 as of January 31, 2023 and 2022, respectively.

Depreciation and amortization expense related to property and equipment for fiscal 2023 and 2022 was \$35,375 and \$29,833, respectively. Amortization of property under finance leases is included within depreciation and amortization expense.

During fiscal 2023 and 2022, we capitalized interest costs in the amounts of \$325 and \$128, respectively.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 5 — ACQUISITIONS

Acquisition of Restaurants

On April 26, 2021, we purchased three Hardee's restaurants from a franchisee for purchase price consideration of \$2,136. As a result of this transaction, we recorded net working capital of \$31, property and equipment of \$96, and identifiable intangible assets of \$2,009, resulting in no goodwill arising from the acquisition.

NOTE 6 — GOODWILL AND INTANGIBLE ASSETS, NET

During the fourth quarter of fiscal 2023 and 2022, we performed our annual impairment tests for goodwill and indefinite-lived intangible assets using a qualitative approach and determined that it is more likely than not that the fair value is greater than the carrying value. Accordingly, no impairment losses were recorded in fiscal 2023 or 2022.

The table below presents our intangible assets as of January 31, 2023 and 2022:

	Weighted-Average Life (Years)	2023			2022		
		Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Trademarks / tradenames	Indefinite	\$ 614,400	\$ —	\$ 614,400	\$ 614,400	\$ —	\$ 614,400
Franchise agreements	20	319,855	(143,300)	176,555	319,855	(126,444)	193,411
Favorable lease agreements ⁽¹⁾	14	9,688	(7,613)	2,075	98,833	(62,259)	36,574
Total intangible assets		<u>\$ 943,943</u>	<u>\$ (150,913)</u>	<u>\$ 793,030</u>	<u>\$1,033,088</u>	<u>\$ (188,703)</u>	<u>\$ 844,385</u>

(1) The decrease in favorable leases agreements primarily reflects the reclassification of favorable leases agreements where we are the lessee to operating lease assets in connection with our transition to ASC 842. See Note 9, *Leases*.

Amortization expense related to these intangible assets for fiscal 2023 and 2022 was \$17,132 and \$22,763, respectively. Our estimated future amortization expense related to these intangible assets is set forth as follows:

Fiscal:		
2024	\$	16,674
2025		16,624
2026		16,447
2027		16,368
2028		15,026
Thereafter		97,491
Total estimated future amortization expense	<u>\$</u>	<u>178,630</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 7 — OTHER CURRENT LIABILITIES

Other current liabilities as of January 31, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Financing method sale-leaseback liability, current portion	\$ 10,170	\$ 8,663
Income taxes payable	9,887	11,757
Salaries, wages and other benefits	8,802	17,967
Accrued interest	5,934	6,133
Estimated liability for self-insurance, current portion	5,813	5,989
Accrued property taxes	4,573	4,804
Deferred franchise and development fees	3,376	2,842
Gift card liabilities	2,747	10,436
State sales tax	2,288	1,953
Estimated liability for deferred rent, current portion and unearned rental income ⁽¹⁾	234	9,888
Estimated liability for litigation	—	10,872
Estimated liability for closed restaurants, current portion ⁽²⁾	—	2,259
Other accrued liabilities	12,929	12,045
Total other current liabilities	<u>\$ 66,753</u>	<u>\$ 105,608</u>

(1) The decrease in estimated liability for deferred rent, current portion and unearned rental income reflects the reclassification of deferred rent where we are the lessee in the underlying operating lease to the operating lease asset recorded for the underlying lease in connection with our transition to ASC 842. See Note 9, *Leases*.

(2) The decrease in estimated liability for closed restaurants, current portion reflects the classification of closed store reserve as an offset to the operating lease asset recorded for the underlying lease in connection with our transition to ASC 842. See Note 9, *Leases*.

NOTE 8 — LONG-TERM DEBT

Long-term debt as of January 31, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Series 2018-1 Class A-2 Notes:		
Series 2018-1 Class A-2-II Notes	\$ 335,125	\$ 338,625
Series 2018-1 Class A-2-III Notes	239,375	241,875
Series 2020-1 Class A-2 Notes	392,000	396,000
Series 2021-1 Class A-2 Notes	177,300	179,100
Other Notes	1,900	1,900
Unamortized deferred financing costs on Senior Notes	(15,595)	(18,086)
Long-term debt	<u>1,130,105</u>	<u>1,139,414</u>
Less current portion	(13,700)	(11,800)
Long-term debt, less current portion	<u>\$ 1,116,405</u>	<u>\$ 1,127,614</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

As of January 31, 2023, the aggregate maturities of our long-term debt, based on the anticipated repayment date and excluding the effects of amortization of the deferred financing costs on the Series 2018-1 Senior Notes, Series 2020-1 Senior Notes, Series 2021-1 Senior Notes and Other Notes are as follows:

Fiscal:	
2024.....	\$ 13,700
2025.....	11,800
2026.....	336,425
2027.....	8,300
2028.....	380,300
Thereafter.....	395,175
Total long-term debt.....	<u>\$ 1,145,700</u>

Series 2018-1 Senior Notes, Series 2020-1 Senior Notes and Series 2021-1 Senior Notes

On June 20, 2018, we completed a company-wide refinancing transaction (the “Series 2018-1 Refinancing”). In connection with the Series 2018-1 Refinancing, Carl’s Jr. Funding LLC and Hardee’s Funding LLC (collectively, the “Co-Issuers”), our indirect wholly-owned subsidiaries, issued an aggregate principal amount of \$1,000,000 Series 2018-1 Fixed Rate Senior Secured Notes, Class A-2, (“Series 2018-1 Class A-2 Notes”) and \$70,000 Series 2018-1 Class A-1 Variable Funding Senior Secured Notes (“Series 2018-1 Variable Funding Notes”, and together with the Series 2018-1 Class A-2 Notes, the “Series 2018-1 Senior Notes”). The indenture governing the Series 2018-1 Senior Notes (the “Indenture”) allows the Co-Issuers to issue additional series of notes in the future subject to certain conditions.

The Series 2018-1 Class A-2 Notes were issued in three tranches: (i) \$400,000 of Series 2018-1 4.250% Fixed Rate Senior Secured Notes, Class A-2-I, with an anticipated repayment date of June 2022; (ii) \$350,000 of Series 2018-1 4.959% Fixed Rate Senior Secured Notes, Class A-2-II, with an anticipated repayment date of June 2025; and (iii) \$250,000 of Series 2018-1 5.710% Fixed Rate Senior Secured Notes, Class A-2-III, with an anticipated repayment date of June 2028. The Series 2018-1 Class A-2 Notes have a legal final maturity date of June 2048. The Series 2018-1 Class A-2 Notes require scheduled quarterly principal payments of \$2,500 with the first principal payment due December 20, 2018. The interest payments for the Series 2018-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December.

The Series 2018-1 Variable Funding Notes provide for senior secured revolving facility loans, and subfacilities for swingline loans and letters of credit, in an aggregate amount of \$70,000. On October 26, 2022, the Series 2018-1 Variable Funding Notes were amended to extend the maturity date to September 2027, including options for renewal for two additional twelve-month terms (subject to certain conditions, including a minimum debt service coverage ratio). The Series 2018-1 Variable Funding Notes bear interest at a variable interest rate equal to (a) a commercial paper rate plus 3.00%, (b) the term SOFR rate plus 3.00% or (c) 2.00% plus the greater of (i) the Prime Rate, (ii) the Federal Funds rate plus 0.50%, or (iii) term SOFR plus 1.00%. The actual interest rate incurred is determined by how the borrowings were funded by participating investors, but in any event, will fall under one of the three scenarios described above. The Series 2018-1 Variable Funding Notes require us to pay a commitment fee of 0.50% per annum for unused commitments and letter of credit fees of 3.00% per annum on our outstanding non-cash collateralized letters of credit. Interest and other fees on the Series 2018-1 Variable Funding Notes are due quarterly in arrears on the 20th day of each March, June, September and December. As of January 31, 2023, we had no outstanding loan borrowings, \$24,223 of outstanding letters of credit and remaining availability of \$45,777 under our Series 2018-1 Variable Funding Notes.

On December 21, 2020, the Co-Issuers paid down the entire outstanding principal balance of our Series 2018-1 Class A-2-I Notes with the issuance of an aggregate principal amount of \$400,000 of Series 2020-1 3.981% Fixed Rate Senior Secured Notes, Class A-2 (the “Series 2020-1 Class A-2 Notes”). Our Series 2018-1 4.959% Fixed Rate Senior Secured Notes, Class A-2-II and Series 2018-1 5.710% Fixed Rate Senior Secured Notes, Class A-2-III remain outstanding. The Series 2020-1 Class A-2 Notes were issued pursuant to an amendment to the Indenture and have an anticipated repayment date of December 2027. The Series 2020-1 Class A-2 Notes have a legal final maturity date of December 2050. The Series 2020-1 Class A-2 Notes require scheduled quarterly principal payments of \$1,000 beginning March 22, 2021. The interest payments for the Series 2020-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

On June 24, 2021, the Co-Issuers issued an aggregate principal amount of \$180,000 of Series 2021-1 2.865% Fixed Rate Senior Secured Notes, Class A-2 (the “Series 2021-1 Class A-2 Notes”, and together with the “Series 2020-1 Class A-2 Notes” and the remaining Series 2018-1 Class A-2 Notes, all of which remain outstanding, the “Class A-2 Notes” and, collectively with the Series 2018-1 Variable Funding Notes, the “Senior Notes”). The Series 2021-1 Class A-2 Notes were issued pursuant to an amendment to the Indenture and have an anticipated repayment date of June 2028. The Series 2021-1 Class A-2 Notes have a legal final maturity date of June 2051. The Series 2021-1 Class A-2 Notes require scheduled quarterly principal payments of \$450 with the first principal payment due September 20, 2021. The interest payments for the Series 2021-1 Class A-2 Notes are due quarterly in arrears on the 20th day of each March, June, September and December. The remaining outstanding tranches of the Series 2021-1 Class A-2 Notes, the Series 2020-1 Class A-2 Notes and the Series 2018-1 Class A-2 Notes collectively require quarterly principal payments of \$2,500.

The Senior Notes are secured by substantially all assets of the Co-Issuers and their subsidiaries and immediate holding companies (collectively, the “CKE Securitization Entities”), but are not guaranteed by or secured with the assets of CKE or its other subsidiaries, including CKE Restaurants. The Indenture requires the CKE Securitization Entities to report and remit weekly cash flows of the CKE Securitization Entities to the trustee of the Senior Notes. The weekly cash flows are subject to a priority of payments that provides for the payment of funds to specific trust accounts for debt service and other specified purposes set forth in the Indenture. The amount of weekly cash flow, if any, that exceeds the amounts required by the priorities of payment is remitted to CKE Restaurants in the form of an equity distribution.

We expect that the Co-Issuers will repay or refinance each tranche of the Class A-2 Notes at or before its respective anticipated repayment date. However, in the event that the Co-Issuers do not repay any tranche of Class A-2 Notes in full by its anticipated repayment date, such tranche of the Class A-2 Notes would be subject to additional interest at an interest rate of at least 5% per annum, and principal payments on all outstanding Senior Notes would accelerate until the debt is paid in full. If certain conditions are met, including a maximum leverage ratio for the CKE Securitization Entities of 5.0x of total net indebtedness to net cash flow, each as defined in the Indenture, the Co-Issuers may elect not to make the scheduled principal payments on the Class A-2 Notes. The Co-Issuers may optionally prepay up to 35% of the original principal amount of each tranche of the Series 2018-1 Class A-2 Notes (but not the Series 2020-1 Class A-2 Notes or the Series 2021-1 Class A-2 Notes) at any time at par, other than with proceeds from indebtedness. Generally, any optional (and certain mandatory) prepayments in excess of such amount would be subject to a make-whole premium as defined in the Indenture. Beginning eighteen months prior to the anticipated repayment date for the Series 2018-1 Class A-2-II Notes, thirty months prior to the anticipated repayment date for the Series 2018-1 Class A-2-III Notes, thirty-six months prior to the anticipated repayment date for the Series 2020-1 Class A-2 Notes and forty-two months prior to the anticipated repayment date for the Series 2021-1 Class A-2 Notes, the Co-Issuers may repay all or a portion of the remaining principal amount of such applicable tranche of Class A-2 Notes at par.

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) required actions to perfect the security interest in certain collateral upon the occurrence of certain performance-related events, (ii) application of certain disposition proceeds as note prepayments, subject to certain exceptions, (iii) maintenance of specified reserve accounts, (iv) maintenance of certain debt service coverage ratios, (v) mandatory prepayments with indemnification payments for defective or ineffective collateral, and (vi) covenants relating to record keeping, access to information and similar matters. If certain covenants or restrictions are not satisfied or complied with, the Senior Notes are subject to accelerated repayment events and events of default. Although management does not anticipate an event of default, if any such event occurred and was not cured within any applicable cure period, the unpaid amounts outstanding could become immediately due and payable.

In connection with the issuance of the Series 2021-1 Class A-2-I Notes in fiscal year 2022, we incurred debt issuance costs of \$4,275, which were capitalized. These deferred financing costs will be amortized using the effective interest method over the expected term of the Series 2021-1 Class A-2-I Notes.

In connection with the amendment of the 2018-1 Variable Funding Notes in fiscal year 2023, we incurred debt issuance costs of \$861 which were capitalized. These deferred financing costs will be amortized using the effective interest method over the expected term of the 2018-1 Variable Funding Notes.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Other Notes

In connection with the acquisition of Hardee's restaurants from a franchisee, we assumed a \$2,100 unsecured note. On November 20, 2020, we paid down \$200. The note's maturity date is July 2023 at which time the entire unpaid principal balance becomes due. The note bears interest at a variable interest rate equal to prime plus 0.25%. Accrued interest is payable quarterly commencing October 2020 and continuing thereafter on the 27th day of each quarter (January, April, July, and October) until maturity.

Interest Expense

Interest expense consisted of the following:

	Fiscal 2023	Fiscal 2022
Series 2018-1 Class A-2 Notes	\$ 30,364	\$ 31,280
Series 2020-1 Class A-2 Notes	15,643	16,111
Series 2021-1 Class A-2 Notes	5,092	3,116
Amortization of deferred financing costs	3,352	3,092
Finance leases	1,302	1,438
Financing method sale-leaseback obligations (see Note 10)	6,276	7,384
Letter of credit fees, commitment fees and other	871	882
Total interest expense	<u>\$ 62,900</u>	<u>\$ 63,303</u>

NOTE 9 — LEASES

We occupy land and buildings under lease agreements expiring on various dates through fiscal 2046. Many leases provide for future rent escalations and renewal options. In addition, variable lease payments such as a percentage of sales in excess of specified levels, is often required. Most leases obligate us to pay costs of maintenance, insurance and property taxes.

We transitioned to ASC 842 on February 1, 2022 on a modified retrospective basis using the effective date transition method. The new guidance requires lessees to recognize on the balance sheet the assets and liabilities for the rights and obligations created by finance and operating leases and amends various other aspects of accounting for leases by lessees and lessors. In connection with our transition to ASC 842, we elected the package of practical expedients under which we did not reassess the classification of our existing leases, reevaluate whether any expired or existing contracts are or contain leases or reassess initial direct costs under the new guidance. We also elected lessee and lessor practical expedients to not separate non-lease components comprised of maintenance from lease components for real estate leases that commenced prior to our transition to ASC 842. We did not elect the practical expedient that permitted a reassessment of lease terms for existing leases.

Financial Statement Impact of Transition to ASC 842

Transition Impact on February 1, 2022 Consolidated Balance Sheet

Our transition to ASC 842 represents a change in accounting principle. The \$571 cumulative effect of our transition to ASC 842 is reflected as an adjustment to February 1, 2022 accumulated deficit. Our transition to ASC 842 resulted in the following adjustments to our Consolidated Balance Sheet as of February 1, 2022 (in thousands):

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

	<u>As Reported</u>	<u>Total</u>	<u>Adjusted</u>
	<u>January 31, 2022</u>	<u>Adjustments</u>	<u>February 1, 2022</u>
ASSETS			
Current assets:			
Cash and cash equivalents	\$ 130,508	\$ —	\$ 130,508
Cash and cash equivalents - restricted	16,059	—	16,059
Accounts receivable, net	39,123	—	39,123
Inventories	4,220	—	4,220
Prepaid expenses	21,605	—	21,605
Other current assets	24	—	24
Total current assets	211,539	—	211,539
Property and equipment, net	362,149	73 a.	362,222
Operating lease assets	—	484,083 b.	484,083
Goodwill	540,083	—	540,083
Intangible assets, net	844,385	(33,436) c.	810,949
Other assets, net	27,413	—	27,413
Total assets	\$ 1,985,569	\$ 450,720	\$ 2,436,289
LIABILITIES AND EQUITY			
Current liabilities:			
Current portion of long-term debt	\$ 11,800	\$ —	\$ 11,800
Current portion of finance leases	1,466	—	1,466
Current portion of operating leases	—	83,788 d.	83,788
Accounts payable	34,312	—	34,312
Other current liabilities	105,608	(812) e.	104,796
Total current liabilities	153,186	82,976	236,162
Long-term debt, less current portion	1,127,614	—	1,127,614
Finance leases, less current portion	15,164	—	15,164
Operating lease liabilities, less current portion	—	418,319 f.	418,319
Deferred income tax liabilities, net	175,309	121 g.	175,430
Other long-term liabilities	349,110	(50,125) h.	298,985
Total liabilities	1,820,383	451,291	2,271,674
Equity:			
Common stock	—	—	—
Additional paid-in capital	733,537	—	733,537
Notes receivable from CKE Inc.	(441,866)	—	(441,866)
Accumulated deficit	(125,600)	(571) i.	(126,171)
Accumulated other comprehensive loss	(885)	—	(885)
Total equity	165,186	(571)	164,615
Total liabilities and equity	\$ 1,985,569	\$ 450,720	\$ 2,436,289

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

- a. Represents the net carrying amount of favorable lease assets and unfavorable lease liabilities in which we are the lessee, which were reclassified to finance lease assets.
- b. Represents the capitalization of operating lease assets equal to the amount of recognized operating lease liability, adjusted by the net carrying amounts of related favorable lease assets, unfavorable lease liabilities, deferred rent liabilities, tenant allowances and closed store reserves, which were reclassified to operating lease assets.
- c. Represents the carrying amount of favorable lease assets associated with leases in which we are the lessee, which have been reclassified to either operating lease assets or finance lease assets.
- d. Represents the current portion of operating lease liabilities.
- e. Represents the amount of store restaurant liabilities associated with leases in which we are the lessee, which have been reclassified to operating lease assets.
- f. Represents the recognition of operating lease liabilities, net of current portion.
- g. Represents tax impacts of adoption of ASC 842.
- h. Represents the net carrying amount of various liabilities associated with leases in which we are the lessee, \$31,187 of unfavorable lease intangibles, \$14,643 of deferred rent liabilities, \$3,256 of tenant allowances, and \$1,039 closed restaurant liabilities which have been reclassified to operating lease assets.
- i. Represents operating lease asset store impairments and the tax effects of adjustments noted above.

Company as Lessor

We lease and sublease land and buildings to others, primarily as a result of the refranchising of certain restaurants. Many of these leases provide for fixed payments, while others provide for variable rent when sales exceed certain levels or for rent based on a percentage of sales. Lessees and sublessees generally bear the cost of maintenance, insurance and property taxes. The carrying values of assets leased to others as of January 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
Land.....	\$ 118,730	\$ 118,754
Leasehold improvements.....	8,285	8,336
Buildings and improvements.....	88,190	90,193
	<u>215,205</u>	<u>217,283</u>
Less accumulated depreciation and amortization.....	(72,873)	(72,836)
Total assets leased to others.....	<u>\$ 142,332</u>	<u>\$ 144,447</u>

The components of lease income for January 31, 2023 and 2022 are as follows:

	<u>2023</u>	<u>2022</u>
	<i>ASC 842</i>	<i>Previous Standard</i>
Rent revenue:		
Minimum rent revenue.....	\$ 94,426	\$ 95,886
Variable lease payments.....	6,875	8,533
Total rent revenue.....	<u>\$ 101,301</u>	<u>\$ 104,419</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

We sublease to others some of our property under finance leases. These assets are recorded as lease receivables and are included in accounts receivable, net and other assets, net in our accompanying Consolidated Balance Sheets. As of January 31, 2023, future minimum lease and sublease rent revenue expected to be received, are as follows:

	<u>Finance Leases</u>		<u>Operating Leases</u>	
	<u>Subleases</u>		<u>Subleases</u>	<u>Owned Properties</u>
Fiscal:				
2024	\$ 285	\$	85,213	\$ 9,185
2025	246		73,663	9,133
2026	245		62,676	9,539
2027	213		52,727	9,461
2028	190		44,697	9,117
Thereafter	299		144,056	60,588
Total future minimum lease and sublease rent revenue	1,478	\$	463,032	\$ 107,023
Unearned interest income	(308)			
Present value of leases receivable	1,170			
Less current portion	(206)			
Leases receivable, less current portion	<u>\$ 964</u>			

Company as Lessee

The components of lease cost for January 31, 2023 are as follows:

	<u>Fiscal 2023</u>
Finance lease cost:	
Amortization of finance lease assets	\$ 2,432
Interest on finance lease liabilities	1,302
Variable lease cost	173
Total finance lease cost	<u>\$ 3,907</u>
Operating lease cost	93,249
Variable lease cost	1,391
Total operating lease cost	<u>\$ 94,640</u>
Total lease cost	<u>\$ 98,547</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Minimum lease payments for all leases and the present value of minimum lease payments for operating and finance leases as of January 31, 2023 are as follows:

	<u>Finance Leases</u>		<u>Operating Leases</u>	
	<u>Company- Operated</u>	<u>Franchise & Other</u>	<u>Company- Operated</u>	<u>Franchise & Other</u>
Fiscal:				
2024	\$ 731	\$ 1,741	\$ 15,015	\$ 78,218
2025	681	1,553	13,850	64,874
2026	716	1,480	12,586	54,294
2027	733	1,412	11,655	44,683
2028	737	1,356	10,497	36,269
Thereafter	6,212	6,395	55,564	107,464
Total minimum lease payments	9,810	13,937	119,167	385,802
Less amount representing interest	(3,812)	(4,239)	(12,207)	(25,738)
Present value of minimum lease payments	5,998	9,698	106,960	360,064
Less current portion	(268)	(1,000)	(13,088)	(72,441)
Lease obligations, less current portion	<u>\$ 5,730</u>	<u>\$ 8,698</u>	<u>\$ 93,872</u>	<u>\$ 287,623</u>

Net rent under non-cancelable operating leases was as follows:

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
	<i>ASC 842</i>	<i>Previous Standard</i>
Rent revenue:		
Minimum rent revenue	\$ 94,426	\$ 95,886
Variable lease payments	6,875	8,533
Total rent revenue	<u>101,301</u>	<u>104,419</u>
Rent expense:		
Operating lease cost	(93,249)	(93,882)
Variable lease cost	(1,391)	(1,952)
Total operating lease cost	<u>(94,640)</u>	<u>(95,834)</u>
Net rent income	<u>\$ 6,661</u>	<u>\$ 8,585</u>

Lease Term and Discount Rate as of January 31, 2023

Weighted-average remaining lease term (in years):

Finance leases	10.19 years
Operating leases	7.89 years

Weighted-average discount rate:

Finance leases	8.1%
Operating leases	1.8%

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 10 — SALE-LEASEBACK TRANSACTIONS

We currently have entered into agreements with independent third parties under which we sold and leased back a total of 126 restaurant properties. The initial minimum lease terms are 20 years and include renewal options. The leases also include provisions that provide us with the ability to repurchase the properties, which for accounting purposes, prevents sale recognition as the leased properties are real estate, and we have concluded that no two real estate assets are substantially the same.

Under the financing method, the sales proceeds received are recorded in other current liabilities and other long-term liabilities until our continuing involvement with the properties is terminated, and the associated properties are reported as owned assets and depreciated over their remaining useful lives. Rent payments for these leases are recorded as principal and interest. The net book value of the associated assets, which is included in property and equipment, net of accumulated depreciation and amortization, in our accompanying Consolidated Balance Sheets was \$117,126 and \$120,652 as of January 31, 2023 and 2022, respectively.

During fiscal 2023, the lease agreements for two of our restaurant properties were terminated. As we no longer have continuing involvement in the properties, we recognized a net gain of \$1,160 associated with the write-off of the assets and liabilities. The net gain is included in facility action charges, net in our accompanying Consolidated Statement of Operations for fiscal 2023.

During fiscal 2022, we entered into agreements with independent third parties under which we sold and leased back a total of 5 additional restaurant properties. These agreements followed the same fact pattern as our existing sale-leaseback transactions and therefore, for accounting purposes, constitute continuing involvement with the associated restaurant properties. As such, the \$14,537 received in proceeds from the sale of these 5 properties is included in other current liabilities and other long-term liabilities, with no gain or loss recorded on the sale.

During fiscal 2022, the lease agreement for one of our restaurant properties was terminated. As we no longer have continuing involvement in this property, we recognized a net gain of \$262 associated with the write-off of its assets and liabilities. The net gain is included in facility action charges, net in our accompanying Consolidated Statements of Operations for fiscal 2022.

Closing costs and other fees related to sale-leaseback transactions are treated as deferred financing costs, which are recorded as a reduction to the liability balance and amortized to interest expense over the initial minimum lease term.

As of January 31, 2023, our future minimum lease commitments for our financing method sale-leaseback obligations are as follows:

Fiscal:	
2024	\$ 16,197
2025	16,202
2026	16,212
2027	16,410
2028	17,250
Thereafter	<u>83,972</u>
Total minimum lease payments	166,243
Less amount representing interest	(38,669)
Residual property obligation ⁽¹⁾ , deferred financing costs and deferred sales proceeds	<u>102,303</u>
Financing method sale-leaseback liability	229,877
Less current portion	<u>(10,170)</u>
Financing method sale-leaseback liability, less current portion	<u>\$ 219,707</u>

(1) Although we have legally transferred title of the sale-leaseback properties, we have included an obligation to convey, for accounting purposes, the sale-leaseback assets at the end of the primary lease term. This obligation was established

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

in acquisition accounting and based on the estimated residual value of the sale-leaseback assets at the end of the primary lease term.

NOTE 11 — OTHER LONG-TERM LIABILITIES

Other long-term liabilities as of January 31, 2023 and 2022 consisted of the following:

	<u>2023</u>	<u>2022</u>
Financing method sale-leaseback liability, long-term portion	\$ 219,707	\$ 234,259
Deferred franchise and development fees	32,566	34,579
Estimated liability for self-insurance, long-term portion	12,183	13,743
Unfavorable lease agreements ⁽¹⁾	6,911	43,499
Estimated liability for deferred rent, long-term portion ⁽²⁾	242	18,437
Other	5,888	4,593
Total other long-term liabilities	<u>\$ 277,497</u>	<u>\$ 349,110</u>

- (1) The decrease in unfavorable leases agreements reflects the reclassification of unfavorable leases liabilities where we are the lessee in the underlying operating lease to the operating lease assets recorded for the underlying lease in connection with our transition to ASC 842. See Note 9, *Leases*.
- (2) The decrease in estimated liability for deferred rent, long-term portion reflects the reclassification of deferred rent where we are the lessee in the underlying operating lease to the operating lease asset recorded for the underlying lease in connection with our transition to ASC 842. See Note 9, *Leases*.

NOTE 12 — EQUITY

As of January 31, 2023 and 2022, a total of 100 shares of \$0.01 par value common stock of CKE Restaurants are issued and outstanding. Each share of common stock entitles the shareholder to one vote per share and is eligible to receive dividend payments when declared. As discussed more fully in Note 8, the Indenture governing the Senior Notes includes certain covenants and restrictions that may limit CKE Restaurants' ability to declare and pay dividends. No dividends were declared and paid in fiscal 2023. During fiscal 2022, we paid a cash dividend of \$105,000 to CKE Inc. During fiscal 2022, CKE Inc. made a capital contribution to CKE Restaurant Holdings, Inc. of \$41,500.

During fiscal 2023, CKE Inc. merged with CKE Restaurants which survives the merger. As a result of the merger, all assets, liabilities and debts of CKE, Inc. transferred to CKE Restaurants. The intercompany note agreements between the entities were cancelled, and the CKE Restaurants note receivable from CKE Inc. in the amount of \$441,866 was reclassified to accumulated deficit. In addition, \$316 of cash held by CKE Inc. was consolidated into CKE Restaurants.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 13 — FAIR VALUE OF FINANCIAL INSTRUMENTS

The following table presents information on our financial instruments as of January 31, 2023 and 2022:

	2023		2022	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Financial assets:				
Cash and cash equivalents.....	\$ 107,853	\$ 107,853	\$ 130,508	\$ 130,508
Cash and cash equivalents - restricted	16,053	16,053	16,059	16,059
Notes receivable	389	389	520	520
Financial liabilities:				
Series 2018-1 Class A-2-II Notes	332,363	319,515	335,081	346,261
Series 2018-1 Class A-2-III Notes	236,353	227,945	238,532	245,764
Series 2020-1 Class A-2 Notes	385,688	346,802	388,786	401,714
Series 2021-1 Class A-2 Notes	173,801	146,485	175,115	173,944
Other Notes	1,900	1,900	1,900	1,900

The fair value of cash and cash equivalents and restricted cash and cash equivalents each approximate their respective carrying amounts due to the short maturity of the balances. The carrying amounts of notes receivable, net (both current and non-current) of related allowance for doubtful accounts approximate fair value. The estimated fair values of our borrowings under the Series 2018-1, Series 2020-1 and Series 2021-1 Class A-2 Notes were determined by obtaining estimated market prices from an investment banking firm as of the balance sheet dates. The carrying amount of the other notes approximates fair value.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Entities are required to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value based on the following fair value hierarchy:

Level 1 - Quoted prices in active markets for identical assets or liabilities;

Level 2 - Observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Our non-financial long-lived assets, including goodwill, intangible assets and property and equipment, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on a periodic basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, we assess our long-lived assets for impairment. When impairment has occurred, such long-lived assets are written down to fair value. See Note 16 for further information regarding impairment charges.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following table presents long-lived assets measured at fair value on a non-recurring basis during fiscal 2023:

	Fair Value Measurements	Impairment Charges
Assets to be disposed of (Level 2) ⁽¹⁾	\$ —	\$ 3,657
Assets to be held and used (Level 3) ⁽²⁾	—	444

(1) Represents the impairment of long-lived assets including property & equipment, net and operating lease assets for multiple domestic company-operated closed restaurants as well as multiple restaurants operated by the Shanghai business.

(2) Represents impairment recorded for two underperforming domestic company-operated restaurants.

The following table presents long-lived assets measured at fair value on a non-recurring basis during fiscal 2022:

	Fair Value Measurements	Impairment Charges
Assets to be disposed of (Level 2) ⁽¹⁾	\$ —	\$ 2,337
Assets to be held and used (Level 3) ⁽²⁾	—	221

(1) Represents the impairment of leasehold improvements for multiple domestic company-operated closed restaurants as well as multiple restaurants operated by the Shanghai business.

(2) Represents impairment recorded for one underperforming domestic company-operated restaurants.

NOTE 14 — COMMITMENTS AND CONTINGENT LIABILITIES

Lease Commitments

Many of the restaurants we have sold to franchisees are on leased sites, and we have entered into sublease agreements with these franchisees but remained principally liable for the lease obligations. We account for the sublease payments received as rent revenue in franchised restaurants and other revenue, and the payments on the leases as rent expense in franchised restaurants and other expense, in our accompanying Consolidated Statements of Operations. As of January 31, 2023, the nominal value of the lease obligations under the remaining master leases' primary terms is \$455,785.

Letters of Credit

Pursuant to our Series 2018-1 Variable Funding Notes, we may borrow up to \$70,000 for senior secured revolving facility loans, swingline loans and letters of credit (see Note 8). As of January 31, 2023, we had several standby letters of credit outstanding under our Series 2018-1 Variable Funding Notes totaling \$24,223, expiring at various dates through October 2023. The outstanding letters of credit consist of a \$13,100 letter of credit for benefit of the holders of the Senior Notes as an interest reserve as required by the Series 2021-1 Indenture and letters of credit of \$11,123, which primarily secure our potential workers' compensation, general liability and auto liability obligations.

Unconditional Purchase Obligations

As of January 31, 2023, we had unconditional purchase obligations in the amount of \$69,887, which consisted primarily of contracts for goods and services related to restaurant operations and contractual commitments for marketing and sponsorship arrangements. Our unconditional purchase obligations for fiscal 2024, 2025, 2026 and 2027 are estimated to be \$64,196, \$3,916, \$1,126 and \$649, respectively.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Litigation

We are currently involved in legal disputes related to employment, franchising, real estate and other business matters. We intend to vigorously defend against all claims in these lawsuits, and are unable to predict the ultimate outcome of these actions. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flow.

We accrue those loss contingencies that are deemed to be probable, and for which the amount of expected loss is reasonably estimable. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and/or the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated or unrelated to possible outcomes, and as such may not be meaningful indicators of our potential liability or financial exposure. We regularly review contingencies to determine the adequacy of our accruals and related disclosures. The ultimate amount of loss may differ from these estimates.

NOTE 15 — FRANCHISE OPERATIONS

Franchised restaurants and other revenue consisted of the following:

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Royalties	\$ 182,255	\$ 180,719
Rent and other occupancy	105,248	107,907
Franchise fees	6,142	4,182
Other	9,029	349
Total franchised restaurants and other revenue	<u>\$ 302,674</u>	<u>\$ 293,157</u>

Franchised restaurants and other expense consisted of the following:

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Rent and other occupancy	\$ 77,492	\$ 83,508
Amortization of franchise agreements	16,857	16,281
Other	83	(1,233)
Total franchised restaurants and other expense	<u>\$ 94,432</u>	<u>\$ 98,556</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

NOTE 16 — FACILITY ACTION CHARGES, NET

The components of facility action charges, net, are as follows:

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Adjustments to estimated liability for closed restaurants.....	\$ —	\$ 2,312
Impairment of assets to be disposed of	3,657	2,337
Impairment of assets to be held and used.....	444	221
Loss (gain) on disposal of other property and equipment.....	512	(6,486)
Gain on early termination of lease agreement associated with a financing method sale-leaseback restaurant property (see Note 10).....	(1,160)	(262)
Other losses, net.....	1,349	3
Total facility action charges, net.....	<u>\$ 4,802</u>	<u>\$ (1,875)</u>

Impairment charges recorded against property and equipment and operating lease assets of \$4,101 and \$2,558 were recognized in facility action charges, net in fiscal 2023 and 2022, respectively.

The following table summarizes the activity in our estimated liability for closed restaurants for fiscal year 2022. With the adoption of ASC 842 during fiscal year 2023, this estimated liability is no longer recorded as the entire operating lease liability is recorded in the Consolidated Balance Sheet.

	<u>Fiscal 2022</u>
Estimated liability for closed restaurants, beginning of year.....	\$ 2,899
Provision.....	2,312
Usage.....	(2,924)
Estimated liability for closed restaurants, end of year.....	<u>\$ 2,287</u>

NOTE 17 — SHARE-BASED COMPENSATION

Share-based compensation consisted of the following:

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Share-based compensation related to profit sharing interests that contain performance conditions ⁽¹⁾	\$ —	\$ —
Share-based compensation related to all other profit sharing interests ⁽¹⁾	777	855
Total share-based compensation expense.....	<u>\$ 777</u>	<u>\$ 855</u>

(1) During fiscal 2023 and fiscal 2022, we recorded reversals of \$123 and \$55, respectively, of share-based compensation expense in connection with the forfeiture of profit sharing interests.

Share-Based Compensation Arrangements

CKE Holdings LP, a limited partnership (the “Partnership”) that was formed by Roark Capital Management, LLC (“Roark”) and certain members of our senior management team and Board of Directors in December 2013, is CKE’s sole stockholder as of January 31, 2023 and 2022. The Limited Partnership Agreement, as amended (“Limited Partnership Agreement”), allows for the issuance of profit sharing interests (“Units”) in the Partnership in the form of “Class B” and “Class C” Units. The Units provide the holders a profit sharing interest in the Partnership as defined in the partnership agreement and the individual grant agreements. There are no income tax benefits associated with any of the Class B Units or Class C Units.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Time vesting Class B Units vest in four equal annual installments from the date of grant. Performance vesting Class B Units provide for vesting or conversion to a time vesting schedule upon achievement of certain financial or investment targets. Time vesting Class C Units vest in various installments as specified in the individual grant agreements, but in all instances have vesting periods no longer than five years from the date of grant. There are no unvested time vesting and performance vesting Class B Units as of January 31, 2023 and 2022.

As a result of a previous amendment to the Limited Partnership Agreement, all performance vesting Class B Units that had not vested or converted to a time vesting schedule prior to December 24, 2017, became fully vested and non-forfeitable Class B Units, subject to certain restrictions (the “Restricted Class B Performance Units”). The Restricted Class B Performance Units are only entitled to realize a profit sharing interest in the Partnership to the extent that certain future performance and/or market conditions are met. These conditions require the value generated or calculated as a result of a substantial initial public offering, change in control or cumulative cash distributions, each as defined in the Limited Partnership Agreement, to result in the achievement of a specified return to the Partnership.

During fiscal 2023, the Partnership granted 358,335 time vesting and 358,331 performance vesting Class C Units. The time vesting class C Units vest in either three or five equal annual installments from the dates of grant. The performance vesting Class C Units consists of either three or five equal tranches that vest upon achievement of certain annual financial targets for fiscal years 2023 through 2027 as set forth in the grant agreements.

During fiscal 2022, the Partnership granted 88,000 time vesting and 88,000 performance vesting Class C Units. The time vesting Class C Units vest in either three or five equal annual installments from the dates of grant. The performance vesting Class C Units consist of either three or five equal tranches that vest upon achievement of certain annual financial targets for fiscal years 2022 through 2026 as set forth in the grant agreements.

The following presents the time vesting and performance vesting Unit activity for fiscal 2023:

	Time Vesting Units	Performance Vesting Units	Total Units	Weighted- Average Grant Date Fair Value
Unvested Units outstanding as of January 31, 2022	423,960	412,317	836,277	\$ 5.28
Granted Units	358,335	358,331	716,666	5.28
Forfeited Units	(110,207)	(147,268)	(257,475)	5.21
Vested Units	(146,671)	(24,997)	(171,668)	5.59
Unvested Units outstanding as of January 31, 2023	<u>525,417</u>	<u>598,383</u>	<u>1,123,800</u>	5.25
Vested Units outstanding as of January 31, 2023			<u>4,542,694</u>	

As of January 31, 2023, there was \$5,966 of maximum unrecognized compensation costs for the unvested Units which have the potential for recognition over a weighted average amortization period of 2.15 years.

NOTE 18 — EMPLOYEE RETIREMENT PLAN

We sponsor a contributory plan (“401(k) Plan”) to provide retirement benefits under the provisions of Section 401(k) of the Internal Revenue Code (“IRC”). Participants may elect to contribute a portion of their annual salaries on a pre-tax basis to the 401(k) Plan, subject to the maximum contribution allowed by the IRC. During fiscal 2023 and 2022, our matching contributions to the 401(k) Plan were \$622 and \$624, respectively.

NOTE 19 — RELATED PARTY TRANSACTIONS

Transactions with Roark Capital Management, LLC

We have a management advisory and consulting services agreement with Roark. In exchange for advice concerning management, finance, marketing, strategic planning and other advisory and consulting services provided to us by Roark and its affiliates, Roark receives consulting fees and reimbursement of reasonable expenses. The current annual consulting fee of

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

\$3,262 is payable in equal quarterly installments and subject to an increase of three percent per year during the ten year term of the agreement. We recorded \$3,197 and \$3,106 of consulting fees, which are included in general and administrative expense in our accompanying Consolidated Statements of Operations for fiscal 2023 and 2022, respectively.

The management advisory and consulting services agreement also provides that Roark may earn future fees in connection with certain business acquisition transactions, an initial public offering or a change of control transaction. The management advisory and consulting services agreement includes customary exculpation and indemnification provisions in favor of Roark and its affiliates.

NOTE 20 — INCOME TAXES

Income tax expense consisted of the following:

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Current:		
Federal	\$ 3,424	\$ 3,828
State	858	1,027
Foreign	4,866	4,136
	<u>9,148</u>	<u>8,991</u>
Deferred:		
Federal	(1,016)	(1,406)
State	765	1,063
Foreign	(32)	(28)
	<u>(283)</u>	<u>(371)</u>
Total income tax expense	<u>\$ 8,865</u>	<u>\$ 8,620</u>

The following is a reconciliation of income tax expense at the federal statutory rate of 21.0% to our income tax expense for fiscal 2023 and 2022, respectively:

	<u>Fiscal 2023</u>	<u>Fiscal 2022</u>
Income tax expense at statutory rate	\$ 7,691	\$ 7,005
State income taxes, net of federal income tax effect	1,281	1,651
Nondeductible share-based compensation	163	180
General business credits	(503)	(445)
Nondeductible foreign losses	1,010	897
Uncertain tax positions	52	365
Intercompany interest	211	368
Foreign derived intangible income deduction	(1,527)	(1,403)
Other, net	487	2
Total income tax expense	<u>\$ 8,865</u>	<u>\$ 8,620</u>

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

Deferred income tax liabilities, net consisted of the following at January 31, 2023 and 2022:

	<u>2023</u>	<u>2022</u>
Deferred income tax assets:		
Operating lease liabilities	\$ 120,996	\$ —
Financing method sale-leaseback obligations	34,819	35,010
Interest limitation carryforward	10,245	3,363
Reserves and allowances	8,512	17,200
Franchise fees	8,023	8,801
Net operating loss carryforwards	5,982	5,795
Federal and state tax credits	4,624	4,901
Valuation allowance	(9,405)	(8,994)
Total deferred income tax assets	<u>183,796</u>	<u>66,076</u>
Deferred income tax liabilities:		
Goodwill and other intangible assets	(202,837)	(206,627)
Operating lease assets	(115,773)	—
Basis difference in property and equipment	(29,351)	(24,700)
Advertising funds	(6,640)	(9,239)
Other items	(4,326)	(819)
Total deferred income tax liabilities	<u>(358,927)</u>	<u>(241,385)</u>
Deferred income tax liabilities, net	<u>\$ (175,131)</u>	<u>\$ (175,309)</u>

We are included in the consolidated federal income tax returns and combined state income tax returns of CKE Holding Corporation. For the purpose of determining the income taxes attributable to CKE Restaurants and its subsidiaries, we prepare our income tax provision as if we were a separate taxpayer. As a result of this treatment, we make income tax payments to our corporate parent based upon our separate return taxable income. We additionally make income tax payments directly to federal, state, local and foreign taxing jurisdictions. As of January 31, 2023 and 2022, our income tax payable to our corporate parent was \$13,318 and \$12,997, respectively. During fiscal 2023 and 2022, we did not make any income tax payments to CKE Holding Corporation and made \$11,325 and \$5,238 in income tax payments net of refunds directly to taxing authorities.

As of January 31, 2023 and 2022, we maintained a valuation allowance of \$9,405 and \$8,994, respectively, for a portion of our state income tax credits and certain state and foreign net operating loss NOL carryforwards because we had concluded that realization of the tax benefit of such deferred income tax assets was not more likely than not. In evaluating the need for a valuation allowance, we consider all available evidence, positive and negative, including cumulative historical earnings in recent years, future reversals of existing temporary differences, estimated future taxable income exclusive of reversing temporary differences on a jurisdictional basis and statutory expiration dates of NOL and income tax credit carryforwards. During fiscal 2023, we increased our valuation allowance by \$411.

As of January 31, 2023, we have state tax credit carryforwards of \$5,853, which are subject to substantive limitations with regard to utilization and will expire, if unused, in fiscal 2024. As of January 31, 2023, we have state NOL carryforwards in the amount of approximately \$54,955, which expire in varying amounts from fiscal 2024 through 2034. As of January 31, 2023, we have recognized \$833 of net deferred income tax assets related to our state income tax credit carryforwards and \$303 of net deferred income tax assets related to our state NOL carryforwards, which represent our expected future tax savings from such carryforwards, after considering the impact of past ownership changes on our ability to utilize such carryforwards. The utilization of our NOL carryforwards to offset future taxable income may be subject to an annual limitation as a result of past or future ownership changes. As of January 31, 2023, we have recognized a nominal amount of deferred income tax assets associated with foreign operations.

CKE RESTAURANTS HOLDINGS, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

The following is a tabular reconciliation of the total amounts of unrecognized tax benefits:

	Fiscal 2023	Fiscal 2022
Unrecognized tax benefits, beginning of year	\$ 4,424	\$ 5,029
Gross increases related to tax positions taken in prior years	37	243
Gross decreases related to tax positions taken in prior years	(768)	(663)
Gross increases related to tax positions taken in the current year	417	384
Reductions to tax positions due to settlements with taxing authorities and lapses of statutes of limitations	(482)	(569)
Unrecognized tax benefits, end of year	<u>\$ 3,628</u>	<u>\$ 4,424</u>

Included in the balance of unrecognized tax benefits as of January 31, 2023, are \$1,427 of tax benefits that, if recognized, would affect the effective tax rate. Also included in the balance of unrecognized tax benefits as of January 31, 2023, are \$2,201 of tax benefits that, if recognized, would result in adjustments to other tax accounts, primarily deferred income taxes, income taxes payable and valuation allowance. Amounts recorded for interest and penalties in connection with the unrecognized tax benefits noted above were not significant as of January 31, 2023 and 2022.

We believe that it is reasonably possible that decreases in unrecognized tax benefits of up to \$286 may be necessary within the coming fiscal year as a result of statutes closing on such items. In addition, we believe that it is reasonably possible that our unrecognized tax benefits may increase as a result of tax positions that may be taken in fiscal 2023.

We file income tax returns in the U.S. federal jurisdiction and various states and foreign jurisdictions. We have carried forward various state NOL and income tax credits to income tax years that remain open by statute. As a result, such NOL and income tax credit carryforwards remain subject to adjustment by the respective tax authorities. Our federal income tax returns from fiscal 2020 and subsequent years are open for examination. In addition, our state income tax returns generally have statutes of limitations ranging from three to four years from the filing date.

NOTE 21 — SUPPLEMENTAL CASH FLOW INFORMATION

The following table presents supplemental cash flow information:

	Fiscal 2023	Fiscal 2022
Cash paid for:		
Interest, net of amounts capitalized	\$ 60,073	\$ 61,343
Income taxes, net of refunds received	11,325	5,238
Non-cash operating and investing activities:		
Operating lease assets obtained in exchange for new operating lease liabilities	50,875	—
Accrued property and equipment purchases	217	89

GUARANTEE OF PERFORMANCE

For value received, Carl's Jr. Funding LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Hardee's Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2024.

Guarantor: CARL'S JR. FUNDING LLC

By: 

Print Name: Kerry Olson


Print Title: General Counsel & Chief Legal Officer

GUARANTEE OF PERFORMANCE

For value received, Carl's Jr. Restaurants LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Hardee's Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2024.

Guarantor: CARL'S JR. RESTAURANTS LLC

By:  _____

Print Name: Kerry Olson

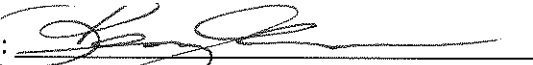
Print Title: General Counsel & Chief Legal Officer

GUARANTEE OF PERFORMANCE

For value received, Carl's Jr. SPV Guarantor LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Hardee's Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2024.

Guarantor: CARL'S JR. SPV GUARANTOR LLC

By: 

Print Name: Kerry Olson

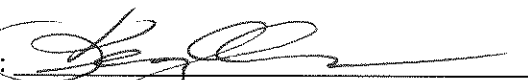
Print Title: General Counsel & Chief Legal Officer

GUARANTEE OF PERFORMANCE

For value received, Hardee's Funding LLC, a Delaware limited liability company, (the "Guarantor"), located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067, absolutely and unconditionally guarantees to assume the duties and obligations of **Hardee's Restaurants LLC, a Delaware limited liability company, located at 6700 Tower Circle, Suite 1000, Franklin, Tennessee 37067** (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2024.

Guarantor: HARDEE'S FUNDING LLC

By: 

Print Name: Kerry Olson

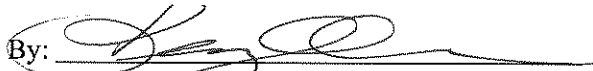
Print Title: General Counsel & Chief Legal Officer

GUARANTEE OF PERFORMANCE

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The Guarantor signs this guarantee at Franklin, Tennessee on the 24th day of May, 2024.

Guarantor: HARDEE'S SPV GUARANTOR LLC

By: 

Print Name: Kerry Olson

Print Title: General Counsel & Chief Legal Officer

EXHIBIT ~~L~~K

**DEVELOPMENT INCENTIVE PROGRAM
ADDENDUM TO FRANCHISE AGREEMENT**

**DEVELOPMENT INCENTIVE PROGRAM ADDENDUM
TO THE HARDEE'S RESTAURANT FRANCHISE AGREEMENT**

THIS ADDENDUM to the Hardee's Restaurant Franchise Agreement dated as of _____, ~~2023~~2024 ("Franchise Agreement") between Hardee's Restaurants LLC ("HR") and _____ ("Franchisee") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. In order to stimulate the development of new franchised Hardee's Restaurants and the continued expansion of the System, HR has established the ~~2023~~2024 HR development incentive program ("Program") for franchisees in ~~good-standing~~ that are growth ready and satisfy HR's financial requirements for new restaurant development and that open a newly-constructed Hardee's Restaurant at a location accepted by HR pursuant to a Franchise Agreement with HR signed no later than May 31, ~~2024~~2025 (the "New Restaurant Franchise Agreement"), provided that the Hardee's Restaurant is opened in accordance with the timeline set forth in the Franchise Agreement.

B. Franchisee and HR entered into a Franchise Agreement as of _____, ~~2023~~2024.

C. Franchisee and the Franchised Restaurant are eligible to participate in the Program.

D. Consequently, HR and Franchisee are entering into this Addendum to modify the Franchise Agreement to reflect the Franchisee's participation in the Program incentives.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and obligations set forth below, the parties, intending to be legally bound, agree to amend the Franchise Agreement as follows:

1. Reduced Royalty and APO for Limited Period of Time.

Notwithstanding anything to the contrary contained in the Franchise Agreement, HR agrees that each of the royalty fee and APO to be paid by Franchisee for the Franchised Restaurant will be reduced by: **(A)** 3% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's first 12 months of operation under the Franchise Agreement; **(B)** 2% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's second 12 months of operation under the Franchise Agreement; and **(C)** 1% of Gross Sales for Gross Sales accruing during the Franchised Restaurant's third 12 months of operation under the Franchise Agreement. Thereafter, the royalty fee and APO will revert to the royalty fee and APO set forth in the Franchise Agreement. The royalty fee and APO to be paid pursuant to this Addendum are set forth in Exhibit 1.

2. Other Development Incentive Programs. Franchisee acknowledges and agrees that, by signing this Addendum, it will not be entitled, with respect to the Franchised Restaurant, to any other incentive that have been or may be offered by HR.

3. Termination of Program Incentives. This Addendum and the Program will terminate following written notice to Franchisee if:

A. Franchisee fails to open the Franchised Restaurant on or before 120 days after the contractual opening date pursuant to the terms of the Franchisee's Development Agreement or Franchise Agreement or

B. Franchisee or any affiliate of Franchisee receives, during the first three years of operation of the Franchised Restaurant under the Franchise Agreement, a written notice of default under any agreement between Franchisee or any affiliate of Franchisee and HR or any affiliate of HR and fails to cure the default within the applicable cure period, if any.

4. Effect of Termination.

If this Addendum is terminated during the first three years of the Franchised Restaurant's operation under the Franchise Agreement, the royalty fee and APO for the Franchised Restaurant will immediately revert to the applicable amounts set forth in the Franchise Agreement.

5. Capitalized Terms. Any capitalized term that is not defined in this Addendum will have the meaning given it in the Franchise Agreement.

6. Limited Modification. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

Signature Page to Follow
[Signatures on following page.]

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

HARDEE’S RESTAURANTS LLC

By: _____

Print Name: ~~Kerry Olson~~ Danell Caron _____

Title: ~~General Counsel~~ Vice President, Legal _____

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

1. Royalty Fee and APO Due (Section 2 of the Addendum):

During the first three years of operation of the Franchised Restaurant, Franchisee will pay HR the following for Royalty and APO:

Royalty Fee*:

Dates of Operation of the Franchised Restaurant	Royalty Fee Percentage of Gross Sales
First 12 months	0.50%
Second 12 months	1.50%
Third 12 months	2.50%
Years 4 and 5	3.50%
Years 6 and beyond	4.00%

* For newly constructed restaurants

APO Allocation:**

APO Allocation by Period	Total APO	HNAF	Regional Co-op	LSM Allocation
Year 1: First 12 months	2.50%			
Year 2: Second 12 months	3.50%			
Year 3: Third 12 months*	4.50%			
Years 4 and beyond	5.50%			

**APO allocation dependent on whether Franchised Restaurant is located within a DMA with a Regional co-op.

EXHIBIT ~~ML~~

**RENEWAL ADDENDUM
(SLA RENEWAL, 1975 TO SLA RENEWAL)**

**RENEWAL ADDENDUM TO
HARDEE'S RESTAURANT FRANCHISE AGREEMENT**

THIS ADDENDUM to the Hardee's Restaurant Franchise Agreement dated as of _____ ("Franchise Agreement") by and between Hardee's Restaurants LLC ("HR") and _____ ("Franchisee") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. HR and Franchisee have entered into the Franchise Agreement pursuant to which Franchisee is authorized to operate a franchised Hardee's Restaurant at the Franchised Location.

B. Franchisee has been operating a franchised Hardee's Restaurant at the Franchised Location pursuant to HR's predecessor Hardee's Food Systems, Inc.'s St. Louis form of Agreement ("Prior Agreement"), in which the Initial Term has expired or will soon expire. (HR and Franchisee acknowledge that the Prior Agreement did not renew rights granted to the Franchisee under HFS 1975 form of License Agreement.)

C. HR and Franchisee have executed the Franchise Agreement to renew the franchise granted to Franchisee pursuant to the terms of the Prior Agreement.

D. The individuals identified above as "Guarantors", if any, have guaranteed Franchisee's obligations under the Franchise Agreement.

E. HR, Franchisee, and Guarantors desire to modify certain provisions of the Franchise Agreement as reflected in this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth below and other good and valuable consideration, the parties agree as follows:

1. In connection with the execution of the Franchise Agreement and the renewal of the franchise previously granted to Franchisee, Franchisee has agreed to timely satisfy the conditions listed in attached Appendix 1. Franchisee acknowledges that its failure to timely satisfy those conditions shall constitute a default under the Franchise Agreement.

2. Franchisee agrees that HR's execution of the Franchise Agreement does not constitute a waiver of any monies owed by Franchisee to HR or its affiliates under the Prior Agreement.

3. If the Franchised Restaurant is leased or subleased from a third party ("Landlord"), Franchisee shall provide HR a copy of the fully-executed lease or sublease, together with any amendments to the lease or sublease (collectively, "Lease") simultaneously with the execution of this Addendum. The term of the Lease shall continue for at least the Renewal Term of the Franchise Agreement. If the Lease does not contain the language required by HR to be included in the Lease, or if Franchisee has not previously provided HR with a fully-signed Lease Addendum as required by the Prior Agreement and the Franchise Agreement, Franchisee shall use its best efforts to obtain the Landlord's signature on HR's Lease

Addendum, in the form attached to the Franchise Agreement, and provide HR with a fully signed Lease Addendum within 60 days after the commencement date of the Renewal Term.

4. Franchisee represents and warrants that it has the right to remain in possession of the Franchised Restaurant for the Renewal Term.

5. The first two sentences in the first paragraph of Section 2.A. is deleted and replaced by the following:

A. Renewal Term

The term of this Agreement (“Renewal Term”) and the Franchise granted by this Agreement shall be for a period of [5 or 10] years. The Renewal Term shall commence on _____ and expire at midnight on _____, unless this Agreement is terminated at an earlier date pursuant to Section 20.

6. Section 2.B. is deleted and replaced by the following:

Franchisee shall have no right to renew this Agreement or the Franchise granted pursuant to this Agreement.

7. Section 6.A. is deleted and replaced by the following:

A. Renewal Fee

Franchisee shall pay a Renewal Fee of: **(1)** \$5,000 for a Renewal Term of 5 years or less; or **(2)** \$10,000 for a Renewal Term greater than 5 years, not to exceed 10 years. The Renewal Fee paid by Franchisee is set forth in attached Appendix 1. The Renewal Fee is paid in consideration of HR granting this renewal Franchise Agreement to Franchisee, it was fully earned at the time paid and it is not refundable for any reason whatsoever. All references to “Initial Franchise Fee” shall mean and refer to the Renewal Fee.

8. Franchisee, all individuals who executed the Franchise Agreement and all guarantors of Franchisee’s obligations under the Franchise Agreement and their respective heirs, representatives, successors, and assigns, freely and without any influence release and a covenant not to sue HR and its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, with respect to any and all claims, demands, liabilities, or causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for indemnification, subrogation or contribution and claims arising out of, or relating to, the Franchise Agreement, the Prior Agreement, any other agreements between Franchisee and HR or its affiliates and Franchisee’s operation of the Franchised Restaurant and all other restaurants operated by Franchisee that are franchised by HR or its affiliates. This does not include: **(i)** those claims which Franchisee proves in the applicable forum that HR fraudulently concealed from Franchisee; and **(ii)** those claims expressly identified and reserved by Franchisee in a written notice submitted to HR simultaneously with Franchisee’s notice of its election to remain a franchisee beyond the Initial Term of the Prior Agreement.

9. Item 2 in Appendix A to the Franchise Agreement is deleted.

10. All capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

11. Except as modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum simultaneously with the Franchise Agreement.

**HR:
HARDEE'S RESTAURANTS LLC**

By: _____

Print Name: ~~Kerry Olson~~ Danell Caron

Title: ~~General Counsel~~ Vice

Date: _____

President, Legal

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX 1

1. **Renewal Fee:**

2. **Conditions to be Satisfied by Franchisee:**

<u>Reimage & Deferred Maintenance Requirements</u>	<u>Deadline to Complete Deferred Maintenance Item</u>

~~A.~~ _____

RENEWAL ADDENDUM TO HARDEE'S RESTAURANT FRANCHISE AGREEMENT

THIS ADDENDUM to the Hardee's Restaurant Franchise Agreement dated as of _____
_____ ("Franchise Agreement") by and between Hardee's Restaurants LLC ("HR") and _____
_____ ("Franchisee") is entered into simultaneously with the Franchise Agreement.

RECITALS

A. HR and Franchisee have entered into the Franchise Agreement pursuant to which Franchisee is authorized to operate a franchised Hardee's Restaurant at the Franchised Location.

B. The Franchised Restaurant initially was operated pursuant to HR's predecessor Hardee's Food Systems, Inc.'s ("HFS") 1975 form of License Agreement. That Agreement (or a successor franchise agreement) has expired or will soon expire ("Prior Agreement").

C. HR and Franchisee have executed the Franchise Agreement to renew the franchise granted to Franchisee pursuant to the terms of the Prior Agreement.

D. The individuals identified above as "Guarantors", if any, have guaranteed Franchisee's obligations under the Franchise Agreement.

E. HR, Franchisee, and Guarantors desire to modify certain provisions of the Franchise Agreement as reflected in this Addendum.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements set forth below and other good and valuable consideration, the parties agree as follows:

1. In connection with the execution of the Franchise Agreement and the renewal of the license previously granted to Franchisee, Franchisee has agreed to timely satisfy the conditions listed in attached Appendix 1. Franchisee acknowledges that its failure to timely satisfy those conditions shall constitute a default under the Franchise Agreement.

2. Franchisee agrees that HR's execution of the Franchise Agreement does not constitute a waiver of any monies owed by Franchisee to HR or its affiliates under the Prior Agreement.

3. If the Franchised Restaurant is leased or subleased from a third party ("Landlord"), Franchisee shall provide HR a copy of the fully-executed lease or sublease, together with any amendments to the lease or sublease (collectively, "Lease") simultaneously with the execution of this Addendum. The term of the Lease shall continue for at least the Renewal Term of the Franchise Agreement. If the Lease does not contain the language required by HR to be included in the Lease, or if Franchisee has not previously provided HR with a fully-signed Lease Addendum as required by the Prior Agreement and the Franchise Agreement, Franchisee shall use its best efforts to obtain the Landlord's signature on HR's Lease Addendum, in the form attached to the Franchise Agreement, and provide HR with a fully signed Lease Addendum within 60 days after the commencement date of the Renewal Term.

4. The first paragraph of Section 2.A. is deleted and is replaced by the following:

The term of this Agreement ("Initial Term") and the Franchise

granted by this Agreement shall be a period of (5 or 10) years commencing on _____ and expiring at midnight on _____, unless this Agreement is terminated at an earlier date pursuant to Section 20.

5. The first two sentences of Section 2.B.(1) are deleted and are replaced by the following:

At the expiration of the Initial Term, Franchisee shall have an option to remain a Franchisee at the Franchised Location for an unlimited number of successive renewal periods of 5 years each. (All references in this Agreement to the Renewal Term shall mean the first 5 year renewal period commencing on expiration of the Initial Term.) Franchisee must give HR written notice of whether or not it intends to exercise its renewal option for the Renewal Term not less than 3 months, nor more than 6 months, before the expiration of the Initial Term.

6. Section 2.B.(2)(e) is deleted.

7. Section 2.B.(2)(g) is deleted and is replaced by the following:

Franchise shall pay HR a renewal fee in an amount not to exceed 25% of the initial franchise fee charged by HR at the time of Franchisee's notice pursuant to Section 2.B.(1). However, if Franchisee owns and operates more than one franchised Hardee's Restaurant at the time of its notice pursuant to Section 2.B.(1), the renewal fee shall be the greater of: (i) 25% of the Original Fee paid by Franchisee (as set forth in Appendix 1); or (ii) 25% of the initial franchise fee charged by HR at the time of Franchisee's notice pursuant to Section 2.B.(1) reduced by 0.8% for each other franchised Hardee's Restaurant operated by Franchisee at the time of its notice pursuant to Section 2.B.(1).

8. Section 6.A. is deleted and is replaced by the following:

a. Renewal Fee

Franchisee has paid HR a renewal fee in the amount set forth in attached Appendix 1. The renewal fee was paid in consideration of HR granting this renewal Franchise Agreement to Franchisee, it was fully earned at the time paid and it is not refundable for any reason whatsoever.

9. Item 2 in Appendix A to the Franchise Agreement is deleted.

10. All capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

11. Except as modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Addendum simultaneously with the Franchise Agreement.

**HR:
HARDEE'S RESTAURANTS LLC**

By: _____

Print Name: Danell Caron

Title: Vice President, Legal

Date: _____

FRANCHISEE:

By: _____

Print Name: _____

Title: _____

Date: _____

APPENDIX 1

1. **Initial fee originally paid by Franchisee (“Original Fee”):** \$

2. **Renewal Fee:** \$

3. **Conditions to be Satisfied by Franchisee:**

<u>Reimage & Deferred Maintenance Requirements</u>	<u>Deadline to Complete Deferred Maintenance Item</u>

~~A.~~ _____

EXHIBIT ~~N~~M

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

In consideration of the willingness of Hardee's Restaurants LLC ("HR") to permit me to review the confidential Operation Procedures Manual ("OPM") before entering into a Development Agreement and/or a Franchise Agreement, I agree, individually and as an officer or partner of any corporation or partnership that may enter into an agreement with HR, as follows:

1. As used in this Agreement, the term "Confidential Information" means all information contained in the OPM and all other information relating to the Hardee's System disclosed to me except: information which is now or hereafter becomes generally known (other than by unauthorized disclosure, whether deliberate or inadvertent, by myself or by any other person, firm or corporation with which I am affiliated); information that was in my possession at the time of receipt of the OPM; and information that comes into my possession after the date of this Agreement from a source not under an obligation of secrecy to HR.

2. I agree not to make any use of the Confidential Information, not to make any copies of the Confidential Information and not to reveal any of the Confidential Information to any person who has not signed a Confidentiality Agreement with HR. In the event I want to disclose the Confidential Information to my partners, employees, advisors or other representatives, I will ensure that such partner, employee, advisor or other representative: **(A)** has a reasonable need to know the Confidential Information in connection with the evaluation of the franchise opportunity; and **(B)** has been advised of the confidential nature of the Confidential Information and has agreed to maintain the confidential nature.

3. If I do not enter into a Development or Franchise Agreement with HR, or at any time upon request of HR, I will: **(A)** return all copies of the OPM to HR (and/or certify that I have destroyed or deleted all electronic copies of the OPM); **(B)** immediately cease to use the Confidential Information; and **(C)** certify in writing that all of my partners, employees, advisors or other representatives to whom I have disclosed the Confidential Information have complied with this Section.

4. This Agreement will be governed and construed in accordance with the laws of the state in which I reside.

Signature

Signature

Print Name

Print Name

Date: _____

Date: _____

Address: _____

Address: _____

EXHIBIT 

ASSET PURCHASE AGREEMENT

[NOTE: THIS IS A FORM DOCUMENT THAT WILL BE MODIFIED TO TAKE INTO ACCOUNT THE SPECIFIC DEAL POINTS OF A TRANSACTION BETWEEN THE SELLER AND BUYER]

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of the _____ day of _____, 200___, by and among _____, a _____ (“Buyer”), _____, an individual (“Guarantor”), and **HARDEE’S RESTAURANTS LLC**, a Delaware limited liability company (“Seller”). Buyer, Guarantor and Seller are referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, Seller is the owner or lessee (or an affiliate of the owner or lessee) of certain Hardee’s restaurants indicated on Exhibit A and is the operator of each of said restaurants (each of the restaurants listed on Exhibit A is referred to herein individually as a “Restaurant” and collectively as the “Restaurants”); and

WHEREAS, Seller desires to sell and transfer (or, if applicable, cause its affiliate to sell and transfer) to Buyer and Buyer desires to purchase from Seller (or, if applicable, Seller’s affiliate) certain assets and real property attributable or pertaining to certain of the Restaurants, Seller desires to sublease (or, if applicable, cause its affiliate to sublease) to Buyer and Buyer desires to sublease from Seller (or, if applicable, Seller’s affiliate) certain real property on which the other Restaurants are situated, all upon the terms and subject to the conditions set forth in this Agreement, Seller and Buyer desire to enter into Hardee’s Restaurant Franchise Agreements for the operation of all of the Restaurants by Buyer as Hardee’s restaurants (the “Franchise Agreements”), and Seller and Buyer desire to enter into a development agreement with respect to the opening of new Hardee’s restaurants by Buyer (the “Development Agreement”);

WHEREAS, Guarantor is the sole shareholder or member of Buyer and will realize substantial benefits from the transactions contemplated by this Agreement and, as an inducement for Seller to enter into this Agreement, has agreed to guaranty the obligations of Buyer under this Agreement;

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreements, representations and warranties contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

1.01 Purchase and Sale of Assets. At the Closing (as hereinafter defined), Seller hereby agrees (or, if applicable, will cause its affiliate) to sell, transfer, convey, assign and deliver to Buyer and Buyer agrees to purchase, acquire and assume from Seller (or, if applicable, Seller's affiliate), all of Seller's (or, if applicable, Seller's affiliate's) right, title and interest in and to the assets listed below (collectively, the "Purchased Assets"). To the extent that an affiliate of Seller owns any asset which is subject to this Agreement, Seller shall cause the affiliate to transfer or lease the assets (as applicable) to Buyer, as described herein.

(a) **Fixed Assets.** All machinery, equipment ("Equipment"), furniture, fixtures, tools, signs and other items of tangible personal property (excluding Inventory) located at the Restaurants, except for such machinery, equipment, furniture, fixtures, tools, signs and other items of tangible personal property under lease to Seller (the "Fixed Assets").

(b) **Inventory.** All inventories of food products, paper products, operational supplies, uniforms, disposable items, heating fuel, cleaning materials and other items of consumable and/or expendable materials and supplies in the Restaurants on the Closing Date (as hereinafter defined) (the "Inventory").

(c) **Permits and Licenses.** All permits, licenses, consents and authorizations which are necessary or required for the operation, use and/or ownership of the Restaurants and/or Purchased Assets, but only to the extent that the same are transferable and assignable by Seller (or, if applicable, Seller's affiliate) to Buyer (the "Permits and Licenses").

(d) **Change Fund.** Cash in an aggregate amount equal to \$_____ shall be left in the cash registers of each of the Restaurants immediately prior to the Closing Date (the "Change Fund"). The Change Fund for each of the Restaurants shall be shown on the Closing Statement as a payment by Buyer.

(e) **Contract Rights.** All of Seller's (or, if applicable, Seller's affiliate's) right, title and interest in and to the contracts, leases and commitments listed on Exhibit 1.01(e) (the "Assumed Contracts").

(f) **Fee Property.** All of Seller's (or, if applicable, Seller's affiliate's) right, title and interest in and to each parcel of real property, together with all buildings, improvements and fixtures thereon, in which any Restaurant identified on Exhibit A as a "Fee Property Restaurant" is situated (collectively, the "Fee Property").

(g) **Other Rights.** Any and all of Seller's rights concerning the Restaurants: (1) to use existing telephone numbers, fax numbers, keys and codes for security systems, to the extent transferable or assignable, or (2) arising under equipment warranties, building/construction warranties or other warranties, to the extent transferable or assignable (collectively, "Other Rights").

1.02 Excluded Assets. The Purchased Assets shall include only the assets expressly listed in Section 1.01 and shall not include any other assets of any kind, including but not limited to, the following assets of Seller or any affiliate: cash on hand or in banks, other than the Change Fund; checks, drafts or other negotiable instruments; accounts receivable; refunds, rebates and credits due; computer software (other than as relates to the POS Equipment (as defined in Section 1.05) in the Restaurants); or executory commitments for the purchase of materials, services or supplies or other real or personal property not related to or physically present at the Restaurants (collectively, the “Excluded Assets”).

1.03 Condition of Assets. All of the Purchased Assets are being sold and transferred by Seller (or, if applicable, its affiliate) to Buyer and purchased by Buyer from Seller (or, if applicable, its affiliate) in “AS IS” condition and “with all faults.” EXCEPT AS OTHERWISE PROVIDED HEREIN, SELLER AND ITS AFFILIATES DISCLAIM ALL WARRANTIES CONCERNING THE PURCHASED ASSETS, STATUTORY, EXPRESS, AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY OF QUALITY IN RESPECT OF THE PURCHASED ASSETS, AND THERE ARE NO OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS AGREEMENT. Buyer and Guarantor acknowledge that they are in the business of operating restaurants and have examined the Purchased Assets to their satisfaction in light of the foregoing disclaimer of warranties.

1.04 Sublease of Leased Real Property. At Closing, Seller (or, if applicable, Seller’s affiliate) shall sublease to Buyer on a triple net basis each parcel of real property on which any Restaurant identified on Exhibit A as a “Leased Property Restaurant” (collectively, the “Leased Real Property”) is situated. The rentals for each of the Leased Real Properties will be as set forth on Exhibit A. Each sublease shall require Guarantor to guarantee all of Buyer’s obligations under such sublease. The guaranty shall be substantially in the form attached as an exhibit thereof to the sublease. Each sublease of Leased Real Property shall be substantially in the form attached hereto as Exhibit 1.04(a), under the terms set forth on Exhibit A.

The Leased Real Properties, respectively, shall have initial terms or options to renew (collectively, the “Term”) set forth opposite such property on Exhibit A. The parties hereto believe that the information set forth on Exhibit A as regards to the initial term and options to renew with respect to each of the Leased Real Properties is accurate, but Seller makes no representations and warranties, with respect to same, and accordingly, Buyer should independently verify same. For those property parcels for which the corresponding Term indicated on Exhibit A is less than fifteen (15) years, Seller will use commercially reasonable efforts to obtain from the respective landlord prior to Closing one or more renewal options such that the Term shall equal at least fifteen (15) years, provided that the rent increase during such additional renewal periods shall not, without Buyer’s consent, exceed three percent (3.0%) over the immediately preceding year for each year an extension is obtained. Fee Property and Leased Real Property are referred to collectively as the “Properties.” The Leased Real Property subleases are referred to collectively as the “Subleases.”

1.05 Point of Sale Equipment. Point of Sale equipment (“POS Equipment”) in the Restaurant shall be deemed a Fixed Asset and shall be conveyed to Buyer pursuant to Section 9.04. The parties acknowledge that the Restaurants currently operate using _____ software. Seller agrees to license the Star POS software to Buyer [**NOTE: without charging a license fee/charging the license fee set forth in the Franchise Agreements**], and Buyer agrees to enter into Seller’s standard license agreement for such software and subscribe to the Help Desk services. Buyer further agrees to purchase and install the Xpient POS software package with CKE enhancements (“Xpient/CKE Package”), together with any upgrades necessary for such system, within six (6) months after Closing or, if the Xpient/CKE Package is not available as of Closing, then within six (6) months after it becomes available. Buyer acknowledges that the Xpient/CKE package includes various components, including, without limitation, POS and back-office software, new or upgraded back-office computer, new kitchen display system, mandatory help desk subscription and mandatory field service subscription.

1.06 Assumption of Liabilities. At the Closing, Buyer shall assume, discharge and become liable for all liabilities and obligations arising after the Closing Date under the Assumed Contracts, but only to the extent such liabilities and obligations are required to be performed and satisfied after the Closing Date and excluding liabilities and obligations arising as a result of any breach of or default or failure to perform by Seller (or, if applicable, Seller’s affiliate) under any Assumed Contract prior to the Closing Date. Buyer agrees to use its best efforts to obtain releases of Seller (or, if applicable, Seller’s affiliate) from all future obligations under the Assumed Contracts upon their assignment to Buyer. To the extent that Buyer is unable to obtain such releases of Seller under the Assumed Contracts, Guarantor shall additionally guaranty the obligations of Buyer in connection with the Assumed Contracts until such time as releases have been obtained or the obligations have terminated, pursuant to the Guaranty executed by Guarantor in substantially the form of Exhibit 1.06 attached hereto.

1.07 Excluded Restaurants. The parties to this Agreement recognize that, in connection with the transactions contemplated by this Agreement, Seller offered to (i) sell, lease and/or sublease to Buyer the real property on which the restaurants identified on Exhibit B hereto (the “Excluded Restaurants”) are situated, and (ii) sell and transfer certain assets attributable or pertaining to the Excluded Restaurants. Buyer acknowledges and agrees that Buyer declined Seller’s offer to sell, lease and/or sublease the Excluded Restaurants and to sell and transfer certain assets attributable or pertaining to the Excluded Restaurants. Notwithstanding anything to the contrary in this Agreement, any Development Agreement, any Franchise Agreement or any other agreement between the parties to this Agreement, Seller shall have the right to operate or dispose of any or all of the Excluded Restaurants in any manner Seller may deem appropriate or convenient, including, without limitation, the right to close them, operate them independently, allow another franchisee to operate them, and/or sell them to any third party, including, without limitation, the operator of a competing fast food concept.

1.08 Seller’s Repurchase Option. Seller shall have the right to repurchase the Restaurants and any New Restaurants in the event that Buyer is in Material Noncompliance (as defined below) with its obligation with respect to the timely development of any of the first _____ () New Restaurants to be developed under the Development Agreement (the “Repurchase Option”), under the terms set forth in this section.

(i) The purchase price for the Restaurants and any New Restaurants shall equal _____ (_____) times the actual rolling-13-period EBITDA of the Restaurants and any New Restaurants, as of the month immediately preceding the date the Option is exercised, subject to the following definitions and adjustments:

(A) EBITDA is defined as earnings before interest, income tax, depreciation and amortization, as set forth on the “Summary of Accounts – Abbreviated Franchisee Profitability Statement” a copy of which is attached hereto as Exhibit 1.4(d), attached hereto (the “Summary of Accounts”).

(B) For purposes of calculating EBITDA and notwithstanding the Summary of Accounts, royalties shall be considered an expense to be deducted from earnings, and G&A (general and administrative) shall be deemed to be an amount equal to ___% of gross sales in lieu of actual G&A.

(C) EBITDA for any New Restaurant open less than 18 months at the time the Repurchase Option is exercised shall be deemed to be the average restaurant EBITDA of the Restaurants and any New Restaurants opened at least 18 months at the time the Repurchase Option is exercised.

(D) In the event Buyer owns the fee interest of any New Restaurants, Buyer shall sell to Seller such fee interest at a price equal to the then Value, determined as set forth in Section 1.4(c) above. The purchase price of the New Restaurant shall be the sum of the value of the fee interest plus _____ times EBITDA for the New Restaurant determined as set forth above, except that fair market rent shall be imputed to the New Restaurant for purposes of determining EBITDA. The fair market rental value of the property shall be determined for such purpose in the same manner that Value is determined under Section 1.4(c) above. Notwithstanding the foregoing, in the event that any such fee-owned New Restaurant has been opened less than 18 months, the purchase price for such fee interest shall be no less than the amount of Buyer’s acquisition and build-out expenses actually paid to third parties, including the following soft costs: all applicable civil engineering, architectural, impact and permit fees in connection with the development of such New Restaurant (but excluding attorneys’ fees and other soft costs not specifically listed in the foregoing) (“Acquisition and Build-Out Cost”). In the event the purchase price for such fee interest is based on Acquisition and Build-Out Cost, rent imputed to the New Restaurant for purposes of determining EBITDA shall be determined by multiplying the Acquisition and Build-Out Cost by an ___% cap rate, in lieu of rent equal to the average rent of the Restaurants and any New Restaurants opened at least 18 months at the time the Repurchase Option is exercised.

(E) In the event that Buyer has one or more locations under development as a New Restaurant (not yet opened), Buyer may elect to exclude or include all such locations from the Repurchase Option. If included, the purchase price for the locations under development shall equal the amount of Buyer’s Acquisition and Build-Out Expenses

actually paid to third parties as of the Repurchase Option closing, provided that Seller shall have given prior written approval to any expenditures incurred after the date Seller exercises its Repurchase Option, which approval shall not be unreasonably withheld. Buyer shall assign and Seller shall assume all contracts, warranties and liabilities concerning acquisition, design and construction in form and substance reasonably acceptable to Seller, and at closing Buyer shall provide Seller acceptable lien waivers for all work performed and materials delivered through the date of such closing.

(ii) “Material Noncompliance” of the Development Agreement shall mean Buyer’s failure to obtain site approval for a New Restaurant or open a New Restaurant within one (1) year after the site approval or opening date set forth in Development Schedule under the Development Agreement, or Buyer’s admission that it will not be able to develop one or more of the New Restaurants within one (1) year of the scheduled opening date under the Development Agreement. Such one (1) year period shall be extended upon the occurrence of a Force Majeure event as defined in Section 20 of the Development Agreement, but only to the extent such event prevents, hinders or delays Buyer’s performance in excess of such one (1) year period. Seller shall not be required to provide Buyer a notice and cure period prior to exercising the Repurchase Option, and Seller’s right to exercise its Repurchase Option shall continue for so long as the Development Agreement remains in material noncompliance. Upon the opening of Buyer’s _____ () New Restaurant, Seller’s Repurchase Option shall terminate.

(iii) At the Repurchase Option closing, Buyer shall deliver the Restaurants and any New Restaurants to Seller in at least as good condition as Seller delivered to Buyer at Closing under this Agreement, in good working order subject to normal wear and tear and subject to equivalent representations and warranties related to the condition of the assets as made by Seller under this Agreement. Seller and Buyer shall terminate the leases and subleases between them for the Restaurants, and Buyer shall assign and Seller shall assume any leases for any New Restaurants. Buyer shall assign and Seller shall assume all operating contracts expressly approved by Seller related to the Restaurants or New Restaurants. The property and buildings shall be delivered to Seller free of all liens and encumbrances, except liens for taxes not yet due and payable, encumbrances existing immediately prior to the Closing and other matters approved by Seller, which approval shall not be unreasonably withheld. In the event one or more Restaurants or New Restaurants do not meet the conditions stated in this subparagraph, such failure shall not delay Seller’s right to close on the other Restaurants and New Restaurants. Rent, utilities, taxes and other items prorated at Closing (personal and real property) shall be prorated as of the closing of the Repurchase Option. Buyer shall pay all transaction expenses (other than Seller’s attorneys’ fees) to exercise and consummate the Repurchase Option. Subject to the foregoing terms and conditions of this paragraph, Buyer shall provide the same indemnification to Seller at the Repurchase Option closing that Seller provides to Buyer at the Closing. The parties shall use commercially reasonable efforts to consummate the closing of the Repurchase Option within sixty (60) days following Seller’s delivery of a notice that it is exercising its Repurchase Option.

(iv) If Seller shall exercise the Repurchase Option, the Development Agreement and all Franchise Agreements and Leases concerning the Restaurants and New Restaurants acquired by Seller pursuant to the Repurchase Option shall terminate and be of no further force or effect except for any and all provisions of such agreements and Leases that are intended to survive termination. Notwithstanding the foregoing, Seller agrees that, if it exercises the Repurchase Option, it will limit the post-term noncompetition provisions applicable to Buyer and Guarantor under the Franchise Agreements to quick serve restaurant concepts in which 10% or more of the sales are comprised of hamburgers or breakfast sandwiches, but such limitation of the noncompetition provision shall not apply within the _____ Designated Market Area.

(v) The terms of this Section 1.08 shall survive (i) Closing, and (ii) closing of the Repurchase Option for one (1) year.

ARTICLE II

PURCHASE PRICE

2.01 Purchase Price.

(a) Subject to the adjustments below, the purchase price (“Purchase Price”) for the Purchased Assets and for the right to sublease the Leased Real Property on the terms set forth in Section 1.04 above shall be the sum of: (i) _____ Dollars (\$ _____), which amount (less any deposits previously paid by Buyer pursuant to subsection (b) below and subject to adjustments made in accordance with Section 2.03 below) shall be payable by Buyer to Seller at the Closing by wire transfer; and (ii) the value of the Inventory as of the Closing Date, calculated and payable in accordance with Section 2.01(c).

(b) The Parties acknowledge that Buyer has forwarded to Seller a deposit on the Purchase Price in the amount of _____ Dollars (\$ _____) (“Initial Earnest Money Deposit”), which deposit will be transferred by Seller to _____ (“Title Company”) to be held in escrow. Upon execution of this Agreement, Buyer shall forward to Seller an additional deposit on the Purchase Price in the amount of _____ Dollars (\$ _____) (“Additional Earnest Money Deposit”), which deposit also will be transferred by Seller to Title Company to be held in escrow. Unless this Agreement is cancelled in accordance with the requirements of Section 5.03 of this Agreement, the Initial Earnest Money Deposit and Additional Earnest Money Deposit (collectively, the “Earnest Money Deposit”) shall be paid to Seller at Closing or in accordance with the conditions hereinafter set forth.

(c) The amount Buyer shall pay Seller for the Inventory shall be determined as follows: on the Closing Date, representatives of both Buyer and Seller shall conduct a physical inventory of all items of Inventory at the Restaurants. The value of the Inventory as of such time shall then be determined by the most current price list issued by Meadowbrook Meat Corporation, Inc. prior to the Closing Date; provided, however, that with respect to new uniforms included in the Inventory, Buyer shall pay the full invoice price paid by Seller for such new uniforms, and with respect to uniforms currently used by Restaurant employees included in the Inventory, Buyer

shall pay one-half of the full invoice price paid by Seller for such uniforms. Promptly after the value of the Inventory has been determined in writing, Seller shall present to Buyer the written document setting forth the Inventory and the value of the Inventory. Buyer shall thereafter have five (5) business days within which to review the written document setting forth the Inventory and the value of the Inventory and the work papers of Seller utilized in calculating same (which will be furnished to Buyer promptly on request) for purposes of verifying the accuracy and fairness of the value of the Inventory. The value of the Inventory determined by Seller shall be binding on Buyer unless Buyer presents to Seller written notice of its disagreement within such five (5) business day period, specifying in reasonable detail, insofar as feasible, the nature and extent of Buyer's disagreement. If Buyer does not provide to Seller such written notice of disagreement within such time period, Buyer shall, within thirty (30) days of the Closing Date, pay Seller for the Inventory in cash or other immediately available funds. If Buyer does provide to Seller such written notice of disagreement, Buyer shall, concurrently with delivery of such written notice, pay Seller in cash or other immediately available funds for that portion of the value of the Inventory with which Buyer does not disagree. Otherwise, Buyer's written notice of disagreement shall have no effect, as if it had never been given, and the value of the Inventory determined by Seller shall be binding on Buyer. The parties agree to use their good faith efforts to resolve such disagreement within fifteen (15) days after Seller receives written notice of such disagreement and partial payment from Buyer, at which time Buyer shall pay Seller for the Inventory in cash or other immediately available funds in accordance with the resolution of such disagreement. In the event that Seller and Buyer cannot mutually agree on the value of the Inventory within such fifteen (15) day period, the value shall be determined by arbitration as provided in Section 2.06.

2.02 Franchise Fees; Development Fees. The Purchase Price shall be inclusive of the initial franchise fee due under each of the Hardee's Restaurant Franchise Agreements to be entered into on or before Closing. Any development fees provided for in the Development Agreement or franchise fees for new restaurants developed pursuant to the Development Agreement, however, shall be in addition to the Purchase Price and shall be paid by Buyer to Seller in accordance with the terms of the Development Agreement and the franchise agreements entered into with respect to such new restaurants. At Closing, Buyer shall pay to Seller a development fee in an amount equal to Ten Thousand Dollars (\$10,000) per restaurant unit Buyer is required to develop, as required under the Development Agreement.

2.03 Prorations and Adjustments. The Purchase Price shall be subject to adjustment at Closing for payments due under the Assumed Contracts, real and personal property taxes and assessments, utilities and other similar items. Buyer shall receive a credit from Seller for all unpaid real and personal property taxes and assessments for the calendar year 202__ prorated from January 1, 202__ to the Closing Date. The prorations shall be calculated based on the actual amounts of the 202__ real and personal property taxes and assessments. If such amounts are not available, the prorations shall be calculated based on the real estate tax amounts for the prior year, subject to proration when the actual amounts become available. Rents and other charges paid or due under any Assumed Contract, under the respective Prime Lease and any other expense for the month of Closing will be prorated between Seller and Buyer. Buyer shall pay to Seller at the Closing an amount equal to the sum of all prepaid expenses, rentals and deposits (including, without limitation, security deposits) associated with any Assumed Contract and/or Prime Lease. Buyer shall also pay to Seller

at the Closing any advance rent then due and payable to Seller under the Subleases. In addition, Buyer shall pay Seller a prorated amount, as of the Closing Date, for all prepaid real and personal property taxes and assessments for the calendar year 202___. In the event that Seller and Buyer cannot mutually agree upon the pro-rated shares of Buyer and Seller under this Section 2.03, such pro-rated shares shall be determined by arbitration as provided in Section 2.06.

2.04 Taxes. Subject to Section 5.05, Buyer shall pay all applicable federal, state and local sales taxes applicable to the transactions contemplated by this Agreement. The Purchase Price does not include any applicable federal, state and local taxes, including, but not limited to, tariffs, duties, impact fees, occupational taxes or other charges which may be payable upon the sale or use of the Purchased Assets. Except as otherwise provided in Exhibit 2.04, all such tariffs, duties, fees, taxes and other charges and the payment thereof to the appropriate taxing authority are the sole responsibility of Buyer.

2.05 Allocation of Purchase Price. Seller and Buyer agree that for U.S. federal income tax purposes, the Purchase Price shall be allocated as set forth on Exhibit 2.05. Seller and Buyer agree that said allocation of the Purchase Price shall be used by Seller and Buyer in reporting the transactions covered by this Agreement for income tax purposes and that each shall file an Asset Acquisition Statement (Form 8594) with the Internal Revenue Service consistent with Exhibit 2.05.

2.06 Arbitration. If Buyer and Seller cannot agree on the value of the Inventory pursuant to Section 2.01 or if Buyer and Seller cannot agree on the pro-rated shares of Buyer and Seller under Section 2.03, then such difference shall be determined and settled by arbitration under the rules and procedures, then in effect, of the American Arbitration Association at its office in or nearest to Franklin, Tennessee, and the loser in such arbitration shall bear all costs thereof. The decision in arbitration shall be final as to the resolution of such differences and as to the proper mode of carrying the same into effect. Notwithstanding anything in this Section 2.06 to the contrary, any such arbitration proceedings shall in no event hinder, delay or postpone the Closing Date.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer (each of which shall be deemed material and independently relied upon by Buyer) as follows:

3.01 Organization and Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware with full power and authority to own its properties and assets and to conduct its business as now conducted or proposed to be conducted.

3.02 Corporate Authority. Seller has the full power and authority to enter into and perform this Agreement and to consummate the transactions contemplated by this Agreement in accordance with the terms of this Agreement.

3.03 Corporate Authorization; Binding Agreement. Seller has taken all necessary corporate actions to authorize and approve the execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement. This Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

3.04 Title to Assets; Assumed Contracts.

(a) Seller (or, if applicable, Seller's affiliate) shall warrant ownership of the Fixed Assets, Inventory, Permits and Licenses and Change Fund to the extent set forth in the Bill of Sale (as hereinafter defined).

(b) Seller (or, if applicable, Seller's affiliate) shall warrant ownership of the Fee Property to the extent set forth in the Special Warranty Deeds (as hereinafter defined).

(c) To the knowledge of Seller, (i) there has not occurred any material default under any of the Assumed Contracts on the part of Seller (or, if applicable, Seller's affiliate) or any of the other parties thereto, and (ii) no event has occurred which, with the giving of notice or the lapse of time or both, would constitute a default under any of the Assumed Contracts on the part of Seller (or, if applicable, Seller's affiliate) or any of the other parties thereto.

3.05 Brokers' Fees. Seller acknowledges that Seller shall be responsible for paying any broker's fees to _____. Seller has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

3.06 Knowledge. Certain of the representations and warranties of Seller are made "to the knowledge" of Seller or refer to what is "known" to Seller or of what Seller is "aware." The parties hereto agree that the meaning of such expressions shall with respect to Seller in all cases be understood as comprising the knowledge and belief of the corporate officers of Seller without any type of additional investigation thereof.

3.07 Representations and Warranties at Closing. Seller hereby covenants and agrees that the foregoing representations and warranties are true and correct as of the date given and shall be true and correct as of Closing unless Seller notifies Buyer in writing otherwise.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER AND GUARANTOR

Buyer and Guarantor, jointly and severally, represent and warrant to Seller (each of which shall be deemed material and independently relied upon by Seller) as follows:

4.01 Organization and Standing of Buyer. Buyer is a _____ duly organized, validly existing and in good standing under the laws of the State of _____ with full power and authority to own its properties and assets and to conduct its business as now conducted or proposed to be conducted.

4.02 Corporate Authority. Buyer has the full power and authority to enter into and perform this Agreement and to consummate the transactions contemplated by this Agreement in accordance with the terms of this Agreement.

4.03 Corporate Authorization; Binding Agreement. Buyer has taken all necessary corporate actions to authorize and approve the execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement. This Agreement constitutes a legal, valid and binding obligation of Buyer and Guarantor, enforceable against Buyer and Guarantor in accordance with its terms.

4.04 Representations of Seller. Buyer has received the information contained in the Hardee's Restaurants LLC Franchise Disclosure Document dated _____, _____ (the "FDD"). Buyer acknowledged receipt of the FDD in writing on _____, _____. Neither Seller nor any representative of Seller has made any representations or statements of projected or forecasted sales, profits or earnings of the Restaurants or any other Seller restaurants and Buyer acknowledges that future sales, profits and earnings at the Restaurants may be more or less than past sales, profits and earnings. In making its decision to enter into the Franchise Agreements pursuant to this transaction, Buyer has not relied on any information provided by Seller or any other third party other than what is contained in the FDD.

4.05 Brokers' Fees. Buyer has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

4.06 Representations and Warranties. Each of Buyer and Guarantor hereby covenants and agrees that the foregoing representations and warranties are true and correct as of the date given and shall be true and correct as of the Closing unless, as the case may be, Buyer and/or Guarantor notifies Seller in writing otherwise.

ARTICLE V

COVENANTS OF SELLER, BUYER, AND GUARANTOR

Seller, Buyer, and Guarantor each covenant with the others as follows:

5.01 The Closing. The Closing of the transactions contemplated by this Agreement (the "Closing") will take place at the offices of the Title Company, at the close of business of the Restaurants on _____, 202__ (the "Closing Date") or such other time and place as Seller and Buyer may agree in writing, and the Parties agree that the Closing will occur on a Monday unless otherwise agreed to by the Parties. Title to the Purchased Assets and possession of the Restaurants shall be transferred and delivered as of 11:59 p.m. on the Closing Date. The obligations of the Parties to close or effect the transactions contemplated by this Agreement will be subject to satisfaction, unless duly waived, of the applicable conditions set forth in this Agreement, and if any said condition is not satisfied or waived, the Closing Date shall be extended until satisfaction of such condition.

Notwithstanding the foregoing sentence, if the Closing has not occurred on or before _____, 202___, then Seller shall have the right, at any time after _____, 202___, but prior to Closing, to terminate this Agreement pursuant to Section 11.01 and, in the absence of a material default by Seller, to retain the Earnest Money Deposit.

5.02 Conduct of Business Prior to Closing. From the date of this Agreement through and including the Closing Date, Seller shall operate the Restaurants and maintain the Purchased Assets in the usual and ordinary course and substantially in the same manner as heretofore conducted such that at Closing there will exist an appropriate level and mix of Inventory to allow the Restaurants to be open and run normally, unless otherwise consented to or approved by Buyer in writing. In addition, Seller shall maintain the Fixed Assets through the Closing Date in substantially the same condition as they were at the time of Inspection (as hereinafter defined), normal wear and tear excepted.

5.03 Due Diligence Review.

(a) From the date of this Agreement through and including the earlier of _____, 202___ (the "Due Diligence Deadline") or the date of termination of this Agreement,

(i) Seller will afford to the officers, attorneys, accountants and other representatives of Buyer reasonable access during normal business hours to the following books and records of Seller relating to the Restaurants and the Purchased Assets: information and records with respect to any contracts, leases, permits, non-privileged litigation files, environmental reports, title reports, surveys, and financial statements, including balance sheets, cash flow statements and income statements as of the last fiscal year end and as of a recent month end for the current year, in each case to the extent related to the Restaurants and the Purchased Assets; and

(ii) Seller will afford to the officers, attorneys, accountants and other representatives of Buyer reasonable access to the Restaurants and related facilities, at all reasonable times during normal business hours, for the purpose of conducting inspections of the Restaurants and related facilities and all equipment located therein and assessing the day-to-day operations of the Restaurants; provided, however, that such access is discreet and controlled by Seller and does not unreasonably interfere with the business of Seller at the Restaurants.

(b) Seller has previously provided to Buyer copies of financial statements relating to the Restaurants pursuant to a Disclosure of Actual Operating Results for Certain Company – Operated Hardee's Restaurants dated _____ ("Operating Results Disclosure") and Buyer's Acknowledgement regarding the receipt of the Operating Results Disclosure dated _____ ("Acknowledgment"). Buyer hereby confirms its acknowledgements and agreements as set forth in the Acknowledgment.

(c) If the transaction contemplated by this Agreement fails to close for any reason, Buyer shall return to Seller all documentation, test results, surveys, Financial Statements and other information furnished to Buyer by or on behalf of Seller. Buyer agrees to reimburse, indemnify and hold Seller harmless from and against any and all damages, injuries, liabilities, claims, demands or liens, including, without limitation, any property damage, personal injury or claim of lien against the Restaurants, resulting from the activities permitted by this Section (including, without limitation,

reasonable attorneys' fees and expenses paid or incurred by Seller during litigation, if any), which indemnity shall survive the Closing or earlier termination of this Agreement.

(d) Seller shall procure, on behalf of Buyer, title insurance commitments from Title Company agreeing to issue to Buyer one or more owner policies of title insurance insuring its ownership interests created pursuant to the Special Warranty Deeds and one or more leasehold policies of title insurance insuring its leasehold interests created pursuant to the Subleases (the "Commitments"). The title insurance expenses and premiums, including without limitation the cost of title searches and commitment fees, shall be paid at Closing by Buyer. Buyer will, within fifteen (15) days after receipt of the title commitments, notify Seller in writing specifying the matters to which Buyer objects (the "Title Objections"), otherwise Buyer shall be deemed to have no Title Objections. If Seller cannot or elects not to correct the Title Objections on or prior to the Closing Date, Buyer will have the option of either accepting the title as it then is or terminating this Agreement on or before the Closing Date, in which event the Earnest Money Deposit (less the costs of any title insurance expenses and one-half of the costs of any escrow fees) shall be returned to Buyer without any further liability to either Party. All easements, rights of way, restrictions and other matters of record, including, but not limited to, property taxes not yet due and payable, the matters, if any, which would be disclosed by a current and accurate survey and the exceptions listed in the Commitments, exclusive, however, of Title Objections timely raised by Buyer pursuant to this Section 5.03(c), the correction of which has not been waived by Buyer at or prior to Closing, are referred to herein as the "Permitted Title Exceptions". Buyer agrees to obtain any and all desired policies of title insurance insuring its interests in the Properties from Title Company, provided the fee is market competitive.

(e) At its sole option and expense, Buyer may procure "AS BUILT" surveys of the Properties (the "Surveys"). If the Surveys show any encroachments on the Properties or that improvements located on the Properties encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement or applicable governmental regulation, the same shall constitute a title defect to which Buyer may object pursuant to the terms of Section 5.03(d).

(f) At its sole option and expense, Buyer may procure Phase I environmental assessment reports for the Properties within twenty (20) days of the execution of this Agreement. Buyer shall, within said twenty (20) day period, notify Seller in writing, specifying the matters on the report to which Buyer objects (the "Environmental Objections"). Otherwise Buyer shall be deemed to have no Environmental Objections. If Seller cannot or elects not to correct the Environmental Objections on or prior to the Closing Date, Buyer will have the option of either accepting the environmental condition of the Properties as it or they exist, or terminating this Agreement on or before the Closing Date, in which event the Earnest Money Deposit (less the costs of any title insurance expenses and one-half of the costs of any escrow fees) shall be returned to Buyer without any further liability to either Party.

(g) Buyer, prior to the Due Diligence Deadline, shall have the right to inspect the Fixed Assets (the "Inspection") to determine if the Fixed Assets are in satisfactory working condition. Seller and Buyer shall carry out the Inspection together. Buyer shall, prior to the Due Diligence Deadline, notify Seller in writing if any of the Fixed Assets are not in satisfactory working order ("Fixed Assets Objections"). Otherwise, Buyer shall be deemed to have no Fixed Assets Objections. If Seller cannot or elects not to carry out the Fixed Assets Objections, Buyer will have the option of

either accepting the condition of the Fixed Assets as they exist or terminating this Agreement on or before the Closing Date, in which event the Earnest Money Deposit (less the costs of any title insurance expenses and one-half of the costs of any escrow fees) shall be returned to Buyer without any further liability to either party.

(h) Buyer shall have the right to terminate this Agreement if, by _____, 202__ (the "Finance Commitment Deadline"), it has not been able to secure commitments for financing, at market rates, from one or more banks or other institutional lenders to consummate the transactions contemplated by this Agreement (the "Financing Commitments"), provided that Buyer shall use its best efforts to timely obtain such Financing Commitments. Buyer shall exercise such right by delivering written notice thereof to Seller on or before the Finance Commitment Deadline, in which event the Earnest Money Deposit (less the costs of any title insurance expenses and one-half of the costs of any escrow fees) shall be returned to Buyer without any further liability to either Party.

(i) Notwithstanding anything to the contrary contained herein, Buyer shall have the right to terminate this Agreement on or before the Due Diligence Deadline if Buyer is not satisfied for any reason with its due diligence investigation of the Restaurants and the Purchased Assets. Buyer shall exercise such right by delivering written notice thereof to Seller on or before the Due Diligence Deadline, in which event the Earnest Money Deposit (less the costs of any title insurance expenses and one-half of the costs of any escrow fees) shall be returned to Buyer without any further liability to either Party. Should Buyer fail to provide Seller with written notice of its election to terminate this Agreement on or before the Due Diligence Deadline, then Buyer shall be deemed to be satisfied with the above items and its due diligence, and, subject to the fulfillment and satisfaction any Title Objections, Environmental Objections, Fixed Assets Objections and of Seller's obligations herein, Buyer shall close and settle this transaction pursuant to the terms of this Agreement.

5.04 Employees.

(a) Seller shall have the right, but not the obligation, to retain and reassign, effective as of the Closing Date, all management employees employed at the Restaurants. Those management employees not retained by Seller and all hourly employees employed at the Restaurants shall be terminated by Seller effective as of the Closing Date. Buyer, with the permission and accompanied by a representative of Seller no earlier than two business (2) days prior to the Closing Date, may discuss offers of employment with those employees not to be retained by Seller after the Closing Date and shall have the right to hire or offer employment to such employees of Seller.

(b) Notwithstanding anything contained in Section 5.04(a) above, Buyer agrees that (i) Buyer shall continue the operations without interruption of all of the Restaurants after the Closing Date, and (ii) on the Closing Date it will offer employment to that number of the employees employed by Seller at the Restaurants immediately prior to the Closing Date, on terms comparable to their then current terms of employment, so that the aggregate number of Seller's former employees not offered employment and/or hired by Buyer at the Restaurants after Closing shall not trigger a duty on the part of Seller to give notice to such employees under the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §§2101 *et seq.* (hereinafter referred to as "WARN") and any state plant closing law. The Parties acknowledge and agree that it is their intent under this Section 5.04 to have Buyer continue the employment of Seller's employees at the Restaurants in sufficient numbers to the

end that if the Restaurants, or any part of them, constitute a single site of employment for purposes of WARN, the requirement of giving any notification pursuant to §2101(b)(1) of WARN is that of Buyer.

5.05 Transfer and Other Expenses. Buyer shall pay all fees, taxes, and expenses imposed on the transfer of the Fee Property, the Subleases and the Purchased Assets. All costs associated with title commitment, title insurance and related matters, surveys, environmental reviews, inspections and similar due diligence and other items shall be paid by Buyer. Notwithstanding the foregoing, Buyer and Seller shall each pay one half of the costs of any escrow fees.

5.06 Confidentiality. Except as provided in Section 5.04, neither Buyer nor Guarantor shall disclose to anyone, including without limitation, any employee of Seller, including but not limited to employees at the Restaurants or any employee of any vendor of Seller, without Seller's prior consent, the existence or nature of the transactions contemplated by this Agreement or any other information, in whatever form, regarding Seller's business, including without limitation, Seller's trade secrets, plans, information, ideas, concepts, designs, inventions, financial information and the like, whether or not relating to this transaction or more generally to Seller's past, present and future research, development, business, financial and commercial operations ("Proprietary Information"). All Proprietary Information heretofore and hereafter furnished by Seller to Buyer in connection with this Agreement or the transactions contemplated by this Agreement shall be kept confidential by Buyer and Guarantor, shall not be used by Guarantor, Buyer and Buyer's officers, attorneys, accountants and representatives except in connection with this Agreement and the transactions contemplated by this Agreement, and shall not be divulged or revealed to anyone without Seller's prior written consent. For purposes of this Section 5.06, Proprietary Information shall not include information that (i) already is known to Buyer and Guarantor when received, (ii) thereafter becomes lawfully obtainable from other sources, (iii) is required to be disclosed in any document filed by Seller or its affiliates with the Security and Exchange Commission or any other agency of any government, or (iv) is otherwise required to be disclosed pursuant to any federal or state law, rule or regulation or by any applicable judgment, order or decree of any court or by any governmental body or agency having jurisdiction after Buyer and Guarantor have given reasonable prior written notice to Seller of the pending disclosure of any such information. In the event that the transactions contemplated by this Agreement shall fail to be consummated for any reason whatsoever, Buyer and Guarantor shall promptly return to Seller, without making or retaining copies thereof, all Proprietary Information, including, without limitation, all documents, records, notebooks, computer disks or other repositories of any kind containing Proprietary Information, and shall confirm in writing that all such Proprietary Information has been returned. Buyer and Guarantor acknowledge and agree that Seller's remedy at law for any breach of Buyer's and Guarantor's obligations hereunder would be inadequate, and that Seller shall have the right to seek and obtain temporary and permanent injunctive relief in any court proceeding to enforce this covenant regarding confidentiality without the necessity of proof of actual damage and the necessity of posting a bond. However, nothing contained herein shall in any way affect Seller's rights and remedies afforded by law and/or in equity, and Seller shall retain the right to recover such damages as it may have sustained by reason of any breach hereof. The obligations under this Section 5.06 are in addition to the obligations of Buyer under the Confidentiality Agreement dated _____ from Buyer to Seller ("Confidentiality Agreement").

5.07 Miscellaneous Agreements. Subject to terms and conditions herein provided, each Party shall use its commercially reasonable best efforts to take or cause to be taken, all action and to do or cause to be done, all things necessary, appropriate or desirable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

5.08 Insurance. Between the date of this Agreement and the Closing Date, Seller shall continue in force its existing insurance policies with respect to the Restaurants and the Purchased Assets.

5.09 Beverage Equipment. The parties acknowledge that any beverage dispensing equipment located in the Restaurants (the “Beverage Equipment”) which is leased by Seller from the Coca-Cola Company is not included in the Purchased Assets. At the Closing, Seller shall assign to Buyer all of Seller’s rights under the lease with the Coca-Cola Company with respect to such Beverage Equipment and Buyer shall assume from Seller the Beverage Equipment and shall comply with all of Seller’s obligations under such lease, including without limitation, Seller’s obligation to make lease payments thereunder. In addition, Buyer shall comply with Seller’s obligations with the Coca-Cola Company and Dr. Pepper/Seven Up, Inc. with respect to (a) the obligation to offer for sale specified soft drink products at the Restaurants, and (b) the prohibition on the dispensing of competitive soft drink products at the Restaurants.

5.10 Business Plan. Buyer shall deliver to Seller, for Seller’s approval, within thirty (30) days after the execution of this Agreement, a detailed marketing and business plan with respect to the Restaurants (the “Business Plan”), which shall include a description of Buyer’s sources of financing, financing terms (including copies of all commitment letters), amount of equity investment, organization and management structure, and a three-year financial and operational forecast.

5.11 Bulk Sales Act. It will not be practicable to comply or to attempt to comply with the procedures of the Uniform Commercial Code or other bulk sales or similar laws of the State of _____. Accordingly, Seller hereby agrees to defend, indemnify and hold Buyer harmless from and against any and all costs, losses, liabilities, claims and expenses (including reasonable attorneys’ fees) arising out of or resulting from the failure of Buyer or Seller to comply with or perform any actions in connection with the provisions of any such law.

5.12 Franchise and Development Agreements. On or before Closing, Buyer shall enter into Seller’s current form Franchise Agreement, and the Addendums thereto, as set forth in the FDD, for all of the Restaurants. Each of the Franchise Agreements entered into by Buyer will also include an addendum, if applicable to such Restaurant, that requires Buyer to remodel the Restaurants in accordance with Seller’s system standards by the scheduled remodel dates set forth in Exhibit 5.12. Buyer shall also enter into, on or before Closing, the Development Agreement with Seller, in the form substantially set forth in the FDD, which shall require Buyer to develop _____ () new Hardee’s Restaurants (each a “New Restaurant” and collectively, the “New Restaurants”). A description of the development territory of the New Restaurants will be described in the Development Agreement.

5.13 Requirement of Buyer in the Event of Sale/Leaseback of any Fee Simple

Restaurant/or in the Extent of a Direct Lease Between Prime Landlord and Buyer. Pursuant to the terms of the relevant Franchise Agreement, in the event that Buyer wishes to sell any of the Restaurants, including, without limitation, any sale and leaseback of any fee simple Restaurant, Buyer must obtain the prior written consent of Seller to such transfer. Buyer hereby covenants and agrees that it shall be a condition to Seller's consenting to such sale/leaseback that Buyer shall cause the provisions contained in Exhibit 5.13 hereto to be incorporated into any such leaseback agreement. With respect to any Restaurants that are Leased Real Property, in the event Buyer enters into a direct lease with Seller's landlord for such Restaurant, Buyer hereby covenants and agrees that it shall cause the provisions contained in Exhibit 5.13 hereto to be incorporated into such lease agreement. These covenants shall survive the Closing of the transaction contemplated hereby.

ARTICLE VI

CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER, BUYER AND GUARANTOR

The respective obligations of each Party to effect the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver at or prior to the Closing Date of the following conditions:

6.01 Litigation. Neither Seller nor Buyer shall be subject to any order, decree or injunction of a court or agency of competent jurisdiction that enjoins or prohibits the consummation of the transactions contemplated by this Agreement.

6.02 Sublease Consents. All required consents to the Subleases from the landlords of the Leased Real Property shall have been obtained. Following the Due Diligence Deadline, Seller shall contact such prime landlords to obtain such required consents, if any.

ARTICLE VII

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer to effect the transactions contemplated by this Agreement shall be subject to fulfillment or waiver at or prior to the Closing Date of the following conditions:

7.01 Performance of Obligations. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date.

7.02 Title Objections, Environmental Objections and Fixed Assets Objections. All Title Objections, Environmental Objections and Fixed Assets Objections shall have been corrected to Buyer's reasonable satisfaction, unless waived by Buyer.

7.03 Documents. Buyer shall have received the documents specified in Article IX of this Agreement.

7.04 Financing. Availability of funding in accordance with Buyer's Financing Commitments, provided that Buyer has used its best efforts to timely satisfy any and all conditions set forth in the Financing Commitments.

ARTICLE VIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of Seller to effect the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver at or prior to the Closing Date of the following conditions:

8.01 Performance of Obligations. Buyer shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date.

8.02 Documents. Seller shall have received the documents specified in Article X of this Agreement.

8.03 Business Plan. Seller shall have received the Business Plan, in form and substance reasonably satisfactory to Seller.

8.04 Franchisee Approval. Buyer shall have been approved, in Seller's sole discretion, as a Hardee's franchisee or, if Buyer already is a Hardee's franchisee, Buyer shall have been approved, in Seller's sole discretion, for expansion. As a condition precedent to Seller's consideration as to whether to grant such approval, Buyer shall have delivered to Seller all documentation and information requested by Seller.

8.05 Buyer's Financing Commitment. On or before the Finance Commitment Deadline, Buyer shall have notified Seller in writing that it has secured its Financing Commitments, which notice shall include a copy of the Financing Commitments. If Buyer fails to so notify Seller by such date, Seller shall thereafter have the right to terminate this Agreement. Seller shall exercise such right by delivering written notice thereof to Buyer, in which event the Earnest Money Deposit (less the costs of any title insurance expenses and one-half of the costs of any escrow fees) shall be returned to Buyer without any further liability to either Party.

ARTICLE IX

DOCUMENTS TO BE DELIVERED BY SELLER

At Closing, Seller shall deliver to Buyer the following documents duly executed by Seller:

9.01 Subleases. The Subleases.

9.02 Special Warranty Deeds. The Fee Property shall be conveyed by Seller or, if applicable, Seller's affiliate to Buyer at Closing by Special Warranty Deeds substantially in the form attached hereto as Exhibit 9.02 conveying all right, title and interest in and to the Fee Property, subject

only to the Permitted Title Exceptions and deed and use restrictions incorporating terms of the Franchise Agreement with respect to use and transfer, notice of Seller's purchase option and right of first refusal and restrictions against competitive uses ("Special Warranty Deed").

9.03 Bill of Sale. A bill of sale conveying ownership of the Fixed Assets, Inventory, Permits and Licenses and Change Fund in the form attached hereto as Exhibit 9.03 (the "Bill of Sale").

9.04 Assumption Agreement. An assignment and assumption agreement assigning the Assumed Contracts to Buyer in the form attached hereto as Exhibit 9.04 (the "Assumption Agreement").

9.05 Other Instruments of Transfer. Such other instruments of assignment or transfer as shall be reasonably requested by Buyer to confirm and vest in Buyer ownership of all of the Purchased Assets and other documents and instruments as required by the terms and conditions of this Agreement.

9.06 Consents to Assignments. To the extent obtained, copies of all consents of third parties that are necessary to effect the transfer from Seller to Buyer of any of the Purchased Assets and to consummate the transactions contemplated by this Agreement.

9.07 Other Affidavits. Such other affidavits or certificates as are reasonably required by the title company to insure title to Buyer's leasehold interest in the Leased Real Property as required under this Agreement.

9.08 Franchise Agreements. The Franchise Agreements with Buyer as franchisee, which shall be in the form set forth in the FDD. Each of the Franchise Agreements shall include a personal guaranty issued by Guarantor guarantying all of Buyer's obligations under the Franchise Agreements.

9.09 Development Agreement. The Development Agreement with Buyer, which shall be substantially in the form set forth in the FDD and a personal guaranty issued by Guarantor guarantying all of Buyer's obligations under the Development Agreement.

9.10 Other Documents. Such other documents as shall be reasonably requested by Buyer and its counsel or required to be delivered pursuant to this Agreement.

ARTICLE X

DOCUMENTS TO BE DELIVERED BY BUYER

At Closing, Buyer shall deliver to Seller the following documents duly executed by Buyer:

10.01 Subleases. The Subleases and guaranties.

10.02 Assumption Agreement. The Assumption Agreement.

10.03 Franchise Agreements. The Franchise Agreements and guaranties.

10.04 Development Agreement. The Development Agreement and guaranties.

10.05 Guaranty. The Guaranty.

10.06 Other Documents. Such other documents as shall be reasonably requested by Seller and its counsel or required to be delivered pursuant to this Agreement.

ARTICLE XI

TERMINATION

11.01 Events of Termination. This Agreement may be terminated, without liability on the part of the terminating Party to the other Party, at any time before the Closing Date: (i) by mutual consent of Buyer, Guarantor and Seller; (ii) by Buyer if any of the conditions precedent found in Articles VI and VII of this Agreement shall have become incapable of fulfillment through no fault of Buyer and have not been waived by Buyer; (iii) by Seller if any of the conditions precedent found in Articles VI and VIII of this Agreement shall have become incapable of fulfillment through no fault of Seller and have not been waived in writing by Seller; (iv) by Buyer if there is a breach of or failure by Seller to perform in any material respect any of the representations, warranties, commitments, covenants or conditions under this Agreement, which breach or failure is not cured after written notice thereof is given to Seller and prior to the Closing Date; (v) by Seller if there is a breach of or failure by Buyer or Guarantor to perform in any material respect any of the representations, warranties, commitments, covenants or conditions under this Agreement, which breach or failure is not cured after written notice thereof is given to the Buyer and prior to the Closing Date (in which case Seller shall be entitled to retain the Earnest Money Deposit); or (vi) by Seller at any time on or after _____, 202___, if the Closing has not theretofore been consummated and completed. In the event of termination and abandonment by any Party as above provided in clauses (ii), (iii), (iv), (v) or (vi) of this Section, written notice shall forthwith be given to the other Party, which notice shall clearly specify the reason of such Party for terminating this Agreement.

11.02 Survival After Termination. If this Agreement is terminated and the transactions contemplated hereby are abandoned pursuant to Section 11.01, then this Agreement shall become null and void and of no effect, except for the provisions of Sections 5.03(c), 5.06, 11.01, 11.02, 12.02, 13.02, 13.06, 13.07, 13.12, 13.13, 13.14, 3.16 and 13.17 of this Agreement which shall survive the termination of this Agreement; provided, however, that such termination shall not affect the right of any Party (a) to bring an action against another Party for a breach occurring prior to the termination or for a wrongful termination, (b) to bring an action based on a misrepresentation or breach of warranty in Section 3.06 or 4.05, or (c) to be indemnified under Article 12 with respect to any Damages (as defined herein) attributable to any such breach or misrepresentation.

ARTICLE XII

INDEMNIFICATION

12.01 Survival After Closing. The representations and warranties of the Parties contained in this Agreement shall survive the Closing and continue in full force and effect for a period of one (1) year following the Closing Date. All covenants and agreements contained in this Agreement shall survive the Closing in accordance with their terms.

12.02 Indemnification.

(a) **By Seller.** In addition to the indemnification provided in Section 5.12 herein, by execution of this Agreement, Seller hereby agrees to indemnify Buyer and its successors and assigns and hold them harmless against and in respect of:

(i) any and all losses, liabilities, costs, expenses or damages (including without limitation judgments and settlement payments) incurred by any of them directly or indirectly incident to, arising in connection with or resulting from or relating to any material misrepresentation, breach or nonperformance of any representation, warranty or covenant by Seller made or contained in this Agreement or in any Exhibit or certificate executed and delivered to Buyer under or pursuant to this Agreement or the transactions contemplated herein;

(ii) any and all losses, liabilities, costs, expenses or damages (including without limitation judgments and settlement payments) incurred by them directly or indirectly incident to, arising in connection with, resulting from or relating to third-party claims for products liability, personal injury or employment matters, but only to the extent such claims arise out of incidents related to the operations of the Restaurants and occurring prior to the Closing Date;

(iii) any tax liability of Seller (including, without limitation, liabilities for taxes, interest, penalties, governmental charges, duties, fees, and fines imposed by the United States, foreign countries, states, counties, municipalities, and subdivisions, and by all other governmental entities or taxing authorities), except to the extent that such tax is allocated to Buyer hereunder;

(iv) the costs of any remediation or clean-up of Hazardous Materials (as defined herein) at any Property done in accordance with and to the extent required in an order by any governmental or regulatory authority having jurisdiction, but subject to Seller's right to contest such order in good faith, and only to the extent the release of such Hazardous Materials was caused by Seller prior to Closing or by an affiliate of Seller at any time after such affiliate became an affiliate of Seller and prior to Closing. As used herein the term "Hazardous Materials" shall include mean any substances or materials defined as "hazardous substances," "hazardous air pollutant," "hazardous materials," "hazardous wastes," "toxic chemicals," "petroleum or petroleum products," "toxics," "hazardous chemicals" or "extremely hazardous substances," as defined in any applicable federal, state or local law, regulation or ordinance relating to human health or the environment; and

(v) any and all costs, expenses and all other actual damages incurred by Buyer in claiming, contesting or remedying any breach, misrepresentation, non-performance or other matter described in subsections 12.02(a)(i) through (iv) above, or in enforcing its right of indemnification hereunder, including, by way of illustration and not limitation, all reasonable

legal, accounting and other professional fees and expenses, filing fees, collection costs and all fees, costs and expenses incurred in defending claims which, if successfully prosecuted, would have resulted in Damages (as defined herein).

(b) **By Buyer and Guarantor.** In addition to the indemnification provided in Section 5.03(c) herein, by execution of this Agreement, Buyer and Guarantor, jointly and severally, agree to indemnify Seller, its affiliates, their parent corporation, and each of said entity's successors and assigns and hold them harmless from and against and in respect of:

(i) any and all losses, liabilities, costs, expenses or damages (including without limitation judgments and settlement payments) incurred by them directly or indirectly incident to, arising in connection with or resulting from or relating to any material misrepresentation, breach or non-performance of any representation, warranty or covenant by Buyer or Guarantor made or contained in this Agreement or in any Exhibit or certificate executed and delivered to Seller under or pursuant to this Agreement or the transactions contemplated herein;

(ii) any and all losses, liabilities, costs, expenses or damages (including without limitation judgments and settlement payments) incurred by them directly or indirectly incident to, arising in connection with, resulting from or relating to third-party claims for products liability, personal injury or employment matters, but only to the extent such claims arise out of incidents related to the operations of the Restaurants and occurring after the Closing Date;

(iii) any and all losses, liabilities, costs, expenses or damages (including without limitation judgments and settlement payments) incurred by them directly or indirectly incident to, arising in connection with, resulting from or relating to any liabilities assumed by Buyer pursuant to this Agreement; and

(iv) any and all costs, expenses and all other actual damages incurred by them in claiming, contesting or remedying any breach, misrepresentation, non-performance or other matter described in subsection 12.02(b)(i), (ii), or (iii) above, or in enforcing its right of indemnification hereunder, including, by way of illustration and not limitation, all reasonable legal, accounting and other professional fees and expenses, filing fees, collection costs and all fees, costs and expenses incurred in defending claims which, if successfully prosecuted would have resulted in Damages (as defined herein).

(c) **Damages.** Any and all of the items set forth in Sections 12.02(a) and 12.02(b) for which a Party is entitled to be indemnified hereunder are called "Damages."

(d) **Initial Claim Notice.** When a Party becomes aware of a situation which may result in Damages for which it would be entitled to be indemnified hereunder, such Party (the "Indemnitee") shall submit a written notice (the "Initial Claim Notice") to the other Party or Parties (the "Indemnitor") to such effect within thirty (30) days after it first becomes aware of such matter and shall furnish the Indemnitor with such information as it has available demonstrating its right or possible right to receive indemnity. If the potential claim is predicated on, or later results in, the filing by a third party of any action at law or in equity (a "Third Party Claim"), the Indemnitee shall provide the Indemnitor with a supplemental Initial Claim Notice not later than ten (10) days

prior to the date on which a responsive pleading must be filed, and shall also furnish a copy of such claim (if made in writing) and of all documents received from the third party in support of such claim. Every Initial Claim Notice shall, if feasible, contain a reasonable estimate by the Indemnitee of the losses, costs, liabilities and expenses (including, but not limited to, costs and expenses of litigation and attorneys' fees) which the Indemnitee may incur. In addition, each Initial Claim Notice shall name, when known, the person or persons making the assertions which are the basis for such claim. Failure by the Indemnitee to deliver an Initial Claim Notice or an update thereof in a timely manner shall not relieve the Indemnitor of any of its obligations under this Agreement except to the extent that actual monetary prejudice to the Indemnitor can be demonstrated, including, without limitation, prejudice due to failure to provide notice to applicable insurers.

(e) **Rights of Indemnitor.** If, prior to the expiration of thirty (30) days from the mailing of an Initial Claim Notice (the "Claim Answer Period"), the Indemnitor shall request in writing that such claim not be paid, the same shall not be paid, and the Indemnitor shall settle, compromise or litigate in good faith such claim, and employ attorneys of its choice to do so; provided, however, that Indemnitee shall not be required to refrain from paying any claim which has matured by court judgment or decree, unless appeal is taken therefrom and proper appeal bond posted by the Indemnitor, nor shall it be required to refrain from paying any claim where such action would result in the foreclosure of a lien upon any of its assets or a default in a lease or other contract except a lease or other contract which is the subject of the dispute. If the Indemnitor elects to settle, compromise or litigate such claim, all reasonable expenses, including but not limited to all amounts paid in settlement or to satisfy judgments or awards and reasonable attorney's fees and costs, incurred by the Indemnitor in settling, compromising or litigating such claim shall be secured to the reasonable satisfaction of Indemnitee. Indemnitee shall cooperate fully to make available to the Indemnitor and its attorneys, representatives and agents, all pertinent information under its control. Indemnitee shall have the right to elect to settle or compromise all other contested claims with respect to which the Indemnitor has not, within the Claim Answer Period, acknowledged in writing (i) liability therefore, and (ii) its election to assume full responsibility for the settlement, compromise, litigation and payment of such claim.

(f) **Final Claims Statement.** At such time as Damages for which the Indemnitor is liable hereunder are incurred by Indemnitee by actual payment thereof or by entry of a final judgment, Indemnitee shall forward a Final Claims Statement to the Indemnitor setting forth the amount of such Damages in reasonable detail on an itemized basis. Indemnitee shall supplement the Final Claims Statement with such supporting proof of loss (e.g. vouchers, canceled checks, accounting summaries, judgments, settlement agreement, etc.) as the Indemnitor may reasonably request in writing within thirty (30) days after receipt of a Final Claims Statement. All amounts reflected on Final Claims Statements shall be paid promptly by Indemnitor to Indemnitee.

g) Limitations on Indemnification.

(i) **Time Limitation.** Notwithstanding the other provisions of this Article 12, Seller shall not be liable to indemnify Buyer following the Closing Date for Damages arising out of any misrepresentation, breach or inaccuracy of any representation or warranty unless

Buyer delivers an Initial Claim Notice to Seller of its claim for indemnification hereunder prior to the end of the applicable survival period set forth in Section 12.01.

(ii) **Minimum Dollar Limit on Indemnification.** Neither Seller nor Buyer shall be liable for a claim for Damages hereunder unless and until the aggregate Damages incurred by the other party exceeds the sum of Ten Thousand Dollars (\$10,000) (the “Threshold Amount”), in which event the Indemnitor shall indemnify the Indemnitee in accordance with this Article 12 for all Damages arising hereunder in excess of the Threshold Amount.

(h) **Exclusive Remedy** The remedies provided for in this Article 12 are exclusive and shall be in lieu of all other remedies for any breach of any representation, warranty, covenant, obligation or other provision of this Agreement; provided, however, that the foregoing clause of this sentence shall not be deemed a waiver by any Party of any right to specific performance or injunctive relief.

ARTICLE XIII

MISCELLANEOUS

13.01 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the corporate Parties and their respective successors and permitted assigns and of the individual Parties and their respective heirs, personal representatives and permitted assigns.

13.02 Publicity. Subject to the other provisions of this Agreement, press releases and other publicity materials relating to the transactions contemplated by this Agreement shall be released by the Parties only after review and with the consent of the other Parties; provided, however, Seller shall have the right to make a public announcement of the execution of this Agreement and a disclosure of the basic terms and conditions of this Agreement at any time prior to Closing if advised to do so by its legal counsel in connection with the reporting and disclosure obligations of Seller or any affiliate of Seller under the federal securities laws and/or the New York Stock Exchange or at any time after Closing in Seller’s discretion. Notwithstanding the foregoing, Seller may disclose to any of its lenders any of the provisions of this Agreement and the documents entered into or to be entered into in connection herewith.

13.03 List of Exhibits. As mentioned in this Agreement, there are attached hereto or delivered herewith, the following Exhibits, which are incorporated herein by this reference:

EXHIBITS

<u>Exhibit No.</u>	<u>Exhibit Caption</u>
A	Restaurants
B	Excluded Restaurants
1.01(e)	Assumed Contracts
1.04(a)	Form of Sublease for Leased Real Property

1.05	Form of Software License Agreement
1.06	Form of Guaranty
2.04	Seller's Taxes
2.05	Purchase Price Allocation
5.13	Schedule of Hardee's Remodelings
5.15	Provisions Required to be Inserted in Lease
9.02	Form of Special Warranty Deed
9.03	Form of Bill of Sale
9.04	Form of Assumption Agreement
9.09	Option to Purchase Provisions

13.04 Headings. The headings in this Agreement have been inserted solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement.

13.05 Counterparts. This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute one and the same instrument.

13.06 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Tennessee without regard to any applicable conflicts of law.

13.07 Expenses. Except as otherwise herein provided, each of the Parties shall pay its respective costs and expenses incurred or to be incurred by it in connection with the negotiations respecting this Agreement and the transactions contemplated by this Agreement, including without limitation, preparation of documents, legal and accounting fees, and obtaining any necessary approvals and the consummation of the other transactions contemplated by this Agreement.

13.08 Assignment. Seller may assign any or all of its rights hereunder. Except as provided herein, Buyer may not assign any of its rights and obligations hereunder without the written consent of Seller, which consent shall not be unreasonably withheld provided the following conditions are met: (i) Buyer and Guarantor remain obligated hereunder and guarantee the obligations of the new entity hereunder; and (ii) the new entity satisfies the requirements of becoming a Hardee's franchisee. Subject to the foregoing, this Agreement and the terms and provisions hereof shall inure to the benefit of and be binding upon the heirs, successors and permitted assigns of the parties hereto.

13.09 Entire Agreement. This Agreement, the Confidentiality Agreement, that certain Disclosure of Actual Operating Results for Certain Company-Operated Hardee's Restaurants dated on or before the date of this Agreement from Seller to Buyer (and/or its principal), and that certain Acknowledgement in connection therewith from Buyer (and/or its principal) to Seller, comprise the entire agreement among the Parties with respect to the transactions contemplated by this Agreement and supersede all other prior agreements, understandings and letters related to this Agreement.

13.10 Notices. Any notice or other communications required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given on the date sent if sent by overnight/next day delivery or if mailed by registered or certified mail (return receipt requested) to

the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice):

(a) if to Seller, to:

Hardee's Restaurants LLC
6700 Tower Circle, Suite 1000
Franklin, TN 37067
Attn: General Counsel

with a copy to:

(b) if to Buyer or Guarantor, to:

with a copy to:

13.11 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

13.12 Attorney Fees. In the event that a Party to this Agreement brings an action against the other Party to this Agreement, by reason of the breach of any condition, covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable attorneys' fees to be fixed by the court which shall render a judgment, plus costs of suit, as well as all such fees and costs incurred in any appeal or in any collection effort.

13.13 Waiver. Any Party may, by written notice to the other Party, (i) waive any inaccuracies in the representations or warranties of such other Party contained in this Agreement or in any document delivered pursuant to this Agreement, (ii) waive compliance with any of the conditions and covenants of such other Party contained in this Agreement or (iii) waive or modify

performance of any of the obligations of such other Party under this Agreement. Except as provided in the preceding sentence, no action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking such action of compliance with any of the representations, warranties, covenants, conditions or agreements contained in the Agreement. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

13.14 Construction. Each Party acknowledges and agrees that it has read and understands each and every provision of this Agreement, the Schedules and the Exhibits hereto and has considered all relevant business and tax aspects related thereto. The Parties hereto further acknowledge and agree that each Party has had the opportunity to consult with and obtain legal advice and counseling from an attorney in relation to each and every provision of this Agreement, the Schedules and the Exhibits hereto, and each Party acknowledges and agrees for itself it has either availed itself of that opportunity or has knowingly and willfully declined such representation. Therefore, the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against either Party.

13.15 Severability. The invalidity or unenforceability of any provision of this Agreement, whether in whole or in part, shall not in any way affect the validity and/or enforceability of any other provision of this Agreement. Any invalid or unenforceable provisions shall be deemed severable to the extent of any such invalidity or unenforceability.

13.16 Consent to Exclusive Jurisdiction and Venue. The Parties each hereby consents to personal jurisdiction and venue in the Circuit Court for the County of Williamson, Tennessee, or the United States District Court for the Middle District of Tennessee for any action brought by any Party arising out of the breach or threatened breach of this Agreement. The Parties each agree that any action arising out of or related to this covenant shall be brought only and exclusively in the Circuit Court for the County of Williamson, Tennessee, or the United States District Court for the Middle District of Tennessee.

13.17 Guaranty of Guarantor. Guarantor irrevocably and unconditionally guaranties the prompt, faithful and complete performance by Buyer of Buyer's liabilities and obligations under this Agreement without counterclaim or set-off.

13.18 Time of the Essence. Time is of the essence of this Agreement.

[\[Signatures on following page.\]](#)

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their respective duly authorized representatives, and Guarantor has executed this Agreement, as of the day and year first above written.

“SELLER”

HARDEE’S RESTAURANTS LLC

By: _____
Print Name: _____
Title: _____

“BUYER”

By: _____
Print Name: _____
Title: _____

“GUARANTOR”

Print Name: _____

EXHIBIT A

Restaurants

EXHIBIT B

Excluded Restaurants

EXHIBIT 1.01(e)

Assumed Contracts

EXHIBIT 1.05

Form of Software License Agreement

EXHIBIT 1.06

Form of Guaranty

EXHIBIT 2.04

Seller's Taxes

EXHIBIT 2.05

Purchase Price Allocation

EXHIBIT 5.12

Schedule of Hardee's Remodeling Required Dates

EXHIBIT 5.13

Required Lease Provisions

ADDENDUM TO LEASE AGREEMENT

THIS ADDENDUM TO LEASE AGREEMENT is made as of _____
by and among _____ (“Landlord”), _____ (“Tenant”) and Hardee’s
Restaurants LLC (“HR”).

RECITALS

Pursuant to the terms of an Asset Purchase Agreement, HR sold to Tenant, among other things, its real property interest located at _____ (“Premises”).

Tenant now proposes to enter into a Lease Agreement dated as of _____ (“Lease Agreement”) with Landlord for the Premises.

HR and Tenant have entered into a Hardee’s Restaurant Franchise Agreement (“Franchise Agreement”) pursuant to which Tenant is licensed to operate a Hardee’s Restaurant at the Premises.

Pursuant to the Asset Purchase Agreement and Franchise Agreement, HR requires that the Lease Agreement include certain terms as set forth in this Addendum and Landlord and Tenant have agreed to those terms and they have agreed that this Addendum will be deemed incorporated into the Lease Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements set forth hereinafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, intending to be legally bound, agree as follows:

Permitted Use. Tenant may use the Premises only to operate a Hardee’s Restaurant, a Hardee’s/Red Burrito Dual Concept Restaurant, or any other restaurant franchised by HR or its affiliates. Tenant may not sublease the Premises or assign the Lease Agreement without HR’s prior written consent.

Copies to HR. Tenant or Landlord shall provide HR a fully-executed copy of the Lease Agreement within 15 days after execution. In addition, Landlord and Tenant agree to provide HR (at the same time sent to the other party to the Lease Agreement) a copy of any amendment, assignment or notice pertaining to the Lease Agreement and/or the Premises.

Term. The Lease Agreement shall be for a term, including renewal terms, equal at least to the Initial Term of the Franchise Agreement.

Use of the System and Marks. Landlord consents to Tenant’s use at the Premises of the proprietary signs, distinctive exterior and interior designs and layouts, and the Proprietary Marks prescribed by HR. Upon the expiration or earlier termination of the Lease Agreement, Tenant shall have the right to make those alterations and modifications to the Premises as may be necessary to clearly distinguish to the public the Premises from a Hardee’s Restaurant and also make those specific additional changes as HR reasonably may request for that purpose. Specifically, Tenant shall have the right, at Tenant’s expense, to remove all proprietary signs, distinctive exterior and interior designs and layouts, the Hardee’s Proprietary Marks and

any other trade fixtures, so long as Tenant makes repairs to the building caused by such removal. If Tenant fails to promptly make these alterations and modifications, HR shall have the right to do so without being guilty of trespass or other tort so long as HR makes repairs to the building caused by such removal.

Entry by HR. During the term of the Lease Agreement, HR may enter the Premises to make any modifications or alterations necessary to protect the Hardee's Restaurant System and the Proprietary Marks and to cure, within the time periods provided by the Lease Agreement, any default under the Lease Agreement, all without being guilty of trespass or other tort, and to charge Tenant for these costs.

Obligations to Landlord. Tenant, and not HR, shall be solely responsible for all obligations, debts and payments under the Lease Agreement. HR shall have the right, but not the obligation, to cure any default of Tenant under the Lease Agreement and, if HR does so, Tenant shall reimburse HR within 10 days. Tenant's failure to do so shall constitute a default of the Franchise Agreement which HR may terminate at the expiration of that 10 day period.

Amendments. Landlord and Tenant shall not amend or otherwise modify the Lease Agreement in any manner that would affect any of the rights of HR set forth in this Amendment without HR's prior written consent, which consent shall not be unreasonably withheld.

Assignment to HR. Landlord agrees that Tenant may assign the lease to HR (without further Landlord consent) or its designee (with Landlord consent which consent shall not be unreasonably withheld) and without payment of any assignment fee or similar charge or increase in any rentals payable to Landlord. Landlord consents to Tenant collaterally assigning the Lease Agreement to HR or its designee, granting HR the option, but not the obligation, to assume the Lease Agreement from the date HR takes possession of the Premises, without payment of any assignment fee or similar charge or increase in any rentals payable to Landlord. Landlord and Tenant agree to execute all documents requested by HR to effectuate this Section 8.

Capitalized Terms. Any capitalized term that is not defined in this Amendment shall have the meaning given it in the Lease Agreement or the Franchise Agreement, as the context requires.

Limited Modification. Except as expressly modified by this Amendment, the Lease Agreement remains unmodified and in full force and effect.

**[THE REMAINDER OF THIS PAGE
IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Lease Agreement on the day and year first above written.

LANDLORD:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

TENANT:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

ATTEST:

HR:

HARDEE'S RESTAURANTS LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

EXHIBIT 9.02

Form of Special Warranty Deed

Special Warranty Deed shall be subject to the following restrictions:

The Deed is FURTHER SUBJECT TO the right of Hardee's Food System's, Inc. (and its successors and assigns) to enforce (a) the restrictions on use and requirements for the use of the Property ("Use Restrictions") set forth in that certain Hardee's Restaurant Franchise Agreement dated as of _____, 200 ____, by and between Hardee's Food Systems, Inc., as franchisor, and _____, as franchisee, as such agreement may be amended from time to time (the "Franchise Agreement"), and (b) the right of Hardee's Food Systems, Inc. or its assignee to purchase the Property pursuant to its right of first refusal or its option to purchase, each as set forth in the Franchise Agreement (the "Purchase Covenants"). Said Use Restrictions and Purchase Covenants shall run with the land and shall be binding upon all parties having any right, title or interest in and to the Property or any part thereof, and their heirs, personal representatives, successors and assigns, provided, however, that the Use Covenants and Purchase Covenants shall terminate and expire as set forth in the Franchise Agreement (which expiration date is no later than two (2) years after the date on which the Franchise Agreement expires or is earlier terminated), and further provided, that the Use Restrictions and Purchase Covenants may be terminated upon mutual written agreement of Hardee's Food Systems, Inc. (or, if applicable, its successors or assigns) and the then-current fee owner of the Property.

EXHIBIT 9.04

Form of Bill of Sale

EXHIBIT 9.05

Form of Assumption Agreement

EXHIBIT PO

SUBLEASE

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this “Sublease”) dated as of the Effective Date (as hereafter defined), is made and entered into by and between Sublandlord and Subtenant (both as hereafter defined).

This Sublease is entered into pursuant to that certain Asset Purchase Agreement between Sublandlord and Subtenant dated as of _____ (together with any amendments or modifications thereto, collectively, the “Purchase Agreement”) and all such other documents, agreements and instruments entered into or given pursuant to such Purchase Agreement, including, without limitation, that certain Hardee’s Restaurant Franchise Agreement (“Franchise Agreement”) granting Subtenant certain rights to operate a Hardee’s restaurant at the Premises (as hereafter defined) (the aforementioned documents may be referred to collectively as the “Transaction Documents”).

1. BASIC SUBLEASE INFORMATION.

All capitalized words not defined in this Sublease shall have the meanings ascribed to them in this Section entitled “Basic Sublease Information.” The Basic Sublease Information contained herein is an integral part of this Sublease; provided that if there are any inconsistencies between the Basic Sublease Information and the provisions set forth in the remainder of this Sublease, the provisions set forth in the remainder of this Sublease shall govern.

1.1 EFFECTIVE DATE. This Sublease is made and entered into by and between Sublandlord and Subtenant as of _____ (the “Effective Date”).

1.2 SUBLANDLORD. Hardee’s Restaurants, LLC, a Delaware limited liability company, having a principal place of business at c/o CKE Restaurants Holdings, Inc., Attn: Real Estate Management Department, 6700 Tower Circle, Suite 1000, Franklin, TN 37067 (“Sublandlord”).

1.3 SUBTENANT. _____, a _____, having a principal place of business at _____ (“Subtenant”).

1.4 PREMISES. The premises demised hereunder is commonly known as: _____, and more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “Premises”). The Premises is referred to by Sublandlord as Unit No. _____. Unless owned by Subtenant, the Premises shall include all buildings, structures and improvements located thereon and thereunder; provided however, that all terms and provisions hereof applicable to the Premises shall also apply to the buildings, structures and improvements thereon.

1.5 PRIME LEASE. Sublandlord is possessed of the Premises pursuant to a lease agreement between Sublandlord, as successor-in-interest to _____, a _____, as tenant, and _____, as successor-in-interest to _____, a _____, as landlord (the “Prime Landlord”), dated _____ (together with any amendments or modifications thereto, collectively, the “Prime Lease”).

1.6 TERM.

A. The term of this Sublease shall commence on the Effective Date and shall expire at 11:59 p.m. on the earlier to occur of (i) _____, or (ii) one (1) business day prior to the expiration of the Prime Lease, unless earlier terminated or extended in accordance with the provisions of this Sublease (the “Term”).

B. Subtenant shall have the option to extend the Term for _____ (_____) consecutive periods of five (5) years each (the “Option Term(s)”). Notice of any such extension must be made in writing to Sublandlord at least sixty (60) days, but not more than one hundred twenty (120) days, prior to the earlier of (i) the expiration date of the then-current Term, or (ii) the date by which Sublandlord must notify the Prime Landlord that the Sublandlord is exercising its option to extend the Prime Lease term, if applicable. The “Term” shall include any properly exercised Option Term.

1.7 RENT.

A. During the Term, including any exercised Option Term, Subtenant shall pay to Sublandlord at the Address for Payment of Rent (as hereafter defined) (or such other address as Sublandlord shall require), as and when due, all base rent, minimum rent, fixed rent, additional rent, and any and all other charges and amounts however called or termed required under the Prime Lease (collectively, “Base Rent”).

B. Base Rent and Additional Rent (as defined in Section 5 below) may be referred to collectively as the “Rent”.

C. Subtenant’s obligation to pay Rent shall commence on the Effective Date (the “Rent Start Date”).

1.8 SECURITY DEPOSIT. The greater of \$ _____ or the amount of security deposit required under the Prime Lease.

1.9 NOTICE ADDRESSES.

The addresses for all notices under this Sublease are:

SUBLANDLORD:
Hardee’s Restaurants LLC
Two Franklin Park
6700 Tower Circle, Suite 1000
Franklin, TN 37067
ATTN: General Counsel

SUBTENANT:

with a copy of notices to:

CKE Restaurants Holdings, Inc.
Two Franklin Park
6700 Tower Circle, Suite 1000
Franklin, TN 37067
ATTN: General Counsel

1.10 ADDRESS FOR PAYMENT OF RENT.

All payments of Rent to Sublandlord shall be made to:

SUBLANDLORD:
Hardee's Restaurants LLC

2. DEMISE OF PREMISES.

2.1 In consideration of the Rent, and of the other terms, covenants and conditions set forth in this Sublease and in the Transaction Documents, Sublandlord hereby subleases to Subtenant, and Subtenant hereby subleases from Sublandlord, the Premises upon the terms, covenants and conditions set forth in this Sublease.

2.2 Further, the Premises shall include the right, if any, but only to the extent of Sublandlord's rights and interests therein, in and to all strips, gores of lands, streets, alleys, passages, and all access and parking rights appurtenant to the Premises and which Sublandlord is entitled to use in connection with the Premises (referred to herein as "appurtenant rights") pursuant to the Prime Lease, all in accordance with the terms of this Sublease, but subject to the terms of any instrument granting such appurtenant rights, it being acknowledged by Subtenant that Sublandlord makes no representation or warranty with respect to Sublandlord's or Subtenant's rights or interests therein. In addition, Subtenant shall perform all of Sublandlord's duties and obligations with respect to such appurtenant rights, and shall indemnify and hold Sublandlord harmless from and against any and all liability, costs, and expenses arising from Subtenant's failure to perform such duties and obligations with respect to such appurtenant rights.

2.3. Subtenant represents, warrants and covenants to Sublandlord that Subtenant has made all necessary or desirable examinations, inspections and inquiries regarding the Premises and has consulted with such professional advisors as Subtenant deems necessary or desirable to satisfy Subtenant, at Subtenant's discretion and on Subtenant's own initiative, that the Premises are acceptable to Subtenant, that Sublandlord shall have no responsibility or obligation for expenses with respect to the care, maintenance or operation and conduct of business on the Premises regardless of the nature of the expense, that this Sublease is lawful in substance and in form, and that Subtenant is financially prepared to assume any and all risks and obligations of any kind that may be involved in becoming Subtenant. THE PREMISES ARE DEMISED AND LET, AND SUBTENANT HEREBY ACCEPTS THE PREMISES, IN ITS "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS, AND SUBJECT TO ALL MATTERS OF RECORD AND MATTERS WHICH WOULD BE REVEALED BY A CURRENT SURVEY, AND ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS SUBLEASE, SUBLANDLORD HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES OR COVENANTS OF ANY KIND OR CHARACTER WITH RESPECT TO ANY ASPECT OF THE PREMISES, INCLUDING, WITHOUT LIMITATION: (I) THE VALUE, NATURE, QUALITY OR PHYSICAL CONDITION OF THE PREMISES, INCLUDING, BY WAY OF EXAMPLE, THE BUILDING STRUCTURE, ITS FIXTURES, ROOF, ELECTRICAL, PLUMBING AND HVAC SYSTEMS; (II) THE INCOME TO BE DERIVED FROM THE PREMISES; (III) THE SUITABILITY, PROFITABILITY OR FITNESS OF THE PREMISES FOR ANY ACTIVITY, PURPOSE OR USE; (IV) THE COMPLIANCE OF THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, REGULATIONS, ORDERS OR REQUIREMENTS OF ANY APPLICABLE GOVERNMENTAL

AUTHORITY OR BODY; (V) THE EXISTENCE IN OR ON THE PREMISES OF ANY HAZARDOUS SUBSTANCE OR TOXIC WASTE; OR (VI) THE CONDITION OF TITLE TO THE PREMISES.

2.4 If the Prime Lease requires that the consent of Prime Landlord be obtained prior to the effectiveness of this Sublease, then, notwithstanding anything to the contrary contained in this Sublease, this Sublease and the obligations of Sublandlord under this Sublease shall be subject to receipt by Sublandlord of Prime Landlord's written consent and approval of this Sublease, in form and substance satisfactory to Sublandlord. Subtenant agrees to provide Sublandlord with any and all information required by Prime Landlord with respect to the business and financial condition of Subtenant in order for Prime Landlord to consent to this Sublease, and Subtenant hereby authorizes Sublandlord to disclose to Prime Landlord any such information which may have been delivered to Sublandlord. If Sublandlord is obligated to pay any fee to Landlord or to reimburse Prime Landlord for any expenses incurred in connection with Prime Landlord's review of any request for approval of a sublease, then Subtenant shall pay or reimburse Sublandlord for any amount which Sublandlord is obligated to pay to Prime Landlord.

3. TERM.

3.1 The Term of this Sublease shall commence and terminate as stated in the Basic Sublease Information. Subtenant shall have the right to extend the Term of this Sublease for the Option Term(s) upon giving Sublandlord timely written notice, all as provided in the Basic Sublease Information; provided, however, and subject to the terms of Section 3.2 below, that in no event shall the Term of this Sublease extend beyond the term, as the same may be extended, of either the Prime Lease or the Franchise Agreement. This Sublease shall not be extended if Subtenant is in default at the time of attempted exercise or commencement of an Option Term.

3.2 Notwithstanding the dates set forth herein for the initial Term and Option Terms, the initial Term and each Option Term shall terminate one day before the actual termination date for the corresponding term as set forth in the Prime Lease; and the commencement date for each of the Option Terms shall be one day before the actual commencement date for the corresponding option term as set forth in the Prime Lease. The initial Term and each Option Term of this Sublease are at least one day less than the corresponding term of the Prime Lease to ensure that this Sublease shall not be construed as an assignment of Sublandlord's rights and interests under the Prime Lease.

4. USE OF PREMISES.

4.1 Subtenant shall use the Premises solely and exclusively as a Hardee's restaurant, operated in accordance with the Transaction Documents. During the Term, Subtenant shall continuously and at all times operate a Hardee's restaurant upon the Premises with diligence and efficiency, and otherwise in the manner and for the hours per day and days per week necessary or appropriate to maintain the Hardee's image and in no event less than those required by the Franchise Agreement, subject only to the provisions of this Sublease and the Prime Lease governing casualty loss. In no event shall Subtenant close or fail to operate for more than three (3) consecutive days or more than thirty (30) days, in the aggregate, in any 365-day period, unless, subject to any contrary provisions of the Prime Lease, such closure or failure to operate is the result of a casualty; provided that Subtenant shall give prompt written notice of any such event to Sublandlord, shall diligently pursue all necessary repairs to completion, and shall reopen and recommence operations promptly upon completion of any necessary repairs or replacements.

4.2 To protect Sublandlord's rights under the Transaction Documents, the Premises shall be used solely for the operation of a Hardee's restaurant and for no other purpose whatsoever. Without limiting the foregoing, Subtenant shall, at all times, use the Premises in a lawful, safe, careful and proper manner, and Subtenant shall not commit or suffer any waste or allow the continuance of any nuisance. Subtenant shall

carefully preserve, protect, control and guard the Premises and all buildings, structures and other improvements located thereon from damage, shall maintain the Premises and all buildings, structures and other improvements located thereon in good repair and shall comply with (and cause the Premises and all buildings, structures and improvements thereon to comply with) all laws, ordinances and requirements with respect thereto imposed by governmental authorities and all requirements imposed by insurers of the Premises. Subtenant represents, warrants and covenants to Sublandlord that Subtenant shall not permit any hazardous substance or toxic waste to be handled, generated, stored, treated, disposed of or released on or in the Premises, except cleaning solutions and other substances customarily used in the operation of a Hardee's restaurant, provided that the same are used, stored and disposed of in accordance with all applicable laws.

5. RENT.

5.1 Subtenant covenants and agrees to pay Rent commencing on the Rent Start Date. Notwithstanding any provision of this Sublease to the contrary, all amounts of Rent shall, from time to time during the Term, be adjusted as necessary to ensure that such Rent is never less than the amount of comparable rent owed by Sublandlord under the Prime Lease. It is the express intent of the parties that this Sublease is a triple net sublease. The parties therefore agree that all Base Rent shall be net to Sublandlord so that this Sublease shall yield to Sublandlord the Base Rent during the Term on an absolutely net basis. Unless otherwise provided herein, all Rent shall be paid by Subtenant without notice or demand, in lawful money of the United States, and without set-off, counterclaim, abatement, suspension, deduction or defense. Rent shall be duly apportioned for any partial year or partial month during the Term. All Rent owed to Sublandlord shall be paid at the Address for Payment of Rent set forth in the Basic Sublease Information (or such other address as Sublandlord shall require).

Notwithstanding the forgoing, and unless instructed otherwise by Sublandlord, in connection with the payment of obligations due under this Sublease, Subtenant agrees to make such payments by Automatic ACH Debit/ACH Pull or other electronic funds transfer method, as directed by Sublandlord. Failure by Subtenant to have sufficient funds in the account beyond any cure period shall constitute a default by Subtenant under this Sublease. Subtenant shall be responsible for all costs and fees associated with such electronic funds transfer, including but not limited to initial costs and collection costs.

5.2 Subtenant shall pay Sublandlord Base Rent in twelve (12) equal monthly installments, in advance, on the first day of each month during the Term; provided that the first full monthly installment of Base Rent plus prorated Base Rent for the initial partial month, if any, shall be due and payable to Sublandlord on the Rent Start Date.

5.3 Without limiting any other provision set forth herein, Subtenant covenants and agrees to pay to Sublandlord, during the Term hereof, any and all percentage rent due under the Prime Lease and the same shall be included as "Additional Rent" as defined below to the extent the same is not included as part of Base Rent. Subtenant shall fully and completely comply with all percentage rent provisions of the Prime Lease, and shall make such payments and deliver all reports and statements in connection therewith to Sublandlord. In addition to providing Sublandlord with any and all reports required under the Prime Lease, Subtenant shall submit to Sublandlord, in a form reasonably acceptable to Sublandlord, an accurate annual report not later than sixty (60) days after the end of each calendar year, prepared in accordance with generally accepted accounting principles consistently applied, completely and accurately setting forth all gross sales generated at the Premises ("Gross Sales") for the prior calendar year and containing such details as Sublandlord shall reasonably require and as may be required under the Franchise Agreement.

Subtenant shall keep full, complete and proper books, records and accounts, in accordance with generally accepted accounting principles, consistently applied, showing all Gross Sales and shall make the books,

records and accounts (including without limitation all applicable federal, state and local tax returns) available for inspection, copy and audit by Sublandlord and its authorized agents and representatives during Subtenant's normal business hours, both during and for a period of two (2) years after the Term. If an inspection or audit discloses an understatement of Gross Sales, Subtenant shall pay Sublandlord, within ten (10) days after receipt of the inspection or audit report, any deficiency in the percentage rent paid. If an inspection or audit is made necessary by Subtenant's failure to timely furnish reports or supporting records as required under this Sublease, or if an understatement of Gross Sales is determined by any audit or inspection to be greater than two percent (2%), Subtenant also shall reimburse Sublandlord for the reasonable cost of the audit or inspection including, without limitation, the charges of attorneys and independent accountants, and the travel expenses, room and compensation of Sublandlord's employees and consultants, accountants or designees.

5.4 Commencing on the Rent Start Date, Subtenant covenants to pay to Sublandlord on the day monthly Base Rent payments are due hereunder, as Additional Rent, an amount estimated by Sublandlord equal to one-twelfth (1/12) of all taxes and assessments required to be paid by Sublandlord under the Prime Lease during the then-current tax year, including without limitation, any and all real property taxes, substitute property taxes, general and special assessments, business rental taxes, and other obligations which are or may become a lien on or levied against the Premises (collectively, the "Taxes"). Subtenant shall also pay all Taxes on buildings, structures and other improvements thereon. Subtenant shall pay any and all transfer taxes and other taxes arising in any way out of this Sublease or the Prime Lease hereafter, including any taxes on rents. Notwithstanding the foregoing, Subtenant shall pay to Sublandlord on the Rent Start Date the first full monthly installment of Taxes plus prorated Taxes for the initial partial month of the Term, if any. Sublandlord may estimate the amount of Taxes due on the basis of current data available to Sublandlord. If the amount of such payments by Subtenant at any time is not sufficient to pay such Taxes when due, Sublandlord may so notify Subtenant in writing and Subtenant shall forthwith pay to Sublandlord the amount necessary to make up the deficiency. In the event such payments exceed the amount of Taxes ultimately due, Sublandlord shall refund such excess to Subtenant. Subtenant shall pay all personal property taxes, and all excise taxes on personal property and the like directly to the taxing authority, promptly when due, and shall furnish Sublandlord with satisfactory evidence of each such timely payment. In the event the taxing authorities change the manner in which Taxes are levied, charged or assessed from the present existing tax system, Subtenant shall pay Taxes under such alternative or revised system of taxation. Subject to the provisions of the Prime Lease, Subtenant shall have the right to challenge, at its sole expense, the Taxes and Sublandlord agrees to provide whatever assistance Subtenant may reasonably require at no expense to Sublandlord. Sublandlord shall reimburse Subtenant for any refund of Taxes attributable to the Term received by Sublandlord as a result of any tax contest by Subtenant. Sublandlord shall not be required to pay Subtenant interest or earnings on Taxes held by Sublandlord. Notwithstanding the foregoing, except as may be otherwise provided in the Prime Lease, Taxes shall not include (i) any inheritance, estate, franchise or capital stock tax; or (ii) any income tax arising out of or related to ownership and operation of income-producing real estate.

5.5 In addition to Base Rent, Subtenant covenants to pay to Sublandlord as additional rent ("Additional Rent"), any and all (i) amounts due under this Sublease (other than Base Rent), (ii) costs, expenses, obligations, and liabilities of any kind and nature relating to the Premises and all buildings, structures and other improvements located thereon during the Term, and (iii) amounts, liabilities and obligations which Sublandlord is required to pay pursuant to the terms of the Prime Lease including, without limitation, taxes and assessments, any and all operating expenses and common area maintenance expenses, and all other amounts and charges required under the Prime Lease regardless of how such amounts are defined or termed, together with interest at the rate of eighteen percent (18%) per annum (or such lesser amount as may be the maximum amount permitted by law) (the "Interest Rate") on all overdue payments of Rent from the due date thereof until payment. Such Additional Rent shall be due and payable on demand, unless otherwise

provided under this Sublease or the Prime Lease. Any Additional Rent may, at Sublandlord's option, be charged to Subtenant monthly in an amount estimated by Sublandlord equal to one-twelfth (1/12) of such estimated Additional Rent, regardless of how billed to Sublandlord under the Prime Lease, and such amount shall be paid by Subtenant to Sublandlord on the day Base Rent is due. Subtenant shall pay to Sublandlord on the Rent Start Date the first full monthly installment of Additional Rent plus prorated Additional Rent for the initial partial month of the Term, if any. Sublandlord may estimate the amount of Additional Rent due on the basis of current data available to Sublandlord. If the amount of such payments by Subtenant at any time is not sufficient to pay such Additional Rent when due, Sublandlord may so notify Subtenant in writing and Subtenant shall forthwith pay to Sublandlord the amount necessary to make up the deficiency, providing, as determined by Sublandlord, Sublandlord shall receive payments of Additional Rent with the actual expenses incurred therefor, and the parties agree to cooperate to pay, refund or credit amounts overpaid or underpaid for such period.

5.6 No payment by Subtenant, or acceptance by Sublandlord, of a lesser amount than shall be due from Subtenant to Sublandlord shall be treated otherwise than as a payment on account. The acceptance by Sublandlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount shall constitute payment in full, shall be given no effect and Sublandlord may accept such payment without prejudice to any other rights or remedies which Sublandlord may have against Subtenant. Any payment, however designated, may be accepted by Sublandlord and applied against any part of Subtenant's then existing and then due Rent or Sublandlord may apply such payment against any sum then due or may retain such payment (without interest) as a credit against Subtenant's accruing future obligations.

5.7 Notwithstanding any provision herein to the contrary, in the event Subtenant shall be or become ten (10) days or more delinquent in the payment of any Rent on three (3) or more occasions during the Term, at Sublandlord's option, exercised by fifteen (15) days written notice to Subtenant, Sublandlord may terminate Subtenant's privilege of making monthly installments of Rent and demand and receive Rent due for each year during the remaining Term, in advance, in one annual payment. This annual payment of Rent shall commence on the date specified in Sublandlord's notice and thereafter the Rent will be payable annually on the anniversary of the date specified in Sublandlord's notice. To the extent that the exact amount of any such Rent is unknown at the time such advance payment is due, Subtenant shall pay Sublandlord's estimate of the same, and Subtenant shall pay or receive a credit for, as applicable, any underpayment or overpayment promptly following year end after such exact amount(s) become known.

6. UTILITIES.

Subtenant shall pay promptly when due, directly to the appropriate utility company, charges for all sewer, water, gas, electrical current, telephone, cable and other utilities (hereinafter collectively referred to as the "Utilities") rendered to or for the benefit of the Premises or any portion thereof including buildings, structures and other improvements thereon during the Term. Sublandlord shall not be liable in damages or otherwise for any failure of a utility company to furnish, or any interruption of, water, sewer, gas, electricity, telephone, cable or any other utility services.

7. MAINTENANCE.

Subtenant shall, at Subtenant's sole expense, maintain, repair and replace the Premises and all parts, systems and components thereof, including all buildings, structures, utility facilities, landscaping, asphalt, parking areas and all other improvements and fixtures thereon, as well as all of Subtenant's furniture, fixtures and equipment located thereon, and shall keep the same in a safe, clean condition, in as good order and repair as existed on the Effective Date, and in accordance with good standards and practices consistent with a first-class quick-serve restaurant, the Transaction Documents, and all governmental requirements and

applicable law. The foregoing shall not be construed to limit any repair or maintenance obligations of the Subtenant under the Prime Lease or the Transaction Documents, all of which Subtenant shall perform or cause to be performed.

8. SECURITY DEPOSIT.

Upon or before the Effective Date, Subtenant shall deliver to Sublandlord the Security Deposit set forth in the Basic Sublease Information to be held by Sublandlord as security for the performance by Subtenant of all Subtenant's obligations pursuant to this Sublease. The Security Deposit may be commingled with other Sublandlord funds, and no interest will be payable to Subtenant. If Subtenant is in default hereunder, Sublandlord may use the Security Deposit, or any portion thereof, to cure the default or to compensate Sublandlord for any damage sustained by Sublandlord resulting from Subtenant's default. Subtenant shall immediately on demand pay to Sublandlord a sum equal to the portion of the Security Deposit expended or applied by Sublandlord as provided in this Section so as to maintain the Security Deposit in the sum initially deposited with Sublandlord. Upon the expiration of this Sublease, any portion of the Security Deposit not applied by Sublandlord to the Subtenant's outstanding obligations shall be returned to Subtenant.

9. INSURANCE

9.1 During the Term, Subtenant shall provide and maintain, at Subtenant's sole expense, the following insurance:

(a) ISO causes of Loss -- Special Form Coverage (formerly known as "all risk") in amounts equal to the full replacement cost of the Premises and all buildings, structures, and improvements located thereon (including any additions in or changes in the Premises or such buildings, structures, or improvements) and Tenant's furniture, fixtures and equipment located thereon as such value may be from time to time during the Term. Such insurance policies shall contain a one hundred percent (100%) replacement cost endorsement and an endorsement which automatically increases coverage as a guard against inflation during the Term;

(b) commercial general liability insurance, on a primary and non-contributory basis, against claims for bodily injury, death or property damage occurring on, in or about the Premises and all buildings, structures, and improvements located thereon and the adjoining streets, sidewalks and passageways, with primary limits of not less than the greater of (i) the amounts required under the Franchise Agreement, or (ii) ONE million dollars (\$1,000,000.00) with respect to bodily injury, property damage or death per occurrence, not less than TWO million dollars (\$2,000,000.00) aggregate with a FIVE million dollar (\$5,000,000.00) per occurrence and aggregate umbrella limit;

(c) workers' compensation insurance or comparable insurance under applicable laws covering all persons employed in connection with any work done on or about the Premises or any building or structure thereon with respect to which claims for death or bodily injury could be asserted against the Prime Landlord, Sublandlord, Subtenant or the Premises;

(d) contractual liability insurance sufficient to cover Subtenant's obligations hereunder;

(e) business interruption insurance providing coverage in an amount sufficient to permit the payment of Rent and any other expenses payable hereunder for a period of not less than twelve (12) months; and

(f) such other amounts and policies of insurance upon or with respect to the Premises, the buildings, structures, or other improvements located thereon, or the operation thereof as are at the time

commonly obtained by prudent business operators in the case of property similar thereto, if reasonably requested by Sublandlord.

(g) in the event and to the extent that the Prime Lease shall require any insurance coverage not hereinbefore described and/or insurance coverage with limits higher than those hereinbefore described, Subtenant at its sole cost and expense shall keep and maintain in force during and with respect to the Term all such insurance (both as to types of coverage and limits) as may be required of the Sublandlord under the Prime Lease.

9.2 Other insurance requirements:

(a) All insurance policies provided for hereunder shall be issued by companies licensed to do business in the state where the Premises are located, which such companies shall have a Best's Rating of not less than "A-" (or equivalent rating if such rating system is no longer used). The deductible or self-insured retention under each such insurance policy shall not exceed \$15,000.00. Sublandlord, Prime Landlord, and their respective successors and assigns, shall be named as loss payees on the "all risk" insurance policy and as additional insureds on all insurance policies (as their respective interests may appear), in form acceptable to Sublandlord. Sublandlord shall not be required to prosecute any claim against or to contest any settlement proposed by, any insurer; provided, that Subtenant may, at its expense, prosecute any such claim or contest any such settlement, and in such event Subtenant may bring such prosecution or contest in the name of Subtenant, and Sublandlord will join therein at Subtenant's expense and written request upon the receipt by Sublandlord of an indemnity from Subtenant in form and substance satisfactory to Sublandlord against any and all costs, liabilities and expenses in connection with such prosecution or contest. Subtenant shall not settle any claim for property damage without the consent of Sublandlord, and if required under the Terms of the Premises, of Prime Landlord.

(b) All such insurance policies shall contain an agreement by the insurer that: (i) it will not cancel or modify such policy except after thirty (30) days' prior written notice sent by certified mail to Sublandlord (and shall provide for the right of Sublandlord at its option to pay any premium owing thereunder for the purpose of continuing coverage); (ii) any loss otherwise payable thereunder shall be payable notwithstanding any change in title or other ownership of the Premises; and (iii) such insurance shall not be impaired or invalidated by any act; failure to act or violation of declaration or condition in such policies by Subtenant. Subtenant shall submit to Sublandlord a certificate of insurance or binder for all the insurance coverage required hereunder at the time it executes this Sublease and shall submit to Sublandlord original insurance policies demonstrating Subtenant's full performance of its insurance obligations under this Sublease, together with proof of premium payment, immediately following the execution of this Sublease. Thereafter, Subtenant shall submit to Sublandlord copies of renewal policies with proof of premium payment at least thirty (30) days before the expiration of such policies. Sublandlord's receipt of information whether or not evidence of coverage, shall not affect the respective rights and duties of Sublandlord and Subtenant as they are stated herein.

9.3 If Subtenant fails to obtain or maintain any portion of the insurance during the Term, then Sublandlord may elect to purchase or maintain any or all of such insurance on Subtenant's behalf, and Subtenant shall pay as Additional Rent, upon demand, all costs incurred by Sublandlord in connection with such insurance.

10. WAIVER OF SUBROGATION

Notwithstanding any provision herein to the contrary, Subtenant expressly releases Sublandlord and Prime Landlord from, and waives any rights of recovery that it may have against such parties for, any and all liabilities and expenses for loss, damage or destruction of property resulting from perils (including negligent

acts or omissions of such parties and their respective agents, employees, associates or invitees) covered by (i) the insurance which Subtenant is obligated to provide and maintain under this Sublease (whether or not such insurance is actually maintained), or (ii) any other insurance actually maintained by or on behalf of Subtenant; and Subtenant agrees that the company providing such insurance shall have no right of subrogation against the Sublandlord or Prime Landlord.

11. INDEMNIFICATION.

11.1 Subtenant agrees to pay, and to protect, indemnify and hold harmless Sublandlord, Prime Landlord, and their respective parent companies and any company or entity affiliated with Sublandlord or Prime Landlord, and their respective officers, directors, agents and employees (each of the foregoing individually, an “Indemnitee” and collectively, the “Indemnitees”) from and against any and all liabilities, losses, damages, costs, expenses (including, without implied limitation, all reasonable attorneys’ fees and expenses of an Indemnitee), causes of action, suits, claims, demands or judgments of any nature whatsoever, arising from (a) any injury to, or the death of, any persons or any damage to property on the Premises or upon adjoining sidewalks, parking areas, common areas, streets, or ways, or in any manner growing out of or connected with the use, non-use, condition or occupation of the Premises, any building, structure or other improvement located thereon, or any part thereof, or resulting from the condition thereof or of adjoining sidewalks, parking areas, common areas, streets or ways; (b) violation by Subtenant of any term or provision of this Sublease; (c) violation by Subtenant of any term or provision of the Prime Lease; (d) violation by Subtenant of any contract or agreement to which Subtenant is a party; (e) violation by Subtenant of any restriction, statute, law, ordinance or regulation, affecting the Premises or any building, structure or other improvement located thereon, or any part thereof or the ownership, occupancy or use thereof, and (f) any matter for which Sublandlord indemnifies Prime Landlord under the Prime Lease. The obligations of Subtenant under this Section relating to events occurring during the Term shall survive the expiration or other termination of this Sublease. The foregoing shall not be construed as an agreement by Subtenant to indemnify Sublandlord against or from the negligence or willful acts of Sublandlord or Sublandlord’s agents, servants, employees, or contractors.

11.2 It is specifically agreed that Subtenant shall not be responsible for the discharge and performance of the duties and obligations required to be performed and/or discharged by Sublandlord in connection with the Prime Lease arising prior to the Effective Date.

12. CASUALTY.

If the Premises or any building, structure, or other improvement located thereon is damaged by fire, earthquake or other casualty, Subtenant shall give immediate written notice thereof to Sublandlord. In the event that any damage to or destruction of the Premises or any building, structure, or other improvement located thereon shall occur, the provisions of the Prime Lease concerning damage or destruction shall apply, provided that (i) any cost or expense incurred by Sublandlord thereunder shall be paid by Subtenant, and (ii) regardless of whether the Prime Lease imposes an obligation on the tenant thereunder to repair or restore the Premises or any building, structure, or other improvement located thereon, unless Prime Landlord prohibits such repair or restoration, Subtenant shall be responsible for promptly repairing and restoring all buildings, structures and improvement as well as all of Subtenant’s fixtures, furniture, equipment and other personal property, and Sublandlord shall have no liability therefor. Unless the Prime Lease requires otherwise, insurance claims by reason of damage to or destruction of any portion of the Premises or any building, structure, or other improvement located thereon, shall be adjusted by Sublandlord at the election of Sublandlord, but Sublandlord may permit Subtenant to adjust any such loss, with Sublandlord’s consent thereto. Without limiting the foregoing, any and all insurance proceeds from such casualty, including those to which Subtenant is entitled to under any policy, shall be paid to Sublandlord; provided that Sublandlord may release the same to Subtenant for use towards necessary repairs and replacements upon the satisfaction

of Sublandlord's requirements and conditions, which may include the deposit of additional funds to the extent necessary to ensure that Sublandlord has funds sufficient to cover the cost of the repairs and replacements. The entire amount of any proceeds released to Subtenant shall be utilized from time to time by Subtenant for payment of the work of rebuilding, replacing and repairing the damage or destruction. If any proceeds of such insurance remain after final payment has been made by Subtenant for such rebuilding, replacement and repair, such remaining proceeds shall be retained by Sublandlord, subject to the requirements of the Prime Lease. In no event shall Subtenant be entitled to a rent abatement in the event of a casualty.

13. CONDEMNATION.

In the event of any condemnation or sale in lieu thereof involving the Premises, the provisions of the Prime Lease shall govern as to the party entitled to receive the award payable in connection with such condemnation or sale in lieu thereof, and Prime Landlord and Sublandlord shall be entitled to awards payable as their respective interest may appear and as may be required under the terms of the Prime Lease. Subtenant shall be entitled to a rent abatement only to the extent that Sublandlord is entitled to an abatement under the Prime Lease. In the event that the Prime Lease is silent in this respect, Sublandlord and Subtenant may prosecute their respective claims for damages to the extent permitted under this Sublease and the Prime Lease.

14. ALTERATIONS AND/OR REMODELS.

14.1 To the extent allowed, and upon satisfaction of the conditions stated in the Prime Lease, Subtenant shall have the right to make alterations or additions to the Premises and the buildings, structures and other improvements located thereon, with the prior written consent of Sublandlord.

14.2 In the event Subtenant is permitted to make alterations or additions, such additions to and alterations of the buildings, structures or other improvements located on the Premises shall be at Subtenant's sole cost and expense and be made in a good and workmanlike manner and free from defects. Subtenant shall promptly pay all costs and expenses of each such alteration or addition and shall promptly have discharged, released or bonded-off in accordance with applicable law any lien filed against the Premises or the buildings, structures or other improvements located thereon arising out of the same within five (5) days of such filing, and shall pay for all permits and licenses required in connection with any addition or alteration. Such additions or alterations shall be expeditiously completed in compliance with all laws, ordinances, orders, rules, regulations and requirements applicable thereto.

14.3 Subtenant shall promptly pay all costs and expenses of each such addition or alteration and shall discharge all liens filed against the Premises or the buildings, structures or other improvements located thereon arising out of the same, and pay for all permits and licenses required in connection with any such addition or alteration.

14.4 Subtenant shall, at its sole cost and expense, and subject to the provisions of the Prime Lease, perform or cause to be performed all remodeling and upgrading of all buildings, structures or other improvements on and all other portions of the Premises, real and personal, interior and exterior, structural and non-structural, and including without limitation all systems and utilities within the Premises or any building or structure located thereon, as may be necessary or appropriate to keep the Premises and all buildings, structures or other improvements located thereon in compliance with any and all standards imposed by the Transaction Documents.

15. PRIME LEASE PROVISIONS.

15.1 Sublandlord and Subtenant hereby acknowledge and agree that this Sublease is subject and subordinate to the Prime Lease. Subtenant acknowledges having received and reviewed the Prime Lease. Sublandlord agrees to refrain from entering into any amendment to or modification of the Prime Lease that would materially limit the rights granted to Subtenant or materially increase the obligations to Subtenant under this Sublease without obtaining Subtenant's prior written consent not to be unreasonably withheld, and a copy of any amendment or modification of the Prime Lease shall be promptly furnished to Subtenant. Subtenant hereby covenants and agrees that it will observe and perform all of the terms and conditions of the Prime Lease that are imposed upon Sublandlord, as tenant under the Prime Lease, and such terms and conditions shall be deemed to have been incorporated herein as if set forth in full, and if practical, Subtenant shall in good faith endeavor to observe and perform such terms and conditions of the Prime Lease at least five (5) business days prior to the date imposed by the Prime Lease for performance of such terms and conditions. Sublandlord shall have the right, but not the obligation, to enter the Premises and any building, structure or improvement located thereon to cure any default by Subtenant under this Section. Provided that Subtenant timely pays all Rent to Sublandlord as and when due under this Sublease, Sublandlord shall timely pay all rent to Prime Landlord as and when due under the Prime Lease. In addition, the obligations of and restrictions upon the Sublandlord as tenant under the Prime Lease shall constitute the obligations of and restrictions upon the Subtenant under this Sublease, each as and to the extent applicable to the Premises and Subtenant's use, occupation and operation thereof. The rights and remedies of the Prime Landlord under the Prime Lease shall constitute the rights and remedies of the Sublandlord under this Sublease, in addition to the other rights of Sublandlord under this Sublease, each as and to the extent applicable to the Premises. In the event of a conflict between any term, condition or provision of the Prime Lease and this Sublease, or in the event that this Sublease creates additional or greater rights of and remedies to Sublandlord over those granted Prime Landlord in the Prime Lease, or imposes additional or greater restrictions on or obligations of Subtenant over those imposed on Sublandlord as tenant under the Prime Lease, then the terms, conditions and provisions of this Sublease shall govern in all respects the relationship between the Sublandlord and the Subtenant.

15.2 Except as otherwise provided in this Sublease, Sublandlord hereby grants to Subtenant the right to receive all of the services and benefits with respect to the Premises which are to be provided by the Prime Landlord to Sublandlord as the tenant under the Prime Lease; provided however, that Sublandlord reserves the right to exercise, in its sole discretion, any purchase option or right of first refusal or first offer to purchase or lease the Premises under the Prime Lease. Notwithstanding anything herein to the contrary, if the Prime Lease imposes any obligation on the Prime Landlord or if any obligation of Sublandlord under this Sublease is to be performed by Prime Landlord under the Prime Lease and Prime Landlord fails to perform or delays in performance of such obligation, or otherwise defaults in its obligations under such Prime Lease, then Sublandlord shall have no liability to Subtenant hereunder as a result of such failure except that Sublandlord agrees to use commercially reasonable efforts, upon notice from Subtenant and at Subtenant's expense, to cause Prime Landlord to perform such obligation. Nothing in this Sublease shall or shall be deemed to limit or restrict any right or remedy of the Prime Landlord with respect to the Premises or the Prime Lease.

15.3 Notwithstanding anything to the contrary in this Sublease, any termination of the Prime Lease will cause this Sublease to be terminated immediately before the Prime Lease is terminated and in no event shall the Term under this Sublease exceed the term under the Prime Lease.

15.4 If the Prime Lease grants to Prime Landlord any rights of approval or consent or any similar term, provision or right, and if Subtenant requests from Sublandlord such approval or consent, then such approval or consent of Sublandlord shall not be effective unless and until the Prime Landlord gives its approval or consent, and such approval or consent given by Sublandlord shall contain or be deemed to contain such

terms, conditions, limitations or restrictions imposed by Prime Landlord. Subtenant shall pay all costs and expenses and fees of Prime Landlord in connection with requesting such consent. Sublandlord shall use commercially reasonable efforts to obtain such approval or consent of Prime Landlord after Sublandlord has given its approval or consent, upon request of Subtenant and at Subtenant's expense.

15.5 In the event Sublandlord agrees to extend the term of this Sublease beyond the Term (including the Option Terms) or Sublandlord obtains from Prime Landlord for the benefit of Subtenant any amendment or modification of the Prime Lease, including, without limitation, an agreement for rent reduction, or if Sublandlord is required to engage attorneys, counsel, accountants or other consultants in connection with the Prime Lease or this Sublease, then Subtenant agrees to pay and reimburse Sublandlord for any and all of Sublandlord's out-of-pocket expenses incurred in connection therewith as well as any reasonable administrative fees imposed by Sublandlord for addressing any issues related to the Prime Lease and this Sublease. Such administrative fee shall be in addition to Sublandlord's right to be reimbursed by Subtenant for all actual out-of-pocket costs and fees incurred by Sublandlord in connection therewith. Without limiting the foregoing, Subtenant shall also pay all costs, expenses and fees of Prime Landlord in connection with requesting such consent.

16. ASSIGNMENT AND SUBLETTING.

Subtenant shall not transfer, mortgage, hypothecate or assign any of Subtenant's interest in this Sublease or sublet all or any part of the Premises or any building or structure or any portion thereof located thereon without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole discretion, and, if Sublandlord, as tenant under the Prime Lease, must obtain such consent from Prime Landlord, the prior written consent of Prime Landlord. If Sublandlord consents to an assignment or sublease by Subtenant, (i) the original Subtenant hereunder shall remain liable for the performance of all terms, covenants and conditions of this Sublease notwithstanding such assignment, sublease or transfer, and (ii) any rent or other consideration paid to Subtenant (or any sub-subtenant or successor subtenant) in excess of the Rent paid by Subtenant hereunder on a square footage basis shall be promptly paid to Sublandlord. Any change in the management or control of Subtenant or a transfer of more than 50% of the direct or indirect ownership interests in Subtenant shall be deemed a transfer hereunder and subject to Sublandlord's consent. Sublandlord's consent to any assignment, subletting or transfer shall not be deemed a consent to any subsequent assignment, subletting or transfer.

17. REMOVAL OF SUBTENANT'S PROPERTY.

17.1 Except as otherwise provided in the Prime Lease, and provided Subtenant is not in default hereunder, on or before the last day of this Sublease, Subtenant may remove from the Premises all furniture, trade fixtures, equipment and other personal property belonging to Subtenant (hereinafter referred to as "Subtenant's Property"). Any damage to the Premises or any building or structure or other improvement located thereon caused by such removal of Subtenant's Property shall be repaired in accordance with Section 21 of this Sublease. In no event shall Subtenant's Property which has become permanently affixed to the Premises be removed. Notwithstanding the foregoing, upon expiration or earlier termination of the Term of this Sublease (or upon the earlier termination of Subtenant's right of possession hereunder), Subtenant shall leave at the Premises any and all improvements or other property required to be so left in accordance with the terms of the Prime Lease or this Sublease.

17.2 At the termination of this Sublease, if Subtenant has not removed Subtenant's Property from the Premises, or if this Sublease is terminated by reason of default by Subtenant, Sublandlord may, at its option, either, (a) retain Subtenant's Property as its own without liability for and without compensating Subtenant therefor; or (b) remove Subtenant's Property from the Premises, the costs and expense for such shall be

paid in full by Subtenant immediately upon demand by Sublandlord, offset against the Security Deposit, or both to the extent necessary to fully pay said costs and expense.

18. ACCESS TO PREMISES.

In addition to any rights to access set forth in the Prime Lease, Sublandlord, Prime Landlord and their respective agents and employees shall have the right to enter the Premises and any building or structure located thereon in the event of an emergency and at other reasonable times, from time to time, upon reasonable notice under the circumstances to Subtenant (which notice may be oral): (i) to ascertain whether Subtenant is in compliance with the provisions of this Sublease; (ii) to exercise Sublandlord's rights and remedies under this Sublease, the Prime Lease or under law, or Prime Landlord's rights and remedies under the Prime Lease or under law; and (iii) to exhibit the Premises and any building or structure located thereon, to prospective assignees, subtenants or lenders.

19. DEFAULT.

Subtenant shall be in default under this Sublease if Subtenant: (a) fails to pay when due any Rent or other amounts required to be paid under the Sublease; (b) breaches any non-monetary obligation, representation, warranty, or covenant of this Sublease and fails to cure to the satisfaction of Sublandlord such breach within twenty (20) days after Sublandlord's written notice to Subtenant of such breach; (c) assigns, mortgages, sublets, or transfers any interest in the Premises or any part thereof (or any building located thereon) without Sublandlord's prior consent or otherwise breaches Section 16 of the Sublease; (d) breaches any obligation of Subtenant under Section 4 of this Sublease regarding use of the Premises; (e) causes or allows a default to exist under the Prime Lease for which there is no cure or grace period; (f) causes or allows a default to exist under the Prime Lease for which there is a cure or grace period but which is not cured to the satisfaction of Sublandlord and Prime Landlord within one-half of the time permitted for such cure under the Prime Lease; (g) violates any covenant, term or condition of any agreement the effect of which is to allow Sublandlord to terminate or accelerate the maturity of such agreement before its stated termination or maturity date; (h) shall fail to remedy immediately after receipt of notice from Sublandlord, any hazardous condition which Subtenant has created or suffered in breach of Subtenant's obligations under this Sublease; (i) defaults in the timely performance or payment of any obligation or indebtedness or breaches any of the covenants, representations, warranties, terms, conditions or provisions under any of the Transaction Documents including, without limitation, under any "Sublease" or "Franchise Agreement" (as such terms are defined in the Purchase Agreement), beyond any applicable notice and cure period stated in such documents; (j) fails to comply with any statute, ordinance, rule or regulation of any governmental body; or (k) files or has filed against it a petition in bankruptcy, insolvency, or for reorganization or arrangement pursuant to any Federal or state statute. Such default under (a) through (h) above shall be declared by Sublandlord's or Prime Landlord's giving Subtenant written notice thereof at the notice address specified in the Basic Sublease Information. A default under (i) through (k) above shall occur upon the happening of the event without the need for notice thereof.

20. REMEDIES.

If Subtenant shall default in the performance of its obligations under this Sublease, Sublandlord may exercise any one or more of the following remedies, to the extent permitted by law, or any other legal or equitable remedy permitted under applicable law:

20.1 Sublandlord may terminate this Sublease upon the delivery of notice thereof to Subtenant and Sublandlord shall have the right to immediate possession of the Premises and any building or structure or other improvement thereon and Subtenant shall peacefully surrender possession of the Premises and any building or structure or other improvement thereon to Sublandlord. Subtenant hereby waives any and all

rights it may have, at law or in equity, to the receipt of notice of default or demand for forfeiture, except as expressly provided herein. In the event Subtenant holds the Premises over beyond the termination of the Term, Sublandlord shall have the right to recover Sublandlord's cost in recovering possession of the Premises and any building or structure or other improvement located thereon (including, without limitation, attorneys' fees and litigation costs), such amounts as may be permitted under applicable law and any other amounts due and payable to Sublandlord hereunder (including, without limitation, past-due rent).

20.2 Sublandlord, without terminating this Sublease, shall have the right to terminate Subtenant's right to possess the Premises and any building or structure or other improvement located thereon and to recover possession thereof upon the delivery of notice thereof to Subtenant and Subtenant shall peacefully surrender the Premises and any building or structure or other improvement located thereon to Sublandlord. Subtenant hereby waives any and all rights it may have, at law or in equity, to the receipt of notice of default or demand for forfeiture, except as expressly provided herein. Sublandlord, at Sublandlord's option, may cause the Premises and any building or structure or other improvement thereon to be prepared for reletting, and may relet the Premises or any building or structure or other improvement thereon or any part thereof as agent of Subtenant, for a term to expire prior to, at the same time as, or subsequent to the expiration of the Term, at Sublandlord's option. In the event of such reletting, Sublandlord shall receive the rents therefor, applying the same first, to the repayment of reasonable expenses as Sublandlord may have incurred in connection with said resumption of possession, preparing for reletting and reletting (including, without limitation, remodeling costs, brokerage and attorneys' fees), and, second, to the payment of damages and amounts equal to the Base Rent, any and all percentage rent (which shall be based upon the average gross sales of Subtenant for the twelve (12) full months immediately prior to the Sublandlord's exercise of remedies hereunder) and Additional Rent due hereunder and to the cost of performing the other obligations of Subtenant as herein provided. Subtenant, regardless of whether Sublandlord has relet the Premises or any building thereon, shall pay to Sublandlord damages equal to the Rent herein agreed to be paid by Subtenant less the proceeds of the reletting, if any, and such Rent shall be due and payable by Subtenant on the days on which such Rent is due hereunder.

20.3 To the extent permitted by law, Sublandlord may at its option declare immediately due and payable the entire amount of all Rent due hereunder which Subtenant would be obligated to pay for the remainder of the Term, discounted to present value at the rate of 3% and any such payment (less the net proceeds of reletting as set forth above) shall be credited against Subtenant's obligation to pay Rent due hereunder but otherwise shall not relieve Subtenant from any of its other obligations under this Sublease or the Prime Lease, including the obligation to pay Rent, including percentage rent and Additional Rent.

20.4 Sublandlord may perform for Subtenant any of the obligations Subtenant has agreed to perform hereunder if Subtenant has defaulted in the performance of such obligations. Upon demand, Subtenant shall reimburse Sublandlord for Sublandlord's cost of performing for Subtenant together with interest thereon at the Interest Rate. Any amounts so expended by Sublandlord shall be immediately due and payable and the failure of Subtenant to pay such amounts shall entitle Sublandlord to all of the rights and remedies available to it as if Subtenant had defaulted in the payment of Rent.

20.5 Subtenant shall pay to Sublandlord a late charge equal to four percent (4%) of the amount of any installment of Rent if such installment becomes more than five (5) days past due.

20.6 Subtenant shall pay to Sublandlord, upon demand, interest at the Interest Rate on any past-due payments of Rent due hereunder.

20.7 Sublandlord may exercise any rights allowed Prime Landlord under the Prime Lease.

21. SURRENDER.

Upon the expiration or earlier termination of this Sublease, or upon termination of Subtenant's right of possession hereunder, at any time and for any reason, Subtenant promptly and peaceably shall surrender to Sublandlord the Premises and all buildings, structures and improvements thereon, together with all improvements, fixtures and equipment belonging to Sublandlord, and/or the Prime Landlord, their agents, servants or employees, "broom clean," in good condition and repair, normal wear and tear excepted, and as may be otherwise required by the Prime Lease. In the event Subtenant remains in possession following such events, Subtenant shall occupy the Premises as a tenant from month to month, subject to all the covenants of this Sublease insofar as they are consistent with such a tenancy, except that Subtenant shall be liable for any and all actual damages incurred by Sublandlord as a result of such holdover, and, in addition Rent and percentage rent (if applicable) during such holdover period shall be at the greater of (i) a rate of twice of the amount which would be payable for the last twelve (12) month period preceding the termination or expiration of this Sublease, or (ii) the amount required under the Prime Lease. Notwithstanding anything in this Sublease to the contrary, upon the expiration or earlier termination of this Sublease, or upon termination of Subtenant's right of possession hereunder, Sublandlord shall automatically become the owner of all of the improvements located at the Premises, including all buildings and structures, without requirement for any additional conveyance documentation or consideration; provided, however, that if either party requests delivery of a reasonable bill of sale therefor to confirm such conveyance, the other party shall cooperate in the prompt execution and delivery thereof; further provided, however, that if the Prime Landlord requires the removal of any or all of the improvements located at the Premises, including any building or structure, Subtenant shall be responsible therefor.

22. SUBLANDLORD'S WAIVER.

The failure of either party at any time or from time to time to require strict compliance by the other with the provisions of this Sublease shall neither waive nor prejudice such party's continued right to insist upon the due and timely performance of this Sublease and to avail itself of any and all remedies provided by law or by this Sublease.

23. GOVERNING LAW.

The law applicable to the performance of this Sublease shall be the law of the state where the Premises are located.

24. RECORDING OF SUBLEASE.

This Sublease shall not be recorded; provided, however, that, if not prohibited by the Prime Lease, and subject to the provisions of the Prime Lease, a memorandum hereof in a form reasonably acceptable to the parties shall at the option of either party be recorded at the expense of the Subtenant. Such filing of a separate memorandum in each such county (or subdivision) is made only to record the grant of the subleasehold interest provided by herein and shall not be construed to evidence or effect a separate and distinct transfer of interest as to the Premises apart from the demise of the Premises contained herein.

25. SUBTENANT AS INDEPENDENT CONTRACTOR.

Subtenant is and shall remain an independent contractor and shall have no authority to act as an agent of Sublandlord or power to bind Sublandlord in any manner. This Sublease shall not create any relationship of employer-employee, trustee-beneficiary, principal-agent, partnership or joint venture.

26. NO OTHER ASSURANCES.

Subtenant has entered into this Sublease in reliance upon its provisions and upon the provisions of the Prime Lease, including any amendments, supplements and extensions, and not in reliance upon any alleged assurances, representations and warranties made by Sublandlord, its officers, directors, agents, servants or employees.

27. BROKERS.

Each party represents and warrants to the other that it has not directly or indirectly dealt with any broker or agent relative to this Sublease or had its attention called to the Premises by any broker or agent and agrees to indemnify, defend and hold the other party harmless from and against any and all claims for commission arising out of the indemnifying party's execution and delivery of this Sublease.

28. NOTICES.

Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or overnight commercial courier or mailed by United States certified mail, return receipt requested, postage prepaid, and addressed to each party at its address as set forth in Section 1.9 of the Basic Sublease Information. Any such notices, requests or other communications shall be considered given or delivered, as the case may be (a) on the date of hand delivery, (b) on the second (2nd) day following the date of deposit in the United States mail, or (c) on the next business day after the date of deposit with an overnight commercial courier as provided above. Rejection or other refusal to accept or inability to deliver because of change of address of which no notice was given shall be deemed to be receipt of the notice, request, or other communication. By giving at least five (5) days prior written notice thereof to the other parties, a party hereto may from time to time and at any time change its mailing address.

29. INTERPRETATION.

When the context so requires, words of any gender used in this Sublease shall be held to include any other gender and words in the singular shall be held to include the plural. "Subtenant" shall include the heirs, executors, administrators and personal representatives of any individual Subtenant as well as Subtenant's assigns (subject to Sublandlord's prior written consent) and the successor of any incorporated Subtenant unless the context precludes such construction. The captions or headings of particular paragraphs or parts of this Sublease are inserted for convenience only and shall not affect the meaning of this Sublease as a whole, or any paragraph or any part of it. If any term or provision of this Sublease or the application hereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such term or provision to persons whose circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

30. AMENDMENT.

No alleged modifications, termination or waiver of this Sublease shall be binding unless it is set out in writing and signed by the party against whom or which it is sought to be enforced. Any document or writing to be binding on Sublandlord, whether this Sublease or any amendment, supplement or extension, must be signed by both Subtenant and Sublandlord, the latter acting through an authorized officer.

31. SOLE UNDERSTANDING OF PARTIES.

This Sublease, the Transaction Documents and related documents, instruments and agreements, contain the entire understanding between the parties with respect to their respective subject matter, the Premises, and all aspects of the relationship between Subtenant and Sublandlord.

32. COUNTERPART AND ELECTRONIC SIGNATURES.

This Sublease may be signed in any number of counterparts and by facsimile or email, in which case, any and all copies shall be deemed original and all counterparts shall be taken together to form a single document.

33. ESTOPPEL CERTIFICATES.

Subtenant agrees from time to time, within seven (7) days after written request by Sublandlord, to execute, acknowledge and deliver to Sublandlord an estoppel certificate in favor of Sublandlord, Prime Landlord, or a mortgagee, lender or potential transferee thereof, on a form reasonably satisfactory to the party requesting the same, certifying the following as true and correct (or if not so, then the facts and circumstances that are true and correct): (i) that this Sublease is unmodified and in full force and effect (or, if there have been any modifications, that this Sublease is in full force and effect as modified and stating the modifications); (ii) that Subtenant has no defenses, offsets or counterclaims against Sublandlord entitling Subtenant to not pay Rent (or, if there are any defenses, offsets or counterclaims, setting them forth in reasonable detail); (iii) that there are no uncured defaults of Sublandlord or Subtenant under this Sublease (or, if there are any defaults, setting them forth in reasonable detail); (iv) the dates to which the Rent has been paid; and (v) such other reasonable matters as may be requested in such estoppel certificate.

34. SUBORDINATION; TRANSFER OF SUBLANDLORD'S INTEREST.

Sublandlord shall have the absolute right from time to time to encumber the Premises and/or Sublandlord's interest under this Sublease, or to otherwise transfer its rights under the Prime Lease or Sublease, and in the event of such transfer, Sublandlord shall have no further obligation to Subtenant. The rights of Subtenant under this Sublease shall be subject and subordinate at all times to the lien of any mortgage, deed of trust or other encumbrance or lien now or hereafter in force encumbering the Premises, the Prime Lease or Sublandlord's interest under this Sublease. If any such mortgage or deed of trust or encumbrance shall be foreclosed, at the election of the holder thereof, Subtenant will attorn to the transferee at any foreclosure sale thereunder, or transfer in lieu of foreclosure, and will execute such instruments as may be necessary or appropriate to evidence such attornment. In connection with any mortgage or deed of trust or encumbrance hereafter executed by Sublandlord, Subtenant agrees to comply with any assignment of rents executed by Sublandlord providing for direct payment of the Rent hereunder to the holder of such assignment. The subordination provision of this Sublease to any mortgage or deed of trust is self-executing, and no further instrument is required to evidence such subordination except as provided in this Section; provided, however, that Subtenant will execute and deliver to Sublandlord, within ten (10) days after demand by Sublandlord, such documents to confirm or evidence any such subordination, including such additional provisions as may be required by such lender.

35. SURVIVAL.

Except as otherwise set forth in this Sublease, any obligations of Subtenant or Sublandlord (including, without limitation, rental or other monetary obligations, repair obligations and obligations to indemnify) shall survive the expiration or earlier termination of this Sublease and Subtenant shall immediately

reimburse Sublandlord for any expense incurred by Sublandlord in curing Subtenant's failure to satisfy any such obligation (notwithstanding the fact that such cure might be affected by Sublandlord following the expiration or earlier termination of this Sublease).

36. GUARANTEE.

Sublandlord shall have no obligations under this Sublease unless and until each of _____ and his or her spouse, as applicable, has executed and delivered to Sublandlord a Guarantee in substantially the form as Exhibit B attached hereto and made a part hereof by this reference, it being agreed and understood that such Guarantee is a condition precedent to Sublandlord's willingness to proceed with the transaction hereunder.

37. OFAC CERTIFICATION.

Each party certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. The parties hereby agree to defend, indemnify, and hold harmless each other from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Sublease as of the Effective Date.

SUBLANDLORD:
HARDEE'S RESTAURANTS LLC
a Delaware limited liability company

By: _____

Name: _____

Title: _____

SUBTENANT:

By: _____

Name: _____

Title: _____

EXHIBIT A

Description of Premises

Subject to real estate taxes and assessments and personal property taxes for the current year, as well as being specifically subject to all covenants, conditions, restrictions, reservations, easements and encumbrances and other matters of public record, zoning regulations, mineral rights reserved or conveyed to others, public and private rights-of-way, special exceptions which would appear on a title commitment which are not of public record, as well as matters which would be revealed by a current, accurate survey of the Premises, including, without limitation, any boundary overlaps or acreage shortages

EXHIBIT B

GUARANTEE

In consideration of, and as an inducement for the granting, execution and delivery of the Sublease Agreement, dated _____ (the “Sublease”), by and between Hardee’s Restaurants LLC, a Delaware limited liability company (“Sublandlord”) and _____, a _____ (“Subtenant”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned (“Guarantor”, which term shall be deemed to include the undersigned guarantor(s) and its/their heirs, successors and assigns) does hereby (jointly and severally, if executed by two or more guarantors) guarantee, absolutely and unconditionally, to Sublandlord and its successors and assigns the full and prompt payment of Rent and all other charges and sums (including, without limitation, Sublandlord’s legal expenses and attorney’s fees and disbursements) payable by Subtenant under the Sublease, and hereby further guarantees the full and timely performance and observance of all the covenants, terms, conditions, and agreements therein provided to be performed and observed by Subtenant; and Guarantor hereby covenants and agrees to and with Sublandlord that if default shall at any time be made by Subtenant in the payment of any Rent or other charges and sums, or if Subtenant should default in the performance and observance of any other terms, covenants and conditions contained in the Sublease, Guarantor shall and will forthwith pay Rent and all other charges and sums, to Sublandlord and any arrears thereof, and shall and will forthwith faithfully perform and fulfill all of such terms, covenants and conditions and will forthwith pay to Sublandlord all damages that may arise in consequence of any default by Subtenant under the Sublease, including, without limitation, all reasonable attorney’s fees and disbursements incurred by Sublandlord or caused by any such default or the enforcement of this Guarantee.

This Guarantee is an absolute and unconditional Guarantee of payment (and not of collection) and of performance. The liability of Guarantor is joint, several and co-extensive with that of Subtenant and this Guarantee shall be enforceable against Guarantor without the necessity of any suit or proceeding on Sublandlord’s part of any kind or nature whatsoever against Subtenant and without the necessity of any notice of nonpayment, non-performance or non-observance or of any notice of acceptance of this Guarantee or of any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives. Guarantor hereby expressly agrees that the validity of this Guarantee and the obligations of Guarantor hereunder shall in no way be terminated, affected diminished or impaired by reason of (a) the assertion or the failure to assert any of the rights or remedies reserved by Sublandlord against Subtenant pursuant to the terms, covenants and conditions of the Sublease, or (b) any non-liability of Subtenant under the Sublease, whether by insolvency, discharge in bankruptcy or any other similar defect or defense which may now or hereafter exist in favor of Subtenant.

This Guarantee shall be a continuing Guarantee, and the liability of Guarantor hereunder shall in no way be affected, modified or diminished by reason of (a) any assignment, renewal, modification, amendment or extension of the Sublease, or (b) any modification or waiver of or change in any of the terms, covenants and conditions of the Sublease by Sublandlord and Subtenant, or (c) any extension of time that may be granted by Sublandlord to Subtenant, or (d) any consent, release, indulgence or other action, inaction or omission under or in respect of the Sublease, or (e) any dealings or transactions of matter or thing occurring between Sublandlord and Subtenant, or (f) any bankruptcy, insolvency, reorganization, liquidation, arrangement, assignment for the benefit of creditors, receivership, trusteeship or similar proceeding affecting Subtenant, whether or not notice thereof is given to Guarantor. Guarantor expressly waives the right to require Sublandlord to take action against Subtenant.

Should Sublandlord be obligated by any bankruptcy or other law to repay to Subtenant or to Guarantor or to any trustee, receiver or other representative of either of them, any amounts previously paid, this Guarantee shall be reinstated in the amount of such repayments. Sublandlord shall not be required to litigate or otherwise dispute its obligations to make such repayments if it in good faith believes that such obligation exists.

No delay on the part of Sublandlord in exercising any rights, power or privilege under this Guarantee or failure to exercise the same shall operate as a waiver of or otherwise affect any such right, power or privilege, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

No waiver or modification of any provision of this Guarantee nor any termination of this Guarantee shall be effective unless in writing and signed by Sublandlord, nor shall any such waiver be applicable except to the specific instance for which given.

All of Sublandlord's rights and remedies under the Sublease and under this Guarantee, now or hereafter existing at law or in equity or by statute or otherwise, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the other rights or remedies herein or therein.

Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Sublandlord or perform or fulfill any terms, covenant or condition hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Sublandlord in writing that such payment or performance, as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Sublandlord against Subtenant, or any other claim against Subtenant for such amounts, unless and until payment of all sums or fulfillment of all covenants, terms, conditions or agreements to be paid or performed by Subtenant.

Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Sublandlord, execute, acknowledge and deliver to Sublandlord a statement certifying that this Guarantee is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Premises (as defined in the Sublease) from or through Sublandlord or by any mortgagee (as defined in the Sublease) or prospective mortgagee or landlord of the Premises or of any interest therein.

This Guarantee may be executed in any number of counterparts each of which shall be an original, and such counterparts shall together constitute one and the same instrument. This Guarantee may also be executed and transmitted by facsimile or by electronic mail, in which event, the same shall have the same force and effect as an originally executed document.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed this Guarantee as of the ____ day of _____, 20__.

GUARANTOR:

[Add notary blocks]

EXHIBIT ~~Q~~P

EFFECTIVE DATES PAGE

STATE EFFECTIVE DATES

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

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

STATE	EFFECTIVE DATE
California	EXEMPT
Illinois	EXEMPT
Indiana	June 12, 2023, as amended December 14, 2023 [PENDING]
Maryland	August 14, 2023, as amended December 14, 2023 [PENDING]
Michigan	May 25, 2023, as amended December 14, 2023 24, 2024
Minnesota	July 6, 2023, as amended January 3, 2024 [PENDING]
New York	EXEMPT
North Dakota	August 15, 2023, as amended December 14, 2023 [PENDING]
South Dakota	May 30, 2023, as amended December 14, 2023 [PENDING]
Virginia	June 7, 2023, as amended December 14, 2023 [PENDING]
Washington	June 18, 2023, as amended December 14, 2023 [PENDING]
Wisconsin	May 30, 2023, as amended December 14, 2023 [PENDING]

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

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If HR offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires HR to give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. If HR does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state administrator listed in Exhibit A.

Franchise Seller Information: Name - John Mayes; Address - 6700 Tower Circle, Suite 1000, Franklin, TN 37067; and Telephone Number - (615) 538-9152; [Eric Roschel](#); Address - 6700 Tower Circle, Suite 1000, Franklin, TN 37067; and Telephone Number - (615) 538-9152.

We authorize the respective state agencies identified on Exhibit B to receive service of process for us in the particular state.

Issuance Date: May ~~25, 2023, as amended December 14, 2023~~ [24, 2024](#)

I have received a disclosure document issued on May ~~25, 2023, as amended December 14, 2023~~ [24, 2024](#). This disclosure document included the following exhibits: A. List of State Administrators; B. Agents for Service of Process; C. Development Agreement; D. Franchise Agreement; ~~E. Co-Brand Location Addendum;~~ ~~F~~-1. Software Support Agreement for PAR Brink and CrunchTime; ~~FE~~-2 Star Academy License Agreement; ~~FE~~-3 OLO Authorized Operator Agreement; ~~GF~~. Operation Procedures Manual Table of Contents; ~~HG~~. List of Franchisees That Closed/Transferred Franchised Restaurants in Last Fiscal Year; ~~HI~~. List of Franchisees and Franchised Locations; ~~I~~. Addenda Required by Certain States; ~~KJ~~. Financial Statements; ~~LK~~. Development Incentive Program Addendum to Franchise Agreement; ~~ML~~. Renewal Addendum (SLA Renewal, 1975 to SLA Renewal); ~~NM~~. Confidentiality Agreement; ~~ON~~. Asset Purchase Agreement; ~~PO~~. Sublease; and ~~QP~~. State Effective Dates Page.

~~Date of Receipt:~~ _____

<u>Signature</u>	<u>Signature</u>
<u>Print Name</u>	<u>Print Name</u>
<u>Date</u>	<u>Date</u>
<u>Signature</u>	<u>Signature</u>
<u>Print Name</u>	<u>Print Name</u>
<u>Date</u>	<u>Date</u>
<u>Signature</u>	<u>Signature</u>
<u>Print Name</u>	<u>Print Name</u>

Date

Date

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Company Name

Street Address

Telephone Number

City, State

Zip Code

To be retained by you

TO BE RETAINED BY YOU

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If HR offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires HR to give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. If HR does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state administrator listed in Exhibit A.

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<u>Date</u>	<u>Date</u>
<u>Signature</u>	<u>Signature</u>
<u>Print Name</u>	<u>Print Name</u>
<u>Date</u>	<u>Date</u>

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Signature

Print Name

Company Name

Street Address

Telephone Number

City, State Zip Code

~~TO BE RETURNED TO~~ To be returned
to Hardee's RESTAURANTS Restaurants LLC