

FRANCHISE DISCLOSURE DOCUMENT

Chick-fil-A, Inc.

A Georgia Corporation
5200 Buffington Road
Atlanta, Georgia 30349
(404) 765-8000
www.chick-fil-a.com



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

The total investment necessary to begin operation of a franchised Chick-fil-A Restaurant business is from ~~\$518,385~~ \$444,243 to ~~\$2,803,435~~ \$2,338,786. This includes \$10,000 that must be paid to the franchisor or any affiliate.

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

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 Franchisee Selection Team, Chick-fil-A, Inc., 5200 Buffington Road, Atlanta, Georgia 30349-2998 and (404) 765-8000.

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

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

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

Issued: March 31, ~~2023~~ 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 Exhibit “E” or Exhibit “F”.
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 “C” 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 Chick-fil-A 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 Chick-fil-A franchisee?	Item 20 or Exhibit “E” or Exhibit “F” 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 “A”.

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 litigation only in Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to litigate with the franchisor in Georgia than in your own state.

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.

TABLE OF CONTENTS

Item	Page
<u>Item 1</u>	THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES.....1
<u>Item 2</u>	BUSINESS EXPERIENCE.....7
<u>Item 3</u>	LITIGATION..... ~~15~~ <u>16</u>
<u>Item 4</u>	BANKRUPTCY..... ~~15~~ <u>17</u>
<u>Item 5</u>	INITIAL FEES..... ~~15~~ <u>18</u>
<u>Item 6</u>	OTHER FEES..... ~~17~~ <u>19</u>
<u>Item 7</u>	ESTIMATED INITIAL INVESTMENT..... ~~28~~ <u>32</u>
<u>Item 8</u>	RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES..... ~~30~~ <u>34</u>
<u>Item 9</u>	FRANCHISEE’S OBLIGATIONS..... ~~36~~ <u>39</u>
<u>Item 10</u>	FINANCING..... ~~38~~ <u>42</u>
<u>Item 11</u>	FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING..... ~~41~~ <u>44</u>
<u>Item 12</u>	TERRITORY..... ~~45~~ <u>48</u>
<u>Item 13</u>	TRADEMARKS..... ~~47~~ <u>50</u>
<u>Item 14</u>	PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION..... ~~50~~ <u>53</u>
<u>Item 15</u>	OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS..... ~~53~~ <u>57</u>
<u>Item 16</u>	RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL..... ~~54~~ <u>58</u>
<u>Item 17</u>	RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION..... ~~55~~ <u>59</u>
<u>Item 18</u>	PUBLIC FIGURES..... ~~62~~ <u>66</u>
<u>Item 19</u>	FINANCIAL PERFORMANCE REPRESENTATIONS..... ~~63~~ <u>67</u>
<u>Item 20</u>	OUTLETS AND FRANCHISEE INFORMATION..... ~~66~~ <u>70</u>
<u>Item 21</u>	FINANCIAL STATEMENTS..... ~~84~~ <u>88</u>
<u>Item 22</u>	CONTRACTS..... ~~84~~ <u>88</u>
<u>Item 23</u>	RECEIPTS..... ~~85~~ <u>89</u>

EXHIBIT “A”	List of State Agencies/Registered Agents for Service of Process
EXHIBIT “B”	Franchise Agreement
EXHIBIT “B-1”	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT “B-2”	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT “C”	Consolidated Financial Statements of Chick-fil-A, Inc.
EXHIBIT “D”	Table of Contents of Chick-fil-A Manuals
EXHIBIT “E”	List of Operator Restaurants, Chick-fil-A Operated Restaurants, and Licensed Units
EXHIBIT “F”	List of Former Operators

TABLE OF CONTENTS

EXHIBIT “G”	State Specific Addenda and Agreement Amendments
EXHIBIT “H”	State Effective Dates
EXHIBIT “I”	Receipts

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT “G.”

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

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

Chick-fil-A, Inc. and Affiliates: We are a Georgia corporation formed on March 23, 1964, and we use the trade name Chick-fil-A. We do not do business under any other name. Chick-fil-A’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Chick-fil-A currently has no parents or predecessors required to be included in this Item.

Chick-fil-A Supply, LLC (“CFA Supply”) is our affiliate. CFA Supply is a Georgia limited liability company formed on November 13, 2018 under the name CFA D2Services, LLC. The name of the company was changed to Chick-fil-A Supply, LLC on April 16, 2019. The principal business address for CFA Supply is 5200 Buffington Road, Atlanta, GA 30349-2998. CFA Supply is an approved distributor to carry food products, ingredients, and supplies to franchised, licensed, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply purchases proprietary products from Chick-fil-A, our affiliate Bay Center described in the following paragraph, and other suppliers and resells and delivers them to Chick-fil-A’s franchisees, licensees, and company and affiliate owned Chick-fil-A Restaurants in geographic areas where it operates. CFA Supply may be the only approved primary distributor serving the geographic area where it operates. CFA Supply began operations in July 2019.

Bay Center Foods, LLC— (“Bay Center”) is our affiliate. Bay Center is a Georgia limited liability company formed on December 14, 2018 under the name Bay Center, LLC. The name of the company was changed to Bay Center Foods, LLC on January 4, 2019. Bay Center’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. Bay Center produces Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce our proprietary Chick-fil-A branded lemonade. Bay Center is an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas where it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. Bay Center began operations in 2020.

Chick-fil-A Canada ULC (“CFA Canada”) is our affiliate. CFA Canada is a British Columbia unlimited liability company incorporated on September 19, 2017. CFA Canada’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Canada offers, in Canada only, franchises and licenses for the development of a system of retail quick-service restaurants in Canada under the trademark “Chick-fil-A” specializing in a boneless breast of chicken sandwich. CFA Canada offers its franchises and licenses under separate Canadian Disclosure Documents. CFA Canada may also operate various Chick-fil-A and other restaurants itself from time to time in Canada in the future directly or through its affiliates and subsidiaries.

Chick-fil-A (PR) LLC (“CFA Puerto Rico”) is our affiliate. CFA Puerto Rico is a Puerto Rico limited liability company formed on August 26, 2020. CFA Puerto Rico’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Puerto Rico offers franchises and licenses for the development of a system of retail quick-service restaurants only in Puerto Rico under the trademark “Chick-fil-A” specializing in a boneless breast of chicken sandwich. CFA Puerto Rico offers its franchises and licenses under separate Puerto Rico Disclosure Documents. CFA Puerto Rico may also operate various

Chick-fil-A and other restaurants itself from time to time in Puerto Rico in the future directly or through its affiliates and subsidiaries. CFA Puerto Rico began operations in July 2021.

CFA Servco, Inc. (“CFA Servco”) is our affiliate. CFA Servco is a Virginia corporation formed on January 1, 2016. CFA Servco was originally formed June 29, 2004 as a Colorado corporation, converted to a Florida corporation effective December 31, 2012 and converted to a Virginia corporation effective January 1, 2016. CFA Servco’s principal business address is 5200 Buffington Road, Atlanta, Georgia 30349-2998. CFA Servco administers a gift card program for Chick-fil-A company-owned restaurants, franchised Chick-fil-A Restaurants and Chick-fil-A Licensed Units. CFA Servco may be the only approved supplier of gift card services for the geographic area where it operates. CFA Servco began operations in 2004.

Chick-fil-A, Inc.’s Agents for Service of Process. A list of our agents for service of process in various states is contained in Exhibit “A” to this Disclosure Document.

Chick-fil-A’s Business: Chick-fil-A’s principal business is the development of a system of retail quick-service restaurants specializing in a boneless breast of chicken sandwich. Most of these restaurants are operated by franchised operators who are separate and independent contractors business people or, as applicable, entities. Chick-fil-A franchised operators (which include individuals and business entities) are sometimes referred to in this Disclosure Document as “Operators”. Chick-fil-A also operates various Chick-fil-A and other restaurants itself from time to time and may do so in the future directly or through its affiliates and subsidiaries. Chick-fil-A also has granted licenses to Chick-fil-A licensees (“Licensees”) and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations to sell Chick-fil-A brand products at these locations (“Licensed Units”). The limited-menu, quick-service restaurants operated by Chick-fil-A, its affiliates and subsidiaries, its franchised Operators and its Licensees are sometimes referred to in this Disclosure Document as “Chick-fil-A Restaurants.” Chick-fil-A offers licenses to operate Licensed Units under a separate Disclosure Document.

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

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

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

Franchised Operator and company and affiliate owned Chick-fil-A Restaurants are established in free-standing locations (“free-standing units”) as well as in non-free-standing locations, including mall and in-line units (sometimes referred to collectively as “mall units”), locations which are drive through only (“drive-thru only units”) and non-traditional locations where Chick-fil-A has direct access to the owners or managers of the location premises and can conduct a restaurant business or concession without the need to utilize Licensees or prospective Licensees (“~~satellite~~ captive venue units”). Mall units are generally located in shopping malls and shopping centers. In-line units are generally located in shopping

centers, office buildings and downtown areas. As its name implies, a drive-thru only unit does not provide eat-in, dining room service. [SatelliteCaptive venue](#) units are generally located in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. [SatelliteCaptive venue](#) units may feature and serve only a limited number of menu items, and may be seasonal or open limited hours. There are some differences between the contractual relationships established for each type of unit described above, which are noted in this Disclosure Document.

Chick-fil-A's franchise relationship with its Operators is governed and defined by a written franchise agreement including its attached lease(s) (or other occupancy agreement(s) for [satellitecaptive venue](#) units), which is referred to in this Disclosure Document as a "Franchise Agreement". The lease(s) attached as an exhibit to, made a part of and incorporated by reference into your Franchise Agreement (the "Lease") governs your occupancy of each restaurant premises under the Franchise Agreement controlled by Chick-fil-A. In some instances where Chick-fil-A, as lessee under a prime lease or ground lease, subleases the Chick-fil-A Restaurant premises to an Operator, a wholly-owned subsidiary of Chick-fil-A may be the landlord of the premises. As of this Disclosure Document's issuance date, Chick-fil-A is affiliated with the following entities that may lease a Chick-fil-A Restaurant site to Chick-fil-A for which you may be a sub-lessee: (1) CFA-NC Townridge Square LLC, a Georgia limited liability company formed on December 31, 1998, with an address of 5200 Buffington Road, Atlanta, Georgia 30349, (2) CFA Real Property I, LLC, a Georgia limited liability company formed on June 26, 2007, with an address of 5200 Buffington Road, Atlanta, Georgia 30349, and (3) FSU Holdings One, LLC, a Georgia limited liability company formed on December 7, 2007, with an address of 5200 Buffington Road, Atlanta, Georgia 30349.

[SatelliteCaptive venue](#) units are located in non-traditional restaurant premises and are typically governed by a concession agreement between Chick-fil-A (or its affiliate) and the owner or manager of the premises (the "Concession Agreement"). The Concession Agreement typically governs Chick-fil-A's occupancy of the [satellitecaptive venue](#) unit premises. Chick-fil-A sublicenses its rights and privileges under the Concession Agreement, and the Operator accepts the sublicense and agrees to faithfully perform Chick-fil-A's obligations under the Concession Agreement under a concession sublicense agreement (the "Concession Sublicense Agreement"). The Concession Agreement is attached as an exhibit to the Concession Sublicense Agreement. The Concession Sublicense Agreement with its attached Concession Agreement is made a part of and incorporated by reference into your Franchise Agreement and substitutes for the Lease(s) as the occupancy agreement for any [satellitecaptive venue](#) unit premises you may operate.

Upon entering into a Franchise Agreement to become a franchised Operator of your first franchised Chick-fil-A Restaurant business, a Chick-fil-A Operator pays an initial franchise fee of \$10,000, of which \$5,000 is deemed fully earned and non-refundable upon payment and \$5,000 is deemed to be, and is maintained by Chick-fil-A as, an initial payment of working capital for the business(es) under the Franchise Agreement, with the expectation that the franchised Operator will make a substantial, personal investment of time directly operating, directing and otherwise supervising the Chick-fil-A Restaurant business (see Items 5, 6, 7 and 15). As more fully described in Item 6, you also must pay Chick-fil-A a "Base Operating Service Fee" of the amount by which fifteen percent of the gross receipts of the Chick-fil-A Restaurant exceeds the Chick-fil-A Restaurant's equipment rental fee (which rental fee will be based on the fair market rental value as determined by Chick-fil-A in its sole and exclusive business judgment and is currently \$750 to \$5,000 per month, exclusive of any applicable sales, use and property taxes, depending on the type of location (free-standing, in-line, drive-thru only, mall and [satellitecaptive venue](#) units) and any business services fee (which business services fee is currently \$300 per month) plus any other business services fees (in amounts to be determined and charged from time to time), and an "Additional Operating Service Fee" of fifty percent of the Operator's net receipts for the Chick-fil-A Restaurant.

In addition, under the Lease attached as an exhibit to the Franchise Agreement (or, in the case of a [satellitecaptive venue](#) unit, the Concession Sublicense Agreement), a Chick-fil-A Operator leases from

Chick-fil-A the equipment deemed necessary by Chick-fil-A for the Operator to operate the Chick-fil-A Restaurant. While specific items vary, the categories of equipment items leased by Chick-fil-A to each franchised Operator typically include restaurant equipment, dining area furniture and fixtures and other items necessary to operate a Chick-fil-A Restaurant. The categories of equipment items leased vary by type of unit; for example drive-thru only units, mall units and [satellitecaptive venue](#) units typically would not require dining area furniture and fixtures. The equipment rental for a [satellitecaptive venue](#) unit could be less than the amount stated above for a [satellitecaptive venue](#) unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large. During the term of your Franchise Agreement, your ability to offer certain menu items, use certain signage, engage in certain promotions or marketing efforts, or have certain physical restaurant layouts or premises features at your Chick-fil-A Restaurant could be restricted or changed pursuant to the Lease (and, as applicable, any underlying prime lease or ground lease) or, in the case of any [satellitecaptive venue](#) unit, the Concession Sublicense Agreement and its attached Concession Agreement, as may be amended or changed.

Although Chick-fil-A and its franchised Operators market Chick-fil-A brand products broadly, we find that the typical Chick-fil-A customer is in the 18-44 age group. We believe that the market for Chick-fil-A products in the broader Sunbelt region from Pennsylvania south through Texas is relatively developed. The market for Chick-fil-A brand products is developing in other parts of the United States. As a general matter, sales of Chick-fil-A brand products are not seasonal. However, if you operate a mall unit, you may experience higher sales during the holiday season when the mall is more crowded.

In order to become a franchised Operator of a single franchised Chick-fil-A Restaurant business, you will be required to sign the Franchise Agreement (Exhibit “B”) including the Lease(s) attached as an exhibit to the Franchise Agreement, or, in the case of any [satellitecaptive venue](#) unit, the Concession Sublicense Agreement and its attached Concession Agreement incorporated by reference into your Franchise Agreement that substitutes for the Lease(s), and must agree to operate your franchised Chick-fil-A Restaurant business in full compliance with Chick-fil-A’s standards and specifications and comply with the requirements governing the occupancy of the restaurant premises. The forms of Franchise Agreement Chick-fil-A has used in the past and in other states may have terms and conditions different from the current form Chick-fil-A offers to you. Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement (including the Lease(s) and Concession Sublicense Agreement and its attached Concession Agreement) that Chick-fil-A offers in the future. The premises of any [non-satellitenon-captive venue](#) franchised Chick-fil-A Restaurant business(es), whether your initial business or any additional Chick-fil A Restaurant(s) (discussed below) that are not [satellitecaptive venue](#) units will be either: (i) owned by Chick-fil-A, (ii) leased to Chick-fil-A pursuant to a prime lease or (iii) leased to Chick-fil-A pursuant to a ground lease, with Chick-fil-A owning the building located on the premises subject to the ground lease. Any prime lease or ground lease that is applicable to the premises will be attached to, made a part of and incorporated by reference into the Lease for the particular Chick-fil-A Restaurant business. The premises of any [satellitecaptive venue](#) franchised Chick-fil-A Restaurant business(es), whether your initial business or any additional Chick-fil A Restaurant business(es) that are [satellitecaptive venue](#) units, will be typically owned or managed by a third party that grants occupancy rights to Chick-fil-A (or its affiliate) pursuant to the Concession Agreement that Chick-fil-A sublicenses to you pursuant to the Concession Sublicense Agreement.

Once you have operated your franchised Chick-fil-A Restaurant business for some period of time, Chick-fil-A may offer you the opportunity to operate one or more additional Chick-fil-A Restaurants. Chick-fil-A is under no obligation to offer you the opportunity to operate an additional Chick-fil-A Restaurant and reserves the right to never offer you the opportunity to operate an additional Chick-fil-A Restaurant. The terms and conditions for operating any additional Chick-fil-A Restaurant business offered to you by Chick-fil-A after your first Chick-fil-A Restaurant, if any, will be governed by your Franchise Agreement as amended by an additional business amendment (the “Additional Business Amendment”). Your occupancy of the additional restaurant premises will be governed by the Lease (and, as applicable, any underlying prime lease or ground lease) for the particular premises or, in the case

of any satellitecaptive venue unit premises, the Concession Sublicense Agreement, together with its attached Concession Agreement, which will be incorporated by reference into your Franchise Agreement and substitutes for the Lease(s). Alternatively at Chick-fil-A's election, any additional Chick-fil-A Restaurant business may be governed by a new, separate Franchise Agreement on Chick-fil-A's then-current form, including its attached Lease(s) (and, as applicable, any underlying prime lease or ground lease) or, in the case of any satellitecaptive venue unit, the Concession Sublicense Agreement and its attached Concession Agreement.

To account for the different forms of occupancy agreements that are used for traditional locations and satellitecaptive venue units and other differences, two different forms of the Additional Business Amendment are attached as exhibits to the Franchise Agreement (which is attached as Exhibit B to this Disclosure Document). The form used for a traditional, non-satellitenon-captive venue Chick-fil-A Restaurant business (the "Additional Business Amendment for Traditional Unit") attaches the Lease (and, as applicable, any underlying prime lease or ground lease) as an exhibit. The form used for a non-traditional, satellitecaptive venue Chick-fil-A Restaurant business (the "Additional Business Amendment for SatelliteCaptive Venue") attaches the Concession Sublicense Agreement as an exhibit, with its attached Concession Agreement. You will sign the form of the Additional Business Amendment that applies to the particular additional Chick-fil-A Restaurant business. In this Disclosure Document the term "Additional Business Amendment" refers to either the Additional Business Amendment for Traditional Unit or the Additional Business Amendment for SatelliteCaptive Venue, as applicable. As noted above, Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement that Chick-fil-A offers in the future, which in the case of an additional business will include the Additional Business Amendment, as well as the Franchise Agreement.

If you are signing the Franchise Agreement to become a franchised Operator of an initial business that is a satellitecaptive venue unit, instead of signing the Lease(s) attached as an exhibit to the Franchise Agreement, you will sign the Concession Sublicense Agreement (and its attached Concession Agreement) in the same form as attached to the Additional Business Amendment for SatelliteCaptive Venue. The form of Concession Sublicense Agreement attached to the Additional Business Amendment for SatelliteCaptive Venue is the applicable form whether the satellitecaptive venue unit is your initial business or an additional Chick-fil-A Restaurant business.

Once you have operated your franchised Chick-fil-A Restaurant business for some period of time, Chick-fil-A may offer you the opportunity to also operate one or more custom mobile food trucks to allow you to sell a limited menu of Chick-fil-A brand products at multiple pre-approved sales locations. Food trucks may service certain captive audience locations such as schools, universities, sports stadiums, office buildings, theme parks and the venues for music, art and sporting events, festivals and fairs, and other unique locations. Food trucks are currently offered to franchised Operators to operate only as an extension and part of an existing Chick-fil-A Restaurant location that can support the operation of the food truck by providing storage for ingredients and other inventories and serving as a commissary for the production or preparation of certain products or ingredients. Chick-fil-A is under no obligation to offer you the opportunity to operate a food truck and reserves the right to never offer you the opportunity to operate a food truck. The terms and conditions for operating a food truck offered to you by Chick-fil-A in connection with an existing Chick-fil-A Restaurant you operate will be governed by your Franchise Agreement as amended by a food truck license agreement that governs your use of the food truck. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. Your license to operate the food truck and the sublease to use and occupy the food truck are currently combined in a food truck license and sublease agreement, together with its attached third party food truck lease between Chick-fil-A and the third party (collectively, the "Food Truck License and Sublease Agreement"). When signed, the Food Truck License and Sublease Agreement, including ~~is its~~ attached third party food truck lease, is incorporated in and made a part of the Franchise Agreement. The current form of the Food Truck License and Sublease Agreement is attached as an exhibit to the Franchise Agreement (which is attached as Exhibit B to this Disclosure Document). As noted above, Chick-fil-A reserves the right to revise the form and terms of the Franchise Agreement

that Chick-fil-A offers in the future, which in the case of a food truck, ~~will~~could include the Food Truck License and Sublease Agreement, including its attached food truck lease, as well as the Franchise Agreement. Chick-fil-A reserves the right to change the food truck program, including without limitation to provide that you must lease the food truck directly from a third party and not sublease the food truck from Chick-fil-A.

Applicable Laws and Regulations. Your franchised Chick-fil-A Restaurant business will be subject to laws, rules and regulations affecting businesses generally. You will be required to comply with all such laws, rules and regulations that apply to businesses generally, including, without limitation, public health laws, tax laws and regulations, labor, employment and wage and hour laws and regulations, insurance laws and regulations, privacy laws, regulations, and industry standards, business licensing requirements, immigration and homeland security laws, restrictions against smoking in public places and restaurants, the public posting of notices regarding nutritional information, health hazards, fire safety, general emergency preparedness, rules regarding the proper use, storage and disposal of waste materials, insecticides, and other hazardous materials, standards regarding employee health and safety, sexual harassment laws and any other federal, state and local regulations and ordinances which may be in effect. As a food service business, your franchised Chick-fil-A Restaurant business may be subject to additional laws, rules and regulations regulating the storage, preparation, packaging, labeling and sale of food and beverages to the public, food safety, refuse and sanitation standards and procedures for waste materials and packaging, nutritional claims or other types of advertising, menu or product labeling or information, and the use or maintenance of equipment involved in the preparation of frozen drinks and other products. You must ensure that your computerized point-of-sale systems (the “POS Systems”) and your credit card processing terminals (whichever are responsible for processing credit card transactions) are in compliance with the most current Payment Card Industry Data Security Standards (“PCI-DSS”). You also must comply with all applicable federal and state laws and regulations relating to the collection, use, and security of personal information and comply with any privacy policies or data protection and breach response policies we periodically may establish. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your Chick-fil-A Restaurant business, and to obtain and comply with all licenses and licensing requirements necessary for your Chick-fil-A Restaurant business to open and operate. We encourage you to investigate and make inquiries regarding all these laws.

If you are licensed to operate a food truck, you must obtain all local, state and federally required permits and licenses, including from the state Motor Vehicle Department and state and local Health Departments. Food trucks are subject to federal, state and local laws, rules and regulations governing their routes and operation, including zoning ordinances. Restrictions include where food trucks may park and for how long, proximity to other food businesses and schools, designated parking zones and/or banned districts, items permitted to be sold, the maximum number of licenses that may be issued, required associated commissary locations, may only serve customers if flagged down, mandatory GPS devices, and health and safety requirements. A food truck must also report and pay sales tax to each jurisdiction where it makes sales. It is your responsibility to comply with all federal, state and local laws, ordinances, rules and regulations that may affect your food truck operation, and to obtain and comply with all licenses and licensing requirements necessary for your food truck to begin and continue operations. We encourage you to investigate and make inquiries regarding all these laws.

Competition. You will compete with other quick-service restaurants located near your franchised Chick-fil-A Restaurant business, including possibly other Chick-fil-A Restaurants and Licensed Units located or marketing in the geographic vicinity of your franchised Chick-fil-A Restaurant business. Primary competition for mall and in-line Chick-fil-A Restaurants is from franchised and other food service operations located in the shopping malls or shopping centers in which your franchised Chick-fil-A Restaurant business may be located. In some cases, competition may also arise from other restaurants in non-mall locations or other sites located outside of the immediate premises of your mall or in-line restaurant. These restaurants and food service operations may be associated with national or regional chains (whether or not franchised) or may be local, independent restaurant locations. If you

operate a free-standing location, ~~satellite~~captive venue or drive-thru only Chick-fil-A Restaurant business, you will experience generally similar types of competition.

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

The first Chick-fil-A Restaurant opened in a mall location was also the first Chick-fil-A Restaurant operated by an Operator. Chick-fil-A commenced offering prospective restaurant Operators the opportunity to become Operators pursuant to a Disclosure Document on February 10, 1987. Chick-fil-A commenced offering prospective Licensees, who have access to locations such as schools, workplaces, universities and airports, the opportunity to become Licensees pursuant to a Disclosure Document on May 4, 1992. Franchises are offered to Licensees under a separate disclosure document and not under this Disclosure Document. Chick-fil-A has never offered a franchise in any other line of business. (See Item 20 for further information on numbers and locations of franchised Chick-fil-A Operator Restaurants, Licensed Units and Company-operated Restaurants.)

CFA Supply has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Supply has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

Bay Center has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. Bay Center has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

CFA Canada has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Canada has been offering franchises for Chick-fil-A Restaurants in Canada since May 2019. CFA Canada has never offered or sold franchises in any other line of business.

CFA Puerto Rico has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Puerto Rico has been offering franchises for Chick-fil-A Restaurants in Puerto Rico since July 2021. CFA Puerto Rico has never offered or sold franchises in any other line of business.

CFA Servco has never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee. CFA Servco has never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

CFA-NC Townridge Square LLC, CFA Real Property I, LLC and FSU Holdings One, LLC have never owned and operated Chick-fil-A Restaurants of the type to be operated by you as a franchisee and have never offered or sold franchises for Chick-fil-A Restaurants or in any other line of business.

Item 2

BUSINESS EXPERIENCE

Chair of the Board and ~~Vice-President~~Officer VP, Executive Office – Dan T. Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 1979, and Chair of the Board since November 2013. Mr. Cathy has served as ~~Vice-President~~Officer VP, Executive Office since November 2021. From November 2013 until November 2021, Mr. Cathy served as Chief Executive Officer of Chick-fil-A, and Assistant Secretary from June 2001 until November 2021.

From June 2001 through April 2016, Mr. Cathy served as President and Chief Operating Officer of Chick-fil-A. Mr. Cathy ~~also~~ served as President of CFA Servco from June 2004 to November 2021, President of CFA Supply from November 2018 until November 2021, President of Bay Center from December 2018 to November 2021, President and Director of CFA Canada from September 2017 until November 2021, and President of CFA Puerto Rico from August 2020 to November 2021.

Director, Chief Executive Officer, [President](#), and Assistant Secretary – Andrew T. Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since January 2022. Since November 2021, Mr. Cathy has served as Chief Executive Officer and Assistant Secretary of [Chick-fil-A. In January 2024, he assumed the role of President of](#) Chick-fil-A. From July 2019 through October 2021, he served as Executive Vice President, Operations. From January 2015 through June 2019, he served as Senior Vice President, People, and from November 2013 through December 2014, he served as Vice President, People. From January 2012 through October 2013, Mr. Cathy served as Director, Franchisee Selection. From January 2011 through December 2011, Mr. Cathy served as Management Consultant, Franchisee Selection. From July 2007 through December 2010, Mr. Cathy was a Franchisee Consultant. Since November 2021, Mr. Cathy has served as President of CFA Supply, Bay Center, CFA Servco, and CFA Puerto Rico. He has served as President and Director of CFA Canada since November 2021. Mr. Cathy served as Vice President of CFA Canada from September 2017 through October 2021, and Vice President of CFA Puerto Rico from August 2020 through October 2021.

Director, Executive Vice President, and Chairman of the Board, STC Brands, Inc. – Donald M. “Bubba” Cathy

Mr. Cathy has served as a member of the Board of Directors of Chick-fil-A since February 2004. Mr. Cathy has served as Executive Vice President of Chick-fil-A since April 2012. From November 1994 through April 2012, he served as Senior Vice President of Chick-fil-A.

Director – Cheryl A. Bachelder

Ms. Bachelder has served as a member of the Board of Directors of Chick-fil-A since April 2019. She has served as a Board Member of US— Foods, [Inc. in Rosemont, Illinois](#) since October 2018. Ms. Bachelder served as Interim Chief Executive Officer of Pier 1 Imports, Inc. in Fort Worth, Texas from December 2018 through November 2019 and served as a Director of that company from October 2012 until 2020. [From November 2007 through March 2017 she served as Chief Executive Officer and a Director of Popeyes Louisiana Kitchen, Inc. in Miami, Florida.](#)

Director – Dale Jones

Mr. Jones has served as a member of the Board of Directors of Chick-fil-A since January 4, 2021. He has served as a Board Member of Trilith Studios in Atlanta, Georgia since January 2022 and Outset Medical in San Jose, California since May 2022. He has served as Chief Executive Officer of Magna Vista Partners in Atlanta, Georgia since July 2022. He served as Chief Executive Officer of Diversified Search Group in Washington, D.C. from October 2013 until June 2022, and as a Corporate Director of Northwestern Mutual in Milwaukee, Wisconsin from January 2005 to July 2022.

Director – Milford W. McGuirt

Mr. McGuirt has served as a member of the Board of Directors of Chick-fil-A since October 2021. He has served as an Independent Director of Oxford Industries, Inc. [in Atlanta, Georgia](#) since August 2020 and Independent Director of Science Applications International Corporation [in Reston, Virginia](#) since June 2021. Mr. McGuirt served as Independent Director of HD Supply [in Atlanta, Georgia](#) from June 2020 to December 2020 and Managing Partner of KPMG, LLP in Atlanta, Georgia from January 1986 until September 2019.

Director – James “J. D.” Greear

Mr. Greear has served as a member of the Board of Directors of Chick-fil-A since January 2022 and as Lead Pastor of The Summit Church in Durham, North Carolina since March 2002.

Director – Kirk Perry

Mr. Perry has served as a member of the Board of Directors of Chick-fil-A since August 2022. He has served as President and Chief Executive Officer of Circana, [Inc.](#) in Chicago, Illinois since May 2021 and a Board Member of J.M. Smucker Company in Orville, Ohio since August 2017. Mr. Perry served as President of Google in Mountainview, California from December 2013 to May 2021. From August 2016 to November 2022, he served as a Board Member of e.l.f. Cosmetics in Oakland, California.

~~President and Chief Operating Officer – Timothy P. Tassopoulos~~

~~Mr. Tassopoulos has served as Chick-fil-A’s President and Chief Operating Officer since May 2016. From April 2012 through April 2016, Mr. Tassopoulos served as Executive Vice President, Operations. From January 1999 through March 2012, Mr. Tassopoulos served as Senior Vice President, Operations.~~

Executive Vice President and Chief Marketing Officer – Jonathan B. Bridges

Mr. Bridges has served as Executive Vice President [of Chick-fil-A](#) since July 2019. He has also served as Chief Marketing Officer since January 2015. From January 2015 through June 2019, he served as Senior Vice President, Marketing. From September 2012 through December 2014, Mr. Bridges served as Vice President, Customer Experience. From July 2009 through August 2012, he served as Vice President, Customer Service and Restaurant Concepts. From January 1998 through June 2009, Mr. Bridges served as Vice President, Information Technology and Chief Information Officer.

Executive Vice President and Chief International Officer – Anita E. Costello

Ms. Costello has served as Chief International Officer [of Chick-fil-A](#) since September 2022 and as Executive Vice President, International since July 2019. From July 2018 through June 2019, she served as Senior Vice President, Field Operations – Regions. From November 2016 through June 2018, she served as Vice President, Field Operations. From November 2013 through October 2016, Ms. Costello served as Director, Field Operations. From May 2008 through October 2013, she served as a Business Consultant. Ms. Costello has served as Vice President of CFA Canada since September 2019 ~~and Secretary and~~, [as Vice President of CFA Puerto Rico since August 2020](#), [as a Director of CFA Multinational Ventures \(IE\) Ltd. \(“CFA Ireland”\) since October 2020](#), [as a Director of Chick-fil-A \(Asia\) Pte. Ltd. \(“CFA Asia”\) since October 2020](#), and [as a Director of Chick-fil-A \(UK\) Limited \(“CFA UK”\) since February 2022](#).

Executive Vice President and Chief Restaurant Development & Operations Officer – Susannah W. Frost

Ms. Frost has served as Chief Restaurant Development & Operations Officer [of Chick-fil-A](#) since September 2022 and as Executive Vice President, Operations since November 2021. Ms. Frost served as Executive Vice President, Restaurant Development from July 2019 through October 2021. From May 2016 through June 2019 she served as Vice President, Existing Restaurants. From November 2015 through April 2016, she served as Senior Director, Existing Restaurants. From January 2014 through October 2015, she served as Senior Director, Real Estate Legal. From May 2010 through December 2013, she served as Director, Real Estate Legal.

Executive Vice President and Chief Digital Officer – Onome Okuma

Mr. Okuma has served as Executive Vice President and Chief Digital Officer [of Chick-fil-A](#) since July 2019. From October 2017 through June 2019, he served as Vice President, Customer Technology ~~and~~ Insights. From November 2014 through September 2017, Mr. Okuma served as Vice President, Customer Technology Solutions. From October 2012 through October 2014, Mr. Okuma served as Senior Director, Information Technology. Prior ~~to that~~, Mr. Okuma served as Director, Information Technology from April 2009 through September 2012.

Executive Vice President, Chief Financial Officer, Treasurer, and Assistant Secretary – D. Brent Ragsdale

Mr. Ragsdale has served as Executive Vice President [of Chick-fil-A](#) since July 2019. He ~~also~~ has served as Chief Financial Officer and Treasurer since January 2015, and as Assistant Secretary since November 2013. From January 2015 through June 2019, he served as Senior Vice President, Finance. From November 2013 through December 2014, Mr. Ragsdale served as Vice President, Finance and as Assistant Treasurer from December 2013 through December 2014. From January 2013 through October 2013, Mr. Ragsdale served as Vice President, Controller. From April 2011 through December 2012, he served as Vice President, Corporate Financial Services. From January 2006 through March 2011, Mr. Ragsdale served as Senior Director, Financial Consulting. He has ~~also served~~ [been a Director of CFA UK since April 2011](#), as Secretary and Treasurer of CFA Supply since November 2018, [as](#) Secretary and Treasurer of CFA Canada since September 2017, [as](#) Secretary and Treasurer of Bay Center since December 2018, [as](#) Treasurer of CFA Servco since January 2020, and [as Secretary and](#) Treasurer of CFA Puerto Rico since August 2020.

Executive Vice President and Chief People Officer – Clifford T. Robinson

Mr. Robinson has served as Executive Vice President and Chief People Officer [of Chick-fil-A](#) since July 2019. From January 2015 through June 2019, he served as Senior Vice President, Operations. From January 2009 through December 2014, Mr. Robinson served as Vice President, Field Operations.

Executive Vice President, Chief Legal Officer, and Secretary – Lynette E. Smith

Ms. Smith has served as Executive Vice President and Secretary of Chick-fil-A since July 2019 and Chief Legal Officer since September 2022. She served as General Counsel from July 2019 through August 2022. From September 2017 through June 2019, she served as Vice President, Litigation, Franchising and Governance. From October 2014 through August 2017, Ms. Smith served as Senior Director, Corporate Legal. She served as Director, Corporate Legal from July 2013 through September 2014, and Senior Manager, Corporate Legal from June 2012 through June 2013.

Officer VP, Employment, Franchise and Litigation – W. Christopher Arbery

Mr. Arbery has served as Officer VP, Employment, Franchise and Litigation at Chick-fil-A since July 2023. From June 2019 through June 2023, he served as Senior Director in the Legal Department. From April 2010 to June 2019, Mr. Arbery was a Partner at Hall, Arbery, Gilligan, Roberts & Shanlever LLP in Atlanta, Georgia.

Officer VP, Restaurant Financial Services & Transformation – Lindsey D. Barron

Ms. Barron has served as Officer VP, Restaurant Financial Services & Transformation at Chick-fil-A since November 2021. From August 2018 through October 2021, Ms. Barron served as Executive Director, Enterprise Analytics and from August 2016 to August 2018, she served as Senior Director, Business Insights.

Senior Vice PresidentOfficer VP, Field Operations – Regions – Shane A. Benson

Mr. Benson has served as Officer VP, Field Operations – Regions of Chick-fil-A since July 2023¹. From July 2019 through June 2023, he served as Senior Vice President, Field Operations – Regions~~since July 2019~~. From September 2017 through June 2019, he served as Vice President, Operator Support and Organizational Planning. From November 2014 through August 2017, Mr. Benson served as Vice President, Customer Experience, and from November 2011 through October 2014, Mr. Benson served as Director, Field Operations. From July 2005 through October 2011, Mr. Benson served as Marketing Management Consultant.

Officer VP, Staff Technology Solutions – Keri A. Bilotti

Ms. Bilotti has served as Officer VP, Staff Technology Solutions at Chick-fil-A since July 2023. From December 2020 through June 2023, she served as Vice President, Learning & Development. From July 2018 to November 2020, she served as Executive Director, Restaurant Training. From January 2018 through June 2018, she served as Senior Director, Restaurant Training. From January 2016 through December 2017, Ms. Bilotti served as Director, Restaurant Training. From November 2014 through December 2015, she served as Manager, Operator Selection and Training. From July 2013 through October 2014, Ms. Bilotti served as Manager, Marketing Education, and from June 2007 through June 2013, she served as Consultant, Marketing Education.

Senior Vice PresidentOfficer VP, Corporate Accounting & Finance and Assistant Treasurer – Janet J. Bridges

Ms. Bridges has served as Officer VP, Corporate Accounting & Finance at Chick-fil-A since July 2023, and Assistant Treasurer since November 2021.¹ From September 2022 through June 2023, she served as Senior Vice President, Corporate Accounting & Finance~~since September 2022 and Assistant Treasurer since November 2021~~. She served as Vice President, Corporate Accounting & Finance from November 2021 through August 2022. Ms. Bridges served as Vice President, Financial Solutions from April 2019 through October 2021. From November 2014 through March 2019, she served as Vice President, Treasury. From October 2012 through October 2014, Ms. Bridges served as Senior Director, Treasury. From January 2006 through September 2012, Ms. Bridges served as Director, Treasury.

Officer VP, Brand Strategy, Advertising & Media – Khalilah Cooper

Ms. Cooper has served as Officer VP, Brand Strategy, Advertising & Media at Chick-fil-A since November 2023. She served as Executive Director, Design from November 2021 through October 2023, and as Senior Director, Service & Hospitality from February 2020 through October 2021. From July 2018 through January 2020, she served as Director, Service & Hospitality and from January 2017 through June 2018, she served as Senior Manager, Service & Hospitality.

Officer VP, Benefits, Commercial Transactions, Governance & New Business Initiatives – Tina A. DeNapoli

Ms. DeNapoli has served as Officer VP, Benefits, Commercial Transactions, Governance & New Business Initiatives at Chick-fil-A since July 2023. She served as Executive Director, Corporate Legal from November 2020 through June 2023, and as Senior Director from August 2018 through October 2020. From June 2016 through July 2018, she served as Director, Corporate Legal.

~~Senior Vice President, International Operations~~Officer VP, Learning & Development – William J. Dunphy, Jr.

Mr. Dunphy has served as Officer VP, Learning & Development at Chick-fil-A since November 2023. He served as Officer VP, International Operations from July 2023 through October 2023.¹ From July 2019 through June 2023, he served as Senior Vice President, International Operations~~since July 2019~~. From July 2018 through June 2019, he served as Senior Vice President, People. From November 2016 through June 2018, he served as Vice President, People. From November 2013 through October 2016, Mr. Dunphy served as Vice President, Operator Selection and Training. From January 2006 through October 2013, Mr. Dunphy served as Director, Field Operations. From December 2000 through December 2005, he served as Director, Financial Consulting. Mr. Dunphy ~~has~~ served as Vice President of CFA Canada ~~since~~from October 2019 to November 2023 and Vice President of CFA Puerto Rico ~~since~~from August 2020 to December 2023.

~~Senior Vice President~~Officer VP, Customer Technology & Insights – Michael F. Erbrick

Mr. Erbrick has served as Officer VP, Customer Technology & Insights at Chick-fil-A since July 2023.¹ He served as Senior Vice President, Customer Technology & Insights~~since~~from July 2019 through June 2023. From July 2018 through June 2019, he served as Senior Vice President, Information Technology. From July 2009 through June 2019 Mr. Erbrick ~~also~~ served as Chief Information Officer. From July 2009 through June 2018, Mr. Erbrick served as Vice President, Information Technology. From January 2004 through June 2009, Mr. Erbrick served as Senior Director, Restaurant Information Systems.

~~Senior Vice President, Restaurant Experience~~Officer VP, Innovation – David B. Farmer

Mr. Farmer has served as Officer VP, Innovation at Chick-fil-A since November 2023. He served as Officer VP, Restaurant Experience, from July 2023 through October 2023.¹ From July 2019 through June 2023, he served as Senior Vice President, Restaurant Experience ~~since July 2019~~. From August 2017 through June 2019, he served as Vice President, Restaurant Experience. From September 2012 through July 2017, Mr. Farmer served as Vice President, Menu Strategy and Development. From July 2009 through August 2012, he served as Vice President, Innovations and Service. From January 2001 through June 2009, Mr. Farmer served as Senior Director, Quality and Customer Experience. Mr. Farmer ~~has also~~ served as Vice President of CFA Supply since from November 2018 to May 2023 and Vice President of Bay Center since from December 2018 to May 2023.

Officer VP, Customer Technology Solutions – I. Patrick Gresham

Mr. Gresham has served as Officer VP, Customer Technology Solutions at Chick-fil-A since November 2023. He served as Vice President, Operator Technology Solutions from December 2020 through October 2023. From July 2018 through November 2020, he served as Executive Director, Operator Technology Solutions, and from November 2017 through June 2018, Mr. Gresham served as Director, Operator Technology Solutions. From November 2015 through October 2017, Mr. Gresham served as Director, Staff Technology Solutions.

Senior Vice President Officer VP, New Restaurants – Thomas P. Guerard

Mr. Guerard has served as Officer VP, New Restaurants at Chick-fil-A since July 2023.¹ He served as Senior Vice President, New Restaurants ~~since from~~ September 2022 through June 2023, and as Vice President, New Restaurant Growth from November 2021 through August 2022. Mr. Guerard served as Vice President, Strategic Reinvestment from December 2020 through October 2021. From March 2020 through November 2020, Mr. Guerard served as Executive Director, Strategic Reinvestment, and from August 2018 through March 2020, he served as Senior Director, Strategic Reinvestment. From November 2016 through July 2018, Mr. Guerard served as Director, Restaurant Capacity Big Move, and from January 2016 through October 2016, he served as Director, Financial Consulting. From August 2014 through December 2015, Mr. Guerard served as Management Financial Consultant, and from August 2011 through August 2014, he served as Senior Financial Consultant, West Region.

Senior Vice President Officer VP, Supply Chain ~~Procurement and~~ Operations – Michael A. Hazelton

Mr. Hazelton has served as Officer VP, Supply Chain Operations at Chick-fil-A since July 2023.¹ He served as Senior Vice President, Supply Chain Procurement and Operations ~~since from~~ November 2021 through June 2023. Mr. Hazelton served as Senior Vice President, Supply Chain Operations from April 2019 through October 2021. From July 2018 through April 2019, he served as Senior Vice President, Corporate Services. From May 2015 through June 2018, Mr. Hazelton served as Vice President, Corporate Services. He has served as Vice President of Bay Center since December 2018 and Vice President of CFA Supply since July 2019.

Senior Vice President, International Restaurant Development – Erwin C. Reid

~~Mr. Reid has served as Senior Vice President, International Restaurant Development since July 2019. From July 2018 through June 2019, he served as Senior Vice President, Restaurant Development. From January 2001 through June 2018, he served as Vice President, Restaurant Development. Mr. Reid also has served as Vice President of CFA Canada since July 2019, and Vice President of CFA Puerto Rico since August 2020.~~

Senior Vice President, Brand Strategy, Advertising & Media—Joseph R. Saracino

~~Mr. Saracino has served as Senior Vice President, Brand Strategy, Advertising & Media since July 2019. From February 2016 through June 2019, he served as Vice President, Brand Strategy, Advertising & Media.~~

Senior Vice President, Field Operations—Services—Christopher Todd Sweatt

~~Mr. Sweatt has served as Senior Vice President, Field Operations—Services since July 2018. From March 2014 through June 2018, he served as Vice President, Operations—Systems Development. From March 2008 through March 2014, Mr. Sweatt served as Director, Field Operations.~~

Senior Vice President, Corporate Communications—Reade L. Tidwell

~~Ms. Tidwell has served as Senior Vice President, Corporate Communications & External Affairs since September 2022 and as Vice President, Corporate Communications from November 2021 through August 2022. From January 2019 through October 2021, Ms. Tidwell served as Executive Director, Corporate Communications, and from January 2016 to January 2019, she served as Senior Director, Corporate Communications.~~

Senior Vice President, Talent Experience—Elizabeth Wanamaker

~~Ms. Wanamaker has served as Senior Vice President, Talent Experience since September 2022 and Vice President, Talent Experience from December 2018 through August 2022. From March 2018 through October 2018, Ms. Wanamaker served as Chief Human Resources for the BlueLinx Corporation in Atlanta, Georgia.~~

Vice President, Financial Operations & Transformation—Lindsey D. Barron

~~Ms. Barron has served as Vice President, Financial Operations & Transformation since November 2021. From August 2018 through October 2021, Ms. Barron served as Executive Director, Enterprise Analytics and from August 2016 to August 2018, she served as Senior Director, Business Insights.~~

Vice President, Learning and Development—Keri A. Bilotti

~~Ms. Bilotti has served as Vice President, Learning Development since December 2020. From July 2018 to November 2020, she served as Executive Director, Restaurant Training. From January 2018 through June 2018, she served as Senior Director, Restaurant Training. From January 2016 through December 2017, Ms. Bilotti served as Director, Restaurant Training. From November 2014 through December 2015, she served as Manager, Operator Selection and Training. From July 2013 through October 2014, Ms. Bilotti served as Manager, Marketing Education, and from June 2007 through June 2013, she served as Consultant, Marketing Education.~~

Vice President, Innovation & New Ventures—William F. “Woody” Faulk

~~Mr. Faulk has served as Vice President, Innovation & New Ventures since November 2015. From August 2012 through October 2015, he served as Vice President, Innovation and Design. From September 1998 through July 2012, Mr. Faulk served as Vice President, Brand Strategy and Design.~~

~~Vice President, Operator Technology Solutions—I. Patrick Gresham~~

~~Mr. Gresham has served as Vice President, Operator Technology Solutions since December 2020. From July 2018 through November 2020, he served as Executive Director, Operator Technology Solutions, and from November 2017 through June 2018, Mr. Gresham served as Director, Operator Technology Solutions. From November 2015 through October 2017, Mr. Gresham served as Director, Staff Technology Solutions.~~

~~Vice President, Field Operations—Talent—T. Wayne Hoover~~

~~Mr. Hoover has served as Vice President, Field Operations—Talent since November 2020. From September 2016 to October 2020, he served as Vice President, Field Operations. From January 2011 through August 2016, Mr. Hoover served as Senior Director, Field Operations.~~

~~Vice President~~[Officer VP, Existing Restaurants](#) – Kimberly J. Johnson

Ms. Johnson has served as ~~Vice President~~[Officer VP](#), Existing Restaurants [at Chick-fil-A](#) since November 2021. Ms. Johnson served as Vice President, Corporate Financial Services from December 2018 through October 2021. From July 2018 through November 2018, she served as Executive Director, Corporate Financial Services. From 2016 through June 2018, she served as Senior Director, Corporate Financial Services. From 2013 through December 2015, Ms. Johnson served as Director, Corporate Financial Reporting. From 2011 through 2013, Ms. Johnson served as Senior Manager, Treasury.

~~Vice President~~[Officer VP, External Communications](#) – Carrie J. Kurlander

Ms. Kurlander has served as ~~Vice President~~[Officer VP](#), External Communications [at Chick-fil-A](#) since July 2018. From April 2013 to June 2018, she served as Vice President, Corporate Public Relations and Public Affairs.

~~Vice President, Legal—Employment, Franchising & Litigation—Kelly D. Ludwick~~

~~Mr. Ludwick has served as Vice President, Legal—Employment, Franchising & Litigation since July 2019. From October 2015 through June 2019, he served as Vice President, Labor and Employment. From October 2011 through September 2015, he served as Senior Director, Corporate Legal, and from August 2007 through September 2011 he served as Director, Corporate Legal.~~

~~Vice President, Staff Technology Solutions~~[Officer VP, Shared Platforms](#) – Sara M. McClain

Ms. McClain has served as [Officer VP, Shared Platforms at Chick-fil-A since November 2023](#) ~~and~~ Vice President, Staff Technology Solutions ~~since~~[from](#) November 2021 ~~through October 2023~~. From July 2018 through October 2021, she served as Executive Director, Staff Technology Solutions. She served as Director, Staff Technology from November 2017 to July 2018 and Director, Enterprise Planning from May 2017 to October 2017. From November 2015 through April 2017, Ms. McClain served as Senior Manager, Enterprise Planning.

~~Vice President~~[Officer VP, Diversity, Equity & Inclusion](#) – Erick W. McReynolds

Mr. McReynolds has served as ~~Vice President~~[Officer VP](#), Diversity, Equity & Inclusion [at Chick-fil-A](#) since November 2021. He served as Executive Director, Diversity, Equity & Inclusion from July 2020 through October 2021. From October 2016 to June 2020, Mr. McReynolds served as Executive Director, Midwest Region. He served as Director, Service Team from October 2014 to October 2016.

~~Vice President, High Performance Leadership—T. Mark Miller~~

Officer VP, Operator Technology Solutions – Elizabeth Medford

~~Mr. Miller~~ Ms. Medford has served as ~~Vice President, High Performance Leadership since March 2016. Mr. Miller served as Vice President, Field Development from June 2015 through February 2016 and as Vice President, Leadership Development from November 2014 through May 2015. Mr. Miller served as Vice President, Organizational Effectiveness and Development from November 2013 through October 2014. From April 2012 through October 2013, he served as Vice President, Organizational Effectiveness. From January 2000 through March 2012, Mr. Miller served as Vice President, Training and Development.~~Officer VP, Operator Technology Solutions at Chick-fil-A since November 2023. From September 2023 through October 2023, she served as Officer VP, Shared Platforms. She served as Executive Director, Shared Platforms from November 2021 through August 2023, and as Senior Director, Enterprise Effectiveness Solutions from July 2018 through October 2021. Ms. Medford served as Director, Supplier Quality & Safety from February 2016 to June 2018.

~~Vice President~~Officer VP, Restaurant Development Services – David M. Millican

Mr. Millican has served as ~~Vice President~~Officer VP, Restaurant Development Services at Chick-fil-A since November 2021. From February 2020 through October 2021, Mr. Millican served as Executive Director, Facilities and Equipment, and from March 2016 until February 2020, he served as Senior Director, Facilities and Equipment. Mr. Millican served as Director, Restaurant Development and Facilities from September 2013 until March 2016, and Senior Manager, Facilities from September 2012 until September 2013. He served as Manager, Facilities from August 2010 to September 2012.

~~Vice President~~Officer VP, Enterprise Viability – Sandra T. Moody

Ms. Moody has served as ~~Vice President~~Officer VP, Enterprise Viability at Chick-fil-A since July 2019. From November 2017 through June 2019, she served as Vice President, Enterprise Analytics & Risk Management. From November 2015 through October 2017, Ms. Moody served as Vice President, Financial Services and Chief Accounting Officer. From November 2013 through October 2015, she served as Vice President, Business Insights. From July 2006 through October 2013, Ms. Moody served as Senior Director, Business Analysis.

~~Vice President~~Officer VP and Assistant General Counsel – S. Tammy Pearson

Ms. Pearson has served as ~~Vice President~~Officer VP and Assistant General Counsel of Chick-fil-A since April 2008. From October 2006 through March 2008, she was Senior Director, Corporate Legal. Ms. Pearson ~~also~~ has served as Vice President of CFA Servco since January 2020, as a Director of CFA Ireland since October 2020, as a Director of CFA Asia since October 2020, and as a Director of CFA UK since December 2023.

Officer VP, International Restaurant Development – Erwin C. Reid

Mr. Reid has served as Officer VP, International Restaurant Development at Chick-fil-A since July 2023.¹ He served as Senior Vice President, International Restaurant Development from July 2019 through June 2023. From July 2018 through June 2019, he served as Senior Vice President, Restaurant Development. From January 2001 through June 2018, he served as Vice President, Restaurant Development. Mr. Reid has served as Vice President of CFA Canada since July 2019, and Vice President of CFA Puerto Rico since August 2020.

Officer VP, Restaurant Experience – Joseph R. Saracino

Mr. Saracino has served as Officer VP, Restaurant Experience at Chick-fil-A since November 2023 and Officer VP, Brand Strategy, Advertising & Media from July 2023 through October 2023.¹ He served as Senior Vice President, Brand Strategy, Advertising & Media from July 2019 through June 2023. From February 2016 through June 2019, he served as Vice President, Brand Strategy, Advertising & Media.

~~Vice President~~Officer VP, Cathy Family Office – John W. Stephenson

Mr. Stephenson has served as ~~Vice President~~Officer VP, Cathy Family Office at Chick-fil-A since November 2021. Mr. Stephenson served as Vice President, Strategic Partnerships and Special Projects from December 2018 through October 2021. From November 2015 through November 2018, he served as Director, Strategic Partnerships and Special Projects.

Officer VP, Field Operations – Services – C. Todd Sweatt

Mr. Sweatt has served as Officer VP, Field Operations – Services at Chick-fil-A since July 2023.¹ He served as Senior Vice President, Field Operations – Services from July 2018 through June 2023. From March 2014 through June 2018, he served as Vice President, Operations – Systems Development. From March 2008 through March 2014, Mr. Sweatt served as Director, Field Operations.

~~Vice President, Customer Technology Solutions~~ Officer VP, Supply Chain Transformation and Enablement – James (Jay) N. Taylor

Mr. Taylor has served as Officer VP, Supply Chain Transformation and Enablement at Chick-fil-A since November 2023. He served as Vice President, Customer Technology Solutions since from December 2020 through October 2023. From July 2018 through November 2020, Mr. Taylor served as Executive Director, Customer Technology Solutions, and from November 2015 through June 2018, he served as Director, Customer Technology Solutions. From March 2013 through October 2015, Mr. Taylor served as Senior Manager, Business Growth & Supply Chain Solutions.

Officer VP, Corporate Communications & External Affairs – Reade L. Tidwell

Ms. Tidwell has served as Officer VP, Corporate Communications & External Affairs at Chick-fil-A since July 2023.¹ She served as Senior Vice President, Corporate Communications & External Affairs from September 2022 through June 2023, and as Vice President, Corporate Communications from November 2021 through August 2022. From January 2019 through October 2021, Ms. Tidwell served as Executive Director, Corporate Communications, and from January 2016 to January 2019, she served as Senior Director, Corporate Communications.

~~Vice President, Supply Chain Development~~ Officer VP, International Operations – Paul W. Trotti

Mr. Trotti has served as Officer VP, International Operations at Chick-fil-A since November 2023. He served as Vice President, Supply Chain Development since from December 2020 to October 2023. From July 2018 through November 2020, Mr. Trotti served as Executive Director, Chick-fil-A Supply, and from October 2017 through June 2018 he served as Executive Director, Supply Chain Innovation. From April 2012 through October 2017, he served as Director, Menu Strategy & Development. Mr. Trotti has served as Vice President of CFA Canada since November 2023 and Vice President of CFA Puerto Rico since December 2023.

Officer VP, Talent Experience – Elizabeth Wanamaker

Ms. Wanamaker has served as Officer VP, Talent Experience at Chick-fil-A since July 2023.¹ She served as Senior Vice President, Talent Experience from September 2022 through June 2023, and Vice President, Talent Experience from December 2018 through August 2022. From March 2018 through October 2018, Ms. Wanamaker served as Chief Human Resources for BlueLinx Corporation in Atlanta, Georgia. From December 2014 through December 2017, Ms. Wanamaker served as Senior Vice President, North America for The Coca-Cola Company in Atlanta, Georgia. From September 2013 through December 2014, she served as Vice President, Talent and Development and from August 2010 through September 2013 she served as Global Director, Program Development, Talent and Development.

~~Vice President~~ Officer VP, Executive Office – Trudy C. White

Ms. White has served as ~~Vice President~~ Officer VP, Executive Office at Chick-fil-A since July 2018. From February 2003 through June 2013, Ms. White served as a member of the Board of Directors of Chick-fil-A.

~~Vice President, Restaurant Financial Services – Paul D. Wiley~~

~~Mr. Wiley has served as Vice President, Restaurant Financial Services since November 2014. From November 2013 through October 2014, Mr. Wiley served as Senior Director, Restaurant Financial Services. From July 2010 through October 2013, he served as Director, Financial Consulting. From January 2009 through June 2010, Mr. Wiley served as Senior Manager, Financial Consulting.~~

Executive Director, ~~Satellite Restaurant Concepts~~Non-Traditional Restaurants – Bruce B. Cameron

Mr. Cameron has served as Executive Director, ~~Satellite Restaurant Concepts~~Non-Traditional Restaurants of Chick-fil-A since September 2020. From January 2019 to September 2020, he served as Senior Director, Non-Traditional Restaurants. From November 2015 through December 2018, Mr. Cameron served as Senior Director, Licensed Operations. From October 2010 through October 2015, he served as Director, Field Operations.

Director, Non-Traditional Real Estate – Sean R. Warren

Mr. Warren has served as Director, Non-Traditional Real Estate of Chick-fil-A since January 2019. From April 2016 through December 2018, he served as Director, New Restaurant Growth — = Licensing. From January 2013 through March 2016, Mr. Warren served as Senior Manager, New Restaurant Growth — = Licensing. From January 2012 through December 2012, Mr. Warren served as Manager, Real Estate — = Licensing. From January 2006 through December 2011, Mr. Warren served as Manager, Restaurant Concepts.

¹ As a result of refinements to Chick-fil-A’s talent management system, all Senior Vice President titles were modified to Officer, VP effective July 1, 2023.

Item 3

LITIGATION

David Stephens and Kaitlyn Strawn, individually and on behalf of all others similarly situated v. Chick-fil-A, Inc., (Case No. 1:23-cv-00964, U.S. District Court for the Northern District of Georgia). On March 6, 2023, two Chick-fil-A brand restaurant customers filed a complaint against Chick-fil-A alleging that we failed to properly secure and safeguard the personally identifiable information (“PII”) of users of Chick-fil-A’s One program and their PII was compromised as a result of an automated cybersecurity attack that impacted Chick-fil-A One members’ accounts between December 18, 2022 and February 12, 2023 (the “Data Incident”). The complaint also ~~alleges~~alleged that Chick-fil-A issued a statement assuring customers that the fraudulent activity on their accounts was not the result of a compromise of Chick-fil-A’s internal systems and waited too long to notify affected customers. Plaintiffs ~~assert~~asserted claims against Chick-fil-A for negligence, breach of implied contract, negligence *per se*, and violations of Georgia’s Uniform Deceptive Trade Practices Act. Plaintiffs bring their claims on behalf of themselves and a putative class of similarly situated Chick-fil-A brand restaurant customers. Plaintiffs ~~seeks~~sought class certification, equitable relief, injunctive relief, monetary damages, interest, and further relief. ~~Chick-fil-A intends to vigorously defend its interests in this action.~~On June 2, 2023, the original two Plaintiffs and a third new Plaintiff, who was also a Chick-fil-A brand restaurant customer, filed an amended complaint essentially alleging the same claims and seeking the same relief as set forth in the original complaint. On July 3, 2023, Chick-fil-A moved to compel arbitration of Plaintiffs’ claims in the amended complaint. The parties agreed to settle the case on an individual basis (not a class basis) to minimize potential litigation expense and distraction. On November 19, 2023, the parties entered into a Confidential Settlement Agreement and Release under which Chick-fil-A agreed to pay in total \$210,000, which included a payment of \$2,500 to each of the five Plaintiffs (i.e., the three Plaintiffs named in the amended complaint plus two additional Plaintiffs identified by Plaintiffs’ counsel during the course of the litigation), with the remainder of the settlement funds covering Plaintiffs’ counsel’s fees and expenses. In exchange, Plaintiffs provided a full release of all claims relating to the Data Incident and a covenant not to sue, and the three Plaintiffs named in the amended complaint agreed to dismiss their claims with prejudice. On December 7, 2023, the three named Plaintiffs filed a notice of voluntary dismissal with prejudice and the case was dismissed with prejudice.

Mayheu v. Chick-fil-A, Inc., No. 2022CV365400, Superior Court of Fulton County, Georgia, filed on May 24, 2022, as amended on June 7, 2022, August 5, 2022 and September 29, 2023 (consolidating class action complaint to add other plaintiffs) (the “*Mayheu Action*”).

Pittman and Ukpere v. Chick-fil-A, Inc., No. 1:21-cv-8041, United States District Court for the Southern District of New York (appealed to the Second Circuit as Case No. 22-1862), filed on September 28, 2021, as amended on December 13, 2021 (the “*Pittman Action*”).

Ukpere v. Chick-fil-A, Inc., No. 2:22-cv-5397, United States District Court for the District of New Jersey, filed on September 2, 2022; removed from the Superior Court of New Jersey, Middlesex County, Case Number MID-L-003792 (collectively, the “*Ukpere Action*”).

Goldstein v. Chick-fil-A, Inc., No. 1:22-cv-21897, United States District Court for the Southern District of Florida, filed on June 21, 2022, as amended on August 11, 2022; removed from the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No. 2022-009265-CA-01 (collectively, the “*Goldstein Action*”).

Ortega v. Chick-fil-A, Inc., No. 2:21-cv-845, United States District Court for the Eastern District of California, filed on May 10, 2021, as amended on November 15, 2021; removed from Sacramento Superior Court, Case No. 34-2021-00296245 (collectively, the “*Ortega Action*”).

Chick-fil-A is a defendant in five different putative class actions brought on behalf of persons who made a Chick-fil-A delivery order through the Chick-fil-A mobile application (the “Chick-fil-A App”) or website between November 1, 2019 and April 30, 2021 from a Chick-fil-A restaurant location in the states of Georgia, Florida, New York, New Jersey, and California. Plaintiffs claim that Chick-fil-A misrepresents the cost of delivery by charging a delivery fee and not disclosing that menu prices for delivery are higher than in-store prices. Chick-fil-A denied any liability with respect to these cases and the claims being asserted. Only Chick-fil-A has been sued in these lawsuits; no franchisees have been named as defendants. On July 7, 2023, the plaintiffs and Chick-fil-A entered into a proposed Class Action Settlement Agreement (the “Settlement Agreement”). The *Pittman Action*, the *Ukpere Action*, the *Goldstein Action*, and the *Ortega Action* were consolidated with the *Mayheu Action* for settlement purposes on September 29, 2023. In the consolidated complaint filed in the *Mayheu Action*, Plaintiffs assert claims for the following: negligent misrepresentation (on behalf of all classes), violation of Georgia’s Unfair Business Practices (on behalf of a Georgia class), violation of New York Consumer Fraud Act (on behalf of a New York class), violation of New Jersey Consumer Fraud Act (on behalf of a New Jersey class), violation of Florida Deceptive and Unfair Trade Practices Act (on behalf of a Florida class), violation of California’s Unfair Competition Law (on behalf of a California class), violation of California’s Consumer Legal Remedies Act (on behalf of a California class), and violation of California’s False Advertising Law (on behalf of a California class). All plaintiffs in the Actions seek actual and statutory damages and declaratory judgments. On September 29, 2023, a Settlement Agreement was submitted to the court in the *Mayheu Action* along with an Unopposed Motion for Preliminary Approval of Proposed Class Action Settlement, which the court granted on October 2, 2023, preliminarily approving the proposed class action settlement and conditionally certifying a class and five geographically based subclasses for settlement purposes only. On February 1, 2024, the parties on behalf of themselves and the members of the settlement class and subclasses applied for an order finally approving the Settlement Agreement and made application for the award of attorneys’ fees, costs and service awards. A Fairness Hearing for Final Approval was held on February 29, 2024, and the court in the *Mayheu Action* entered an Order Granting Final Approval of the Proposed Class Action Settlement on the same day. Once the Settlement Agreement becomes effective pursuant to its terms, each member of the settlement class and settlement subclasses will be deemed to have released Chick-fil-A for the claims, Chick-fil-A will pay the remaining funds owed (for a total of \$4,400,000) into a settlement fund. From that fund, class counsel will be awarded \$880,000 in requested attorneys’ fees and \$15,579.32 in

requested litigation costs, approved administrative costs will be paid, and the lead plaintiffs will receive service awards of \$5,000.00 each. In addition, from the fund, the claims administrator will make payments of \$29.25 to those class members who submitted valid claim forms and elected cash payments, and the remainder of the settlement fund will be distributed to Feeding America or Hunger Initiative (as directed by Chick-fil-A). Finally, the claims administrator will also provide a list of class members who submitted valid claim forms and elected gift card payments to Chick-fil-A, and Chick-fil-A (through CFA Servco) will distribute electronic gift cards to each in the amount of \$29.25.

Other than ~~this action~~these actions, no litigation is required to be disclosed in this Item

Item 4

BANKRUPTCY

On February 17, 2020, Pier 1 Imports, Inc. (“Pier 1”), having a principal place of business at 100 Pier 1 Place, Fort Worth, Texas 76192, filed a petition under Chapter 11 of the U.S. Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Virginia (In re Pier 1 Imports, Inc., Petition #: 20-30805-KRH). Pier 1 is not the franchisor nor an affiliate of the franchisor. Cheryl Bachelder, who joined our Board of Directors in April 2019, had served as Interim Chief Executive Officer of Pier 1 from December 2018 through November 2019. The Court approved a sale of Pier 1’s intellectual property, including its trademark, data, customer lists and other assets related to e-commerce on July 30, 2020. Pier 1 closed its stores and liquidated its assets and is in the process of distributing the proceeds to creditors in accordance with the priorities in the Bankruptcy Code. The matter is still pending.

Other than this action, no bankruptcy information is required to be disclosed in this Item.

Item 5

INITIAL FEES

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

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

Prior to the opening of your franchised Chick-fil-A Restaurant business, you must obtain from Chick-fil-A the premises Lease for a traditional location or the Concession Sublicense Agreement for any ~~satellite~~captive venue unit, each of which also includes the equipment lease. You must also obtain

applicable insurance coverages elected by you or designated by Chick-fil-A, from Chick-fil-A or through Chick-fil-A acting as administrator (other than workers' compensation, general liability, auto liability insurance, and employment practices liability insurance), as described in Items 6, 7, 8 and 10. With regard to workers' compensation, general liability, auto liability insurance, and employment practices liability insurance you will obtain these coverages from the designated insurance carrier, and will get billed by and pay premiums to the ~~insurance carrier~~ program administrator . The payments you will make to Chick-fil-A directly or as the program administrator are estimated to range from approximately \$4,000 to ~~\$150,000~~ 175,000 annually, exclusive of any applicable ~~sales, use and property~~ taxes, but will not be due until after your franchised Chick-fil-A Restaurant business opens.

Prior to the opening of your franchised Chick-fil-A Restaurant business, you must also obtain almost all of the opening inventory of food products, ingredients, and supplies from an approved distributor. The cost of your purchases from our approved distributor will already reflect amounts the distributor paid to Chick-fil-A for Chick-fil-A's proprietary seasoning applied by Chick-fil-A's poultry suppliers to most of the Chick-fil-A brand chicken products and for Chick-fil-A's proprietary seasoned coater you apply yourself in the preparation of most Chick-fil-A brand chicken products and also amounts the distributor paid to our affiliate Bay Center for Chick-fil-A's proprietary lemon juice produced by Bay Center that is used to produce Chick-fil-A's proprietary branded lemonade if you are in a location Bay Center supplies. Our affiliate CFA Supply may be your distributor for all or some of these items if you are in a location CFA Supply services. If CFA Supply is your distributor, the payments you will make to CFA Supply for any of the opening inventory of food products, ingredients, and supplies are estimated to range from approximately \$15,000 to \$65,000, but will not be due until after your franchised Chick-fil-A Restaurant business opens.

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

Item 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks ¹
Advertising	Advertising fund contribution may vary (a) between 0% to 3.25%, to be determined by Chick-fil-A, as a percentage of "Gross Receipts" ² or (b) by vote of Operators in local or regional areas	Monthly ³	Since 6/30/89, Chick-fil-A has not charged any amount for advertising (0% of Gross Receipts) as a matter of internal policy, which is subject to change. Operators within a geographic area may establish local or regional advertising fees which may also apply to Gross Receipts from ~~satellite~~ <u>captive venue</u> units and food trucks. See Item 11

Type of Fee	Amount	Due Date	Remarks ¹
Advertising Support and Services Fee	Advertising support and services fees incurred, if any, will vary based upon the support and services offered by Chick-fil-A, and selected and received by the Operator; the current in-house blended hourly rate for services is \$100; Operator will pay any additional fees, costs and expenses as applicable	As incurred	Chick-fil-A may offer to provide Operators with advertising support and services at the local, store, market or regional advertising level on a formal basis through its in-house advertising agency as an alternative choice to Operators engaging a third party advertising agency to provide such support and services. If offered and chosen, the amount of the fee will vary based upon the then current rate card established by Chick-fil-A and the services selected by the Operator. Operator will pay any additional fees, costs and expenses for print production, materials, and other related costs and expenses. See Item 11
Additional Franchise Fee	\$5,000 for each additional Chick-fil-A Restaurant business, whether for a traditional location or a ~~satellite~~ <u>captive venue</u> unit	If and when you sign an Additional Business Amendment	Chick-fil-A may, but is not obligated to, during the term of the Franchise Agreement, offer you a license to operate one or more additional Chick-fil-A Restaurant businesses under your Franchise Agreement. You and Chick-fil-A will sign an Additional Business Amendment in the form attached as an exhibit to the Franchise Agreement for each additional Chick-fil-A Restaurant.
Business Services Fee	\$300	Monthly ³	Chick-fil-A may offer directly or indirectly through an approved third-party supplier, certain business services. If offered, you must use the services. Chick-fil-A will determine the fee for services Chick-fil-A provides. You will pay for the cost and expense of your use of third-party business services, including costs rebilled or passed through to you by Chick-fil-A.
Rent ⁶ (Traditional Unit)	~~\$2,550~~ <u>\$2,605</u> to ~~\$85,500~~ <u>\$95,180</u> (including, where applicable, percentage rent)	Monthly ³	See Items 7 and 8

Type of Fee	Amount	Due Date	Remarks ¹
Occupancy Charge ⁷ (~~Satellite~~ <u>Captive Venue</u> Unit)	Determined under the Concession Agreement attached as an exhibit to the Concession Sublicense Agreement; currently estimated to range between 4% to 30% of Gross Receipts	Monthly, or other time period stated in the Concession Agreement	See Note 7 below.
Food Truck Usage Fee (Food Truck)	Currently \$2,100 to ~~\$3,100~~ <u>\$3,300</u> , plus additional fees, costs and expenses	Monthly ³	The food truck usage fee is payable <u>currently</u> to Chick-fil-A under the Food Truck License and Sublease Agreement in lieu of the lease rental payment due from Chick-fil-A to the third party lessor under the third party food truck lease. You will also pay directly or reimburse Chick-fil-A for any payments other than the lease rental payment due or payable under or on account of the food truck lease, including applicable mileage surcharge or pass through costs, any sales, use, excise tax, apportioned personal property tax or other applicable tax. You will reimburse any costs and expenses Chick-fil-A incurs to return any food truck to good order, condition and repair.
Food Truck Insurance Fee (Food Truck)	Currently ~~\$250~~ <u>\$305</u> to ~~\$450~~ <u>\$570</u>	Monthly ³	Payable <u>currently</u> to Chick-fil-A to cover the food truck and its contents and inventory, but not any Operator-owned contents or inventory.
Insurance	\$240 to ~~\$12,000~~ <u>\$10,700</u>	Monthly ^{3, 5}	See Item 8

Type of Fee	Amount	Due Date	Remarks ¹
Equipment Rental	Currently \$750 to \$5,000	Monthly ^{3,4}	The equipment rental will be based on the fair market rental value as determined by Chick-fil-A from time to time in its sole and exclusive business judgment and varies depending on the type of restaurant location. The current equipment rental is: Free-Standing and In-Line: \$5,000/month; Drive-Through only: \$4,000/month; Mall: \$3,000/month; SatelliteCaptive Venue: \$750 - \$3,000/month. While specific items vary, the categories of equipment items leased typically include restaurant equipment, dining area furniture and fixtures and other items. The categories of equipment items leased vary by type of unit. For example, drive-thru only units, mall units and satellitecaptive venue units typically would not require dining area furniture and fixtures. The equipment rental for a satellitecaptive venue unit could be less than the amount stated above for a satellitecaptive venue unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large. A food truck and its equipment is covered separately under the Food Truck License and Sublease Agreement. You will also pay directly or reimburse Chick-fil-A for any payments other than the current equipment lease payment that become due or payable under or on account of the equipment lease, including any pass through costs, and any sales, use, excise tax, apportioned personal property tax or other applicable tax. See Item 10

Type of Fee	Amount	Due Date	Remarks ¹
Hardware and Software Support; High-Speed Internet Access	\$9,500 to \$20,000 (annually)	As incurred	The fees for a satellitecaptive venue unit may be less if Chick-fil-A's services are reduced because the owner or manager of the premises provides a POS system with accompanying software that you must use. See Item 11
Fines – Minimum Standards and Procedures	Will vary under circumstances	As incurred	May be charged when you fail to maintain all applicable Minimum Standards or comply with the Franchise Agreement. ⁵
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims arising from the operation of your franchised Chick-fil-A Restaurant business or damage to the site.
Operating Service Fees	Determined by formula ²	Monthly ³	
Credit Card, Gift Card and related fees	Will vary	As incurred	Pursuant to contracts negotiated by us on behalf of the Chick-fil-A system with various credit card, gift card and processing vendors (including our affiliate CFA Servco), certain processing and other related fees are imposed by each vendor with respect to its particular card(s) based upon the credit card or gift card sales made by your Chick-fil-A Restaurant business. You may be required to enter into contracts directly with such credit card, gift card and/or processing vendors. These fees vary under a wide degree of circumstances, and are nonrefundable.
Highway Signage	Will vary under circumstances	As incurred	Actual fabrication cost plus annual expense for securing municipal highway signage opportunities, if available, for your Chick-fil-A Restaurant.
Interest on Late Payments	The maximum rate permitted by law, or if none, 1 ¼% per month	As incurred	Any payment or other amount owed us under the Franchise Agreement, including any attached Lease(s), Concession Sublicense Agreement for any satellitecaptive venue unit(s) or Food Truck License and Sublease Agreement, will bear interest, compounded monthly after the due date. ⁵

Type of Fee	Amount	Due Date	Remarks ¹
Cash Handling System Services ⁸	\$85 to \$450 (monthly)	As incurred	Pursuant to vendor contracts negotiated by us on behalf of the Chick-fil-A system, we bill and collect certain fees and expenses that are charged by a vendor for cash handling system services provided each month by the vendor at your Chick-fil-A Restaurant business. You may be charged additional fees for non-warranty safe repairs; the amount will vary as incurred. You may not pay this fee to us in certain circumstances, including when your Chick-fil-A Restaurant business is located in a mall, office building or ~~satellite~~ <u>captive venue</u> location. See Note 8 below.
Reimbursement of Cost of Performance	Costs and expenses of performance	As incurred	If you fail to perform your obligations under the Lease, the Concession Sublicense Agreement for a ~~satellite~~ <u>captive venue</u> unit or the Food Truck License and Sublease Agreement for a food truck, Chick-fil-A may perform and you will reimburse Chick-fil-A's cost, together with interest.
Holdover Liquidated Damages	Double the base rent and percentage rent	As incurred	If you holdover or remain in occupancy of the premises for a ~~non-satellite~~ <u>non-captive venue</u> location after your Lease terminates or expires, the base rent and percentage rent will double, as liquidated damages and not as a penalty, but payment will not waive Chick-fil-A's other rights or remedies.

Notes:

- These fees are imposed by Chick-fil-A and, except as expressly provided, are either (a) payable to Chick-fil-A, (b) payable to Chick-fil-A, as administrator, if determined by vote of Operators in your local or regional area, or (c) payable to the insurance company for premiums for workers' compensation, general liability, auto liability, and employment practices liability insurance coverages. All fees are non-refundable and are imposed uniformly except as expressly provided below.
- Under the Franchise Agreement, you are required to pay certain fees to Chick-fil-A out of your receipts calculated and due on a monthly basis according to a set formula. That formula is described below, but the definitions of certain terms used in the formula are provided first:
 - "Gross Receipts" for a particular restaurant for each calendar month is your entire gross receipts from sales (excluding sales tax) with respect to the restaurant, including any

associated food truck; any ~~satellite~~captive venue unit that is an additional Chick-fil-A Restaurant business and is accounted for as a separate restaurant;

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

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

- (c) “Base Profit” for your first restaurant (the “Initial Business”) for each calendar month is \$1,000; you are not entitled to Base Profit with respect to any additional restaurant;
- (d) “Base Operating Service Fee” for a particular restaurant for each calendar month is the amount by which 15% of the Gross Receipts for the month exceeds the monthly equipment rental payable and business services fee for the calendar month. Chick-fil-A allocates a portion of the Base Operating Service Fee as a royalty for the sublicense of intellectual property. “Aggregate Base Operating Service Fee” for a calendar month is the sum of the Base Operating Service Fee for the month of all restaurants operated by you;
- (e) “Net Profit for Initial Business” of the Initial Business for each calendar month is the difference between: (i) the Operating Profit for the month; and (ii) the sum of: [A] the Base Operating Service Fee for the month, [B] the Base Profit for the month, [C] the Base Profit Offsets, and [D] the Service Fee Offsets at the effective date of computation; “Net Profit for Additional Business” for a particular additional business (an “Additional Business”) for each calendar month is the difference between: (i) the Operating Profit for the Additional Business for the month and (ii) the Base Operating Service Fee for the Additional Business for the month;
- (f) “Additional Operating Service Fee” as to a particular restaurant for each calendar month is (i) in the case of the Initial Business, 50% of the Net Profit for Initial Business for the month or (ii) in the case of an Additional Business, 50% of the Net Profit for Additional Business for the month;
- (g) “Additional Profit” as to a particular restaurant for each calendar month is (i) in the case of the Initial Business, 50% of the Net Profit for Initial Business for the month or (ii) in the case of an Additional Business, 50% of the Net Profit for Additional Business for the month; “Aggregate Additional Profit” for each calendar month is the sum of the Additional Profit for the month of all restaurants operated by you;
- (h) “Extra Profit” for each calendar month is an advance on Additional Profit in the maximum amount of \$1,500; you are not entitled to retain an Extra Profit with respect to any additional restaurants;

- (i) “Daily Deposit” as to a particular restaurant including any associated food truck, for each calendar day is your daily Gross Receipts as adjusted for minor cash expenditures, cash overages and shortages and other cash received;
- (j) “Base Profit Offsets” is a floating amount that is zero at the beginning of each calendar year and is: (i) increased from time to time during the calendar year by the amount of all Base Profits retained by you but not covered by Aggregate Operating Profit; and (ii) decreased from time to time during the calendar year when and to the extent subsequent Aggregate Operating Profit is sufficient to cover the Base Profits;
- (k) “Service Fee Offsets” is a floating amount that is zero at the beginning of each calendar year and is (i) increased from time to time during the calendar year by the amount of all Base Operating Service Fees that you do not pay to Chick-fil-A; and (ii) decreased from time to time during the calendar year when and to the extent that you pay the previously unpaid Base Operating Service Fees to Chick-fil-A; and
- (l) “Extra Offsets” is a floating amount that is zero at the beginning of each calendar year and is: (i) increased from time to time during the calendar year by the amount of all Extra Profits retained by you but not covered by the Aggregate Additional Profit; and (ii) decreased from time to time during the calendar year when and to the extent subsequent Aggregate Additional Profit is sufficient to cover the Extra Profits.

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

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

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

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

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

3. Between the first and fifteenth day of each month, Chick-fil-A prepares a fee calculation report for your franchised Chick-fil-A Restaurant business for the preceding month in order to determine the fees and other expenses to be paid from your Gross Receipts and, as part of the fee calculation process, calculates the fees and expenses according to the formula described in Note 2 above. Although calculated and due on a monthly basis, these fees and expenses are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business to Chick-fil-A on either a monthly or pro rata/month to date daily basis. The expenses you pay to the insurance company related to the insurance premiums for workers' compensation and general liability coverages are also reflected on the fee calculation report. The Gross Receipts, fees and expenses of a food truck are accounted for and included in the fee calculation report of its associated Chick-fil-A Restaurant business. A separate fee calculation report is prepared for each Additional Business, including any ~~satellite~~captive venue unit.
4. These fees are paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business as described in Note 2 and Note 3 above, except as described in Note 3. These amounts are exclusive of any applicable sales, use and property taxes.
5. Under the Franchise Agreement, you appoint Chick-fil-A as your agent to establish and administer a program for collecting and accounting for the receipts of your franchised Chick-fil-A Restaurant business, and facilitating your payment of the rent, any equipment rental and any other payments or charges due pursuant to the Lease for the restaurant premises, as applicable certain of the insurance premiums elected by you or designated by Chick-fil-A, advertising contributions, any fees or charges pursuant to the Franchise Agreement, and other amounts owed to Chick-fil-A and/or suppliers by you. With regard to the workers' compensation, general liability insurance, auto liability, and employment practices liability insurance program, you will get billed by and will pay the insurance carrier. At the same time, you remain responsible for assisting Chick-fil-A in its administration of the program for collecting and accounting for the receipts of your franchised Chick-fil-A Restaurant business. For example, you must establish a cash handling system (including a bank account with allowance for banking-related fees to be paid and funds to be transferred therefrom by Chick-fil-A pursuant to the Franchise Agreement). You must deposit your Daily Deposit into your cash handling system each day prior to exiting the Restaurant and/or follow other procedures as designated from time to time by Chick-fil-A. ~~In the event that~~If approved cash handling system services are not provided in your geographic area or you otherwise are approved for an exemption from our then current cash handling system service requirements, you will be required to deposit the funds directly into a local bank account or a prescribed Chick-fil-A group bank account, or otherwise follow other procedures as designated from time to time by Chick-fil-A. You must transmit a report to Chick-fil-A at the end of each business day regarding the amount of the Daily Deposit for your franchised Chick-fil-A Restaurant business, and Chick-fil-A will transfer that amount from your cash handling system bank account into Chick-fil-A's general account. If you operate a ~~satellite~~captive venue unit and the premises

owner or manager collects customer payments, certain of the above cash handling procedures (and fees) will not apply to you or may be reduced. Under the Franchise Agreement, you are responsible for paying your expenses and Chick-fil-A is authorized as your agent under the program to perform certain accounting functions and to facilitate other payments and disbursements of funds pursuant to the Franchise Agreement.

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

6. Your lease payment [and other lease terms](#) will be based on the Lease, and any applicable prime lease or ground lease, for your franchised Chick-fil-A Restaurant business in a traditional location, and will vary depending on where your franchised Chick-fil-A Restaurant business is located, the size of the premises, whether you are to operate a free-standing, mall or in-line restaurant, and other factors. The occupancy charge for a ~~satellite~~[captive venue](#) unit is described in the following Note.

If Chick-fil-A owns the premises on which a Chick-fil-A Restaurant is operated, under the terms of the Lease, you will be a lessee of the premises and must comply with the obligations imposed by Chick-fil-A upon you as primary lessee of the premises. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include, [as applicable](#), all of the monthly base rent, percentage rent and any other extra or additional charges, [expenses](#) and rents due under the Lease- [\("Additional Charges and Expenses" due under the Lease as defined in Section 1 and Section 3.3 of the Lease\)](#). [Additional Charges and Expenses include, without limitation, all taxes, common area maintenance \(CAM\) charges, and other additional or extra charges and rents.](#)

If Chick-fil-A leases the premises on which a Chick-fil-A Restaurant is operated, under the terms of the Lease, you will be a sublessee of the premises and must comply with the obligations imposed on Chick-fil-A as the primary lessee of the premises and imposed by Chick-fil-A upon you as a sublessee. You will be required to make monthly payments to Chick-fil-A. The monthly payments will include, [as applicable](#), all of the monthly base rent, percentage rent and any other extra or additional charges, [expenses](#) and rents due under the Lease- [\("Additional Charges and Expenses" due under the Lease as defined in Section 1 and Section 3.3 of the Lease\)](#). [Additional Charges and Expenses include, without limitation, all taxes, common area maintenance \(CAM\) charges, and other additional or extra charges and rents.](#)

The prime lease, ground lease and other related real estate documents for a site are subject to periodic amendment, renewal and/or renegotiation. As a result, the obligations imposed upon Chick-fil-A for a site may change from time to time and, as a result, the terms of your Lease with Chick-fil-A (including your monthly payments to Chick-fil-A, the base rent, percentage rent, taxes, common area maintenance (CAM) charges, and other additional or extra charges and

rents) could also change. In addition, as a result of a periodic amendment, renewal and/or renegotiation of the prime lease, ground lease or other related real estate documents for the site, your rights and privileges to use and enjoy the premises could also change during the term of your Franchise Agreement and its attached Lease(s), including with regard to signage, physical layout, parking, access, site and/or product related exclusives and other matters.

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

For a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), the calculation of monthly ~~base~~-rent for the site can generally be explained as follows — there will be no base rent charge and the total amount invested by Chick-fil-A or its wholly-owned subsidiary in the acquisition of the land (including title premiums, endorsements, recording fees and other costs incurred) is added to the amounts invested by Chick-fil-A or its wholly-owned subsidiary for the building shell, then the sum is multiplied by a finance factor, and then that product is divided by twelve. Additionally, for a of monthly rent you will be obligated to pay Chick-fil-A will be based on a percentage rent calculation that Chick-fil-A will perform pursuant to the terms of the Lease. To calculate the percentage and therefore monthly rent due to date each month of each year under the Lease, the amount by which your then calendar year-to-date gross receipts for your Chick-fil-A Restaurant business multiplied by the percentage rent multiplier set forth in the Lease exceeds the percentage rent breakpoint will be determined by Chick-fil-A and such amount will be the total amount of monthly rent due to date each month of each year under the Lease.. The total amount of monthly rent due to date less any amounts actually paid to date by the Operator for monthly rent during the same calendar year will be determined by Chick-fil-A and such amount will be the monthly rent due and owing for the calendar year. Because there is typically no base rent due under this type of lease, the percentage rent breakpoint will be set typically to \$0.00. As the Operator of a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), ~~to the extent the calendar year to date gross receipts of a Chick-fil-A Restaurant business exceed a certain percentage rent breakpoint,~~ you will not be obligated generally to pay Chick-fil-A ~~percentage rent~~ base rent under this type of lease beyond the percentage rent due under the Lease as described above, subject to there being any additional lease/license costs for the site (as discussed below), or any renewal and/or renegotiation with Chick-fil-A during the term of your Franchise Agreement and the Lease.

If you are the Operator of a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), there may be additional lease/license costs for the site. The amount of any additional lease/license costs for the site (as that term is used above and in the Rent Calculation Report for the site) could be different and set higher than \$0.00 in certain situations. For example, if Chick-fil-A has purchased the primary site and then leases from a third-party and then subleases to you additional parking or other facilities either before or after the commencement of the Lease, then the annual percentage rent breakpoint will be adjusted and reflected on your Rent Calculation Report for the site to account for any additional lease/license costs you are obligated to pay under the Lease. For example, if the additional parking sublease referenced above or any other similar additional lease/license cost item was \$12,000/year, or

\$1,000/month, the annual percentage rent breakpoint would be set at \$200,000 (\$12,000/6%), not \$0.00.

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

For a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for an in-line location, the calculation of monthly base rent for the site can generally be explained as follows -- the base rent payable to Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for the site is calculated per the terms of the Franchise Agreement and its attached Lease(s) which incorporates the prime lease. The monthly base rent could increase when and if, among other things, the rent under the prime lease increases pursuant to the terms of the prime lease. Additionally, for a site that is leased by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A) for an in-line location, to the extent the calendar year-to-date gross receipts of a Chick-fil-A Restaurant business exceed a certain percentage rent breakpoint, you will be obligated to pay Chick-fil-A percentage rent.

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

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

Chick-fil-A may in the exercise of its sole and exclusive business judgment cap or limit the lease payments of one or more Operators in connection with certain special circumstances or situations that arise from time to time. As a result, for example, the monthly payments for these Operators may not equal all of the monthly base rent and other extra or additional charges and rents set out in the prime lease or ground lease agreements between Chick-fil-A and the landlord for these

sites. Chick-fil-A may also in the exercise of its sole and exclusive business judgment cap or limit the amount of property tax or other additional charges that are assessed or passed through to and then become the individual responsibility of the Operator in connection with certain special circumstances or situations that arise from time to time. As a result, for example, the obligation actually passed through and charged to these Operators to pay property tax or other additional charges may not equal all of the property tax and other additional charges that are otherwise payable and not included in the lease payments. In other instances involving certain special circumstances or situations that arise from time to time, the property tax and other additional charges may be included in the lease payments and in those instances not charged or passed through separately as extra or additional charges to the Operator. Chick-fil-A is under no obligation to offer a cap or limit to you under any circumstances. Any cap or limit offered by Chick-fil-A to you from time to time does not grant you any contractual rights, is not part of your contract, and does not modify or affect Chick-fil-A's or your contractual rights and obligations under the Franchise Agreement or the Lease. Chick-fil-A's internal programs and policies, including any cap or limit on lease payments, are subject to change or cancellation at any time in the future as determined by Chick-fil-A in its sole and exclusive business judgment.

Pursuant to a Chick-fil-A internal rent policy effective beginning January 1, 2015 (the "Rent Policy"), your rent for a franchised Chick-fil-A Restaurant premises in a traditional location during the duration of the policy (excluding any equipment) will not exceed 6% of the annual Gross Receipts of your franchised Chick-fil-A Restaurant business. Chick-fil-A's Rent Policy does not extend to, affect or limit in any way, your obligation to pay any other monies or charges due under the Franchise Agreement or any additional charges and expenses due under any Lease. Chick-fil-A's Rent Policy has been established unilaterally as part of Chick-fil-A's internal working procedures. Chick-fil-A's Rent Policy is not a part of any contract between Chick-fil-A and you and does not create any rights or expectations for you under your Franchise Agreement and its attached Lease(s), including the rent calculation report(s). Chick-fil-A's Rent Policy also does not amend, modify or affect any contract rights and obligations between Chick-fil-A and you as otherwise set forth in the Franchise Agreement and its attached Lease(s), including the rent calculation report(s). The application of Chick-fil-A's Rent Policy to individual situations may vary. Chick-fil-A's Rent Policy is subject to revocation and/or change at any time in the future as determined by Chick-fil-A in its sole and exclusive business judgment. Chick-fil-A's Rent Policy does not apply to occupancy charges for a [satellitecaptive venue](#) unit.

The rent figures reflected above in this Item 6 represent the lowest and highest approximate amounts of monthly rent paid by any single Chick-fil-A Operator during calendar year ~~2022~~[2023](#) under the lease or sublease for the Operator's franchised traditional Chick-fil-A Restaurant business, including, where applicable, for percentage rent. In unusual circumstances which include special costs, the fees paid by you may be higher than those outlined in this Item 6. These circumstances may include certain high-cost sites.

7. If Chick-fil-A offers you a license to operate a Chick-fil-A Restaurant business under your Franchise Agreement as a [satellitecaptive venue](#) unit, you will pay an occupancy charge to the premises owner or manager under the Concession Agreement. We currently estimate the occupancy charge will be between 4% to 30% of Gross Receipts of the [satellitecaptive venue](#) unit, covering the charges for the right to occupy and use the premises (comparable to rent and any percentage rent), use of any owner/manager supplied equipment, owner/manager supplied services, and common area charges. The wide range of the estimated occupancy charge demonstrates that each [satellitecaptive venue](#) unit opportunity is unique and the economic terms of the particular Concession Agreement should be reviewed and evaluated carefully. The occupancy charge payable under the Concession Sublicense Agreement to the [satellitecaptive venue](#) unit premises owner or manager will vary depending on where your franchised [satellitecaptive venue](#) Chick-fil-A Restaurant business is located, the size of the premises, the

equipment and services provided by the owner or manager of the premises, if any, and other factors. The occupancy charge may be payable and described in whole or in part similarly to rent as a percentage of Gross Receipts or stated dollar amount. Alternatively, the same charges may be described under a commission structure, where the owner or manager of the premises collects the Gross Receipts of the [satellitecaptive venue](#) unit from sales to customers and then distributes to you (or Chick-fil-A on your behalf) a “commission” where your commission is the balance of the Gross Receipts after the owner or manager of the premises subtracts the occupancy charge amount (and if applicable, any sales tax the owner or manager undertakes the responsibility to report and pay). The occupancy charge stated in the Concession Agreement is passed through to you dollar for dollar under the Concession Sublicense Agreement, with no markup and no cap. The Rent Policy does not apply, and any cap or limit on the amount of property tax or other additional charges Chick-fil-A may in the exercise of its sole and exclusive business judgment offer in certain special circumstances may not apply, to occupancy charges payable for [satellitecaptive venue](#) units. The occupancy charge figures reflected above in this Item 6 represent the lowest and highest approximate percentage range of occupancy charge you will pay. The fees you pay may be higher than those outlined in this Item 6. These circumstances may include certain high-cost sites, special costs and unique venues.

8. If none of our vendors provide cash handling system services in the geographic area where your Chick-fil-A Restaurant business is located, you will not pay these fees and expenses to us. If your Chick-fil-A Restaurant business is located in a mall, office building or [satellitecaptive venue](#) location, you may not be required to pay these fees and expenses to us depending on a variety of factors, including the location of the mall or office building, its use restrictions and requirements, whether the owner or manager of the location collects customer payments, and other things. In these circumstances, you may incur similar fees and expenses by engaging a vendor directly or paying the vendor appointed by the owner or manager of the location or the owner or manager directly, to provide similar services.

Item 7

ESTIMATED INITIAL INVESTMENT¹

Type of Expenditure ¹	Amount ¹	Method of Payment	When Due	To Whom Payment Is to Be Made
INITIAL EXPENDITURE				
Initial Franchise Fee	\$10,000 ²	Lump Sum	At time of signing Franchise Agreement	Chick-fil-A
ADDITIONAL EXPENDITURES				
Opening Inventory	~~\$13,500~~ <u>\$15,050</u> to ~~\$140,000~~ <u>\$121,210</u>	As Incurred	As Incurred (but not due until after Restaurant opens)	Chick-fil-A, CFA Supply where applicable and Other Suppliers
First Month's Rental of Equipment	\$750 to \$5,000	Monthly ³	By the 1st day of each month (but not due until after Restaurant opens)	Chick-fil-A

First Month's Lease/Sublease of Premises	~~\$2,550~~ 2,605 to ~~\$85,500~~ <u>95,180</u> ⁴	Monthly ³	By the 1st day of each month (but not due until after Restaurant opens)	Chick-fil-A (see Item 11 below)
First Month's Insurance Expense	\$240 to ~~\$12,000~~ ⁵ <u>10,700</u> ⁵	Monthly ³	Determined by Chick-fil-A and/or Insurance Carrier (but not due until after Restaurant opens)	Chick-fil-A and/or Insurance Carrier
Additional Funds	~~\$491,345~~ <u>415,598</u> to ~~\$2,550,935~~ <u>2,096,696</u> ^{4, 6}	As Incurred	As Incurred During First 3 Months of Operation	Chick-fil-A, CFA Supply where applicable, Insurance carrier, Employees, Utilities, Suppliers and other third parties
TOTAL ESTIMATE OF INITIAL INVESTMENT	~~\$518,385~~ <u>444,243</u> to ~~\$2,803,435~~ <u>2,338,786</u> ^{1, 4}			

Notes:

1. The preceding table describes the costs of initial investment for a Chick-fil-A Restaurant, whether a free-standing unit, mall unit, in-line unit, drive-thru only unit or ~~satellite~~captive venue unit. There are some differences between the estimated initial investment for certain costs depending on the type of unit, which are noted in the following notes to this table. The initial investment for ~~satellite~~captive venue units vary in particular from other types of units due to unique factors such as seasonal operations, unique operating hours, and limited access to sell to the public as a result of being located in spaces with ticketed/captive audiences. The initial investment for a ~~satellite~~captive venue unit is estimated to fit under the high range of certain of the estimated costs in the preceding table, and is estimated to be less than the low range for certain of the estimated costs.
2. Once you have paid the \$10,000 initial franchise fee for your initial franchised Chick-fil-A Restaurant business, if you are offered the opportunity to operate an additional franchised Chick-fil-A Restaurant business, whether a traditional location or a ~~satellite~~captive venue unit, you will pay an additional franchise fee in the amount of \$5,000 for each Additional Business. The initial franchise fee is considered fully earned and non-refundable upon payment, except that the \$5,000 portion of the initial franchise fee that is maintained by Chick-fil-A as the working capital deposit is refundable as described in Item 5. The additional franchise fee is considered fully earned and non-refundable upon payment.

Although the \$10,000 initial franchise fee (or the \$5,000 additional franchise fee, if applicable), is the only initial out-of-pocket investment you will be required to make to begin operation of your franchised Chick-fil-A Restaurant business (or Additional Business under your Franchise Agreement), the other expenditures in the table will reduce the actual profits of your franchised Chick-fil-A Restaurant business and will affect the amount of your income.

3. These amounts are deducted from the Gross Receipts of your franchised Chick-fil-A Restaurant business as expenses. Although calculated and due on a monthly basis, these fees and expenses are

paid from Gross Receipts as expenses of your franchised Chick-fil-A Restaurant business to Chick-fil-A on either a monthly or pro rata/month to date daily basis, except for the insurance premiums for workers' compensation, general liability, auto liability, and employment practices liability insurance coverages. See Item 5 and Note 2 and Note 3 to the table in Item 6 and Note 5 below.

4. These amounts depend on where your franchised Chick-fil-A Restaurant business will be located, the size of the premises, traditional location or [satellite captive venue](#) unit and other factors. The amount could be higher, for example, if your franchised Chick-fil-A Restaurant business will be located in a flagship-type, urban facility in a large metropolitan market. If you operate a [satellite captive venue](#) unit in a non-traditional location, you will pay an occupancy charge instead of rent. We currently estimate the occupancy charge will range between 4% to 30% of Gross Receipts. The equipment rental for a [satellite captive venue](#) unit could be less than the amount stated above for a [satellite captive venue](#) unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.
5. As applicable you must obtain certain of the insurance coverages elected by you or designated by Chick-fil-A, from Chick-fil-A or through Chick-fil-A acting as administrator. With regard to the worker's compensation, general liability, auto liability, and employment practices liability insurance program, (i) you will obtain these coverages from the designated insurance carrier, (ii) will get billed by and will pay the insurance carrier, and (iii) as each month's premium payment will pay 1/12th of the premium cost for the calendar year. These amounts will not be due until after your franchised Chick-fil-A Restaurant business opens.
6. This amount reflects the costs you can expect to pay in your first three months of operation and includes your expenses, as well as the cost of repairs, maintenance and utilities, but does not include any draws, disbursements or other distributions taken by you. In formulating these figures, Chick-fil-A has relied on its over 50 years of experience in the Chick-fil-A Restaurant business and on the financial performance of franchised Chick-fil-A Restaurants and company-operated Chick-fil-A Restaurants opened during the fiscal year ended December 31, [2022](#)[2023](#). The exact amount required for additional funds will vary from operation to operation and cannot be estimated with certainty for your franchised Chick-fil-A Restaurant business.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved Supplies and Suppliers: Chick-fil-A has an interest in the proprietary seasoning used in the preparation of certain Chick-fil-A brand chicken products. Chick-fil-A purchases the seasoning from the producers of the seasoning and has it shipped directly to Chick-fil-A's authorized or approved poultry suppliers. These poultry suppliers then apply the seasoning to most of the chicken products sold to the Operators. Payments to Chick-fil-A for the proprietary seasoning are received from the poultry supplier when the chicken is sold to Chick-fil-A's authorized distributor(s). Currently, Chick-fil-A is receiving payments of approximately \$.06 per pound of seasoned chicken, which amount includes a payment to Chick-fil-A for its proprietary interest in the seasoning, and which amount may vary and otherwise change due to among other things food costs and product initiatives.

Chick-fil-A also has an interest in the proprietary seasoned coater used in the preparation of most Chick-fil-A brand chicken products. The seasoned coater is purchased by Chick-fil-A from the producer and is shipped directly to Chick-fil-A's authorized distributor(s). Payments to Chick-fil-A for the proprietary seasoned coater are received from the distributor(s) of the seasoned coater when the seasoned coater is purchased by the distributor(s) from Chick-fil-A. The distributor(s) then sells the seasoned coater to the Operators. Your cost for the seasoned coater depends on a pricing formula that includes a

markup by Chick-fil-A that may change. Based upon the cost of ingredients to Chick-fil-A (including any freight charges paid to the producer) your cost will fluctuate.

Our affiliate CFA Supply is a distributor approved to carry food products, ingredients, and supplies for franchised, licensed, and company and affiliate owned Chick-fil-A Restaurants. CFA Supply may be the only approved primary distributor serving the geographic area in which it operates. CFA Supply began operations in July 2019. If your franchised Chick-fil-A Restaurant is in a location CFA Supply services, your cost for the food products, ingredients, and supplies depends on a pricing formula CFA Supply determines in the exercise of its sole and exclusive business judgment that includes, among other factors, a distribution fee and an allowance for fuel and freight costs from the CFA Supply warehouse to the Chick-fil-A Restaurants it will supply.

Our affiliate Bay Center produces Chick-fil-A branded lemon juice that is a proprietary principal ingredient used to produce proprietary Chick-fil-A branded lemonade. Bay Center is an approved supplier to supply lemon juice to Chick-fil-A Restaurants in geographic areas it operates. Bay Center may be the only approved supplier of lemon juice for the geographic area where it operates. Bay Center began operations in 2020. The lemon juice is purchased by Chick-fil-A's authorized distributor(s) from Bay Center and is shipped by Bay Center directly to Chick-fil-A's authorized distributor(s). The distributor(s) pays Bay Center for the proprietary lemon juice when the lemon juice is purchased by the distributor(s). The distributor(s) then sells the lemon juice to the Operators. If your franchised Chick-fil-A Restaurant is in a location Bay Center supplies, your cost for the lemon juice depends on a pricing formula Bay Center determines in the exercise of its sole and exclusive business judgment that includes a markup by Bay Center that may change. Based upon the cost of ingredients to Bay Center (including any freight charges) your cost will fluctuate.

You must purchase all of the following items from suppliers who are approved in advance by Chick-fil-A: all present and future items of food and drink; all items of non-food inventory intended for sale to or use by your customers; all ingredients, food products, produce, mixes, spices, cooking aides, wrappings, food and beverage containers; certain other designated items necessary for maintaining and cleaning your franchised Chick-fil-A Restaurant business, certain proprietary marketing and promotional materials and other items bearing our trademarks, and all other items necessary or optional for preparing products sold in your franchised Chick-fil-A Restaurant business. We are exploring potential renewable energy sources to provide power to and from some Chick-fil-A Restaurants. We anticipate that solar panels will be installed at several Chick-fil-A Restaurants in the test of one or more renewable energy programs. We also anticipate that electric vehicle charging stations will be installed at several Chick-fil-A Restaurants in the test of other renewable energy programs and/or in order to meet applicable legal mandates. If you participate in a renewable energy program in the future, equipment from suppliers we designate, which may include solar panels and electric vehicle charging stations and related services, may be installed at your Chick-fil-A Restaurant, and you may need to enroll in a supplemental power or other supply agreement with an energy or other provider we designate. You may not buy from any supplier that we have not yet approved in writing, and you must stop buying from any supplier who we approve initially, but later disapprove. For purposes of this Item 8, a "supplier" may be a manufacturer, distributor or wholesale/retail establishment which carries the product or related services. A "manufacturer" makes the product or provides the service; a "distributor" acquires the product from the manufacturer and ships the product to you.

In order to, among other things, take advantage of marketplace efficiencies and volume pricing, Chick-fil-A negotiates and enters into certain system-wide purchase and distribution arrangements with suppliers for many supplies, ingredients, food and beverage products, produce and other items and services used in, or in connection with the operation of, Chick-fil-A Restaurants. Among its approved suppliers, Chick-fil-A encourages and reserves the right to require its Operators to use its system-wide purchase and distribution programs for their purchases of most supplies, ingredients, food and beverage products, produce, other items and services necessary for operating and promoting a Chick-fil-A Restaurant. When considering whether to approve any particular supplier or to enter into any particular

arrangement, Chick-fil-A considers, among other things, the following factors: whether the supplier can show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; whether the supplier has adequate quality controls and capacity to meet the Chick-fil-A system's needs promptly and reliably; and whether the supplier's approval or the particular supplier arrangement would enable the Chick-fil-A system as a whole, in our sole and exclusive business judgment, to take advantage of marketplace efficiencies and volume pricing.

In some circumstances, for example with respect to certain produce, bread and other product purchases for some Chick-fil-A Restaurants located in some geographic areas, we may require that you make purchases locally. Under these circumstances, we may require that you seek local suppliers for perishable items like bread and produce, but we reserve the right to approve your sources for these items in accordance with our then-current standards and specifications.

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

If you are operating a [satellite captive venue](#) unit, we will negotiate and enter into a Concession Agreement with the owner or manager of the premises, for the right to occupy and conduct the Chick-fil-A Restaurant business at the premises. You will enter into the Concession Sublicense Agreement with us and you will be a sub-licensee (technically a sub-concessionaire) of the premises and must comply with the obligations imposed on Chick-fil-A as primary licensee (technically concessionaire) of the premises. See Items 5 and 6 above.

If you are operating a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you will enter into the Food Truck License and Sublease Agreement with us. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. You must comply with the obligations imposed on Chick-fil-A as primary lessee of the food truck. See Items 5 and 6 above. You will pay Chick-fil-A the food truck usage fee under the Food Truck License and Sublease Agreement in lieu of the lease rental payment due from Chick-fil-A to the third party lessor under the third party food truck lease.

Chick-fil-A sometimes purchases marketing assets on behalf of participating Operators in a market with the primary goal of use of the items by the participating Operators for marketing activation. Examples of marketing assets include branded activation units, spectacular cow creatives, and branded props. The Operators within the geographic area reimburse Chick-fil-A for the amount of the purchase price and the expenses of the marketing asset from the local or regional advertising fees they contribute. Each participating Operator enters into a lease agreement with Chick-fil-A for the right to participate in the shared use of the related marketing asset.

We will provide you with most or all of the equipment (and other property necessary to operate your franchised Chick-fil-A Restaurant business, including the kitchen appliances and equipment), and dining area furniture and fixtures. In exchange for your use of our equipment, furniture, and fixtures under the Lease, you will be required to make rental payments to us based on the fair market rental value as determined by Chick-fil-A in its sole and exclusive business judgment, currently in the amount of \$750 to \$5,000 per month depending on the type of location (free-standing, drive-thru only, mall or [satellite captive venue](#) unit), exclusive of any applicable sales, use and property taxes. In some circumstances, you may decide to purchase additional items of approved small wares, operating supplies, utensils, equipment and other goods in order to maximize the sales and profit potential of your franchised Chick-fil-A Restaurant business. The equipment rental for a [satellite captive venue](#) unit could be less than the amount stated above for a

~~satellite~~captive venue unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.

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

You must purchase ~~minimum levels of certain types of designated insurance through our approved insurance programs if offered or, if not offered, approved third party vendors, including~~ workers' compensation (except for franchisees with Chick-fil-A Restaurant Business(es) located in states that require workers' compensation insurance to be purchased from their state's fund, including currently North Dakota, Ohio, Washington, and Wyoming), commercial general liability, auto liability, employment practices liability insurance and excess/umbrella liability insurance ~~with minimum limits of liability and other terms determined by us to~~through our approved insurance program which provide certain minimum levels of coverage for your franchised Chick-fil-A Restaurant business; and unemployment, social security disability and any other insurance coverage designated by us as required to be purchased through our approved insurance programs or by governmental authorities. To the extent offered and required, you must participate in our insurance programs, which meet these standards with a combination of insurance contracts and self-insurance. Under the terms and conditions of the Franchise Agreement, we may add to, increase or change your insurance requirements. Chick-fil-A does not receive any revenues or commission from insurance purchased by you. As applicable, we simply rebill or pass through to you the cost of certain of the insurance premiums elected by you or designated by Chick-fil-A described above. With regard to the workers' compensation, general liability, auto liability, and employment practices liability insurance program you will obtain these coverages from the designated insurance carrier, will get billed by and will pay the insurance carrier through the program administrator. The workers' compensation, general liability, auto liability, and employment practices liability insurance program is described in greater detail below in this Item 8. It is currently the sole approved insurance program for the purchase of workers' compensation, general liability, auto liability, and employment practices liability insurance.

We have not adopted specific criteria to evaluate or approve alternative suppliers for the goods and services which you must purchase from Chick-fil-A-approved sources. We deal with requests for approval of alternative suppliers of goods on a case-by-case basis. If we receive requests for alternative suppliers for items that are not Chick-fil-A trade secret items or items that do not use our trademarks, we will provide an Operator the standards and specifications for the item and will consider permitting sourcing from alternative suppliers consistent with the standards and specifications. However, we reserve the right to designate only one supplier or a limited number of suppliers for certain items (including, without limitation, the physical distribution of products, soft drinks, ingredients, etc.) in order to take advantage of marketplace efficiencies and volume pricing. We also reserve the right to not approve or disapprove any supplier if among other things: (1) the supplier cannot show, to our reasonable satisfaction, the ability to meet our then-current standards and specifications; (2) the supplier cannot show, to our reasonable satisfaction, adequate quality controls and capacity to meet the Chick-fil-A system's needs promptly and reliably; or (3) Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the supplier's approval would impact negatively upon the Chick-fil-A system's ability, as a whole, to take advantage of marketplace efficiencies and volume pricing. Finally, we reserve the right to conditionally approve a supplier or to limit our approval of a supplier to certain products, restaurants or circumstances.

We stock certain non-proprietary items such as small wares and operating supplies, utensils and other goods which are made available to you for your convenience. We also stock certain proprietary items, including marketing and promotional materials and other items bearing our trademarks, and other

proprietary items which we may make available to you for your convenience, and are used by you in local advertising, marketing and promotions, and in your franchised Chick-fil-A Restaurant. Though we are not the sole authorized supplier of most of these items, you are likely to purchase them from us for convenience and/or price savings. Currently, the cost to Operators for warehouse goods is our cost plus approximately 2.5%, which amount may include a payment to Chick-fil-A for a portion of its costs associated with the processing and storage of the goods and shipping the goods from the supplier to Chick-fil-A's warehouse. Operators are also charged for the shipping costs from our warehouse to their franchised Chick-fil-A Restaurants. Chick-fil-A may change the warehouse program, and any associated costs and charges to Operators, in the exercise of its sole and exclusive business judgment. You also may or may not receive from us a rebate on your purchase of some beverage products (and possibly other products in the future).

Operators have traditionally engaged third party advertising agencies to provide certain additional advertising support and services. We may offer to provide advertising support and services to Operators at the local, store, market or regional advertising level on a formal basis for a fee through our in-house advertising agency as an alternative choice for Operators to third party advertising agencies. We hope to eliminate fragmented creative services enabling more uniform messaging system-wide while also potentially saving Operators both time and money. We are an approved supplier to supply advertising support and services to Chick-fil-A Restaurants in geographic areas where we are offering the services, but Operators will have the option to select and accept our services or not. We are not the only approved supplier of advertising support and services for the geographic area where we are offering the services.

We and our affiliates are currently the only approved suppliers of certain products and services and approved suppliers of other products and services, as described above. These products and services include proprietary seasoning, proprietary seasoned coater, distribution services, leases of the premises, sublicenses of ~~satellite~~captive venue unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture and fixtures, business services, small wares, utensils, operating supplies, promotional goods, and advertising support and services ~~and certain insurance coverages for which premiums are paid to Chick-fil-A or through Chick-fil-A acting as administrator (which do not include worker's compensation insurance and general liability insurance)~~. We may change our approved suppliers and sole approved supplier designations at any time in the exercise of our sole and exclusive business judgment. We and our affiliates may in the future be an approved supplier or designated sole supplier for any additional or different products or services you may or must purchase. As an approved supplier or designated sole supplier, we and our affiliates may obtain revenue from you and make a profit.

In the year ended December 31, ~~2022~~2023, our total consolidated revenues from (i) Operator and Licensee purchases of the proprietary seasoning, seasoned coater, business services and operating supplies, utensils, and promotional goods, and (ii) Operator leases of the premises, sublicenses of ~~satellite~~captive venue unit concession premises, subleases of food trucks, leases of marketing assets, equipment, furniture, and fixtures was ~~\$1,499,104,594 or 23.52%~~\$1,712,086,073 or 21.70% of our total consolidated revenues of ~~\$6,373,786,108~~7,888,050,587. We did not offer advertising and support services for a fee in ~~2022~~2023 and did not have any revenue for providing those services in ~~2022~~2023. In ~~2022~~2023, our affiliate CFA Supply, an approved distributor to carry food products, ingredients, and supplies to Chick-fil-A Restaurants, received ~~\$628,698,904~~\$1,092,371,226 from purchases made by Operators and Licensees in geographic areas it serviced which is included in our consolidated revenues. In ~~2022~~2023, our affiliate Bay Center received ~~\$142,998,427~~\$151,696,356 (not including any markup added by the distributor(s) at the time of resale) from purchases made by Chick-fil-A's authorized distributor(s) for distribution of lemon juice to Operators and Licensees in geographic areas it serviced which is included in our consolidated revenues.

We estimate that your total purchases and leases from approved or designated suppliers will represent approximately ~~35~~34% to ~~64% of your overall purchases and leases in operating your restaurant and 47% to~~ 65% of your overall purchases and leases in operating your restaurant and 47% to 67% of

your overall purchases and leases in establishing your franchised Chick-fil-A Restaurant business. The national advertising fund we administer also receives contributions from certain designated suppliers of up to approximately ~~35~~33% of Operator purchases from these suppliers. Chick-fil-A may receive other forms of compensation directly or indirectly from approved or designated suppliers, which compensation may be in lieu of or in addition to the seasoning, coater and national advertising fund contributions and the incentives described above.

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

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

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

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

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

Cooperatives and Interests in Suppliers.

There are currently no buying or distribution cooperatives except for The Chicken Coop Incorporated Cell ("The Coop"). The Coop is a captive reinsurance company owned and controlled by franchised domestic U.S. Operators, who are also its reinsureds. The Coop and its subsidiary, a risk purchasing group, were formed to enable Operators to purchase workers' compensation, general liability, auto liability, and employment practices liability insurance collectively as a group rather than each Operator sourcing its own workers' compensation, general liability, auto liability, and employment practices liability insurance coverages individually through its own insurance agents. The main benefits sought to be achieved from the pooling of Operator risks within a designated retention are to help contain franchised Operators' overall premium costs, attempt to minimize dramatic premium shifts Operators

may experience if adverse claims occur, and to be able to distribute to Operators any built up surplus generated by underwriting profits, subject to certain conditions described below.

Chick-fil-A, Inc. has no ownership interest in The Coop nor is it insured or reinsured by The Coop. Only [domestic U.S.](#) Operators are reinsured through The Coop. The Operators are directly insured by a licensed insurance company (not affiliated with Chick-fil-A, Inc.) that through a designated retention, reinsures a portion of the covered risks to The Coop. Additional lines of coverage may be added in the future and may be included in the mandatory insurance program. The Coop is central to the workers' compensation, general liability, auto liability, and employment practices liability insurance program in which all Operators must participate through the licensed independent insurance company that reinsures to the Coop (except that Operators in several states must obtain workers' compensation insurance through a program required in their state). The states that currently require Operators to buy their workers' compensation insurance via a State program include North Dakota, Ohio, Washington and Wyoming.

The Coop is governed by a Board of Directors elected by Operators. A majority of the members of the Board of Directors will be Operators (five in total) and consist of a number of members who will serve for a three-year term with additional members nominated by a third party not affiliated with Chick-fil-A.

Each Operator is a shareholder of The Coop and must sign a Participation Agreement in connection with its share ownership of The Coop. If an Operator's relationship with Chick-fil-A ceases, the Operator's share in The Coop will be redeemed by The Coop subject to certain terms and conditions.

The Board of Directors of The Coop (together with the board of directors of the independent sponsor) will decide when and if dividends will be paid. Any payment of dividends is subject to regulatory approval and reinsurance requirements and may not be paid unless certain terms and conditions are met.

Officers of Chick-fil-A do not own an interest in any privately held suppliers, or a material interest in any publicly-held suppliers to our Operators and Licensees, except certain officers of Chick-fil-A own an interest in Chick-fil-A and indirectly in our affiliates CFA Supply and Bay Center. Chick-fil-A is a supplier, and in the geographic areas where CFA Supply and Bay Center operate or will operate, they will be a supplier, and with respect to certain products and services, Chick-fil-A and CFA Supply and Bay Center in the geographic areas where CFA Supply and Bay Center operate or will operate, are or will be the sole approved suppliers of certain products and services to our Operators and Licensees.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.

	Obligation	Section in agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	Franchise Agreement 5 Lease 2 Concession Sublicense Agr. 2	6, 7, 8, 11

	Obligation	Section in agreement	Disclosure Document Item
b.	Pre-opening purchases/leases	Franchise Agreement 9 Lease 2 Concession Sublicense Agr. 2	5, 7, 8, 11
c.	Site development and other pre-opening requirements	Franchise Agreement 9 Lease 2 Concession Sublicense Agr. 2	11
d.	Initial and ongoing training	Franchise Agreement 16	11
e.	Opening	Franchise Agreement Signature Page Lease 2 Concession Sublicense Agr. 4(d)	11
f.	Fees	Franchise Agreement 3, 11, 13, 14, 15, 28 Lease 3, 10, 11, 12 Concession Sublicense Agr. 3, 5, 6, 10	5, 6, 7
g.	Compliance with standards and policies/operating manual	Franchise Agreement 8, 9, 12 Lease 2 Concession Sublicense Agr. 2, 3	8
h.	Trademarks and proprietary information	Franchise Agreement 18, 19	13, 14
i.	Restrictions on products/services offered	Franchise Agreement 8, 9 Lease 2 Concession Sublicense Agr. 2, 3	8, 16
j.	Warranty and customer service requirements	Franchise Agreement 12	8
k.	Territorial development and sales quotas	Not Applicable	Not Applicable
l.	Ongoing product/service purchases	Franchise Agreement 8,9, 11	8, 11
m.	Maintenance, appearance, and remodeling requirements	Franchise Agreement 5 Lease 2, 5, 6 Concession Sublicense Agr. 2, 3, 4	8

	Obligation	Section in agreement	Disclosure Document Item
n.	Insurance	Franchise Agreement 7 Lease 8 Concession Sublicense Agr. 3	6
o.	Advertising	Franchise Agreement 17	6
p.	Indemnification	Franchise Agreement 27 Lease 12 Concession Sublicense Agr. 10	6
q.	Owner's participation/management/ staffing	Franchise Agreement 12, 26	15
r.	Records and reports	Franchise Agreement 15 Lease 3 Concession Sublicense Agr. 5	6, 11
s.	Inspections and audits	Franchise Agreement 13, 15 Lease 3, 9 Concession Sublicense Agr. 3	Not Applicable
t.	Transfer	Franchise Agreement 21 Lease 14 Concession Sublicense Agr. 9	15, 17
u.	Renewal	Franchise Agreement 2 Lease 2 Concession Sublicense Agr. 4	17
v.	Post-termination obligations	Franchise Agreement 18, 19, 24 Lease 10, 11 Concession Sublicense Agr. 4, 7	17
w.	Non-competition covenants	Franchise Agreement 19, 23	17
x.	Dispute resolution	Franchise Agreement 22, 28 Lease 14 Concession Sublicense Agr. 9	17
y.	Other: Guarantee of franchisee obligations	Franchise Agreement 21, Exhibit B-1 Assignment and Consent to Assignment Agreement (Corporation) and B-2 Assignment and Consent to Assignment Agreement (Limited Liability Company)	1, 15 and 17

Item 10

FINANCING

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

Chick-fil-A enters into Concession Agreements that govern the occupancy of non-traditional [satellite captive venue](#) unit premises with the owners or managers of the [satellite captive venue](#) unit premises. If Chick-fil-A offers you the opportunity to operate a [satellite captive venue](#) unit whether as your initial business or as an additional franchised Chick-fil-A Restaurant, you and Chick-fil-A will enter into the Concession Sublicense Agreement in the form attached as an exhibit to the Additional Business Amendment for [Satellite Captive Venue](#) to your Franchise Agreement. The Concession Sublicense Agreement attaches the Concession Agreement (and, if applicable, any underlying prime lease or ground lease). In the case of any [satellite captive venue](#) unit, the Concession Sublicense Agreement and its attached Concession Agreement incorporated by reference into your Franchise Agreement substitutes for the Lease(s) applicable to a traditional restaurant premises as to the [satellite captive venue](#) unit. Under the Concession Sublicense Agreement, Chick-fil-A sublicenses its rights and privileges under the Concession Agreement to you, and you accept the sublicense and agree to faithfully perform Chick-fil-A's obligations under the Concession Agreement for the particular [satellite captive venue](#) premises. You will be a sub-licensee (technically a sub-concessionaire) of the premises. The business terms for these Concession Agreements vary depending on the location of the Chick-fil-A Restaurant. If you sublicense the rights to occupy the [satellite captive venue](#) restaurant premises from us, the term of the Concession Sublicense Agreement for the [satellite captive venue](#) restaurant premises is the same as the term of your Franchise Agreement or the earlier expiration or termination of the Concession Agreement, whichever is shorter. You will be required to comply with the terms of the Concession Agreement. In most instances you will make any payments due to the premises owner or manager under the Concession Agreement directly to Chick-fil-A and Chick-fil-A will remit payment to the premises owner or manager. Chick-fil-A will remain liable to the premises owner or manager under the Concession Agreement. See Items 5 and 6 for more information.

If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, the terms and conditions for operating the food truck will be governed by your Franchise Agreement as amended by the Food Truck License and Sublease Agreement you will enter into with Chick-fil-A, with its attached food truck lease. Currently, in most cases, Chick-fil-A leases the food truck from a third party and you must sublease the food truck from Chick-fil-A. Under the Food Truck License and Sublease Agreement, Chick-fil-A licenses you to operate the food truck and subleases to you the right to use and occupy the food truck. You accept the license and sublease and agree to faithfully perform Chick-fil-A's obligations under the third-party food truck lease. The term of the Food Truck License and Sublease Agreement for the food truck is the same as the term of your Franchise Agreement or the earlier expiration or termination of the third-party food truck lease, whichever is shorter. You will be required to comply with the terms of the food truck lease. Chick-fil-A will pay the lease rental payment to the third party under the food truck lease and you will pay Chick-fil-A a food truck usage fee in lieu of making the lease rental payment described in the food truck lease. You will also pay directly to Chick-fil-A any payments other than the lease rental payment due under

the food truck lease to the third party. Chick-fil-A will remain liable to the third party under the food truck lease. See Items 5 and 6 for more information.

Chick-fil-A provides extended payment terms for certain pre-opening expenditures under the Franchise Agreement and also rents equipment to its Operators under the Lease and under the Concession Sublicense Agreement for a [satellitecaptive venue](#) unit. The monthly equipment rental fee is based on the fair market rental value as determined by Chick-fil-A [from time to time](#) in its sole and exclusive business judgment, currently \$750 to \$5,000 per month depending on the type of location (free-standing, in-line, drive-thru only, mall or [satellitecaptive venue](#) units), exclusive of any applicable sales, use and property taxes, for each franchised Chick-fil-A Restaurant operated by an Operator. The term of the extended payment terms for the pre-opening expenditures and the term of the equipment lease are the same as the term of your Franchise Agreement. The equipment rental for a [satellitecaptive venue](#) unit could be less than the amount stated above for a [satellitecaptive venue](#) unit, including if the owner or manager of the premises provides certain equipment, or more including if the venue is large.

Under the Franchise Agreement, Chick-fil-A will retain a security interest in any business equipment owned by you and your business. If Chick-fil-A allows you to assign the Franchise Agreement to a form of business entity then approved by Chick-fil-A, you must under the Assignment and Consent to Assignment Agreement that must be signed as a condition of any assignment attached to this Disclosure Document as Exhibit “B-1” for a corporation and Exhibit “B-2” for a limited liability company personally guarantee the Franchise Agreement, including its attached Lease(s) and any Concession Sublicense Agreement(s) for [satellitecaptive venue](#) units. (Franchise Agreement, Section 21, Assignment and Consent to Assignment Agreement, Section 2, Additional Business Amendment (Business Entity), Section 8.) See Items 5, 6 and 15 for more information.

Upon default of your lease, sublease or sublicense obligations or equipment rental obligations under the Lease or Concession Sublicense Agreement for a [satellitecaptive venue](#) unit, your liability could include termination of your lease, sublease, sublicense or equipment rental, termination of the Franchise Agreement including its attached Lease(s) and/or any Concession Sublicense Agreement(s) and loss of franchise, and/or payment of entire unpaid amounts and interest, costs of recovery, cost of collection and attorneys’ fees and/or reimbursement of Chick-fil-A’s costs to perform the obligations you failed to perform together with interest. (Franchise Agreement, Sections 14.11 and 24; Lease, Section 10; Concession Sublicense Agreement, Sections 4 and 9; Assignment and Consent to Assignment Agreement, Section 6.6.) If you holdover or remain in occupancy of the premises for a [non-satellitenon-captive venue](#) location after your Lease terminates or expires, the base rent and percentage rent will double, as liquidated damages and not as a penalty, but payment will not waive Chick-fil-A’s other rights or remedies. (Lease, Section 11.) If you fail to perform your obligations under the Lease or for a [satellitecaptive venue](#) unit under the Concession Sublicense Agreement, including the Concession Agreement, Chick-fil-A may perform and you will reimburse Chick-fil-A’s cost, together with interest. (Lease, Section 10.6; Concession Sublicense Agreement, Section 5). Upon default of your obligations under the Food Truck License and Sublease Agreement for a food truck, your liability could include termination of the Food Truck License and Sublease Agreement, potentially termination of the Franchise Agreement including its attached Lease(s) and/or any Concession Sublicense Agreement(s) and loss of franchise, and/or payment of entire unpaid amounts and interest, costs of recovery, cost of collection and attorneys’ fees and/or reimbursement of Chick-fil-A’s costs to perform the obligations you failed to perform together with interest. (Franchise Agreement, Sections 14.11 and 24; Food Truck License and Sublease Agreement, Section 14.)

You waive under the Lease, under the Concession Sublicense Agreement and under the Food Truck License and Sublease Agreement the right to trial by jury, the right to pursue class claims and punitive and exemplary damage. (Franchise Agreement, Sections 28.12, 28.13, 28.15; Lease, Section 14.9; Concession Sublicense Agreement, Section 9; Food Truck License and Sublease Agreement, Section 9.)

Under the Lease and under the Concession Sublicense Agreement, you waive the service of any

notice of intention to re-enter or to institute legal proceedings and any and all rights to redeem the agreement or the Site, or to re-enter the Building or the Site, or to restore the operation of the agreement, after (i) re-entry by Chick-fil-A, (ii) any warrant to dispossess or judgment in ejectment or (iii) any expiration or termination of the agreement and the term. If Chick-fil-A elects to recover possession by invoking judicial process, you waive and relinquish any and all protections and rights afforded a commercial tenant under Georgia law, including O.C.G.A. § 44-7-52 or similar law. (Lease, Section 12.2.; Concession Sublicense Agreement, Section 10.) You also waive under the Lease any emergency statutory or other statutory remedy. (Lease, Section 14.9).

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

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

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

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

Item 11

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

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

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

- (i) negotiate and execute a prime lease with the landlord of the premises if you are opening a mall or in-line (and in some cases free-standing) restaurant. For free-standing and drive-thru only units which are not leased, Chick-fil-A will acquire an interest in the property on which your franchised Chick-fil-A Restaurant business will be located (See Section 2 of Lease). For [satellite captive venue](#) units, Chick-fil-A will acquire the right to conduct business and/or a license to operate one or more Chick-fil-A Restaurants at a non-traditional location which are owned and controlled by a third party (See Background Section B of Concession Sublicense Agreement;

- (ii) acquire most of the equipment and other property to be used in your operation of your franchised Chick-fil-A Restaurant business and will install the equipment at the restaurant's premises (See Section 4.1 of Franchise Agreement, Section 2 of Lease and Section 6 of the Concession Sublicense Agreement for a [satellite captive venue](#) unit); and
- (iii) provide training to you (See Section 16 of Franchise Agreement).

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

- (i) establish and administer a program for collecting and accounting for the sales receipts of your franchised Chick-fil-A Restaurant business and then facilitate your payment of the rent, any equipment rental and any other payments or charges due pursuant to the Lease or the Concession Sublicense Agreement (and its attached Concession Agreement) for the restaurant premises, certain insurance premiums, advertising contributions, any fees or charges pursuant to the Franchise Agreement and other amounts owed to Chick-fil-A and/or suppliers by you in the manner described in Item 6 of this Disclosure Document (See Section 14.12 of Franchise Agreement);
- (ii) provide certain business services in connection with the establishment, administration and disposition of the sales receipts of your franchised Chick-fil-A Restaurant business in the manner described in Item 6 of this Disclosure Document (See Section 14.12 of Franchise Agreement);
- (iii) furnish a fee calculation report to you each month containing specified financial information and calculations concerning the previous month's performance of your franchised Chick-fil-A Restaurant business and permit you to examine the financial records that you provide to Chick-fil-A during normal business hours (See Sections 15.1 and 15.2 of Franchise Agreement); and
- (iv) administer the use of any collected advertising fees, if any, for promotional activities, promotional materials, and national, regional and/or local advertising (See Section 17 of Franchise Agreement). Chick-fil-A's advertising program may include national, regional or local advertising in print, radio, television, out-of-home, and/or digital and social channels. Chick-fil-A's advertising is generated by in-house advertising talent and multiple agencies.

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

Advertising: Until June 30, 1989, Operators were required to pay 3¼% of Gross Receipts to the advertising fund, but effective July 1, 1989, the amount of this payment was reduced to 0% as a matter of policy. We do not presently require Operators to contribute to the advertising fund as a matter of internal policy, but we reserve the right to return and may return to the 3¼% or another program at any time. We expect you to implement local advertising; however, you must use only those materials approved or supplied by Chick-fil-A. Operators in the same market or geographical region, as determined by Chick-fil-A, sometimes cooperate with each other to implement local or regional advertising. However, Chick-fil-A does not fund local or regional advertising. Operator cooperation could also include leasing marketing assets, including branded activation units, spectacular cow creatives, and branded props from Chick-fil-A for shared use of the related asset. If a majority of the Operators in your area vote (or have previously voted) to implement a local or regional advertising fund or initiative, you will be required to participate and contribute to the fund or initiative. We administer the local or regional advertising funds,

which are not audited. We will make the unaudited financial statements of your local or regional advertising fund available for your review upon your request. You and the other Operators in your area will establish the amount of the contribution by majority vote. As part of local, regional or national marketing efforts, Operators are periodically required to participate in temporary or permanent promotional campaigns, honor coupons and participate in giveaway promotions for food or drink items at their respective Chick-fil-A Restaurants, for which the Operators may not be reimbursed. You must participate in these promotional programs and campaigns and, at Chick-fil-A's election, your participation may be at your own cost, including the costs to purchase, lease and install all promotional campaign materials and devices, including counter cards, posters, banners, signs, photographs, give-away items and gift cards. Chick-fil-A owned restaurants contribute to any national and any local or regional advertising fund on the same basis as Operators. During fiscal year ~~2022~~2023, no funds were required to be contributed to a national advertising fund. Chick-fil-A is not required to spend any certain amount on advertising in your area. If Chick-fil-A requires you to contribute to the advertising fund or you contribute advertising fees to a local or regional fund and they are not all spent in the fiscal year in which they are charged, the remaining amounts are either returned or rolled over (depending upon the particular program) to the next year's budget. You will not receive a periodic accounting of how advertising fees are spent. Chick-fil-A's advertising accounts, if any, are not trust funds, and Chick-fil-A is not your fiduciary with respect to any advertising funds. Chick-fil-A is not required to ensure that any Operator benefits directly or *pro rata* from the expenditure of any advertising funds. (See Section 17 of Franchise Agreement).

Chick-fil-A may offer to provide optional advertising support and services to Operators at the local, store, market or regional advertising level on a formal basis for a fee through our in-house advertising agency as an alternative choice for Operators to third party advertising agencies. Operators have traditionally engaged third party advertising agencies to provide these same types of additional advertising support and services. We also have assisted Operators in the past with other advertising support and services, and to the extent we were able, on an informal basis and without charging any additional fees, including providing certain advice and creative resources to support local, store, market or regional advertising initiatives by Operators. For these other types of advertising support and services, we intend to continue providing a similar level of advertising services and support, to the extent we are able.

Selection of Location: Each franchised Operator is granted a license to operate a specific franchised Chick-fil-A Restaurant business location selected and approved by us. Additionally, Operators may be granted a license to operate additional franchised Chick-fil-A Restaurant businesses at locations selected and approved by us. However, Chick-fil-A is under no obligation to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses and expressly reserves the right not to offer you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses. Chick-fil-A selects the site of all Chick-fil-A Restaurants. Chick-fil-A Restaurants are located in, among other places, shopping malls and in-line units, free-standing locations, locations that are drive through only and non-traditional ~~satellite~~[captive venue](#) locations. In selecting locations for free-standing units, in-line units, and mall units, Chick-fil-A bases its decisions on the availability and terms offered for the proposed site, demographic reports, traffic information, the identity of adjacent tenants and owners, the lease terms offered by landlords or other site suppliers, the sales terms offered by land sellers, and other factors relevant to the possible profitable operation of a Chick-fil-A Restaurant.

Hardware and Software System: Chick-fil-A will obtain a point-of-sale (POS) hardware and software system and a management PC for use in your franchised Chick-fil-A Restaurant business, which will be leased to you as part of your equipment rental. Chick-fil-A Restaurants typically use a POS system with accompanying software, which performs standard electronic cash register support, kitchen display systems, time clock and financial and reporting functions. Other hardware and software systems that perform the same or substantially similar functions may be provided by Chick-fil-A. You must pay fees for high-speed internet access for you and your customers, as applicable, if your franchised Chick-fil-A Restaurant business is equipped with this service, and you must also pay a fee for technical support of the hardware and software system used in your Restaurant. These fees may range from \$9,500 per year to \$20,000 per year for high-speed internet access and equipment support and software upgrades

and are dependent upon the type of system used in your franchised Chick-fil-A Restaurant business. Chick-fil-A will have independent access to the data compiled by the hardware and software system used in your Restaurant. If the owner or manager of the premises of a ~~satellite~~captive venue unit you operate ~~as an additional Chick-fil-A Restaurant~~ provides a POS system with accompanying software, high-speed internet access or other equipment, software or support services that you must use at the ~~satellite~~captive venue unit, the fees you pay to Chick-fil-A may be reduced and you may pay fees to the owner or manager of the ~~satellite~~captive venue unit premises. Chick-fil-A may also not have independent access to the data compiled by the ~~satellite~~captive venue unit's POS system.

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

Initial Training Program: You must participate in an initial training program provided by Chick-fil-A. The program is in person and lasts approximately ~~3-4~~3-5 weeks, but the actual location and length of the program varies. The program currently utilized by Chick-fil-A covers most aspects of operations, food preparation, accounting, service and customer relations, communications, maintenance, purchasing, planning, ~~management styles, policies~~brand standards and marketing.

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

The training program is conducted by Chick-fil-A's professional training staff, which is directed by ~~Ms. Keri Bilotti~~Mr. William Dunphy. The program's principal instructional materials are the Chick-fil-A operations and training manuals and other materials. Other employees of Chick-fil-A may participate in the training program in their respective areas of expertise. ~~Ms. Bilotti~~Mr. Dunphy has ~~fifteen~~thirty years of experience with Chick-fil-A in the restaurant field. ~~Ms. Bilotti's~~Mr. Dunphy's relevant prior ~~experiences~~experience is described in Item 2 of the Disclosure Document.

TRAINING PROGRAM

Subject	Hours of ~~Classroom~~ <u>Instructor</u> ~~-Led~~ Training*	Hours of On the Job Training*	Location
Initial Training			
Orientation to ~~CFA~~ <u>Chick-fil-A</u> Training/Business	~~45~~		<u>Classroom and/or Simulated Restaurant spaces in</u> Atlanta, Georgia
ServSafe®	~~66-8~~		
People Strategy	~~23~~		

Brand, Marketing & Public Relations Overview	4.5		
Menu Education	~~1.5~~ <u>3</u>		
IT ~~Orientation/Help~~ <u>Systems</u>	1		
Operating Standards, Financial and Inventory Systems		~~60~~ <u>90</u>	Company Operated Restaurants, Locations Vary
<u>Operating Standards, Financial and Inventory Systems</u>	<u>20</u>		<u>Simulated Restaurant spaces in Atlanta, Georgia</u>
Facilities and Equipment	1		<u>Classroom and/or Simulated Restaurant spaces in Atlanta, Georgia</u>
Hospitality	1.5		
Quality & Customer Experience	4		
Employment Law	8		
Leadership/Vision	~~3.5~~ <u>24</u>		
Financial; Proprietary Systems	~~14~~ <u>8</u>		
~~High-Caliber Teams~~	~~1~~		
Grand Opening or Transition Overview	~~1.5~~ <u>2</u>		
Risk Management and Security	2		
Vision and Values	4.5		
Commit to Excellence	4.5		
~~Training Systems~~ <u>Launch Support Team Introductions</u>	~~1.5~~ <u>1</u>		
Launch Celebration	~~1.3~~ <u>4</u>		
WinShape		~~16~~ <u>8</u>	WinShape Retreat Mt. Berry, GA
~~Operator Coach~~		~~3 days~~	~~Atlanta, Georgia and/or via Zoom broadcast and/or Franchised Restaurants of Other Franchised Operators; Locations Vary~~
~~Operator Coach visit to your Restaurant~~		~~Up to 6 days~~	~~Franchised Restaurant Location~~

* “Hours of ~~Classroom~~Instructor-Led Training” represents time spent in a physical classroom or application of learning within simulated Restaurant spaces at Chick-fil-A’s corporate headquarters in Atlanta, Georgia. “Hours of “On the Job” Training” represents time spent in company operated restaurants ~~and/or franchised restaurants of other franchised operators~~.

Training in all subjects is conducted approximately seven times each year. Chick-fil-A intends, though is not obligated, to prepare and offer various seminars and conferences to Operators in addition to its initial training program. Discussions at these seminars will likely feature topics such as sales techniques, operational compliance and performance standards, marketing programs, self-improvement techniques and other matters. All details concerning any programs, if offered, such as time, location, duration, cost assessment and other matters, will be determined on a case-by-case basis. Chick-fil-A may under the terms of the Franchise Agreement require the participation of Operators in these programs.

In addition, Chick-fil-A may at its election, but is not obligated to, offer various programs to or permit the adoption of programs by Operators to use in promoting or marketing products, recruiting and retaining restaurant personnel or for other purposes that are not expressly set forth in the Franchise Agreement. All details concerning any of these programs, such as purpose, timing, implementation, cost sharing and other matters, will be determined by Chick-fil-A on a case-by-case basis.

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

Operating Manual: The Tables of Contents of Chick-fil-A's proprietary operations and training manuals, showing the number of pages in each section, are attached for your review as Exhibit "D" to this Disclosure Document. The total number of pages in the operations and training manuals is 619.

Item 12

TERRITORY

You will be granted the limited right to operate a Chick-fil-A Restaurant at a specific location designated by Chick-fil-A. The rights granted to you under the Franchise Agreement are limited to your franchised Chick-fil-A Restaurant business location only and any additional business locations designated under an Additional Business Amendment to the Franchise Agreement. If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you will use and operate the food truck only at the locations registered and approved by Chick-fil-A under Chick-fil-A's then current programs, standards and procedures for food trucks. You will neither acquire nor have any right to use, or to license the use of, any name, mark or other intellectual property right, except as granted to you under the Franchise Agreement in connection with the operation of your franchised Chick-fil-A Restaurant business at the specific location(s) designated by Chick-fil-A.

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

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

Our affiliates may also own and operate Chick-fil-A Restaurants or control competitive brands. We are not required to pay you if we exercise any of the rights specified above outside or inside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location. We do not restrict you from soliciting or accepting authorized food and beverage orders from outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location (subject to your ability to comply with then-current requirements and standards), but you do not have the right to use other unapproved channels of distribution to make sales outside the geographic and customer trading pattern areas surrounding your franchised Chick-fil-A Restaurant business location.

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

Certain affiliates of Chick-fil-A operate certain Dwarf House restaurants and Truett's Grill restaurants, which are licensed to sell Chick-fil-A products. The Dwarf House restaurants are modeled after the Dwarf Grill restaurant first opened by S. Truett Cathy in Hapeville, Georgia, in 1946. (The eighteen Dwarf House and Truett's Grill restaurants that currently exist are, directly or indirectly, owned by the family of our founder, S. Truett Cathy.) Depending on the proximity of a Dwarf House or Truett's Grill restaurant to your franchised Chick-fil-A Restaurant, a Dwarf House or Truett's Grill restaurant may compete with your franchised business.

As described above, Chick-fil-A licenses Chick-fil-A Licensees and continues to offer licenses to prospective Licensees who have access to certain non-traditional locations such as schools, workplaces, universities, airports, hospitals and other similar captive audience locations to sell Chick-fil-A brand products at these locations. Chick-fil-A also grants licenses to franchised Operators and continues to offer licenses to prospective franchised Operators to operate franchised Chick-fil-A Restaurants as [Satellitecaptive venue](#) units in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations for which Chick-fil-A has obtained the rights to conduct a restaurant business or concession. Depending on the proximity of a Chick-fil-A Licensed Unit or other Chick-fil-A Restaurant to your franchised Chick-fil-A Restaurant, a Chick-fil-A Licensed Unit or other Chick-fil-A Restaurant may compete with your franchised business. Chick-fil-A has never offered a franchise other than for a Licensed Unit or a franchised Chick-fil-A Restaurant in the same or any other line of business, although it reserves the right to do so whether by acquisition or start-up.

Chick-fil-A may operate or license others to operate any business competitive with the business of its Operators and/or its Licensees under a name other than Chick-fil-A. Chick-fil-A is currently conducting a test of its affiliate New Mile Ventures, LLC's delivery kitchen concept called Little Blue Menu® featuring several new virtual restaurants as well as offering Chick-fil-A products. As of the date of this Disclosure Document, Chick-fil-A has not formulated any plans or policies to operate or license others to operate any business under a different name, but Chick-fil-A or its affiliates may establish other or similar businesses at some future date.

Item 13

TRADEMARKS

Chick-fil-A's Franchise Agreement grants you the right to use the trademark "Chick-fil-A" together with the trade name "Chick-fil-A" and all other service marks and trademarks, trade names, designs, signs, emblems, insignia, symbols or slogans used by Chick-fil-A in connection with its Chick-fil-A products. This

right is limited strictly to your operation of your franchised Chick-fil-A Restaurant business and your use must comply with your Franchise Agreement.

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

Mark	Registration / Application Number	Registration / Application Date*
Authentic Originals Logo	~~97/728,737**~~ <u>7</u> <u>,255,003</u>	~~12/22/2022~~ <u>12</u> <u>/26/2023</u>
Block C Logo	4,213,524	09/25/2012
Block C Logo	~~97/402,029**~~ <u>7</u> <u>,018,860</u>	~~05/09/2022~~ <u>04</u> <u>/04/2023</u>
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
<u>Chick-fil-A</u>	<u>7,018,859</u>	<u>04/04/2023</u>
Chick-fil-A	~~97/98/402,0214~~ <u>03,995**</u>	~~05/09/2022~~ <u>02</u> <u>/13/2024</u>
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	~~97/645,394**~~ <u>7</u> <u>,019,097</u>	~~10/24/2022~~ <u>04</u> <u>/04/2023</u>
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022
Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
<u>Code Moo</u>	<u>97/809,829**</u>	<u>02/24/2023</u>

<u>Coma Más Chikin</u>	<u>97/882,890**</u>	<u>04/11/2023</u>
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	<u>97/594,203**7</u> <u>,274,314</u>	<u>09/16/202201</u> <u>/16/2024</u>
Da Bao Ke Fu (Simplified Chinese Characters)	97/792,474**	02/13/2023
Delivery From Us to You & Design	6,569,305	11/23/2021
<u>Delivery Pin Design</u>	<u>98/360,588**</u>	<u>01/17/2024</u>
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
<u>Eat Mor Chikin (Stylized)</u>	<u>98/112,871**</u>	<u>02/13/2023</u>
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	<u>90/597,021**7</u> <u>,026,679</u>	<u>03/23/202104</u> <u>/11/2023</u>
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	<u>97/754,376**7</u> <u>,224,738</u>	<u>01/13/202311</u> <u>/21/2023</u>
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	97/195,020**	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	90/071,603**	07/24/2020
Moo Cow Band	<u>2,758,38898/4</u> <u>30,584**</u>	<u>09/02/200303</u> <u>/02/2024</u>
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	<u>97/719,580**7</u> <u>,196,209</u>	<u>12/15/202210</u> <u>/17/2023</u>
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001
The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
<u>Waffle Fry Heart Design</u>	<u>98/349,346**</u>	<u>01/09/2024</u>
<u>Waffle Fry Heart Design</u>	<u>98/349,350**</u>	<u>01/09/2024</u>

We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996
<u>Zi Fei Le (Traditional Chinese Characters)</u>	<u>98/297,187**</u>	<u>12/04/2023</u>

* Any required affidavits and renewals pertaining to these Marks have been filed.

** An application for these Marks has been filed, but no federal registration has been granted for these Marks. We do not have a federal registration for these principal Marks. Therefore, these principal Marks do not have many legal benefits and rights as our federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

As of January 1, 2001, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, confidential information, inventions and patents used in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A's Operators. The initial term of the license agreement is one year, and the term renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A's right to use or license the use of CFA Properties' trademarks.

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

Chick-fil-A has the right to protect any or all of CFA Properties' trademarks at its own expense, including those listed above. CFA Properties may seek to enhance the protection of any of its intellectual property by filing trademark applications. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties' trademarks. The Franchise Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending the trademarks, but we have no obligation to pay to you any damages or costs recovered in a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving the trademarks. Upon any termination of your Franchise Agreement, you must immediately cease all use of CFA Properties' trademarks.

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

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

CFA Properties owns a number of issued U.S. utility patents relating to restaurant operations which you will be licensed to use in the operation of your franchised Chick-fil-A Restaurant business:

Patent Title	Description	Patent No.	Issue Date
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,573,117	11/05/2013
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,726,792	05/20/2013
Charbroiler and method of charbroiling	The invention relates to charbroilers and charbroiler systems that cook food products on both sides using a combination of heated grids and radiant heaters.	8,997,634	04/07/2015
Distributed Computing Entity For Detecting Discrepancies Between Calculations Performed By Various Processing Instances	The invention relates to a distributed computing system and comprises a network accessible sales tax calculation engine.	11,475,430	10/18/2022
Modular Humidity Control and Heat Preservation System	The invention relates to a modular humidity control system which includes a food storage housing unit and a humidity control element.	11,604,027	03/14/2023
Automated Food Preparation System	The invention relates to an automated gantry frying system that retrieves baskets from a fryer and ejects the contents.	11,633,065	04/25/2023
Object Detection-Based Control of Projected Content	This invention relates to a process for triggering projected displays can comprise determining that an RFID device has moved within a predetermined range of a first interrogator, wherein the RFID device is carried by a user.	11,755,851	09/12/2023
Capacitive Touch Surface	This invention to capacitive touch surfaces secured on a wall or on movable objects, like large, climbable blocks.	11,755,158	09/12/2023

Automated Food Coating System	This invention relates to an automated food coating system that allows for automated coating and automated removal of prepped food items.	11,896,045	02/13/2024
Food Transportation and Humidity Control Elements	This invention relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a heat pipe.	11,918,153	03/05/2024

Additionally, CFA Properties owns a number of pending US and PCT applications for utility patents which you will be licensed to use in the operation of your franchised Chick-fil-A Restaurant business:

Patent Title	Description	~~Publication~~ Serial No.	Publication Date
Automated Food Coating System	This application relates to an automated food coating system that allows for automated preparation and of food items.	~~2022-0132905~~ WO 2022/094194	05/05/2022
~~Automated Food Coating System~~ Transportation And Humidity Control Elements	~~This application relates to an automated food coating system that allows for automated preparation of food items~~ invention relates to a food transportation system and associated modular humidity control system, wherein a humidity control element comprises a frozen fluid, such as an ice pack.	~~WO 2022/094194~~ 2020-0120958	~~05/05/2022~~ 04/23/2020
Training Machine Learning Models for Automated Food Preparation System Composition Generation	~~The~~ This application relates to ~~an automated gantry frying system for moving frying baskets relative to a fryer and removing the food items from the frying basket once the cooking operation is complete~~ analyzing the interests of a child based on various “interaction data” and then generates content outputs in response to those inputs.	~~2021-0068591~~ 2021-0056376	~~03/11/2021~~ 02/25/2021
~~Capacitive Touch Surface~~ Food Transportation And Humidity Control Elements	This ~~Chinese~~ application relates to ~~capacitive touch surfaces secured on a wall or on movable objects and images are projected onto those surfaces in response to the capacitive touch inputs~~ a food transportation	~~2021-0286474~~ CN116848363 A	~~09/16/2021~~ 10/03/2023

Patent Title	Description	Publication Serial No.	Publication Date
	system and associated modular humidity control system, wherein a humidity control element comprises a heat pipe.		
Food Transportation And Humidity Control Elements	This Hong Kong application relates to a food transportation system and associated modular humidity control system ~~which includes a food storage housing unit and~~ , wherein a humidity control element comprises a heat pipe .	~~2020-012095840~~ 097892 A	~~04/23/2020~~ 03/22/2024
~~Food Transportation And Humidity Control Elements~~ Removable Tiered Basket	This international application relates to a ~~modular humidity control system which includes a food storage housing unit and a humidity control element~~ fry basket with removable and replaceable tiers	~~2021-0113029W~~ O 2023/192501	~~04/22/2021~~ 10/05/2023
Automated Food Coating System	This application relates to an automated food coating system that allows for automated coating of food items.	2023-0172255	06/08/2023
~~Food Transportation And Humidity Control Elements~~ Removable Tiered Basket	This application relates to a ~~modular humidity control system which includes a food storage housing unit and a humidity control element~~ fry basket with removable and replaceable tiers.	~~WO 2022/137127~~ 2022/1371272023-0309750	~~06/30/2022~~ 10/05/2023
Capacitive Touch Surface	This application relates to capacitive touch surfaces secured on a wall or on movable objects, like large, climbable blocks.	2023-0367434	11/16/2023
Object Detection-Based Control Of Projected Content	This application relates to a process for triggering projected displays ~~based on RFID devices~~ can comprise determining that an RFID device has moved within a predetermined range of a first interrogator, wherein the RFID device is carried by a user.	~~2022-0327298~~ 2024-0028844	~~10/13/2022~~ 01/25/2024
~~Training Machine Learning Models for Automated Composition~~ GenerationCondiment	This application relates to ~~analyzing the interests of a child based on various "interaction data" and then generates content outputs in response to those inputs~~ an automated	~~2021-0056376~~ 18/423,887	~~02/25/2021~~

Patent Title	Description	~~Publication~~ <u>Serial</u> No.	Publication Date
<u>Dispenser</u>	<u>condiment dispenser.</u>		
~~Training Machine Learning Models For Interest Prediction~~ <u>System For Assisting With Loading And Unloading Objects</u>	This application relates to ~~analyzing the interests of a child based on various “interaction data” and then generates content outputs in response to those inputs~~ <u>an apparatus of lifting and lowering fryer baskets.</u>	~~2021-0056467~~ <u>18/416,996</u>	~~02/25/2021~~

As described in Item 13, CFA Properties has licensed to Chick-fil-A the right to use the trademarks, copyrights, trade secrets, and confidential information, and the right to make, use, offer for sale and sell the inventions of each patent and patent application, in operating Chick-fil-A Restaurants, and to sublicense them to Chick-fil-A’s Operators. The initial term of the license agreement is one year and then renews automatically for additional one-year periods unless written notice is given at least 90 days prior to the end of the existing term by either party. Either party may terminate the license agreement with cause if the other party fails to cure a material breach. Except as described, no other agreement limits Chick-fil-A’s right to use or sublicense the use of any CFA Properties patents.

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

Chick-fil-A has the sole right to protect and enforce any or all of CFA Properties’ patents at Chick-fil-A’s own expense, including the patent assets listed above. CFA Properties may protect its intellectual property by filing applications, including patent applications. Chick-fil-A has the sole right to determine to file a patent application, continue or end prosecution of a pending patent application, and/or to continue or end payment of maintenance fees for any patent. You must notify Chick-fil-A immediately when you learn about possible infringement of a CFA Properties patent and/or inventions of any CFA Properties patent application. The Franchise Agreement does not require Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with us in defending patents, but we have no obligation to pay to you any damages and costs recovered in a suit or proceeding, nor are we required to participate in your defense in any suit or proceeding involving patents. Upon any termination of your Franchise Agreement, you must immediately cease all use of CFA Properties’ patents and/or the inventions of patent applications.

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

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

The Franchise Agreement requires you to acknowledge that you are likely to be given access to Chick-fil-A’s trade secrets, confidential information and other proprietary matters, that this information is

proprietary and that its protection is necessary for the proficient and standardized operation of all Chick-fil-A Restaurants.

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

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

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

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

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

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

In order to become a franchised Operator of his or her first franchised Chick-fil-A Restaurant business, the Operator must sign the Franchise Agreement, including its attached Lease(s), in his or her individual capacity. Chick-fil-A may allow you to assign the Franchise Agreement to a single corporation, limited liability company or other form of business entity then approved by Chick-fil-A, which is formed solely for your convenience of ownership. Under the Assignment and Consent to Assignment Agreement that must be signed as a condition of any assignment, you must be the sole owner of the business entity ("Operator-Owner") and must agree to continue to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement, including its attached Lease(s). Additionally, the Operator-Owner must guarantee the full and faithful

performance by the proposed transferee business entity. The proposed transferee business entity must assume all of the obligations of the Operator-Owner as the original Operator under the Franchise Agreement, including its attached Lease(s). The form of Assignment and Consent to Assignment Agreement you and the business entity must sign to confirm your continuing obligations and the business entity's assumption of obligations to enable you to transfer your rights and obligations under the Franchise Agreement as franchisee to a business entity is attached to this Disclosure Document as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company.

If Chick-fil-A offers you the opportunity to operate additional franchised Chick-fil-A Restaurant businesses, you individually if you have not assigned the Franchise Agreement, or you as the Operator-Owner after you have assigned the Franchise Agreement to a business entity, will also be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement and the Additional Business Amendment, including its attached Lease(s) or its attached Concession Sublicense Agreement for any [satellitecaptive venue](#) locations, together with the business entity. The forms of Additional Business Amendment you, or you and your business entity, if applicable, must sign to confirm your, and your business entity, if applicable, obligations under the Franchise Agreement, the Additional Business Amendment, and if applicable the Assignment and Consent to Assignment Agreement, to enable you to add an additional restaurant under the Franchise Agreement are attached as the following addenda to the Franchise Agreement (which is attached to this Disclosure Document as Exhibit "B"): Addendum "1-A" for a Traditional Unit (Sole Proprietorship); Addendum "1-B" for a Traditional Unit (Business Entity); Addendum "2-A" for a [SatelliteCaptive Venue](#) (Sole Proprietorship); and Addendum "2-B" for a [SatelliteCaptive Venue](#) (Business Entity).

If Chick-fil-A offers you the opportunity to operate a food truck as an extension and part of an existing Chick-fil-A Restaurant location, you individually if you have not assigned the Franchise Agreement, or you as the Operator-Owner after you have assigned the Franchise Agreement to a business entity, will also be personally bound by, and personally liable for the breach of, each and every term and condition of the Food Truck License and Sublease Agreement, including its attached third party food truck lease. The forms of Food Truck License and Sublease Agreement you, or you and your business entity, if applicable, must sign for the Operator to operate a food truck are attached as the following addenda to the Franchise Agreement (which is attached to this Disclosure Document as Exhibit "B"): Addendum "3-A" for a Sole Proprietorship and Addendum "3-B" for a Business Entity.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

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

You must offer all products that Chick-fil-A designates as required for all Operators or for your particular franchised Chick-fil-A Restaurant or associated food truck. For example, your ability to offer certain menu items could be restricted or changed pursuant to the Lease or in the case of any [satellitecaptive venue](#) unit, the Concession Sublicense Agreement and its attached Concession Agreement (and, as applicable, any underlying prime lease or ground lease). [SatelliteCaptive venue](#) units typically may feature and serve only a limited number of menu items which will be designated in the Concession Sublicense Agreement. Your ability to offer certain menu items could be restricted or changed pursuant to the Food Truck License and Sublease Agreement and its attached Food Truck Lease. Chick-fil-A has

the right during the term of the Franchise Agreement to add additional products to those which you are required to sell.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

Franchise Agreement (“FA”) (The Franchise Agreement includes the attached Operator Lease(s). The Lease form is summarized separately in a table below. If you are offered the opportunity to operate a franchised Chick-fil-A Restaurant business as a [satellitecaptive venue](#) unit, the Franchise Agreement also includes the Concession Sublicense Agreement that substitutes for the Lease as the occupancy agreement for the [satellitecaptive venue](#) unit non-traditional premises. The form of Concession Sublicense Agreement attached to the Additional Business Amendment for [SatelliteCaptive Venue](#) is the applicable form whether the [satellitecaptive venue](#) unit is your initial business or an additional Chick-fil-A Restaurant business. The Concession Sublicense Agreement attaches the Concession Agreement for the particular location as an exhibit. The Concession Sublicense Agreement form is summarized in the separate table below together with the summary of the Lease. The Franchise Agreement, the Lease and the Concession Sublicense Agreement, and their respective summary tables, should be read together and considered as a whole.)

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

Franchise Agreement Provision	Section in franchise or other agreement	Summary
e. Termination by franchisor without cause	FA 2.5, 24.2, 24.3, 24.4	We can terminate without cause upon 30 days prior written notice to you; or immediately upon written notice to you and payment of the greater of \$1,000 or an amount determined by a formula. We can also terminate immediately and without notice to you (i) within the first 90 days of the term without any payment; (ii) upon termination of the Lease for the site of your franchised Chick-fil-A Restaurant; or (iii) upon your death or permanent disability, in your capacity as Operator or Operator-Owner.
f. Termination by franchisor with cause	FA 24.1	We can terminate if you commit one of the listed defaults.
g. “Cause” defined – curable defaults	Not applicable	Not applicable.
h. “Cause” defined – non-curable defaults	FA 24.1	We can terminate if you subject Chick-fil-A, the Chick-fil-A Restaurants or the trademarks to public scandal; you or the Operator-Owner breach or threaten to breach any material duty or obligation under the Franchise Agreement, including the attached Lease(s), the Chick-fil-A operations and training manuals, any prime lease or ground lease, including the failure to pay any required payment; the Chick-fil-A Restaurant business is discontinued; you or Operator-Owner commit fraud, file for bankruptcy, make an assignment for the benefit of creditors, are adjudicated insolvent or a receiver is appointed for you or Operator-Owner or your or Operator-Owner’s respective property; you fail to comply with our policies, procedures, programs, operating standards and other standards and specifications; you or Operator-Owner fail to participate in or successfully complete the initial training program; you or Operator-Owner fail to comply with in-term covenant against competition; you or Operator-Owner open any franchised Chick-fil-A Restaurants on a Sunday or on Christmas Day; if you or Operator-Owner purport to assign the Franchise Agreement without our approval; the operation of the Chick-fil-A Restaurant or the license granted to you is frustrated or materially impaired by any law or civil or military authority or acts of God, war or civil disorders, the existence or declaration of a pandemic or epidemic, or by labor union activity; or an event occurs which under applicable law is grounds for termination.

Franchise Agreement Provision	Section in franchise or other agreement	Summary
i. Franchisee's obligations on termination/non-renewal	FA 24.5, 24.6, 24.8	The Lease automatically expires, and you must immediately vacate your Chick-fil-A Restaurant premises, return all equipment to Chick-fil-A, pay Chick-fil-A all sums due, cease to use all trademarks, patents, copyrights and any other intellectual property licensed to you, return all manuals and other information to Chick-fil-A and terminate all banking arrangements, credit card processing and third-party delivery arrangements. You must also obey the terms of any covenant not to compete with Chick-fil-A and other obligations that survive termination or expiration of the Franchise Agreement.
j. Assignment of contract by franchisor	FA 21.4	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee – defined	FA 21.2	Includes any transfer or assignment of your Franchise Agreement or in a business entity to which you have assigned the Franchise Agreement for convenience of ownership and any attempt to sublet or encumber the premises upon which your franchised Chick-fil-A Restaurant business is located.
l. Franchisor approval of transfer by franchisee	FA 21.1, 21.2, 21.3	No transfer allowed except to a single approved form of business entity for convenience of ownership. Chick-fil-A has the right to approve all transfers.
m. Conditions for franchisor approval of transfer	FA 21.1	Conditions include the business entity must be newly organized and its organizational documents must state that its activities will be confined exclusively to operation of the Chick-fil-A Restaurant business; the name must not contain the term "Chick-fil-A" or "CFA" or any other marks licensed to you, or any derogatory or non-professional terms; you, individually, as the Operator-Owner, must own and control 100% of the ownership interests in the business entity and must be the sole director or sole member/manager and principal executive officer, as applicable; the formation and organizational documents and any equity ownership certificate must recite that the transfer of securities is restricted by the Franchise Agreement; you and the business entity must sign the applicable Assignment and Consent to Assignment Agreement attached to this Disclosure Document as Exhibit "B-1" for a corporation and Exhibit "B-2" for a limited liability company; you must provide us with copies of all governing documents, which must be reasonably satisfactory to us; you must maintain the business entity in good standing; and you, individually, as Operator-Owner, must continue to devote full time and personal best efforts to operating the Chick-fil-A Restaurant business.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.

Franchise Agreement Provision	Section in franchise or other agreement	Summary
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	FA 2.5	Upon your death or the death of the Operator-Owner, if applicable, or if you or the Operator-Owner, if applicable, become disabled to the extent that you or the Operator-Owner are unable to perform your respective obligations under the Franchise Agreement, the Franchise Agreement will terminate automatically; working capital deposit will be refunded to your estate or you, as applicable.
q. Non-competition covenants during the term of the franchise*	FA 19	You and the Operator-Owner, if applicable, may not compete with Chick-fil-A by ownership or employment as a manager, operator or supervisory employee of any fast food or quick-service restaurant anywhere within 5 miles of the premises on which any of your franchised Chick-fil-A Restaurant businesses are located (subject to state law, see Exhibit "G").
r. Non-competition covenants after the franchise is terminated or expires*	FA 19	You and the Operator-Owner, if applicable, may not compete with Chick-fil-A for one year following any expiration or termination of the Franchise Agreement, by ownership or employment as a manager, operator or supervisory employee of any fast food or quick-service restaurant at or anywhere within 5 miles of the premises on which any of your franchised Chick-fil-A Restaurant businesses are located (subject to state law, see Exhibit "G").
s. Modification of the agreement	FA 28.2, 11	Agreement may only be modified by the execution of a written agreement between both parties; operations and training manuals and materials are subject to change at any time.
t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to state law, see Exhibit "G"). Any promises or statements not in the Franchise Agreement or in this Disclosure Document should not be relied upon.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	FA 28.10	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit "G").
w. Choice of law*	FA 28.9	Georgia law applies (subject to state law, see Exhibit "G").

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

* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the franchise agreement to address inconsistencies between the franchise agreement and state law

in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this Disclosure Document. See Exhibit “G” to this Disclosure Document.

* * * * *

Lease and any Concession Sublicense Agreement (Each agreement to be read together with the Franchise Agreement which is summarized in the table above.)

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term*	Lease 2 Concession Sublicense Agr. 4	Term terminates on the earlier of December 31 of year that Agreement is signed or when Franchise Agreement terminates or expires if earlier.
b. Renewal or extension of term*	Lease 2 Concession Sublicense Agr. 4	Automatically extended for one-year periods unless written notice given at least 30 days prior to end of existing term by either party.
c. Requirements for franchisee to renew or extend	Lease 2 Concession Sublicense Agr. 4	No requirements except that you cannot renew if you do not have the right to renew the Franchise Agreement or the Franchise Agreement is otherwise not renewed. We reserve the right to change the terms and conditions of your Lease and any Concession Sublicense Agreement by giving you written notice of the changes at least 45 days prior to end of the existing term.
d. Termination by franchisee*	Lease 6, 10 Concession Sublicense Agr. 2, 7	You do not have an express right to terminate the agreement, but as described in item d of the table above for the Franchise Agreement, you may terminate the Franchise Agreement by giving 30 days’ prior written notice to Chick-fil-A, in which event the Lease and any Concession Sublicense Agreement will terminate immediately upon termination of the Franchise Agreement (subject to state law, see Exhibit “G”). You may also terminate the Franchise Agreement if we fail to rebuild or restore your Chick-fil-A Restaurant premises after a fire or other casualty, which will also simultaneously terminate the Lease and any Concession Sublicense Agreement.
e. Termination by franchisor without cause	Lease 2 Concession Sublicense Agr. 2, 4, 7	We can terminate the Franchise Agreement without cause as described in item e of the table above for the Franchise Agreement, in which event the Lease and any Concession Sublicense Agreement will terminate immediately upon termination of the Franchise Agreement. The Lease and any Concession Sublicense Agreement will also automatically terminate immediately upon the expiration or termination of any prime lease or ground lease or the Concession Agreement (in the case of the Concession Sublicense Agreement), as well as or upon your death or permanent disability, in your capacity as Operator or Operator-Owner.

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
f. Termination by franchisor with cause	Lease 2, 4, 6, 10 Concession Sublicense Agr. 2, 4, 7	We can terminate if you commit one of the listed defaults. The agreement terminates automatically or if we give written notice after the occurrence of certain events.
g. “Cause” defined – curable defaults	Lease 10	You have ten days to cure a default under the agreement, other than a payment default or other default described in item h of this table.
h. “Cause” defined – non-curable defaults	Lease 2, 4, 6, 10 Concession Sublicense Agr. 4, 7	Termination, expiration or revocation of the Franchise Agreement will terminate the Lease and any Concession Sublicense Agreement effective immediately, without any notice required. The Lease terminates automatically if your entire Chick-fil-A Restaurant premises are condemned under eminent domain or acquired in lieu of condemnation, and we may terminate the Lease by written notice if only a portion of the premises are condemned or acquired or if the premises are damaged by fire or other casualty. We can terminate the Lease and any Concession Sublicense Agreement effective immediately by giving notice to you if you default in making any payment due under the agreement, you or Operator-Owner purport to assign the agreement, sublet or allow a third-party to occupy the premises without consent, you or the Operator-Owner, as applicable, default under the Franchise Agreement or the Franchise Agreement expires, and in the case of any Concession Sublicense Agreement you or the Operator-Owner, as applicable, default under the Concession Agreement or the Additional Business Amendment or the Concession Agreement or the Additional Business Amendment expires, you or any of your officers, directors, members, employees, agents or contractors (including, the Operator-Owner, as applicable) performs any act, neglects to perform any duty or fails to adhere to any standard of conduct that would constitute a violation or default under the prime lease, the ground lease or any title document (or any related document) or the Concession Agreement, as applicable, you or Operator-Owner file for bankruptcy, make an assignment for the benefit of creditors, are adjudicated insolvent or a receiver is appointed for you or Operator-Owner or your or Operator-Owner’s respective property or an involuntary petition is filed against you or Operator-Owner and not dismissed or stayed within 60 days, or you vacate or abandon the premises of the Chick-fil-A Restaurant business. We can terminate any Concession Sublicense Agreement upon ten days’ written notice for failure to diligently apply for and pursue the required permits and licenses to operate the satellitecaptive venue unit or failure to open the satellitecaptive venue unit within forty-five days after equipment is installed and Concessionor completes

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
		construction and provides access (or earlier if required).
i. Franchisee's obligations on termination/non-renewal	Lease 10 Concession Sublicense Agr. 4, 7	You must immediately vacate your Chick-fil-A Restaurant premises and permit the peaceful possession of the premises by Chick-fil-A. Also see item i of the table above for the Franchise Agreement.
j. Assignment of contract by franchisor	Lease 14 Concession Sublicense Agr. 9	No restriction on Chick-fil-A's right to assign.
k. "Transfer" by franchisee – defined	Lease 14 Concession Sublicense Agr. 9	Includes any transfer or assignment of the agreement or in a business entity to which you have assigned the Franchise Agreement for convenience of ownership and any attempt to sublet or encumber the premises upon which your franchised Chick-fil-A Restaurant business is located.
l. Franchisor approval of transfer by franchisee	Lease 14 Concession Sublicense Agr. 9	No transfer allowed except to a single approved form of business entity for convenience of ownership. Chick-fil-A has the right to approve all transfers. See item l of the table above for the Franchise Agreement.
m. Conditions for franchisor approval of transfer	Lease 14 Concession Sublicense Agr. 9	See item m of the table above for the Franchise Agreement.
n. Franchisor's right of first refusal to acquire franchisee's business	Not applicable	Not applicable.
o. Franchisor's option to purchase franchisee's business	Not applicable	Not applicable.
p. Death or disability of franchisee	Lease 2 Concession Sublicense Agr. 4	Upon your death or the death of the Operator-Owner, if applicable, or if you or the Operator-Owner, if applicable, become disabled to the extent that you or the Operator-Owner are unable to perform your respective obligations under the Franchise Agreement, the agreement will terminate automatically.
q. Non-competition covenants during the term of the franchise*	Not applicable	See item q of the table above for the Franchise Agreement (subject to state law, see Exhibit "G").
r. Non-competition covenants after the franchise is terminated or expires*	Not applicable	See item r of the table above for the Franchise Agreement (subject to state law, see Exhibit "G").

Lease and any Concession Sublicense Agreement Provision	Section in franchise or other agreement	Summary
s. Modification of the agreement	Lease 14, 2 Concession Sublicense Agr. 4	The agreement may only be modified by the execution of a written agreement by Chick-fil-A, except use and enjoyment of the premises could be restricted or changed as a result of an amendment or modification by Chick-fil-A, including an amendment or modification to a prime lease, ground lease, title documents or if applicable, Concession Agreement.
t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including any Assignment and Consent to Assignment Agreement and any Additional Business Amendment, to which the agreement is attached, are binding (subject to state law, see Exhibit “G”). Any promises or statements not in the agreement, including its exhibits (or the Franchise Agreement, including any Assignment and Consent to Assignment Agreement and any Additional Business Amendment,) or in this Disclosure Document should not be relied upon.
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable.
v. Choice of forum*	Lease 14 Concession Sublicense Agr. 9	Litigation must be in the Atlanta, Georgia area (subject to state law, see Exhibit “G”).
w. Choice of law*	Lease 14 Concession Sublicense Agr. 9	Georgia law applies (subject to state law, see Exhibit “G”).

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

* California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin may require franchisors to make additional disclosures related to the information contained in this Disclosure Document and to amend the Lease and any Concession Sublicense Agreement to address inconsistencies between the Lease and any Concession Sublicense Agreement and state law in some areas. If applicable, these additional disclosures and amendments will be furnished to you in a state specific addendum to this Disclosure Document. See Exhibit “G” to this Disclosure Document.

Item 18

PUBLIC FIGURES

Chick-fil-A does not use any public figure to promote its franchises.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

As of December 31, ~~2022~~2023, there were approximately ~~2,806~~2,964 domestic Chick-fil-A Restaurants open and operating, including approximately ~~2,411~~2,552 domestic company-operated and franchised Operator Chick-fil-A Restaurants and ~~395~~412 domestic Chick-fil-A Licensed Units. The domestic Chick-fil-A Licensed Units, which are operated by Chick-fil-A Licensees, and their annual sales volumes are not the subject of these financial performance representations.

As of December 31, ~~2022~~2023, approximately ~~2,338~~2,494 of the ~~2,411~~2,552 domestic Chick-fil-A Restaurants were being operated by Operators and ~~73~~58 of the ~~2,411~~2,552 domestic Chick-fil-A Restaurants were being operated by Chick-fil-A or its affiliates. The domestic Chick-fil-A Restaurants, which are operated or were operated at any time during calendar year ~~2022~~2023 by Chick-fil-A or its affiliates, and their annual sales volumes are not the subject of these financial performance representations.

Approximately ~~2,122~~2,260 of those ~~2,338~~2,494 domestic Chick-fil-A Restaurants being operated by Operators had been open and operated by Operators for at least one full calendar year as of December 31, ~~2022~~2023 and had been operated by Operators during the entire year. Of these ~~2,122~~2,260 domestic Chick-fil-A Restaurants operated by Operators, ~~15~~23 were ~~satellite~~captive venue units. Those ~~15~~23 ~~satellite~~captive venue units and their annual sales volumes are not the subject of these financial performance representations. The remaining ~~2,107~~2,237 ~~non-satellite~~non-captive venue domestic Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, ~~2022~~2023, and their annual sales volumes, are the subject of these financial performance representations and discussed below.

Approximately ~~182~~188 of the ~~2,107~~2,237 domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, ~~2022~~2023 were located in malls and approximately ~~1,925~~2,049 of the ~~2,107~~2,237 domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants that had been open and operated by Operators for at least one full calendar year as of December 31, ~~2022~~2023 were located in non-mall environments (e.g., free-standing or drive-thru only units).

In ~~2022~~2023, of the approximately ~~182~~188 domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants located in mall units that had been open and operated by Operators for at least one full calendar year as of December 31, ~~2022~~2023, the median annual sales volume was ~~\$2,694,009~~\$3,378,878 and the average annual sales volume was ~~\$3,732,694~~\$4,496,740, with ~~62~~63 of the ~~182~~188 or 34% that did as well or better than ~~\$3,732,694~~\$4,496,740 in annual sales. The highest and lowest annual sales volume for these domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants located in mall units that had been open and operated by Operators for at least one full calendar year in ~~2022~~2023 was ~~\$16,220,064~~\$18,989,428 and ~~\$1,038,739~~\$1,114,090, respectively. Approximately 32% had annual sales volumes less than ~~\$2,300,000~~\$2,750,000; approximately ~~34~~33% had annual sales volumes between ~~\$2,300,000~~\$2,750,000 and ~~\$3,700,000~~\$4,300,000; and approximately ~~34~~35% had annual sales volumes in excess of ~~\$3,700,000~~\$4,300,000.

In ~~2022~~2023, of the approximately ~~1,925~~2,049 domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants located in non-malls that had been open and operated by Operators for at least one full calendar year as of December 31, ~~2022~~2023, the median annual sales volume was \$~~8,580,978~~9,274,890 and the average annual sales volume was \$~~8,675,749~~9,374,320, with ~~919~~989 of the ~~1,925~~2,049 or 48% that did as well or better than \$~~8,675,749~~9,374,320 in annual sales. The highest and lowest annual sales volume for these domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants located in non-malls that had been open and operated by Operators for at least one full calendar year in ~~2022~~2023 was \$~~16,985,395~~19,094,334 and \$~~2,151,516~~2,742,171, respectively. Approximately ~~34% had annual sales volumes less than \$7,600,000; approximately~~ 33% had annual sales volumes ~~less than \$8,300,000; approximately~~ 34% had annual sales volumes between \$~~7,600,000~~8,300,000 and \$~~9,500,000~~10,235,000; and approximately 33% had annual sales volumes in excess of \$~~9,500,000~~10,235,000.

During the calendar year ending December 31, ~~2022~~2023, ~~42~~ domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants located in mall units permanently closed, of which 0 had been open for less than 12 months, and ~~13~~16 domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants located in non-mall environments permanently closed, of which 0 had been open less than 12 months.

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

The financial performance representations set forth above are based upon a total of ~~2,107~~2,237 domestic ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants that were open and operated by Operators for at least one full calendar year as of December 31, ~~2022~~2023 and had been operated by Operators during the entire year, of which ~~182~~188 were located in malls and ~~1,925~~2,049 were located in non-mall environments. Both ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants located in malls and ~~non-satellite~~non-captive venue franchised Operator Chick-fil-A Restaurants located in non-mall environments are similar with respect to their operations and receive similar services from Chick-fil-A. Because franchised ~~non-satellite~~non-captive venue Operator Chick-fil-A Restaurants located in malls and franchised ~~non-satellite~~non-captive venue Operator Chick-fil-A Restaurants located in non-mall environments achieve generally different levels of financial performance, financial performance representations have been included for each type of restaurant in order to provide information relevant to prospective Operators.

Some franchised Operator Chick-fil-A Restaurants have sold this amount. Your individual results may differ. There is no assurance that you’ll sell as much.

You are urged to consult with appropriate financial, business and legal advisors in connection with the information set forth in this analysis.

The Financial Performance Representations do not reflect the costs of sales or operating expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. The best source of cost and expense data may be from Operators and former Operators, some of whom may be listed in Item 20.

Written substantiation of the data used in preparing the financial performance representation will be made available to you upon reasonable request.

Chick-fil-A may provide you with supplemental information relating to the projected sales of a Chick-fil-A Restaurant at a specific location (the "Supplemental Information"). Any Supplemental Information will be in writing and will explain how it differs from the information contained in this Item 19.

Other than the preceding financial performance representations and any Supplemental Information provided to you, as described above, Chick-fil-A does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. With regard to an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting ~~Kelly D. Ludwick, Vice President~~[Chris Arbery, Officer VP](#), Legal - Employment, ~~Franchising~~[Franchise](#) & Litigation, telephone number (404) 765-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS ~~2020~~2021 TO ~~2022~~2023

CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
~~Franchised~~	~~2020~~	~~2085~~	~~2160~~	~~+74~~
<u>Franchised</u>	2021	2152	2242	+90
	2022	2230	~~2339~~ <u>2338</u>	~~+109~~ <u>+108</u>
~~Company Owned~~	~~2020~~ <u>2023</u>	~~262~~ <u>2331</u>	~~492~~ <u>494</u>	~~+23~~ <u>+163</u>
<u>Company Owned</u>	2021	57	69	+12
	2022	81	~~72~~ <u>73</u>	~~-9~~ <u>-8</u>
~~Total Outlets~~	~~2020~~ <u>2023</u>	~~211~~ <u>180</u>	~~2209~~ <u>58</u>	~~+98~~ <u>-22</u>
<u>Total Outlets</u>	2021	2209	2311	+102
	2022	2311	2411	+100
	<u>2023</u>	<u>2411</u>	<u>2552</u>	

CHICK-FIL-A LICENSED UNITS

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
~~Licensed~~	~~2020~~	~~382~~	~~389~~	~~+7~~
<u>Licensed</u>	2021	390	393	+3
	2022	393	395	+2
~~Company Owned~~	~~2020~~ <u>2023</u>	~~0~~ <u>395</u>	~~0~~ <u>412</u>	~~0~~ <u>+17</u>
<u>Company Owned</u>	2021	0	0	0
	2022	0	0	0
~~Total Outlets~~	~~2020~~ <u>2023</u>	~~382~~ <u>0</u>	~~389~~ <u>0</u>	~~+70~~ <u></u>
<u>Total Outlets</u>	2021	390	393	+3
	2022	393	395	+2
	<u>2023</u>	<u>395</u>	<u>412</u>	<u>+17</u>

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR OR AN AFFILIATE)
FOR YEARS ~~2020~~2021 TO ~~2022~~2023

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Number of Transfers
~~All States~~	~~2020~~	~~0~~
<u>All States</u>	2021	0
	2022	0
~~Total~~	~~2020~~ <u>2023</u>	0
<u>Total</u>	2021	0
	2022	0
	<u>2023</u>	<u>0</u>

Note: For purposes of the above table, a “transfer” means the acquisition of a franchised Chick-fil-A Restaurant business, during its term, by a person other than Chick-fil-A or an affiliate.

CHICK-FIL-A LICENSED UNITS

State	Year	Number of Transfers
~~All States~~	~~2020~~	~~0~~
<u>All States</u>	2021	0
	2022	0
~~Total~~	~~2020~~ <u>2023</u>	0
<u>Total</u>	2021	0
	2022	0
	<u>2023</u>	<u>0</u>

Note: For purposes of the above table, a “transfer” means the acquisition of a Chick-fil-A Licensed Unit, during its term, by a person other than Chick-fil-A or an affiliate.

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS ~~2020~~2021 TO ~~2022~~2023

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Open ed	Termination s	Non-Ren ewals	Reacquire d by Franchisor	Ceased Operations -Other Reasons	Outlets at End of the Year
~~AL~~	~~2020~~	~~69~~	~~2~~	~~0~~	~~0~~	~~0~~	~~1~~	~~70~~
<u>AL</u>	2021	70	8	0	0	5	1	72
	2022	71	1	0	0	1	0	71
~~AZ~~	~~2020~~ <u>2023</u>	~~34~~ <u>72</u>	~~24~~	0	0	~~15~~	~~01~~	~~35~~ <u>70</u>
<u>AZ</u>	2021	35	1	0	0	1	0	35
	2022	35	3	0	0	1	1	36
~~AR~~	~~2020~~ <u>2023</u>	~~21~~ <u>36</u>	~~58~~	0	0	~~46~~	~~01~~	~~22~~ <u>37</u>
<u>AR</u>	2021	21	1	0	0	1	0	21
	2022	21	3	0	0	0	2	22
~~CA~~	~~2020~~ <u>2023</u>	~~112~~ <u>23</u>	~~182~~	0	0	~~21~~	~~01~~	~~128~~ <u>23</u>
<u>CA</u>	2021	128	17	0	0	1	1	143
	2022	143	15	0	0	8	0	150
~~CO~~	~~2020~~ <u>2023</u>	~~52~~ <u>149</u>	~~021~~	0	0	~~24~~	~~01~~	~~50~~ <u>165</u>
<u>CO</u>	2021	50	3	0	0	4	2	47
	2022	47	4	0	0	4	0	47
~~CT~~	~~2020~~ <u>2023</u>	~~10~~ <u>47</u>	~~05~~	0	0	0	0	~~10~~ <u>52</u>
<u>CT</u>	2021	9	2	0	0	0	0	11
	2022	11	0	0	0	0	0	11
~~DC~~	~~2020~~ <u>2023</u>	~~411~~	~~13~~	0	0	~~01~~	0	~~513~~
<u>DC</u>	2021	5	0	0	0	0	0	5
	2022	5	2	0	0	1	0	6
~~DE~~	~~2020~~ <u>2023</u>	~~11~~ <u>6</u>	1	0	0	~~20~~	0	~~10~~ <u>7</u>
<u>DE</u>	2021	10	4	0	0	1	0	13
	2022	13	0	0	0	0	0	13
~~FL~~	~~2020~~ <u>2023</u>	~~178~~ <u>12</u>	~~121~~	0	0	~~50~~	0	~~185~~ <u>13</u>
<u>FL</u>	2021	184	18	0	0	9	3	190
	2022	190	14	1	0	8	1	194
~~GA~~	~~2020~~ <u>2023</u>	~~199~~ <u>191</u>	~~621~~	0	0	~~46~~	0	~~201~~ <u>206</u>
<u>GA</u>	2021	201	7	0	0	10	5	193
	2022	193	16	0	0	9	0	200

<u>И</u>	~~2020~~ <u>2023</u>	~~0~~ <u>198</u>	~~0~~ <u>18</u>	0	0	~~0~~ <u>10</u>	~~0~~ <u>2</u>	~~0~~ <u>204</u>
<u>И</u>	2021	0	0	0	0	0	0	0
	2022	0	2	0	0	0	0	2
	<u>2023</u>	<u>2</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
ID	~~2020~~ 2021	6	0	0	0	0	0	6
	~~2021~~ 2022	6	0	0	0	0	0	6
	~~2022~~ 2023	6	0	0	0	0	0	6
~~IL~~	~~2020~~	~~38~~	~~4~~	~~0~~	~~0~~	~~3~~	~~0~~	~~39~~
<u>IL</u>	2021	41	7	0	0	2	0	46
	2022	46	6	0	0	4	0	48
~~IN~~	~~2020~~ 2023	~~30~~ 48	~~5~~ 9	0	0	~~3~~ 5	~~0~~ 1	~~32~~ 51
<u>IN</u>	2021	32	7	0	0	3	0	36
	2022	36	7	0	0	2	0	41
~~IA~~	~~2020~~ 2023	~~15~~ 42	~~2~~ 4	0	0	~~3~~ 1	0	~~14~~ 45
<u>IA</u>	2021	15	0	0	0	3	0	12
	2022	12	2	0	0	1	0	13
~~KS~~	~~2020~~ 2023	13	~~2~~ 0	0	0	0	0	~~15~~ 13
<u>KS</u>	2021	14	3	0	0	1	0	16
	2022	16	2	0	0	0	0	18
~~KY~~	~~2020~~ 2023	~~30~~ 18	~~1~~ 2	0	0	~~0~~ 2	~~0~~ 1	~~31~~ 17
<u>KY</u>	2021	31	1	0	0	2	0	30
	2022	30	4	0	0	0	0	34
~~LA~~	~~2020~~ 2023	~~33~~ 34	~~1~~ 4	0	0	1	0	~~33~~ 37
<u>LA</u>	2021	33	5	0	0	3	2	33
	2022	34	9	0	0	2	1	40
~~ME~~	~~2020~~ 2023	~~14~~ 0	~~0~~ 8	0	0	~~0~~ 3	0	~~14~~ 5
<u>ME</u>	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
~~MD~~	~~2020~~ 2023	~~73~~ 2	~~4~~ 0	0	0	~~4~~ 0	0	~~73~~ 2
<u>MD</u>	2021	72	6	0	0	5	0	73
	2022	73	3	0	0	1	1	74
~~MA~~	~~2020~~ 2023	~~15~~ 74	~~1~~ 7	0	0	~~0~~ 1	0	~~16~~ 80
<u>MA</u>	2021	16	1	0	0	1	0	16
	2022	16	2	0	0	1	0	17
~~MI~~	~~2020~~ 2023	~~8~~ 17	~~2~~ 0	0	0	0	0	~~10~~ 17

<u>MI</u>	2021	10	6	0	0	1	0	15
	2022	15	6	0	0	0	0	21
~~MN~~	~~2020~~ <u>2023</u>	~~15~~ <u>21</u>	~~4~~ <u>3</u>	0	0	0	0	~~16~~ <u>24</u>
<u>MN</u>	2021	16	2	0	0	2	0	16
	2022	16	4	0	0	1	0	19
	<u>2023</u>	<u>19</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>21</u>

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
~~MS~~	~~2020~~	~~24~~	~~4~~	~~0~~	~~0~~	~~4~~	~~4~~	~~23~~
<u>MS</u>	2021	23	1	0	0	0	0	24
	2022	24	7	0	0	2	0	29
~~MO~~	~~2020~~ ~~2023~~	29	1	0	0	0	0	30
<u>MO</u>	2021	30	0	0	0	2	0	28
	2022	28	4	0	0	1	0	31
~~MT~~	~~2020~~ ~~2023~~	~~431~~	~~05~~	0	0	~~01~~	0	~~435~~
<u>MT</u>	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
~~NE~~	~~2020~~ ~~2023~~	~~82~~	1	0	0	~~40~~	0	~~83~~
<u>NE</u>	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	1	0	7
~~NV~~	~~2020~~ ~~2023~~	~~67~~	~~42~~	0	0	~~01~~	0	~~408~~
<u>NV</u>	2021	10	4	0	0	1	1	12
	2022	12	3	0	0	0	0	15
~~NH~~	~~2020~~ ~~2023~~	~~215~~	~~01~~	0	0	0	0	~~216~~
<u>NH</u>	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
~~NJ~~	~~2020~~ ~~2023~~	~~363~~	~~60~~	0	0	~~40~~	~~20~~	~~393~~
<u>NJ</u>	2021	39	11	0	0	4	1	45
	2022	44	11	0	0	7	1	47
~~NM~~	~~2020~~ ~~2023~~	~~4247~~	~~37~~	0	0	3	0	~~4251~~
<u>NM</u>	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
~~NC~~	~~2020~~ ~~2023~~	~~14012~~	~~402~~	0	0	~~73~~	~~30~~	~~14411~~
<u>NC</u>	2021	140	14	0	0	4	2	148
	2022	147	11	0	0	2	0	156
~~ND~~	~~2020~~ ~~2023~~	~~2155~~	~~011~~	0	0	~~03~~	0	~~2163~~
<u>ND</u>	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
~~NY~~	~~2020~~ ~~2023~~	~~243~~	~~30~~	0	0	0	0	~~243~~
<u>NY</u>	2021	24	4	0	0	0	0	28
	2022	28	8	0	0	1	0	35

~~OH~~	~~2020~~ <u>2023</u>	~~57~~ <u>35</u>	~~35~~	0	0	~~20~~	0	~~58~~ <u>40</u>
<u>OH</u>	2021	58	9	0	0	2	1	64
	2022	63	7	0	0	2	0	68
	<u>2023</u>	<u>68</u>	<u>6</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>72</u>

CHICK-FIL-A FRANCHISED RESTAURANTS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Rene wals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
~~OK~~	~~2020~~	~~33~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~36~~
<u>OK</u>	2021	36	1	0	0	2	0	35
	2022	34	2	0	0	2	0	34
~~OR~~	~~2020~~	~~434~~	~~25~~	0	0	0	0	~~639~~
<u>OR</u>	<u>2023</u>	<u>434</u>	<u>25</u>	0	0	0	0	<u>639</u>
	2021	6	1	0	0	0	0	7
	2022	7	2	0	0	0	0	9
~~PA~~	~~2020~~	~~689~~	~~71~~	0	0	~~90~~	0	~~6610~~
<u>PA</u>	<u>2023</u>	<u>689</u>	<u>71</u>	0	0	<u>90</u>	0	<u>6610</u>
	2021	66	4	0	0	3	0	67
	2022	67	4	0	0	1	1	69
~~RI~~	~~2020~~	~~469~~	~~010~~	0	0	~~01~~	0	~~478~~
<u>RI</u>	<u>2023</u>	<u>469</u>	<u>010</u>	0	0	<u>01</u>	0	<u>478</u>
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~SC~~	~~2020~~	~~781~~	~~20~~	0	0	~~40~~	0	~~791~~
<u>SC</u>	<u>2023</u>	<u>781</u>	<u>20</u>	0	0	<u>40</u>	0	<u>791</u>
	2021	78	2	0	0	2	1	77
	2022	77	7	0	0	4	0	80
~~SD~~	~~2020~~	~~080~~	~~02~~	0	0	~~01~~	0	~~081~~
<u>SD</u>	<u>2023</u>	<u>080</u>	<u>02</u>	0	0	<u>01</u>	0	<u>081</u>
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~TN~~	~~2020~~	~~701~~	~~30~~	0	0	~~30~~	0	~~701~~
<u>TN</u>	<u>2023</u>	<u>701</u>	<u>30</u>	0	0	<u>30</u>	0	<u>701</u>
	2021	70	3	0	0	2	0	71
	2022	71	2	0	0	0	0	73
~~TX~~	~~2020~~	~~34872~~	~~317~~	0	0	~~441~~	0	~~36578~~
<u>TX</u>	<u>2023</u>	<u>34872</u>	<u>317</u>	0	0	<u>441</u>	0	<u>36578</u>
	2021	362	29	0	0	12	2	377
	2022	376	31	0	0	15	5	387
~~UT~~	~~2020~~	~~27388~~	~~039~~	0	0	~~412~~	0	~~26415~~
<u>UT</u>	<u>2023</u>	<u>27388</u>	<u>039</u>	0	0	<u>412</u>	0	<u>26415</u>
	2021	26	2	0	0	0	0	28
	2022	28	0	0	0	3	0	25
~~VA~~	~~2020~~	~~10724~~	~~95~~	0	0	~~42~~	~~20~~	~~11027~~
<u>VA</u>	<u>2023</u>	<u>10724</u>	<u>95</u>	0	0	<u>42</u>	<u>20</u>	<u>11027</u>
	2021	110	6	0	0	2	1	113
	2022	112	4	0	0	4	0	112
~~WA~~	~~2020~~	~~13111~~	~~314~~	0	0	~~06~~	0	~~16119~~
<u>WA</u>	<u>2023</u>	<u>13111</u>	<u>314</u>	0	0	<u>06</u>	0	<u>16119</u>
	2021	16	3	0	0	0	0	19
	2022	19	0	0	0	0	0	19

~~WV~~	~~2020~~ <u>2023</u>	~~1719~~	2	0	0	0	0	~~1921~~
<u>WV</u>	2021	18	0	0	0	1	0	17
	2022	17	0	0	0	2	0	15
	<u>2023</u>	<u>15</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>16</u>

CHICK-FIL-A FRANCHISED RESTAURANTS

	Year	Outlets at Start of Year	Opened	Terminations	Non-Ren ewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
~~WI~~	~~2020~~	~~12~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~13~~
<u>WI</u>	2021	13	3	0	0	0	0	16
	2022	16	3	0	0	0	0	19
~~WY~~	~~2020~~ <u>2023</u>	~~219~~	~~01~~	0	0	~~10~~	0	~~120~~
<u>WY</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~Totals~~	~~2020~~ <u>2023</u>	~~20851~~	~~1670~~	0	0	~~830~~	~~90~~	~~21601~~
<u>Totals</u>	2021	2152	205	0	0	92	23	2242
	2022	2230	213	1	0	91	13	2338
	<u>2023</u>	<u>2331</u>	<u>255</u>	<u>0</u>	<u>0</u>	<u>84</u>	<u>8</u>	<u>2494</u>

Notes:

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of franchised Chick-fil-A Restaurants opened in each state during each fiscal year, including both new restaurants and company-owned restaurant operations purchased by an Operator from Chick-fil-A.
3. For purposes of the above table, “Terminations” reflects the total number of Franchise Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the Franchise Agreement’s term and without providing any consideration to the Operator (whether by payment, forgiveness or assumption of debt, or new franchised Chick-fil-A Restaurant opportunity).

TABLE NO. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS ~~2020~~2021 TO ~~2022~~2023

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
~~AL~~	~~2020~~	~~13~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~14~~
<u>AL</u>	2021	14	1	0	0	0	0	15
	2022	15	0	0	0	0	0	15
~~AZ~~	~~2020~~ <u>2023</u>	~~7~~ <u>15</u>	~~0~~ <u>1</u>	0	0	0	0	~~7~~ <u>16</u>
<u>AZ</u>	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
~~AR~~	~~2020~~ <u>2023</u>	~~12~~ <u>7</u>	~~0~~ <u>1</u>	0	0	0	0	~~12~~ <u>8</u>
<u>AR</u>	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
~~CA~~	~~2020~~ <u>2023</u>	~~4~~ <u>12</u>	0	~~0~~ <u>2</u>	0	0	0	~~4~~ <u>10</u>
<u>CA</u>	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
~~CO~~	~~2020~~ <u>2023</u>	~~2~~ <u>4</u>	~~0~~ <u>1</u>	0	0	0	0	~~2~~ <u>5</u>
<u>CO</u>	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
~~CT~~	~~2020~~ <u>2023</u>	~~1~~ <u>2</u>	0	0	0	0	0	~~1~~ <u>2</u>
<u>CT</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~DE~~	~~2020~~ <u>2023</u>	~~2~~ <u>1</u>	0	0	0	0	0	~~2~~ <u>1</u>
<u>DE</u>	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
~~DC~~	~~2020~~ <u>2023</u>	~~5~~ <u>2</u>	0	0	0	0	0	~~5~~ <u>2</u>
<u>DC</u>	2021	5	0	0	0	0	0	5
	2022	5	0	1	0	0	0	4
~~FL~~	~~2020~~ <u>2023</u>	~~24~~ <u>4</u>	1	0	0	0	0	~~25~~ <u>5</u>
<u>FL</u>	2021	25	2	1	0	0	0	26
	2022	26	0	0	0	0	0	26
~~GA~~	~~2020~~ <u>2023</u>	~~27~~ <u>26</u>	~~0~~ <u>3</u>	~~4~~ <u>1</u>	0	0	0	~~23~~ <u>28</u>
<u>GA</u>	2021	24	0	1	0	0	0	23

	2022	23	1	1	0	0	0	24
	<u>2023</u>	<u>24</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>25</u>

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
~~ID~~	~~2020~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
<u>ID</u>	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
~~IL~~	~~2020~~ <u>2023</u>	~~84~~ <u>84</u>	~~10~~ <u>10</u>	~~20~~ <u>20</u>	0	0	0	~~74~~ <u>74</u>
<u>IL</u>	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
~~IN~~	~~2020~~ <u>2023</u>	~~87~~ <u>87</u>	0	0	0	0	0	~~87~~ <u>87</u>
<u>IN</u>	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
~~KS~~	~~2020~~ <u>2023</u>	~~59~~ <u>59</u>	~~01~~ <u>01</u>	0	0	0	0	~~510~~ <u>510</u>
<u>KS</u>	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
~~KY~~	~~2020~~ <u>2023</u>	~~115~~ <u>115</u>	~~10~~ <u>10</u>	~~01~~ <u>01</u>	0	0	0	~~124~~ <u>124</u>
<u>KY</u>	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
~~LA~~	~~2020~~ <u>2023</u>	~~1112~~ <u>1112</u>	~~10~~ <u>10</u>	0	0	0	0	12
<u>LA</u>	2021	12	0	0	0	0	0	12
	2022	12	0	0	0	0	0	12
~~MD~~	~~2020~~ <u>2023</u>	~~812~~ <u>812</u>	0	0	0	0	0	~~812~~ <u>812</u>
<u>MD</u>	2021	8	0	1	0	0	0	7
	2022	7	0	0	0	0	0	7
~~MI~~	~~2020~~ <u>2023</u>	~~47~~ <u>47</u>	~~10~~ <u>10</u>	~~10~~ <u>10</u>	0	0	0	~~47~~ <u>47</u>
<u>MI</u>	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
~~MN~~	~~2020~~ <u>2023</u>	~~54~~ <u>54</u>	0	0	0	0	0	~~54~~ <u>54</u>
<u>MN</u>	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
~~MS~~	~~2020~~ <u>2023</u>	~~85~~ <u>85</u>	~~20~~ <u>20</u>	0	0	0	0	~~105~~ <u>105</u>
<u>MS</u>	2021	10	1	1	0	0	0	10
	2022	10	0	1	0	0	0	9
	<u>2023</u>	<u>9</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>11</u>
MO	~~2020~~ <u>2023</u>	10	0	0	0	0	0	10

	<u>1</u>							
	~~2021~~ <u>2022</u>	10	0	0	0	0	0	10
	~~2022~~ <u>2023</u>	10	0	0	0	0	0	10

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
~~NE~~	~~2020~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
<u>NE</u>	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
~~NV~~	~~2020~~ <u>2023</u>	~~1~~ <u>3</u>	0	~~0~~ <u>1</u>	0	0	0	~~1~~ <u>2</u>
<u>NV</u>	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~NJ~~	~~2020~~ <u>2023</u>	~~3~~ <u>1</u>	0	0	0	0	0	~~3~~ <u>1</u>
<u>NJ</u>	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
~~NM~~	~~2020~~ <u>2023</u>	~~2~~ <u>3</u>	~~0~~ <u>2</u>	0	0	0	0	~~2~~ <u>5</u>
<u>NM</u>	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
~~NY~~	~~2020~~ <u>2023</u>	2	0	0	0	0	0	2
<u>NY</u>	2021	2	0	1	0	0	0	1
	2022	1	1	~~0~~ <u>0</u>	0	0	0	2
~~NC~~	~~2020~~ <u>2023</u>	~~25~~ <u>2</u>	~~1~~ <u>5</u>	0	0	0	0	~~26~~ <u>7</u>
<u>NC</u>	2021	26	0	0	0	0	0	26
	2022	26	0	0	0	0	0	26
~~ND~~	~~2020~~ <u>2023</u>	~~0~~ <u>26</u>	0	~~0~~ <u>2</u>	0	0	0	~~0~~ <u>24</u>
<u>ND</u>	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
~~OH~~	~~2020~~ <u>2023</u>	~~7~~ <u>1</u>	~~1~~ <u>0</u>	0	0	0	0	~~8~~ <u>1</u>
<u>OH</u>	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7
~~OK~~	~~2020~~ <u>2023</u>	~~14~~ <u>7</u>	~~0~~ <u>2</u>	~~0~~ <u>1</u>	0	0	0	~~14~~ <u>8</u>
<u>OK</u>	2021	14	0	2	0	0	0	12
	~~2021~~ <u>2022</u>	12	0	1	0	0	0	11
~~PA~~	~~2020~~ <u>2023</u>	~~20~~ <u>11</u>	~~0~~ <u>1</u>	~~1~~ <u>0</u>	0	0	0	~~19~~ <u>12</u>
<u>PA</u>	2021	19	2	1	0	0	0	20
	2022	20	2	0	0	0	0	22
~~SC~~	~~2020~~ <u>2023</u>	~~17~~ <u>22</u>	1	0	0	0	0	~~18~~ <u>23</u>

	3							
SC	2021	18	0	0	0	0	0	18
	2022	18	1	1	0	0	0	18
	2023	18	1	0	0	0	0	19

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
~~SD~~	~~2020~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
<u>SD</u>	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
~~TN~~	~~2020~~ <u>2023</u>	~~19~~ <u>2</u>	1	0	0	0	0	~~20~~ <u>3</u>
<u>TN</u>	2021	20	1	0	0	0	0	21
	2022	21	1	0	0	0	0	22
~~TX~~	~~2020~~ <u>2023</u>	~~63~~ <u>22</u>	~~4~~ <u>0</u>	~~2~~ <u>0</u>	0	0	0	~~65~~ <u>22</u>
<u>TX</u>	2021	65	1	0	0	0	0	66
	2022	66	0	0	0	0	0	66
~~UT~~	~~2020~~ <u>2023</u>	~~4~~ <u>66</u>	0	0	0	0	0	~~4~~ <u>66</u>
<u>UT</u>	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
~~VA~~	~~2020~~ <u>2023</u>	~~18~~ <u>4</u>	~~2~~ <u>0</u>	~~1~~ <u>0</u>	0	0	0	~~19~~ <u>4</u>
<u>VA</u>	2021	19	1	0	0	0	0	20
	2022	20	1	1	0	0	0	20
~~WV~~	~~2020~~ <u>2023</u>	~~4~~ <u>20</u>	~~0~~ <u>1</u>	0	0	0	0	~~4~~ <u>21</u>
<u>WV</u>	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
~~Totals~~	~~2020~~ <u>2023</u>	~~38~~ <u>24</u>	~~18~~ <u>0</u>	~~11~~ <u>0</u>	0	0	0	~~38~~ <u>94</u>
	2021	390	11	8	0	0	0	393
<u>Totals</u>	2022	393	8	6	0	0	0	395
	<u>2023</u>	<u>395</u>	<u>25</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>412</u>

Notes:

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of Chick-fil-A Licensed Units opened in each state during each fiscal year, including both new licensed units and company-owned licensed units purchased by a Licensee from Chick-fil-A.
3. For purposes of the above table, “Terminations” reflects the total number of License Agreements terminated in each state during each fiscal year by Chick-fil-A prior to the end of the License Agreement’s term and without providing any consideration to the Licensee (whether by payment, forgiveness or assumption of debt, or new Chick-fil-A Licensed Unit opportunity).

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS ~~2020~~2021 TO ~~2022~~2023

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee s	Outlets Closed	Outlets Sold to Franchisee s	Outlets at End of the Year
~~AL~~	~~2020~~	~~0~~	~~0~~	~~1~~	~~0~~	~~1~~	~~0~~
<u>AL</u>	2021	0	0	5	4	1	0
	2022	1	0	1	1	0	1
~~AZ~~	~~2020~~ <u>2023</u>	~~10~~	0	~~06~~	~~01~~	~~12~~	~~03~~
<u>AZ</u>	2021	0	0	1	0	0	1
	2022	1	0	2	0	2	1
~~AR~~	~~2020~~ <u>2023</u>	~~21~~	0	~~37~~	~~40~~	~~34~~	~~14~~
<u>AR</u>	2021	2	0	1	1	1	1
	2022	1	0	1	0	0	2
~~CA~~	~~2020~~ <u>2023</u>	~~41~~	0	~~32~~	~~01~~	~~50~~	2
<u>CA</u>	2021	2	0	2	0	1	3
	2022	3	0	8	0	6	5
~~CO~~	~~2020~~ <u>2023</u>	~~06~~	0	~~25~~	0	~~08~~	~~23~~
<u>CO</u>	2021	2	0	6	3	2	3
	2022	3	0	4	0	3	4
~~CT~~	~~2020~~ <u>2023</u>	~~04~~	0	0	0	~~04~~	0
<u>CT</u>	2021	1	0	0	0	1	0
	2022	0	0	0	0	0	0
~~DC~~	~~2020~~ <u>2023</u>	0	0	~~01~~	0	~~01~~	0
<u>DC</u>	2021	0	0	0	0	0	0
	2022	0	0	1	0	1	0
~~DE~~	~~2020~~ <u>2023</u>	0	0	~~20~~	0	~~10~~	~~10~~
<u>DE</u>	2021	1	0	1	0	2	0
	2022	0	0	0	0	0	0
~~FL~~	~~2020~~ <u>2023</u>	1	0	~~50~~	0	~~21~~	~~40~~
<u>FL</u>	2021	5	0	11	5	4	7
	2022	7	0	10	3	8	6
~~GA~~	~~2020~~ <u>2023</u>	~~18~~	~~20~~	~~46~~	~~34~~	~~14~~	~~36~~
<u>GA</u>	2021	3	0	14	5	4	8

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
~~IL~~	2022	10	0	13	9	7	7
	~~2020~~ 2023	~~0~~ 9	~~2~~ 0	~~3~~ 12	~~0~~ 8	~~2~~ 6	~~3~~ 7
<u>IL</u>	2021	1	0	2	0	0	3
	2022	3	0	4	1	4	2
~~IN~~	~~2020~~ 2023	~~4~~ 2	0	~~4~~ 6	~~4~~ 0	~~2~~ 4	~~2~~ 4
<u>IN</u>	2021	2	0	3	0	3	2
	2022	2	0	2	1	2	1
	2023	0	0	1	0	1	0

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
~~IA~~	~~2020~~	~~0~~	~~0~~	~~3~~	~~0~~	~~2~~	~~4~~
<u>IA</u>	2021	0	0	3	0	0	3
	2022	3	0	1	1	1	2
~~KS~~	~~2020~~ 2023	~~4~~ 2	0	0	0	~~4~~ 0	~~0~~ 2
<u>KS</u>	2021	1	0	1	0	2	0
	2022	0	0	0	0	0	0
~~KY~~	~~2020~~ 2023	0	0	~~0~~ 3	0	~~0~~ 2	~~0~~ 1
<u>KY</u>	2021	0	0	2	1	0	1
	2022	1	0	0	0	1	0
~~LA~~	~~2020~~ 2023	0	0	1	0	~~0~~ 1	~~4~~ 0
<u>LA</u>	2021	1	0	5	1	3	2
	2022	1	0	3	1	2	1
~~MD~~	~~2020~~ 2023	1	0	~~4~~ 3	0	3	~~2~~ 1
<u>MD</u>	2021	3	0	5	3	3	2
	2022	2	0	2	0	2	2
~~MA~~	~~2020~~ 2023	~~0~~ 2	0	~~0~~ 1	0	~~0~~ 2	~~0~~ 1
<u>MA</u>	2021	0	0	1	0	1	0
	2022	0	0	1	0	0	1
~~MI~~	~~2020~~ 2023	~~0~~ 1	0	0	0	0	~~0~~ 1
<u>MI</u>	2021	0	0	1	0	0	1
	2022	1	0	0	0	1	0
~~MN~~	~~2020~~ 2023	0	0	0	0	0	0
<u>MN</u>	2021	0	0	2	0	1	1
	2022	1	0	1	0	1	1
~~MS~~	~~2020~~ 2023	1	0	~~2~~ 0	0	~~4~~ 0	~~2~~ 1
<u>MS</u>	2021	2	0	0	0	1	1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
~~MO~~	2022	1	0	3	2	2	0
	~~2020~~ 2023	~~1~~ 0	0	0	0	~~1~~ 0	0
<u>MO</u>	2021	0	0	2	0	0	2
	2022	2	0	1	0	1	2
~~NE~~	~~2020~~ 2023	~~0~~ 2	0	~~0~~ 1	0	~~0~~ 3	0
	2021	0	0	0	0	0	0
<u>NE</u>	2022	0	0	1	0	0	1
	~~2020~~ 2023	~~0~~ 1	0	~~0~~ 1	0	~~0~~ 2	0
<u>NV</u>	2021	0	0	2	0	1	1
	2022	1	0	0	0	1	0
~~NJ~~	~~2020~~ 2023	~~2~~ 0	0	~~3~~ 0	0	~~3~~ 0	~~2~~ 0
	2021	2	0	5	0	4	3
<u>NJ</u>	2022	4	0	8	0	7	5
	~~2020~~ 2023	~~0~~ 5	0	3	1	~~2~~ 4	~~0~~ 3
<u>NM</u>	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	3	0	1	2

CHICK-FIL-A COMPANY-OPERATED RESTAURANTS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
~~NC~~	~~2020~~	~~2~~	~~0~~	~~1~~ 0	~~1~~	~~6~~	~~5~~
<u>NC</u>	2021	6	0	6	4	3	5
	2022	6	0	2	1	4	3
~~NY~~	~~2020~~ 2023	~~1~~ 4	0	~~0~~ 3	~~0~~ 1	~~1~~ 2	~~0~~ 4
	2021	0	0	0	0	0	0
<u>NY</u>	2022	0	0	1	0	0	1
~~OH~~	~~2020~~ 2023	~~0~~ 1	0	~~2~~ 0	0	~~0~~ 1	~~2~~ 0
	2021	2	0	3	0	3	2
<u>OH</u>	2022	3	0	2	2	3	0
~~OK~~	~~2020~~ 2023	0	0	~~0~~ 2	0	~~0~~ 2	0
	2021	1	0	1	1	0	1
<u>OK</u>	2022	1	0	2	0	1	2
~~PA~~	~~2020~~ 2023	~~3~~ 2	0	~~9~~ 0	0	~~5~~ 0	~~7~~ 2
	2021	7	0	3	3	1	6
<u>PA</u>	2022	6	0	2	2	1	5
~~SC~~	~~2020~~ 2023	~~1~~ 6	0	1	~~1~~ 0	~~1~~ 6	~~0~~ 1

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
<u>SC</u>	2021	1	0	3	1	2	1
	2022	1	0	4	2	1	2
	~~2020~~ 2023	~~0~~ 2	~~1~~ 0	~~4~~ 1	~~1~~ 3	~~1~~ 0	~~3~~ 0
<u>TN</u>	2021	3	0	2	2	1	2
	2022	2	0	0	1	0	1
	~~2020~~ 2023	~~0~~ 2	0	~~1~~ 4	~~3~~ 0	~~9~~ 2	~~2~~ 1
<u>TX</u>	2021	5	0	14	5	7	7
	2022	8	0	20	7	14	7
	~~2020~~ 2023	~~0~~ 6	0	~~1~~ 12	~~0~~ 2	~~0~~ 12	~~1~~ 4
<u>UT</u>	2021	1	0	0	0	1	0
	2022	0	0	3	0	0	3
	~~2020~~ 2023	~~3~~ 4	0	~~6~~ 2	0	~~6~~ 4	~~3~~ 2
<u>VA</u>	2021	3	0	3	2	1	3
	2022	4	0	4	4	1	3
	~~2020~~ 2023	~~0~~ 4	0	~~0~~ 6	0	~~0~~ 9	~~0~~ 1
<u>WV</u>	2021	1	0	1	0	0	2
	2022	2	0	3	2	1	2
	2023	2	0	2	0	2	2
WY	~~2020~~ 2021	0	0	1	1	0	0
	~~2021~~ 2022	0	0	0	0	0	0
	~~2022~~ 2023	0	0	0	0	0	0
Totals	2020	26	5	91	13	60	49
<u>Totals</u>	2021	57	0	106	41	57	69
	2022	81	0	109	40	77	73
	2023	80	0	92	21	93	58

Notes:

1. All numbers for “Outlets at Start of the Year” in the preceding table are as of the beginning of each fiscal year. All numbers for “Outlets at End of the Year” in the preceding table are as of the end of each fiscal year.
2. For purposes of the above table, “Opened” reflects the total number of company-owned Chick-fil-A Restaurants opened in each state during each fiscal year.
3. For purposes of the above table, “Outlets Reacquired from Franchisees” includes all instances where a Chick-fil-A Restaurant is transferred from an Operator to Chick-fil-A for any reason. These figures include, among other things, all instances where an Operator voluntarily terminates a Franchise Agreement in order to obtain a commitment to be franchised to operate a different

Chick-fil-A Restaurant, the Franchise Agreement is terminated by Chick-fil-A, an Operator or by mutual consent, or an Operator otherwise leaves the Chick-fil-A system.

TABLE NO. 4

STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS ~~2020~~2021 TO ~~2022~~2023

CHICK-FIL-A LICENSED UNITS

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee s	Outlets Closed	Outlets Sold to Franchisee s	Outlets at End of the Year
All States	~~2020~~ <u>2021</u>	0	0	0	0	0	0
	~~2021~~ <u>2022</u>	0	0	0	0	0	0
	~~2022~~ <u>2023</u>	0	0	0	0	0	0
Totals	~~2020~~ <u>2021</u>	0	0	0	0	0	0
	~~2021~~ <u>2022</u>	0	0	0	0	0	0
	~~2022~~ <u>2023</u>	0	0	0	0	0	0

Note: Neither Chick-fil-A nor any affiliate opened, reacquired, closed or sold any Chick-fil-A Licensed Units during the ~~2020~~, ~~2021~~-~~and~~, 2022 and 2023 calendar years.

TABLE NO. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, ~~2022~~2023

CHICK-FIL-A FRANCHISED AND COMPANY-OPERATED RESTAURANTS

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	~~1~~ 4	0
Arizona	~~0~~ 2	~~4~~ 5	0
Arkansas	0	1	0
California	4	~~15~~ 20	0
Colorado	0	1	0
Connecticut	0	~~2~~ 1	0
~~District of Columbia~~ Delaware	~~1~~ 0	1	0
Florida	~~7~~ 2	~~14~~ 20	0
Georgia	~~2~~ 0	~~7~~ 10	0
~~Hawaii~~ Iowa	~~1~~ 0	~~1~~ 2	0
Illinois	~~2~~ 0	5	0
Indiana	0	~~3~~ 4	0
~~Kentucky~~ Kansas	0	~~3~~ 2	0
~~Louisiana~~ Kentucky	1	~~4~~ 2	0
~~Maryland~~ Louisiana	~~1~~ 0	~~4~~ 1	0
Massachusetts	0	2	0
Maryland	0	1	0
Michigan	1	~~3~~ 4	0
Minnesota	~~1~~ 0	1	0
Missouri	~~0~~ 3	~~3~~ 4	0
Mississippi	~~1~~ 0	~~1~~ 2	0
~~Montana~~ Nebraska	~~1~~ 0	1	0
~~Nevada~~ New Hampshire	0	1	0
New Jersey	~~0~~ 1	~~4~~ 2	0
New ~~Mexico~~ York	1	~~1~~ 3	0
~~New York~~ North Carolina	1	5	0
North ~~Carolina~~ Dakota	~~1~~ 0	~~6~~ 1	0
Ohio	0	~~4~~ 3	0
Oklahoma	~~2~~ 0	4	0
Oregon	0	~~1~~ 3	0
Pennsylvania	1	~~4~~ 7	0
South Carolina	0	1	0
Tennessee	~~1~~ 0	~~5~~ 2	0
Texas	~~6~~ 4	~~23~~ 16	0
~~Utah~~ Virginia	1	~~1~~ 3	~~0~~
Virginia	0	6	0
Washington	~~1~~	~~2~~	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
~~West Virginia~~ Washington	~~1~~ 0	1	0
Wisconsin	0	1	0
Total	~~39~~ 22	~~145~~ 157	0

FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT YET OPENED AS OF DECEMBER 31, ~~2022~~2023

State	City	Name (Last, First)	Street Address	Current Business Phone or email address
~~CA~~ AZ	~~Monrovia~~ Flagstaff	~~Turner, Lamar~~ Vickroy, Nathan	~~820 W Huntington Dr~~ 2401 E Route 66	~~626-825-7064~~ 928-889-3111
~~CA~~ AZ	~~Norwalk~~ Goodyear	~~Schivley, Christopher~~ Ploeser, Bruce	~~10710 Firestone Blvd~~ 1065 N Estrella Pkwy	~~562-239-4049~~ 602-237-6277
CA	Upland	El Monte	Hawkins, Edward	Anderson, Kelsey
CA	West Covina	Murrieta	Hernandez	Jeppsen, Daniel
DC	Washington	Riverside	Kang	Kisow, Deeben
FL	Bartow	South Gate	Kranitz, William	Pendray, Corey
FL	Boea	Raton	Jensen	Beach
FL	Bradenton	Pembroke Pines	Hoeksema, Nathanael	Bieschke, Michelle
FL	Defuniak Springs	Neil, Daniel		
FL	Hialeah	Sampayo, Antonio		
FL	Lantana	Louisville	Starnes, Jeremy	Ferree, Richard
FL	Lutz	Chippeaux, Matthew		
GA	Cedartown	Brannon, Kristen		
GA	Tooeoa	Pischke, Tyler		
HI	Honolulu	Dydaseo, Zane		
IL	Chicago	Taylor	Pulgine, Sautter, Anthony	

State	City	Name (Last, First)	Street Address	Current Business Phone or email address
IL MO	Edwardsville Coeur	Brunner, Phillip Bruce, Devin	2319 Troy Rd 12398 Olive Blvd	618-391-0563 314-314-6311
LA	New Orleans	Triplett, Sarah	4130 General Degaulle Dr	504-401-4487
MD MO	Hyattsville Maryland Heights	Chesson, Jessie Griffin, Carter	6150 Annapolis 12607 Dorsett Rd	301-341-0022 314-219-1910
MI MO	Livonia Springfield	Brown Heberlie, Vikki Brian	11700 Middlebelt Rd 2355 N Glenstone Ave	734-744-3337 417-427-2577
MN	Eden Prairie	Armstrong, Andrew	12350 Castlemoor Drive	952-247-4044
MS	Petal	Johnson, Chasity	1156 Evelyn Gandy Pkwy	601-340-9758
MT	Billings	Lewis, Donald, III	670 S 24 th St W	406-970-0018
NC	King Asheville	Parrish, Michael Tanner, Samuel	549 S Main St 970 Brevard Rd	336-377-3440 05018@c hick-fil-a.com
NM NJ	Albuquerque Pennsylvania	Juarez Atie, Christopher Charbel	3911 Las Estancias Ct SW1180 US Highway 46	505-305-6058 04899@c hick-fil-a.com
NY	Clifton Park Bronx	Payne, John, II Ruiz Gonzalez, Roberto	304 Clifton Park Ctr 201 E Fordham Rd	04904@chick-fil-a.com 347-222-3811
OK	Oklahoma City	Novak, James	7101 Memorial Parkway	04998@chick-fil-a.com
OK	Oklahoma City	Whitthorne, Patricia	1409 NW Expressway	405-810-8888
PA	Philadelphia Mechanicsburg	Lopez, Kevin Lindoefer, William	2650 Penrose Ave 219 Gettysburg Pike	610-871-1588 717-781-2151
TN TX	Sevierville Cypress	Rowell Chaluh, Terry David	770 Winfield Dunn Pkwy 14011 Spring Cypress Rd	865-250-1506 281-394-3991
TX	Dallas	Calva, Joshua Walkup, Michael	1401 Elm St Ste 22011809 E Northwest Hwy	214-748-4520 469-389-2330
TX	Henderson Katy	Bringman, Michael Baca, Amanda	2416 US Highway 79 S 22159 FM 529 Rd	430-243-3447 281-347-0039
TX	Houston	Salvagio, Julianne	7900 Main St	713-395-3888
TX	San Antonio	Williams, James Ramirez-Bustamante, Adriana	106 E Houston St 5552 NW Loop 410	04739@chick-fil-a.com 210-888-0419
TX VA	Stephenville Dumfries	Bennett, Lance Yang, Natalie	2798 W Washington St 3330 Pine Bluff Drive	254-431-3336 703-621-1780
TX	Victoria	Murphy, James	714 E Rio Grande St	361-575-5071
UT	Saratoga Springs	Clayton, Benjamin	931 N Redwood Rd	801-508-2258
WA	Lynnwood	Ober, Josiah	19615 Highway 99	425-321-5566
WV	Charleston	Minturn, Thomas	90 Maccorkle Ave SW	04302@chick-fil-a.com

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

TABLE NO. 5

PROJECTED OPENINGS
AS OF DECEMBER 31, ~~2022~~2023

CHICK-FIL-A LICENSED UNITS

State	License Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Alabama	0	~~1~~ 2	0
~~Arizona~~ Arkansas	0	1	0
California	0	~~1~~ 2	0
~~Colorado~~	~~0~~	~~1~~	~~0~~
Florida	~~1~~ 2	4	0
Georgia	0	~~2~~ 1	0
Illinois	~~1~~ 0	1	~~0~~
~~Indiana~~ Massachusetts	0	1	0
~~Mississippi~~ Michigan	~~0~~ 1	~~2~~ 1	0
Montana	~~0~~ 1	1	0
New Jersey	0	~~2~~ 1	0
New York	~~0~~ 1	~~7~~ 4	0
~~Ohio~~ North Carolina	0	1	0
~~Oklahoma~~ Pennsylvania	0	1	0
South Carolina	0	~~2~~ 1	0
~~South Dakota~~ Tennessee	0	1	0
~~Tennessee~~ Virginia	~~1~~ 0	1	0
~~Virginia~~ Washington DC	0	1	0
~~Washington DC~~	~~1~~	~~2~~	~~0~~
Wyoming	~~1~~ 0	~~0~~ 1	0
Total	5	~~33~~ 26	0

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

A list of the names of all Operators and the addresses and telephone numbers of their Chick-fil-A Restaurants as of December 31, ~~2022~~2023 are listed in Exhibit “E” to this Disclosure Document. Chick-fil-A owned and operated restaurants are also included in this list and are identified by the designation “TMP.” Also included in Exhibit “E” is a list of Licensees and the addresses and telephone numbers of their outlets as of December 31, ~~2022~~2023. See Item 1 for description of, and differences between, the franchised Operator-owned Chick-fil-A Restaurants and Licensed Units. A list of the names, city and state, and business telephone number (or, if unknown, the last known telephone number) of every Operator who has had a Chick-fil-A Restaurant business terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A franchise agreement during fiscal year ~~2022~~2023 or who has not communicated with us within ten weeks of the issuance date of this Disclosure Document is attached as Exhibit “F.” If you buy this franchise, your contact information may be disclosed to other buyers when you leave the Chick-fil-A franchise system.

If the franchise being offered relates to a franchised Chick-fil-A Restaurant business that is a company or affiliate-owned Chick-fil-A Restaurant unit that was previously a franchised outlet, Chick-fil-A will provide you with a Supplemental Item 20 Disclosure regarding the Chick-fil-A Restaurant unit’s past five years of operation. The Supplemental Item 20 Disclosure will list the name, city and state, and current business phone number of each previous owner of the Chick-fil-A Restaurant

unit during the prior five-year period, the beginning and ending date of each person's respective ownership of the franchised Chick-fil-A Restaurant business, the reason for each change in ownership, and when Chick-fil-A retained control of the Chick-fil-A Restaurant unit.

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

There are no franchisee associations required to be listed in this Disclosure Document.

Item 21

FINANCIAL STATEMENTS

Exhibit "C" to this Disclosure Document includes (i) the audited consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries, which comprise the consolidated balance sheets as of December 31, 2023 and 2022 and ~~2021 and~~ the related consolidated statements of comprehensive earnings, of stockholders' equity and of cash flows for each of the three years (2023, 2022, and 2021, ~~and 2020~~) in the period ended December 31, ~~2022~~2023.

Item 22

CONTRACTS

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

EXHIBIT "B" Franchise Agreement

Exhibits to Franchise Agreement

EXHIBIT "A"	Lease for Initial Business
EXHIBIT "B"	Chick-fil-A Trademarks
EXHIBIT "C"	Chick-fil-A Menu Offerings
ADDENDUM "1-A"	Additional Business Amendment for Traditional Unit (Sole Proprietorship)
ADDENDUM "1-B"	Additional Business Amendment for Traditional Unit (Business Entity)
ADDENDUM "2-A"	Additional Business Amendment for ~~Satellite~~ <u>Captive Venue</u> (Sole Proprietorship)
	Exhibit "A" – Concession Sublicense Agreement
ADDENDUM "2-B"	Additional Business Amendment for ~~Satellite~~ <u>Captive Venue</u> (Business Entity)
	Exhibit "A" – Concession Sublicense Agreement
ADDENDUM "3-A"	Food Truck License and Sublease Agreement (Sole Proprietorship)
ADDENDUM "3-B"	Food Truck License and Sublease Agreement (Business Entity)

EXHIBIT "B-1"	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT "B-2"	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "G"	State Specific Addenda and Agreement Amendments

Chick-fil-A's prime leases and ground leases for the various Chick-fil-A Restaurant sites vary substantially from site to site because of the different requirements of landlords and property owners, so there is no model prime lease or ground lease form that will be attached to the Lease that can be said to be a typical prime lease or ground lease by which an Operator will be bound. The same is true for the forms of Concession Agreements for ~~satellite~~captive venue units so that there is no model Concession

Agreement form that will be attached to the Concession Sublicense Agreement. In every instance, the Operator will be bound by the terms and conditions of the instruments that affect the subject site.

Item 23

RECEIPTS

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

® All trademarks are the property of their respective owners.

EXHIBIT “A”

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

LIST OF STATE ADMINISTRATORS

CALIFORNIA Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7505	NEW YORK New York State Department of Law Bureau of Investor Protection and Securities 28 Liberty Street New York, New York 10005 (212) 416-8236 Phone (212) 416-6042 Fax
HAWAII Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department 600 East Blvd., 5 th Floor Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Franchise Bureau Office of Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 West Washington Street Indianapolis, IN 46204 (317) 232-6531	SOUTH DAKOTA Department of Labor and Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place, 20 th Floor Baltimore, MD 21202 (410) 576-6360	VIRGINIA State Corporation Commission Department of Securities and Retail Franchising 1300 E. Main St., 9 th Floor Richmond, VA 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 1 st Floor Lansing, MI 48913 (517) 335-7567	WASHINGTON Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce Market Assurance Division 85 7 th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	WISCONSIN Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue, Suite 300 Madison, WI 53703 (608) 266-3431

LIST OF AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Commissioner of Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500	NEW YORK Secretary of State of New York 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001 (518) 474-4750
HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	NORTH DAKOTA North Dakota Securities Department State Capitol, 5 th Floor 600 East Blvd. Bismarck, ND 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 S. Second Street Springfield, IL 62706 (217) 782-4465	RHODE ISLAND Division of Business Regulation Division of Securities John O. Pastore Complex 1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9527
INDIANA Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204 (317) 232-6531	SOUTH DAKOTA Department of Labor & Regulation Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner Office of Attorney General 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	VIRGINIA Clerk of the State Corporation Commission Tyler Building, 1 st Floor 1300 E. Main St. Richmond, VA 23219 (804) 371-9733
MICHIGAN Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6456 Mercantile Way Lansing, MI 48909 (517) 335-7567	WASHINGTON Director, Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101 (651) 539-1500	WISCONSIN Commissioner of Securities Securities and Franchise Registration 201 West Washington Avenue Suite 300 Madison, WI 53703 (608) 266-3431

EXHIBIT “B”

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

(Chick-fil-A Operator)

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

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

By: _____
Andrew T. Cathy, Chief Executive Officer

Witness

(CORPORATE SEAL)

The "Operator"

Witness

Date: _____

"Initial Business"

Chick-fil-A at _____
(store name & number)

address _____
city, state _____

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

Additional terms and conditions of this Agreement begin on the following page. This Agreement also contains three attached exhibits ("A", "B", "C") that contain additional terms and conditions of this Agreement, and six attached addenda ("1-A", "1-B", "2-A", "2-B", "3-A" and "3-B" that contain sample forms of agreement that may be added to this Agreement.).

TABLE OF CONTENTS

COVER PAGE/SIGNATURES.....	1
1. DEFINITIONS.....	2
2. TERM AND ADDITIONAL BUSINESS.....	5
3. INITIAL AND ADDITIONAL FRANCHISE FEES.....	7
4. BUSINESS OPERATION.....	7
5. DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY.....	7
6. CHARGES BILLED TO OR PAID BY CHICK-FIL-A.....	8
7. INSURANCE.....	8
8. TYPES OF FOOD TO BE SOLD.....	9
9. SOURCES OF SUPPLIES.....	9
10. LIMITATION ON ALTERNATIVES.....	10
11. PAYMENTS TO CHICK-FIL-A FOR PRODUCTS OR INGREDIENTS PURCHASED BY OPERATOR.....	10
12. STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT.....	11
13. INSPECTION.....	12
14. CALCULATION AND PAYMENT OF FEES AND OTHER OPERATOR COSTS AND EXPENSES.....	13
15. REPORTS AND RECORDS.....	19
16. TRAINING.....	21
17. ADVERTISING.....	21
18. TRADE SECRETS AND CONFIDENTIAL INFORMATION.....	23
19. USE OF THE MARKS.....	24
20. COMPETITION.....	24
21. TRANSFERABILITY OF INTEREST.....	25
22. REMEDIES.....	27
23. RESTRICTIONS DEEMED REASONABLE.....	28
24. TERMINATION.....	28
25. FRANCHISE RELATIONSHIP.....	31
26. REPRESENTATIONS AND WARRANTIES.....	31
27. INDEMNIFICATION.....	33
28. GENERAL PROVISIONS.....	33

EXHIBIT “A” LEASE FOR INITIAL BUSINESS

EXHIBIT “B” CHICK-FIL-A TRADEMARKS

EXHIBIT “C” CHICK-FIL-A MENU OFFERINGS

ADDENDUM “1-A” ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT (SOLE PROPRIETORSHIP)

ADDENDUM “1-B” ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT (BUSINESS ENTITY)

ADDENDUM “2-A” ADDITIONAL BUSINESS AMENDMENT FOR ~~SATELLITE~~CAPTIVE VENUE (SOLE PROPRIETORSHIP)

ADDENDUM “2-B” ADDITIONAL BUSINESS AMENDMENT FOR ~~SATELLITE~~CAPTIVE VENUE (BUSINESS ENTITY)

ADDENDUM “3-A” FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (SOLE PROPRIETORSHIP)

ADDENDUM “3-B” FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (BUSINESS ENTITY)

BACKGROUND

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

B. Chick-fil-A desires to license and grant the Operator the rights necessary to own and operate a franchise regarding one or more restaurant businesses under certain valuable trade names, service marks and trademarks, including the trade name “Chick-fil-A,” and the Operator desires to own and operate each such restaurant business pursuant to the franchise granted in this Agreement, all subject to the terms and conditions below.

C. Chick-fil-A’s license and grant to the Operator of the rights necessary to own and operate a franchise pursuant to the terms and conditions below is part of a set of rights being granted by Chick-fil-A to the Operator under this Agreement to operate each such restaurant business pursuant to the franchise granted in this Agreement.

D. The license and rights granted by Chick-fil-A to the Operator to operate each such restaurant business are expressly set forth in this Agreement, including the applicable Operator Lease(s) or Concession Sublicense Agreement for SatelliteCaptive Venue Unit (and its attached Concession Agreement) attached to this Agreement or any Additional Business Amendment as an Exhibit, incorporated in and made a part of this Agreement by reference.

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good

and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

SECTION 1 – DEFINITIONS

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

(a) **“Additional Business”** means any quick-service food Business, other than the Initial Business, to be operated at the Site set forth on the additional business amendment (the **“Additional Business Amendment”**) the forms of which are attached to this Agreement as Addendum “1-A” (Traditional Unit Sole Proprietorship), Addendum “1-B” (Traditional Unit Business Entity), Addendum “2-A” (SatelliteCaptive Venue Sole Proprietorship) and Addendum “2-B” (SatelliteCaptive Venue Business Entity) completed for the particular additional quick-service food Business pursuant to Section 2.6 below;

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

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

(d) **“Concession Agreement”** means the written concession agreement between Chick-fil-A and a third party owner or manager of the premises where a SatelliteCaptive Venue Unit” (as defined below) is located pursuant to which the owner or manager of the premises grants Chick-fil-A a

license to conduct a restaurant business or concession at the premise. If Chick-fil-A offers a license to the Operator to operate a Business as a [SatelliteCaptive Venue](#) Unit, which Chick-fil-A is not obligated to do, Chick-fil-A and the Operator will enter into a written concession sublicense agreement pursuant to which Chick-fil-A sublicenses its rights and privileges under the particular Concession Agreement, and the Operator accepts the sublicense and agrees to faithfully perform Chick-fil-A's obligations under the Concession Agreement (the "**Concession Sublicense Agreement**") that governs the Operator's occupancy of the particular [SatelliteCaptive Venue](#) Unit premises. To the extent granted to Operator by CFA, the Concession Sublicense Agreement attaches the particular Concession Agreement for the particular [SatelliteCaptive Venue](#) Unit as an exhibit. In the case of a Business under this Agreement that is a [SatelliteCaptive Venue](#) Unit: (i) the signed Concession Sublicense Agreement and its attached Concession Agreement for any Initial Business that is a [SatelliteCaptive Venue](#) Unit shall be attached to this Agreement as Exhibit "A", in substitution for the Lease, and incorporated in and made a part of this Agreement by this reference; and (ii) the Concession Sublicense Agreement and its attached Concession Agreement for any Additional Business that is a [SatelliteCaptive Venue](#) Unit is attached as Exhibit "A" to the applicable Additional Business Amendment for [SatelliteCaptive Venue](#) and incorporated in and made a part of this Agreement by this reference. To the extent granted to Operator by CFA, the Concession Sublicense Agreement and its attached Concession Agreement is incorporated in and made a part of this Agreement by this reference;

(e) **"Food Trucks"** means, individually and collectively, all custom food trucks, including equipment, furnishing and fixtures in and on the food truck authorized to be used to produce, hold and/or sell a limited menu of Products, now or hereafter operated under the Trade Name (as defined below) which are part of the System. If Chick-fil-A

offers to the Operator a license to operate a Food Truck, which Chick-fil-A is not obligated to do, Chick-fil-A and the Operator will enter into a written license agreement pursuant to which Chick-fil-A licenses the operation of the Food Truck, and the Operator accepts the license and agrees to faithfully perform the Operator's obligations with regard to the Food Truck, (the "**Food Truck License and Sublease Agreement**"). Any Food Truck licensed by Chick-fil-A to the Operator under this Agreement is an extension and part of the Operator's Business(es) and not a separate Restaurant or Business. The current forms of the Food Truck License and Sublease Agreement are attached to this Agreement as Addendum "3-A" (Sole Proprietorship) and Addendum "3-B" (Business Entity) and the then-current form to be completed for the particular Food Truck pursuant to Section 2.8 below. To the extent granted to Operator by CFA, the Food Truck License and Sublease Agreement includes provisions providing for Chick-fil-A to sublease the right to use and occupy the Food Truck to Operator if Chick-fil-A leases the Food Truck from a third party and grants a sublease to the Operator. The form of the lease between Chick-fil-A and the third party (the "**Food Truck Lease**") will be attached to the Food Truck License and Sublease Agreement as an exhibit. To the extent granted to Operator by CFA, the Food Truck License and Sublease Agreement and its attached Food Truck Lease is incorporated in and made a part of this Agreement by this reference;

(f) **"Guidelines"** means the operations manuals, [operations guides](#), quality requirement manuals, the training manuals and all of the confidential policies, manuals, memos, plans, operating standards, programs, guidelines and aids prepared by Chick-fil-A and delivered or otherwise made available to the Operator from time to time for or in connection with the Business, in paper, electronic or any other format, as such may be amended, changed, replaced or modified from time to time by Chick-fil-A (collectively, the "**Manuals**"), with the terms Guidelines,

operations manuals, [operations guides](#), quality requirement manuals, training manuals and Manuals referring at all times to the most current and up-to-date master copy of all such confidential policies, manuals, memos, plans, operating standards, programs, guidelines and aids maintained by Chick-fil-A at its principal place of business;

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

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

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

(j) **“Lease”** means the written Operator’s lease between Chick-fil-A and the Operator pursuant to which Chick-fil-A grants the Operator the right to possess the Site for the particular Business unless the Business is a [SatelliteCaptive Venue](#) Unit in which case

the right to occupy the Site is governed by the Concession Sublicense Agreement and its attached Concession Agreement. The Lease for the Initial Business if not a [SatelliteCaptive Venue](#) Unit is attached to this Agreement as Exhibit “A”, and incorporated in and made a part of this Agreement by this reference. The Lease for any Additional Business that is not a [SatelliteCaptive Venue](#) Unit is attached as Exhibit “A” to the applicable Additional Business Amendment for Traditional Unit and incorporated in and made a part of this Agreement by this reference. Unless otherwise specified, any references to the “Lease” in this Agreement shall include such Concession Sublicense Agreement and its attached Concession Agreement for a [SatelliteCaptive Venue](#) Unit attached in substitution for the Lease as Exhibit “A” to this Agreement or attached as Exhibit “A” to the Additional Business Amendment, as applicable, for the [SatelliteCaptive Venue](#) Unit;

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

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

Operator and other franchisees of Restaurants;

(m) **“Minimum Standards”** means those certain levels and specifications of product quality, cleanliness, sanitation, operation and all other aspects of Restaurant operations as would be achieved by a Restaurant that was operated in full compliance with, and in every respect in conformity with, the Guidelines, the Methods, and all other operating standards, policies and programs established by Chick-fil-A for the uniform operation of Restaurants within the System;

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

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

(p) **“Restaurants”** means, individually and collectively, all quick-service food businesses, including the Businesses,

now or hereafter operated under the Trade Name which are part of the System;

(q) **“SatelliteCaptive Venue Units”** means, individually and collectively, quick-service restaurant or concession businesses, including any applicable Businesses under this Agreement, now or hereafter operated under the Trade Name which are part of the System located at non-traditional locations that Chick-fil-A has access to directly with the owners or managers of the location premises. **SatelliteCaptive Venue** Units are generally located in office buildings, big-box stores, downtown areas, schools, universities, sports stadiums, theme parks and other similar captive audience locations. **SatelliteCaptive Venue** Units may feature and serve only a limited number of menu items and may be seasonal or open limited hours;

(r) **“Site”** with respect to a particular Business means the premises where the Operator is licensed by this Agreement, including any Lease (or Concession Sublicense Agreement for a **SatelliteCaptive Venue** Unit) to operate the Business, with such premises (for a **non-SatelliteCaptive Venue** Unit) to be either: (i) owned by Chick-fil-A; (ii) leased by Chick-fil-A pursuant to a prime lease (a “Prime Lease”); or (iii) leased by Chick-fil-A pursuant to a ground lease (a “Ground Lease”), with Chick-fil-A owning the building located on the premises subject to the Ground Lease. A Site for a **SatelliteCaptive Venue** Unit will be owned or managed by a third party and the right to occupy the Site and operate the Business will be granted pursuant to the Concession Agreement. The parties shall attach any Prime Lease or Ground Lease applicable to the Site of a particular Business to the applicable Operator’s Lease for the particular Business or, as applicable, any Concession Agreement applicable to the Site for a Business that is a **SatelliteCaptive Venue** Unit to the Concession Sublicense

Agreement. “Sites” means more than one Site;

(s) **“System”** means the comprehensive restaurant system developed and licensed by Chick-fil-A for the on-going conceptualization, development, operation, marketing and franchising of a branded network of Chick-fil-A Restaurants which have been selected and developed by Chick-fil-A for the sale of the Products, and includes proprietary rights in the Intellectual Property, designs and color schemes for restaurant buildings and build-outs, signs, equipment layouts, methods of Product and Ingredient sourcing and supply, inventory and operation, and the Guidelines, the Methods, and other operating standards, policies and programs, including without limitation the Manuals, established by Chick-fil-A from time to time for the uniform operation of Chick-fil-A Restaurants within the System; and

(t) **“Trade Name”** means the trade name “Chick-fil-A.”

Capitalized terms defined and used in this Agreement shall have the meanings ascribed to them in this Agreement. Capitalized terms used but not defined in this Agreement and defined in the Lease applicable to such Business shall have the meanings ascribed to them in such Lease. Capitalized terms used but not defined in this Agreement and defined in the Concession Sublicense Agreement including its attached Concession Agreement applicable to such Business shall have the meanings ascribed to them in such Concession Sublicense Agreement including its attached Concession Agreement.

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

SECTION 2 – TERM AND ADDITIONAL BUSINESSES

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

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

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

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

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

2.3 Notwithstanding anything to the contrary contained in this Agreement, Chick-fil-A, in the exercise of its sole and exclusive business judgment, may not renew this Agreement as to one or more or all of the Businesses upon giving written notice to the Operator at least thirty (30) days prior to the end of such Agreed Term, without any further obligation or liability to the Operator, if any one or more of the following events or circumstances should occur with respect to the Operator or any one or more of the Businesses: (i) the Operator has been placed

on notice of the existence of a material default under this Agreement, and the default remains uncured at the end of such calendar year; (ii) the Operator has been placed on written notice during such calendar year of the existence of a dispute regarding revenues or payments (including, without limitation, as to fees, charges, expenses, draws, disbursements or distributions), and the dispute remains unresolved at the end of such calendar year; (iii) there has been an unauthorized transfer or attempt at transfer as defined or otherwise prohibited under this Agreement; (iv) the Operator (or, as applicable, the Operator-Owner) has failed or been unable during such calendar year to devote full time and personal best efforts to the operation of the Businesses as required under this Agreement; or (v) any other event occurs which is grounds for terminating this Agreement pursuant to Section 24.

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

2.5 Notwithstanding anything in this Agreement to the contrary:

(a) this Agreement with respect to a Business (the Site of which may be further subject to a Prime Lease or Ground Lease under the Lease for the Site in a

traditional location or further subject to the Concession Agreement and any Prime Lease or Ground Lease under the Concession Sublicense Agreement for the Site that is a [SatelliteCaptive Venue](#) Unit) shall terminate automatically, without any notice to the Operator upon the expiration or earlier termination of the Lease, or any applicable Prime Lease or Ground Lease or Concession Agreement and any Prime Lease or Ground Lease, as the case may be, for the Site of such Business; and

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

2.6 Chick-fil-A from time to time may, but is not obligated to, offer to the Operator a license to operate one or more additional Restaurants. The Site and Agreed Term of such proposed Additional Business shall be set forth on an Additional Business Amendment. Any rental obligations of the Operator with respect to any Additional Business in a traditional location shall be attached to the Lease for that Additional Business which shall be attached as Exhibit "A" to such Additional Business Amendment for a traditional unit. Any occupancy fees, use or rental obligations, however designated, of the Operator with respect to any Additional Business that is a [SatelliteCaptive Venue](#) Unit shall be contained in the Concession Sublicense Agreement and its attached Concession Agreement for that Additional Business that is a [SatelliteCaptive Venue](#) Unit which shall be attached as Exhibit "A" to the Additional Business Amendment for the [SatelliteCaptive Venue](#) Unit. Any completed Additional Business Amendment, including the Lease or the Concession Sublicense Agreement, as applicable, attached as Exhibit "A" and any of its other exhibits, when

executed by the Operator and Chick-fil-A, shall be attached to, be an amendment of and shall constitute a part of this Agreement.

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

2.8 Chick-fil-A from time to time may, but is not obligated to, offer to the Operator a license to operate one or more Food Truck(s) as an extension and part of particular Business(es) and not as a separate Restaurant or Business and not as an independent or separate franchise or franchise agreement. The license of any such proposed Food Truck shall be set forth on a Food Truck License and Sublease Agreement. Any applicable Food Truck Lease shall be attached to the Food Truck License and Sublease Agreement. Any fees, use or rental obligations, however designated, of the Operator with respect to any Food Truck shall be contained in this Agreement and the Food Truck License and Sublease Agreement and its attached Food Truck Lease, if applicable. Any completed Food Truck License and Sublease Agreement, including its attached Food Truck Lease, as applicable, when executed by the Operator and Chick-fil-A on Chick-fil-A's then current form, shall be attached to, be an amendment of and shall constitute a part of this Agreement.

SECTION 3 – INITIAL AND ADDITIONAL FRANCHISE FEES

3.1 The Operator shall pay an initial franchise fee with respect to the Initial

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

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

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

SECTION 4 – BUSINESS OPERATION

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

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

4.3 The Operator acknowledges that the rights licensed and granted to the Operator in this Agreement are limited and non-exclusive and accordingly that Chick-fil-A and its affiliates may: (i) at any time during the Agreed Term of any Business grant similar licenses to any other person or entity to operate a Restaurant or use the Marks at any place other than the Sites; and (ii) grant a similar license to any other person or entity to operate a Restaurant at any Site effective upon or following the termination of the Operator's franchise to operate the Business at the Site. This Agreement establishes and defines the Operator's franchise to operate each Business at the particular Site for such Business and no so-called "exclusive," "protected" or other territorial rights in the contiguous market area

of such Business is hereby granted or inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.

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

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

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

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

Chick-fil-A a check or by acknowledging and, to the extent required, approving Chick-fil-A's adjustments to the amounts owed by Chick-fil-A to the Operator or owed by the Operator to Chick-fil-A and paid pursuant to Section 14 hereof.

SECTION 7 – INSURANCE

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

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

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

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

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

7.2 Chick-fil-A may from time to time offer to the Operator and, to the extent offered and required, the Operator shall participate in programs of insurance designed to satisfy some or all of the Operator's insurance obligations under Section 7.1 above, through some combination of insurance contracts with outside insurance companies or a self-insurance program

maintained by Chick-fil-A, all in Chick-fil-A's sole and exclusive business judgment. The Operator will pay for the cost of the Operator's participation in such programs, including without limitation insurance premiums, claim administration expenses and any other costs rebilled or passed through to the Operator by Chick-fil-A from time to time.

7.3 In the event that Chick-fil-A does not offer the Operator an insurance package or program, or the Operator is directed by Chick-fil-A to purchase directly insurance to satisfy some or all of the Operator's insurance obligations hereunder, all such policies of insurance procured by the Operator shall be issued by insurance companies with a rating classification of not less than A- and a financial size category of VII as rated in the most current available "Best's Insurance Reports," and licensed to do business in the state where the Site being insured is located and are otherwise acceptable to or approved by Chick-fil-A. The coverage under the Operator's insurance must and will be primary, and any other insurance available to or carried by Chick-fil-A will be non-contributory or excess. Except for any workers' compensation insurance procured by the Operator, all insurance procured by the Operator shall be endorsed to name Chick-fil-A and such other parties as may be required pursuant to the terms of any Lease, Prime Lease, Ground Lease or Concession Agreement, as additional insured parties entitling each such party to recover under said policies for any loss or damage occasioned to such party, or its respective servants, agents, employees and contractors, by reason of any negligence of the Operator, the Operator's servants, agents, employees or contractors. Additionally, all such policies procured by the Operator shall comply with the terms and conditions for such policies, if any, established by Chick-fil-A and otherwise contain endorsements providing that such policies may not be materially changed, amended or cancelled with respect to

Chick-fil-A, except after thirty (30) days prior written notice from the insurance company to Chick-fil-A. All policies procured by the Operator hereunder shall contain an express waiver of any right to subrogation by the insurance company against Chick-fil-A, whether Chick-fil-A is named as an additional insured or not.

7.4 In the event that Chick-fil-A does not offer the Operator an insurance package, or the Operator is directed by Chick-fil-A to purchase directly insurance to satisfy some or all of the Operator's insurance obligations hereunder, the Operator shall deliver to Chick-fil-A, on or before the day the Operator begins operating a Business, duly executed certificates of insurance with respect to such Business and Site or, if required by Chick-fil-A, original policies, together with reasonably satisfactory evidence of payment of the premiums therefor. The Operator shall deliver similar documentation to Chick-fil-A upon renewals of such policy or policies not less than thirty (30) days prior to the expiration of the term of any coverage thereunder. The minimum limits of insurance coverage the Operator is required to carry under this Agreement shall not limit the Operator's liability under any indemnification hereunder. Chick-fil-A has no duty to confirm the existence of such insurance or to monitor such certificates or original policies.

7.5 Chick-fil-A may from time to time, in its sole and exclusive business judgment, change or modify the minimum insurance requirements provided for hereunder, including without limitation to provide that the Operator purchase and maintain additional, greater or different types and/or levels of insurance with respect to any Business or Site. In determining any required minimum types or levels of insurance or placing any required minimum insurance pursuant to this Agreement, Chick-fil-A makes no representations or warranties that such minimum coverage shall be adequate and assumes no responsibility for premium

expenses nor guarantees payment for any losses sustained by the Operator.

7.6 Notwithstanding anything to the contrary in this Agreement, Operator's obligations under this Section 7 shall be in addition to any insurance and indemnity provisions contained in any Lease, Prime Lease, Ground Lease or Concession Agreement. Operator shall comply with all applicable insurance and indemnity provisions, including any minimum insurance requirement that may be higher than the level contained in this Agreement for a particular coverage.

SECTION 8 – TYPES OF FOOD TO BE SOLD

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

SECTION 9 – SOURCES OF SUPPLIES

9.1 The Operator must purchase and use only Products and Ingredients and, to the extent designated by Chick-fil-A, services, approved by Chick-fil-A and only from suppliers and/or distributors (the "Suppliers") approved by Chick-fil-A in advance of such purchase. In the event that Chick-fil-A determines, in its sole and exclusive business judgment, that any particular Product,

Ingredient or designated service offered for sale by or otherwise purchased from any Supplier does not meet or no longer meets Chick-fil-A's Minimum Standards or Guidelines, or that Chick-fil-A's approval of the particular Product, Ingredient, or designated service, or of any Supplier, or the purchase, supply or distribution of any Product, Ingredient or designated service by any Supplier is withdrawn, the Operator shall immediately cease purchasing from the Supplier or, as applicable, cease using or purchasing the Product, Ingredient or designated service from such Supplier.

9.2 The Operator acknowledges and agrees that in order to, among other things, take advantage of marketplace efficiencies and volume pricing, Chick-fil-A has the right to negotiate and enter into System-wide purchase and distribution arrangements with, among others, the Suppliers regarding Products, Ingredients, services and other supplies and items deemed necessary or desirable by Chick-fil-A for operating each Business. Among its Suppliers, Chick-fil-A encourages and has the right to require the Operator to use any such System-wide purchase and distribution programs and/or Suppliers for the Operator's purchases of most Products, Ingredients, services and other supplies and items deemed necessary or desirable by Chick-fil-A for operating each Business. When considering whether to approve any particular supplier or to enter into any particular arrangement, Chick-fil-A shall have the right to consider, among others things, whether the supplier can show, to Chick-fil-A's reasonable satisfaction, the ability to meet Chick-fil-A's then-current standards and specifications, whether the supplier has adequate quality controls and capacity to meet the Chick-fil-A System's needs promptly and reliably, and whether the supplier's approval or the particular supplier arrangement would enable the Chick-fil-A System as a whole, in Chick-fil-A's sole and exclusive business

judgment, to take advantage of marketplace efficiencies and volume pricing.

SECTION 10 – LIMITATION ON ALTERNATIVES

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

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

11.1 The Operator acknowledges and agrees that among the Products and Ingredients purchased by the Operator from Chick-fil-A or a Supplier will be Chick-fil-A seasoning and Chick-fil-A seasoned coater, both of which are proprietary and trade secret products of Chick-fil-A used in the preparation of Products to be sold by the Operator to customers. The Operator agrees that Chick-fil-A shall have the right to receive payments for or on account of sales of such seasoning and seasoned coater and, at Chick-fil-A's option, other Products and Ingredients in such manner as Chick-fil-A deems appropriate, including without limitation: (i) from the Operator directly when the Operator purchases the seasoning, seasoned coater or other Product or Ingredient directly from Chick-fil-A or its authorized Suppliers; or (ii) from the person or entity in the supply chain who is the Operator's poultry or other authorized Supplier, or from some other person or entity in the supply chain, when the Operator purchases the

chicken product from a Supplier with the seasoning on it, or other Products or Ingredients. Chick-fil-A shall determine the amounts of the payments to be received by Chick-fil-A for the seasoning, seasoned coater and, as applicable, other Products and Ingredients from time to time in its sole and exclusive business judgment. By way of example, but without limiting the foregoing: (i) Chick-fil-A often, but not always, determines the charges for the seasoning by reference to the costs of ingredients or by agreement between Chick-fil-A and the Supplier or other person or entity in the supply chain; and (ii) Chick-fil-A often, but not always, determines the charges for the seasoned coater by a percentage pricing formula applied to Chick-fil-A's costs for the ingredients of the seasoned coater. Chick-fil-A reserves the right to make a profit on any or all such sales of the seasoning, seasoned coater and other Products and Ingredients sold or distributed to the Operator.

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

11.3 The Operator agrees to pay all charges and costs for Chick-fil-A seasoning and seasoned coater that may be charged by Chick-fil-A, the Operator's poultry Supplier or any other person or entity in the supply chain in accordance with Sections 11.1 and 11.2 above. Any and all payments to Chick-fil-A, either directly from the Operator or from the Operator's poultry Supplier or any other person or entity in the supply chain, for the seasoning or seasoned coater, or for any other Products or Ingredients as contemplated in Section 11.1 and 11.2 above, shall belong solely to Chick-fil-A. Such payments are not a part of the Gross Receipts, Operating Profit, Base Profit, Extra Profit, Additional Profit (as

defined in Section 14.1 below) or any other form of profit, income or receipt in which the Operator has an interest (except to the extent that they are "ordinary and necessary expenses" as contemplated by Section 14.1(b) below, which defines Operating Profit).

SECTION 12 – STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT

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

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

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

(c) devote the Operator's (or, as applicable, the Operator-Owner's) full time

and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating standards and image in the community in which the Business is located and in the nation as a whole and to diligently developing and personally promoting the reputation and the goodwill of the Business, the Marks and Chick-fil-A, and shall keep free from any involvement, investment or ownership in or with any enterprise or other activity that would be detrimental to, interfere with or create an actual or potential conflict of interest with the Operator's (or, as applicable, the Operator-Owner's) exertion of his/her/its full time and personal best efforts to operating the Business (which best efforts requirement shall not apply to ownership of less than five percent (5%) of the shares of a company whose shares are listed and traded on a national or regional securities exchange);

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

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

(f) hire, ~~train, manage and pay~~ determine the compensation and benefits for, establish schedules and duties for, train, manage, supervise, promote, discipline and

terminate, timely pay all wages, benefits and employee-related liabilities for, determine staffing levels, tasks to be performed and workplace health and safety rules for, such employees ~~and other parties~~ as the Operator desires or needs to assist in operating the Business and performing the Operator's duties hereunder, which employees shall be the sole and exclusive responsibility of the Operator as the employer of such employees;

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

~~(h)~~

~~(h)~~ obey and comply with all laws, ordinances, rules, regulations and orders of governmental authorities applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including without limitation all applicable federal, state and local health, safety and sanitation laws, ordinances and regulations, ~~wage and hour laws, all laws and regulations relating to the~~ and employment, labor and immigration laws including without limitation with regard to discrimination, harassment, retaliation, wage and hour, youth employment, medical and family leave,, military leave, paid sick leave or other paid time off, gender-pay differences, workplace and worker safety food and beverage handling, preparation and ~~safety of~~ safety of food and beverage products, occupational hazards and health, and consumer protection, as well as all applicable laws, ordinances and regulations and industry standards regarding the privacy, security and handling of customer and employee or other confidential personal data and information; and

~~(i)~~ obtain and thereafter maintain

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

(i) operate the Business and maintain the Site so as always to be rated in the highest available health and safety classification by the appropriate governmental authorities and within two (2) business days of the Operator's notice or receipt thereof or by such other time(s) as Chick-fil-A may designate from time to time, notify Chick-fil-A by telephone and furnish Chick-fil-A with copies by electronic or overnight mail of:

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

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

notes a failure by the Operator to maintain the highest applicable rating for the Business or the Site;

(j) pay to Chick-fil-A all required payments due under this Agreement and any attached Lease(s) and as applicable Concession Sublicense Agreement(s) for any ~~Satellite~~Captive Venue Unit(s), including without limitation the payments set forth in Section 14 below, on the dates such payments are due;

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

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

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

12.2 Chick-fil-A, in the exercise of its sole and exclusive business judgment, may from time to time amend, modify or supplement the System and its various components, including without limitation the types of services and Products which may be provided, used or sold, the Equipment, the Marks, and the manner of operation generally. You must comply with all such amendments, modifications and supplements as may be designated or prescribed by Chick-fil-A from time to time, even if those amendments, modifications and supplements require you to incur additional expenditures.

SECTION 13 – INSPECTION

13.1 In order to protect the Marks, the public image of and all goodwill

associated with the Marks and the System as a whole, the high quality and uniform consistency of the Products, the cleanliness and sanitation of the Businesses and other interests of Chick-fil-A:

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

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

(c) Operator shall, upon notice from Chick-fil-A or its agent that any such inspected Site or tested item fails to conform to a Minimum Standard or any provision of this Agreement, immediately take any and all steps necessary to correct the cited deficiency, including without limitation immediately ceasing the use of any item, recipe or preparation or delivery method identified by Chick-fil-A as the source of the deficiency and substituting in its place a Product,

Ingredient or Method, or otherwise immediately correcting any condition at the Site determined or deemed by Chick-fil-A to be unsanitary, unhealthy, unclean and/or otherwise non-compliant with any applicable Minimum Standard or provision of this Agreement.

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

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

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

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

(ii) the Operator pays Chick-fil-A a Base Operating Service Fee (as defined in Section 14.1(e) for each Business which is equal to fifteen percent (15%) of such

Business's Gross Receipts (as defined below), minus the sum of any Equipment Rental (as defined in and pursuant to the terms of the applicable Lease for each Site) and any Business Services Fee (as defined below) paid by the Operator to Chick-fil-A for establishing and administering the program described under Section 14.12 below; and

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

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

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

(a) "Gross Receipts" as to a particular Business for each calendar month during that portion of the Agreed Term of such Business following the Commencement Date of such Business means the Operator's entire gross receipts with respect to such Business (excluding only sales taxes levied

upon retail sales and payable over to the appropriate governmental authority) from all sales at, from or related to the Site of such Business during such calendar month, whether for cash or on a charge, credit or time basis, including but not limited to such sales and services (i) where orders originate and/or are accepted by the Operator at, in or away from the Site of such Business, or (ii) pursuant to telephone, internet, online or other similar orders received or filled at or in such Site;

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

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

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

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

(c) "Aggregate Operating Profit" for a calendar month means the sum of the

Operating Profit for such month of all Businesses operated by the Operator;

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

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

(f) “Aggregate Base Operating Service Fee” for a calendar month means the sum of the Base Operating Service Fee for such month of all Businesses operated by the Operator;

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

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

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

(j) “Additional Operating Service Fee” as to a particular Business for each calendar month of that portion of the Agreed Term of such Business following the Commencement Date of such Business means (i) in the case of the Initial Business, fifty percent (50%) of the Net Profit for Initial Business for such calendar month or (ii) in the case of an Additional Business, fifty percent (50%) of the Net Profit for Additional Business for such calendar month, which is payable by the Operator to Chick-fil-A;

(k) “Aggregate Additional Operating Service Fee” for a calendar month means the sum of the Additional Operating Service Fee for such month of all Businesses operated by the Operator;

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

(m) “Aggregate Additional Profit” for a calendar month means the sum of the Additional Profit for such month of all Businesses operated by the Operator;

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

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

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

Chick-fil-A; all as set forth in Sections 14.3 through 14.9 below; and

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

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

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

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

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

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

- (i) the Aggregate Base Operating Service Fee for such calendar month; and
- (ii) the Aggregate Additional Operating Service Fee for such calendar month; and
- (iii) the Service Fee Offsets;

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

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

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

- (i) the Base Profit; and
- (ii) the Extra Profit;

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

- (i) the Aggregate Base Operating Service Fee for such calendar month;
 - (ii) the Aggregate Additional Operating Service Fee for such calendar month; and
 - (iii) the Service Fee Offsets;
- (c) the Base Profit Offsets and the Service Fee Offsets shall be reduced to zero (-0-); and
- (d) the Extra Offsets shall be reduced by the amount by which: (i) the Aggregate Additional Profit for such calendar month; exceeds (ii) the Extra Profit.

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

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

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

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

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

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

(iii) the Service Fee Offsets;

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

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

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

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

(i) the Base Profit; and

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

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

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

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

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

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

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

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

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

(i) retain the Base Profit; and

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

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

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

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

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

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

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

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

(i) retain the Base Profit; and

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

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

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

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

(e) the Base Profit Offsets shall remain unchanged.

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

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

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

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

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

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

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

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

14.10 The Operator agrees to pay to Chick-fil-A when due all required payments under this Agreement and any attached Lease(s) and as applicable Concession Sublicense Agreement(s) for any ~~Satellite~~Captive Venue Unit(s), including without limitation the payments set forth in this Section 14.

(a) Pursuant to this Agreement and any then current policies that Chick-fil-A may establish from time to time, Chick-fil-A may, at the end of any calendar year during

such time as the Agreed Term of any Business remains in effect hereunder, reduce the Base Operating Service Fee for such calendar year by the amount that the Extra Profit retained by the Operator for such year exceeds and is not covered by the Aggregate Additional Profit as of the end of such applicable calendar year.

(b) The amount of any draws, disbursements, payments or other distributions taken or otherwise received by the Operator (or, as applicable, the Operator-Owner) that constitute excess distributions or other payments retained by the Operator (or, as applicable, the Operator-Owner) not authorized hereunder shall be deemed an overdrawn balance under this Agreement (collectively "Overdrawn Balance"). Pursuant to this Agreement and any then current policies that Chick-fil-A may establish from time to time, the Operator shall upon demand by Chick-fil-A at the end of any calendar month or calendar year during such time as the Agreed Term of any Business remains in effect also pay to Chick-fil-A as required payments under this Agreement the amount of any and all then existing Overdrawn Balance that is not covered by the Aggregate Additional Profit as of the end of such applicable calendar month and/or calendar year.

14.11 All payments to be made by the Operator to Chick-fil-A for any calendar month hereunder shall accrue on a daily basis and shall be due and payable at Atlanta, Georgia at such time and in such manner (including without limitation on a daily basis during the month of accrual through interbank transfers) determined by Chick-fil-A pursuant to Section 14.12 below. In the event that the Operator is past due on the payment of any amount due Chick-fil-A under this Agreement, including without limitation Base Operating Service Fees, Additional Operating Service Fees, rental amounts and accrued interest or on account of any Overdrawn Balance, Chick-fil-A shall have the right at its option to require the Operator, to the extent

permitted by law, to pay interest on any such past due amount for the period beginning with the original due date for payment to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Such interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Such interest shall be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

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

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

time on such account(s) and the funds in such account(s) as determined by Chick-fil-A in its sole and exclusive business judgment from time to time.

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

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

SECTION 15 – REPORTS AND RECORDS

15.1 The Operator shall furnish to Chick-fil-A separate written or, at Chick-fil-A's election, electronic reports for each Business as and when required by Chick-fil-A pursuant to Section 14.12 above

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

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

15.3 The Operator agrees to abide by all applicable laws pertaining to the privacy of customers' and employees' information, including without limitation, transactional information ("Privacy Laws").

The Operator agrees to stay in full compliance with all of Chick-fil-A's standards and policies pertaining to Privacy Laws. If there is a conflict between Chick-fil-A's standards and policies pertaining to Privacy Laws and actual applicable law, the Operator shall comply with the requirements of applicable law. Other than as set forth in this Agreement, the Operator agrees not to publish, disseminate, implement, or use a data privacy policy inconsistent with Chick-fil-A's policy.

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

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

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

maintained against Chick-fil-A unless commenced within one (1) year after the date such report is delivered, transmitted or otherwise made available to the Operator; otherwise, the claim and the right to any remedy, if any, shall be deemed released, waived and otherwise lost.

SECTION 16 – TRAINING

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

SECTION 17 – ADVERTISING

17.1 Chick-fil-A or its designee shall at Chick-fil-A's election exclusively maintain and administer a fund (the "Fund") for branding, advertising, marketing, promotional activities, promotional materials and public relations and/or national, regional and/or local branding, advertising, marketing,

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

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

17.3 The Operator acknowledges and agrees that the Fund and the Advertising are intended to maximize general public recognition and acceptance of the Marks and that Chick-fil-A or its designee(s), if any, may administer and use the Fund for national, regional and/or local branding, advertising, marketing, promotional activities, promotional materials, and public relations, including development and production of

branding, advertising, marketing and promotional programs and materials, purchase of media, field marketing programs and activities, promotion, new product research and development, quality control, market research, talent fees, website development and maintenance, social networking sites, web-based advertising development, and trade shows. The Operator further agrees that Chick-fil-A may use the Fund to meet any and all Chick-fil-A and third-party costs and expenses incurred incident to the Advertising (including, without limitation, costs and expenses related to the formulation, development, production, media and conduct of such branding, advertising, marketing, promotion, public relations and the administration of the funds used therefor).

17.4 For each calendar month during that portion of the Agreed Term of a Business following the Commencement Date of such Business, Chick-fil-A in its sole and exclusive business judgment, may require the Operator to make expenditures on local branding, advertising, marketing, promotional activities and promotional materials ("Local Advertising") with respect to such Business in an amount equal to all or a portion of the Advertising Contributions which would otherwise be payable to the Fund by the Operator for such calendar month, said expenditures being in lieu of payment of such amount of Advertising Contributions and which amounts are non-refundable. Chick-fil-A may suspend or revoke any such requirement at any time, and upon such suspension or revocation and at Chick-fil-A's election, the Operator shall resume the Operator's payment each calendar month of the full amount of Advertising Contributions to the Fund. The Operator acknowledges and agrees that Chick-fil-A is not required to ensure that the Operator benefits directly or *pro rata* from the Advertising, the expenditure of any Advertising Contributions or the administration of the Fund.

17.5 In order to protect the "Trade Secrets" and the "Confidential Information"

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

17.6 The Operator specifically acknowledges and agrees the Operator has no right to and shall not establish a Website (as defined below), nor offer, promote or sell any products or services, or make any use of the Marks through or on the internet without Chick-fil-A's prior written approval. As a condition to granting any such consent, Chick-fil-A shall have the right to establish such requirements as Chick-fil-A deems appropriate, including, but not limited to, the requirement that the Operator's only presence on the internet shall be through a webpage established by Chick-fil-A on Chick-fil-A's webpage or Website. As used in this Agreement, the term Website means an interactive electronic document, contained in a network of computers linked by communications software, including, without

limitation, the Internet and World Wide Web home pages. Any Website proposed or established by the Operator shall otherwise be deemed to be "Local Advertising" under this Agreement, and will be subject to, among other things, Chick-fil-A's approval and then-current policies, procedures, standards and requirements under this Section 17.

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

17.8 From time to time, Chick-fil-A and/or the Fund may establish temporary or permanent promotional campaigns applicable to the Chick-fil-A System as a whole or to specific advertising market areas. The Operator must display promotional signs and materials and otherwise participate in any such promotional campaigns in the manner Chick-fil-A specifies. The Operator may, at Chick-fil-A's election, be required to participate in these promotional programs at the Operator's own cost, including the costs to purchase, lease and install all promotional campaign materials and devices, including but not limited to counter cards, posters, banners, signs, photographs, give-away items and gift cards.

17.9 The Operator shall allow Chick-fil-A and its representatives and agents to take photographs, videos or any electronic record of the Business and the Operator in connection with the Business and to interview the Operator. Chick-fil-A and its authorized third parties will have the exclusive right and license to use any such photograph, video, electronic record or other material prepared, and Chick-fil-A will not have any obligation

to obtain the Operator's authorization, or to compensate the Operator in any manner, in connection with the use of these materials for advertising, training or other purposes. The Operator (and as applicable, the Operator-Owner) waives all claims related to publicity or privacy rights in these photos and, upon Chick-fil-A's request, will obtain waivers of all publicity or privacy rights from all applicable contractors and persons.

SECTION 18 – TRADE SECRETS AND CONFIDENTIAL INFORMATION

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

extent that applicable law mandates a definition of "trade secret" inconsistent with the foregoing definition, then the foregoing definition shall be construed in such a manner as to be consistent with the mandated definition under applicable law.

18.2 The Operator hereby acknowledges, agrees and warrants that:

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

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

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

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

18.4 The Operator covenants, agrees and warrants that the Operator (and, as

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

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

foreign countries on Ideas and to confirm the assignment to Chick-fil-A or CFA Properties in this Section 18.5 of the sole and exclusive rights, title, and interest in and to the Operator's (and, as applicable, the Operator-Owner's) right in and to Ideas.

SECTION 19 – USE OF THE MARKS

19.1 CFA Properties has granted Chick-fil-A a license to use and to sublicense others to use the Marks and the Intellectual Property owned by CFA Properties including, but not limited to, in the manner contemplated by this Agreement. The Operator agrees that all references in this Agreement regarding all rights and benefits of ownership and the use of the Marks and such other Intellectual Property are understood to run and inure, and it is understood and agreed that such rights and benefits will run and inure, to CFA Properties or Chick-fil-A, as applicable, or their respective successors in interest, as owner or licensee, as applicable.

19.2 The Operator specifically acknowledges and agrees that the Marks and all goodwill associated therewith in the United States of America and worldwide are the exclusive and valuable property of CFA Properties; that Chick-fil-A has the right to use, and to sublicense others to use, the Marks; and that any use of the Marks by the Operator is solely in the Operator's limited, non-exclusive role as a licensee of Chick-fil-A under this Agreement; and that any and all goodwill which might be deemed to have arisen or to arise in the future through the Operator's use of the Marks or other activities under this Agreement, inures directly and exclusively to the benefit of CFA Properties or Chick-fil-A, as applicable. The Operator shall not use the Marks in any manner, either directly or through any other person or entity, other than as specifically allowed by the terms hereof or as otherwise expressly approved or required by Chick-fil-A pursuant to the terms hereof. Chick-fil-A grants the Operator no other rights with respect to the Marks. The Operator further

covenants and agrees that the Operator (and, as applicable, the Operator-Owner) will not take, nor knowingly permit, any action which will in any way prejudice or harm the Marks or ownership thereof, or Chick-fil-A's right to use and to license others to use the Marks.

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

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

SECTION 20 – COMPETITION

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

20.2 The Operator covenants, agrees and warrants that for a continuous period of one (1) year from the first date that no Agreed Term remains in effect hereunder the Operator (and, as applicable, the Operator-Owner) will not own or otherwise be employed or engaged by any individual or entity as a manager, operator or supervisory employee of any fast food or quick-service

restaurant(s) located at or within five (5) miles of any Site under this Agreement, other than another Restaurant under an effective franchise agreement with Chick-fil-A. The Operator acknowledges and agrees that, by reason of Chick-fil-A's investment of time and money to develop the System and in the Operator's receipt of training, the Operator (and, as applicable, the Operator-Owner) has obtained and possesses specialized skills, information and abilities regarding Chick-fil-A, the operation of a Restaurant and the System as a result of entering into this Agreement and thereafter becoming trained to be and being an Operator hereunder.

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

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

SECTION 21 – TRANSFERABILITY OF INTEREST

21.1 If the Operator is an individual and a signatory to this Agreement in his or her individual capacity, Chick-fil-A may allow the Operator to assign this

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

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

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

(c) The Operator (and as applicable after any approved assignment, the Operator-Owner) must own and control 100% of the ownership interests in the proposed transferee business entity and act (i) as the sole director and principal executive officer of a corporation, or (ii) the sole member (of a member-managed limited liability company) or sole member and manager (of a

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

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

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

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

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

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

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

(j) The Operator must maintain the transferee business entity in good standing in the jurisdiction of its formation, and if applicable, also as a foreign business entity in the state in which the Business is located. The Operator will provide Chick-fil-A with evidence of good standing and legal existence within 30 days following any request.

(k) Under the Assignment, and after any approved assignment during the remaining Agreed Term for any Business, the Operator-Owner shall continue to devote his

or her full time and personal best efforts to operating the Business to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating standards and image in the community where the Business is located and in the nation as a whole, and to diligently develop and promote personally the reputation and the goodwill of the Business, the Marks and Chick-fil-A.

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

21.3 At all times during the term of this Agreement, this Agreement, including

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

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

SECTION 22 – REMEDIES

22.1 The Operator, and as applicable, the Operator-Owner, acknowledge, agree and warrant that any unauthorized disclosure or misuse of the Trade Secrets and/or the Confidential Information or the Marks, failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A upon termination or expiration of this Agreement, or other breach of the Operator's obligations under Sections 18, 19, 20, 21, 23, 24.5 or 24.6 of this Agreement would result in irreparable damage and harm to Chick-fil-A that could not be adequately compensated by money damages or other remedy at law. Accordingly, in the event of such unauthorized disclosure or misuse by the Operator (or, as applicable, the Operator-Owner) of the Trade Secrets, the Confidential Information or the Marks, or the failure of the Operator to vacate and permit the possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized

Operator upon termination or expiration of this Agreement, or other breach of the Operator's obligations under Sections 18, 19, 20, 21, 23, 24.5 or 24.6, Chick-fil-A shall be entitled, if it so elects, in addition to any other remedies available to it, to immediate equitable relief therefor, including without limitation a temporary restraining order or preliminary injunction which may include an order for specific performance. Further, if Chick-fil-A brings such an action for equitable relief, the Operator, and, as applicable, the Operator-Owner, hereby waive the defense that Chick-fil-A has an adequate remedy at law.

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

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

restrictions during the time periods within which any tolling of such covenant(s) occurs.

SECTION 23 – RESTRICTIONS DEEMED REASONABLE

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

SECTION 24 – TERMINATION

24.1 Notwithstanding any other remedies contained in this Agreement, Chick-fil-A, in the exercise of its sole and exclusive business judgment, may terminate this Agreement as to one or more or all of the Businesses immediately upon giving notice

thereof, without any further obligation or liability to the Operator, if any one or more of the following events or circumstances should occur with respect to the Operator (or, as applicable, the Operator-Owner), or any one or more of the Businesses:

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

(b) the Operator breaches, threatens to breach or fails to perform as specified in this Agreement any duty or obligation of the Operator pursuant to the terms of this Agreement, including any attached Lease(s), any applicable Prime Lease, Ground Lease, Title Documents, any attached Concession Sublicense Agreements and its attached Concession Agreement (and any applicable Prime Lease, Ground Lease or Title Documents) for any [SatelliteCaptive Venue](#) Unit(s), any Food Truck License and Sublease Agreement and its attached Food Truck Lease, the Manuals, the Guidelines, or as may be required by any other operating standard or policy, including the Operator's failure to pay to Chick-fil-A any required payment due under this Agreement or any other agreement between Chick-fil-A and the Operator, including without limitation the payments set forth in Section 14 above, on the date such payment is due;

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

(d) the Operator (or, as applicable, the Operator-Owner) commits an act of fraud, embezzlement or theft against Chick-fil-A, its Suppliers, employees or

agents, or intentionally underreports or understates Gross Receipts to Chick-fil-A;

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

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

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

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

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

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

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

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

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

(n) continuance, in whole or in part, of the operation of any Business or of the license granted to the Operator under this Agreement, is frustrated in purpose or materially impaired by any national, federal, state or local law, statute, ruling, ordinance or regulation, or interpretation of any of the above (collectively a "Law"), or by the actions of any civil or military authority purporting to act under any Law, or by acts of God, war or civil disorders, or by the existence or declaration of a pandemic or epidemic, or by labor union activity; or

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

The Operator acknowledges and agrees that, if any one or more of the foregoing events or circumstances described in this Section 24.1 above do occur with respect to the Operator (or, as applicable, the

Operator-Owner), or any one or more of the Businesses, such event or circumstance shall constitute a material breach of, and a material default under, this Agreement and violate the essence of the Operator's obligations under this Agreement and, without prejudice to any other rights or remedies at law or in equity, Chick-fil-A shall have the right to terminate this Agreement as to one or more or all of the Businesses pursuant to the terms set forth above.

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

24.3 Chick-fil-A, in the exercise of its sole and exclusive business judgment, may terminate this Agreement as to one or more of the Businesses, without cause, immediately upon giving written notice to the Operator and paying him for each terminated Business the greater of: (i) One Thousand and No/100 Dollars (\$1,000.00); or (ii) one-twelfth (1/12th) of the total amount of the Base Profit and Additional Profit paid or to be paid to the Operator for the twelve (12) full calendar months immediately preceding such termination (or, if the Operator actually operated such Business for fewer than twelve (12) full calendar months immediately preceding such termination, then the total amount of the Base Profit paid or to be paid to the Operator for such lesser period of actual operation divided by the number of full calendar months contained in such lesser period), as liquidated damages and not as a penalty, such amount being considered by both Chick-fil-A and the Operator to be a

reasonable pre-estimate of the Operator's probable monetary losses under this Agreement, if any, which are difficult or impossible to calculate at the time of the execution of this Agreement. Such liquidated damages shall be deemed in full accord and satisfaction of any rights or claim which the Operator may have against Chick-fil-A arising out of or relating to such termination.

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

24.5 If this Agreement is terminated under one of Sections 24.1 through 24.4 or otherwise terminates or expires, then the Lease or as applicable the Concession Sublicense Agreement for the applicable Site shall also immediately and automatically terminate and expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A shall have the right to enter upon and take possession of the Site of the terminated Business without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site of such terminated Business immediately upon the termination or expiration of this Agreement and/or the accompanying Lease or Concession Sublicense Agreement for such Site, and to permit the peaceable possession of the Site by Chick-fil-A or, at Chick-fil-A's election, a new authorized Operator. If any applicable law or rule of any jurisdiction is deemed to require a greater notice of the termination or election not to renew this Agreement, or the taking of some other action with respect to the termination or election not to renew than is required in this Agreement, the prior notice

or other action required by law or rule shall be substituted for the notice or other action required in this Agreement provided that the jurisdictional and other requirements of any such law or rule are met independently and without reference to this Section 24.5.

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

(a) immediately return to Chick-fil-A all of the Equipment;

(b) immediately pay Chick-fil-A the full amount of all sums due under this Agreement;

(c) immediately cease to communicate, divulge, use or access the Trade Secrets, the Confidential Information, the Marks, "Be Our Guest Cards", any confusingly similar names, marks, systems, insignia, symbols or other rights, procedures or methods or any other Intellectual Property;

(d) if all Businesses are terminated, immediately return the Manuals, and all other manuals, marketing materials (including without limitation, all "Be Our Guest Cards" in the Operator's possession), plans and specifications, designs, records, data, samples, models, programs, handbooks, codes, passwords or drawings relating to the Products, the Ingredients, the Guidelines, the Methods, the Minimum Standards, any other Intellectual Property or otherwise touching or concerning the operation of the Businesses; and

(e) take such actions as may be necessary to terminate any local bank account(s), execute and deliver any and all documentation relating to the termination of any other banking arrangement, credit card processing agreements, third party delivery agreements or any other arrangements established by the Operator pursuant to Section 14.12 hereof and to pay or otherwise

satisfy all remaining fees and expenses accrued or anticipated to accrue in connection therewith through the bank account termination date.

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

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

SECTION 25 – FRANCHISE RELATIONSHIP

25.1 The relationship of the parties created pursuant to this Agreement is intended by each party to this Agreement to be and is that of a franchise between Chick-fil-A and the Operator, who is ~~an~~ separate and independent ~~contractor and~~ business owner, whether a person or entity, and neither party (nor any of their respective employees, agents, or representatives) shall incur any claim, debt, liability or obligation, other than as specifically set forth in this Agreement, to any person or entity, including without limitation the other party, for any action or omission undertaken pursuant to or

as a result of this Agreement or under any other circumstances. The parties acknowledge and agree that the creation of the above described relationship and each party's respective ability to perform and to be legally recognized as being in and having the relationship as set forth above and not another during the term of this Agreement is part of the essence and a principal purpose of this Agreement.

(a) Nothing in this Agreement makes or shall be deemed to make in law or fact the Operator (or any individual whose salary, wages or other compensation was or is to be paid by the Operator) ~~an~~ a general or special agent, partner, legal representative, fiduciary, joint venturer, joint employer, co-employer or employee with or of Chick-fil-A. In all public records in the Operator's relationship with all other persons or entities, and in any document, the Operator agrees to indicate clearly the independent ownership and operation by the Operator of the Businesses. The Operator shall not make any express or implied agreements, warranties, guarantees or representations or incur any debt or obligation in Chick-fil-A's name or on its behalf or represent that the relationship of the parties hereto is anything other than that of a franchisor and franchisee who are separate and independent businesses. Chick-fil-A will not be obligated by or have any liability under any agreements made by the Operator with any third party or for any representations made by the Operator to any third party. The Operator shall, upon commencement of the Operator's duties at the Site of any Business and periodically thereafter, inform each employee that Chick-fil-A is not such employee's employer. The Operator further agrees to hold itself out to the public as ~~an~~ a separate and independent ~~contractor~~ business owner operating the Businesses pursuant to a franchise with Chick-fil-A. The Operator agrees to take such affirmative action as may be necessary to do so, including with regard to signage, forms, solicitations, business cards, stationery, advertising, policies, handbooks,

third-party communications and other materials.

(b) Although Chick-fil-A retains the right to establish and modify the System and Minimum Standards, the Operator has and shall retain the sole responsibility for and authority to control the day-to-day management and operation of the Businesses and implementing and maintaining the Manuals and the Minimum Standards at the Businesses. The Operator further acknowledges and agrees, that the various standards, requirements, specifications and procedures of the System, whether set forth in the Manuals, Minimum Standards or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Chick-fil-A controls or has the authority or right to control any aspect or element of the day-to-day operations of the Businesses, but only constitute standards the Operator must adhere to when exercising Operator's own sole control of the day-to-day operations of the Businesses.

(c) Chick-fil-A and the Operator recognize and agree that Operator's employees are exclusively employed and will remain exclusively employed at all times during the Term of this Agreement by the Operator, and Chick-fil-A does not and will not employ, co-employ or jointly employ Operator's employees [delete - at the Site], and does not and will not control or have the authority or right to directly or indirectly control labor or employment matters for the Operator and that the Operator, and not Chick-fil-A, is solely responsible for controlling and has the sole authority and right to control the terms and conditions of employment for the Businesses and the Operator's employees, including but not limited to hiring, determining compensation and benefits for, establishing schedules and employment duties for, training, managing and supervising, promoting, disciplining, terminating, paying all wages, benefits and employee-related liabilities for, determining staffing levels, tasks to be performed and

workplace health and safety rules for such employees.

25.2 The Operator and Chick-fil-A acknowledge that any covenants or other duties imposed upon the Operator by this Agreement are not intended to control or otherwise affect the time, manner or method of the Operator's day-to-day operation of the Businesses but rather to ensure that: (i) the image of the Businesses, as ultimately seen and judged by its customers, is as positive as possible and therefore such that the Businesses can be operated for the greatest mutual benefit of the Operator and Chick-fil-A; (ii) the Trade Secrets, the Confidential Information and other proprietary rights of Chick-fil-A and CFA Properties are adequately protected; and (iii) all Minimum Standards are maintained in order to ensure that all customers receive a consistent brand experience, and the Operator has the capability to meet and be in full compliance with Chick-fil-A's food safety and product quality standards.

±

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

SECTION 26 – REPRESENTATIONS AND WARRANTIES

26.1 In order to induce the Operator to enter into this Agreement,

Chick-fil-A hereby represents, warrants and agrees that:

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

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

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

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

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

(b) neither the execution, delivery nor performance of this Agreement or any other agreements contemplated by this Agreement by the Operator will conflict with, or result in a breach of any term or provision of any indenture, mortgage, deed of trust, non-competition covenant, or other contract or agreement to which the Operator is a party or by which the Operator is bound, or breach any order, writ, injunction or decree of any court, administrative agency or governmental body;

(c) one of the foundations of the Chick-fil-A System is Chick-fil-A's right and ability to select and have only the most qualified, approved individuals personally operate their respective Chick-fil-A restaurant businesses (either directly or through an

approved entity) devoting full time and personal best efforts to attempt to achieve the highest sales and profits possible in a manner consistent with Chick-fil-A's operating standards and image in the community in which each of their Chick-fil-A restaurant businesses is located and in the nation as a whole, and to diligently develop and personally promote the reputation and the goodwill of each of their Chick-fil-A restaurant businesses, the Marks, Chick-fil-A and the System;

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

Chick-fil-A's then current policies and procedures; and (x) the operator-candidate otherwise meets Chick-fil-A's then-current standards and criteria for new franchisees and such other operator selection conditions and requirements as Chick-fil-A then applies in the case of an application for a new franchisee to operate a franchised Chick-fil-A restaurant business;

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

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

(g) upon the expiration or termination of this Agreement as to any Business, the Operator will cooperate in making a transition of such Business and the

Site for such Business to Chick-fil-A or, at Chick-fil-A's election, a new Operator thereof, so as to minimize damage to the Restaurant, the Marks and the System; and

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

SECTION 27 – INDEMNIFICATION

(a) If Chick-fil-A, or a subsequent Operator of any Business or a like business at the Site is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator or the Operator's agents, contractors or employees, (ii) any claimed violation of any law or ordinance by the Operator or the Operator's agents, contractors or employees, (iii) any damages allegedly resulting from a breach by the Operator of this Agreement, including any attached Lease(s) or Concession Sublicense Agreement(s) or Food Truck License and Sublease Agreement(s) or the Operator's obligations under Section 4 hereof, ~~or~~ (iv) any damages allegedly resulting from a willful misrepresentation by the Operator or the Operator's agents, contractors or employees to Chick-fil-A, or (v) any personal injury, death or otherwise, allegedly caused by or resulting from the negligent or intentional action or misfeasance of the Operator or the Operator's employees, agents, contractors, invitees or customers, then the Operator shall indemnify and hold Chick-fil-A, ~~the Business,~~ and any subsequent Operator of the Business or a like business at the Site harmless against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A, the Business, the like business or the subsequent Operator of the Business. At the election of Chick-fil-A, ~~the Business~~ or a subsequent Operator of the Business or like

business at the Site, the Operator shall also defend Chick-fil-A, the Business ~~or~~ and such subsequent Operator of the Business or like business in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the right of Chick-fil-A, ~~the Business~~ or the subsequent Operator of the Business or like business at the Site to approve counsel selected by the Operator and the conduct and resolution of any such litigation.

(b) The parties expressly understand and agree that the covenants, agreements and services to be rendered and performed by the Operator under this Section 27 will survive any termination or expiration of this Agreement, whether voluntary or involuntary, with or without cause, and are special, unique, and of an extraordinary character.

(c) The Operator's obligations under this section will apply with respect to, among other things, the Business, the Site, the Equipment, the Leasehold Improvements, in and on the Site, and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Site, the Equipment, the Leasehold Improvements, or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator from seeking indemnification from another third party whose actions, or the actions of the third party's employee, were the source of any injury, damage or loss.

SECTION 28 – GENERAL PROVISIONS

28.1 All notices provided for in this Agreement shall be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States,

or by the equivalent thereof if sent from any other country or jurisdiction, return receipt requested, addressed to the party to be served at the following address:

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

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

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

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

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

28.4 Should a provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing said provision shall not apply the assumption that the terms hereof shall be more strictly construed against the party preparing this Agreement, it being acknowledged that each party (i) has obtained all professional advice that such party deems

necessary for the Operator's full understanding of the consequences hereof and (ii) thereafter voluntarily executed and entered into this Agreement.

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

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; no other representations have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD were made by either party and none shall have any effect with reference to this Agreement. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

28.7 This Agreement shall not become valid against either party to this

Agreement until it has been executed by the Operator and accepted and executed by Chick-fil-A in the State of Georgia. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

28.8 The Operator shall comply, and assist Chick-fil-A to the fullest extent possible, in Chick-fil-A's efforts to comply with Anti-Terrorism Laws (as defined below). The Operator certifies, represents, and warrants that neither the Operator (or, as applicable, the Operator-Owner) nor the Operator's (or, as applicable, the Operator-Owner's) property or interests is subject to being blocked under, and that they otherwise are not in violation of, any of the Anti-Terrorism Laws of the United States. "Anti-Terrorism Laws of the United States" means Executive Order 13224, issued by the President of the United States, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) of 2001 (Public Law 107 56), and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority, addressing or in any way relating to terrorist acts and/or acts of war or related to individuals and entities who conspire to commit acts of terror against any persons, entities or government, or prohibiting corrupt business practices, money laundering or support of persons or entities who conspire to commit acts of terror against any person or government. Any violation of the Anti-Terrorism Laws by the Operator (or, as applicable, the Operator-Owner), or any blocking of the Operator's (or, as applicable, the Operator-Owner's) assets under the Anti-Terrorism Laws, will constitute a material breach and good cause for immediate termination of this Agreement. The above provisions of this section constitute continuing representations and warranties, and the Operator shall notify us immediately in writing of the occurrence of any event or the development of any circumstance that

might render the above representation and warranty false, inaccurate or misleading.

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

28.10 The Operator acknowledges and agrees that the Operator has and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its System operations are conducted and supervised. The parties to this Agreement agree that if any controversy or claim between them arises out of or relates to this Agreement or the relationship between the Operator and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, if no such jurisdiction exists or the case cannot otherwise be removed or heard in such court,

the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Agreement or the relationship between the Operator and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. **THE OPERATOR HEREBY WAIVES ANY AND ALL OBJECTIONS TO THE EXCLUSIVE PERSONAL JURISDICTION OF THE FULTON COUNTY, GEORGIA SUPERIOR COURT AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION, AND FURTHER WAIVES ANY AND ALL OBJECTIONS TO THE JURISDICTION OF AND VENUE IN SUCH COURTS, IN AND FOR ALL CASES AND CONTROVERSIES RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR THE RELATIONSHIP BETWEEN THE OPERATOR AND CHICK-FIL-A.** This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where the Operator is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

28.11 The parties acknowledge and agree that only a court that is a court of general jurisdiction may, and under no circumstances shall a magistrate court, justice of peace court, small claims court, housing court, eviction court, dispossessory court, or

any other court that is not a court of general jurisdiction, determine any controversy or claim arising out of or relating to the termination of this Agreement or Chick-fil-A's resulting right to enter upon and take possession of any Site, including but not limited to any claim or controversy regarding whether a termination of this Agreement was proper or effective under the Agreement's terms and applicable law.

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

28.13 THE OPERATOR AGREES TO LITIGATE ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT WITH CHICK-FIL-A ONLY ON AN INDIVIDUAL BASIS ONLY. THE OPERATOR AGREES THAT THE OPERATOR SHALL NOT CONSOLIDATE ANY DISPUTE WITH A CLAIM OF ANY OTHER FRANCHISED OPERATOR, INDIVIDUAL, OR ENTITY. THE PARTIES AGREE THAT NEITHER PARTY WILL PURSUE ANY CLASS, CONSOLIDATED OR JOINT CLAIMS IN ANY MEDIATION, ARBITRATION, OR LITIGATION FORUM AND THAT BOTH PARTIES WAIVE THE RIGHT TO PROCEED ON A CLASS-ACTION, CONSOLIDATED OR JOINT BASIS.

28.14 THE OPERATOR MAY SEEK DAMAGES OR ANY REMEDY UNDER LAW OR EQUITY ONLY AGAINST CHICK-FIL-A, INC. PARTNERS, SHAREHOLDERS, INDEPENDENT CONTRACTORS AND EMPLOYEES OF CHICK-FIL-A, INC., AND ITS AFFILIATES SHALL NOT BE LIABLE AND MAY NOT BE NAMED AS A PARTY AND SHALL NOT BE LIABLE IN ANY PROCEEDING COMMENCED BY THE OPERATOR IF YOUR CLAIM

ARISES OUT OF OR RELATES TO THIS AGREEMENT. THE OPERATOR FURTHER AGREES THAT ALL OF THE FOREGOING PARTIES ARE INTENDED BENEFICIARIES OF THIS CLAUSE.

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

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

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

28.18 Except as otherwise expressly stated in this Agreement, any consent or approval required to be obtained from

Chick-fil-A may be granted by Chick-fil-A in its sole and exclusive business judgment, which may take into account and consideration Chick-fil-A's assessment of, among other things, the long term interests of the Chick-fil-A Marks and System overall. The Operator and Chick-fil-A recognize and agree, and any court or judge is affirmatively advised, that if Chick-fil-A's activities or decisions are supported by its business judgment, neither said court, said judge nor any other person reviewing those activities or decisions should or may substitute his, her or its judgment for Chick-fil-A's judgment. In any instance in which Chick-fil-A has expressly agreed in this Agreement or is found to be required by law not to act unreasonably or to act in any particular manner notwithstanding the express terms and conditions of this Agreement, the Operator hereby agrees that Chick-fil-A will not have acted unreasonably in withholding or denying its approval or consent if, without limitation, the Operator is not in full compliance with all of, or otherwise is in default or breach of any of, the terms and conditions of this Agreement. The Operator hereby waives any claim for damages against or liability of Chick-fil-A that the Operator may have based upon any assertion that Chick-fil-A has unreasonably withheld, unreasonably conditioned or unreasonably delayed any consent or approval requested by the Operator, and the Operator's sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment and Chick-fil-A shall have no liability whatsoever to the Operator for its refusal or failure to give such consent or approval. The Operator's sole remedy for Chick-fil-A being deemed to have unreasonably withheld, conditioned or delayed consent or approval in such event shall be as provided in this Section.

EXHIBIT “A” TO FRANCHISE AGREEMENT

LEASE FOR INITIAL BUSINESS

[The Lease is the applicable agreement pursuant to which Chick-fil-A grants the Operator the right to possess the Site for the particular Business for an Initial Business in a traditional location. If the Initial Business is a ~~Satellite~~[Captive Venue](#) Unit in a non-traditional location, the Concession Sublicense Agreement and its attached Concession Agreement for the Initial Business will be attached here as Exhibit “A” to Franchise Agreement in substitution for the Lease

EXHIBIT A TO FRANCHISE AGREEMENT

Initial Business Lease Form

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

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

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

Witness

By: _____
Dan T. Cathy, Chief Executive Officer

Print name: _____

(CORPORATE SEAL)

The Operator:

Witness:

Print name: _____

Date: _____

Site and Business that are the subject of this Lease:

Chick-fil-A at _____
(store name & number)

address _____

city, state _____

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

TABLE OF CONTENTS

COVER PAGE/SIGNATURES	1
SECTION 1 – DEFINITIONS	2
SECTION 2 – SITE, TERM AND USE	3
SECTION 3 – RENT	4
SECTION 4 – CONDEMNATION	5
SECTION 5 – RENOVATIONS AND REMODELS	6
SECTION 6 – DAMAGE TO SITE/ PERSONAL INJURY AND CASUALTY	6
SECTION 7 – CHARGES BILLED TO OR PAID BY CHICK-FIL-A	6
SECTION 8 – INSURANCE	7
SECTION 9 – INSPECTION	7
SECTION 10 – DEFAULT, TERMINATION AND REMEDIES	7
SECTION 11 – HOLDOVER	9
SECTION 12 – INDEMNIFICATION AND WAIVER	9
SECTION 13 – SUBORDINATION	9
SECTION 14 – GENERAL PROVISIONS	10
EXHIBIT A	LEGAL DESCRIPTION OF THE SITE
EXHIBIT B	PRIME LEASE OR GROUND LEASE AND/OR TITLE DOCUMENTS, IF APPLICABLE, AND OTHER RELATED DOCUMENTS
EXHIBIT C	RENT CALCULATION REPORT
EXHIBIT D	EQUIPMENT LEASE ADDENDUM

BACKGROUND:

A. Chick-fil-A desires to lease the Site to the Operator, and the Operator desires to lease the Site from Chick-fil-A, subject to the terms and conditions set forth below.

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

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

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Lease, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

SECTION 1 – DEFINITIONS

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

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

(b) "Base Rent" is as described in Section 3 below and ~~is, to the extent applicable under this Lease, is~~ provided for and more specifically described in the Rent Calculation Report attached hereto as Exhibit C and made a part of this Lease.

(c) "Building" means (i) the building now or hereafter located on the Site if the Business is a freestanding restaurant location, or (ii) the space in which the restaurant is located now or hereafter if the Business is located in a building with other occupants.

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

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

(f) "Commencement Date" means the date on which the Operator begins on-site, day-to-day operation

of the Business and otherwise commences discharging the Operator's obligations operating the Business pursuant to the Franchise Agreement. Notwithstanding anything in this Lease to the contrary, if the Commencement Date has not occurred within one (1) year following the date of execution of this Lease, this Lease shall, at Chick-fil-A's option, to be exercised in its sole and exclusive business judgment, become null and void and otherwise terminate upon Chick-fil-A's written notice to the Operator.

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

(h) "Initial Term" is defined in Section 2.3 below.

(i) "Percentage Rent" is defined in Section 3 below and is provided for and more specifically described in the Rent Calculation Report attached hereto as Exhibit C and made a part of this Lease.

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

(k) "Rent" means the Base Rent, if any, and Percentage Rent as provided for and more specifically described in the Rent Calculation Report attached hereto as Exhibit C and made part of this Lease.

(l) "Requirements of Law" means all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including without limitation, all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, Environmental Laws (as defined in Section 2.10 below); and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator.

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

Lease, and certain Title Documents, as well as other related documents for the Site, are attached to this Lease as Exhibit B and made a part of this Lease.

(n) "Term" is defined in Section 2.3 below.

(o) "Termination Date" of this Lease shall be the last day of the Term (as defined in Section 2.3 below) or such earlier expiration or termination of the Term pursuant to the terms and conditions of this Lease.

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

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

SECTION 2 – SITE, TERM AND USE

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

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

2.3 Term. The Initial Term means the period of time commencing on the Commencement Date and, unless this Lease is terminated early in accordance with this Section 2.3, Section 2.1, Section 4, Section 6 or Section 10, ending on the Thirty-First day of December of the year in which the Commencement Date occurs. The Initial Term, together with any and all extensions thereof and subject to the rights for earlier termination or expiration pursuant to this Lease or the Franchise Agreement, is sometimes referred to in this Lease as the "Term." Unless this Lease or the Franchise Agreement is terminated earlier, the Term of this Lease shall be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Lease is given by either party hereto to the other at least thirty (30) days prior to the end of then-current Term; provided, however, that this Lease may not be renewed if the Operator does not have the right to renew the Franchise Agreement or the Franchise Agreement is otherwise not renewed. Chick-fil-A reserves the right to change the terms and conditions of this Lease upon such a renewal by giving the Operator a written notice of such changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator shall have fifteen (15) days from the date of such notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew upon the terms offered or not renew upon the terms offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon such changed terms and conditions shall be deemed to be an election by the Operator to terminate this Lease at the end of such Term. Notwithstanding anything in this Lease to the contrary, this Lease shall terminate automatically without any notice to the Operator (i) upon the expiration or earlier termination of the Franchise Agreement or any applicable Prime Lease or Ground Lease, as the case may be, or (ii) if and when the Operator (or as applicable, the Operator-Owner (as that term is expressly defined in the Franchise Agreement)) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform any of their respective obligations under this Lease or under the Franchise Agreement.

2.4 Use. The Operator shall use and occupy the Site solely for the Permitted Use, and shall open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the applicable Prime Lease or Ground Lease, if any, unless otherwise limited by state or local laws and ordinances, and shall otherwise observe and comply with the Franchise Agreement, as well as Chick-fil-A's then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator shall not use, and shall not permit any person to use, any part of the Site in violation of this Lease, the Franchise Agreement, the Title Documents or Chick-fil-A's then-current Minimum Standards and Guidelines. The Operator shall keep the Site in a clean and

wholesome condition, and shall repair, maintain and conduct the Business on the Site in full compliance with this Lease and the Franchise Agreement, Chick-fil-A's then-current Minimum Standards and Guidelines, and the Title Documents and Requirements of Law, all as modified from time to time. Unless Chick-fil-A is remodeling or re-building the Site pursuant to Section 5 of this Lease, the Operator shall continuously occupy the Site during the Term and shall not vacate or abandon the Site at any time during the Term. The Operator shall use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise comply with the requirements of this Lease and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

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

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

2.7 Changes in Terms of Prime Lease, Ground Lease or any Title Document. The Operator hereby acknowledges and agrees that, the Operator's use and enjoyment of the Site during the Term could be restricted or changed as a result of an amendment or modification to this Lease by Chick-fil-A (including, without limitation, an amendment or modification to any one or more of the Prime Lease, the Ground Lease, the Title Documents or the Rent Calculation Report) at any time during the Term, including under Section 3.4 below. Such amendments or modifications could include, without limitation, changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts,

have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under this Lease or otherwise arising out of or relating to, any such amendments or modifications to this Lease, the Prime Lease, the Ground Lease or the Title Documents (including, without limitation, with regard to any covenants or restrictions and any final, new or substituted Rent Calculation Report). Chick-fil-A shall exercise commercially reasonable efforts to notify the Operator of any such amendment or modification impacting the Site and this Lease, but any delay or lack of such notice shall not affect the Operator's consent, agreement, waiver or release described above, or the validity or enforceability of any such amended or modified provision, as the same may be modified or amended by Chick-fil-A from time to time.

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

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

2.10 Hazardous Materials. The Operator shall, at its sole cost, expense and liability, keep and maintain the Site in compliance with all local, state and federal environmental laws, ordinances, rules, regulations and orders of government authorities in effect now and in the future and all related directions of all public officers, including without limitation 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated thereunder (all of the above being referred to collectively as "Environmental Laws"). During the Term, the Operator shall not use, or cause or permit any spills, discharges, or releases of, or treat, store, or dispose of, any hazardous, toxic, radioactive or polluting substances or solid waste, including without limitation any oil or petroleum products or any constituent, fraction or product thereof, any asbestos, mold, mildew, fungus or polychlorinated biphenyls, or any chemical liquids or solids (all of the above being referred to collectively as "Hazardous Materials"), provided that Operator shall be permitted to use Hazardous Materials commonly and typically used in the normal operation of the Business and such use is limited and fully complies with all applicable Environmental Laws. The Operator shall indemnify, defend and hold harmless Chick-fil-A, its officers, directors, shareholders, partners, employees, agents, contractors, lenders, successors and assigns from and against any claim, liability, loss, cost, damage, expense, response or remedial action costs (including without

limitation attorneys' fees, and costs of investigation or audit) relating in any way to: (i) the presence, use, handling, or storage at, on, off, or under the Site, or any spill, discharge or release from the Site, of any Hazardous Material during the Term; or (ii) any failure of the Site to comply with any applicable Environmental Law, unless such non-compliance results from the conduct of Chick-fil-A. The above indemnity shall survive the expiration or termination of this Lease.

SECTION 3 – RENT

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

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

3.3 Additional Charges and Expenses. Commencing on the Commencement Date, the Operator shall also promptly pay when due directly to the appropriate business, governmental authority or other person or entity, or to Chick-fil-A, as determined by Chick-fil-A in its sole and exclusive business judgment, any and all costs and expenses of operating and maintaining the Site, including without limitation the following: (i) all charges, costs and expenses necessary to repair and maintain the Site in good condition and repair, including without limitation all expenses necessary for the maintenance and repair of all or any portion or component of any plumbing, electrical, HVAC, walk-in coolers, sprinkler, fire suppression, security, tel/data or other building systems; (ii) all charges, deposits and other costs for the establishment and maintenance of the utilities or other services provided or rendered in connection with the Site, including without limitation all expenses for electricity, gas, water, sewer, telephone, sanitation and waste services, and cleaning; (iii) all personal property taxes levied upon the fixtures, equipment and other improvements located on the Site; (iv) all real estate taxes and special and general assessments that are levied or assessed against the Site, including

without limitation any tax which is levied or assessed against the rental, real or tangible personal property, and the Operator shall promptly reimburse Chick-fil-A for any similar tax which Chick-fil-A is required to pay or, in fact, does pay; (v) any charge or expense other than "rent" that might become due under a Prime Lease, a Ground Lease or a Title Document (including, but not limited to, service charges, common area maintenance (CAM) charges, taxes, association fees, promotion funds, advertising fees, and any other fees, dues and charges); (vi) applicable sales, use and other taxes that are levied or assessed against the Base Rent, Percentage Rent, all other amounts as may be set forth on or contemplated by the Rent Calculation Report, Additional Charges and Expenses (as defined below) and any of the Operator's other payment obligations described in this Lease; and (vii) any other charge or expense of any nature which Chick-fil-A may be required to pay by virtue of Chick-fil-A's interest in the Site (including, but not limited to, common area maintenance (CAM) charges, merchant's association's dues, promotion funds, advertising fees, utility charges, security fees, and other fees and taxes).

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

3.4 Change to Rent Calculation Report. If at any time during the Term of this Lease, (i) the Building is demolished and reconstructed, (ii) the Building is refurbished or remodeled, ~~or~~ (iii) the Building or the Site becomes owned by Chick-fil-A after the Commencement Date, or (iv) the Site becomes enlarged or otherwise is altered, Chick-fil-A shall have the right to determine in its sole and exclusive business judgment a new Rent Calculation Report for the Site which will be substituted and attached to this Lease as a substitute Exhibit C and made a part of this Lease. Additionally, if all of the costs and expenses needed to prepare a Rent Calculation Report have not been accounted for as of the Commencement Date of this Lease, Chick-fil-A shall have the right in its sole and exclusive business judgment to prepare a final post-construction Rent Calculation Report for the Site which will be attached to this Lease as Exhibit C and made a part of this Lease. With respect to a Prime Lease or a Ground Lease that is renewed, renegotiated, amended, altered, or otherwise goes into effect after the Commencement Date, Chick-fil-A shall have the right in the exercise of its sole and exclusive business judgment to negotiate and determine the terms and conditions of such Prime Lease and/or Ground Lease. Chick-fil-A shall attach

any such new, renewed, amended or modified Prime Lease and/or Ground Lease to this Lease as a substitute Exhibit B and made a part of this Lease for the prior Prime Lease and/or Ground Lease and a revised Rent Calculation Report reflecting any such new, amended or modified terms and conditions shall be substituted and attached to this Lease by Chick-fil-A as a substitute Exhibit C for the prior Rent Calculation Report and made a part of this Lease. The Operator consents and agrees to abide by any such Prime Lease, Ground Lease or Rent Calculation Report.

3.5 Method of Payment. At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations with respect to the Base Rent, Percentage Rent, all other amounts as may be set forth on or contemplated by the Rent Calculation Report, Additional Charges and Expenses and any of the Operator's other payment obligations described in this Lease, and any adjustment or increases to the Operator's payment obligations, including any adjustment or increases as provided in Section 3.4 above.

SECTION 4 – CONDEMNATION

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

SECTION 5 – RENOVATIONS AND REMODELS

5.1 Renovations and Remodels. If at any time Chick-fil-A determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, its agents and designees shall have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Leasehold Improvements, Equipment, design and décor, trade dress, color scheme and other things as Chick-fil-A deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Lease, the Operator shall permit and cooperate with Chick-fil-A and its agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

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

SECTION 6 – DAMAGE TO SITE/ PERSONAL INJURY AND CASUALTY

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

6.2 Casualty. If the Site is damaged by fire or any other casualty, Chick-fil-A shall, subject to any Prime Lease, Ground Lease or other underlying lease, within a reasonable time from the date of the damage or destruction, repair or replace the Site; provided, however, that Chick-fil-A shall have the right to terminate this Lease (and, in turn, the Franchise Agreement to which this Lease

is attached and a part of) by providing the Operator notice in writing of such termination, and thereupon the Term shall expire, effective the date of the casualty, and the Operator shall vacate the Site and surrender the same to Chick-fil-A within ten (10) days after receipt of such notice. Chick-fil-A also shall have the right, in its sole and exclusive business judgment, to limit its rebuild or restoration of the Site hereunder to (i) the extent of the net insurance proceeds recovered by Chick-fil-A, or (ii) Chick-fil-A's restoration obligations under the Ground Lease or Prime Lease, as applicable. The Operator hereby expressly waives and releases any and all claims against Chick-fil-A for damages in case of Chick-fil-A's failure to rebuild or restore in accordance with the provisions of this Section. The Operator's sole remedy for any such failure by Chick-fil-A to rebuild or restore shall be to elect to terminate the Franchise Agreement (which will effect a simultaneous termination of this Lease) as of the date of occurrence of the damage or destruction. If the Building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of any all-risk coverage or other like insurance applicable to the Building and other permanent improvements shall be due and payable to Chick-fil-A. The Operator agrees to execute and deliver any release or other document Chick-fil-A may request for Chick-fil-A to obtain the release or control of the proceeds.

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

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

SECTION 8 – INSURANCE

8.1 Required Minimum Insurance Coverage. The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Term, at the Operator's own expense, insurance on the Site and for the operation of the Business as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, subject to any additional or greater coverage requirements and terms and conditions under any Prime Lease or Ground Lease. Chick-fil-A may

from time to time, in its sole and exclusive business judgment, offer or require different or modified insurance programs, coverages or terms and, upon notice of such changed programs, coverages, terms or other requirements, the Operator agrees to maintain in full force and effect during the remaining Term, at the Operator's own expense, such insurance on the Site and the operation of the Business as set forth and otherwise then required pursuant to Section 7 of the Franchise Agreement.

8.2 Placement and Policies of Insurance. If the Operator fails to obtain the required insurance, Chick-fil-A may at its option, but is not obligated to, purchase such insurance, and may add the premiums paid by Chick-fil-A to the Additional Charges and Expenses. Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for premium expenses nor guarantees payment for any losses sustained by the Operator.

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

SECTION 9 – INSPECTION

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

SECTION 10 – DEFAULT, TERMINATION AND REMEDIES

10.1 Default. In addition to the termination provisions in Section 2.1, Section 2.3, Section 4 and Section 6 of this Lease, this Lease and the term and estate hereby granted are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as such term is defined below) the Operator shall be in default under this Lease and Chick-fil-A shall have the right and, at its election, may terminate this Lease pursuant to Section 10.2 below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events

(referred to as “Events of Default”) shall each be an event of default by Operator under this Lease:

(i) the Operator defaults in the payment of any installment of Rent, Additional Charges and Expenses or any other sum due under this Lease;

(ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or complied with by the Operator (or, as applicable, the Operator-Owner) under this Lease other than the payment of Rent, Additional Charges and Expenses or any other sum due under this Lease, and other than any other Event of Default listed in this Section 10.1, and such default continues for ten (10) days after notice in writing to the Operator;

(iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Lease (or the Operator’s estate or interest in this Lease or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of Chick-fil-A, and if applicable, of any third party landlord, contrary to Section 14.5 below;

(iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement or the Franchise Agreement terminates by lapse of time or otherwise;

(v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails to comply with any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Prime Lease, the Ground Lease or any Title Document (or any document related to any of the above);

(vi) the Operator (or, as applicable, the Operator-Owner) files, or consents by answer or otherwise to the filing against Operator (or, as applicable, the Operator-Owner) of, a petition for relief or any other petition in bankruptcy, or any proceeding in bankruptcy or under any insolvency law for liquidation, reorganization or rearrangement of the Operator’s (or, as applicable, the Operator-Owner’s) affairs;

(vii) the Operator (or, as applicable, the Operator-Owner) makes a general assignment for the benefit of creditors or consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of for the Operator (or, as applicable, the Operator-Owner) or of any substantial part of the Operator’s (or, as applicable, the Operator-Owner’s) property;

(viii) the Operator (or, as applicable, the Operator-Owner) is adjudicated or become insolvent;

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

(x) the Operator vacates or abandons the Site.

10.2 Termination. Upon the occurrence of an Event of Default as set forth in Section 10.1 above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right, upon its election, to terminate this Lease immediately and to declare the Term of this Lease ended upon giving notice thereof, without any further obligation or liability to the Operator. If this Lease is terminated under this Section 10.2 or otherwise terminates or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire (i) in full if the Business at the Site is then the only Business under the Franchise Agreement, or (ii) in part as to the Business at the Site if the Business at the Site is not then the only Business under the Franchise Agreement, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Lease, and Chick-fil-A shall have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. It is also expressly acknowledged and agreed by Chick-fil-A and the Operator that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, shall also terminate this Lease effective immediately, without further notice being required.

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

10.4 Duty to Vacate. The Operator shall vacate the Site of such terminated Business and return to Chick-fil-A all of the Equipment immediately upon the termination or expiration of one or both of this Lease or the Franchise

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

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

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

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

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

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

SECTION 11 – HOLDOVER

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

SECTION 12 – INDEMNIFICATION AND WAIVER

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

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

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

SECTION 13 – SUBORDINATION

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

lease under such sale and leaseback. Any such mortgages or other security instruments are declared to be superior to the interest of the Operator in this Lease.

13.2 Duty to Assist Sale and Leaseback Arrangements.

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

13.3 Duty to Provide Written Instruments.

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

SECTION 14 – GENERAL PROVISIONS

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

If to Chick-fil-A:

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

If to Operator:

At the address set forth on the signature page of this Lease or otherwise then in effect as the Notice address under this Lease. With a copy to the address set forth on the signature page of the Franchise Agreement or otherwise then in effect as the notice address under the Franchise Agreement if such address is not the same notice address required under this Lease.

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

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

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

Lease. Chick-fil-A may at its option use the program established and administered from time to time pursuant to Section 14.12 of the Franchise Agreement to accomplish the payment and retention of all amounts due Chick-fil-A and third-parties pursuant to this Lease.

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

14.5 Assignment. The Franchise Agreement and this related Lease, and the franchise that is the subject thereof, were offered and granted by Chick-fil-A to the individual Operator *personally* who is the original signatory to the Franchise Agreement, were offered and granted at the conclusion of Chick-fil-A's operator selection process and in reliance on such individual's personal qualifications, experience, aptitude and the other qualifications and selection criteria described in Section 26.2(c) of the Franchise Agreement as evaluated by Chick-fil-A. Except as expressly provided under Section 21 of the Franchise Agreement and this related Lease, neither this Lease nor the Operator's estate or interest in this Lease may be accepted by any other person, heir, successor, partnership, corporation, limited liability company or other entity, or transferred by assignment, will or operation of law.

The Operator and, as applicable, the Operator-Owner shall not without the express written consent and approval of Chick-fil-A:

(i) assign or permit to be assigned this Lease or the Operator's estate or interest in this Lease or in the Site to any person or entity;

(ii) sublet the Site, or mortgage, pledge or otherwise encumber the Operator's interest in this Lease or the Site; or

(iii) permit or facilitate in any way occupancy of the Site by any person or entity other than the Operator.

The transfer (or transfers in the aggregate) of an interest in the Franchise Agreement or the Operator (if Operator is an entity) shall be deemed an attempted assignment of this Lease and is strictly prohibited hereunder.

Any attempted assignment of this Lease (or the Operator's estate or interest in this Lease or in the Site) or sublet by the Operator shall be void and of no force or effect, and no purported assignment or sublet shall release the Operator from any of its obligations under this Lease. Chick-fil-A has the right to assign this Lease to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A hereunder shall inure to and be binding upon any such assigns. The covenants and

obligations of the Operator hereunder shall extend to and be binding upon the administrators, executors, heirs, and assigns and successors of the Operator and, as applicable, the Operator-Owner, provided, however, that any such purported assignee shall not receive the benefits of this Lease unless Chick-fil-A has consented in writing to such purported assignment, which consent Chick-fil-A may withhold for any reason whatsoever in its sole and exclusive business judgment under this Lease and pursuant to the terms and conditions of the Franchise Agreement.

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Lease except that the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). No representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD were made by either party and none shall have any effect with reference to this Lease. No officer, employee, or other servant or agent of Chick-fil-A is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

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

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

14.9 WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, CHICK-FIL-A AND THE OPERATOR HEREBY WAIVE TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF CHICK-FIL-A AND THE OPERATOR, THE OPERATOR'S USE OR OCCUPANCY OF THE SITE, AND/OR ANY OTHER CLAIMS, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY WITH RESPECT THERETO. If Chick-fil-A commences any summary proceeding, or any other proceeding or action to recover possession of the Site, the Operator hereby waives the provisions of any law relating to notice and/or delay in levy of execution for possession or any law of like import now or hereafter in effect. The Operator shall not interpose any counterclaim or claim for set-off of whatever nature or description in any such action or proceeding, except for statutory mandatory counterclaims.

14.10 Venue. The Operator has and shall continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its System operations are conducted and supervised. If any controversy or claim between the parties arises out of or relates to this Lease or the relationship between the Operator and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, if no such jurisdiction exists or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party shall commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the Superior Court of Fulton County, Georgia or the United States District Court for the Northern District of Georgia, Atlanta Division identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to this Lease or the relationship

between the Operator and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. The Operator hereby waives any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the United States District Court for the Northern District of Georgia, Atlanta Division, and further waives any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of this Lease and/or the relationship between the Operator and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where the Operator is located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

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

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

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

14.14 Force Majeure. Whenever a period of time is prescribed for the taking of an action by Chick-fil-A or the Operator (other than the payment of Rent or Additional Charges and Expenses, the Operator's payment of any monetary amount or the Operator's performance of any obligation that can be satisfied by the payment of a commercially reasonable amount of money), the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials, war, terrorist acts, civil disturbances, pandemic or epidemic and other causes beyond the reasonable control of the performing party ("Force Majeure"). The above Force Majeure provision shall not apply to, or result in, an extension of the Term of this Lease nor apply to any of Operator's obligations to vacate the Building and the

Site upon the expiration or earlier termination of the Term, nor any other obligations under Sections 10 and 11 of this Lease. The Operator may not rely on the above Force Majeure provision unless it notifies Chick-fil-A of the occurrence of a Force Majeure event within ten (10) days following its occurrence.

14.15 No Encumbrances. Nothing in this Lease shall authorize the Operator to do any act which shall in any way encumber the interest or estate of Chick-fil-A or the estate of Fee Owner in the Site if Chick-fil-A is not the Fee Owner. The Operator shall not permit the Site to become subject to any claim by lien or encumbrance, and the Operator shall immediately pursue in good faith its legal remedies to remove a lien on the Site. If any lien is filed against the Site or the Operator's interest in this Lease, at Chick-fil-A's option, the Operator shall either pay the amount of the lien in full or shall provide for a non-cancelable bond acceptable by Chick-fil-A, in an amount deemed sufficient by Chick-fil-A to protect the interest of Chick-fil-A and any mortgagee or holder of other security interest from any loss resulting from such lien.

14.16 Standard for Consent. Except as otherwise expressly stated in this Lease, any consent or approval required to be obtained from Chick-fil-A may be granted by Chick-fil-A in its sole and exclusive business judgment, which may take into account and consideration Chick-fil-A's assessment of, among other things, the long term interests of the Chick-fil-A Marks, the Site and the System overall. The Operator and Chick-fil-A recognize and agree, and any court or judge is affirmatively advised, that if Chick-fil-A's activities or decisions are supported by its business judgment, neither said court, said judge nor any other person reviewing those activities or decisions should or may substitute his, her or its judgment for Chick-fil-A's judgment. In any instance in which Chick-fil-A has expressly agreed in this Lease or is found to be required by law not to act unreasonably or to act in any particular manner notwithstanding the express terms and conditions of this Lease and/or the Franchise Agreement, the Operator hereby agrees that Chick-fil-A will not have acted unreasonably in withholding or denying its approval or consent if, without limitation, the Operator is not in full compliance with all of, or otherwise is in default or breach of any of, the terms and conditions of this Lease and/or the related Franchise Agreement. The Operator hereby waives any claim for damages against or liability of Chick-fil-A that the Operator may have based upon any assertion that Chick-fil-A has unreasonably withheld, unreasonably conditioned or unreasonably delayed any consent or approval requested by the Operator, and the Operator's sole remedy shall be an action or proceeding to enforce any related provision or for specific performance, injunction or declaratory judgment and Chick-fil-A shall have no liability whatsoever to the Operator for its refusal or failure to give such consent or approval. The Operator's sole remedy for Chick-fil-A being deemed to have unreasonably withheld, conditioned

or delayed consent or approval in such event shall be as provided in this Section.

14.17 The Article and Section headings in this Lease are included for convenience of reference only and will not constitute a part of this Lease for any other purpose.

Exhibit A to Lease

LEGAL DESCRIPTION OF THE SITE

Exhibit B to Lease

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

Exhibit C to Lease

RENT CALCULATION REPORT

Exhibit C-1 to Lease

RENT CALCULATION REPORT
(store #) – (store name)
[For Free Standing Restaurants – Leased Site]

Base Rent Payable as of the Commencement Date

~~Lease Acquisition Cost~~	~~\$~~
~~Building Shell Cost~~	~~\$~~
~~Misc. Cost Adjustments~~	~~\$~~
~~Total Cost Basis~~	~~\$~~
~~Total Cost Basis x <u> </u>%~~	~~\$~~

Annual Ground Lease Base Rent Payable as of the Commencement Date

\$

Additional Lease/License Costs

\$

Annual Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date

\$

Monthly Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date

\$

Percentage Rent Payable as of the Commencement Date

Annual Percentage Rent Breakpoint as of the Commencement Date

\$

Percentage of Gross Receipts Payable Above Breakpoint

~~\$~~

%

Additional Notes:

Ground Lease and Calculation of Base Rent and Percentage Rent

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

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

Additional Charges and Expenses

In addition to Rent, your monthly Lease payments to Chick-fil-A for this Site are subject to and will include any Additional Charges and Expenses due under the Lease (as such term is defined in Section 1 and as more specifically described in Section 3.3 of this Lease). Additional Charges and Expenses due under the Lease include, without limitation, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents.

Ground Lease

The underlying Ground Lease for this Site is subject to amendment, renewal and/or renegotiation with the ground lessor for the Site during the term of your Franchise Agreement and this Lease. As a result, your monthly Lease payments to Chick-fil-A could change, including, without limitation, the calculation of Base Rent, Percentage Rent, and Additional Charges and Expenses ~~(as such term is defined in Section~~.

Commencement Date

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

Franchise Agreement and Lease Control

The notes are added as a summary explanation. You should refer to the Franchise Agreement and this Lease (and specifically the Ground Lease attached as Exhibit "B" to this Lease) to review specific terms and provisions. In the event of a conflict or inconsistency between the information provided in this Rent Calculation Report or this Lease, the terms of this Lease shall govern and control; provided, however, any then current specific and enumerated economic terms regarding the amount of or basis for calculating the Rent for the Site set forth in the then current Rent Calculation Report shall prevail in the event of any conflict with any generic terms regarding the amount of or basis for calculating the Rent set forth in the Lease.

Exhibit C-2 to Lease

RENT CALCULATION REPORT
(store #) – (store name)
[For Free Standing Restaurants – Owned Site]

Base Rent Payable as of the Commencement Date

Annual Ground Lease Base Rent Payable as of the Commencement Date \$0.00

Additional Lease/License Costs \$0.00

Annual Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date \$0.00

Monthly Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date \$0.00

Percentage Rent Payable as of the Commencement Date

Annual Percentage Rent Breakpoint as of the Commencement Date \$0.00

Percentage of Gross Receipts Payable Above Breakpoint 6%

Additional Notes:

Ownership and Calculation of Base Rent and Percentage Rent

This Site is owned by Chick-fil-A or a wholly-owned subsidiary of Chick-fil-A. The calculation of monthly Rent for the site can generally be explained as follows – there will be no Base Rent charge and the total amount of monthly Rent you will be obligated to pay Chick-fil-A will be based on a percentage rent calculation that Chick-fil-A will perform pursuant to the terms of the Lease and this Rent Calculation Report. Because there is no Base Rent due under this Lease, the Annual Percentage Rent Breakpoint as of the Commencement Date generally will be set at \$0.00. To the extent the calendar year-to-date Gross Receipts (as such term is defined in Section 3.2 of this Lease) of

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

As the Operator of a site that is owned by Chick-fil-A (or a wholly-owned subsidiary of Chick-fil-A), you will not be obligated to pay Chick-fil-A Base Rent beyond the Percentage Rent due under the Lease as described above, subject to renewal and/or renegotiation with Chick-fil-A during the term of your Franchise Agreement and this Lease.

Additional Lease/License Costs

The amount of any Additional Lease/License Costs for the site (as that term is used and reflected in the chart above) could be different and set higher than \$0.00 in certain situations. For example, if Chick-fil-A has purchased the primary site and then leases from a third-party and then subleases to you additional parking or other facilities either before or after the Commencement Date, then the Annual Percentage Rent Breakpoint will be adjusted on your Rent Calculation Report for the site to account for any Additional Lease/License Costs you are obligated to pay. If the additional parking sublease in the example above or any other similar additional lease/license cost item was \$12,000/ year, or \$1,000/ month, the Annual Percentage Rent Breakpoint would be set at \$200,000 (\$12,000 / 6%), not \$0.00.

Additional Charges and Expenses

In addition to Rent, your monthly Lease payments to Chick-fil-A for this Site are subject to and will include any Additional Charges and Expenses due under the Lease (as such term is defined in Section 1 and as more specifically described in Section 3.3 of this Lease) ~~(which-~~ Additional Charges and Expenses due under the Lease include, without limitation, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents.

Lease Changes

Your obligations and/or rental payments for this Site may be subject to renewal and/or renegotiation with Chick-fil-A during the term of your Franchise Agreement and this Lease. As a result, your monthly Lease payments to Chick-fil-A could change, including, without limitation, the calculation of Base Rent, Percentage Rent, and Additional Charges and Expenses.

Commencement Date

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

Franchise Agreement and Lease Control

The notes are added as a summary explanation. You should refer to the Franchise Agreement and this Lease (and specifically the Ground Lease attached as Exhibit "B" to this Lease) to review specific terms and provisions. In the event of a conflict or inconsistency between the information provided in this Rent Calculation Report or this Lease, the terms of this Lease shall govern and control; provided, however, any then current specific and enumerated economic terms regarding the amount of or basis for calculating the Rent for the Site set forth in the then current Rent Calculation Report shall prevail in the event of any conflict with any generic terms regarding the amount of or basis for calculating the Rent set forth in the Lease.

Exhibit C-3 to Lease

RENT CALCULATION REPORT

(store #) – (store name)

[For Mall Restaurants – Leased Site]

Base Rent Payable as of the Commencement Date

Annual Prime Lease Base Rent Payable as of the Commencement Date \$ _____

Additional Lease/License Costs \$ _____

Annual Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date \$ _____

Monthly Base Rent Payable to Chick-fil-A, Inc. as of the Commencement Date \$ _____

Percentage Rent Payable as of the Commencement Date

Annual Percentage Rent Breakpoint as of the Commencement Date \$ _____

Percentage of Gross Receipts Payable Above Breakpoint _____ %

Additional Notes:

Prime Lease and Calculation of Base Rent and Percentage Rent

This Site is subject to an underlying Prime Lease (attached as Exhibit “B” hereto) under which the prime lessee is Chick-fil-A or a wholly-owned subsidiary of Chick-fil-A. Base Rent and Percentage Rent (if any) are payable to Chick-fil-A for the Site per the terms of the Franchise Agreement and this Lease which incorporates the Prime Lease. The Base Rent and Percentage Rent (if any) could increase when and if, among other things, the rent under the Prime Lease increases pursuant to the terms of such Prime Lease. Percentage Rent is calculated based on the terms of the Prime Lease. Notwithstanding the definition of Gross Receipts in the Franchise Agreement and Section 3.2 of this Lease, Percentage Rent payable to Chick-fil-A shall be calculated based on the definition of “gross sales” as defined in the Prime Lease.

Prime Lease

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

Additional Charges and Expenses

In addition to Rent, your monthly Lease payments to Chick-fil-A for this Site are subject to and will include any Additional Charges and Expenses due under the Lease (as such term is defined in Section 1 and as more specifically described in Section 3.3 of this Lease). Additional Charges and Expenses due under the Lease include, without limitation, taxes, common area maintenance (CAM) charges, and other additional or extra charges and rents.
Commencement Date

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

Franchise Agreement and Lease Control

The notes are added as a summary explanation. You should refer to the Franchise Agreement and ~~this~~the Lease (and specifically the ~~Ground~~Prime Lease attached as Exhibit "B" ~~to this Lease~~hereto) to review specific terms and provisions. In the event of a conflict or inconsistency between the information provided in this Rent Calculation Report or ~~this~~the Lease, the terms of ~~this~~the Lease shall govern and control; provided, however, any specific and enumerated economic terms regarding the amount and basis for calculating the Rent for the Site set forth in this Rent Calculation Report shall prevail in the event of any conflict with any generic terms regarding the amount and basis for calculating the Rent set forth in the Lease.

Exhibit D to Lease

EQUIPMENT LEASE ADDENDUM

Exhibit D to Lease

EQUIPMENT LEASE ADDENDUM

Equipment Lease for _____ Restaurants

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

3. Commencing on the Commencement Date, the Operator shall pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A has in its sole and exclusive business judgment initially determined to be _____ and No/100 Dollars (\$_____.00) (the "Equipment Rental"). Chick-fil-A shall have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Lease as Exhibit D and made a part of this Equipment Lease Addendum. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Equipment Lease Addendum with respect to the Equipment and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.

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

- (i) all charges, costs and expenses necessary to maintain the Equipment in good condition, ordinary wear and tear excepted;
- (ii) all taxes, levies and charges assessed against the Equipment and/or against the Operator or Chick-fil-A in respect of the Equipment, including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and
- (iii) all charges and costs of all ordinary repairs to the Equipment.

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

Schedule 1 to Exhibit D to Lease

LIST OF EQUIPMENT

Beverage & Ice Cream

- Beverage dispensing system (drink towers, carbonators, and regulators)
- Beverage bag-in-box system & rack
- Coffee brewer(s)
- Tea brewer(s)
- Lemonade dispenser(s)
- Lemon juicer (~~Sunkist model only~~ not in all Restaurants)
- Ice cream machine(s)
- Refrigerated milkshake base dispenser
- Water filtration system (not at all Restaurants)
- Bulk CO2 tank (not at all Restaurants)
- Water Booster Pump (not in all Restaurants)
- Reverse osmosis/softener water system (not in all Restaurants)

Cooking

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

Food Prep & Holding

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

Refrigeration

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

Accessories & Fixtures

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

EXHIBIT “B” TO FRANCHISE AGREEMENT
CHICK-FIL-A TRADEMARKS

EXHIBIT “B” TO FRANCHISE AGREEMENT

CHICK-FIL-A TRADEMARKS

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

Mark	Registration / Application Number	Registration / Application Date*
Authentic Originals Logo	~~97/728,737~~ <u>7,255,003</u>	~~12/22/2022~~ <u>12/26/2023</u>
Block C Logo	4,213,524	09/25/2012
Block C Logo	~~97/402,029~~ <u>7,018,860</u>	~~05/09/2022~~ <u>04/04/2023</u>
C Logo	2,298,157	12/07/1999
C Logo	873,925	07/29/1969
C Logo	1,211,656	10/05/1982
C Logo	2,307,404	01/11/2000
C Logo	2,316,050	02/08/2000
C Logo	2,316,051	02/08/2000
C Logo	2,313,854	02/01/2000
C (Stylized) (Red)	2,341,163	04/11/2000
CFA	6,038,359	04/21/2020
Circle C Logo	6,562,865	11/16/2021
Cropped C Logo	5,750,250	05/14/2019
Cropped C Logo (Red)	5,750,424	05/14/2019
Chick-fil-A	6,042,675	04/28/2020
Chick-fil-A	1,209,211	09/14/1982
Chick-fil-A	2,196,099	10/13/1998
Chick-fil-A	2,196,100	10/13/1998
Chick-fil-A	2,211,210	12/15/1998
Chick-fil-A	2,340,814	04/11/2000
Chick-fil-A	~~97/402,021~~ <u>7,018,859</u>	~~05/09/2022~~ <u>04/04/2023</u>
<u>Chick-fil-A</u>	<u>98/403,995**</u>	<u>02/13/2024</u>
Chick-fil-A (Stylized)	866,527	03/11/1969
Chick-fil-A (Stylized)	995,935	10/15/1974
Chick-fil-A (Stylized)	1,238,459	05/17/1983
Chick-fil-A (Stylized)	1,065,507	05/10/1977
Chick-fil-A (Stylized)	4,865,535	12/08/2015
Chick-fil-A (Stylized)	6,866,465	10/04/2022
Chick-fil-A (Stylized)	~~97/645,394~~ <u>7,019,097</u>	~~10/24/2022~~ <u>04/04/2023</u>
Chick-fil-A (Red) (Stylized)	2,335,546	03/28/2000
Chick-fil-A Chick-n-Strips	1,958,706	02/27/1996
Chick-fil-A One	5,863,299	09/17/2019
Chick-fil-A Shared Table	6,724,424	05/10/2022

Chick-fil-A Waffle Potato Fries	2,258,869	07/06/1999
Chick-n-Minis	5,721,403	04/09/2019
<u>Code Moo</u>	<u>97/809,829**</u>	<u>02/24/2023</u>
<u>Coma Más Chikin</u>	<u>97/882,890**</u>	<u>04/11/2023</u>
Cool Wrap	2,415,376	12/26/2000
Cow Appreciation Day	3,372,804	01/22/2008
Cow Party	~~97/594,203~~ <u>7,274,314</u>	~~09/16/2022~~ <u>01/16/2024</u>
Da Bao Ke Fu (Simplified Chinese Characters)	<u>97/792,474**</u>	02/13/2023
Delivery From Us to You & Design	6,569,305	11/23/2021
<u>Delivery Pin Design</u>	<u>98/360,588**</u>	<u>01/17/2024</u>
Eat Mor Chikin	2,010,233	10/22/1996
Eat Mor Chikin	2,240,326	04/20/1999
Eat Mor Chikin	2,062,809	05/20/1997
Eat Mor Chikin	2,197,973	10/20/1998
<u>Eat Mor Chikin (Stylized)</u>	<u>98/112,871**</u>	<u>02/13/2023</u>
Eat Mor Chikin (and design)	2,538,070	02/12/2002
Eat Mor Chikin (and design)	2,538,050	02/12/2002
First 100	3,906,613	01/18/2011
Fowl Shot	5,181,278	04/11/2017
Frosted Sunrise	5,605,101	11/13/2018
Hogar del Sándwich de Pollo Original	~~90/597,021~~ <u>7,026,679</u>	~~03/23/2021~~ <u>04/11/2023</u>
Home of the Original Chicken Sandwich	2,969,991	07/19/2005
Home of the Original Chicken Sandwich (Stylized) & Design	~~97/754,376~~ <u>7,224,738</u>	~~01/13/2023~~ <u>11/21/2023</u>
Icedream	1,273,752	04/10/1984
Kid Created Games & Design	<u>97/195,020**</u>	12/29/2021
Kneeling Cow Design	2,468,762	07/17/2001
Kids Design (horizontal)	6,615,711	01/11/2022
Kids Design (vertical)	6,615,710	01/11/2022
Koma Más Pollo	<u>90/071,603**</u>	07/24/2020
Moo Cow Band	~~2,758,388~~ <u>98/430,584**</u>	~~09/02/2003~~ <u>03/02/2024</u>
One Design (horizontal)	5,863,203	09/17/2019
One Design (vertical)	5,984,552	02/11/2020
Sunjoy	6,202,190	11/17/2020
Sunshine Days	~~97/719,580~~ <u>7,196,209</u>	~~12/15/2022~~ <u>10/17/2023</u>
Standing Cow Design	2,463,183	06/26/2001
Standing Cow Design	2,464,891	07/03/2001

The Brake Room	97/798,477**	02/16/2023
The Chicken Wire	5,306,199	10/10/2017
True Inspiration Awards	6,355,587	05/18/2021
<u>Waffle Fry Heart Design</u>	<u>98/349,346**</u>	<u>01/09/2024</u>
<u>Waffle Fry Heart Design</u>	<u>98/349,350**</u>	<u>01/09/2024</u>
We Didn't Invent the Chicken, Just the Chicken Sandwich	1,981,126	06/18/1996
<u>Zi Fei Le (Traditional Chinese Characters)</u>	<u>98/297,187**</u>	<u>12/04/2023</u>

* Any required affidavits and renewals pertaining to these Marks have been filed.

EXHIBIT “C” TO FRANCHISE AGREEMENT

CHICK-FIL-A MENU OFFERINGS

EXHIBIT “C” TO FRANCHISE AGREEMENT

CHICK-FIL-A MENU OFFERINGS

Chick-fil-A® Chicken Sandwich
Chick-fil-A® Chicken Deluxe Sandwich
Chick-fil-A® Spicy Chicken Sandwich
Chick-fil-A® Spicy Chicken Deluxe Sandwich
Chick-fil-A® Grilled Chicken Sandwich
Chick-fil-A® Grilled Chicken Club Sandwich
Chick-fil-A Chick-n-Strips®
Chick-fil-A® Nuggets
Chick-fil-A® Grilled Nuggets
Gluten Free Bun

Wrap

Grilled Chicken Cool Wrap®

Beverages

Chick-fil-A® Lemonade
Chick-fil-A® Diet Lemonade
Coca-Cola® Soft Drinks (Required: Coke, Diet Coke, Coke Zero Sugar, Sprite, Hi-C)
Dr. Pepper® Soft Drinks (Required: Dr. Pepper, Diet Dr. Pepper)
Iced Tea - Sweetened
Iced Tea – Unsweetened
Chick-fil-A Sunjoy® *(4/26/2021 rollout)*
Milk
Chocolate Milk
Chick-fil-A® Coffee, sourced by THRIVE Farmers
Chick-fil-A® Iced Coffee
Simply Orange
Honest Kids Appley Ever After Juice Drink
DASANI Bottled Water

Desserts

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

Side Items

Chick-fil-A Waffle Potato Fries®
Kale Crunch
Mac & Cheese
Side Salad
Chicken Soup
Fruit Cup
Greek Yogurt Parfait
Cinnamon Applesauce (Buddy Fruits®)
Chick-fil-A® Waffle Potato Chips

Salads

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

Breakfast

Chick-fil-A® Chicken Biscuit
Chick-fil-A® Spicy Chicken Biscuit*
Plain Biscuit
Chick-fil-A® Chicken, Egg & Cheese Biscuit
Chick-fil-A Chick-n-Minis™
Egg White Grill
Chicken Hash Brown Scramble Bowl
Sausage Hash Brown Scramble Bowl
Chicken Hash Brown Scramble Burrito
Sausage Hash Brown Scramble Burrito
Hash Browns
Bacon, Egg & Cheese Biscuit
Bacon & Egg Biscuit
Bacon Biscuit
Sausage, Egg & Cheese Biscuit
Sausage & Egg Biscuit
Sausage Biscuit
Egg Biscuit
Sausage, Egg & Cheese English Muffin
Bacon, Egg & Cheese English Muffin

Catering

Chick-fil-A Nuggets Tray
Chick-fil-A Chick-n-Strips® Tray
Garden Salad Tray
Fruit Tray
Chocolate Chunk Cookie Tray
Chocolate Fudge Brownie Tray

Chick-fil-A Chick-n-Minis® Tray
Chilled Grilled Chicken Sub Sandwich
Chick-fil-A Cool Wrap® Tray
Chick-fil-A® Waffle Potato Chips

Dipping Sauces

Chick-fil-A Sauce
Polynesian Sauce
Barbeque Sauce
Honey Mustard Sauce
Sweet & Spicy Sriracha Sauce
Garlic & Herb Ranch Sauce
Honey Roasted BBQ Sauce

* Items may not be offered in all locations.

Salad Dressings

Zesty Apple Cider Vinaigrette
Avocado Lime Ranch
Light Balsamic Vinaigrette
~~Chili Lime Vinaigrette~~
Creamy Salsa
Fat Free Honey Mustard
Garlic & Herb Ranch
Light Italian

Note: Does not include seasonal menu items that are launched annually.

chick-fil-a.com/Food/Menu

ADDENDA “1-A” AND “1-B” TO FRANCHISE AGREEMENT
ADDITIONAL BUSINESS AMENDMENTS FOR TRADITIONAL UNIT

ADDENDUM “1-A” TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT **(Sole Proprietorship)**

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

BACKGROUND

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

B. Pursuant to the terms of the Agreement, Chick-fil-A and the Operator desire to amend and otherwise reaffirm the terms of the Agreement pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business at the following address:

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.
3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars (\$5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.

4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately _____, 20__, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.
5. The Operator hereby agrees that the Additional Business described above shall be governed by the terms of the Agreement, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Lease for the Additional Business which is attached as Exhibit "A" to this Amendment.
6. This Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.
7. The Operator acknowledges and agrees to all of his/her obligations under the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease) and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

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

CHICK-FIL-A, INC.

By:_____

Title:_____

Date:_____

OPERATOR

Printed Name:_____

Date:_____

ADDENDUM “1-B” TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENT FOR TRADITIONAL UNIT

(Business Entity)

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

BACKGROUND

A. On or about _____, Chick-fil-A and the Operator-Owner entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at _____, (address) (the “Agreement”).

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

C. Pursuant to the terms of the Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Agreement and the Assignment pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement and the Assignment.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement and the Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business at the following address:

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.
3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars (\$5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.
4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately _____, 20__, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.
5. The Operator and the Operator-Owner hereby agree that the Additional Business described above shall be governed by the terms of the Agreement and the Assignment, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Lease for the Additional Business which is attached as Exhibit "A" to this Amendment.
6. This Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease, are attached to, incorporated in, and made a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.
7. Operator and the Operator-Owner acknowledge and agree to all of their respective obligations under the Assignment and the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Lease attached as Exhibit "A" and any other exhibits to the Lease) and reaffirm the continuing existence and validity of the Agreement and the Assignment. Subject to their terms and conditions, as modified by this Amendment, the Agreement and the Assignment are in full force and effect as of the date of this Amendment, and shall remain in full force and effect.
8. Pursuant to the Assignment and this Amendment, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease. Nothing contained in this Amendment shall be deemed to relieve the Operator-Owner of any of his/her obligations contained in the Assignment or the Agreement. The Operator-Owner further agrees to, and by this instrument does hereby, guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease. Without limiting the foregoing, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A that: (i) the Operator shall pay all amounts to be paid and otherwise comply with all provisions of the Agreement or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Businesses; and (ii) if the Operator defaults in making any such payments or complying with any

such provisions, the Operator-Owner shall pay forthwith upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of any such non-compliance.

9. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Agreement, including without limitation the provisions contained in this Amendment and the Lease attached as Exhibit "A" and any other exhibits to the Lease, shall also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under said Assignment and Agreement and, pursuant to its terms, grounds for termination and/or non-renewal of the Agreement, this Amendment and the franchise granted under such Agreement.

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

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

[OPERATOR]

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR-OWNER:

Printed Name: _____

Date: _____

ADDENDA “2-A” AND “2-B” TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENTS FOR ~~SATELLITE~~CAPTIVE VENUE

ADDENDUM “2-A” TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENT FOR **SATELLITE**CAPTIVE VENUE

(Sole Proprietorship)

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

BACKGROUND

A. On or about _____, 20____ Chick-fil-A, Inc. and the Operator entered into a Franchise Agreement with its attached Lease relating to the licensing and operation of the Chick-fil-A at _____, (address) (the “Agreement”).

B. Pursuant to the terms of the Agreement, Chick-fil-A, Inc. and the Operator desire to amend and otherwise reaffirm the terms of the Agreement pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business as a **Satellite**Captive Venue Unit at the following address:

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.
3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars (\$5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.

4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately _____, 20__, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.
5. The Operator hereby agrees that the Additional Business described above shall be governed by the terms of the Agreement, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, the Concession Agreement and any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Concession Sublicense Agreement for the Additional Business which is attached as Exhibit "A" to this Amendment.
6. This Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.
7. The Operator acknowledges and agrees to all of his/her obligations under the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement) and reaffirms the continuing existence and validity of the Agreement. Subject to its terms and conditions, the Agreement is in full force and effect as of the date of this Amendment, and shall remain in full force and effect.

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

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

OPERATOR

Printed Name: _____

Date: _____

**EXHIBIT “A” TO ADDITIONAL BUSINESS AMENDMENT FOR
SatelliteCaptive Venue**

CONCESSION SUBLICENSE AGREEMENT

THIS CONCESSION SUBLICENSE AGREEMENT (this “Agreement”) for the Chick-fil-A Restaurant Site described in this Agreement is made by and between CHICK-FIL-A, INC., a Georgia corporation, as sublicensor or concessionaire having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), and _____, a _____, as sublicensee or sub-concessionaire (the “Operator”), and will be effective as of the ____ day of _____, 20____.

BACKGROUND

A. Chick-fil-A is currently a party to a certain concession agreement attached as Exhibit C as it may be amended from time to time together with all its exhibits and schedules (the “Concession Agreement”) with the third party owner or manager of the Site identified in the Concession Agreement (“Concessionor”). Under the Concession Agreement, Concessionor granted Chick-fil-A the right to conduct a restaurant business and/or a license to operate one or more Chick-fil-A concessions at the Site, consisting of the concession location(s) identified in the data sheet attached as Exhibit A as it may be amended from time to time (individually and collectively, the “Concession Location(s)”). The Site is sometimes also referred to in this Agreement as the “Concession Location(s).”

B. The Operator (i) is a franchised Chick-fil-A® Restaurant business operator holding a valid Franchise Agreement (together with its attached Lease(s) and in the case of any SatelliteCaptive Venue Unit(s), its attached Concession Sublicense Agreement(s) and their attached Concession Agreement(s), any other existing Additional Business Amendment(s), and all other exhibits and amendments, collectively the “Franchise Agreement”) and is entering into this Agreement the same date that the Additional Business Amendment for SatelliteCaptive Venue to which this Agreement is attached (the “Additional Business Amendment”) to operate the SatelliteCaptive Venue Unit (as defined below) as an Additional Business; or (ii) is entering into the Franchise Agreement to which this Agreement is attached as of the same date that this Agreement shall be effective in order to operate the SatelliteCaptive Venue Unit as the Initial Business (the Franchise Agreement, this attached Agreement and all other exhibits and amendments, collectively the “Franchise Agreement”).

C. Chick-fil-A desires to sublicense its rights and privileges under the Concession Agreement to the Operator, and the Operator desires to accept the sublicense and faithfully perform Chick-fil-A’s obligations under the Concession Agreement as part of a set of rights granted by Chick-fil-A to the Operator under the Franchise Agreement to operate a certain quick-service food business at the Concession Location(s) as a Business that is a SatelliteCaptive Venue Unit under the trade name “Chick-fil-A” pursuant to the Franchise Agreement. The Business that is operated pursuant to the Franchise Agreement, the Additional Business Amendment if applicable, and this Agreement, is sometimes also referred to in this Agreement as the “SatelliteCaptive Venue Unit.”

D. This Agreement, its attached Concession Agreement and (if applicable) the Additional Business Amendment to which they are attached are a part of and are incorporated by reference into the Franchise Agreement. If the SatelliteCaptive Venue Unit is an Additional Business under the Franchise Agreement, this Agreement and its attached Concession Agreement is the applicable Exhibit “A” to the Additional Business Amendment that is used for SatelliteCaptive Venue Units in place of any Lease for the SatelliteCaptive Venue Unit. If the SatelliteCaptive Venue Unit is the Initial Business under the Franchise Agreement, this Agreement and its attached Concession Agreement is the applicable Exhibit “A” to the

Franchise Agreement that is used for ~~Satellite~~Captive Venue Units in place of any Lease for the ~~Satellite~~Captive Venue Unit.

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. **Recitals; Definitions.** The parties incorporate into this Agreement the recitals under the Background section above as if stated here in full. Capitalized terms used but not otherwise defined in this Agreement, including in Exhibit A, Exhibit B and Exhibit C as they may be amended from time to time, which are incorporated in and made a part of this Agreement by this reference, will have the meanings given to them in the Franchise Agreement and the Additional Business Amendment (if applicable).

2. **Sublicense; Use; Operator Duty to Perform Under Concession Agreement.**

(a) As of the effective date of this Agreement, subject to the terms and conditions of the Franchise Agreement, the Additional Business Amendment (if applicable) and this Agreement, Chick-fil-A grants a limited sublicense or subconcession (collectively, “sublicense”) to the Operator of all of its rights and privileges under the Concession Agreement to use and occupy the Site solely for the Business that is a ~~Satellite~~Captive Venue Unit during the Agreed Term of this Agreement (as defined in Section 4), selling only such products and operating in such a manner as permitted and authorized pursuant to the Franchise Agreement (“Permitted Use”). The limited sublicense is non-exclusive, and no so-called “exclusive,” “protected” or other territorial rights in the Site, the ~~Satellite~~Captive Venue Unit, the Concession Location(s), or the contiguous market area around the Concession Location(s) are granted or inferred. All rights and licenses not expressly granted to the Operator under the Franchise Agreement, the Additional Business Amendment (if applicable) and this Agreement are reserved exclusively by and unto Chick-fil-A.

(b) The Operator accepts the above grant of the limited sublicense and agrees to be bound by and observe and faithfully perform Chick-fil-A’s obligations, agreements, commitments, duties and liabilities as if the Operator is the licensee or concessionaire under the Concession Agreement, except as otherwise agreed by Chick-fil-A and the Operator and stated on the data sheet attached as Exhibit A. Notwithstanding the above, Chick-fil-A will provide and install the Equipment and any additional Equipment pursuant to Section 6 of this Agreement.

(c) The Operator acknowledges and agrees that its rights under this Agreement are derivative of the Operator’s status as an Operator under the Franchise Agreement and that these rights will terminate automatically upon the expiration or termination of the Franchise Agreement. The Operator will comply with and perform all of the terms, conditions and covenants of the Franchise Agreement. A breach of any of the terms, conditions or covenants of the Franchise Agreement by the Operator will constitute a breach of this Agreement. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to comply with any standard of conduct, with respect to the franchised Businesses and/or with respect to the ~~Satellite~~Captive Venue Unit, that would constitute a violation of this Agreement, the Concession Agreement or the Franchise Agreement, as applicable.

(d) The Operator will use and occupy the Site solely for the Permitted Use. The Site, as well as the Operator’s use and occupancy of the Site, is subject to the terms and conditions in the Concession

Agreement, and any and all agreements or instruments now or in the future of record or otherwise affecting title to or otherwise affecting title to or use of the Site, including any prime lease, ground lease or other title documents, which will be attached as exhibit(s) to the Concession Agreement. The Operator will open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the Concession Agreement and any applicable prime lease, ground lease or other title documents, unless otherwise limited by state or local laws and ordinances, and will otherwise observe and abide by the Franchise Agreement, as well as Chick-fil-A's then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator will not use, and will not permit any person to use, any part of the Site in violation of this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A's then-current Minimum Standards and Guidelines. The Operator will keep the Site in a clean and wholesome condition, and will repair, maintain and conduct the [Satellite Captive Venue](#) Unit on the Site in full compliance with this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A's then-current Minimum Standards and Guidelines, all as modified from time to time. Unless Chick-fil-A (or Concessionor) is remodeling or re-building the Site pursuant to Subsection 3(e) of this Agreement, the Operator will continuously occupy the Site during the Agreed Term and will not vacate or abandon the Site at any time during the Agreed Term, except during designated periods if the use of the Site is seasonal or otherwise limited to certain periods under the Concession Agreement. The Operator will continuously occupy the Site during the applicable periods during the Agreed Term and will not vacate or abandon the Site at any time during the applicable periods during the Agreed Term. The Operator will use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise conform to the requirements of this Agreement and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

(e) The Operator will use and occupy the Site in compliance with all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, environmental laws, and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator. Environmental laws include 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated under these federal statutes.

(f) The Operator hereby acknowledges and agrees that the Operator's operation of the Site during the Term of this Agreement could be restricted or changed as a result of an amendment or modification to the Concession Agreement either entered into by Chick-fil-A in the exercise of its sole and exclusive business judgment with Concessionor or otherwise binding on Chick-fil-A (including without limitation an amendment or modification to any one or more of any prime lease, ground lease, or other title documents or the manner of calculating the use/occupancy fee payable to Concessionor as provided for under the Concession Agreement and summarized on the data sheet attached as Exhibit A. These amendments or modifications could include changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts, have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under the Franchise Agreement, this Agreement or otherwise arising out of or relating to, any amendments or modifications to the Concession Agreement (including with regard to any covenants or restrictions and any final, new or substituted fees payable to

Concessionor). Chick-fil-A will exercise commercially reasonable efforts to notify the Operator of any amendment or modification impacting the Site, but any delay or lack of notice will not affect the Operator's consent, agreement, waiver or release granted above, or the validity or enforceability of any amended or modified provision agreed to by Chick-fil-A and Concessionor from time to time.

(g) The Operator will not make any agreement with Concessionor which does or could modify, amend, cancel or terminate the Concession Agreement.

(h) Chick-fil-A and the Operator acknowledge and agree that the actual title of the Concession Agreement may differ from the words "Concession Agreement" and the definitions assigned to Chick-fil-A as licensee or concessionaire and to Concessionor may also differ from the terms used in this Agreement, but for purposes of this Agreement the terms "Concession Agreement," "Concessionor" and "Concessionaire" will be used to refer to the corresponding title and terms actually used in the Concession Agreement.

(i) Chick-fil-A is sublicensing to the Operator, subject to the terms and conditions of this Agreement, only those rights acquired by Chick-fil-A by virtue of the Concession Agreement. The Concession Agreement describes Concessionor's duties which Concessionor, and not Chick-fil-A, is obligated to perform. If Concessionor fails to perform its duties under the Concession Agreement, the Operator must send Chick-fil-A written notice describing Concessionor's default in detail. Upon receipt of the notice, Chick-fil-A will then promptly notify Concessionor and demand performance of the Concession Agreement. In the event the Operator wishes to engage the services of an attorney to settle any disputes arising out of the Concession Agreement, all fees and costs will be borne by the Operator, it being understood that Chick-fil-A is under no obligation to bring or defend any action brought by or against the Operator or Concessionor.

(j) The Operator acknowledges that there may be certain provisions in the Concession Agreement, including any provision against competition among the licensees or concessionaries of the overall premises in which the Site is located, requiring performance by other licensees or concessionaries within the premises or by the Concessionor. Chick-fil-A will not be liable for any breach or default of any of these provisions by any other licensees or concessionaries within the overall premises or by the Concessionor, or for Concessionor's failure, inability (whether temporary or indefinite), or simple refusal, to enforce any of these provisions. The Operator further acknowledges that Chick-fil-A will have no obligation whatsoever to require Concessionor to enforce any provision against any other licensees or concessionaries.

(k) This Agreement is not and shall not be interpreted or deemed to be an assignment of the Concession Agreement to the Operator. It is the express intent of the parties to enter into a sublicense or subconcession agreement between Chick-fil-A and the Operator and not to make an assignment of the Concession Agreement to the Operator.

3. Operator Warranties and Obligations.

(a) The Operator and if applicable, the Operator-Owner pursuant to the Assignment and Consent to Assignment (the "Assignment") and the Additional Business Amendment (if applicable), each represents and warrants to Chick-fil-A that the execution, delivery and performance of this Agreement by the Operator and if applicable the Operator-Owner will not contravene any certificate of incorporation or certificate of formation, by-laws, operating agreement, law or regulation or agreement applicable to the Operator and if applicable, the Operator-Owner, or this Agreement or the Concession Agreement. The Operator and if applicable the Operator-Owner each further covenants and agrees to comply with all laws and regulations applicable to the Operator and the Operator-Owner, respectively, during the Term in

conjunction with the Operator's or as applicable the Operator-Owner's performance of the Concession Agreement as sublicensee or subconcessionaire.

(b) By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements on the Site and found them to be in a safe, satisfactory, and completed condition. The Site, including the Equipment and the Leasehold Improvements in and on the Site, are provided to Operator by Chick-fil-A and/or Consignor "**AS IS**" and "**WHERE IS**" and without any warranty of any kind from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Site, including the Equipment and the Leasehold Improvements, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

(c) The menu of Products that may be offered, sold and distributed from the Concession Location(s) will be limited to the Products authorized under the Concession Agreement and stated on the data sheet attached as Exhibit A. If stated in Exhibit A, certain Products sold or distributed from the Concession Location(s) identified in Exhibit A may be freshly produced at the Concession Location(s), while other Products or the components of other Products identified in Exhibit A must be freshly produced in the Business identified in Exhibit A, which will serve as a commissary for the Concession Location(s), and delivered to the Concession Location(s) via approved Temperature Management System (TMS) bags. Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A System (and specifically approved for sale at the Concession Location(s)) may be sold from, produced and/or held in the Concession Location(s). Products or components of Products freshly produced at the Concession Location(s) may only be sold or distributed from the Concession Location(s) and may not be sold, delivered, or given away to the Operator's Business identified in Exhibit A, any other Business(es) which the Operator has the right to operate under the Franchise Agreement (if any), to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

(d) Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Concession Location(s) and the Business, if applicable, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for [Satellite Captive Venue](#) Unit locations established by Chick-fil-A, and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Concession Location(s). Any transportation of Products, Ingredients, promotional items, and other items by the Operator will comply with and will otherwise abide by all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Concession Agreement and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements).

(e) Subject to the terms and conditions of the Concession Agreement, if at any time Chick-fil-A or Concessionor determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, Concessionor, or as applicable, their respective agents and designees will have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's and/or Concessionor's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Equipment, the Leasehold Improvements, design and décor, trade dress, color scheme and other things as Chick-fil-A and/or Concessionor deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Agreement, the Franchise Agreement and/or the Concession Agreement, the Operator will permit and

cooperate with Chick-fil-A and/or Concessionor and their respective agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

(f) The Operator will not make or permit any change in, alteration of, or addition to any part of the Site, or remove any Leasehold Improvements or any of the Equipment, unless required by or agreed to by Chick-fil-A and/or as applicable Concessionor as provided in the Concession Agreement. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Effective Date, are the property of Chick-fil-A (including the Equipment) or of Concessionor or the fee owner of the Site, are and will remain the property of the respective owner and considered to be leased or sublicensed under this Agreement.

(g) The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Agreed Term, at the Operator's own expense, insurance on the Site and for the operation of the [SatelliteCaptive Venue](#) Unit as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, including any changes or modifications, subject to any additional or greater coverage requirements and terms and conditions under the Concession Agreement or any prime lease or ground lease. If the Operator fails to obtain the required insurance, Chick-fil-A may at its option, but is not obligated to, purchase the insurance, and the Operator will reimburse Chick-fil-A pursuant to Subsection 5(f). Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for coverage or premium expenses nor guarantees coverage or payment for any losses sustained by the Operator.

(h) Subject to the terms and conditions of the Concession Agreement, Chick-fil-A and its designees will have the right to enter and inspect the Site at any time on any Business Day, without notice to the Operator, to insure that the Operator and all aspects of the Site are in compliance with this Agreement, the Concession Agreement and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

(i) The Operator and if applicable, the Operator-Owner reaffirms the provisions of Section 25.3 of the Franchise Agreement as applicable to the [SatelliteCaptive Venue](#) Unit, and each acknowledges and agrees that the [SatelliteCaptive Venue](#) Unit involves risk, and the success or lack of success of any particular Chick-fil-A Business is unknown. The Operator and if applicable, the Operator-Owner each has made its own independent determination of the viability of and within this particular location and is not relying on any representations or claims whatsoever as to the actual or prospective profitability, ease of operation, success or failure, costs to construct, of this or any other Chick-fil-A concession restaurant business located within Concessionor's premises.

4. Term; Termination.

(a) Unless earlier terminated as provided in this Agreement or in the Franchise Agreement, the initial term of this Agreement with respect to the [SatelliteCaptive Venue](#) Unit (the "Initial Term") will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the "Agreed Term" or the "Term." Unless this Agreement, the Franchise Agreement or the Concession Agreement is terminated earlier, the Agreed Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise

Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Agreed Term; provided however, this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the [SatelliteCaptive Venue](#) Unit or the Franchise Agreement is otherwise terminated or not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A's right to amend or modify the Concession Agreement pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal pursuant to Section 2.4 of the Franchise Agreement by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew or not renew upon the changed terms and conditions offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Agreed Term.

(b) The rights granted under this Agreement are contingent upon the Franchise Agreement, the Additional Business Amendment (if applicable), this Agreement and the Concession Agreement being in full force and effect. Notwithstanding anything in this Agreement to the contrary, this Agreement with respect to the [SatelliteCaptive Venue](#) Unit, the Site of which is subject to the Concession Agreement and may be subordinate and further subject to any prime lease, ground lease or other title documents attached as exhibits to the Concession Agreement, will terminate automatically, without any notice to the Operator upon (i) the expiration or earlier termination of the Concession Agreement, or any applicable prime lease or ground lease for the Site; (ii) the termination, expiration, closure or loss of the Concession Location(s); or (iii) the termination or expiration of the Franchise Agreement or the Additional Business Amendment (if applicable). Chick-fil-A will have the sole right in the exercise of its sole and exclusive business judgment whether to exercise any termination rights or renewal rights under the Concession Agreement and whether to negotiate and agree upon any renewal terms, which may result in amendments or modifications to the Concession Agreement, including those described in Subsection 2(f).

(c) Notwithstanding anything in this Agreement to the contrary, in addition to the above, this Agreement with respect to the [SatelliteCaptive Venue](#) Unit will terminate automatically without any notice to the Operator if and when the Operator (or, as applicable, the Operator-Owner) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform the obligations required under the Franchise Agreement and this Agreement.

(d) If: (i) the Operator does not diligently make application for and pursue the required permits and licenses to operate the [SatelliteCaptive Venue](#) Unit; and/or (ii) the Operator does not open the Concession Location(s) within forty-five (45) days after Chick-fil-A completed its obligation to provide and install the Equipment and any additional Equipment pursuant to Subsection 6(a) and the Equipment Lease Addendum attached to this Agreement as Exhibit B and after Concessionor completed construction and development of the Concession Location(s) and access to the Concession Location(s) was provided by Concessionor (or earlier time period required under the Concession Agreement for commencement of operation of the [SatelliteCaptive Venue](#) Unit), then the Operator will be in material default under this Agreement and Chick-fil-A may terminate this Agreement upon ten (10) days' written notice.

(e) In addition to the termination provisions elsewhere in this Agreement, including in this Section 4, this Agreement and the term and license granted in this Agreement are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as defined below), the Operator is in default under this Agreement, Chick-fil-A will have the right and, at its

election, may terminate this Agreement pursuant to Subsection 4(f) below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as “Events of Default”) will each be an event of default by the Operator under this Agreement: (i) the Operator defaults in the payment of any installment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement; (ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or complied with by the Operator (or, as applicable, the Operator-Owner) under this Agreement other than the payment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement, and other than any other Event of Default listed in this Subsection 4(e), and such default continues for ten (10) days after notice in writing to the Operator; (iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Agreement (or the Operator’s interest in this Agreement or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of Chick-fil-A, and Concessionor, contrary to Section 9 below; (iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement, the Concession Agreement or the Additional Business Amendment (if applicable), or the Franchise Agreement, the Concession Agreement or the Additional Business Amendment (if applicable) terminates or expires by lapse of time or otherwise; (v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails to comply with any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Concession Agreement, any prime lease, ground lease or other title documents (or any document related to any of the above); (vi) the Operator vacates or abandons the Site.

(f) Upon the occurrence of an Event of Default as set forth in Subsection 4(e) above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, will have the right, upon its election, to terminate this Agreement immediately and to declare the Term of this Agreement ended upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. If this Agreement is terminated under this Subsection 4(f) or otherwise terminates or expires, then (1) the Franchise Agreement will also immediately and automatically terminate or expire as to the [Satellite Captive Venue](#) Unit effective as of the effective date of termination or expiration of this Agreement and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator; and (2) Chick-fil-A will have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. Chick-fil-A and the Operator also expressly acknowledge and agree that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, will also terminate this Agreement effective immediately, without further notice being required.

(g) Upon termination or expiration of this Agreement, the Operator will quit and surrender the premises of the Concession Location(s) to Chick-fil-A but the Operator will remain liable for the balance of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement to Chick-fil-A or any payments due Concessionor as provided in the Concession Agreement and/or in this Agreement. The Operator agrees that upon default Concessionor may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Concession Agreement and/or this Agreement, any payment made by the Operator to Chick-fil-A or Concessionaire or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain access to and possession of the Concession Location(s) by proper suit, action, proceeding or remedy. All

monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

(h) Notwithstanding anything to the contrary contained in this Agreement or in the Franchise Agreement, the terms of this Agreement and the Operator's use, occupancy, maintenance, repair and restoration of the Site are subject and subordinate to the terms, covenants, conditions, agreements and requirements of the Concession Agreement and any prime lease, ground lease or other title documents attached as exhibit(s) to the Concession Agreement. The Operator must not commit or permit to be committed on or with regard to the Site any act or omission that will violate any term or condition of the Concession Agreement or any attached prime lease, ground lease or other title documents. Chick-fil-A may exercise any and all remedies available to Concessionor under the Concession Agreement in order for Chick-fil-A to enforce its rights under this Agreement, in addition to any other remedies provided under this Agreement or the Franchise Agreement or available at law or in equity.

5. Use/Occupancy Charge to Concessionor; Payments to Chick-fil-A.

(a) Except as specifically provided for under the Concession Agreement and stated on the data sheet attached as Exhibit A, the Operator agrees to directly make all payments to Concessionor for use/occupancy of the Concession Location(s) required under the Concession Agreement in the manner required (collectively, the "Use/Occupancy Charge"). The Use/Occupancy Charge may be described as a use/occupancy fee, rent, license fees, service fees or otherwise. Alternatively, Concessionor may collect the Gross Receipts of the [SatelliteCaptive Venue](#) Unit from sales to customers and then distribute to the Operator (or Chick-fil-A on the Operator's behalf) a "commission," where the commission is the balance of the Gross Receipts after Concessionor subtracts the Use/Occupancy Charge amount (and if applicable, any sales tax Concessionor undertakes the responsibility to report and pay). The Use/Occupancy Charge is summarized on the data sheet attached as Exhibit A. Except as specifically stated on the data sheet attached as Exhibit A, as between Chick-fil-A and the Operator, Chick-fil-A will not have any monetary obligation to Concessionor under this Agreement. If the Operator is late in making any payment or fails to make any payment due to Concessionor under the Concession Agreement, the Operator will indemnify and hold harmless Chick-fil-A pursuant to Section 10 of this Agreement.

(b) At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations with respect to the Use/Occupancy Charge and any of the Operator's other payment obligations described in the Concession Agreement, and any adjustment or increases to the Operator's payment obligations.

(c) Notwithstanding anything to the contrary in the Concession Agreement, as between Chick-fil-A and the Operator, all Gross Receipts generated as a result of sales from the [SatelliteCaptive Venue](#) Unit, will be deemed to be Gross Receipts of the Operator, and the Operator and not Chick-fil-A will have sole responsibility for payment of any sales, use, or excise tax, any apportioned personal property tax or any other tax arising from the [SatelliteCaptive Venue](#) Unit, the sale and distribution of Products and promotional items, the lease of the Equipment and/or the presence of the Equipment at the [SatelliteCaptive Venue](#) Unit, directly or through Concessionor. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

(d) Gross Receipts generated as a result of sales from the [SatelliteCaptive Venue](#) Unit will be accounted for on a separate Fee Calculation Report for the [SatelliteCaptive Venue](#) Unit. Except as specifically stated on the data sheet attached as Exhibit A, the Fee Calculation Report will also reflect the calculation and payment of all fees and other operating costs and expenses related to the operation of the [SatelliteCaptive Venue](#) Unit that are due and will be calculated under the terms of the Franchise

Agreement. Chick-fil-A will have the right and Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, operating costs, expenses and taxes incurred with respect to the [SatelliteCaptive Venue](#) Unit and to make calculations and allocations to Operator's Businesses as may be required under the Franchise Agreement and in order to effectuate the terms of the Franchise Agreement and this Agreement and to produce the Fee Calculation Report for each of Operator's Businesses.

(e) The Operator understands and agrees that the Operator's obligation to furnish and send reports and records pursuant to Section 15.1 and Section 15.2 of the Franchise Agreement applies to the [SatelliteCaptive Venue](#) Unit and includes all reports and records designated by Chick-fil-A that the Operator furnishes to or receives from Concessionor. The Operator authorizes Chick-fil-A to request and receive any reports and records it designates relating to the [SatelliteCaptive Venue](#) Unit directly from Concessionor.

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

(g) If the Operator fails to perform any of its obligations under this Agreement or under the Concession Agreement, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest for the period beginning with the original due incurred to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Interest will be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

6. Leased Equipment and Fee.

(a) Pursuant to the terms and conditions of this Agreement and the Equipment Lease Addendum attached to this Agreement as Exhibit B as it may be amended from time to time, Chick-fil-A has delivered, or will deliver to the Site, the Equipment (as defined below) and other property described in the Equipment Lease Addendum solely for use in the operation of the [SatelliteCaptive Venue](#) Unit. "Equipment" means the equipment and other property delivered, or to be delivered to the Site, by Chick-fil-A as described in the Equipment Lease Addendum together with any replacements of and additions or accessions to the original equipment.

(b) In consideration of the lease of the Equipment, the Operator will pay to Chick-fil-A when due, the Equipment Rental stated in Exhibit B.

7. Default; Termination and Expiration. In addition to the termination and expiration provisions in Section 2 and Section 4 of this Agreement, this Agreement and the rights granted under this Agreement may be terminated for a default under this Agreement or the Concession Agreement in the

manner provided in the Franchise Agreement or the Concession Agreement. A default by the Operator under the Concession Agreement will also be a default under this Agreement and the Franchise Agreement. Subject to Section 8 of this Agreement, if this Agreement is terminated or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire as to the [SatelliteCaptive Venue](#) Unit, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. The rights granted under this Agreement, including the sublicense granted in Subsection 2(a) of this Agreement, will also immediately and automatically terminate or expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A will have the right to enter upon and take possession of the Site and the [SatelliteCaptive Venue](#) Unit without further formality and without the necessity of any court action, dispossession proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site and the [SatelliteCaptive Venue](#) Unit immediately upon the termination or expiration of this Agreement or the Concession Agreement and the accompanying sublicense and to permit the peaceable possession of the Site and the [SatelliteCaptive Venue](#) Unit by Chick-fil-A or, at Chick-fil-A's election, a Chick-fil-A affiliate or another Chick-fil-A franchisee. Chick-fil-A may operate the Concession Location(s) directly or through an affiliate or may offer the right to operate the Concession Location(s) to another franchisee.

8. **Survival.** Upon the termination, expiration, or suspension of this Agreement, all obligations under this Agreement and under the Franchise Agreement that expressly or by their nature are intended to survive the termination or expiration of this Agreement, including, but not limited to, any limitations of liability, and the Operator's and if applicable, the Operator-Owner's reporting, payment and indemnification obligations to Chick-fil-A (as well as any like obligations under the Franchise Agreement and if applicable the Assignment, which were incorporated by reference into this Agreement and the Additional Business Amendment (if applicable), will survive the termination, expiration or suspension of this Agreement.

9. **Compliance with Franchise Agreement and the Assignment.** Except as specifically provided in this Agreement, the Operator, and if applicable, the Operator-Owner, respectively, will comply with all of the provisions of the Franchise Agreement and if applicable the Assignment with respect to this Agreement, the Site and the [SatelliteCaptive Venue](#) Unit, even if not specifically described or referred to in this Agreement. As a reminder, but in no way limiting the application of all of the other provisions of the Franchise Agreement, the provisions of the Franchise Agreement include: Article 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Article 7 INSURANCE, Article 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Article 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Article 19 USE OF THE MARKS, Article 21 TRANSFERABILITY OF INTEREST, Article 22 REMEDIES, Article 24 TERMINATION, Article 25 FRANCHISE RELATIONSHIP, Article 27 INDEMNIFICATION, and Article 28 GENERAL PROVISIONS. Article 28 GENERAL PROVISIONS includes provisions with regard to notices as set forth in subsection 28.1, **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in subsection 28.9 and subsection 28.10, **the waiver of any right to trial by jury** as set forth in subsection 28.15 and Operator's agreement **not to pursue any class claims** as set forth in subsection 28.13. Pursuant to the Franchise Agreement and if applicable the Additional Business Amendment to which this Agreement is attached, these and all of the other applicable provisions of the Franchise Agreement will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement and if applicable the Assignment, the express terms of this Agreement will control with respect to the Permitted Use authorized under this Agreement and the limited sublicense granted for the Permitted Use. In addition, the Operator must not do anything in connection with the Site or the [SatelliteCaptive Venue](#)

Unit that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Site on Sunday or Christmas Day. Chick-fil-A has the right to assign this Agreement to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A under this Agreement will inure to and be binding upon any such assigns. The Operator may not lend, sublicense, subcontract, encumber or in any way transfer or assign the Site, the [SatelliteCaptive Venue](#) Unit or any of the Equipment, Leasehold Improvements or any rights under this Agreement, the Additional Business Amendment (if applicable) or the Concession Agreement, or transfer any interest in the Operator (if Operator is an entity), except as may be permitted under the Franchise Agreement. Chick-fil-A will retain all rights attendant to or associated with the ownership of the Equipment and license or sublease of the Site, including the right to depreciate the improvements and the Equipment at the Site for tax, accounting and all other purposes.

10. **Indemnification and Waiver.**

(a) If Chick-fil-A, or a subsequent operator of the [SatelliteCaptive Venue](#) Unit or a like business on the Site is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (ii) any claimed violation of any law or ordinance by the Operator, if applicable the Operator-Owner or its agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (iii) any damages allegedly resulting from a breach by the Operator and/or if applicable the Operator-Owner of this Agreement or the Concession Agreement; (iv) any damages allegedly resulting from a willful misrepresentation by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees to Chick-fil-A or Concessionor; or (v) any personal injury, death or otherwise, allegedly caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator's employees, agents, contractors, invitees or customers or if applicable the Operator-Owner; then the Operator and if applicable the Operator-Owner jointly and severally, will indemnify and hold harmless Chick-fil-A and any subsequent operator of the [SatelliteCaptive Venue](#) Unit against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A.

(b) At the election of Chick-fil-A or any subsequent operator of the [SatelliteCaptive Venue](#) Unit, the Operator and if applicable the Operator-Owner will also defend Chick-fil-A ~~or~~ and the subsequent operator in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the rights of any one or more of Chick-fil-A or the subsequent operator of the [SatelliteCaptive Venue](#) Unit to control the litigation. The parties expressly ~~understood~~ understand and ~~agreed~~ agree that the covenants, agreements and services to be rendered and performed by the Operator and if applicable the Operator-Owner under this Section 10 will survive any termination or expiration of this Agreement or the Franchise Agreement, whether voluntary or involuntary, with or without cause, and are special, unique, and of an extraordinary character.

(c) The Operator's and if applicable the Operator-Owner's obligations under this section will apply with respect to, among other things, the [SatelliteCaptive Venue](#) Unit, the Site, the Equipment, the Leasehold Improvements, in and on the Site, and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Site, the Equipment, the Leasehold Improvements, the Concession Agreement or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator from seeking indemnification from another

third party whose actions, or the actions of the third party's employee, were the source of any injury, damage or loss.

(d) The Operator's obligations under this section will be in addition to any indemnity and insurance provisions contained in the Concession Agreement and in the Franchise Agreement.

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

11. Effectiveness; Time is of Essence; ~~Separate and Independent Contractor~~ Business.

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

12. Execution; Entire Agreement; Counterparts.

(a) The parties acknowledge and agree that the data sheet attached as Exhibit A as it may be amended from time to time is complete and accurate and forms a part of this Agreement.

(b) This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Satellite Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the

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

(c) This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

13. **Severability**. Each and every provision of this Agreement is severable, and invalidity of one or more provisions will not, in any way, affect the validity of this Agreement or any other provision of this Agreement. If any phrase, clause or provision in this Agreement is deemed to be invalid by a court of competent jurisdiction, to the extent permitted by applicable law, it will not be stricken in its entirety and held totally void and unenforceable, but will remain effective to the maximum extent permissible.

14. **Captions**. The section headings in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have each executed and delivered, or caused their duly authorized representative to execute and deliver, this Agreement as of the date first written above.

OPERATOR [entity]:

By: _____

Name: _____

Title: _____

[OR]

OPERATOR [individual]:

Name:

CHICK-FIL-A, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A TO CONCESSION SUBLICENSE AGREEMENT

Data Sheet – Concession Location(s) – terms, etc.

1. Operator: _____
[Operator-Owner (if applicable): _____]
Operator's Business referenced in Subsection 3(d): _____

2. Concessionor referenced in Background Paragraph A above: _____
 - a. Concession Location 1 referenced in Background Paragraph A above:

Address _____
Address _____
City, State, Zip Code _____
 - b. Concession Location 2 referenced in Background Paragraph A above:

Address _____
Address _____
City, State, Zip Code _____
3. Effective Date (referred to in Subsection 4(a)): _____
4. Expiration Date of the Concession Agreement (referred to in the Concession Agreement):

5. Initial Hours of Operation (referred to in Subsection 2(d) of this Agreement and as may be referred to in the Concession Agreement):

6. Items that may be produced and sold from the Concession Location(s) (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

7. Items that may be sold from the Concession Location(s), but must be produced at the Operator's Business (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

8. Use/Occupancy Charge to Concessionor (referred to in Section 5):

9. Equipment and Equipment Rental (referred to in Section 6): **See Exhibit B, attached.**

10. [Fee(s) to Chick-fil-A (referred to in Section 5: The calculation and payment of all fees and other operating costs and expenses related to the operation of the Concession Location(s) that are due and will be calculated under the terms of the Franchise Agreement will be as follows:]

11. Additional Terms/Information:

EXHIBIT B TO CONCESSION SUBLICENSE AGREEMENT

EQUIPMENT LEASE ADDENDUM

(Per Concession Location)

EQUIPMENT LEASE ADDENDUM

1. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Effective Date, upon the terms and conditions stated below, the Equipment listed on Schedule 1 attached to this Equipment Lease Addendum (together with any replacements and additions or accessions to Schedule 1). The Operator agrees that Chick-fil-A will have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator will keep and maintain the Equipment only at the Concession Location(s), unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Concession Location(s), will service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and will not make any changes, alterations or additions to the Equipment without the prior written consent of Chick-fil-A and if applicable, Concessionor, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for the items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably, provided that the Operator will also comply with the Concession Agreement. In the event of any conflict between Concessionor's requirements and Chick-fil-A's requirements, the Operator will notify Chick-fil-A before having any service or repair work performed. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Concession Location(s) or leave Equipment at the Concession Location(s) which had been used at the Concession Location(s) prior to the date of this Agreement.

2. Commencing on the Effective Date, the Operator will pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A in its sole and exclusive judgment initially determined to be Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "Equipment Rental"). Chick-fil-A will have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Agreement as revised Exhibit B. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations described in this Agreement with respect to the Equipment and any other payment obligations of the Operator under this Agreement, and any adjustment or increases to the Operator's payment obligations.

3. Commencing on the Effective Date, the Operator will timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Concession Location(s) during the Term of the Concession Agreement, including the following:

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

including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and

(iii) all charges and costs of all ordinary repairs to the Equipment.

4. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and the affected Equipment cannot reasonably be repaired, then Chick-fil-A will replace the affected Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Concession Location(s), as and to the extent any of this equipment and other related items become worn out. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Equipment or any other Concession Location(s) equipment, furnishings or fixtures.

Schedule 1 to Equipment Lease Addendum

EQUIPMENT SCHEDULES

[See attached]

(Certain equipment, furniture and/or fixtures may be provided by the third-party owner or manager of the Concession Location(s) and is not included in the Equipment provided by Chick-fil-A under this Equipment Lease Addendum. The license or other right to use, and the cost for any Concessionor provided equipment, furniture and/or fixtures is set forth in the Concession Agreement.)

EXHIBIT C TO CONCESSION SUBLICENSE AGREEMENT

Concession Agreement

ADDENDUM “2-B” TO FRANCHISE AGREEMENT

ADDITIONAL BUSINESS AMENDMENT FOR ~~SATELLITE~~CAPTIVE VENUE

(Business Entity)

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

BACKGROUND

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

B. On or about _____, 20____ the Operator-Owner, after obtaining all required approvals and consents under the Agreement transferred and assigned his or her interest in the Agreement and the Business(es) for their remaining respective Agreed Terms to the Operator, an entity formed by the Operator-Owner for his or her convenience of ownership, pursuant to the terms and conditions of an Assignment and Consent to Assignment (the “Assignment”).

C. Pursuant to the terms of the Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Agreement and the Assignment pursuant to the terms and conditions of this Amendment, including the designation of an Additional Business described in this Amendment to be operated under the Agreement, and to otherwise continue their respective performance under the Agreement and the Assignment.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual promises, covenants and agreements contained in this Amendment, as well as in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Pursuant to Section 2.6 of the Agreement, and subject to the terms and conditions of the Agreement as amended by this Amendment, Chick-fil-A licenses and grants the right to the Operator, and the Operator hereby accepts the license and grant and agrees, to operate the Additional Business as a ~~Satellite~~Captive Venue Unit at the following address:

2. Pursuant to Section 2.6 of the Agreement, the date on which the Agreed Term begins for the Additional Business shall be the date first above written as the effective date of this Amendment.

3. Pursuant to Section 3.2 of the Agreement, the Operator shall pay an additional franchise fee with respect to the Additional Business of Five Thousand and No/100 Dollars (\$5,000.00) upon the execution of this Amendment, which when paid to Chick-fil-A shall be deemed fully earned and non-refundable.
4. Chick-fil-A currently estimates that the Additional Business will be opened (or the Operator's Commencement Date for the Additional Business pursuant to this Amendment will be) approximately _____, 20__, based on Chick-fil-A's current projections of openings and the availability of existing restaurant businesses; provided, however, Chick-fil-A does not represent or warrant in any way that the Additional Business actually will be open or available for the Operator to commence the Additional Business on or after this date.
5. The Operator and the Operator-Owner hereby agree that the Additional Business described above shall be governed by the terms of the Agreement and the Assignment, as amended by this Amendment. Pursuant to Section 2.6 of the Agreement, the Concession Agreement and any Prime Lease, Ground Lease or other rental obligations of the Operator with respect to the Additional Business shall be attached to the Concession Sublicense Agreement for the Additional Business which is attached as Exhibit "A" to this Amendment.
6. This Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall be attached to, incorporated in, and become and constitute a part of the Agreement. Capitalized terms used but not otherwise defined in this Amendment, shall have the meaning ascribed to them in the Agreement.
7. Operator and the Operator-Owner acknowledge and agree to all of their respective obligations under the Assignment and the Agreement as if entered into, undertaken and otherwise made again this day (with this Amendment, including the Concession Sublicense Agreement and its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement) and reaffirm the continuing existence and validity of the Agreement and the Assignment. Subject to their terms and conditions, as modified by this Amendment, the Agreement and the Assignment are in full force and effect as of the date of this Amendment, and shall remain in full force and effect.
8. Pursuant to the Assignment and this Amendment, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement including its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement. Nothing contained in this Amendment shall be deemed to relieve the Operator-Owner of any of his/her obligations contained in the Assignment or the Agreement. The Operator-Owner further agrees to, and by this instrument does hereby, guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement including its attached Concession Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement. Without limiting the foregoing, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A that: (i) the Operator shall pay all amounts to be paid and otherwise comply with all provisions of the Agreement or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Businesses; and (ii) if the Operator defaults in making any such payments or complying with any

such provisions, the Operator-Owner shall pay forthwith upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of any such non-compliance.

9. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Agreement, including without limitation the provisions contained in this Amendment and the Concession Sublicense Agreement attached as Exhibit "A" and any other exhibits to the Concession Sublicense Agreement, shall also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under said Assignment and Agreement and, pursuant to its terms, grounds for termination and/or non-renewal of the Agreement, this Amendment and the franchise granted under such Agreement.

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

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

[OPERATOR]

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR-OWNER:

Printed Name: _____

Date: _____

**EXHIBIT “A” TO ADDITIONAL BUSINESS AMENDMENT FOR
SatelliteCaptive Venue**

CONCESSION SUBLICENSE AGREEMENT

THIS CONCESSION SUBLICENSE AGREEMENT (this “Agreement”) for the Chick-fil-A Restaurant Site described in this Agreement is made by and between CHICK-FIL-A, INC., a Georgia corporation, as sublicensor or concessionaire having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), and _____, a _____, as sublicensee or sub-concessionaire (the “Operator”), and will be effective as of the ____ day of _____, 20____.

BACKGROUND

A. Chick-fil-A is currently a party to a certain concession agreement attached as Exhibit C as it may be amended from time to time together with all its exhibits and schedules (the “Concession Agreement”) with the third party owner or manager of the Site identified in the Concession Agreement (“Concessionor”). Under the Concession Agreement, Concessionor granted Chick-fil-A the right to conduct a restaurant business and/or a license to operate one or more Chick-fil-A concessions at the Site, consisting of the concession location(s) identified in the data sheet attached as Exhibit A as it may be amended from time to time (individually and collectively, the “Concession Location(s)”). The Site is sometimes also referred to in this Agreement as the “Concession Location(s).”

B. The Operator (i) is a franchised Chick-fil-A® Restaurant business operator holding a valid Franchise Agreement (together with its attached Lease(s) and in the case of any SatelliteCaptive Venue Unit(s), its attached Concession Sublicense Agreement(s) and their attached Concession Agreement(s), any other existing Additional Business Amendment(s), and all other exhibits and amendments, collectively the “Franchise Agreement”) and is entering into this Agreement the same date that the Additional Business Amendment for SatelliteCaptive Venue to which this Agreement is attached (the “Additional Business Amendment”) to operate the SatelliteCaptive Venue Unit (as defined below) as an Additional Business; or (ii) is entering into the Franchise Agreement to which this Agreement is attached as of the same date that this Agreement shall be effective in order to operate the SatelliteCaptive Venue Unit as the Initial Business (the Franchise Agreement, this attached Agreement and all other exhibits and amendments, collectively the “Franchise Agreement”).

C. Chick-fil-A desires to sublicense its rights and privileges under the Concession Agreement to the Operator, and the Operator desires to accept the sublicense and faithfully perform Chick-fil-A’s obligations under the Concession Agreement as part of a set of rights granted by Chick-fil-A to the Operator under the Franchise Agreement to operate a certain quick-service food business at the Concession Location(s) as a Business that is a SatelliteCaptive Venue Unit under the trade name “Chick-fil-A” pursuant to the Franchise Agreement. The Business that is operated pursuant to the Franchise Agreement, the Additional Business Amendment if applicable, and this Agreement, is sometimes also referred to in this Agreement as the “SatelliteCaptive Venue Unit.”

D. This Agreement, its attached Concession Agreement and (if applicable) the Additional Business Amendment to which they are attached are a part of and are incorporated by reference into the Franchise Agreement. If the SatelliteCaptive Venue Unit is an Additional Business under the Franchise Agreement, this Agreement and its attached Concession Agreement is the applicable Exhibit “A” to the Additional Business Amendment that is used for SatelliteCaptive Venue Units in place of any Lease for the SatelliteCaptive Venue Unit. If the SatelliteCaptive Venue Unit is the Initial Business under the Franchise Agreement, this Agreement and its attached Concession Agreement is the applicable Exhibit “A” to the

Franchise Agreement that is used for ~~Satellite~~Captive Venue Units in place of any Lease for the ~~Satellite~~Captive Venue Unit.

AGREEMENT

In consideration of the above recitals, the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. **Recitals; Definitions.** The parties incorporate into this Agreement the recitals under the Background section above as if stated here in full. Capitalized terms used but not otherwise defined in this Agreement, including in Exhibit A, Exhibit B and Exhibit C as they may be amended from time to time, which are incorporated in and made a part of this Agreement by this reference, will have the meanings given to them in the Franchise Agreement and the Additional Business Amendment (if applicable).

2. **Sublicense; Use; Operator Duty to Perform Under Concession Agreement.**

(a) As of the effective date of this Agreement, subject to the terms and conditions of the Franchise Agreement, the Additional Business Amendment (if applicable) and this Agreement, Chick-fil-A grants a limited sublicense or subconcession (collectively, “sublicense”) to the Operator of all of its rights and privileges under the Concession Agreement to use and occupy the Site solely for the Business that is a ~~Satellite~~Captive Venue Unit during the Agreed Term of this Agreement (as defined in Section 4), selling only such products and operating in such a manner as permitted and authorized pursuant to the Franchise Agreement (“Permitted Use”). The limited sublicense is non-exclusive, and no so-called “exclusive,” “protected” or other territorial rights in the Site, the ~~Satellite~~Captive Venue Unit, the Concession Location(s), or the contiguous market area around the Concession Location(s) are granted or inferred. All rights and licenses not expressly granted to the Operator under the Franchise Agreement, the Additional Business Amendment (if applicable) and this Agreement are reserved exclusively by and unto Chick-fil-A.

(b) The Operator accepts the above grant of the limited sublicense and agrees to be bound by and observe and faithfully perform Chick-fil-A’s obligations, agreements, commitments, duties and liabilities as if the Operator is the licensee or concessionaire under the Concession Agreement, except as otherwise agreed by Chick-fil-A and the Operator and stated on the data sheet attached as Exhibit A. Notwithstanding the above, Chick-fil-A will provide and install the Equipment and any additional Equipment pursuant to Section 6 of this Agreement.

(c) The Operator acknowledges and agrees that its rights under this Agreement are derivative of the Operator’s status as an Operator under the Franchise Agreement and that these rights will terminate automatically upon the expiration or termination of the Franchise Agreement. The Operator will comply with and perform all of the terms, conditions and covenants of the Franchise Agreement. A breach of any of the terms, conditions or covenants of the Franchise Agreement by the Operator will constitute a breach of this Agreement. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to comply with any standard of conduct, with respect to the franchised Businesses and/or with respect to the ~~Satellite~~Captive Venue Unit, that would constitute a violation of this Agreement, the Concession Agreement or the Franchise Agreement, as applicable.

(d) The Operator will use and occupy the Site solely for the Permitted Use. The Site, as well as the Operator’s use and occupancy of the Site, is subject to the terms and conditions in the Concession

Agreement, and any and all agreements or instruments now or in the future of record or otherwise affecting title to or otherwise affecting title to or use of the Site, including any prime lease, ground lease or other title documents, which will be attached as exhibit(s) to the Concession Agreement. The Operator will open and operate the Business only on Monday through and including Saturday each week (excluding Christmas Day) during the minimum hours as may be required under the Concession Agreement and any applicable prime lease, ground lease or other title documents, unless otherwise limited by state or local laws and ordinances, and will otherwise observe and abide by the Franchise Agreement, as well as Chick-fil-A's then current Minimum Standards and Guidelines as they may be modified from time to time concerning the hours of operation of the Business. The Operator will not use, and will not permit any person to use, any part of the Site in violation of this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A's then-current Minimum Standards and Guidelines. The Operator will keep the Site in a clean and wholesome condition, and will repair, maintain and conduct the [Satellite Captive Venue](#) Unit on the Site in full compliance with this Agreement, the Franchise Agreement, the Concession Agreement and any applicable prime lease, ground lease or other title documents or Chick-fil-A's then-current Minimum Standards and Guidelines, all as modified from time to time. Unless Chick-fil-A (or Concessionor) is remodeling or re-building the Site pursuant to Subsection 3(e) of this Agreement, the Operator will continuously occupy the Site during the Agreed Term and will not vacate or abandon the Site at any time during the Agreed Term, except during designated periods if the use of the Site is seasonal or otherwise limited to certain periods under the Concession Agreement. The Operator will continuously occupy the Site during the applicable periods during the Agreed Term and will not vacate or abandon the Site at any time during the applicable periods during the Agreed Term. The Operator will use only such fixtures, furnishings, signs, other leasehold improvements and similar items and supplies (collectively, the "Leasehold Improvements") as meet all applicable then current Minimum Standards and Guidelines, and otherwise conform to the requirements of this Agreement and the Franchise Agreement, unless otherwise approved in writing by Chick-fil-A in advance.

(e) The Operator will use and occupy the Site in compliance with all laws, statutes, ordinances, rules, orders and regulations of governmental authorities in effect from time to time, applicable to or affecting the occupancy, operation and maintenance of the Business or the Site, including all applicable federal, state, county, municipal and local health, safety and sanitation laws, statutes, ordinances, rules, orders and regulations, wage and hours laws, zoning and building code restrictions, the Americans with Disabilities Act, fire, environmental laws, and all directions of all public officers applicable to the any one or more of the Site, the Business or the Operator. Environmental laws include 42 U.S.C. §9601 et seq., 42 U.S.C. §6901 et seq., 49 U.S.C. §1801 et seq., 15 U.S.C. §2601 et seq., and local, state and federal regulations promulgated under these federal statutes.

(f) The Operator hereby acknowledges and agrees that the Operator's operation of the Site during the Term of this Agreement could be restricted or changed as a result of an amendment or modification to the Concession Agreement either entered into by Chick-fil-A in the exercise of its sole and exclusive business judgment with Concessionor or otherwise binding on Chick-fil-A (including without limitation an amendment or modification to any one or more of any prime lease, ground lease, or other title documents or the manner of calculating the use/occupancy fee payable to Concessionor as provided for under the Concession Agreement and summarized on the data sheet attached as Exhibit A. These amendments or modifications could include changes to the Operator's ability or right to offer menu items, use or place signage, engage in promotions or marketing efforts, have or enjoy interior or exterior physical restaurant layouts, designs, access, driveways, parking or other premises features and matters. The Operator consents and agrees to abide by, and specifically waives and releases any claim or demand the Operator has or may have under the Franchise Agreement, this Agreement or otherwise arising out of or relating to, any amendments or modifications to the Concession Agreement (including with regard to any covenants or restrictions and any final, new or substituted fees payable to

Concessionor). Chick-fil-A will exercise commercially reasonable efforts to notify the Operator of any amendment or modification impacting the Site, but any delay or lack of notice will not affect the Operator's consent, agreement, waiver or release granted above, or the validity or enforceability of any amended or modified provision agreed to by Chick-fil-A and Concessionor from time to time.

(g) The Operator will not make any agreement with Concessionor which does or could modify, amend, cancel or terminate the Concession Agreement.

(h) Chick-fil-A and the Operator acknowledge and agree that the actual title of the Concession Agreement may differ from the words "Concession Agreement" and the definitions assigned to Chick-fil-A as licensee or concessionaire and to Concessionor may also differ from the terms used in this Agreement, but for purposes of this Agreement the terms "Concession Agreement," "Concessionor" and "Concessionaire" will be used to refer to the corresponding title and terms actually used in the Concession Agreement.

(i) Chick-fil-A is sublicensing to the Operator, subject to the terms and conditions of this Agreement, only those rights acquired by Chick-fil-A by virtue of the Concession Agreement. The Concession Agreement describes Concessionor's duties which Concessionor, and not Chick-fil-A, is obligated to perform. If Concessionor fails to perform its duties under the Concession Agreement, the Operator must send Chick-fil-A written notice describing Concessionor's default in detail. Upon receipt of the notice, Chick-fil-A will then promptly notify Concessionor and demand performance of the Concession Agreement. In the event the Operator wishes to engage the services of an attorney to settle any disputes arising out of the Concession Agreement, all fees and costs will be borne by the Operator, it being understood that Chick-fil-A is under no obligation to bring or defend any action brought by or against the Operator or Concessionor.

(j) The Operator acknowledges that there may be certain provisions in the Concession Agreement, including any provision against competition among the licensees or concessionaries of the overall premises in which the Site is located, requiring performance by other licensees or concessionaries within the premises or by the Concessionor. Chick-fil-A will not be liable for any breach or default of any of these provisions by any other licensees or concessionaries within the overall premises or by the Concessionor, or for Concessionor's failure, inability (whether temporary or indefinite), or simple refusal, to enforce any of these provisions. The Operator further acknowledges that Chick-fil-A will have no obligation whatsoever to require Concessionor to enforce any provision against any other licensees or concessionaries.

(k) This Agreement is not and shall not be interpreted or deemed to be an assignment of the Concession Agreement to the Operator. It is the express intent of the parties to enter into a sublicense or subconcession agreement between Chick-fil-A and the Operator and not to make an assignment of the Concession Agreement to the Operator.

3. Operator Warranties and Obligations.

(a) The Operator and if applicable, the Operator-Owner pursuant to the Assignment and Consent to Assignment (the "Assignment") and the Additional Business Amendment (if applicable), each represents and warrants to Chick-fil-A that the execution, delivery and performance of this Agreement by the Operator and if applicable the Operator-Owner will not contravene any certificate of incorporation or certificate of formation, by-laws, operating agreement, law or regulation or agreement applicable to the Operator and if applicable, the Operator-Owner, or this Agreement or the Concession Agreement. The Operator and if applicable the Operator-Owner each further covenants and agrees to comply with all laws and regulations applicable to the Operator and the Operator-Owner, respectively, during the Term in

conjunction with the Operator's or as applicable the Operator-Owner's performance of the Concession Agreement as sublicensee or subconcessionaire.

(b) By taking possession of the Site, the Operator acknowledges and agrees that the Operator has inspected the Site and the improvements on the Site and found them to be in a safe, satisfactory, and completed condition. The Site, including the Equipment and the Leasehold Improvements in and on the Site, are provided to Operator by Chick-fil-A and/or Consignor "**AS IS**" and "**WHERE IS**" and without any warranty of any kind from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Site, including the Equipment and the Leasehold Improvements, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

(c) The menu of Products that may be offered, sold and distributed from the Concession Location(s) will be limited to the Products authorized under the Concession Agreement and stated on the data sheet attached as Exhibit A. If stated in Exhibit A, certain Products sold or distributed from the Concession Location(s) identified in Exhibit A may be freshly produced at the Concession Location(s), while other Products or the components of other Products identified in Exhibit A must be freshly produced in the Business identified in Exhibit A, which will serve as a commissary for the Concession Location(s), and delivered to the Concession Location(s) via approved Temperature Management System (TMS) bags. Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A System (and specifically approved for sale at the Concession Location(s)) may be sold from, produced and/or held in the Concession Location(s). Products or components of Products freshly produced at the Concession Location(s) may only be sold or distributed from the Concession Location(s) and may not be sold, delivered, or given away to the Operator's Business identified in Exhibit A, any other Business(es) which the Operator has the right to operate under the Franchise Agreement (if any), to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

(d) Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Concession Location(s) and the Business, if applicable, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for [Satellite Captive Venue](#) Unit locations established by Chick-fil-A, and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Concession Location(s). Any transportation of Products, Ingredients, promotional items, and other items by the Operator will comply with and will otherwise abide by all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Concession Agreement and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements).

(e) Subject to the terms and conditions of the Concession Agreement, if at any time Chick-fil-A or Concessionor determines in the exercise of its sole and exclusive business judgment that the Site should be remodeled, refurbished, rebuilt or relocated, Chick-fil-A, Concessionor, or as applicable, their respective agents and designees will have the right to reenter the Site and to remodel, refurbish, rebuild or relocate the Business and/or the Site, in accordance with Chick-fil-A's and/or Concessionor's then-current policies and procedures for the remodeling, refurbishing, rebuilding and relocating of sites, including without limitation making such site selection and design, structural, remodeling, redecoration and other modifications and changes to the Site, Equipment, the Leasehold Improvements, design and décor, trade dress, color scheme and other things as Chick-fil-A and/or Concessionor deems necessary or appropriate. Notwithstanding anything to the contrary contained in this Agreement, the Franchise Agreement and/or the Concession Agreement, the Operator will permit and

cooperate with Chick-fil-A and/or Concessionor and their respective agents and designees to coordinate and complete, any such remodeling, refurbishment, rebuilding or relocating of the Site.

(f) The Operator will not make or permit any change in, alteration of, or addition to any part of the Site, or remove any Leasehold Improvements or any of the Equipment, unless required by or agreed to by Chick-fil-A and/or as applicable Concessionor as provided in the Concession Agreement. All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all property which, as of the Effective Date, are the property of Chick-fil-A (including the Equipment) or of Concessionor or the fee owner of the Site, are and will remain the property of the respective owner and considered to be leased or sublicensed under this Agreement.

(g) The Operator acknowledges the insurance requirements set forth in Section 7 of the Franchise Agreement and covenants and agrees to maintain in full force and effect during the entire Agreed Term, at the Operator's own expense, insurance on the Site and for the operation of the [SatelliteCaptive Venue](#) Unit as set forth and otherwise required pursuant to Section 7 of the Franchise Agreement, including any changes or modifications, subject to any additional or greater coverage requirements and terms and conditions under the Concession Agreement or any prime lease or ground lease. If the Operator fails to obtain the required insurance, Chick-fil-A may at its option, but is not obligated to, purchase the insurance, and the Operator will reimburse Chick-fil-A pursuant to Subsection 5(f). Additionally, Chick-fil-A may elect, in Chick-fil-A's sole and exclusive business judgment, and the Operator may authorize Chick-fil-A from time to time to purchase and administer the required minimum insurance on the Operator's behalf. In any event, by placing any required minimum insurance, Chick-fil-A assumes no responsibility for coverage or premium expenses nor guarantees coverage or payment for any losses sustained by the Operator.

(h) Subject to the terms and conditions of the Concession Agreement, Chick-fil-A and its designees will have the right to enter and inspect the Site at any time on any Business Day, without notice to the Operator, to insure that the Operator and all aspects of the Site are in compliance with this Agreement, the Concession Agreement and all then current Minimum Standards and Guidelines as described and/or defined in the Franchise Agreement.

(i) The Operator and if applicable, the Operator-Owner reaffirms the provisions of Section 25.3 of the Franchise Agreement as applicable to the [SatelliteCaptive Venue](#) Unit, and each acknowledges and agrees that the [SatelliteCaptive Venue](#) Unit involves risk, and the success or lack of success of any particular Chick-fil-A Business is unknown. The Operator and if applicable, the Operator-Owner each has made its own independent determination of the viability of and within this particular location and is not relying on any representations or claims whatsoever as to the actual or prospective profitability, ease of operation, success or failure, costs to construct, of this or any other Chick-fil-A concession restaurant business located within Concessionor's premises.

4. Term; Termination.

(a) Unless earlier terminated as provided in this Agreement or in the Franchise Agreement, the initial term of this Agreement with respect to the [SatelliteCaptive Venue](#) Unit (the "Initial Term") will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the "Agreed Term" or the "Term." Unless this Agreement, the Franchise Agreement or the Concession Agreement is terminated earlier, the Agreed Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise

Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Agreed Term; provided however, this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the [SatelliteCaptive Venue](#) Unit or the Franchise Agreement is otherwise terminated or not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A's right to amend or modify the Concession Agreement pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal pursuant to Section 2.4 of the Franchise Agreement by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator's decision to either renew or not renew upon the changed terms and conditions offered. The Operator's failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Agreed Term.

(b) The rights granted under this Agreement are contingent upon the Franchise Agreement, the Additional Business Amendment (if applicable), this Agreement and the Concession Agreement being in full force and effect. Notwithstanding anything in this Agreement to the contrary, this Agreement with respect to the [SatelliteCaptive Venue](#) Unit, the Site of which is subject to the Concession Agreement and may be subordinate and further subject to any prime lease, ground lease or other title documents attached as exhibits to the Concession Agreement, will terminate automatically, without any notice to the Operator upon (i) the expiration or earlier termination of the Concession Agreement, or any applicable prime lease or ground lease for the Site; (ii) the termination, expiration, closure or loss of the Concession Location(s); or (iii) the termination or expiration of the Franchise Agreement or the Additional Business Amendment (if applicable). Chick-fil-A will have the sole right in the exercise of its sole and exclusive business judgment whether to exercise any termination rights or renewal rights under the Concession Agreement and whether to negotiate and agree upon any renewal terms, which may result in amendments or modifications to the Concession Agreement, including those described in Subsection 2(f).

(c) Notwithstanding anything in this Agreement to the contrary, in addition to the above, this Agreement with respect to the [SatelliteCaptive Venue](#) Unit will terminate automatically without any notice to the Operator if and when the Operator (or, as applicable, the Operator-Owner) dies or becomes disabled to the extent that the Operator (or, as applicable, the Operator-Owner) is unable to perform the obligations required under the Franchise Agreement and this Agreement.

(d) If: (i) the Operator does not diligently make application for and pursue the required permits and licenses to operate the [SatelliteCaptive Venue](#) Unit; and/or (ii) the Operator does not open the Concession Location(s) within forty-five (45) days after Chick-fil-A completed its obligation to provide and install the Equipment and any additional Equipment pursuant to Subsection 6(a) and the Equipment Lease Addendum attached to this Agreement as Exhibit B and after Concessionor completed construction and development of the Concession Location(s) and access to the Concession Location(s) was provided by Concessionor (or earlier time period required under the Concession Agreement for commencement of operation of the [SatelliteCaptive Venue](#) Unit), then the Operator will be in material default under this Agreement and Chick-fil-A may terminate this Agreement upon ten (10) days' written notice.

(e) In addition to the termination provisions elsewhere in this Agreement, including in this Section 4, this Agreement and the term and license granted in this Agreement are subject to the limitation that upon the occurrence, at any time prior to or during the Term, of any one or more Events of Default (as defined below), the Operator is in default under this Agreement, Chick-fil-A will have the right and, at its

election, may terminate this Agreement pursuant to Subsection 4(f) below without any prejudice to any other remedy available to Chick-fil-A at law or in equity. The following events (referred to as “Events of Default”) will each be an event of default by the Operator under this Agreement: (i) the Operator defaults in the payment of any installment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement; (ii) the Operator (or, as applicable, the Operator-Owner) defaults in any of the covenants, agreements, conditions or undertakings to be performed, observed or complied with by the Operator (or, as applicable, the Operator-Owner) under this Agreement other than the payment of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement, and other than any other Event of Default listed in this Subsection 4(e), and such default continues for ten (10) days after notice in writing to the Operator; (iii) the Operator (or, as applicable, the Operator-Owner) attempts or otherwise purports to assign or encumber this Agreement (or the Operator’s interest in this Agreement or in the Site) to or to sublet or allow occupancy of the Site by a third party without the express written consent and approval of Chick-fil-A, and Concessionor, contrary to Section 9 below; (iv) the Operator (or, as applicable, the Operator-Owner) violates, breaches or otherwise defaults in any of the terms of the Franchise Agreement, the Concession Agreement or the Additional Business Amendment (if applicable), or the Franchise Agreement, the Concession Agreement or the Additional Business Amendment (if applicable) terminates or expires by lapse of time or otherwise; (v) the Operator or any of its officers, directors, members, employees, agents or contractors (including, without limitation, as applicable, the Operator-Owner) performs any act, neglects to perform any duty or fails comply with to any standard of conduct that would constitute a violation or default (or threatens to violate or default) under the Concession Agreement, any prime lease, ground lease or other title documents (or any document related to any of the above); (vi) the Operator vacates or abandons the Site.

(f) Upon the occurrence of an Event of Default as set forth in Subsection 4(e) above, Chick-fil-A, in the exercise of its sole and exclusive business judgment, will have the right, upon its election, to terminate this Agreement immediately and to declare the Term of this Agreement ended upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. If this Agreement is terminated under this Subsection 4(f) or otherwise terminates or expires, then (1) the Franchise Agreement will also immediately and automatically terminate or expire as to the [Satellite Captive Venue](#) Unit effective as of the effective date of termination or expiration of this Agreement and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator; and (2) Chick-fil-A will have the right to re-enter upon and take possession of the Site without further formality and without the necessity of any court action, dispossessory proceeding, or further notice or legal proceedings whatsoever. Chick-fil-A and the Operator also expressly acknowledge and agree that the termination, expiration, or revocation of the Franchise Agreement by either party for any reason, either in whole or in part, will also terminate this Agreement effective immediately, without further notice being required.

(g) Upon termination or expiration of this Agreement, the Operator will quit and surrender the premises of the Concession Location(s) to Chick-fil-A but the Operator will remain liable for the balance of the Use/Occupancy Charge, the Equipment Rental or any other sum due under this Agreement to Chick-fil-A or any payments due Concessionor as provided in the Concession Agreement and/or in this Agreement. The Operator agrees that upon default Concessionor may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Concession Agreement and/or this Agreement, any payment made by the Operator to Chick-fil-A or Concessionaire or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain access to and possession of the Concession Location(s) by proper suit, action, proceeding or remedy. All

monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

(h) Notwithstanding anything to the contrary contained in this Agreement or in the Franchise Agreement, the terms of this Agreement and the Operator's use, occupancy, maintenance, repair and restoration of the Site are subject and subordinate to the terms, covenants, conditions, agreements and requirements of the Concession Agreement and any prime lease, ground lease or other title documents attached as exhibit(s) to the Concession Agreement. The Operator must not commit or permit to be committed on or with regard to the Site any act or omission that will violate any term or condition of the Concession Agreement or any attached prime lease, ground lease or other title documents. Chick-fil-A may exercise any and all remedies available to Concessionor under the Concession Agreement in order for Chick-fil-A to enforce its rights under this Agreement, in addition to any other remedies provided under this Agreement or the Franchise Agreement or available at law or in equity.

5. Use/Occupancy Charge to Concessionor; Payments to Chick-fil-A.

(a) Except as specifically provided for under the Concession Agreement and stated on the data sheet attached as Exhibit A, the Operator agrees to directly make all payments to Concessionor for use/occupancy of the Concession Location(s) required under the Concession Agreement in the manner required (collectively, the "Use/Occupancy Charge"). The Use/Occupancy Charge may be described as a use/occupancy fee, rent, license fees, service fees or otherwise. Alternatively, Concessionor may collect the Gross Receipts of the [SatelliteCaptive Venue](#) Unit from sales to customers and then distribute to the Operator (or Chick-fil-A on the Operator's behalf) a "commission," where the commission is the balance of the Gross Receipts after Concessionor subtracts the Use/Occupancy Charge amount (and if applicable, any sales tax Concessionor undertakes the responsibility to report and pay). The Use/Occupancy Charge is summarized on the data sheet attached as Exhibit A. Except as specifically stated on the data sheet attached as Exhibit A, as between Chick-fil-A and the Operator, Chick-fil-A will not have any monetary obligation to Concessionor under this Agreement. If the Operator is late in making any payment or fails to make any payment due to Concessionor under the Concession Agreement, the Operator will indemnify and hold harmless Chick-fil-A pursuant to Section 10 of this Agreement.

(b) At the election of Chick-fil-A, the payment program described under Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations with respect to the Use/Occupancy Charge and any of the Operator's other payment obligations described in the Concession Agreement, and any adjustment or increases to the Operator's payment obligations.

(c) Notwithstanding anything to the contrary in the Concession Agreement, as between Chick-fil-A and the Operator, all Gross Receipts generated as a result of sales from the [SatelliteCaptive Venue](#) Unit, will be deemed to be Gross Receipts of the Operator, and the Operator and not Chick-fil-A will have sole responsibility for payment of any sales, use, or excise tax, any apportioned personal property tax or any other tax arising from the [SatelliteCaptive Venue](#) Unit, the sale and distribution of Products and promotional items, the lease of the Equipment and/or the presence of the Equipment at the [SatelliteCaptive Venue](#) Unit, directly or through Concessionor. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

(d) Gross Receipts generated as a result of sales from the [SatelliteCaptive Venue](#) Unit will be accounted for on a separate Fee Calculation Report for the [SatelliteCaptive Venue](#) Unit. Except as specifically stated on the data sheet attached as Exhibit A, the Fee Calculation Report will also reflect the calculation and payment of all fees and other operating costs and expenses related to the operation of the [SatelliteCaptive Venue](#) Unit that are due and will be calculated under the terms of the Franchise

Agreement. Chick-fil-A will have the right and Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, operating costs, expenses and taxes incurred with respect to the [SatelliteCaptive Venue](#) Unit and to make calculations and allocations to Operator's Businesses as may be required under the Franchise Agreement and in order to effectuate the terms of the Franchise Agreement and this Agreement and to produce the Fee Calculation Report for each of Operator's Businesses.

(e) The Operator understands and agrees that the Operator's obligation to furnish and send reports and records pursuant to Section 15.1 and Section 15.2 of the Franchise Agreement applies to the [SatelliteCaptive Venue](#) Unit and includes all reports and records designated by Chick-fil-A that the Operator furnishes to or receives from Concessionor. The Operator authorizes Chick-fil-A to request and receive any reports and records it designates relating to the [SatelliteCaptive Venue](#) Unit directly from Concessionor.

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

(g) If the Operator fails to perform any of its obligations under this Agreement or under the Concession Agreement, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with such performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest for the period beginning with the original due incurred to the date of actual payment at an annual rate equal to the highest rate allowed by law or, if there is no maximum rate permitted by law, then a rate equal to one and one-quarter percent (1.25%) per month. Interest will be calculated on the basis of monthly compounding and the actual number of days elapsed divided by 365. Interest will be in addition to any other rights or remedies Chick-fil-A may have under this Agreement.

6. Leased Equipment and Fee.

(a) Pursuant to the terms and conditions of this Agreement and the Equipment Lease Addendum attached to this Agreement as Exhibit B as it may be amended from time to time, Chick-fil-A has delivered, or will deliver to the Site, the Equipment (as defined below) and other property described in the Equipment Lease Addendum solely for use in the operation of the [SatelliteCaptive Venue](#) Unit. "Equipment" means the equipment and other property delivered, or to be delivered to the Site, by Chick-fil-A as described in the Equipment Lease Addendum together with any replacements of and additions or accessions to the original equipment.

(b) In consideration of the lease of the Equipment, the Operator will pay to Chick-fil-A when due, the Equipment Rental stated in Exhibit B.

7. Default; Termination and Expiration. In addition to the termination and expiration provisions in Section 2 and Section 4 of this Agreement, this Agreement and the rights granted under this Agreement may be terminated for a default under this Agreement or the Concession Agreement in the

manner provided in the Franchise Agreement or the Concession Agreement. A default by the Operator under the Concession Agreement will also be a default under this Agreement and the Franchise Agreement. Subject to Section 8 of this Agreement, if this Agreement is terminated or expires, then the Franchise Agreement shall also immediately and automatically terminate or expire as to the [SatelliteCaptive Venue](#) Unit, and at the election of Chick-fil-A, in the exercise of its sole and exclusive business judgment, as to one or more or all of any other of the Businesses operated under the Franchise Agreement, effective as of the effective date of termination or expiration of this Agreement upon delivering written notice of termination to Operator, without any further obligation or liability to the Operator. The rights granted under this Agreement, including the sublicense granted in Subsection 2(a) of this Agreement, will also immediately and automatically terminate or expire effective as of the effective date of termination or expiration of this Agreement, and Chick-fil-A will have the right to enter upon and take possession of the Site and the [SatelliteCaptive Venue](#) Unit without further formality and without the necessity of any court action, dispossession proceeding, or further notice or legal proceedings whatsoever. The Operator agrees to vacate the Site and the [SatelliteCaptive Venue](#) Unit immediately upon the termination or expiration of this Agreement or the Concession Agreement and the accompanying sublicense and to permit the peaceable possession of the Site and the [SatelliteCaptive Venue](#) Unit by Chick-fil-A or, at Chick-fil-A's election, a Chick-fil-A affiliate or another Chick-fil-A franchisee. Chick-fil-A may operate the Concession Location(s) directly or through an affiliate or may offer the right to operate the Concession Location(s) to another franchisee.

8. **Survival.** Upon the termination, expiration, or suspension of this Agreement, all obligations under this Agreement and under the Franchise Agreement that expressly or by their nature are intended to survive the termination or expiration of this Agreement, including, but not limited to, any limitations of liability, and the Operator's and if applicable, the Operator-Owner's reporting, payment and indemnification obligations to Chick-fil-A (as well as any like obligations under the Franchise Agreement and if applicable the Assignment, which were incorporated by reference into this Agreement and the Additional Business Amendment (if applicable), will survive the termination, expiration or suspension of this Agreement.

9. **Compliance with Franchise Agreement and the Assignment.** Except as specifically provided in this Agreement, the Operator, and if applicable, the Operator-Owner, respectively, will comply with all of the provisions of the Franchise Agreement and if applicable the Assignment with respect to this Agreement, the Site and the [SatelliteCaptive Venue](#) Unit, even if not specifically described or referred to in this Agreement. As a reminder, but in no way limiting the application of all of the other provisions of the Franchise Agreement, the provisions of the Franchise Agreement include: Article 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Article 7 INSURANCE, Article 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Article 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Article 19 USE OF THE MARKS, Article 21 TRANSFERABILITY OF INTEREST, Article 22 REMEDIES, Article 24 TERMINATION, Article 25 FRANCHISE RELATIONSHIP, Article 27 INDEMNIFICATION, and Article 28 GENERAL PROVISIONS. Article 28 GENERAL PROVISIONS includes provisions with regard to notices as set forth in subsection 28.1, **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in subsection 28.9 and subsection 28.10, **the waiver of any right to trial by jury** as set forth in subsection 28.15 and Operator's agreement **not to pursue any class claims** as set forth in subsection 28.13. Pursuant to the Franchise Agreement and if applicable the Additional Business Amendment to which this Agreement is attached, these and all of the other applicable provisions of the Franchise Agreement will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement and if applicable the Assignment, the express terms of this Agreement will control with respect to the Permitted Use authorized under this Agreement and the limited sublicense granted for the Permitted Use. In addition, the Operator must not do anything in connection with the Site or the [SatelliteCaptive Venue](#)

Unit that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Site on Sunday or Christmas Day. Chick-fil-A has the right to assign this Agreement to any person or entity in its sole and exclusive business judgment, and the benefits and obligations of Chick-fil-A under this Agreement will inure to and be binding upon any such assigns. The Operator may not lend, sublicense, subcontract, encumber or in any way transfer or assign the Site, the ~~Satellite~~Captive Venue Unit or any of the Equipment, Leasehold Improvements or any rights under this Agreement, the Additional Business Amendment (if applicable) or the Concession Agreement, or transfer any interest in the Operator (if Operator is an entity), except as may be permitted under the Franchise Agreement. Chick-fil-A will retain all rights attendant to or associated with the ownership of the Equipment and license or sublease of the Site, including the right to depreciate the improvements and the Equipment at the Site for tax, accounting and all other purposes.

10. Indemnification and Waiver.

(a) If Chick-fil-A, or a subsequent operator of the ~~Satellite~~Captive Venue Unit or a like business on the Site is subjected to any claim, demand or penalty or becomes a party to any suit or other judicial or administrative proceeding by reason of (i) any claimed act or omission by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (ii) any claimed violation of any law or ordinance by the Operator, if applicable the Operator-Owner or its agents, contractors or employees regarding or relating to the Concession Location(s) or any of the customers, agents, contractors or employees of Concessionor or the Concession Location(s); (iii) any damages allegedly resulting from a breach by the Operator and/or if applicable the Operator-Owner of this Agreement or the Concession Agreement; (iv) any damages allegedly resulting from a willful misrepresentation by the Operator, if applicable the Operator-Owner or the Operator's agents, contractors or employees to Chick-fil-A or Concessionor; or (v) any personal injury, death or otherwise, allegedly caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator's employees, agents, contractors, invitees or customers or if applicable the Operator-Owner; then the Operator and if applicable the Operator-Owner jointly and severally, will indemnify and hold harmless Chick-fil-A and any subsequent operator of the ~~Satellite~~Captive Venue Unit against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A.

(b) At the election of Chick-fil-A or any subsequent operator of the ~~Satellite~~Captive Venue Unit, the Operator and if applicable the Operator-Owner will also defend Chick-fil-A ~~or~~and the subsequent operator in any action or suit in which a plaintiff claims or seeks damages or other award of the type listed above, subject to the rights of any one or more of Chick-fil-A or the subsequent operator of the ~~Satellite~~Captive Venue Unit to control the litigation. The parties expressly ~~understood~~understand and ~~agreed~~agree that the covenants, agreements and services to be rendered and performed by the Operator and if applicable the Operator-Owner under this Section 10 will survive any termination or expiration of this Agreement or the Franchise Agreement, whether voluntary or involuntary, with or without cause, and are special, unique, and of an extraordinary character.

(c) The Operator's and if applicable the Operator-Owner's obligations under this section will apply with respect to, among other things, the ~~Satellite~~Captive Venue Unit, the Site, the Equipment, the Leasehold Improvements, in and on the Site, and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Site, the Equipment, the Leasehold Improvements, the Concession Agreement or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator from seeking indemnification from another

third party whose actions, or the actions of the third party's employee, were the source of any injury, damage or loss.

(d) The Operator's obligations under this section will be in addition to any indemnity and insurance provisions contained in the Concession Agreement and in the Franchise Agreement.

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

11. Effectiveness; Time is of Essence; ~~Separate and Independent Contractor~~ Business.

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

12. Execution; Entire Agreement; Counterparts.

(a) The parties acknowledge and agree that the data sheet attached as Exhibit A as it may be amended from time to time is complete and accurate and forms a part of this Agreement.

(b) This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Satellite Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties. No other representations or statements of any kind have induced the Operator to sign this Agreement except that the Operator may rely on Chick-fil-A's representations in the

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

(c) This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

13. **Severability**. Each and every provision of this Agreement is severable, and invalidity of one or more provisions will not, in any way, affect the validity of this Agreement or any other provision of this Agreement. If any phrase, clause or provision in this Agreement is deemed to be invalid by a court of competent jurisdiction, to the extent permitted by applicable law, it will not be stricken in its entirety and held totally void and unenforceable, but will remain effective to the maximum extent permissible.

14. **Captions**. The section headings in this Agreement are for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties have each executed and delivered, or caused their duly authorized representative to execute and deliver, this Agreement as of the date first written above.

OPERATOR [entity]:

By: _____

Name: _____

Title: _____

[OR]

OPERATOR [individual]:

Name:

CHICK-FIL-A, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A TO CONCESSION SUBLICENSE AGREEMENT

Data Sheet – Concession Location(s) – terms, etc.

1. Operator: _____
[Operator-Owner (if applicable): _____]
Operator's Business referenced in Subsection 3(d): _____

12. Concessionor referenced in Background Paragraph A above: _____
 - a. Concession Location 1 referenced in Background Paragraph A above:

Address _____
Address _____
City, State, Zip Code _____
 - b. Concession Location 2 referenced in Background Paragraph A above:

Address _____
Address _____
City, State, Zip Code _____
13. Effective Date (referred to in Subsection 4(a)): _____
14. Expiration Date of the Concession Agreement (referred to in the Concession Agreement):

15. Initial Hours of Operation (referred to in Subsection 2(d) of this Agreement and as may be referred to in the Concession Agreement):

16. Items that may be produced and sold from the Concession Location(s) (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

17. Items that may be sold from the Concession Location(s), but must be produced at the Operator's Business (referred to in Subsection 3(c)):

The following items or as otherwise mutually agreed in writing in advance by Concessionor and Chick-fil-A:

18. Use/Occupancy Charge to Concessionor (referred to in Section 5):

19. Equipment and Equipment Rental (referred to in Section 6): **See Exhibit B, attached.**

20. [Fee(s) to Chick-fil-A (referred to in Section 5: The calculation and payment of all fees and other operating costs and expenses related to the operation of the Concession Location(s) that are due and will be calculated under the terms of the Franchise Agreement will be as follows:]

21. Additional Terms/Information:

EXHIBIT B TO CONCESSION SUBLICENSE AGREEMENT

EQUIPMENT LEASE ADDENDUM

(Per Concession Location)

EQUIPMENT LEASE ADDENDUM

1. Chick-fil-A rents to the Operator, and the Operator rents from Chick-fil-A, commencing on the Effective Date, upon the terms and conditions stated below, the Equipment listed on Schedule 1 attached to this Equipment Lease Addendum (together with any replacements and additions or accessions to Schedule 1). The Operator agrees that Chick-fil-A will have the right, in its sole and exclusive business judgment, to substitute comparable Equipment for that which is listed on Schedule 1. The Operator will keep and maintain the Equipment only at the Concession Location(s), unless otherwise approved in writing by Chick-fil-A, may use the Equipment only in connection with the Operator's operation of the Concession Location(s), will service and repair the Equipment in order to maintain the Equipment's appearance and good working condition, and will not make any changes, alterations or additions to the Equipment without the prior written consent of Chick-fil-A and if applicable, Concessionor, all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Equipment, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then current Minimum Standards and Guidelines for the items and that possess adequate quality controls, experience and capacity to service and repair the Equipment and otherwise supply the Operator's needs promptly, accurately and reliably, provided that the Operator will also comply with the Concession Agreement. In the event of any conflict between Concessionor's requirements and Chick-fil-A's requirements, the Operator will notify Chick-fil-A before having any service or repair work performed. In the exercise of Chick-fil-A's sole and exclusive business judgment, Chick-fil-A may deliver used Equipment to the Concession Location(s) or leave Equipment at the Concession Location(s) which had been used at the Concession Location(s) prior to the date of this Agreement.

2. Commencing on the Effective Date, the Operator will pay to Chick-fil-A, in Atlanta, Georgia, a monthly rental for the Equipment based on its then current fair market rental which Chick-fil-A in its sole and exclusive judgment initially determined to be Seven Hundred Fifty and No/100 Dollars (\$750.00) (the "Equipment Rental"). Chick-fil-A will have the right from time to time to re-determine the Equipment Rental in its sole and exclusive business judgment based on the then current fair market rental value for the Equipment due to additions, subtractions, and modifications to the Equipment, market factors, inflation, passage of time or otherwise, and to update the Equipment Rental to an amount based on the then determined, current fair market rental, which will be set forth in a revised Equipment Lease Addendum and substituted and attached to this Agreement as revised Exhibit B. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement will apply to the Operator's payment obligations described in this Agreement with respect to the Equipment and any other payment obligations of the Operator under this Agreement, and any adjustment or increases to the Operator's payment obligations.

3. Commencing on the Effective Date, the Operator will timely pay directly to the appropriate business, governmental entity or other person or entity any and all costs and expenses of operating and maintaining the Equipment for the Concession Location(s) during the Term of the Concession Agreement, including the following:

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

including but not limited to any property tax or any sales or use tax assessed on the Equipment Rental; and

(vi) all charges and costs of all ordinary repairs to the Equipment.

4. If in the sole and exclusive business judgment of Chick-fil-A any Equipment becomes worn out due to normal wear and tear and the affected Equipment cannot reasonably be repaired, then Chick-fil-A will replace the affected Equipment at its own expense. The Operator is responsible for and must replace at the Operator's own expense any and all equipment or other items not listed on Schedule 1 but used in the operation of the Concession Location(s), as and to the extent any of this equipment and other related items become worn out. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Equipment or any other Concession Location(s) equipment, furnishings or fixtures.

Schedule 1 to Equipment Lease Addendum

EQUIPMENT SCHEDULES

[See attached]

(Certain equipment, furniture and/or fixtures may be provided by the third-party owner or manager of the Concession Location(s) and is not included in the Equipment provided by Chick-fil-A under this Equipment Lease Addendum. The license or other right to use, and the cost for any Concessionor provided equipment, furniture and/or fixtures is set forth in the Concession Agreement.)

EXHIBIT C TO CONCESSION SUBLICENSE AGREEMENT

Concession Agreement

ADDENDA “3-A” AND “3-B” TO FRANCHISE AGREEMENT
FOOD TRUCK LICENSE AND SUBLEASE AGREEMENTS

ADDENDUM “3-A” TO FRANCHISE AGREEMENT
FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT
(Sole Proprietorship)

ADDENDUM “3-A” TO FRANCHISE AGREEMENT

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT **(Sole Proprietorship)**

THIS FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (this “Agreement”) is made and will be effective as of _____, 20____, by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), and its franchisee _____ (the “Operator”).

BACKGROUND

A. Chick-fil-A and the Operator into a Franchise Agreement with its attached Lease, Additional Business Amendments(s), if any, and all other exhibits (the “Franchise Agreement”), which governs and defines the parties’ relationship and operation of the Business(es), including the Business designated in the Food Truck License Summary (as defined in Section 1) attached as Exhibit A (the “Business”).

B. Chick-fil-A is developing a mobile food truck program (the “Food Truck Program”) and has leased a custom food truck, including equipment, furnishing and fixtures in and on the food truck (the “Food Truck”) to produce, hold and/or sell a limited menu of Chick-fil-A® Products.

C. Pursuant to the terms of the Franchise Agreement, Chick-fil-A and the Operator desire to amend and otherwise reaffirm the terms of the Franchise Agreement pursuant to the terms and conditions of this Agreement, including the grant to the Operator of the authority to conduct sales activities from the Food Truck as an extension of the Business and the grant of a sublease of the right to use and occupy the Food Truck, and to otherwise continue their respective performance under the Franchise Agreement.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual covenants and agreements contained in this Agreement, as well as in the Franchise Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Definitions; Recitals. Capitalized terms used but not otherwise defined in this Agreement, including in the Food Truck License Summary Form attached as Exhibit A, as it may be amended from time to time (the “Food Truck License Summary”), will have the meanings given to them in the Franchise Agreement. The parties incorporate into this Agreement the recitals set forth above as if set forth here in full.
2. License; Term.

- a. License. Chick-fil-A grants to the Operator, subject to the terms and conditions of this Agreement and the Franchise Agreement, the limited license to use and operate the Food Truck using the Trade Name, the Marks and the System, as may be modified by Chick-fil-A from time to time (including generally or for the Food Truck Program specifically), and the limited license and grant to conduct the Licensed Use (as defined below) as an extension and part of the Business (collectively the “License”), and the Operator accepts the grant of the License.
 - b. No Exclusive Territorial Rights. The License is expressly limited to the terms and conditions set forth in this Agreement and is further subject to the terms and conditions set forth in the Franchise Agreement. The License is non-exclusive, and no so-called “exclusive,” “protected” or other territorial rights in the Sales Locations (as defined below) or any market areas surrounding or otherwise contiguous with any Sales Location are granted, implied or to be inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.
 - c. Term. Unless earlier terminated as provided in this Agreement, including pursuant to Section 4.e or Section 14 or as stated on the Food Truck License Summary, or pursuant to the Franchise Agreement, the initial term of this Agreement (the “Initial Term”) will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the “Term.” Unless this Agreement or the Franchise Agreement or the Food Truck Lease (as defined below) is terminated earlier, the Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Term; provided, however, that this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Business or the Franchise Agreement is terminated or otherwise not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A’s right to amend or modify the Food Truck Lease pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal of the Franchise Agreement pursuant to Section 2.4 of the Franchise Agreement (and renewal of this Agreement) by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator’s decision to either renew or not renew this Agreement upon the changed terms and conditions offered. The Operator’s failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew this Agreement upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Term.
3. Licensed Use. The Food Truck will be used for the sole purpose of operating the Food Truck as an extension and part of the Business to produce, hold, sell and distribute certain Products to customers from the Food Truck at the Sales Locations (as defined in Section 5) for the Term pursuant to the terms and conditions of this Agreement and the Franchise Agreement, including the limited License and the Food Truck License Summary (the “Licensed Use”). The Operator will use the Food Truck solely for the Licensed Use and for no other purpose.
 4. Food Truck Lease; Sublease. During the Term, and subject to the terms of this Agreement, Chick-fil-A grants to Operator a sublease for the use and occupancy of the Food Truck. The

Operator's use of the Food Truck is subject to all applicable laws, rules and regulations and the lease attached as **Exhibit "B"** to this Agreement and any other exhibits to the attached lease (the "Food Truck Lease"), made a part of this Agreement by this reference. The Operator agrees to use and operate the Food Truck in accordance with the Food Truck Lease and otherwise comply in all respects with the terms and conditions of the Food Truck Lease, as the same may be amended or changed by Chick-fil-A (as prime lessee) and Banc of America Leasing & Capital or its permitted assignee (as prime lessor) ("BALC"), from time to time:

- a. Compliance with Agreements. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to comply with any standard of conduct that would constitute a violation of the Food Truck Lease, this Agreement or the Franchise Agreement;
 - b. No Further Subleases; No Amendments. Operator will not enter into any lease agreements or other agreements allowing parties other than Operator or Chick-fil-A rights concerning possession, use, operation, or control of the Food Truck without the prior written approval of Chick-fil-A and, as determined by Chick-fil-A, BALC, and Chick-fil-A and will not modify amend or extend the time for payment or performance in any material respect of its obligations under any agreement relating to Operator's use of the Food Truck without the express prior written consent of BALC;
 - c. Subordination. The rights of the Operator in and to the Food Truck will be subject and subordinate to the rights of BALC under the Food Truck Lease as provided in the Food Truck Lease, and the Operator will not assert or claim any right, title or interest as the owner or holder of legal or equitable title to the Food Truck, including any of its equipment, furnishing and fixtures (except proprietary equipment and equipment installed to customize the Food Truck for operation as an extension of a franchised Chick-fil-A restaurant business, subject to the rights of Chick-fil-A);
 - d. Payments. Subject to the terms of Section 7(c) of this Agreement, Chick-fil-A will pay the lease rental payment described in the Food Truck Lease directly to BALC per the terms of the Food Truck Lease;
 - e. Termination. The Food Truck Lease and all of the Operator's rights in and to the use and possession of the Food Truck will terminate, at the option of BALC, upon the expiration or earlier termination of the Food Truck Lease by reason of the occurrence of an Event of Default under the Food Truck Lease or otherwise, and the Operator will thereupon return the Food Truck to Chick-fil-A or at Chick-fil-A's election and direction to BALC in accordance with all of the terms and provisions of the Food Truck Lease and of this Agreement;
 - f. Cost of Performance. If the Operator fails to perform any of its obligations under this Agreement, including under the attached Food Truck Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest pursuant to Section 14.11 of the Franchise Agreement.
5. Sales Location and Hours of Operation. For each proposed instance of a Licensed Use of the Food Truck, the Operator will complete and submit Chick-fil-A's then current registration form ("Registration Form") and otherwise follow the registration process established for Food Trucks under Chick-fil-A's then current policies and procedures for such programs, including obtaining approval prior to the commencement of the Licensed Use at each proposed Sales Location. During the Term, the Operator will use and operate the Food Truck to produce and/or sell and

distribute Products only at the locations registered and approved pursuant to Chick-fil-A's Additional Distribution Point program (individually, a "Sales Location" and collectively, the "Sales Locations") and during the hours of operation specified in the applicable Registration Form for each Sales Location.

6. Delivery and Availability of Food Truck. On or around the commencement date specified in the Food Truck License Summary (the "Commencement Date"), Chick-fil-A or its designee will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement and the Franchise Agreement. If (a) the Franchise Agreement terminates or expires, (b) the Operator is in default under the Franchise Agreement, or (c) other aspects of the Business change affecting the Operator's ability to perform the Operator's obligations under this Agreement, including the sublease of the Food Truck Lease granted in Section 4 of this Agreement, as determined by Chick-fil-A in the exercise of its sole and exclusive business judgment, then Chick-fil-A will have the right to terminate this Agreement and the Operator will bear any and all risk arising from or related to the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate or suspend this Agreement or temporarily suspend or interrupt the Food Truck Program at any time for any reason or for no reason, including without limitation, to use the Food Truck at another location and/or for a different purpose (an "Alternate Use"). For example, but without limiting the preceding sentence, Chick-fil-A may elect to use or have its designee use the Food Truck for food or other product distribution in the event of a natural disaster, weather event, pandemic, epidemic or other like disaster or event. In the event that Chick-fil-A elects to use or have its designee use the Food Truck for an Alternate Use, the Operator's obligations under this Agreement, including under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, will be suspended, and the Operator's sole and exclusive remedy will be the return of the Food Truck following the Alternate Use for the remainder of the Term, without any right to an extension. Chick-fil-A will have no other liability if the Food Truck is not furnished or otherwise made available to the Operator.

7. Operator's Obligations. The Operator will have the following obligations and responsibilities with regard to the operation and use of the Food Truck:

- a. Menu of Products.

- i. The menu of Products that may be offered, sold and distributed from the Food Truck in connection with this Agreement will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.
- ii. The menu of Products that may be produced on, and offered, sold and distributed from, the Food Truck, will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.
- iii. The menu of Products to be produced and/or sold and distributed at individual Sales Locations will be as set forth on the applicable Registration Form for each Sales Location.

Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A system may be sold from the Food Truck. Products produced and/or held in the Food Truck may only be sold or distributed from the Food Truck at the Sales Locations and may not be sold, delivered, or given away to the Operator's Business, any other Business(es) to which the Operator has the right to operate pursuant

to the Franchise Agreement (if any) to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

- b. Commissary; Source of Supplies. As set forth above in Section 7.a. of this Agreement, certain Products sold or distributed from the Food Truck may be freshly produced in the Food Truck, while other Products or the components of other Products must be freshly produced in the Business, which will serve as a commissary for the Food Truck, and delivered to the Food Truck via approved Temperature Management System (TMS) bags. For each Sales Location, whether a Product or Product component may be produced in the Food Truck or may only be produced in the Business and then delivered to the Food Truck as set forth above will be specified in the Registration Form applicable to such individual Sales Location. Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Food Truck and the Business, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for food trucks prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Food Truck. Any transportation of Products, Ingredients, promotional items, and other items by the Operator or otherwise will comply with and will otherwise abide by all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Food Truck Lease and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements). Without limiting the above, the Operator will not (and will not allow others to) transport any hazardous materials or anything other than Products, Ingredients, promotional items, and other items necessary for the safe, sanitary, and efficient operation of the Food Truck.
- c. Payment of Food Truck Usage Fee. In consideration of the License granted in this Agreement and to compensate Chick-fil-A for the use of the Food Truck under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, the Operator will pay to Chick-fil-A when due the usage fee(s) as set forth in the Food Truck License Summary (the "Usage Fee"), which will be in lieu of the lease rental payment described in the Food Truck Lease payable by Chick-fil-A to BALC. Chick-fil-A shall have the right from time to time to re-determine the Food Truck Usage Fee in its sole and exclusive business judgment based on the then current fair market rental value for the Food Truck due to additions, subtractions and modifications to the Food Truck, additional or different charges or other changes under the Food Truck Lease, market factors, inflation, passage of time or otherwise, and to update the Food Truck Usage Fee to an amount based on the then determined, current fair market rental, which will be set forth in a revised Food Truck License Summary Form and substituted and attached to this Agreement as Exhibit A and made a part of this Agreement. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Agreement with respect to the Food Truck and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.
- d. Additional Fees, Costs and Expenses. All additional fees, costs and expenses associated with the operation and use of the Food Truck, participation in the Food Truck Program and the Licensed Use will be borne by the Operator, either made by the Operator directly or reimbursed to Chick-fil-A, as applicable, and will include, among other things, all Products, Ingredients and all other food and drink items, cleaning and office supplies, equipment and all other things purchased by the Operator for use in the operation of the Food Truck, all labor expense and wages for staffing and servicing the Food Truck and its operations and any other costs and/or expenses incurred in connection with the operation and use of the Food

Truck and participation in the Food Truck Program, including payments due under the Food Truck Lease (other than the lease rental payment).

- e. Payment of Taxes. Payment of any sales, use or excise tax, any apportioned personal property tax or any other tax arising from the Licensed Use, the Sales Locations, the sale and distribution of Products and promotional items, the sublease of the Food Truck or the presence of the Food Truck at the Sales Locations, will be made by the Operator, directly or reimbursed to Chick-fil-A, as applicable. The parties acknowledge and agree that sales, use, or similar taxes may be due and payable even when Products and promotional items are given away and not sold.
- f. Marketing and Advertising. All promotional items used in connection with the Food Truck, including the use of any social networking sites and web-based advertising, will constitute marketing and advertising materials pursuant to the provisions, terms and conditions of the Franchise Agreement and will be subject to Chick-fil-A's review and prior approval.
- g. Other Food Truck Program-Related Agreements. Negotiation and signature of any agreements or other arrangements regarding the use of the Food Truck for the Licensed Use will be the responsibility of and be performed by the Operator. The Operator will have no authority to bind Chick-fil-A by contract or otherwise to any agreement with a third party. The Operator will ensure that all aspects of the Sales Locations and the use of the Food Truck at the Sales Locations comply with and satisfy Chick-fil-A's Minimum Standards, including any Guidelines for the Food Truck Program prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. Chick-fil-A's grant of the License for the Licensed Use is not a guaranty, recommendation, warranty or endorsement by Chick-fil-A that the Licensed Use will prove beneficial for the Operator or that the terms of any agreement for the use of the Food Truck at the Sales Locations are advantageous to the Operator.
- h. Sale of Products; Gross Receipts. Gross receipts generated as a result of sales from the Food Truck will be included in the Gross Receipts of the Operator's Business pursuant to the Franchise Agreement and will otherwise be treated as sales occurring outside of the Restaurant in accordance with Chick-fil-A's then-current standards and procedures. Further, the Operator agrees to maintain separate books and records to track the gross receipts, operating costs and expenses resulting from the operation of the Food Truck. The Operator agrees to maintain such books and records for at least five (5) years and provide them to Chick-fil-A's Tax Department, if required, upon a sales tax audit.
- i. Food Truck Staffing. The Operator will provide employees from the Business to fulfill the Operator's staffing needs for the proper use and operation of the Food Truck. All employees will be employed, trained and supervised by the Operator. Chick-fil-A will have no responsibility or liability whatsoever for the selection, supervision, disciplining, scheduling, conduct, payment, benefits or compensation of the Operator's employees at any time, and the Operator's employees will not be employees nor shared or joint employees of Chick-fil-A.
- j. Food Truck Operations and Procedures; Training of Employees.

- i. Prior to the commencement of operations of the Food Truck by the Operator under this Agreement and prior to the training of the Operator's employees, the Operator will participate in any walk-thru meetings or sessions offered by Chick-fil-A and otherwise will establish a thorough understanding of the safe and proper operation, including driving, of the Food Truck, its equipment and food storage and preparation procedures including, without limitation, any food safety and cleaning/sanitizing procedures for the Food Truck, and use of the Business as a commissary to support the operation of the Food Truck. Prior to the commencement of operations of the Food Truck, the Operator will train the Operator's production team members and other employees who will be staffing and otherwise servicing the Food Truck, in the safe operation and use of the Food Truck and its equipment, food storage, preparation procedures and care and maintenance. The Operator and the Operator's employees are not permitted or authorized to and will not change, modify or reconfigure the Food Truck or its equipment or authorize any third party to do so at any time without Chick-fil-A's review and prior approval. The Operator is solely responsible for ensuring that the Food Truck's operations are conducted with reasonable care and that all prudent safety procedures that apply to the operation or other use of the Food Truck are followed.
- ii. The Operator and any other individual, who drives the Food Truck, must satisfy (A) all state and local requirements for operation of a commercial food truck, (B) all insurer requirements for operation of the Food Truck, and (C) the following minimum requirements to be allowed to drive the Food Truck (unless state and local or insurance requirements are more restrictive, in which case such state, local or insurance requirements will apply): (i) at least twenty-one years of age; (ii) holds a valid driver's license, a copy of which is maintained by the Operator, and (iii) has no history of serious violations within the last five years and no more than two moving violations in the last three years, based upon the Operator's review of the driver's Motor Vehicle Record for the applicable period stated in this clause. The Operator will ensure that a pre-inspection and a post-inspection of the Food Truck are completed and a complete and current record of such inspections is maintained. Inspection components include, but are not limited to, properly working lights, signals and horn, wipers, mirrors and safety belts, tire tread acceptable, no glass chips/cracks that can hinder vision, doors close and lock, body of vehicle is intact (bumpers, etc.). For purposes of clause (iii) above, "two moving violations" will include, without limitation, speeding, failure to signal, improper passing, following too close, careless driving, not wearing a safety belt, expired tags and plates as well as no proof of insurance, and "serious violations" will include, without limitation, any alcohol related violation, racing/speed contest, reckless driving, vehicular homicide or assault, conviction of a crime involving a motor vehicle, eluding or attempting to elude a police officer, hit and run, etc.
- k. Food Truck Condition and Return. Upon the expiration or earlier termination of this Agreement, the Operator will (i) make the Food Truck available to Chick-fil-A or its designee at such time and location as directed by Chick-fil-A in accordance with all terms, provisions and requirements of the Food Truck Lease and in a clean and neat condition, and in as good order and repair and in the same condition as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted, (ii) remove all personal property from the Food Truck, and (iii) clean and remove all debris and trash from the Food Truck. Any personal property not removed will be deemed conclusively abandoned and may be removed and disposed of by Chick-fil-A, without compensation to the Operator. In the event the Operator fails to return the Food Truck in such condition and at such time and location as directed by Chick-fil-A, the Operator will reimburse Chick-fil-A for all costs and expenses incurred in connection with returning the Food Truck to the good order,

condition and repair as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted.

- l. Insurance and Insurance Fee. In consideration of the insurance expense incurred by Chick-fil-A to cover the Food Truck and its contents and inventory, the Operator will pay to Chick-fil-A a monthly insurance fee, as set forth in the Food Truck License Summary (the "Food Truck Insurance Fee"); the Insurance Fee does not cover any Operator-owned contents or inventory. The Operator will obtain and maintain in full force and effect, at the Operator's own expense, any additional insurance coverage which may be necessary or required (i) to operate the Food Truck, and (ii) under the Food Truck Lease, the Franchise Agreement, applicable law or otherwise. The Operator will provide Chick-fil-A immediate notice of (A) any casualty loss (that is, loss or damage to the Food Truck) that may result in an insurance claim and (B) any liability claim (that is, any injury to any person or damage to any property in any way involving the Food Truck). The Operator will cooperate fully with Chick-fil-A in the reporting, investigation, adjustment, and settlement of any insurance coverage claims arising from the Food Truck.
- m. Reporting of Other Information. The parties acknowledge and agree that one of the metrics to be recorded is the performance of the Food Truck based on where, how and when it was/is deployed for use at the Sales Locations. The Operator acknowledges and agrees that due to the developing stage of the Food Truck Program, Chick-fil-A may require the reporting of additional or different information regarding the Operator's use and operation of the Food Truck and more detailed or different information regarding the sales and cost performance of the Food Truck than is usual or otherwise customary at present with regard to a Chick-fil-A Restaurant. The Operator will provide such reports and other information regarding Gross Receipts and the costs, expenses and taxes incurred in connection with the operation and use of the Food Truck and the Sales Locations, and such other information Chick-fil-A may request from time to time.
- n. Approvals, Licenses, Permits; Compliance with Law. Unless otherwise agreed by the parties in writing, the Operator, at the Operator's sole cost and expense, will seek as soon as practicable and will obtain and maintain at all times during the Term of this Agreement all necessary regulatory approvals, licenses, and permits for and applicable to the operation of the Food Truck for the Licensed Use at the Sales Locations. The Operator will comply with and obey all applicable laws, rules and regulations.
- o. Cooperation. The Operator, at the Operator's sole cost and expense, will cooperate with Chick-fil-A as necessary for the Operator and/or Chick-fil-A to fulfill their respective duties and obligations under this Agreement and the Food Truck Lease.
8. Additional Terms. Chick-fil-A will have the following rights, obligations, and responsibilities with regard to the operation and use of the Food Truck during the term of this Agreement:
 - a. Delivery of Food Truck. Subject to Sections 6 and 14, Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement. Chick-fil-A will not be liable for any loss or damage to the Operator due to a delay or failure to deliver the Food Truck in any event whatsoever, regardless of whether such delay or failure is within Chick-fil-A's control. Without limiting the above, Chick-fil-A will have no liability for any delay or failure to deliver resulting from fire, act of God, destruction or damage to the Food Truck, weather conditions, strike, labor dispute, delay in transportation, governmental requirements or any other cause beyond Chick-fil-A's control.

- b. Use of Reported Information. Chick-fil-A will have the right and the Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, costs, expenses and taxes incurred and to make calculations and allocations to the Operator's Business as may be authorized or otherwise required under the Franchise Agreement and in order to effectuate the terms of this Agreement.
9. Compliance with Franchise Agreement. Except as specifically provided in this Agreement, the Operator will comply with all of the provisions of the Franchise Agreement with regard to the Food Truck and the Licensed Use even if not specifically described or referred to in this Agreement, including, but not limited to, Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Section 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Section 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Section 19 USE OF THE MARKS, Section 24 TERMINATION, Section 25 FRANCHISE RELATIONSHIP, Section 27 INDEMNIFICATION, and Section 28 GENERAL PROVISIONS (including, without limitation, with regard to **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in Section 28.10 thereof, **the waiver of any right to trial by jury** as set forth in Section 28.15 thereof and the Operator's agreement **not to pursue any class claims** as set forth in Section 28.13 thereof), and such provisions will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement, the express terms of this Agreement will control with respect to the Licensed Use authorized under this Agreement and the limited License granted for the Licensed Use. In addition, the Operator must not do anything in connection with the Sales Locations or the Food Truck that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Food Truck on Sunday or Christmas Day.
10. Sole and Exclusive Property of Chick-fil-A; Confidential Information and Ideas. The Operator acknowledges and agrees that the Food Truck Program, including but not limited to the development of the Food Truck and the program, this Agreement (and any of its terms), the Food Truck Lease (and any of its terms), the design and specifications, menu selection, marketing methods and strategies (including social media), sales, cost, data and analysis relating to the Food Truck Agreement, and any Guidelines and Methods developed for the Food Truck are the sole and exclusive property of Chick-fil-A, and constitute Intellectual Property and Confidential Information under the Franchise Agreement. The Operator will not acquire any ownership interest or other right in and to the Food Truck Program, the Food Truck, its equipment, furnishing and fixtures, associated Guidelines and Methods, Intellectual Property or Confidential Information, except for the temporary right and License to operate the Food Truck for the Licensed Use at the Sales Locations as expressly provided in this Agreement. Under Section 18.5 of the Franchise Agreement, any idea, concept, technique or material concerning the Food Truck and the Food Truck Program, including any advertising materials and social networking accounts, that the Operator or any of the Operator's employees create in the operation or servicing of the Food Truck or conduct of the Food Truck Program as contemplated by this Agreement, will be Ideas, and Chick-fil-A or CFA Properties will own all rights in any and all Ideas. The Operator may not lend, sublicense, subcontract, sublease, encumber or in any way transfer or assign the Food Truck or any of the Food Truck's equipment, furnishings, or fixtures or any rights under this Agreement. Chick-fil-A will retain all rights attendant to or associated with the lease of the Food Truck, including, without limitation, the right to depreciate the Food Truck for tax, accounting and all other purposes.
11. No Warranties. The Food Truck provided to the Operator by Chick-fil-A pursuant to the sublease of the Food Truck Lease granted in Section 4 of this Agreement is furnished "**AS IS**" and "**WHERE IS**" and without any warranty of any kind by or from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise,

with respect to the Food Truck and this Agreement, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

12. Storage; Maintenance; Repair. The Operator, (a) may use the Food Truck only in compliance with the Food Truck Lease and only in connection with the Operator's operation of the Food Truck at the Sales Locations, (b) will store and maintain the Food Truck at the Operator's Business when not in use at a Sales Location (c) will service and repair the Food Truck in order to maintain its appearance and good working condition according to best industry practices, manufacturer's specifications, and using reputable and established service and repair vendors, and (d) will not make any changes, alterations or additions to the Food Truck without prior written consent of Chick-fil-A, and all in accordance with Chick-fil-A's then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Food Truck and its equipment, furnishings and fixtures, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A's then Minimum Standards and Guidelines and that possess adequate quality controls, experience and capacity to service and repair the item and otherwise supply the Operator's needs promptly, accurately and reliably. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Food Truck or any of its equipment, furnishings or fixtures. The Operator agrees to provide Chick-fil-A with monthly (or with such greater frequency that Chick-fil-A may from time-to-time require) reports detailing (i) the mileage of the Food Truck for such time period, (ii) any damage incurred with respect to the Food Truck, and (iii) any maintenance or repairs performed with respect to the Food Truck. The Operator's obligation to provide such reports does not satisfy the Operator's obligations under the Food Truck Lease, and it is the Operator's obligation to ensure that all required maintenance is performed on the Food Trucks per the terms of the Food Truck Lease and this Agreement, including the requirements that (x) all such maintenance and repairs must be performed by a factory authorized maintenance individual with the authority to sign the maintenance, service and/or repair log and (y) records of all work performed on the Food Truck must be dated and signed by the appropriate authority.

13. Indemnification; Damage to Property; Personal Injury.

- a. The Operator will be solely and exclusively responsible for any damage to or loss caused by a breach of this Agreement or the Food Truck Lease, the negligent or intentional action or misfeasance of the Operator or the Operator's employees, agents, contractors, invitees or customers as if provided for and included under Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY of the Franchise Agreement, which will apply in full to this Agreement. Furthermore, the Operator will be solely and exclusively responsible for any and all liability of the Operator and/or Chick-fil-A, for (i) personal injury, death or otherwise, and (ii) damage to personal property or real property caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator's employees, agents, contractors, invitees or customers. In addition, the Operator will be solely and exclusively responsible for any and all liability of BALC as provided in the Food Truck Lease.
- b. The Operator does hereby agree to indemnify, defend and hold harmless Chick-fil-A and any subsequent operator of the Food Truck or a like business at the Sales Location and/or BALC as provided in the Food Truck Lease, against all judgments, settlements, penalties, expenses, attorneys' fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent operator of the Food Truck or a like business at the Sales Location as if provided for and included under Section 27 INDEMNIFICATION of the Franchise Agreement, which will apply in full to this

Agreement and the use and operation of the Food Truck, including without limitation in the event of any damage, loss or claim described in this Section 13.

The Operator's obligations under Subsections 13.a. and b. above (and Sections 5 and 27 of the Franchise Agreement) will apply with respect to, among other things, the Sales Location, the Food Truck and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Sales Locations, the Food Truck or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator or Chick-fil-A from seeking indemnification from another third party whose actions, or the actions of such third party's employee, were the source of any injury, damage or loss. This section is in addition to any obligations of the Operator to BALC and others that may be named in the Food Truck Lease.

14. Default; Termination.

- a. The rights granted under this Agreement are contingent upon the Franchise Agreement and this Agreement, including the Food Truck Lease, being in full force and effect and the Operator otherwise being in good standing at the effective date of this Agreement and at all times during the term of this Agreement. If prior to the expiration of the term of this Agreement, the Franchise Agreement is terminated or expires with respect to the Business or the Food Truck Lease is terminated or expires, this Agreement, including the sublease granted in Section 4 of this Agreement, will automatically terminate or expire at the same time. If the Franchise Agreement is in default at the effective date of this Agreement or at any time during the term of this Agreement (and has not been terminated), such default will also constitute a default by the Operator under this Agreement, and Chick-fil-A may terminate the Operator's rights under this Agreement, including the sublease granted in Section 4 of this Agreement, or suspend such rights until the default is cured.
- b. This Agreement and the rights granted hereunder may be terminated for a default under this Agreement, including a default under the sublease granted in Section 4 of this Agreement by reason of a default of the Food Truck Lease, without also terminating the Franchise Agreement, provided that Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right at its election to also terminate the Franchise Agreement as to the Business and one or more or all of any other of the Businesses operated under the Franchise Agreement by providing written notice to the Operator pursuant to the terms of the Franchise Agreement. Subject to Section 15, this Agreement and the rights granted under this Agreement, including the sublease granted in Section 4 of this Agreement (but not the obligations the Operator has undertaken thereunder, which will survive until the Operator has fully performed the same), will expire automatically upon Chick-fil-A retaking possession of the Food Truck following the expiration or termination of this Agreement and the Operator's fulfillment of the Operator's obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate this Agreement, including the sublease granted in Section 4, and/or the Food Truck Program at any time for any reason or for no reason.
- c. The Operator will bear any and all risk arising from or related to termination of this Agreement. Upon termination of this Agreement, the Operator will remain liable for the then current outstanding balance of the Food Truck Usage Fee, the Food Truck Insurance Fee and any other payments due Chick-fil-A or BALC as provided in the Food Truck Lease and/or in

this Agreement. The Operator agrees that upon default BALC may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Food Truck Lease and/or this Agreement, any payment made by the Operator to Chick-fil-A or BALC or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain possession of the Food Truck by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.

15. Survival. Upon the termination, expiration, or suspension of this Agreement as provided in Section 14, all obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement and also including without limitation the obligations under the Franchise Agreement which are incorporated by reference into this Agreement, that expressly or by their nature are intended to survive the termination or expiration of this Agreement or the Franchise Agreement, including, but not limited to, limitations of liability, and the Operator's reporting, payment and indemnification obligations to Chick-fil-A and/or BALC, will survive the termination, expiration or suspension of this Agreement, including the sublease granted in Section 4 of this Agreement, the Food Truck Lease, and the termination of the Franchise Agreement, if applicable.
16. Communications; Notices; Designated Contact. All notices provided for in this Agreement will be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from other country or jurisdiction, return receipt requested, address to the party to be served at the following address:

If to Chick-fil-A:
Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349-2998
Attn: Lynette E. Smith

If to the Operator:
At the address set forth on the signature page of the Franchise Agreement

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

17. Not Independent Franchise. The Operator acknowledges and agrees that the Operator's participation in the Food Truck Program and the grant of the License to use the Food Truck at the Sales Location pursuant to this Agreement is made upon the request of and as an accommodation to the Operator in connection with the Franchise Agreement and the Business, and is entirely voluntary on the part of the Operator and does not constitute an independent or separate franchise or franchise agreement.
18. Affirmation of Franchise Agreement. The Operator acknowledges, affirms and agrees to all of the covenants and obligations under the Franchise Agreement as if entered into, undertaken and otherwise made again this day and reaffirms the continuing existence and validity of the Franchise Agreement. The Operator covenants that, subject to its terms and conditions, the

Franchise Agreement is in full force and effect as of the date of this Agreement, and will remain in full force and effect, subject to its terms.

19. Acceptance of Risk of Food Truck Program. The Operator acknowledges and agrees that Chick-fil-A is in the development stages of the Food Truck Program and that participation in the Food Truck Program under this Agreement involves substantial risks. The Operator acknowledges and agrees that the Operator is aware of the risks and that the Operator agrees to bear the risk of the success or failure of the Food Truck Program and the Food Truck in reliance solely on the Operator's own business judgment.
20. Execution; Counterparts. The parties acknowledge and agree that, (i) the Food Truck License Summary is complete and accurate and forms a part of this Agreement; and (ii) this Agreement, including the Food Truck License Summary and the Food Truck Lease, as well as the Franchise Agreement as referenced in this Agreement, contain the entire agreement between the parties as to the subject matter hereof and fully supersedes all prior understandings, written or oral, between the parties regarding such subject matter. This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties to this Agreement, all of which counterparts taken together will be deemed as one original. Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

[The Signature Page Follows]

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

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

OPERATOR:

[Name]

Date: _____

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT
Exhibit "A"

Food Truck License Summary Form

1. The Operator's name and the designated Business (pursuant to Background Paragraph A): _____

2. Commencement Date (pursuant to Section 5): _____
3. Any termination date of this Agreement earlier than the Thirty-First day of December following the Effective Date (pursuant to Section 2): _____
4. Items that may be produced, offered and sold from the Food Truck (pursuant to Sections 7.a and b): _____

5. Items that may be offered and sold from the Food Truck, but must be produced at the Operator's Business (pursuant to Sections 7.a and b): _____
6. Monthly Food Truck Usage Fee (pursuant to Section 7.c): \$ _____ **(as the amount may be amended), plus all applicable mileage surcharge or pass-through costs and expenses for excessive miles per the terms of the Food Truck Lease**
7. Monthly Food Truck Insurance Fee (pursuant to Section 7.l, and subject to adjustment to reflect changes in Chick-fil-A's insurance premiums): \$ _____ **(as the amount may be amended)**
8. Monthly Food Truck Reporting Obligations (pursuant to Section 12) including (i) mileage of the Food Truck, (ii) any damage incurred with respect to the Food Truck, (iii) any maintenance or repairs performed with respect to the Food Truck, and (iv) as otherwise required under the Agreement.
9. Additional Terms/Information: _____

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT

Exhibit “B”

Food Truck Lease

ADDENDUM “3-B” TO FRANCHISE AGREEMENT

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT **(Business Entity)**

THIS FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT (this “Agreement”) is made and will be effective as of _____, 20____, by and between CHICK-FIL-A, INC., a Georgia corporation, having its principal business address at 5200 Buffington Road, Atlanta, Georgia 30349-2998 (“Chick-fil-A”), its franchisee, _____, a _____[corporation][limited liability company] (the “Operator”) and _____, the original signatory to the Franchise Agreement (as defined below) in his/her individual capacity as the approved Operator thereunder (the “Operator-Owner”).

BACKGROUND

A. Chick-fil-A and the Operator-Owner into a Franchise Agreement with its attached Lease, Additional Business Amendments(s), if any, and all other exhibits (the “Franchise Agreement”), which governs and defines the parties’ relationship and operation of the Business(es), including the Business designated in the Food Truck License Summary (as defined in Section 1) attached as Exhibit A (the “Business”).

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

C. Chick-fil-A is developing a mobile food truck program (the “Food Truck Program”) and has leased a custom food truck, including equipment, furnishing and fixtures in and on the food truck (the “Food Truck”) to produce, hold and/or sell a limited menu of Chick-fil-A® Products.

D. Pursuant to the terms of the Franchise Agreement, Chick-fil-A, the Operator and the Operator-Owner desire to amend and otherwise reaffirm the terms of the Franchise Agreement and the Assignment pursuant to the terms and conditions of this Agreement, including the grant to the Operator of the authority to conduct sales activities from the Food Truck as an extension of the Business and the grant of a sublease of the right to use and occupy the Food Truck, and to otherwise continue their respective performance under the Franchise Agreement and the Assignment.

AGREEMENT

IN CONSIDERATION OF THE ABOVE recitals, the mutual covenants and agreements contained in this Agreement, as well as in the Franchise Agreement and the Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, each intending to be legally bound, agree as follows:

1. Definitions; Recitals. Capitalized terms used but not otherwise defined in this Agreement, including in the Food Truck License Summary Form attached as Exhibit A, as it may be amended from time to time (the “Food Truck License Summary”), will have the meanings given to them in the Franchise Agreement and the Assignment. The parties incorporate into this Agreement the recitals set forth above as if set forth here in full.

2. License; Term.

- a. License. Chick-fil-A grants to the Operator, subject to the terms and conditions of this Agreement and the Franchise Agreement, the limited license to use and operate the Food Truck using the Trade Name, the Marks and the System, as may be modified by Chick-fil-A from time to time (including generally or for the Food Truck Program specifically), and the limited license and grant to conduct the Licensed Use (as defined below) as an extension and part of the Business (collectively the “License”), and the Operator accepts the grant of the License.
 - b. No Exclusive Territorial Rights. The License is expressly limited to the terms and conditions set forth in this Agreement and is further subject to the terms and conditions set forth in the Franchise Agreement. The License is non-exclusive, and no so-called “exclusive,” “protected” or other territorial rights in the Sales Locations (as defined below) or any market areas surrounding or otherwise contiguous with any Sales Location are granted, implied or to be inferred. All rights and licenses not expressly granted to the Operator under this Agreement are reserved exclusively by and unto Chick-fil-A.
 - c. Term. Unless earlier terminated as provided in this Agreement, including pursuant to Section 4.e or Section 14 or as stated on the Food Truck License Summary, or pursuant to the Franchise Agreement, the initial term of this Agreement (the “Initial Term”) will commence as of the Effective Date of this Agreement and will end on the Thirty-First day of December of the year in which the Effective Date occurs. The Initial Term, together with any and all extensions of the Initial Term and subject to the rights for earlier termination or expiration pursuant to this Agreement or the Franchise Agreement, is sometimes referred to in this Agreement as the “Term.” Unless this Agreement or the Franchise Agreement or the Food Truck Lease (as defined below) is terminated earlier, the Term of this Agreement will be automatically extended for successive additional periods of one (1) year, unless written notice of intent not to renew either the Franchise Agreement or this Agreement is given by either party to the other at least thirty (30) days prior to the end of the Term; provided, however, that this Agreement may not be renewed if the Operator does not have the right to renew the Franchise Agreement or does not have the right to renew the Franchise Agreement with respect to the Business or the Franchise Agreement is terminated or otherwise not renewed, as provided in Section 2.3 of the Franchise Agreement. In addition to Chick-fil-A’s right to amend or modify the Food Truck Lease pursuant to this Agreement, Chick-fil-A will have the right to change the terms and conditions of this Agreement upon a renewal of the Franchise Agreement pursuant to Section 2.4 of the Franchise Agreement (and renewal of this Agreement) by giving the Operator a written notice of the changed terms and conditions at least forty-five (45) days prior to the end of the then-current Term, in which case the Operator will have fifteen (15) days from the date of the notice to decide and to notify Chick-fil-A in writing of the Operator’s decision to either renew or not renew this Agreement upon the changed terms and conditions offered. The Operator’s failure to provide timely notice to Chick-fil-A of a decision to either renew or not renew this Agreement upon the changed terms and conditions offered will be deemed to be an election by the Operator to terminate this Agreement at the end of such Term.
3. Licensed Use. The Food Truck will be used for the sole purpose of operating the Food Truck as an extension and part of the Business to produce, hold, sell and distribute certain Products to customers from the Food Truck at the Sales Locations (as defined in Section 5) for the Term pursuant to the terms and conditions of this Agreement and the Franchise Agreement, including

the limited License and the Food Truck License Summary (the “Licensed Use”). The Operator will use the Food Truck solely for the Licensed Use and for no other purpose.

4. Food Truck Lease; Sublease. During the Term, and subject to the terms of this Agreement, Chick-fil-A grants to Operator a sublease for the use and occupancy of the Food Truck. The Operator’s use of the Food Truck is subject to all applicable laws, rules and regulations and the lease attached as **Exhibit “B”** to this Agreement and any other exhibits to the attached lease (the “Food Truck Lease”), made a part of this Agreement by this reference. The Operator agrees to use and operate the Food Truck in accordance with the Food Truck Lease and otherwise comply in all respects with the terms and conditions of the Food Truck Lease, as the same may be amended or changed by Chick-fil-A (as prime lessee) and Banc of America Leasing & Capital or its permitted assignee (as prime lessor) (“BALC”), from time to time:

- a. Compliance with Agreements. Neither the Operator nor its employees, agents, contractors or invitees will perform any act, neglect to perform any duty or fail to comply with any standard of conduct that would constitute a violation of the Food Truck Lease, this Agreement or the Franchise Agreement;
 - b. No Further Subleases; No Amendments. Operator will not enter into any lease agreements or other agreements allowing parties other than Operator or Chick-fil-A rights concerning possession, use, operation, or control of the Food Truck without the prior written approval of Chick-fil-A and, as determined by Chick-fil-A, BALC, and Chick-fil-A and will not modify amend or extend the time for payment or performance in any material respect of its obligations under any agreement relating to Operator's use of the Food Truck without the express prior written consent of BALC;
 - c. Subordination. The rights of the Operator in and to the Food Truck will be subject and subordinate to the rights of BALC under the Food Truck Lease as provided in the Food Truck Lease, and the Operator will not assert or claim any right, title or interest as the owner or holder of legal or equitable title to the Food Truck, including any of its equipment, furnishing and fixtures (except proprietary equipment and equipment installed to customize the Food Truck for operation as an extension of a franchised Chick-fil-A restaurant business, subject to the rights of Chick-fil-A);
 - d. Payments. Subject to the terms of Section 7(c) of this Agreement, Chick-fil-A will pay the lease rental payment described in the Food Truck Lease directly to BALC per the terms of the Food Truck Lease;
 - e. Termination. The Food Truck Lease and all of the Operator's rights in and to the use and possession of the Food Truck will terminate, at the option of BALC, upon the expiration or earlier termination of the Food Truck Lease by reason of the occurrence of an Event of Default under the Food Truck Lease or otherwise, and the Operator will thereupon return the Food Truck to Chick-fil-A or at Chick-fil-A's election and direction to BALC in accordance with all of the terms and provisions of the Food Truck Lease and of this Agreement;
 - f. Cost of Performance. If the Operator fails to perform any of its obligations under this Agreement, including under the attached Food Truck Lease, Chick-fil-A, at its option, may (but is not required to) do the same or cause the same to be done, in addition to any and all other rights and remedies of Chick-fil-A. The cost incurred by Chick-fil-A in connection with performance by Chick-fil-A will be an additional charge due from the Operator to Chick-fil-A, together with interest pursuant to Section 14.11 of the Franchise Agreement.
5. Sales Location and Hours of Operation. For each proposed instance of a Licensed Use of the Food Truck, the Operator will complete and submit Chick-fil-A's then current registration form ("Registration Form") and otherwise follow the registration process established for Food Trucks under Chick-fil-A's then current policies and procedures for such programs, including obtaining approval prior to the commencement of the Licensed Use at each proposed Sales Location. During the Term, the Operator will use and operate the Food Truck to produce and/or sell and distribute Products only at the locations registered and approved pursuant to Chick-fil-A's Additional Distribution Point program (individually, a "Sales Location" and collectively, the "Sales Locations") and during the hours of operation specified in the applicable Registration Form for each Sales Location.
 6. Delivery and Availability of Food Truck. On or around the commencement date specified in the Food Truck License Summary (the "Commencement Date"), Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this

Agreement and the Franchise Agreement. If (a) the Franchise Agreement terminates or expires, (b) the Operator is in default under the Franchise Agreement, or (c) other aspects of the Business change affecting the Operator's ability to perform the Operator's obligations under this Agreement, including the sublease of the Food Truck Lease granted in Section 4 of this Agreement, as determined by Chick-fil-A in the exercise of its sole and exclusive business judgment, then Chick-fil-A will have the right to terminate this Agreement and the Operator will bear any and all risk arising from or related to the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate or suspend this Agreement or temporarily suspend or interrupt the Food Truck Program at any time for any reason or for no reason, including without limitation, to use the Food Truck at another location and/or for a different purpose (an "Alternate Use"). For example, but without limiting the preceding sentence, Chick-fil-A may elect to use or have its designee use the Food Truck for food or other product distribution in the event of a natural disaster, weather event, pandemic, epidemic or other like disaster or event. In the event that Chick-fil-A elects to use or have its designee use the Food Truck for an Alternate Use, the Operator's obligations under this Agreement, including under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, will be suspended, and the Operator's sole and exclusive remedy will be the return of the Food Truck following the Alternate Use for the remainder of the Term, without any right to an extension. Chick-fil-A will have no other liability if the Food Truck is not furnished or otherwise made available to the Operator.

7. Operator's Obligations. The Operator will have the following obligations and responsibilities with regard to the operation and use of the Food Truck:

a. Menu of Products.

- i. The menu of Products that may be offered, sold and distributed from the Food Truck in connection with this Agreement will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.
- ii. The menu of Products that may be produced on, and offered, sold and distributed from, the Food Truck, will be limited to the Products set forth and otherwise referenced in the Food Truck License Summary.
- iii. The menu of Products to be produced and/or sold and distributed at individual Sales Locations will be as set forth on the applicable Registration Form for each Sales Location.

Notwithstanding any provision of this Agreement, only Products that are approved for sale in the Chick-fil-A system may be sold from the Food Truck. Products produced and/or held in the Food Truck may only be sold or distributed from the Food Truck at the Sales Locations and may not be sold, delivered, or given away to the Operator's Business, any other Business(es) to which the Operator has the right to operate pursuant to the Franchise Agreement (if any) to customers or consumers located elsewhere or to other Chick-fil-A® franchisees.

- b. Commissary; Source of Supplies. As set forth above in Section 7.a. of this Agreement, certain Products sold or distributed from the Food Truck may be freshly produced in the Food Truck, while other Products or the components of other Products must be freshly produced in the Business, which will serve as a commissary for the Food Truck, and delivered to the Food Truck via approved Temperature Management System (TMS) bags. For each Sales Location, whether a Product or Product component may be produced in the

Food Truck or may only be produced in the Business and then delivered to the Food Truck as set forth above will be specified in the Registration Form applicable to such individual Sales Location. Product production and the manner of delivery, storage and holding of Product, Product components and Ingredients, at, in or between the Food Truck and the Business, will be performed according to Chick-fil-A's then-current Minimum Standards, including any Guidelines for food trucks prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. The provisions, terms and conditions of the Franchise Agreement concerning the sources for purchase of Products and Ingredients will apply to the sources of Products and Ingredients to supply the Food Truck. Any transportation of Products, Ingredients, promotional items, and other items by the Operator or otherwise will comply with and will otherwise abide by all applicable health, sanitation, food handling, food transportation and insurance requirements provided by law, the requirements contained in the Franchise Agreement, the Food Truck Lease and as otherwise required by Chick-fil-A (whichever provides the most stringent requirements). Without limiting the above, the Operator will not (and will not allow others to) transport any hazardous materials or anything other than Products, Ingredients, promotional items, and other items necessary for the safe, sanitary, and efficient operation of the Food Truck.

- c. Payment of Food Truck Usage Fee. In consideration of the License granted in this Agreement and to compensate Chick-fil-A for the use of the Food Truck under the sublease of the Food Truck Lease granted in Section 4 of this Agreement, the Operator will pay to Chick-fil-A when due the usage fee(s) as set forth in the Food Truck License Summary (the "Usage Fee"), which will be in lieu of the lease rental payment described in the Food Truck Lease payable by Chick-fil-A to BALC. Chick-fil-A shall have the right from time to time to re-determine the Food Truck Usage Fee in its sole and exclusive business judgment based on the then current fair market rental value for the Food Truck due to additions, subtractions and modifications to the Food Truck, additional or different charges or other changes under the Food Truck Lease, market factors, inflation, passage of time or otherwise, and to update the Food Truck Usage Fee to an amount based on the then determined, current fair market rental, which will be set forth in a revised Food Truck License Summary Form and substituted and attached to this Agreement as Exhibit A and made a part of this Agreement. At Chick-fil-A's election, the program described in Section 14.12 of the Franchise Agreement shall apply to the Operator's payment obligations described in this Agreement with respect to the Food Truck and any other payment obligations of the Operator hereunder, and any adjustment or increases thereto.
- d. Additional Fees, Costs and Expenses. All additional fees, costs and expenses associated with the operation and use of the Food Truck, participation in the Food Truck Program and the Licensed Use will be borne by the Operator, either made by the Operator directly or reimbursed to Chick-fil-A, as applicable, and will include, among other things, all Products, Ingredients and all other food and drink items, cleaning and office supplies, equipment and all other things purchased by the Operator for use in the operation of the Food Truck, all labor expense and wages for staffing and servicing the Food Truck and its operations and any other costs and/or expenses incurred in connection with the operation and use of the Food Truck and participation in the Food Truck Program, including payments due under the Food Truck Lease (other than the lease rental payment).
- e. Payment of Taxes. Payment of any sales, use or excise tax, any apportioned personal property tax or any other tax arising from the Licensed Use, the Sales Locations, the sale and distribution of Products and promotional items, the sublease of the Food Truck or the presence of the Food Truck at the Sales Locations, will be made by the Operator, directly or reimbursed to Chick-fil-A, as applicable. The parties acknowledge and agree that sales, use,

or similar taxes may be due and payable even when Products and promotional items are given away and not sold.

- f. Marketing and Advertising. All promotional items used in connection with the Food Truck, including the use of any social networking sites and web-based advertising, will constitute marketing and advertising materials pursuant to the provisions, terms and conditions of the Franchise Agreement and will be subject to Chick-fil-A's review and prior approval.
- g. Other Food Truck Program-Related Agreements. Negotiation and signature of any agreements or other arrangements regarding the use of the Food Truck for the Licensed Use will be the responsibility of and be performed by the Operator. The Operator will have no authority to bind Chick-fil-A by contract or otherwise to any agreement with a third party. The Operator will ensure that all aspects of the Sales Locations and the use of the Food Truck at the Sales Locations comply with and satisfy Chick-fil-A's Minimum Standards, including any Guidelines for the Food Truck Program prepared by Chick-fil-A and delivered to or otherwise made available to the Operator from time to time. Chick-fil-A's grant of the License for the Licensed Use is not a guaranty, recommendation, warranty or endorsement by Chick-fil-A that the Licensed Use will prove beneficial for the Operator or that the terms of any agreement for the use of the Food Truck at the Sales Locations are advantageous to the Operator.
- h. Sale of Products; Gross Receipts. Gross receipts generated as a result of sales from the Food Truck will be included in the Gross Receipts of the Operator's Business pursuant to the Franchise Agreement and will otherwise be treated as sales occurring outside of the Restaurant in accordance with Chick-fil-A's then-current standards and procedures. Further, the Operator agrees to maintain separate books and records to track the gross receipts, operating costs and expenses resulting from the operation of the Food Truck. The Operator agrees to maintain such books and records for at least five (5) years and provide them to Chick-fil-A's Tax Department, if required, upon a sales tax audit.
- i. Food Truck Staffing. The Operator will provide employees from the Business to fulfill the Operator's staffing needs for the proper use and operation of the Food Truck. All employees will be employed, trained and supervised by the Operator. Chick-fil-A will have no responsibility or liability whatsoever for the selection, supervision, disciplining, scheduling, conduct, payment, benefits or compensation of the Operator's employees at any time, and the Operator's employees will not be employees nor shared or joint employees of Chick-fil-A.
- j. Food Truck Operations and Procedures; Training of Employees.

- i. Prior to the commencement of operations of the Food Truck by the Operator under this Agreement and prior to the training of the Operator's employees, the Operator will participate in any walk-thru meetings or sessions offered by Chick-fil-A and otherwise will establish a thorough understanding of the safe and proper operation, including driving, of the Food Truck, its equipment and food storage and preparation procedures including, without limitation, any food safety and cleaning/sanitizing procedures for the Food Truck, and use of the Business as a commissary to support the operation of the Food Truck. Prior to the commencement of operations of the Food Truck, the Operator will train the Operator's production team members and other employees who will be staffing and otherwise servicing the Food Truck, in the safe operation and use of the Food Truck and its equipment, food storage, preparation procedures and care and maintenance. The Operator and the Operator's employees are not permitted or authorized to and will not change, modify or reconfigure the Food Truck or its equipment or authorize any third party to do so at any time without Chick-fil-A's review and prior approval. The Operator is solely responsible for ensuring that the Food Truck's operations are conducted with reasonable care and that all prudent safety procedures that apply to the operation or other use of the Food Truck are followed.
 - ii. The Operator and any other individual, who drives the Food Truck, must satisfy (A) all state and local requirements for operation of a commercial food truck, (B) all insurer requirements for operation of the Food Truck, and (C) the following minimum requirements to be allowed to drive the Food Truck (unless state and local or insurance requirements are more restrictive, in which case such state, local or insurance requirements will apply): (i) at least twenty-one years of age; (ii) holds a valid driver's license, a copy of which is maintained by the Operator, and (iii) has no history of serious violations within the last five years and no more than two moving violations in the last three years, based upon the Operator's review of the driver's Motor Vehicle Record for the applicable period stated in this clause. The Operator will ensure that a pre-inspection and a post-inspection of the Food Truck are completed and a complete and current record of such inspections is maintained. Inspection components include, but are not limited to, properly working lights, signals and horn, wipers, mirrors and safety belts, tire tread acceptable, no glass chips/cracks that can hinder vision, doors close and lock, body of vehicle is intact (bumpers, etc.). For purposes of clause (iii) above, "two moving violations" will include, without limitation, speeding, failure to signal, improper passing, following too close, careless driving, not wearing a safety belt, expired tags and plates as well as no proof of insurance, and "serious violations" will include, without limitation, any alcohol related violation, racing/speed contest, reckless driving, vehicular homicide or assault, conviction of a crime involving a motor vehicle, eluding or attempting to elude a police officer, hit and run, etc.
- k. Food Truck Condition and Return. Upon the expiration or earlier termination of this Agreement, the Operator will (i) make the Food Truck available to Chick-fil-A or its designee at such time and location as directed by Chick-fil-A in accordance with all terms, provisions and requirements of the Food Truck Lease and in a clean and neat condition, and in as good order and repair and in the same condition as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted, (ii) remove all personal property from the Food Truck, and (iii) clean and remove all debris and trash from the Food Truck. Any personal property not removed will be deemed conclusively abandoned and may be removed and disposed of by Chick-fil-A, without compensation to the Operator. In the event the Operator fails to return the Food Truck in such condition and at such time and location as directed by Chick-fil-A, the Operator will reimburse Chick-fil-A for all costs and expenses incurred in connection with returning the Food Truck to the good order,

condition and repair as existed immediately prior to the Operator's operation and use of the Food Truck, normal wear and tear excepted.

- l. Insurance and Insurance Fee. In consideration of the insurance expense incurred by Chick-fil-A to cover the Food Truck and its contents and inventory, the Operator will pay to Chick-fil-A a monthly insurance fee, as set forth in the Food Truck License Summary (the "Food Truck Insurance Fee"); the Insurance Fee does not cover any Operator-owned contents or inventory. The Operator will obtain and maintain in full force and effect, at the Operator's own expense, any additional insurance coverage which may be necessary or required (i) to operate the Food Truck, and (ii) under the Food Truck Lease, the Franchise Agreement, applicable law or otherwise. The Operator will provide Chick-fil-A immediate notice of (A) any casualty loss (that is, loss or damage to the Food Truck) that may result in an insurance claim and (B) any liability claim (that is, any injury to any person or damage to any property in any way involving the Food Truck). The Operator will cooperate fully with Chick-fil-A in the reporting, investigation, adjustment, and settlement of any insurance coverage claims arising from the Food Truck.
 - m. Reporting of Other Information. The parties acknowledge and agree that one of the metrics to be recorded is the performance of the Food Truck based on where, how and when it was/is deployed for use at the Sales Locations. The Operator acknowledges and agrees that due to the developing stage of the Food Truck Program, Chick-fil-A may require the reporting of additional or different information regarding the Operator's use and operation of the Food Truck and more detailed or different information regarding the sales and cost performance of the Food Truck than is usual or otherwise customary at present with regard to a Chick-fil-A Restaurant. The Operator will provide such reports and other information regarding Gross Receipts and the costs, expenses and taxes incurred in connection with the operation and use of the Food Truck and the Sales Locations, and such other information Chick-fil-A may request from time to time.
 - n. Approvals, Licenses, Permits; Compliance with Law. Unless otherwise agreed by the parties in writing, the Operator, at the Operator's sole cost and expense, will seek as soon as practicable and will obtain and maintain at all times during the Term of this Agreement all necessary regulatory approvals, licenses, and permits for and applicable to the operation of the Food Truck for the Licensed Use at the Sales Locations. The Operator will comply with and obey all applicable laws, rules and regulations.
 - o. Cooperation. The Operator, at the Operator's sole cost and expense, will cooperate with Chick-fil-A as necessary for the Operator and/or Chick-fil-A to fulfill their respective duties and obligations under this Agreement and the Food Truck Lease.
8. Additional Terms. Chick-fil-A will have the following rights, obligations, and responsibilities with regard to the operation and use of the Food Truck during the term of this Agreement:
 - c. Delivery of Food Truck. Subject to Sections 6 and 14, Chick-fil-A will deliver the Food Truck to the Operator for the Licensed Use pursuant to the terms and conditions of this Agreement. Chick-fil-A will not be liable for any loss or damage to the Operator due to a delay or failure to deliver the Food Truck in any event whatsoever, regardless of whether such delay or failure is within Chick-fil-A's control. Without limiting the above, Chick-fil-A will have no liability for any delay or failure to deliver resulting from fire, act of God, destruction or damage to the Food Truck, weather conditions, strike, labor dispute, delay in transportation, governmental requirements or any other cause beyond Chick-fil-A's control.

- d. Use of Reported Information. Chick-fil-A will have the right and the Operator authorizes Chick-fil-A to account for the Gross Receipts, fees, costs, expenses and taxes incurred and to make calculations and allocations to the Operator's Business as may be authorized or otherwise required under the Franchise Agreement and in order to effectuate the terms of this Agreement.
9. Compliance with Franchise Agreement. Except as specifically provided in this Agreement, the Operator will comply with all of the provisions of the Franchise Agreement with regard to the Food Truck and the Licensed Use even if not specifically described or referred to in this Agreement, including, but not limited to, Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY, Section 12 STANDARDS OF CLEANLINESS, SANITATION AND BUSINESS CONDUCT, Section 18 TRADE SECRETS AND CONFIDENTIAL INFORMATION, Section 19 USE OF THE MARKS, Section 24 TERMINATION, Section 25 FRANCHISE RELATIONSHIP, Section 27 INDEMNIFICATION, and Section 28 GENERAL PROVISIONS (including, without limitation, with regard to **the parties' choice of Georgia law and a Georgia forum** to resolve their disputes as set forth in Section 28.10 thereof, **the waiver of any right to trial by jury** as set forth in Section 28.15 thereof and the Operator's agreement **not to pursue any class claims** as set forth in Section 28.13 thereof), and such provisions will be read to apply also to this Agreement. To the extent that there is a conflict between the terms of this Agreement and the Franchise Agreement, the express terms of this Agreement will control with respect to the Licensed Use authorized under this Agreement and the limited License granted for the Licensed Use. In addition, the Operator and the Operator-Owner must not do anything in connection with the Sales Locations or the Food Truck that would adversely impact Chick-fil-A's reputation or image in the community and will not use or conduct operations from the Food Truck on Sunday or Christmas Day.
10. Sole and Exclusive Property of Chick-fil-A; Confidential Information and Ideas. The Operator and the Operator-Owner acknowledge and agree that the Food Truck Program, including but not limited to the development of the Food Truck and the program, this Agreement (and any of its terms), the Food Truck Lease (and any of its terms), the design and specifications, menu selection, marketing methods and strategies (including social media), sales, cost, data and analysis relating to the Food Truck Agreement, and any Guidelines and Methods developed for the Food Truck are the sole and exclusive property of Chick-fil-A, and constitute Intellectual Property and Confidential Information under the Franchise Agreement. The Operator and the Operator-Owner will not acquire any ownership interest or other right in and to the Food Truck Program, the Food Truck, its equipment, furnishing and fixtures, associated Guidelines and Methods, Intellectual Property or Confidential Information, except for the temporary right and License to operate the Food Truck for the Licensed Use at the Sales Locations as expressly provided in this Agreement. Under Section 18.5 of the Franchise Agreement, any idea, concept, technique or material concerning the Food Truck and the Food Truck Program, including any advertising materials and social networking accounts, that the Operator, the Operator-Owner or any of the Operator's employees create in the operation or servicing of the Food Truck or conduct of the Food Truck Program as contemplated by this Agreement, will be Ideas, and Chick-fil-A or CFA Properties will own all rights in any and all Ideas. The Operator may not lend, sublicense, subcontract, sublease, encumber or in any way transfer or assign the Food Truck or any of the Food Truck's equipment, furnishings, or fixtures or any rights under this Agreement. Chick-fil-A will retain all rights attendant to or associated with the lease of the Food Truck, including, without limitation, the right to depreciate the Food Truck for tax, accounting and all other purposes.
11. No Warranties. The Food Truck provided to the Operator by Chick-fil-A pursuant to the sublease of the Food Truck Lease granted in Section 4 of this Agreement is furnished "**AS IS**"

and “**WHERE IS**” and without any warranty of any kind by or from Chick-fil-A. Chick-fil-A expressly disclaims any representations or warranties, express or implied, statutory or otherwise, with respect to the Food Truck and this Agreement, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

12. Storage; Maintenance; Repair. The Operator, (a) may use the Food Truck only in compliance with the Food Truck Lease and only in connection with the Operator’s operation of the Food Truck at the Sales Locations, (b) will store and maintain the Food Truck at the Operator’s Business when not in use at a Sales Location (c) will service and repair the Food Truck in order to maintain its appearance and good working condition according to best industry practices, manufacturer’s specifications, and using reputable and established service and repair vendors, and (d) will not make any changes, alterations or additions to the Food Truck without prior written consent of Chick-fil-A, and all in accordance with Chick-fil-A’s then current Minimum Standards, Guidelines and other policies and procedures as may be amended by Chick-fil-A from time to time. In servicing and repairing the Food Truck and its equipment, furnishings and fixtures, the Operator will solely use suppliers and vendors that demonstrate the ability to meet Chick-fil-A’s then Minimum Standards and Guidelines and that possess adequate quality controls, experience and capacity to service and repair the item and otherwise supply the Operator’s needs promptly, accurately and reliably. Chick-fil-A will not be liable for any loss or damage to the Operator due to any inability to use or any interruption in the use of the Food Truck or any of its equipment, furnishings or fixtures. The Operator agrees to provide Chick-fil-A with monthly (or with such greater frequency that Chick-fil-A may from time-to-time require) reports detailing (i) the mileage of the Food Truck for such time period, (ii) any damage incurred with respect to the Food Truck, and (iii) any maintenance or repairs performed with respect to the Food Truck. The Operator’s obligation to provide such reports does not satisfy the Operator’s obligations under the Food Truck Lease, and it is the Operator’s obligation to ensure that all required maintenance is performed on the Food Trucks per the terms of the Food Truck Lease and this Agreement, including the requirements that (x) all such maintenance and repairs must be performed by a factory authorized maintenance individual with the authority to sign the maintenance, service and/or repair log and (y) records of all work performed on the Food Truck must be dated and signed by the appropriate authority.

13. Indemnification; Damage to Property; Personal Injury.

- a. The Operator and the Operator-Owner will be solely and exclusively responsible for any damage to or loss caused by a breach of this Agreement or the Food Truck Lease, the negligent or intentional action or misfeasance of the Operator or the Operator’s employees, agents, contractors, invitees or customers as if provided for and included under Section 5 DAMAGE TO SITE, EQUIPMENT OR LEASEHOLD IMPROVEMENTS, PERSONAL INJURY of the Franchise Agreement, which will apply in full to this Agreement. Furthermore, the Operator and the Operator-Owner will be solely and exclusively responsible for any and all liability of the Operator and/or Chick-fil-A, for (i) personal injury, death or otherwise, and (ii) damage to personal property or real property caused by or resulting from the negligent or intentional action or misfeasance of the Operator, the Operator-Owner, the Operator’s employees, agents, contractors, invitees or customers. In addition, the Operator and the Operator-Owner will be solely and exclusively responsible for any and all liability of BALC as provided in the Food Truck Lease.
- b. The Operator and the Operator-Owner do hereby agree to indemnify, defend and hold harmless Chick-fil-A and any subsequent operator of the Food Truck or a like business at the Sales Location and/or BALC as provided in the Food Truck Lease, against all judgments, settlements, penalties, expenses, attorneys’ fees, court costs and other costs of litigation or administrative proceedings incurred by or imposed on Chick-fil-A or any subsequent

operator of the Food Truck or a like business at the Sales Location as if provided for and included under Section 27 INDEMNIFICATION of the Franchise Agreement, which will apply in full to this Agreement and the use and operation of the Food Truck, including without limitation in the event of any damage, loss or claim described in this Section 13.

The Operator's and the Operator-Owner's obligations under Subsections 13.a. and b. above (and Sections 5 and 27 of the Franchise Agreement) will apply with respect to, among other things, the Sales Location, the Food Truck and any personal property of any person or entity, any personal injury or death, any claim, demand or penalty, and any suit or other judicial or administrative proceeding arising out of or relating to or in connection with the Sales Locations, the Food Truck or this Agreement, as applicable, all of which will be the sole and exclusive responsibility of the Operator and the Operator-Owner. This section is not intended to and does not convey any benefits to any third party and does not prevent the Operator or Chick-fil-A from seeking indemnification from another third party whose actions, or the actions of such third party's employee, were the source of any injury, damage or loss. This section is in addition to any obligations of the Operator and the Operator-Owner to BALC and others that may be named in the Food Truck Lease.

14. Default; Termination.

- a. The rights granted under this Agreement are contingent upon the Franchise Agreement and this Agreement, including the Food Truck Lease, being in full force and effect and the Operator otherwise being in good standing at the effective date of this Agreement and at all times during the term of this Agreement. If prior to the expiration of the term of this Agreement, the Franchise Agreement is terminated or expires with respect to the Business or the Food Truck Lease is terminated or expires, this Agreement, including the sublease granted in Section 4 of this Agreement, will automatically terminate or expire at the same time. If the Franchise Agreement is in default at the effective date of this Agreement or at any time during the term of this Agreement (and has not been terminated), such default will also constitute a default by the Operator under this Agreement, and Chick-fil-A may terminate the Operator's rights under this Agreement, including the sublease granted in Section 4 of this Agreement, or suspend such rights until the default is cured.
- b. This Agreement and the rights granted hereunder may be terminated for a default under this Agreement, including a default under the sublease granted in Section 4 of this Agreement by reason of a default of the Food Truck Lease, without also terminating the Franchise Agreement, provided that Chick-fil-A, in the exercise of its sole and exclusive business judgment, shall have the right at its election to also terminate the Franchise Agreement as to the Business and one or more or all of any other of the Businesses operated under the Franchise Agreement by providing written notice to the Operator pursuant to the terms of the Franchise Agreement. Subject to Section 15, this Agreement and the rights granted under this Agreement, including the sublease granted in Section 4 of this Agreement (but not the obligations the Operator has undertaken thereunder, which will survive until the Operator has fully performed the same), will expire automatically upon Chick-fil-A retaking possession of the Food Truck following the expiration or termination of this Agreement and the Operator's fulfillment of the Operator's obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Operator further acknowledges and agrees that Chick-fil-A has the right, in Chick-fil-A's sole and exclusive business judgment, to terminate this Agreement, including the sublease granted in Section 4, and/or the Food Truck Program at any time for any reason or for no reason.

- c. The Operator will bear any and all risk arising from or related to termination of this Agreement. Upon termination of this Agreement, the Operator will remain liable for the then current outstanding balance of the Food Truck Usage Fee, the Food Truck Insurance Fee and any other payments due Chick-fil-A or BALC as provided in the Food Truck Lease and/or in this Agreement. The Operator agrees that upon default BALC may demand, receive and collect any monies due or falling due after the default without in any manner affecting the status of the default or any notice of suit, action, order or judgment related to the default. Upon termination of the Food Truck Lease and/or this Agreement, any payment made by the Operator to Chick-fil-A or BALC or any court will not: (i) reinstate, continue or extend the term of this Agreement; (ii) affect any notice previously given to the Operator; or (iii) operate as a waiver of the right of Chick-fil-A to obtain possession of the Food Truck by proper suit, action, proceeding or remedy. All monies collected will be deemed to be payments made in accordance with the terms of this Agreement or applied toward any outstanding balances owed by the Operator.
15. Survival. Upon the termination, expiration, or suspension of this Agreement as provided in Section 14, all obligations under this Agreement, including under the sublease granted in Section 4 of this Agreement and also including without limitation the obligations under the Franchise Agreement which are incorporated by reference into this Agreement, that expressly or by their nature are intended to survive the termination or expiration of this Agreement or the Franchise Agreement, including, but not limited to, limitations of liability, and the Operator's reporting, payment and indemnification obligations to Chick-fil-A and/or BALC, will survive the termination, expiration or suspension of this Agreement, including the sublease granted in Section 4 of this Agreement, the Food Truck Lease, and the termination of the Franchise Agreement, if applicable.
16. Communications; Notices; Designated Contact. All notices provided for in this Agreement will be deemed given on the day of hand-delivery or overnight delivery or three (3) days after being sent by registered or certified mail, if sent from the United States, or by the equivalent thereof if sent from other country or jurisdiction, return receipt requested, address to the party to be served at the following address:
- If to Chick-fil-A:
Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349-2998
Attn: Lynette E. Smith
- If to the Operator and/or the Operator-Owner:
At the address set forth on the signature page of the Franchise Agreement
- Or to such other address as may be designated by such party in a written notice to the other party.
17. Not Independent Franchise. The Operator and the Operator-Owner acknowledge and agree that the Operator's participation in the Food Truck Program and the grant of the License to use the Food Truck at the Sales Location pursuant to this Agreement is made upon the request of and as an accommodation to the Operator and the Operator-Owner in connection with the Franchise Agreement and the Business, and is entirely voluntary on the part of the Operator and the Operator-Owner and does not constitute an independent or separate franchise or franchise agreement.
18. Affirmation of Franchise Agreement and the Assignment. The Operator and the Operator-Owner acknowledge, affirm and agree to all of their respective covenants and obligations under the

Franchise Agreement and the Assignment as if entered into, undertaken and otherwise made again this day (with this Agreement, including the Food Truck License Summary and the Food Truck Lease) and reaffirm the continuing existence and validity of the Franchise Agreement and the Assignment. The Operator and the Operator-Owner covenant that, subject to their terms and conditions as modified by this Agreement, the Franchise Agreement and the Assignment are in full force and effect as of the date of this Agreement, and will remain in full force and effect, subject to their terms.

19. Operator-Owner Guaranty. Pursuant to the Assignment and this Agreement, the Operator-Owner agrees to be personally bound by, and personally liable for the breach of, each and every term and condition of the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease). Nothing contained in this Agreement will be deemed to relieve the Operator-Owner of any of the Operator-Owner's obligations contained in the Assignment or the Franchise Agreement. The Operator-Owner further agrees to, and by this instrument does hereby guarantee the performance by the Operator, in the same manner and with the same recourse against the Operator-Owner, as if the Operator-Owner were the Operator, of all of the Operator's obligations, commitments, duties and liabilities under the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease). Without limiting the above, the Operator-Owner irrevocably and unconditionally guarantees to Chick-fil-A: (i) that the Operator will pay all amounts to be paid and otherwise comply with all provisions of the Franchise Agreement, this Agreement or any other agreements with Chick-fil-A or its affiliates concerning the operation of the Businesses, including the Food Truck; and (ii) that if the Operator defaults in making any of these payments or complying with any of these provisions, the Operator-Owner will pay immediately upon demand all amounts due and owing Chick-fil-A and all damages that may arise as a result of the Operator's non-compliance.
20. Cross-Default. Any violation or breach by the Operator-Owner of any term or condition of the Assignment or the Franchise Agreement, including without limitation the provisions contained in this Agreement (including the Food Truck License Summary and the Food Truck Lease), will also constitute a violation and breach of the same term or condition by the Operator, a default by the Operator under the Assignment and the Franchise Agreement and, under its terms, grounds for termination and/or non-renewal of the Franchise Agreement and the franchise granted under the Franchise Agreement.
21. Acceptance of Risk of Food Truck Program. The Operator and the Operator-Owner acknowledge and agree that Chick-fil-A is in the development stages of the Food Truck Program and that participation in the Food Truck Program under this Agreement involves substantial risks. The Operator and the Operator-Owner acknowledge and agree that the Operator and the Operator-Owner are aware of the risks and that the Operator and the Operator-Owner agree to bear the risk of the success or failure of the Food Truck Program and the Food Truck in reliance solely on the Operator and the Operator-Owner's own business judgment.
22. Execution; Counterparts. The parties acknowledge and agree that, (i) the Food Truck License Summary is complete and accurate and forms a part of this Agreement; and (ii) this Agreement, including the Food Truck License Summary and the Food Truck Lease, as well as the Franchise Agreement and the Assignment as referenced in this Agreement, contain the entire agreement between the parties as to the subject matter hereof and fully supersedes all prior understandings, written or oral, between the parties regarding such subject matter. This Agreement may be executed in multiple counterparts and at various times and at various places by the several parties to this Agreement, all of which counterparts taken together will be deemed as one original.

Executed copies of this Agreement, whether delivered by electronic transmission or otherwise, will be deemed to be as effective as original signatures.

[The Signature Page Follows]

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

CHICK-FIL-A, INC.

By: _____

Title: _____

Date: _____

OPERATOR

By: _____

Name: _____

Title: _____

Date: _____

OPERATOR-OWNER:

Printed Name: _____

Date: _____

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT
Exhibit "A"

Food Truck License Summary Form

1. The Operator's name and the designated Business (pursuant to Background Paragraph A): _____

2. Commencement Date (pursuant to Section 5): _____
3. Any termination date of this Agreement earlier than the Thirty-First day of December following the Effective Date (pursuant to Section 2): _____
4. Items that may be produced, offered and sold from the Food Truck (pursuant to Sections 7.a and b): _____

5. Items that may be offered and sold from the Food Truck, but must be produced at the Operator's Business (pursuant to Sections 7.a and b): _____
6. Monthly Food Truck Usage Fee (pursuant to Section 7.c): \$ _____ **(as the amount may be amended), plus all applicable mileage surcharge or pass-through costs and expenses for excessive miles per the terms of the Food Truck Lease**
7. Monthly Food Truck Insurance Fee (pursuant to Section 7.l, and subject to adjustment to reflect changes in Chick-fil-A's insurance premiums): \$ _____ **(as the amount may be amended)**
8. Monthly Food Truck Reporting Obligations (pursuant to Section 12) including (i) mileage of the Food Truck, (ii) any damage incurred with respect to the Food Truck, (iii) any maintenance or repairs performed with respect to the Food Truck, and (iv) as otherwise required under the Agreement.
9. Additional Terms/Information: _____

FOOD TRUCK LICENSE AND SUBLEASE AGREEMENT

Exhibit “B”

Food Truck Lease

EXHIBIT “B-1”

ASSIGNMENT AND CONSENT TO ASSIGNMENT AGREEMENT (CORPORATION)

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

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

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

By: _____
Andrew T. Cathy, Chief Executive Officer

Witness

(CORPORATE SEAL)

"Assignor" (Assigning Operator)

Witness

"Initial Business"

Chick-fil-A at _____
(store name, alpha code & number)
address _____
city, state _____

"Additional Business", if any

Chick-fil-A at _____
(store name, alpha code & number)
address _____
city, state _____

"Assignee"

[_____]

By: _____
Print Name: _____
Title: _____

Witness

(CORPORATE SEAL)

WITNESSETH:

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

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

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

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

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

**SECTION 1 – ASSIGNMENT
AND ASSUMPTION**

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

Symbol of Success, Champions Club, or other similar programs, subject to the terms and conditions therein.

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

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

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

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

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

SECTION 3 – ENTITY NAME

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

SECTION 4 – LIMITATIONS ON TRANSFER

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

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

Agreement, the term "equity interest(s)" shall include direct or indirect interest in the equity of Assignee or the business risk of the Business including, but not limited to, interests allegedly denominated as debt but which in substance encompass the type of risk-taking interest described herein.

SECTION 5 – INDUCEMENTS AND CONDITIONS TO CONSENT

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

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

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

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

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

encompass the type of risk-taking interest described herein.

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

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

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

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

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

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

all rights and remedies available to it including termination of the Franchise and the Assignment.

5.3 Pursuant to Section 2.5(b) of the Franchise Agreement and Section 2.3 of each attached Lease to the Franchise Agreement and Section 4(c) of any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite, if and when Assignor dies or becomes disabled to the extent that Assignor is unable to perform his or her obligations under the Franchise or the Assignment, then the Franchise and the Assignment shall automatically terminate without any notice to Assignor or Assignee and the Assignment shall automatically be deemed null and void.

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

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

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

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

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

SECTION 6 – MISCELLANEOUS

6.1 The parties' respective successors, assigns, heirs and personal representatives shall be bound by the terms and conditions of the Assignment. All obligations, agreements, representations and warranties made by more than one party herein shall be joint and several whether or not stipulated in the relevant paragraph herein.

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

6.3 Assignor and Assignee agree that all notices to Assignee shall be made pursuant to Section 28.1 of the Franchise Agreement and, as applicable, Section 14.1 of each attached Lease to the Franchise Agreement and shall be delivered to Assignee, at Assignor's address, listed on the cover page of the Assignment as provided for under the Franchise Agreement and, as applicable, the attached Lease(s) to the Franchise Agreement and any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite.

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

6.5 In the enforcement of any of its rights against Assignor, Chick-fil-A may proceed as if Assignor were the primary obligor under the Franchise. Assignor waives any right to require Chick-fil-A to first proceed against Assignee or to proceed against or exhaust any rights or security (if any) held by Chick-fil-A or to pursue any other remedy available to it before proceeding against Assignor. No dealings between Chick-fil-A and Assignee shall exonerate, release, discharge or in any way reduce the obligations of Assignor hereunder, in whole or in part and in particular and without limiting the generality of the foregoing, Chick-fil-A may modify or amend the Franchise, grant any indulgence, release, postponement or extension of time, waive any term or condition of the Franchise, or any obligation of Assignee, take or release any securities or other guarantees for the performance by Assignee of any of

its obligations, and otherwise transact with and/or pursue its remedies against Assignee as Chick-fil-A may elect without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmance or disclaimer of the Assignment or the Franchise, Assignor shall continue to be fully liable under the Franchise and the Assignment.

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

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

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

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

6.10 Assignor and Assignee acknowledge and agree that they each have and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where

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

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

EXHIBIT "A"

<u>Stockholder Name</u>	<u>Address</u>	<u>Percentage of Equity Interest in Corporation</u>

EXHIBIT “B-2”

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

**ASSIGNMENT AND CONSENT TO
ASSIGNMENT AGREEMENT**
(Limited Liability Company)

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

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

By: _____
Andrew T. Cathy, Chief Executive

Witness

Officer (CORPORATE SEAL)

"Assignor" (Assigning Operator)

Witness

"Initial Business"

Chick-fil-A at _____
(store name, alpha code & number)
address _____
city, state _____

"Additional Business", if any

Chick-fil-A at _____
(store name, alpha code & number)
address _____
city, state _____

"Assignee"

[_____]

By: _____
Print Name: _____
Title: _____

Witness

WITNESSETH:

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

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

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

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

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

SECTION 1 – ASSIGNMENT AND ASSUMPTION

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

Symbol of Success, Champions Club, or other similar programs, subject to the terms and conditions therein.

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

SECTION 2 – CONTINUING OBLIGATIONS AND GUARANTY OF ASSIGNOR

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

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

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

SECTION 3 – ENTITY NAME

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

SECTION 4 – LIMITATIONS ON TRANSFER

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

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

Agreement, the term "equity interest(s)" shall include direct or indirect interest in the equity of Assignee or the business risk of the Business including, but not limited to, interests allegedly denominated as debt but which in substance encompass the type of risk-taking interest described herein.

SECTION 5 – INDUCEMENTS AND CONDITIONS TO CONSENT

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

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

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

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

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

(2) All certificates representing membership interests in the Company during the term of the Franchise shall have affixed to them a legend substantially in the following form:

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

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

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

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

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

5.3 Pursuant to Section 2.5(b) of the Franchise Agreement and Section 2.3 of each attached Lease to the Franchise Agreement and Section 4(c) of any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite, if and when Assignor dies or becomes disabled to the extent that Assignor is unable to perform his or her obligations under the Franchise or the Assignment, then the Franchise and the Assignment shall automatically terminate without any notice to Assignor or Assignee and the Assignment shall automatically be deemed null and void.

5.4 Assignor and Assignee hereby agree to promptly provide Chick-fil-A copies of the articles of organization and the limited liability company operating agreement of Assignee and all the holders of all legal and beneficial interest in Assignee upon the written request of Chick-fil-A.

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

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

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

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

SECTION 6 – MISCELLANEOUS

6.1 The parties' respective successors, assigns, heirs and personal representatives shall be bound by the terms and conditions of the Assignment. All obligations, agreements, representations and warranties made by more than one party herein shall be joint and several whether or not stipulated in the relevant paragraph herein.

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

6.3 Assignor and Assignee agree that all notices to Assignee shall be made pursuant to Section 28.1 of the Franchise Agreement and, as applicable, Section 14.1 of each attached Lease to the Franchise Agreement and shall be delivered to Assignee, at Assignor's address, listed on the cover page of the Assignment as provided for under the Franchise Agreement and, as applicable, the attached Lease(s) to the Franchise Agreement and any Concession Sublicense Agreement for a Satellite Unit attached to any Additional Business Amendment for a Satellite.

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

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

may elect without affecting, lessening or limiting in any way the liability of Assignor. Notwithstanding any assignment for the general benefit of creditors or any bankruptcy or other act of insolvency by Assignee and notwithstanding any rejection, disaffirmance or disclaimer of the Assignment or the Franchise, Assignor shall continue to be fully liable under the Franchise and the Assignment.

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

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

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

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

6.10 Assignor and Assignee acknowledge and agree that they each have and will continue to develop a substantial and continuing relationship with Chick-fil-A at its offices in the State of Georgia, where Chick-fil-A's decision-making authority is vested and where its franchise System operations are conducted and supervised. The parties to the Assignment agree

that if any controversy or claim between them arises out of or relates to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A and results in threatened or pending litigation, then the United States District Court for the Northern District of Georgia, Atlanta Division or, in the event there is no such jurisdiction or the case cannot otherwise be removed or heard in such court, the Superior Court of Fulton County, Georgia shall have exclusive jurisdiction to hear and decide such matters, each party hereby submits and consents to the jurisdiction of such courts, and each party hereby agrees to commence, conduct and conclude such matters only in such courts. The parties further acknowledge and agree that the courts identified above are convenient forums for the litigation of any controversy or claim which may arise out of or relate to the Assignment, the Franchise or the relationship between or among Assignor, Assignee and Chick-fil-A, and agree not to claim, assert or argue that such courts do not have jurisdiction or are inconvenient forums. Assignor and Assignee hereby waive any and all objections to the exclusive personal jurisdiction of the Fulton County, Georgia Superior Court and the

United States District Court for the Northern District of Georgia, Atlanta Division, and further waive any and all objections to the jurisdiction of and venue in such courts, in and for all cases and controversies relating to or arising out of the Assignment, the Franchise and/or the relationship between or among Assignor, Assignee and Chick-fil-A. This exclusive choice of jurisdiction and venue provision governs except that claims for injunctive relief may be brought by Chick-fil-A in any appropriate jurisdiction where Assignor and/or Assignee are located. This exclusive choice of jurisdiction and venue provision also shall not restrict the ability of any party to enforce any judgment, award or order in any appropriate jurisdiction or to obtain the full faith and credit of any judgment, award or order obtained.

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

EXHIBIT “A”

<u>Member Name</u>	<u>Address</u>	<u>Percentage of Equity Interest in LLC</u>

EXHIBIT “C”

**CONSOLIDATED FINANCIAL
STATEMENTS OF CHICK-FIL-A, INC.**

Chick-fil-A, Inc.

Consolidated Financial Statements

December 31, 2023, 2022, and

2021, ~~and 2020~~

Chick-fil-A, Inc.
Index
December 31, 2023, 2022, and 2021, ~~and 2020~~

	Page(s)
Report of Independent Auditors.....	1-2
Consolidated Financial Statements	
Balance Sheets.....	3-4
Statements of Comprehensive Earnings.....	5
Statements of Stockholders' Equity	6
Statements of Cash Flows.....	7
Notes to Financial Statements.....	~~8-3~~ <u>78-</u>



Report of Independent Auditors

To the Board of Directors of Chick-fil-A, Inc.:

Opinion

We have audited the accompanying consolidated financial statements of Chick-fil-A, Inc. and its subsidiaries (the “Company”), which comprise the consolidated balance sheets as of December 31, 2023 and 2022 ~~and 2021~~, and the related consolidated statements of comprehensive earnings, stockholders’ equity and cash flows for ~~each of the three~~ years then ended, including the related notes (collectively referred to as 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 December 31, 2023 and 2022 ~~and 2021~~, and the results of its operations and its cash flows for ~~each of the three~~ years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US 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 audit. 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 accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of 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 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 US 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.



~~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 US 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.

(Mod)
PricewaterhouseCoopers LLP

Atlanta, Georgia
March ~~24~~²², ~~2023~~²⁰²⁴

(Mod)

Chick-fil-A, Inc.

Consolidated Balance Sheets

December 31, ~~2023~~ and ~~2022~~ ~~and 2021~~

	~~2022~~ 2023	~~2021~~ 2022
Assets		
	\$	
Cash and cash equivalents	~~1,962,994,244~~ 1,266,114,339	~~\$2,005,572,952~~ 1,962,197,181,397
Receivables, net	~~197,181,397~~ 202,801,459	~~226,679,892~~ 197,181,397
Inventories	~~50,943,354~~ 55,818,954	~~24,525,262~~ 50,943,354
Property and equipment, at cost		
Leased to restaurant franchisees		
Land	~~894,071,911~~ 933,955,993	~~838,434,625~~ 894,071,911
Operating lease assets	~~2,746,705,817~~ 2,829,610,368	~~2,697,077,670~~ 2,746,705,817
Finance lease and other assets	~~1,254,444,533~~ 1,577,201,914	~~900,173,525~~ 1,254,444,533
Buildings	~~2,018,083,267~~ 2,424,054,415	~~1,790,553,383~~ 2,018,083,267
Leasehold improvements	~~3,980,870,753~~ 4,832,258,331	~~3,383,789,453~~ 3,980,870,753
Fixtures and equipment	~~1,589,067,412~~ 1,906,723,022	~~1,300,293,434~~ 1,589,067,412
Office land, buildings, fixtures, and equipment	~~908,579,217~~ 1,131,731,945	~~752,705,913~~ 908,579,217
Equipment in storage and construction in progress	~~504,435,612~~ 759,224,800	~~324,980,396~~ 504,435,612
Corporate leases, operating lease assets	~~48,458,212~~ 48,822,249	~~39,346,826~~ 48,458,212
Corporate leases, finance lease assets	~~49,797,929~~ 99,037,750	~~34,428,271~~ 49,797,929
	~~13,994,523,663~~ 16,542,620,787	~~12,061,693,496~~ 13,994,523,663
Less: Accumulated depreciation and amortization	~~3,561,569,414~~ 4,284,403,219	~~2,900,120,234~~ 3,561,569,414
Property and equipment, net	~~10,432,954,249~~ 12,258,217,568	~~9,161,573,262~~ 10,432,954,249
Investments	~~349,607,659~~ 439,325,997	~~368,164,486~~ 349,607,659
Prepaid expenses and other assets	~~166,507,485~~ 186,057,127	~~121,669,717~~ 166,507,485
Cash surrender value of life insurance	~~67,286,857~~ 78,330,986	~~65,876,059~~ 67,286,857
	\$	
Total assets	~~13,227,475,242~~ 14,486,666,430	~~\$11,974,061,630~~ 13,227,475,242

Chick-fil-A, Inc.

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.

Consolidated Balance Sheets December 31, 2023 and 2022 ~~and 2021~~

	<u>2023</u>	<u>2022</u>
Liabilities and Stockholders' Equity		
Accounts payable		
Trade payables and other	\$ <u>774,927,162</u>	\$ <u>638,969,319</u>
Restaurant activity liability	<u>227,330,457</u>	<u>203,555,745</u>
Due to restaurant franchisees	<u>137,268,281</u>	<u>107,128,724</u>
Total accounts payable	<u>1,139,525,900</u>	<u>949,653,788</u>
Notes payable	<u>2,576,504,662</u>	<u>2,694,324,741</u>
Operating lease liabilities	<u>2,727,263,276</u>	<u>2,751,877,548</u>
Finance lease liabilities	<u>1,187,399,175</u>	<u>887,195,571</u>
Accrued expenses and obligations	<u>985,482,038</u>	<u>1,052,309,383</u>
Deferred income taxes	<u>379,914,000</u>	<u>274,326,100</u>
Financing obligations	<u>14,911,824</u>	<u>13,024,539</u>
Franchisees' deposits	<u>9,864,876</u>	<u>9,511,617</u>
~~Income taxes~~ <u>Dividends</u> payable	<u>5,757,999</u>	<u>26,396,999</u>
<u>Dividends</u> ~~Income taxes~~ payable	<u>119,744</u>	<u>120,586</u>
Total liabilities	<u>\$9,026,743,494</u>	<u>\$8,748,740,872</u>
Commitments and contingencies (Note 14)		
Stockholders' equity		
Common stock		
Voting shares of \$.01 par value; 20,000,000 shares authorized; 110,806 shares in <u>2023 and 2022</u> ~~and 2021~~ issued and outstanding	1,108	1,108
Nonvoting shares of \$.01 par value; 180,000,000 shares authorized; <u>70,545,501 shares issued and 56,162,573 shares outstanding in 2023 and 74,144,035 shares issued and 59,761,107 shares outstanding in 2022 and 74,565,171 shares issued and 60,182,243 shares outstanding in 2021</u>	<u>741,440</u>	<u>745,652</u>
<u>Preferred stock, \$.01 par value; 3,000,000 shares authorized; 2,733,225 shares issued and outstanding in 2023 and 2,733,225 shares issued and outstanding in 2022</u>	<u>27,332</u>	<u>27,332</u>
Treasury ~~Stock~~ <u>stock</u> , nonvoting shares at par value	(143,829)	(143,829)
Additional paid-in capital	<u>1,488,718</u>	<u>1,488,775</u>
Accumulated other comprehensive loss	<u>(197,932,424)</u>	<u>(279,446,144)</u>
Retained earnings	<u>4,396,576,735</u>	<u>3,502,675,196</u>
Total stockholders' equity	<u>4,200,731,748</u>	<u>3,225,320,758</u>
Total liabilities and stockholders' equity	<u>\$13,227,475,242</u>	<u>\$11,974,061,630</u>

Chick-fil-A, Inc.

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.

Consolidated Statements of Comprehensive Earnings Years Ended December 31, 2023, 2022, and 2021, ~~and 2020~~

Chick-fil-A, Inc.		20222023	20212022	20202021
Revenue and income				
Revenue and income from restaurants				
Franchise fees	\$	\$		\$
Rental income				
Company-operated restaurant sales				
Licensee fees				
Product sales				
Other income				
Total revenue and income				
Costs and expenses				
Cost of sales, including cost of sales				
Selling, general, and administrative expenses				
Depreciation and amortization				
Interest				
Total costs and expenses				
Earnings before income taxes				
Income taxes				
Net earnings				
Other comprehensive				
Pension plans				
Postretirement medical plan				
Foreign currency translation				
Derivative financial instruments				
Other comprehensive earnings (loss), before income taxes				
Income taxes				
Other comprehensive earnings (loss), net of income taxes				
Comprehensive earnings				

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.

Consolidated Statements of Stockholders' Equity Years Ended December 31, 2023, 2022, and 2021, ~~and 2020~~

	Common Stock		Additional		Accumulated		
	Voting	Nonvoting	Stock, at Par	Capital	Other Loss	Earnings	Total
Balances at December 31, 2019	\$ 1,108	\$ 902,676	\$ (143,829)	\$ 2,174,142	\$ (111,693,195)	\$ 3,479,105,488	\$ 3,370,346,390
Comprehensive (loss)-earnings	—	—	—	—	(126,866,068)	842,755,758	715,889,690
Dividends	—	—	—	—	—	(123,805)	(123,805)
Purchase and retirement of 14,092,838 shares of treasury stock	—	(140,928)	—	(685,268)	—	(1,773,908,893)	(1,774,735,089)
Balances at December 31, 2020	1,108	761,748	(143,829)	1,488,874	(238,559,263)	2,547,828,548	2,311,377,186
Comprehensive (loss)-earnings	—	—	—	—	(40,886,881)	1,238,904,771	1,198,017,890

	Common Stock		Preferred Stock	Treasury Stock, at Par	Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total
	Voting	Nonvoting						
Balances at December 31, 2020	\$ 1,108	\$ 761,748	—	\$ (143,829)	\$ 1,488,874	\$ (238,559,263)	\$ 2,547,828,548	\$ 2,311,377,186
Comprehensive (loss)	—	—	—	—	—	(40,886,881)	1,238,904,771	1,198,017,890
Dividends	—	—	—	—	—	—	(120,586)	(120,586)
Purchase and retirement of 1,609,586 shares of treasury stock	—	(16,096)	—	—	(99)	—	(306,397,810)	(306,414,005)
Adoption of ASC 842-4	—	—	—	—	—	—	22,460,273	22,460,273
Balances at December 31, 2021	1,108	745,652	—	(143,829)	1,488,775	(279,446,144)	3,502,675,196	3,225,320,758
Comprehensive (loss) earnings	—	—	—	—	—	81,513,720	988,734,304	1,070,248,024
Dividends	—	—	—	—	—	—	(119,744)	(119,744)
Purchase and retirement of 421,136 shares of treasury stock	—	(4,212)	—	—	(57)	—	(94,713,063)	(94,717,332)
Other adjustments	—	—	—	—	—	—	42	42
Balances at December 31, 2022	\$ 1,108	\$ 741,440	—	\$ (143,829)	\$ 1,488,718	\$ (197,932,424)	\$ 4,396,576,735	\$ 4,200,731,748
Comprehensive earnings	—	—	—	—	—	22,756,935	1,057,994,661	1,080,751,596
Dividends	—	—	—	—	—	—	(18,862,470)	(18,862,470)
Purchase and retirement of 865,309 shares of treasury stock	—	(8,653)	—	—	—	—	(169,028,249)	(169,036,902)
Non-cash exchange of common stock for preferred	—	(27,332)	27,332	—	535,684,539	—	(535,684,539)	—
Adoption of ASC 326 ⁽²⁾	—	—	—	—	—	—	(920,749)	(920,749)
Other adjustments	—	—	—	—	—	—	(225,095)	(225,095)
Balances at December 31, 2023	\$ 1,108	\$ 705,455	\$ —	\$ —	\$ 537,173,257	\$ —	\$ 4,729,850,294	\$ 5,092,438,128

Chick-fil-A, Inc.

(1) [Refer to Note 1 **Summary of Significant Accounting Policies** for further details.](#)

(12) Accounting Standards Codification ("ASC") ~~842, "Leases"~~[326, "Financial Instruments – Credit Losses."](#) Refer to Note 1 **Summary of Significant Accounting Policies** for further details.

The accompanying notes are an integral part of these consolidated financial statements.

Chick-fil-A, Inc.
Consolidated Statements of Cash Flows
Years Ended December 31, 2022, 2021, and 2020

	2022	2021	2020
Cash flows from operating activities			
Deferred income taxes			
Prepaid expenses and other assets			
Net cash provided by operating activities			
Cash flow from investing activities			
Proceeds from investments			
Purchase of treasury stock			
Payment of notes payable issuance costs			
Dividends paid			

(Del)			
Supplemental disclosures of cash			
Cash paid during the year for:			
Income taxes	\$ 290,608,812	\$ 360,457,488	\$ 180,845,207
Interest	107,627,016	93,864,210	58,098,983
Supplemental disclosure of noncash transactions financing and investing activities			
Property and equipment acquired under	\$	\$ —	\$ 37,688,542
Change in unpaid acquisitions of property and equipment	49,086,852	29,725,709	11,229,321
Change in unpaid hedge premiums	1,485,360	—	—

Chick-fil-A, Inc.

Consolidated Statements of Cash Flows Years Ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Cash flows from operating activities			
Net earnings	\$	\$	\$ 1,238,904,771
Adjustments to reconcile net earnings to net cash provided by operating activities			
Depreciation and amortization	864,699,465	706,100,732	585,642,930
Amortization of operating leases	127,965,101	124,274,339	123,281,121
Loss on disposal of property and equipment	79,148,723	61,702,582	39,763,188
Deferred income taxes	59,386,075	66,483,500	17,979,971
(Gain) loss on investments	(28,146,799)	77,904,532	(30,474,814)
Noncash interest expense	709,999	738,522	749,256
Changes in assets and liabilities			
Receivables	(6,038,525)	30,218,226	(98,836,492)
Investments	(4,870,491)	(26,418,092)	(4,625,790)
Prepaid expenses and other assets	(37,838,348)	(95,088,403)	(51,492,518)
Accounts payable	68,675,581	52,325,330	284,036,253
Accrued expenses and obligations	146,975,894	54,919,165	160,680,142
Operating lease liabilities	(102,919,364)	(102,362,843)	(95,645,553)
Income taxes receivable/payable	(5,757,999)	(20,639,000)	31,158,316
Franchise deposits	386,284	353,259	252,804
Net cash provided by operating activities	2,220,370,257	1,919,246,153	2,201,373,585
Cash flow from investing activities			
Net earnings	(2,445,142,582)	(1,667,922,292)	(1,314,742,958)
Adjustments to reconcile net earnings to net cash provided by investing activities	12,190,632	8,745,216	9,497,090
Depreciation and amortization	(30,338,578)	(33,003,997)	(20,567,633)
Amortization of operating leases	1,844,732	9,272,642	(12,072,596)
Loss on disposal of property and equipment	(61,026,963)	(51,498,138)	(36,154,182)
Loss on investments	37,928,000	7,487,068	3,691,609
Noncash interest expense	(2,484,544,759)	(1,726,919,501)	(1,370,348,670)
Changes in assets and liabilities			
Receivables	—	—	299,737,433
Investments	(224,459,580)	(118,558,601)	(310,199,337)
Accounts payable	(169,036,902)	(94,717,332)	(306,414,005)
Accrued expenses and obligations	—	—	—
Operating lease liabilities	(30,838,815)	(22,317,936)	(17,561,601)
Income taxes receivable/payable	(9,494,705)	(120,586)	(123,805)
Franchise deposits	—	—	299,737,433
Purchase of property and equipment	—	—	(1,100,268)
Proceeds from sale of property and equipment	—	1,901,352	9,768,575
Premiums and investments made in Company-owned life insurance policies	(433,830,002)	(233,813,103)	(325,893,008)
Change in notes receivable	1,124,602	(1,092,260)	(101,163)
Contributions to investments	—	—	—
Proceeds from investments	(696,879,902)	(42,578,711)	505,030,744
Net cash used in investing activities	1,962,994,241	2,005,572,952	1,500,542,208
Beginning of year	\$	\$	\$ 2,005,572,952
End of year	\$	\$	\$ 2,005,572,952
Supplemental disclosures of cash			
Cash paid during the year for:			
Income taxes	\$ 125,184,639	\$ 107,627,016	\$ 93,864,210
Interest			
Supplemental disclosure of noncash transactions financing and investing activities			
Change in unpaid acquisitions of property	\$	\$	\$
Change in unpaid hedge premiums	—	1,485,360	—
Dividends declared and not paid	9,487,509	119,744	120,586

The accompanying notes are an integral part of these consolidated financial statements.

Dividends declared and not paid	119,744	120,586	123,805

Chick-fil-A, Inc.

~~The accompanying notes are an integral part of these consolidated financial statements.~~

1. Summary of Significant Accounting Policies

Nature of Business

Chick-fil-A, Inc. and subsidiaries (collectively referred to as “the Company”, “we”, and “our”) provides consulting services and leases property, equipment, and leasehold improvements to franchisees of Chick-fil-A restaurants. The Company is primarily a franchisor, however during periods where a restaurant is without a franchisee, the Company operates the restaurant on a temporary basis as a company-operated location. Our franchised and company-operated restaurants are located in 48 states throughout the United States and District of Columbia.

As of December 31, ~~2022~~2023, the Company operates ~~ten~~ franchised locations outside of the United States, ~~seven of which are currently~~ in Canada and ~~three in~~ Puerto Rico. The Company is actively exploring opportunities to continue franchised restaurant growth in Canada and Puerto Rico as well as opportunities to continue expansion into other international locations in the future.

At December 31, 2023, 2022, and 2021, ~~and 2020~~, there were 2,576, 2,429, and 2,325, ~~and 2,219~~ franchised and company-operated Chick-fil-A restaurants, respectively. Total system-wide sales generated from these restaurants during the years ended 2023, 2022, and 2021, ~~and 2020~~ approximated \$~~18,814,024,000~~21,585,752,000, \$~~16,673,679,000~~18,814,024,000, and \$~~13,703,568,000~~16,673,679,000, respectively.

The Company also licenses our brand through strategic partnerships with contract food service management companies. There were 414, 395, and 392, ~~and 389~~ outlets operating as of December 31, 2023, 2022, and 2021, ~~and 2020~~, respectively, the majority of which are located in airports and on college campuses. The Company's licensed operating outlets are located throughout the United States and District of Columbia.

Additionally, the Company ~~has developed our own~~operates distribution ~~capabilities~~centers to provide restaurants with ingredients, packaging, and other supplies. The Company currently operates ~~two full-scale distribution facilities (“regional distribution centers”) and one smaller-scale distribution facility (“market distribution center”).~~ The Company throughout the United States and plans to continue expanding our distribution capabilities by opening additional distribution centers. ~~The Company plans to open one additional market distribution center in 2023 and two additional regional distribution centers in 2024 in the future.~~

The Company operates a production facility in Valencia, California to produce and package freshly squeezed and pasteurized lemon juice for sale and distribution to our restaurants. The production facility ~~opened in September 2020 and~~ currently supplies lemon juice for Chick-fil-A restaurants chainwide.

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the U.S. (“U.S. GAAP”). The accompanying consolidated financial statements include the accounts of Chick-fil-A, Inc. and our wholly owned subsidiaries, and those subsidiaries in which we have a controlling financial interest. Investments in other entities where we do not have a controlling financial interest, but where we exert significant influence are accounted for in our consolidated financial statements using the equity method of accounting. See Note 11 for additional information regarding the Company's equity method investments. All intercompany balances and transactions have been eliminated in consolidation.

Basis of Presentation

The Company has adopted the practice of presenting an unclassified balance sheet which, in the opinion of management, more appropriately reflects the nature of the Company's operations.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

~~Effective in 2022, the Company changed the presentation of several items on the accompanying consolidated statements of comprehensive earnings to better align with the operations of the business. Revenue and income from restaurants now include sales from company-operated restaurants and fees earned from our contract food service licensee partners which had been included within Other sales, including company-operated restaurant sales and Other income in previous reporting periods, respectively. Additionally, Selling, general, and administrative expenses now include charitable giving and scholarships, which had been disclosed in a separate line item in previous years. The Company reclassified prior period results to conform with the current period presentation. These reclassifications only impacted presentation on the accompanying statements of comprehensive earnings and did not have any impact on the consolidated financial results for any period presented.~~

Use of Estimates

The preparation of the financial statements in conformity with U.S. GAAP requires management of the Company to make a number of estimates and assumptions relating to the reporting of assets and liabilities and income and expenses and the disclosure of contingent assets and liabilities. Actual results could differ from those estimates.

Risks and Uncertainties

The Company's results of operations are impacted by certain risks and uncertainties, including general economic conditions which may either positively or negatively impact sales at our franchised and company-operated restaurant locations.

Recently Issued Accounting Guidance

Recently Adopted Accounting Pronouncements

~~*Lease Accounting*~~

~~The Company adopted ASU 2016-02, *Leases* on January 1, 2021. ASU 2016-02, along with subsequent clarifications and improvements (collectively, ASC 842), supersedes all existing guidance on leases. ASC 842 requires lessees to recognize a liability for lease obligations, which represents the discounted obligation to make future lease payments, and a corresponding right-of-use asset on the consolidated balance sheets. The guidance requires disclosure of key information about leasing arrangements that is intended to give financial statement users the ability to assess the amount, timing, and potential uncertainty of cash flows related to leases.~~

~~The Company elected the optional transition method to apply the standard as of the effective date and therefore, we have not applied the standard to the comparative periods presented on our consolidated financial statements. The Company also elected the package of transition expedients available for expired or existing contracts, which allows the carry-forward of historical assessments of (1) whether contracts are or contain leases, (2) lease classification, and (3) initial direct costs. We have elected to not apply the hindsight expedient when adopting ASC 842.~~

Reference Rate Reform

In March 2020, the [Financial Accounting Standards Board \("FASB"\)](#) issued [Accounting Standards Update \("ASU"\)](#) No. 2020-04, *Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting*. ASU 2020-04, [combined with all subsequent amendments \(collectively, ASC 848\)](#) provides optional expedients and exceptions to simplify the accounting for contracts, hedging relationships, and other transactions affected by reference rate reform that meet certain criteria. ~~In December 2022, the FASB issued ASU 2022-06, *Reference Rate Reform (Topic 848): Deferral of Sunset Date of Topic 848*, which extends the applicability of ASC 848 [applies](#) to contracts entered into prior to or existing on December 31, 2024 and allows for elections to be made at different points in time. The Company elected to adopt certain expedients made available by this ASU [as of the](#)~~

~~effective date~~ for both our amended Credit Facilities as well as our interest rate swap arrangements. Refer to Note 5 for additional details.

Pension Benefit Arrangements

The Company adopted ASU 2018-14, *Compensation-Retirement Benefits-Defined Benefit Plans-General (Subtopic 715-20): Disclosure Framework-Changes to the Disclosure Requirements for Defined Benefit Plans* on January 1, 2022. ASU 2018-14 adds, removes and clarifies the disclosure requirements for employers that sponsor defined benefit pension or other postretirement plans. Adoption of this ASU did not have a significant impact on the Company's disclosures.

~~Recent Accounting Pronouncements Not Yet Adopted~~

Current Expected Credit ~~Loss~~Losses

~~In June 2016, the FASB issued~~The Company adopted ASU No. 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments*~~–ASU 2016-13, along with subsequent and related~~ clarifications and improvements (collectively, ASC 326); on January 1, 2023 using a modified retrospective approach. ASC 326 replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ~~ASC 326 is~~Upon adoption of ASC 326 the Company recorded an increase to our allowance for credit losses of approximately \$1,217,000 with a corresponding adjustment to retained earnings, which is recorded net of an approximately \$296,000 deferred income tax impact. The cumulative-effect adjustment to retained earnings is reflected in the accompanying consolidated statement of stockholders' equity for the year ended December 31, 2023.

Recently Accounting Pronouncements Not Yet Adopted

Income Taxes

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires that an entity, on an annual basis, disclose additional income tax information, primarily related to the rate reconciliation and income taxes paid disclosures. The amendment in the ASU is intended to enhance the transparency and decision usefulness of income tax disclosures. The amendments in this Update are effective for ~~the Company~~ annual periods beginning ~~January 1, 2023. We are~~ after December 15, 2025. The Company is currently evaluating the impact of ~~this~~ the new standard on our consolidated financial statements.

Recognition of Revenue and Income

Revenue and income are presented in the following categories: (1) Revenue and income from restaurants, (2) Product sales, and (3) Other income.

Recognition of Revenue and Income from Restaurants

Revenue and income from restaurants on the accompanying statements of comprehensive earnings consist of (1) fees earned from restaurant franchisees, less franchisee incentives and reimbursements, (2) rental income earned ~~from~~ under leases of real estate and equipment to ~~the Company's~~ franchisees, (3) sales from company-operated restaurants and (4) fees earned from our licensee partner arrangements.

The Company's franchise agreement requires franchisees to pay an initial upfront fee as well as continuing rent and royalty payments. The Company's continuing royalties from ~~domestic~~ franchisees are comprised of a base operating service fee and an additional operating service fee, collectively referred to as the "franchise fees". ~~The~~ Domestically, the base operating service fee is calculated as 15% of franchised restaurant sales, less amounts charged to franchisees for equipment rentals and business services fees. For the years ending December 31, 2023, 2022, and 2021, ~~and 2020~~, the Company recorded total consolidated base operating service fees of approximately \$~~2,636,463,000~~ 3,047,244,000, \$~~2,342,515,000~~ 2,636,463,000, and \$~~1,916,656,000~~ 2,342,515,000, respectively. The additional operating service fee is calculated as 50% of the net profit of franchised restaurants, as defined by the franchise agreement. For ~~domestic restaurants with net losses (after deduction of the base operating service fee and a base profit to be retained by the franchisee), it has been the Company's practice to reduce the base operating service fee to the extent necessary to reduce the net operating loss of the restaurant to zero at the end of the calendar year. For~~ the years ending December 31, 2023, 2022, and 2021, ~~and 2020~~, the Company recorded

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

total consolidated additional operating service fees of approximately \$~~935,145,000~~1,179,506,000, \$~~1,173,441,000~~935,145,000, and \$~~867,326,000~~1,173,441,000, respectively. The franchise fees are charged to franchisees monthly and the Company recognizes revenue over time as underlying restaurant sales occur.

The Company offers various incentive programs to franchisees. The Company records the costs of certain franchisee incentives as reductions of franchise fee revenue in the period the incentives are earned. For the years ended December 31, 2023, 2022, and 2021~~, and 2020~~, the Company recorded total franchisee incentives of \$~~35,968,000~~61,824,000, \$~~94,377,000~~35,968,000, and \$~~162,151,000~~94,377,000, respectively. For the ~~years~~year ended December 31, 2021 ~~and 2020~~, franchisee incentives included amounts awarded to certain qualifying franchisees through varying relief programs established in response to the negative impacts of COVID-19 on restaurant operations.

The Company either purchases and develops our free-standing restaurants or leases the ~~land~~real estate and/or retail space from third-party developers under long-term lease agreements. Domestically, the Company leases or subleases these properties to franchisees under month-to-month lease arrangements and payments due from franchisees are subject to a cap equal to 6% of restaurant sales. The Company additionally purchases or leases equipment and leases or

subleases to franchisees on a month-to-month basis. Both real estate and equipment rental payments are charged to franchisees monthly. Income ~~generated from~~earned under the Company's franchisee lease arrangements is recorded within Rental income on the accompanying consolidated statements of comprehensive earnings and is recognized in accordance with ASC 842, *Leases*. See Note 10 for additional information.

Additionally, the Company incurs property tax charges ~~for~~associated with our restaurant real estate and equipment and passes such charges to franchisees for reimbursement. The Company presents property tax expenses and the associated franchisee reimbursements gross on the accompanying consolidated statements of comprehensive earnings. For the years ended December 31, 2023, 2022, and 2021, ~~and 2020~~, the Company recognized property tax income of approximately \$~~85,402,000~~95,000,000, \$~~77,507,000~~85,402,000, and \$~~69,567,000~~77,507,000, respectively, within Rental income on the consolidated statements of comprehensive earnings.

All restaurants temporarily without a franchisee are considered company-operated restaurants. Sales and expenses relating to company-operated restaurants are reflected in the accompanying consolidated ~~financial~~ statements of comprehensive earnings for the period operated ~~and are reported~~. Revenue is recognized at the point-of-sale net of sales-related taxes. ~~Revenue is recognized as sales are generated at the point of sale.~~

Royalties earned from the Company's brand license arrangements are calculated based on a percentage of licensed restaurant sales, ~~which ranges between 7% and 10%~~, and the Company recognizes revenue over time as the underlying sales occur.

Recognition of Product Sales

Product sales on the accompanying consolidated statements of comprehensive ~~income~~earnings consist of sales of the Company's proprietary products and sales earned through the Company's distribution and lemon juice production operations.

The Company earns revenue from the sale of certain proprietary products to our distribution partners under third-party supply arrangements. The Company recognizes revenue from the sales of our proprietary products at the point in time our customers ~~take delivery of~~control the products pursuant to the terms of the respective contractual agreement.

For our proprietary product arrangements, the Company follows the ~~principal-agent~~principal-agent model under ASC 606, which provides a control-based model for determining whether an entity acts as a principal or an agent to a transaction. An entity is deemed the principal in a transaction if it obtains control of the specified goods or services before they are transferred to the customer. An entity is deemed an agent if it does not control the specified goods or services before they are transferred to the customer. The Company records income and associated costs gross on the consolidated statements of comprehensive earnings in arrangements where we were deemed to be the principal. If deemed agent to the transaction, the Company records income net of the associated costs on the consolidated statements of comprehensive earnings.

Additionally, the Company generates revenue from our distribution and lemon juice production operations. ~~Our~~For our distribution operations ~~derive~~, the Company generates revenue through the sale of goods to our restaurant franchisees and licensees, and revenue is recognized at the point in time that control of the underlying goods transfers pursuant to our respective supply agreements. As of December 31, 2023, 2022, ~~2021~~ and 2021, our distributions centers provided services to 556, 410, and 230, ~~and 20~~ restaurant locations, respectively. Our lemon juice operations ~~derive~~generate revenue primarily through the sale of lemon juice for distribution to our ~~distributors~~. restaurant franchisees and licensees.

Revenue is recognized at the point in time when control of the purchased goods transfers to the customer pursuant to the terms of the respective agreements. For the years ended December 31, 2023, 2022, and 2021 ~~and 2020~~ the Company recognized revenues related to our distribution and lemon juice production operations of approximately \$~~768,969,000~~1,239,917,000, \$~~491,863,000~~768,969,000, and \$~~125,098,000~~491,863,000, respectively.

Recognition of Other Income

Other income on the accompanying consolidated statements of comprehensive earnings is primarily comprised of (1) gift card program revenues, (2) advertising revenues and (3) investment and interest income.

The Company sells gift cards domestically through our franchisees, certain select retailers, and our website. ~~The gift~~Gift cards are redeemable in our franchised and company-operated restaurant locations. The Company manages the gift card program and collects all funds from the activation of gift cards and reimburses franchisees for the fulfillment of ~~redeemed~~ gift cards redeemed in their restaurants. The Company acts as an agent in this relationship and records proceeds from gift card sales net of the associated reimbursements to franchisees following gift card redemption. A contract liability for unredeemed gift cards is included in Trade payables and other in the accompanying consolidated balance sheets for all periods presented. There are no expiration dates on the outstanding, unredeemed gift card balances. While outstanding gift card balances do not expire, the likelihood of redemption may be determined to be remote for certain cards due to long periods of inactivity. The Company recognizes gift card breakage revenue over time in proportion to the pattern of gift card redemptions exercised by our customers.

Refer to the table below for a rollforward of the Company's contract liability balance associated with unredeemed gift cards for the years ended December 31, 2023 and 2022 ~~and 2021~~.

	Contract Liability
Balance at December 31, ~~2020~~ <u>2021</u>	~~\$170,556,103~~ <u>216,89</u>
Gift card activation proceeds, net of redemptions	~~59,353,411~~ <u>44,820,</u> <u>238</u>
Less: Breakage revenue recognized	~~(13,012,502)~~ <u>14,887</u> <u>,738)</u>
Balance at December 31, ~~2021~~ <u>2022</u>	~~216,897,012~~ <u>246,8</u> <u>29,512</u>
Gift card activation proceeds, net of redemptions	~~44,820,238~~ <u>45,541,</u> <u>219</u>
Less: Breakage revenue recognized	~~(44,887,738)~~ <u>16,111</u> <u>,459)</u>
Balance at December 31, ~~2022~~ <u>2023</u>	~~\$246,829,512~~ <u>276,25</u>

The Company provides franchisees national advertising services through our third-party advertising agency arrangements. These advertising activities primarily include national television, digital, radio and campaign social media advertisements. In certain cases, franchisees may elect to contribute to a fund to participate in certain additional national media activities to be fulfilled by the Company. Proceeds from franchisee contributions are retained by the Company to fund such national advertising costs as they become due and payable. The Company recognizes advertising expenses and the related franchisee contributions for certain national advertising services gross on our consolidated statements of comprehensive earnings. Advertising revenues are recognized over time as the advertising services are delivered to franchisees. For the years ended December 31, ~~2023~~, 2022, ~~and 2021~~ ~~and 2020~~, the Company recorded advertising revenues of approximately ~~\$39,382,000~~ \$41,804,000, ~~\$33,387,000~~ \$39,382,000, and ~~\$21,576,000~~ \$33,387,000, respectively, within Other income on the accompanying consolidated statements of comprehensive earnings. The contract liability related to the Company's franchisee advertising services is reflected in Restaurant activity liability on the

accompanying consolidated balance sheets and was approximately \$~~16,159,000~~15,859,000 and \$~~17,217,000~~16,159,000 as of December 31, 2023 and 2022~~and 2021~~, respectively.

Additionally, Other income on the accompanying consolidated statements of comprehensive earnings includes gains and/or losses earned on certain investments administered through a Rabbi Trust, interest income on the Company's short-term investments, and other miscellaneous income/loss not subject to ASC 606. For the years ended December 31, 2023, 2022, and 2021~~and 2020~~, the Company recorded net income/(losses)~~income~~ of approximately \$111,101,000, (\$18,788,000), and \$50,060,000~~, and \$34,892,000~~, respectively, within Other income on the accompanying consolidated statements of comprehensive earnings, which represents amounts that are not subject to the scope of ASC 606.

Pension, Postretirement, and Postemployment Benefits Plans

The Company accounts for pension, postretirement and postemployment benefit plans in accordance with the provisions of ASC 715, *Compensation-Retirement Benefits*. The standard requires, among other things, the recognition of the funded status of each defined benefit pension plan, retiree health care and other postretirement benefit plans and postemployment benefit plans on the balance sheet. Each overfunded plan is recognized as an asset and each underfunded plan is recognized as a liability. The initial impact of the standard due to unrecognized prior service costs or credits and net actuarial gains or losses as well as subsequent changes in the funded status is recognized as a component of Accumulated other comprehensive loss in stockholders' equity. See Note 6 for additional information.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash on hand and all liquid investments purchased with a remaining maturity of 90 days or less at the date of acquisition. Investments with maturities greater than 90 days following date of acquisition are recorded within Investments on the accompanying balance sheets. Cash equivalents as of December 31, 2023 and 2022 ~~and 2021~~ consist of cash deposits, money market funds, and US Treasury bills. The cost of these investments approximates their fair value. The Company's cash balance is held with several different financial institutions, for which the related cash balances may exceed amounts federally insured during the year. The Company has not experienced any losses in such accounts, and management believes that the Company mitigates its risk by utilizing major financial institutions.

The Company has reclassified checks issued but not yet presented for payment as Trade payable and other in the accompanying consolidated balance sheets. Outstanding checks totaled approximately \$~~80,479,000~~63,939,000 and \$~~22,259,000~~80,479,000 at December 31, 2023 and 2022~~and 2021~~, respectively.

Inventories

Inventories are stated at the lower of cost and net realizable value. Cost is determined on either a weighted-average cost or standard cost basis. Our inventories consist primarily of ingredients, packaging, and other supplies for sale to our restaurant franchisees. For our lemon juice

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

production operations, the Company's inventory consists of both raw materials, which includes primarily lemons, and finished goods, which includes lemon juice and other lemon byproducts.

Property and Equipment

Property and equipment are stated at cost. Cost includes all direct costs necessary to acquire and prepare assets for use, including internal labor. Expenditures for significant improvements are capitalized while expenditures for minor replacements, maintenance and repairs are expensed as incurred. Interest is capitalized on borrowings during the active construction period of qualifying capital assets. Capitalized interest is added to the cost of the asset and depreciated over the estimated useful lives of the assets. Depreciation expense of property and equipment is calculated

by using the straight-line method over the estimated useful lives of the assets. Leasehold improvement assets are amortized over the shorter of the related lease life or their estimated useful lives.

Estimated useful lives of property and equipment are as follows:

	Estimated Useful Lives
<u>Corporate property and equipment:</u>	
Buildings and leasehold improvements	10-40 years
~~Office furniture~~ Furniture, fixtures, and equipment	3-20 years
~~Restaurant fixtures and equipment~~	~~7 years~~
Transportation	4-10 years
Computer hardware and software	3 or 5 years
<u>Restaurant property and equipment:</u>	
<u>Buildings and leasehold improvements</u>	<u>10-20 years</u>
<u>Furniture, fixtures, and equipment</u>	<u>3-10 years</u>

~~Beginning in 2021 following our adoption of ASC 842, the~~ The Company records right-of-use assets associated with our commenced lease agreements within Property and equipment on the accompanying consolidated balances sheet. Refer to the “Leases” discussion below for the Company’s policy related to the accounting for our right-of-use lease assets.

Leases

The Company is engaged in a significant amount of leasing activity, both as a lessee and as a lessor. A detailed description of the nature of the Company’s leasing arrangements is included in Note 10. ~~The Company adopted ASC 842 effective January 1, 2021 and elected not to apply the standard to comparative periods in our accompanying financial statements. As such, we have included our lease accounting policies under both ASC 842 as well as previous leasing guidance below.~~

~~Lessee Accounting—ASC 842~~

We classify leases as either operating or finance leases at the lease commencement date ~~of the lease~~, which is the date we take control of the underlying leased asset. The Company’s real estate lease agreements often contain tenant improvement allowances, rent holidays, rent escalation clauses and/or contingent rent provisions. We have lease agreements with lease and non-lease components, which are accounted for together as a single lease component for all underlying classes of assets with the exception of restaurant IT equipment and the Company’s restaurant real estate leases where we are also a lessor.

The Company records a right-of-use asset and lease liability for each operating and finance lease with a contractual term greater than 12 months at the time of lease commencement. We do not record leases with an initial term of 12 months or less on our consolidated balance sheets but continue to record lease expense on a straight-line basis over the lease term. Many of the Company’s leases include options to renew at our sole discretion. Such renewal options are

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

included in the concluded lease term when they are determined to be reasonably certain of exercise.

The Company's operating and finance lease liabilities represent the present value of future lease payments over the concluded lease term. We cannot determine the interest rate implicit in each of our leases. Therefore, the Company uses an incremental borrowing rate to calculate the lease liability that reflects the rate of interest we expect to pay on a collateralized basis to borrow an amount equal to the lease payments under similar terms. We consider a combination of factors, including our credit-adjusted interest rate, the lease term, and the effect of adjusting the rate to reflect consideration of collateral. Our credit adjusted borrowing rate takes into consideration interest rates we pay on our unsecured long-term notes as well as other relevant market factors.

The right-of-use asset balance is measured at the initial amount of the lease liability adjusted for lease payments made at or before ~~the lease commencement date~~, initial direct costs and any tenant improvement allowances received. For operating leases, we recognize expense on a straight-line basis over the lease term within Selling, general and administrative expenses on the consolidated statements of comprehensive earnings. The recorded right-of-use asset is reduced over the lease term by the recognized straight-line lease expense less the amount of accretion of the lease liability determined using the effective interest method. For finance leases, right-of-use assets are amortized on a straight-line basis over the shorter of the useful life of the leased asset or the lease term, with amortization expense recorded within Depreciation and amortization on the consolidated statements of comprehensive earnings. Interest expense on each finance lease liability is recognized utilizing the effective interest method and is recorded within Interest on the accompanying consolidated statements of comprehensive earnings.

For several of our ~~restaurant~~ real estate leases, the Company is involved in the development and construction of our leased assets. For such leases, we do not control the construction period asset in accordance with ASC 842 and are therefore required to determine whether our construction period costs represent costs to use the lessor's asset or represent costs related to the Company's own assets. Construction costs associated with the right to use the lessor's asset are recorded initially to prepaid rent during the construction period and are subsequently measured as part of the right-of-use lease asset upon lease commencement. Construction costs associated with the Company's own assets are recorded initially as construction in progress and are subsequently recorded as leasehold improvements upon lease commencement.

~~Lessee Accounting—Previous Lease Guidance~~

~~For reporting periods prior to 2021, the Company classified our leases as either operating or capital leases at the inception of the lease. For leases classified as operating, the Company reported rental expense within Selling, general, and administrative expenses in the accompanying statements of comprehensive earnings. The total amount of rental payments due over the operating lease term was charged to rent expense on a straight-line basis over the concluded term of the lease, which included any renewal options reasonably assured of being exercised. The difference between rent expense recorded and the amount paid was recorded as a deferred rent obligation, which was included in Accrued expenses and obligations in the accompanying consolidated balance sheets.~~

~~For leases classified as capital leases, the Company recorded a capital lease asset and liability equal to the present value of minimum lease payments, discounted using the Company's incremental borrowing rate. The recorded capital lease asset was limited to the lesser of the fair value of the leased asset if determined to be less than the present value of future lease payments. Capital lease assets were depreciated using the straight-line method over the shorter of the lease~~

~~term, including any renewal options that were reasonably assured of being exercised, or the estimated useful life of the asset. The capital lease liability was amortized using the effective interest method over the term of the lease, with interest expense on the capital lease liability recorded to Interest on the consolidated statements of comprehensive earnings.~~

~~Prior to the adoption of ASC 842, the Company was deemed to be the accounting owner in certain build-to-suit lease arrangements due to our level of involvement during the construction of the leased asset. In such instances, we recorded an asset for construction costs incurred and a corresponding financing obligation for the estimated construction costs financed by the landlord. Due to our level of continuing involvement with the leased property during the lease term, we were not permitted to apply sale-leaseback accounting following construction completion and, as a result, retained the asset and financing obligation liability on our balance sheet. Following construction, the recorded construction period assets were classified in a manner consistent with our other owned assets and were depreciated using the straight-line method over their estimated useful lives. The recorded financing obligation was amortized using~~

~~the effective interest method, with future lease payments allocated between interest expense and reduction of the recorded financing obligation.~~

Lessor Accounting

As described in the Revenue and Income section above, the Company serves as a lessor/sublessor primarily to our restaurant franchisees for the lease of restaurant real estate and restaurant equipment. ~~Due to the month-to-month nature of our~~ Our franchisee lease agreements, ~~the adoption of ASC 842 did not have a material impact on the Company's lessor accounting~~ are month-to-month and are therefore treated as a short-term lease under ASC 842 and no asset or liability is recognized on the accompanying statements of financial position.

Rental and subrental income ~~is~~ are recorded within Rental income in our consolidated statements of comprehensive ~~income~~ earnings and are recognized as amounts are earned and charged to franchisees each month.

Employee Incentive Compensation and Accrued Compensated Absences

The Company maintains an employee incentive compensation plan for all full-time employees. Incentive compensation for participating employees is calculated based on a portion of the revenue received from restaurants.

The Company also has in place an accrued compensated absence policy under which employees ~~may~~ accrue compensated absence time as services are rendered throughout the year. Under this policy, employees are permitted to carry a certain number of ~~vacation~~ accrued and unused hours into the subsequent year. The Company records a liability for ~~this amount~~ accrued but unused compensated absence time based on individual compensation rates in effect during the year, inclusive of incentive compensation if applicable and estimable. The liability for accrued compensated absences was approximately \$~~68,461,000~~ 83,379,000 and \$~~77,354,000~~ 68,461,000 as of December 31, 2023 and 2022 ~~and 2021~~, respectively, and is recorded within Accrued expenses and obligations on the accompanying consolidated balance sheets.

Impairment or Disposal of Long-Lived Assets

In accordance with ASC 360 *Property, Plant, and Equipment*, long-lived assets held and used in operations are required to be assessed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or asset group may not be

recoverable. Recoverability of assets ~~to be~~ held and used in operations is measured by a comparison of the carrying amount of an asset to the estimated undiscounted future cash flows expected to be generated over the remaining life of the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized in the amount by which the carrying amount of the asset exceeds its fair value. Impairment charges recorded for assets held and used in operations were immaterial for all periods presented in these consolidated financial statements.

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

Long-lived assets meeting the criteria to be reported as held for sale in accordance with ASC 360 are reported at the lower of their carrying amount or fair value less costs to sell and are no longer depreciated. As of December 31, 2023 and 2022~~and 2021~~, assets classified as held-for-sale are not material to the consolidated financial statements.

Advertising

The Company expenses advertising costs as incurred. Total advertising expenses were approximately \$~~180,807,000~~209,792,000, \$~~155,967,000~~180,807,000, and \$~~130,862,000~~155,967,000 for the years ended December 31, 2023, 2022, and 2021~~and 2020~~ respectively, and is recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. For the years ended December 31, 2023, 2022, and 2021~~and 2020~~, total reported advertising expense includes approximately \$~~39,382,000~~41,804,000, \$~~33,387,000~~39,382,000, and \$~~21,576,000~~33,387,000 in certain franchisee reimbursed national advertising costs. Refer to the Recognition of Revenue and Income section above for additional details.

The Company receives vendor rebates ~~for certain advertising spend~~ that we either pass along to our restaurant franchisees or utilize to fund certain, specified advertising expenses. The Company ~~has reflected~~reflects such rebates on a net basis in the

accompanying consolidated statements of comprehensive earnings for all periods presented.

Income Taxes

The Company files a consolidated federal income tax return.

The Company accounts for income taxes in accordance with the provisions of ASC 740, *Income Taxes*, which clarifies the accounting for uncertainty in income taxes. The standard prescribes a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. The interpretation requires that the Company recognize in its financial statements the impact of a tax position if that position is more likely than not of being sustained on audit, based on the technical merits of the position.

The Company accounts for income taxes using an asset and liability approach. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

Changes in tax rates and tax laws are accounted for in the period of enactment. The Company has elected to reclassify any tax effects stranded in accumulated other comprehensive income as a result of a change in income tax rates to retained earnings.

Treasury Stock

The Company accounts for share repurchases using the par value method under which the repurchase price is charged to additional paid-in capital up to the amount of the original issue proceeds of the repurchased shares. When the repurchase price is greater than the original issue proceeds, the excess is charged to retained earnings. Repurchased shares that are not subsequently retired are recorded on the accompanying consolidated balance sheets as Treasury stock at their par value. As of December 31, 2023 and 2022~~and 2021~~, the Company held 14,382,928 nonvoting common shares as treasury stock.

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

Preferred Stock

During 2023, the Company issued 2,733,225 shares of \$0.01 par value, Series A preferred stock in a one-for-one exchange for the Company's \$0.01 par value non-voting common stock. Immediately following the exchange transaction, the Company retired the redeemed non-voting common shares. The Series A preferred stock is non-voting, non-convertible and non-redeemable by the holder and has a stated liquidation preference of \$196 per share. The Company recorded the preferred stock at fair value on the issuance date with the difference between the fair value and par value reflected in Additional paid-in capital on the accompanying consolidated balance sheets. Each share of Series A preferred stock entitles the holder to a 7.0% annual cumulative dividend, payable quarterly on the preferred stock's stated liquidation preference. As of December 31, 2023, the Company had declared but unpaid dividends on our outstanding Series A preferred stock of approximately \$9,375,000, which is recorded within Dividends payable on the accompanying consolidated balance sheets.

Company-Owned Life Insurance

Company-owned life insurance represents insurance on the lives of certain individuals who have provided positive consent allowing the Company to be the beneficiary of such policies. The Company is the primary beneficiary of the insurance policies and incurs recurring premium payments to keep the policies active. Increases in the cash surrender value of the policies are recorded as reductions of the related cost of the insurance policies, and such costs are recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings. Company-owned life insurance is recorded on the consolidated balance sheets at the cash surrender value of the policies which materially approximates fair value.

Self-Insurance

Beginning in 2023, the Company is primarily self-insured for certain employee-related welfare benefits. Self-insurance accruals are primarily based on the actuarially estimated cost of claims, which includes historical claims experience, demographic factors, severity factors and other relevant information. Costs are recognized in the period the claim is incurred, and the financial statement accruals include an estimate of claims incurred but not yet reported. The Company has stop-loss coverage to limit our exposure to any significant exposure on a per claim basis. The Company presents the accruals related to our self-insurance net of expected stop-loss recoveries when conditions for offsetting pursuant to ASC 210, *Balance Sheet* are met. Where the conditions for offsetting under ASC 210 are not met, the Company presents the self-insurance accruals separate from the related stop-loss receivables.

Derivatives and Financial Instruments

The carrying amount of the Company's financial instruments approximates their fair value. The fair value of a financial instrument is the amount at which the instrument could be exchanged in a current transaction between willing parties. U.S. GAAP establishes a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The hierarchy gives the highest priority to

unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). These tiers include:

- Level 1, defined as observable inputs such as quoted prices for identical instruments in active markets;
- Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable such as quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active; and
- Level 3, defined as unobservable inputs in which little or no market data exists, therefore requiring an entity to develop its own assumptions, such as valuations derived from valuation techniques in which one or more significant inputs or significant value drivers are unobservable.

The following methods and assumptions were used to estimate the fair value of each class of financial instruments:

For all periods presented, the recorded carrying amounts of cash and cash equivalents, receivables, accounts payable and accrued expenses and obligations approximate fair value due to the short-term nature of these instruments.

Investments are recorded at fair value in accordance with the fair value hierarchy above. The Company determines the classification within the hierarchy based on the lowest level input that is significant to the fair value measurement.

A significant portion of the Company's pension and postretirement benefit plan assets have been measured at fair value using net asset value ("NAV") as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Refer to Note 6 for additional details.

The Company records derivative financial instruments on the balance sheet at their respective fair values. The Company accounts for derivative financial instruments in accordance with ASC 815, *Derivatives and Hedging*, which allows all changes in fair value of highly effective cash flow hedges to be recorded in other comprehensive earnings (loss). Additionally, ASC 815 allows for ongoing qualitative considerations of hedge effectiveness, provided certain conditions are met.

~~We currently have~~ During 2023, the Company unwound our LIBOR benchmarked interest rate swap contracts ~~that were previously~~ designated as cash flow hedges under ASC 815. ~~These~~ Prior to unwinding, these hedges ~~are were~~ deemed to be highly effective in offsetting changes in our future expected cash

flows under our floating interest rate, LIBOR benchmarked debt. Changes to the fair value ~~are were~~ recorded through accumulated other comprehensive income and reclassified into interest expense in the same period in which the hedged transaction is recognized in earnings. ~~As of the date of these financial statements, we expect our interest rate swaps to continue to remain highly effective. The~~ Refer to Note 5 for ~~details on~~ additional detail on the unwind of the Company's adoption of ASU 2020-04 in response to reference rate reform interest rate swap contracts.

The Company also enters into other derivative arrangements, primarily options and swap contracts, as a way to hedge our exposure to fluctuations in certain commodity prices. The Company elects to treat these derivative instruments as economic hedges and does not apply the hedge accounting provisions of ASC 815. As a result, the Company records each derivative instrument on the balance sheet at its fair value with the entire change in fair value reported in earnings each reporting period. For certain commodity derivatives, we incur premiums to our counterparties upon execution of the derivative contract. Such premiums are recorded on the balance sheet and are subsequently measured at fair value with subsequent changes in fair value reflected in earnings. As of December

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

2023 and 2022 ~~and 2021~~, the Company recorded a derivative (liability)/asset of approximately (\$17,933,000, 2,882,000) and ~~\$642,000~~ 17,933,000, respectively, within Prepaid expenses and other

assets on the accompanying consolidated balances sheets. Total (losses)/income recorded on our commodity derivative instruments was approximately (\$10,825,000), \$13,903,000, and \$642,000 for the years ended December 31, 2023, 2022, and 2021 ~~was approximately \$13,903,000 and \$642,000~~, respectively, and is recorded within Other income on the accompanying consolidated statements of comprehensive earnings.

2. Due to Restaurant Franchisees

The balance due to restaurant franchisees reflects the net result primarily of the following activities: cash deposits and credit card settlements made into the Company's bank account; disbursements made by franchisees that have been presented for payment; other unpaid obligations of the restaurants, the largest of which is franchisee profits from restaurant operations; and expenses paid by the Company on behalf of the franchisees.

3. Restaurant Activity Liability

Restaurant activity liability is comprised of amounts payable to third parties (not franchisees) that originated in the restaurants. Amounts due to restaurant vendors and tax authorities are included here, along with accruals funded by restaurant markets for market or chain-wide purchases of products and services at the discretion of franchisee representatives.

4. Accrued Expenses and Obligations

Accrued expenses and obligations as of December 31, 2023 and 2022 ~~and 2021~~ consisted of the following:

		As of December 31,		
		<u>2023</u>	<u>2022</u>	<u>2021</u>
Salaries, incentives and deferred compensation	\$	<u>570,327</u>	\$ 489,631	\$ <u>538,539,782</u>
Pension and post-retirement benefit obligations		<u>401,739,594</u>	382,950,476	<u>417,533,777</u>
Other		<u>127,512,245</u>	112,900,362	<u>96,235,824</u>
Total	\$	<u>1,099,579,166</u>	\$ 985,482	\$ <u>1,052,309,383</u>

5. Notes Payable and Interest Rate Swaps

Credit Facilities

On September 24, 2021, the Company refinanced and replaced our existing credit facilities ("2018 Credit Facilities") and entered into a new credit agreement ("2021 Credit Facilities") with a syndicate of lenders, with Wells Fargo Bank N.A. serving as administrative agent, swingline lender and issuing lender. The 2021 Credit Facilities provide for a \$200,000,000 term loan ("Term Loan") and a revolving credit facility ("Revolving Facility") with a maximum commitment of \$800,000,000. Upon closing of the 2021 Credit Facilities, the Company drew \$100,000,000 on our available Revolving Facility. The proceeds from the 2021 Credit Facilities were used, in part, to pay off the outstanding principal balance of \$187,500,000 and accrued interest under the 2018 Credit Facilities and to pay related financing fees and expenses in connection with the 2021 Credit Facilities. The refinance and replacement of our 2018 Credit Facilities qualified as a debt modification pursuant to ASC 470 and as such, no gain or loss has been recognized on the transaction.

In October 2020, the Company amended and restated our 2018 Credit Facilities to add fallback language specifying how a replacement interest rate will be determined following the phase out of LIBOR as a result of reference rate reform. The Company adopted the expedients available in ASC 848 to account for the modification of our 2018 Credit Facilities.

In May 2023, the Company amended our 2021 Credit Facilities to replace 1-month LIBOR as the referenced benchmark interest rate with the Secured Overnight Financing Rate CME Term Option 1 Month ("1-month Term SOFR"). All other terms and conditions under our 2021 Credit Facilities, including applicable credit margins, loan maturity dates, and restrictive covenants were not revised as a result of this amendment. The Company again elected to apply the available expedients under ASC 848 to account for the Credit Facilities amendment as a modification. The Company did not recognize gain or loss in connection with the amendment. Lender and third-party fees incurred as result of the amendment were not material.

The Term Loan matures on September 24, 2026. Principal payments on the Term Loan ~~commence~~commenced September 30, 2023 and are payable quarterly thereafter at scheduled amounts, with the remaining unpaid balance due at maturity. ~~The~~Following the 2021 Credit Facilities amendment in May 2023, the Term Loan bears interest at the floating 1-month ~~London Interbank Offered Rate ("LIBOR")~~Term SOFR plus a margin ranging between 0.800% and 1.000%. Interest payments on the Term Loan are due and payable at the end of each calendar month.

The Revolving Facility matures on September 24, 2026 and provides for borrowings ~~of up to~~ a maximum commitment of \$800,000,000. ~~The~~Following the 2021 Credit Facilities amendment in May 2023, the Revolving Facility bears interest at floating 1-month ~~LIBOR~~SOFR plus a margin between 0.875% and 1.125%. Interest payments on the Revolving Facility are due and payable at the end of each calendar month. During 2022, the Company repaid the outstanding \$100,000,000 balance under the Revolving Facility, which is reflected within the accompanying statements of cash flows for the year ended December 31, 2022. ~~As of December 31, 2022 and 2021, the~~The Company ~~had \$0 and \$100,000,000, respectively, outstanding under our~~did not draw on our available Revolving Facility during 2023.

~~In October 2020, the Company amended and restated our 2018 Credit Facilities to add fallback language specifying how a replacement interest rate will be determined following the phase out of LIBOR as a result of reference rate reform. The Company adopted the expedients available in ASU 2020-04 to account for the modification of our 2018 Credit Facilities. The LIBOR fallback language has been included in our 2021 Credit Facilities, and as of December 31, 2022, the Company has not yet transitioned from LIBOR as our benchmark interest rate.~~

The 2021 Credit Facilities contain certain restrictive covenants relating to, among other things, limitations on indebtedness, transactions with affiliates, sales of assets and certain investments. In addition, the 2021 Credit Facilities include a financial covenant relating to the Company's consolidated leverage ratio. As of December 31, ~~2022~~2023, the Company was in compliance with all ~~debt~~restrictive covenants.

One-Year Term Loan

~~In April 2020 and in response to the COVID-19 pandemic, the Company entered into a new credit agreement with a syndicate of lenders, with Wells Fargo Bank N.A. serving as administrative agent, sole lead arranger, and sole bookrunner. The credit agreement, as amended in October 2020, provided for a \$153,000,000, one-year term loan maturing April 17, 2021 bearing interest at floating 1-month LIBOR plus a margin of 1.75%. The Company repaid the total outstanding principal in December 2020, which is reflected in the accompanying consolidated statement of cash flows for the year ended December 31, 2020.~~

Related Party Note

In November 2018, the Company repurchased shares of our non-voting common stock from a related party through the issuance of a note payable ("Related Party Note" or "Note") and initial payment of approximately \$35,238,000. The Related Party Note has a face amount of approximately \$750,070,000, bears interest at a fixed annual rate of 4.75% and has a term of 25 years, maturing on November 30, 2043. The Related Party Note requires the Company to pledge the repurchased [non-voting](#) common shares to the related party as collateral for the Note. The Company is required to hold the repurchased shares as treasury stock until the Note is fully repaid. The Related Party Note requires compliance with certain nonfinancial covenants and as of December 31, ~~2022~~[2023](#), the Company is in compliance with all such covenants.

Senior Notes

In October 2020, the Company entered into a Note Purchase Agreement and sold to certain purchasers \$1,700,000,000 in aggregate principal amount of senior notes (collectively "Senior Notes"), the proceeds of which were used to finance the repurchase of certain of the Company's outstanding, non-voting common shares. The Senior Notes mature in tranches with maturity dates ranging from October 2023 to October 2030. The Senior Notes bear interest at fixed interest rates ranging between 1.48% and 2.09%, with interest payments due semiannually in April and October each year. The Senior Notes may be prepaid at any time subject to a make-whole premium, as defined in the Note Purchase Agreement. The Note Purchase Agreement contains certain

restrictive covenants relating to, among other things, limitations on indebtedness, transactions with affiliates, sales of assets and certain investments. In addition, the Note Purchase Agreement includes a financial covenant relating to the Company's consolidated leverage ratio. As of December 31, ~~2022~~2023, the Company was in compliance with all debt covenants.

Interest Rate Swaps

~~The Company currently uses interest rate swaps to effectively fix the interest rate on a portion of our floating-rate Credit Facilities, including forecasted future issuances.~~ In June 2018, the Company entered into two, \$50,000,000 notional amount interest rate swap contracts: one 7-year interest rate swap with a June 2025 termination date and one 10-year interest rate swap with a June 2028 termination date. The interest rate swaps were used to effectively fix the interest rate on a portion of our floating-rate Credit Facilities, including forecasted future issuances. Under the two swap contracts, the Company ~~pays~~paid interest at a weighted average annual rate of 2.92% and ~~receives~~received interest at the prevailing 1-month LIBOR rate. The Company ~~has~~ designated the swaps as cash flow hedges, and both were deemed to be highly effective in offsetting changes in our future expected cash flows due to the fluctuation in the 1-month LIBOR rate through termination.

~~Effective in 2020, the Company elected to adopt ASU 2020-04 to assert probability of the hedged interest transactions regardless of any expected modification in terms related to reference rate reform and applied the expedients in ASC 848 in assessing hedge effectiveness. The Company plans to adopt the remaining expedients, as applicable, when the interest rate swap contracts are modified at a future date. Such modification is expected to be commensurate with the transition in benchmark interest rate under our 2021 Credit Facilities.~~

For the years ended December 31, 2022, and ~~2021, and 2020~~, the Company reported income/(loss) in Other comprehensive earnings (loss) of approximately \$12,044,000, \$and ~~6,322,000, and (\$6,314,000)~~, respectively, as a result of recording the swaps at their determined fair values. As of December 31, 2022 ~~and 2021~~, the Company reported an a hedge asset ~~(liability)~~ related to our interest rate swaps of approximately \$3,576,000 ~~and (\$8,468,000), respectively.~~

In May 2023, in connection with the amendment to our 2021 Credit Facilities to transition from LIBOR to 1-month Term SOFR, the Company elected to unwind our two interest rate swap contracts in exchange for the receipt of a \$3,500,000 swap unwind fee. In accordance with ASC 815, the Company derecognized the related hedge assets as of the unwind date and reclassified all amounts previously recorded in accumulated other comprehensive income to interest expense. Transaction fees incurred related to the unwind of our two interest rate swaps were not material.

The following tables reflect the Company's outstanding notes payable as of December 31, 2023 and ~~2022 and 2021~~:

As of December 31, 2023

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

As of December 31, 2022					
	Interest Rate	Unamortized Average Interest Rate	Outstanding	Deferred Issuance Costs	Weighted Average Outstanding Carrying Amount
Term Loan	2.58%		\$	\$	\$ 199,709,961
Revolving Facility	2.19%		—	—	—
Senior Notes	1.85%		1,700,000,000	2,790,999	1,697,209,001
Related Party Note	4.75%		679,585,700	—	679,585,700
Total			\$ 2,579,585,700	\$	\$ 2,576,504,662
As of December 31, 2021					
Senior Notes	1.86%		\$ 1,500,000,000	\$ 2,158,746	\$ 1,497,841,254
Related Party Note	4.75%		660,126,120	—	660,126,120
Term Loan	6.01%		195,000,000	212,292	194,787,708
Total			\$ 2,355,126,120	\$ 2,371,038	\$ 2,352,755,082

As of December 31, 2022				
	Weighted Average	Outstanding	Unamortized Deferred	Carrying
Term Loan	0.94%	\$ 200,000,000	\$ 367,711	\$ 199,632,289
Revolving	1.23%	100,000,000	—	100,000,000
Senior Notes	1.85%	\$ 1,700,000,000	3,451,774	1,696,548,226
Related Party Note	4.75%	698,144,300	2,790,999	695,353,301
Term Loan	2.58%	200,000,000	290,039	199,709,961
Revolving	2.19%	—	—	—
Total		\$ 2,698,144,300	\$ 3,819,5593	\$ 2,694,324,741

The following table summarizes the principal amounts due under our outstanding notes payable as of December 31, ~~2022~~2023:

(Add)

Year	Total
~~2023~~ 2024	\$ ~~224,459,579~~ 30,401,705
2024	30,401,705
~~2025~~	~~236,394,757~~
2026	392,433,426
2027	~~223,522,520~~ 223,522,520
	22,519
~~2028~~	~~224,661,894~~
Thereafter	~~1,472,373,713~~ 1,247,711,819
Total notes payable outstanding	~~2,579,585,700~~ 2,355,126,120
Unamortized deferred issuance costs	~~3,081,038~~ 2,371,038
Carrying amount of notes payable	<u>~~\$2,576,504,662~~2,353,497,158</u>

6. Employee Benefit Plans

The Company has a qualified contributory profit sharing plan covering substantially all employees. The Company matches dollar-for-dollar up to 5% of eligible compensation contributed by each employee. The ~~Company's contributions amounted to~~ Company recorded contribution expense of approximately \$~~28,377,000~~37,637,000, \$~~23,867,000~~28,377,000, and \$~~19,559,000~~23,867,000 during the years ended December 31, 2023, 2022, and 2021 ~~and 2020~~, respectively, reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings.

The Company also has a qualified defined benefit pension plan covering ~~substantially all~~ certain eligible employees. The plan provides a defined benefit based on years of service and highest average compensation during a five-year period. The plan includes an early retirement provision which provides an unreduced benefit to participants retiring after reaching age 55 and 20 years of service. As of December 31, 2023 and 2022 ~~and 2021~~, the qualified defined benefit plan had an underfunded balance of approximately \$~~119,389,000~~117,050,000 and \$~~101,791,000~~119,389,000, respectively, reflected within Accrued expenses and obligations on the accompanying consolidated balance sheets. During 2023, 2022, and 2021 the Company made total funding payments of approximately \$31,360,000, \$43,097,000, and \$30,700,000 respectively.

The Company additionally provides an unfunded, nonqualified, deferred compensation plan ("EDC plan") for a select group of employees earning amounts in excess of that allowed for tax-deductible funding under existing Internal Revenue Service regulations. The EDC plan includes a supplemental benefit which is offered to supplement the qualified, defined benefit pension plan. Benefits under this nonqualified arrangement are consistent with those offered under the defined benefit pension plan. The Company recognized compensation expense in connection with the EDC plan of approximately

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

\$6,519,000, \$8,676,000, and \$10,527,000, ~~and \$6,654,000~~ for the years ended December 31, 2023, 2022, ~~and 2021~~ ~~and 2020~~, respectively, ~~in connection with the EDC plan~~ reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings. Amounts accrued under the EDC plan totaled approximately ~~\$76,899,000~~ \$51,156,000 and ~~\$92,078,000~~ \$76,899,000 at December 31, 2023 and 2022 ~~and 2024~~, respectively, reflected within Accrued expenses and obligations in the accompanying consolidated balance sheets.

The EDC plan also includes a defined contribution benefit that allows employees the option of making voluntary contributions of between 5% and 15% of their annual salary (in excess of IRS maximum compensation income limits) to the plan to which the Company matches the employees' contributions dollar-for-dollar up to 5%. Contributions made to the plan are invested and administered through a Rabbi Trust. The trust cannot be revoked by the Company; however, the assets are subject to claims of general creditors. Amounts accrued under this plan were approximately ~~\$334,570,000~~ \$398,260,000 and ~~\$359,149,000~~ \$334,570,000 as of December 31, 2023 and 2022 ~~and 2024~~, respectively, and are included in Accrued expenses and obligations in the accompanying consolidated balance sheets. Plan assets invested through the Rabbi Trust ~~consisted~~ consist primarily of equity (mutual funds) and

fixed income securities, materially all of which qualify as Level 1 assets within the fair value hierarchy. All securities invested through the Rabbi Trust are classified as trading securities and have been reflected at their fair market value in Investments on the accompanying consolidated balance sheets as of December 31, 2023 and 2022 ~~and 2021~~. ~~(Losses)/income~~. Income/(loss) recognized on investments held under the Rabbi Trust were approximately \$57,590,000, ~~(\$59,660,000)~~, and \$46,622,000, ~~and \$33,681,000~~ for the years ended December 31, 2023, 2022, and 2021, ~~and 2020~~, respectively, and are included within Other income on the accompanying consolidated statements of comprehensive earnings.

Certain members of senior management are participants in a supplemental executive retirement plan ("SERP") provided by the Company. Participants vest in the SERP upon remaining in the employ of the Company until the later of attaining age 55 or completion of 20 years of service. Retirement benefits are calculated based upon formulas in each SERP agreement and are in the form of a monthly payment upon retirement and a death benefit payable to a beneficiary designated by each participant. This plan is closed to new entrants. The Company recognized compensation expense of approximately \$1,157,000 ~~\$954,000~~, \$1,223,000 ~~\$1,157,000~~, and \$1,430,000 ~~\$1,223,000~~ for the years ended December 31, 2023, 2022, and 2021 ~~and 2020~~, respectively, in connection with the SERP. Amounts accrued under the SERP totaled approximately \$18,333,000 ~~\$20,010,000~~ and \$23,939,000 ~~\$18,333,000~~ at December 31, 2023 and 2022 ~~and 2021~~, respectively, and are recorded as salaries, incentives, and deferred compensation within Accrued expenses and obligations in the accompanying consolidated balance sheets.

Additionally, the Company has a postretirement health care plan for eligible employees. Those employees who retire at age 55 and older with 20 years of continuous full-time service or those hired at Director level and above (Senior Director level and above if hired on or after January 1, 2023) who retire with 10 years of continuous full-time service may participate and may cover eligible dependents. There is no premium contributed by the participants. The Company recognized compensation expense ~~of approximately \$34,745,000, \$26,362,000, and \$16,321,000 for the years ended December 31, 2022, 2021 and 2020, respectively,~~ in connection with the postretirement health care plan of approximately \$34,052,000, \$34,745,000, and \$26,362,000 for the years ended December 31, 2023, 2022, and 2021, respectively, reflected within Selling, general and administrative expenses in the accompanying consolidated statements of comprehensive earnings. Amounts accrued under the postretirement health care plan totaled approximately \$186,662,000 ~~\$233,533,000~~ and \$223,665,000 ~~\$186,662,000~~ at December 31, 2023 and 2022 ~~and 2021~~, respectively, and are included within Accrued expenses and obligations in the accompanying consolidated balance sheets.

In 2022 ~~2023~~, the Company ~~approved an amendment to enhance the~~ offered a voluntary early retirement ~~provision in option to certain participants of~~ the qualified defined benefit plan, ~~EDC plan, and postretirement medical plan. Effective January 1, 2023, the enhanced early retirement benefit will provide an unreduced benefit in the qualified defined benefit plan and EDC plan as well as fully paid retiree health premiums to participants and EDC plans. Pursuant to ASC 715, settlement accounting was triggered for the EDC plan, which resulted in an interim remeasurement as of July 31, 2023. A subsequent remeasurement was performed as of December 31, 2023 for a lump sum payment received by one participant in December 2023. As a result of the settlements, the Company recognized a settlement loss of approximately \$1,470,000 in 2023 which is reflected as a component of total pension expense.~~

The early retirement option further provided all electing employees company-paid postretirement health benefits, including for those not otherwise eligible under the Plan's standard eligibility provisions. These additional benefits granted to employees not otherwise eligible are deemed special termination benefits under ASC 715, which requires the recognition of an expense in the period the employees irrevocably accept the offer and the benefit is reasonably estimable. The Company recognized one-time special termination benefit expenses related to the postretirement healthcare plans of approximately \$2,449,000 in 2023.

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

~~retiring after reaching age 55 and 20 years of service; this benefit was previously available to those retiring after reaching age 62 and 20 years of service. As a result of the amendment, the Company was required to remeasure plan obligations and expense for the qualified defined benefit plan and EDC plan as of July 2022 and remeasure the plan obligation and expense for the postretirement healthcare plan as of August 2022. The plan amendments resulted in increases of the benefit obligation for the pension plans and postretirement medical plans of approximately \$43,144,000 and \$8,717,000, respectively.~~

The following table sets forth the plan's funded status and amounts recognized in the Company's consolidated balance sheets at December 31, 2023 and 2022 ~~and 2021~~, respectively.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

	Pension Plans		Postretirement Medical Plan	
	2022	2023	2022	2023
Change in benefit obligations				
Benefit obligation at end of prior year	\$ 696,600,637	\$ 582,887,397	\$ 223,665,002	\$ 179,157,913
	566,888,274	600,637	186,62,090	223,665,002
Service cost	66,571,843	57,418,428	25,825,348	19,594,801
	55,110,445	66,571,843	20,712,628	25,825,348
Interest cost	22,412,336	14,423,452	7,063,298	5,068,980
	28,673,068	22,412,336	10,197,056	7,063,298
Plan participants' contribution	—	—	107,217	66,742
	—	—	94,400	107,217
Actuarial (gain)/loss (1)	(245,342,033)	52,596,185	(77,089,973)	21,330,894
	11,273,474	(245,342,033)	16,458,374	(77,089,973)
Plan amendments / new entrants (2)	43,905,923	1,365,990	8,717,090	—
	910,491	43,905,923	—	8,717,090
Settlement/curtailment	(16,823,602)	—	—	—
Benefits paid	(17,260,432)	(12,090,815)	(1,713,088)	(1,554,328)
	31,775,559	17,260,432	142,568	1,713,088
Other adjustments	(10,286,433)	—	2,448,882	—
Retiree drug subsidy received	—	—	87,196	—
	—	—	101,925	87,196
Benefit obligation at December 31	\$ 566,888,274	\$ 696,600,637	\$ 186,662,090	\$ 223,665,002
	581,423,210	566,888,274	233,532,787	186,662,090
Change in plan assets				
Fair value of plan assets at end of prior year	478,792,554	\$ 428,802,728	\$ —	\$ —
	\$ 352,266,639	478,792,554	—	—
Actual return on plan assets	(156,438,537)	28,819,767	—	—
	38,427,269	(156,438,537)	—	—
Employer contributions	47,173,054	33,260,874	1,518,675	1,487,586
	51,111,506	47,173,054	2,946,243	1,518,675
Plan participants' contributions	—	—	107,217	66,742
	—	—	94,400	107,217
Benefits paid	(17,260,432)	(12,090,815)	(1,713,088)	(1,554,328)
	48,599,161	17,260,432	142,568	1,713,088
Retiree drug subsidy received	—	—	87,196	—
	—	—	101,925	87,196
Fair value of plan assets at December 31	352,266,639	478,792,554	—	—
	393,206,253	352,266,639	—	—
Funded status	\$ (214,621,635)	\$ (217,808,083)	\$ (186,662,090)	\$ (223,665,002)
	188,216,957	214,621,635	233,532,787	186,662,090
Accumulated benefit obligation end of year	\$ —	\$ —	N/A	N/A

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

~~408,741,446~~	~~470,577,898~~
<u>411,086,684</u>	<u>408,741,446</u>

(1) The actuarial gain for the year ended December 31, 2022 was primarily due to an increase in the discount rates for all plans from 2021 to 2022. ~~The actuarial loss for the year ended December 31, 2021 was primarily due to changes in assumptions related to employee salaries and termination rates, offset by an increase in the discount rate from 2020 to 2021.~~

(2) Plan amendment/new entrants amounts for the year ended December 31, 2022 primarily relate to the plan amendment discussed in the section above.

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

		Pension Plans		Postretirement Medical Plan		Postretirement Medical Plan	
	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u> <u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>
Amounts recognized in accumulated other comprehensive loss consists of							
Prior service (credit)/cost	\$ <u>30,331,405</u>	\$ 41,529,646	\$ (1,343,261)	~~\$(2,842,660)~~ <u>9,095,033</u>	\$ 9,792,488	\$ 1,448,241	\$ ~~1,660,664~~
Net actuarial loss/(gain)	<u>188,196,369</u>	223,577,473	293,981,972	~~255,356,214~~ <u>5,033,026</u>	(11,425,348)	67,139,680	~~47,294,618~~
Total (before tax effect)	\$ <u>218,527,774</u>	\$ 265,107,119	\$ 292,638,711	~~\$252,513,554~~ <u>14,068,059</u>	\$ (1,632,860)	\$ 68,587,821	\$ ~~48,955,279~~
Components of net periodic benefit cost							
Service cost	\$ <u>55,110,445</u>	\$ 66,571,843	\$ 57,418,428	~~\$30,988,448~~ <u>20,710,197</u>	\$ 25,825,348	\$ 19,594,841	\$ ~~13,059,306~~
Interest cost	<u>28,673,068</u>	22,412,336	14,423,452	~~11,472,996~~ <u>10,197,056</u>	7,063,298	5,068,980	~~4,392,451~~
Expected return on plan assets	<u>(24,513,826)</u>	(30,618,807)	(30,055,601)	~~(23,342,364)~~ <u>—</u>	—	—	~~—~~
Amortization of prior service cost/(credit)	<u>1,650,888</u>	1,033,016	(133,409)	~~(140,881)~~ <u>693,528</u>	372,811	212,452	~~212,452~~
Amortization of net actuarial loss	<u>9,599,437</u>	12,119,810	15,206,261	~~6,690,255~~ <u>—</u>	1,475,055	1,485,832	~~34,115~~
Net periodic benefit cost	\$ <u>70,520,012</u>	\$ 71,518,198	\$ 56,859,131	~~\$25,668,454~~ <u>31,607,781</u>	\$ 34,736,512	\$ 26,362,004	\$ ~~17,698,324~~
Settlement loss/(gain)	<u>1,470,392</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Other adjustments	<u>(704,230)</u>	<u>—</u>	<u>—</u>	<u>2,448,882</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total (income)/expense	\$ <u>\$ 34,052,000</u>	\$ <u>—</u>	\$ <u>—</u>	\$ <u>34,052,000</u>	\$ <u>—</u>	\$ <u>26,362,065</u>	\$ <u>26,362,065</u>

Chick-fil-A, Inc.

	Pension Plans			Postretirement Medical Plans		
	2022	2024	20202023	2022	2021	
Weighted average assumptions used to determine benefit obligations as of December 31						
Discount rate at end of year	5.335.06%	2.845.33%	2.412.84%	5.325.24%	2.975.32%	2.782.97%
Rate of compensation increase	Varie	Varies	Varies	N/A	N/A	N/A
				6.50%/4.50%	7.50%/4.50%	6.15%/4.50%
				9.00%/3.50%/	7.50%/7.50%/	7.00%/7.00%/
Heath care cost trend initial rate ⁽¹⁾	N/A	N/A	N/A			
Ultimate heath care cost trend rate	N/A	N/A	N/A	5.00%	5.00%	5.00%
Year ultimate health care cost trend rate reached	N/A	N/A	N/A	2030	2030	2029
Weighted average assumptions used to determine net periodic benefit cost for year ended December 31						
Discount rate at beginning of year	5.33%	2.84%	2.41%	5.32%	2.97%	2.78%
⁽²⁾ Expected return on plan assets	7.00%	7.00%	7.00%	N/A	N/A	N/A
Rate of compensation increase	Varie	Varies	Varies	N/A	N/A	N/A
				7.50%/4.50%	6.15%/4.50%/	6.30%/4.50%/
				7.50%/7.50%/	7.00%/7.00%/	6.00%/6.00%/
Initial health care cost trend rate	N/A	N/A	N/A			
Ultimate health care cost trend rate	N/A	N/A	N/A	5.00%	5.00%	5.00%
Year ultimate health care cost trend rate reached	N/A	N/A	N/A	2030	2029	2028

- (1) The multiple healthcare cost trend initial rates presented above represent the pre-65 medical, post-65 medical, pre-65 drug, post-65 drug and dental/vision rates, respectively.
- (2) The discount rate at ~~the~~ beginning of ~~the~~ year presented for 2022 was used to determine the net periodic benefit cost through the date of the mid-year plan remeasurement, caused by the ~~plan amendment noted above~~ enhanced early retirement amendments adopted in 2022. The pension plans and postretirement medical plans were remeasured at July 31, 2022 and August 31, 2022, respectively. The discount rates used to determine the net periodic benefit cost for the remainder of 2022 were 4.41% and 4.67% for the pension plans and ~~the~~ postretirement medical plans, respectively. The discount rate at beginning of year presented for 2023 for the pension plans was used to determine the net periodic benefit cost through the date of the mid-year plan remeasurement caused by the early retirement option noted above. The EDC pension plan was remeasured at July 31, 2023. The discount rate used to determine the net periodic benefit cost for the EDC pension plan for the remainder of 2023 was 5.16%.

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

Plan Assets

Plan assets are invested using a total rate of return approach to preserve asset values, diversify risk and achieve the expected long-term rate of return. The Company's expected long-term rate of return on plan assets assumption of 7.0% for each of the fiscal years presented in these financial statements was determined using a weighted average approach considering the mix of plan assets at the determination date and long-term forward-looking expected returns for each asset category. Plan assets allocated by asset category approximate target allocations, and consist of equity securities (~~41.239.2~~%), fixed income securities (~~42.737.3~~%), cash and cash equivalents (~~12.014.9~~%), alternative investments and derivative instruments (~~3.88.3~~%) and private equity (0.3%) as of December 31, ~~2022~~2023.

The following tables set forth by level, within the fair value hierarchy, the fair values of the investments as of December 31, ~~2023 and 2022~~ and 2024. Certain investments do not have readily determinable fair values and as such, have been measured using NAV as a practical expedient, as permitted under ASC 820, *Fair Value Measurements*. Such investments have not been categorized in the fair value hierarchy but have been provided in the following tables to provide a reconciliation of the fair value hierarchy to the total value of plan assets.

Assets at Fair Values as of December 31, ~~2022~~ 2023					
	Level 1	Level 2	Level 3	NAV as a Practical Expedient Level 3	Total
Cash and cash equivalents	\$ 9,506,491,139.37	\$ —	\$ —	\$ 32,696,259,58.330,029	\$ 42,202,750,58.46
Equity securities	—	98,122,578,108,712.492	—	47,094,193,45.532,753	145,216,771,154,245.245
Fixed income securities	45,969,022,58,728.733	35,778,052,35.505,383	—	68,516,476,52.409,588	150,263,550,146,643.704
Alternative investments and derivative instruments	—	—	—	13,651,752,32.916,946	13,651,752,32.916,946
Private equity	—	—	—	931,816,930.922	931,816,930.992
Total assets at fair value	\$ 55,475,513,58,868.070	\$ 133,900,630,144,217.875	\$ —	\$ 162,890,496,190,120.308	\$ 352,266,639,393

Assets at Fair Values as of December 31, ~~2021~~ 2022					
	Level 1	Level 2	Level 3	NAV as a Practical Expedient Level 3	Total
Cash and cash equivalents	\$ 5,531,992,9,506,491	\$ —	\$ —	\$ 18,996,380,32.696,259	\$ 24,528,372,42,20
Equity securities	—	145,233,551,98,122.578	—	62,714,802,47.094,193	207,948,353,145,216.771
Fixed income securities	45,018,330,45,969.022	46,181,675,35,778.052	—	130,138,626,68,516.476	221,338,631,150,263.550

Notes to Consolidated Financial Statements

Total assets at fair value

Level 2 Observable inputs, the value of the fund(s) is the sum of the private investment funds held in the fund.

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

Level 3 Unobservable inputs, the fund is a limited partnership that invests in private equity funds, real estate and other limited partnerships. Valuation may be subject to estimates.

Investments in investment companies are valued at fair value. Fair values are determined utilizing the NAV supplied by, or on behalf of, management of each investment company, which is in accordance with the practical expedient as defined by ASC 820. NAVs received by, or on behalf of, management of each investment company are based on the fair value of the investment company's underlying investments in accordance with policies established by management of each investment company, as described in each of their financial statements and offering memorandum. The redemption period for each class of investments measured using NAV as a practical expedient generally requires between zero- and five-days' notice.

The plan's objective is to achieve a consistent total rate of return (income, appreciation, and reinvested funds) that will equal or exceed the actuarial assumption with aversion to significant volatility. The following is the target asset allocation:

	Minimum	Maximum
Public equity	22.5%	59.5%
Long duration fixed income	30.0%	50.0%
Non-core fixed income	2.5%	28.0%
Real assets	0.0%	14.0%
Alternative risk premia	0.0%	7.0%
Tactical tilts	0.0%	7.0%
Cash	0.0%	21.0%

Contributions

The Company expects to contribute approximately ~~\$31,360,000~~ \$22,421,000 to the qualified plan during fiscal year ~~2023~~ 2024.

Benefits

The Company's expected future benefit payments are as follows:

Years Ending	Pension Plans	Postretirement Medical	
		Payments	Medicare Subsidy
~~2023~~ <u>2024</u>	~~24,687,253~~ <u>\$18,264,398</u>	~~2,619,874~~ <u>\$4,518,249</u>	~~96,970~~ <u>\$150,481</u>
~~2024~~ <u>2025</u>	~~26,797,036~~ <u>18,937,899</u>	~~2,075,013~~ <u>4,710,689</u>	~~109,386~~ <u>174,846</u>
~~2025~~ <u>2026</u>	~~30,115,883~~ <u>22,194,043</u>	~~3,300,409~~ <u>4,996,349</u>	~~127,388~~ <u>197,621</u>
~~2026~~ <u>2027</u>	~~33,827,470~~ <u>24,891,452</u>	~~3,720,833~~ <u>5,249,600</u>	~~147,359~~ <u>226,807</u>
~~2027~~ <u>2028</u>	~~35,963,498~~ <u>29,453,201</u>	~~4,128,959~~ <u>5,538,009</u>	~~172,058~~ <u>256,625</u>
~~2028-2032~~ <u>2029-2033</u>	~~240,893,476~~ <u>221,891,406</u>	~~28,631,115~~ <u>34,847,395</u>	~~1,265,315~~ <u>1,784,086</u>

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

7. Income Taxes

The components of federal, state and foreign income tax expense (benefit) are:

	2023		
	Current	Deferred	Total
Federal	\$	\$	\$
State	59,089,622	(6,937,827)	52,151,795
Foreign	866,729	—	866,729
	\$	\$	\$
			332,742,126

	2022		
	Current	Deferred	Total
Federal	\$	\$	\$
State	61,395,434	25,919,000	87,314,434
Foreign	327,878	—	327,878
	\$	\$	\$
			349,661,712

	2021		
	Current	Deferred	Total
Federal	\$	\$	\$
State	65,310,232	(4,214,325)	61,095,907
Foreign	66,339	—	66,339
	\$	\$	\$
			393,225,108

	2020		
	Current	Deferred	Total
Federal	\$	\$	\$
State	37,520,917	2,605,039	40,125,956
Foreign	42,732	—	42,732
	\$	\$	\$
			267,209,889

Income tax expense differs from the amount computed by applying the federal statutory rate of 21% to earnings before income taxes due to the following: (1) state income taxes, (2) state tax credits and (3) permanent differences, consisting primarily of nondeductible meals and entertainment and nondeductible officer's life insurance.

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amount of assets and liabilities presented in the consolidated financial statements and the amounts used for income tax purposes. Deferred tax assets aggregated \$1,374,238,000, \$1,475,099,000 and \$1,236,363,000, \$1,374,238,000 and deferred tax liabilities aggregated \$1,754,152,000, \$1,927,456,000 and \$1,510,689,100, \$1,754,152,100 at December 31, 2023 and 2022 and 2024, respectively. For the year ended December 31, 2022, 2023, the principal components of deferred tax assets include differences between federal and state basis of property, plant and equipment, advance payments, and certain accruals related to deferred compensation, postretirement health benefits, and leases. The principal components of deferred tax liabilities are related to property, plant and equipment, leases, and accrued pension benefits.

No valuation allowance was recorded against the Company's U.S. federal and state deferred tax assets at December 31, 2023 or 2022 or 2024. The Company's management believes it is more likely than not that the existing U.S. federal and state gross deferred tax assets will reverse during periods in which the deferred tax liabilities reverse or in which the Company generates net taxable income.

Chick-fil-A, Inc.

Notes to Consolidated Financial Statements

The Company had foreign deferred tax assets of ~~\$3,902,000~~ \$8,502,000 and ~~\$2,695,000~~ \$3,902,000 at December 31, 2023 and ~~2022 and 2021~~, respectively, which consist primarily of net operating loss carryforwards. At December 31, 2023 and ~~2022 and 2021~~, a full valuation allowance was recorded against our foreign deferred tax assets. The Company's management has considered all available positive and negative evidence to determine whether it will generate sufficient future taxable income to utilize the foreign deferred tax assets. A significant piece of objective negative evidence evaluated were the losses incurred from 2019 to ~~2022~~ 2023. Such objective evidence limits the ability to consider other subjective evidence, such as projections of future foreign taxable income. If or when recognized, the tax benefits related to any reversal of the valuation allowance against these foreign deferred tax assets will be accounted for as a reduction of income tax expense in the period such reversal occurs.

The Company notes that it currently does not have undistributed earnings due to losses in its foreign jurisdictions.

The Company had accrued interest related to unrecognized tax benefits of ~~\$2,889,000~~ \$3,917,000 and ~~\$1,856,000~~ \$2,889,000 recorded on our consolidated balance sheets as of December 31, 2023 and ~~2022 and 2021~~, respectively, of which ~~\$1,033,000~~ \$1,028,000 and ~~\$205,000~~ \$1,033,000 was recognized in the consolidated statements of comprehensive earnings as Income tax expense, respectively. The Company's policy is to record potential penalties and interest related to unrecognized tax benefits as income tax expense in the accompanying financial statements.

The Company files federal, state, and foreign income tax returns in jurisdictions with varying statutes of limitations. As of December 31, ~~2022~~ 2023, the ~~2019~~ 2020 through ~~2022~~ 2023 tax years generally remain subject to examination by federal and most state tax authorities.

The Company does not expect any significant change in unrecognized tax benefits during the next twelve months.

8. Other Comprehensive Earnings (Loss) and Accumulated Other Comprehensive Earnings (Loss)

The income tax benefit (expense) allocated to each component of other comprehensive earnings (loss) is:

		~~2022~~ <u>2023</u>	
	Before-Tax Earnings (Loss)	Tax ~~Benefit~~ (Expense) <u>Benefit</u>	Net-of-Tax Earnings (Loss)
Pension plans	\$ ~~27,531,592~~ <u>46,579,346</u>	\$ ~~(6,499,095)~~ <u>11,385,776</u>	\$ ~~21,032,497~~ <u>35,193,170</u>
Postretirement medical plan	~~70,220,749~~ <u>(15,764,846)</u>	~~(17,050,744)~~ <u>3,835,914</u>	~~53,170,005~~ <u>(11,928,932)</u>
Foreign currency translation	~~(2,386,969)~~ <u>2,904,702</u>	~~580,793~~ <u>(707,089)</u>	~~(1,806,176)~~ <u>2,197,613</u>
Derivative financial instruments	~~12,044,348~~ <u>(3,576,274)</u>	~~(2,926,957)~~ <u>870,958</u>	~~9,117,391~~ <u>(2,705,316)</u>
Other comprehensive ~~earnings~~ (loss) <u>earnings</u>	\$ ~~107,409,720~~ <u>30,142,928</u>	\$ ~~(25,896,000)~~ <u>7,385,993</u>	\$ ~~81,513,720~~ <u>22,756,935</u>

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

2021

	2022		
	Before-Tax Earnings (Loss)	Tax Benefit (Expense)	Net-of-Tax Earnings (Loss)
Pension plans	\$	\$	\$ 21,032,497
Postretirement medical plan	70,220,749	(17,050,741)	53,170,008
Foreign currency translation	(2,386,969)	580,793	(1,806,176)
Derivative financial instruments	12,044,348	(2,926,957)	9,117,391
Other comprehensive (loss) earnings	\$	\$ (25,896,000)	\$ 81,513,720

	Before-Tax Earnings (Loss)	Tax Benefit (Expense)	Net-of-Tax Earnings (Loss)
Pension plans	\$ (40,125,157)	\$ 9,414,420	\$ (30,711,037)
Postretirement medical plan	(19,632,610)	4,703,156	(14,929,454)
Foreign currency translation	(12,534)	(2,275)	(14,809)
Derivative financial instruments	6,322,420	(1,554,001)	4,768,419
Other comprehensive earnings (loss)	\$(53,447,881)	\$ 12,561,000	\$(40,886,881)

2020

	2021		
	Before-Tax Earnings (Loss)	Tax Benefit (Expense)	Net-of-Tax Earnings (Loss)
Pension plans	\$	\$	\$ (30,711,037)
Postretirement medical plan	(19,632,610)	4,703,156	(14,929,454)
Foreign currency translation	(12,534)	(2,275)	(14,809)
Derivative financial instruments	6,322,420	(1,554,001)	4,768,419
Other comprehensive (loss) earnings	\$	\$	\$ (40,886,881)

	Before-Tax Earnings (Loss)	Tax Benefit (Expense)	Net-of-Tax Earnings (Loss)
Pension plans	\$ (133,340,764)	\$ 33,192,000	\$ (100,148,764)
Postretirement medical plan	(29,791,901)	7,376,000	(22,415,901)
Foreign currency translation	556,701 (131,000)	425,701	
Derivative financial instruments	(6,314,104)	1,587,000	(4,727,104)
Other comprehensive earnings (loss)	\$(168,890,068)	\$ 42,024,000	\$(126,866,068)

The accumulated balances for each component of other comprehensive earnings (loss), net-of-tax are presented below:

Pension Plans	Post-retirement Medical Plan		Foreign Currency Translation Pension Plans	Change in Fair Value of Derivative Financial Instruments Post-retirement Medical Plan	Change in Fair Value of Derivative Financial Instruments	Accumulated Other Comprehensive (Loss) Earnings
Balance at	\$ (14,588,378)	\$			\$ (6,453,390)	\$ (111,693,720)
Change in	(22,601,422)	4			(5,714,067)	(132,955,386)
Reclassification to net	4	185,521	—		986,963	6,089,318
Balance at December 31, 2020			\$ (190,875,554)	\$ (37,004,279)	\$ 501,064	\$ (11,180,494)
Change during period			(42,153,797)	(16,220.9)	(14,809)	2,633,315
Reclassification to net earnings						
			11,442,760	1,291,446	—	2,135,104
Balance at December 31, 2021						
			\$	\$	\$	\$
						(279,446,081)

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

Change during period	9,350,847	51,770.83	(1,806.1	7,228,234	66,543,739
Reclassification to net earnings					
	11,681,650	1,399,174	—	1,889,157	14,969,981
Balance at December 31, 2022					
	\$	\$	\$(1,319,	\$	\$ (197,932,4
Change during period	<u>26,696,282</u>	<u>(12,453.7</u>	<u>2,197.61</u>	<u>—</u>	<u>16,440,185</u>
Reclassification to net earnings					
	<u>8,497,288</u>	<u>524,778</u>	<u>—</u>	<u>(2,705,316)</u>	<u>6,316,750</u>
Balance at December 31, 2023					
	\$	\$	\$	\$	\$ (175,175,4

9. Related-Party Transactions

The Company provides accounting, tax, consulting, and other related services to certain of our related-party affiliates. We are reimbursed for all payroll and other operating costs associated with the performance of such services through the payment of an administration fee. This administration fee is recognized when earned and is recorded in Other income within the

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

accompanying consolidated statements of comprehensive earnings. In total, amounts earned

related to the performance of the agreed upon services were approximately ~~\$5,629,000~~ 6,787,000, ~~\$5,644,000~~ 5,629,000, and ~~\$5,692,000~~ 5,644,000 for the years ended December 31, 2023, 2022, and 2021, ~~and 2020~~, respectively.

One of the Company's principal shareholders owns a substantial interest in a company which sold fixtures to the Company aggregating approximately ~~\$23,092,000~~ 26,572,000, ~~\$20,097,000~~ 23,092,000, and ~~\$15,621,000~~ 20,097,000 during the years ended December 31, 2023, 2022, and 2021 ~~and 2020~~, respectively.

10. Leases

The Company is the lessee in a significant real estate portfolio related to our free-standing and mall restaurant locations. The Company's leases are structured either as ground leases, where we lease the land and subsequently construct the restaurant, or as space leases, where we lease the land along with the respective building space. Our restaurant real estate leases, exclusive of traditional mall leases, are generally long-term in nature, with non-cancellable, base lease terms ranging between 10 and 20 years and typically provide for periodic rent escalations and optional renewal periods. Rent escalations vary between leases but commonly occur every five years at an escalation rate between 10% and 12%. Lease renewal options are generally exercisable at the Company's sole discretion and are typically structured to occur in multiple five-year increments.

The Company's traditional mall leases generally have shorter lease terms, usually less than ten years, and typically do not contain as many optional renewal periods as the Company's free standing restaurant leases. In addition to fixed minimum monthly lease payments, some of the Company's leases, primarily those in our traditional mall spaces, provide for contingent rentals that are calculated based on certain achieved restaurant sales thresholds. Due to the variable nature of these payments, they are typically not included in the measurement of the lease asset and liability and are included as a component of variable lease expense.

The Company leases or subleases each franchised restaurant location to restaurant franchisees under month-to-month lease agreements. Under the Company's domestic franchisee lease agreements, rent paid by franchisees to the Company for the use of real estate is subject to a maximum of 6% of restaurant sales. The Company also leases or subleases equipment to restaurant franchisees under month-to-month lease agreements. Equipment rental charges are determined based upon the restaurant concept type and are charged to franchisees monthly. The Company recognizes rental and subrental income within Rental income on the accompanying statements of comprehensive earnings. In accordance with ASC 842, the Company reports right-of-use assets subject to sublease to restaurant franchisees separately from other right-of-use assets on our accompanying consolidated ~~balances~~ balance sheets.

In addition to ~~the Company's~~ restaurant real estate ~~lease portfolio, we~~, the Company additionally ~~lease~~ leases real estate for certain of our corporate office locations, distribution and manufacturing facilities related to our ~~restaurant~~ distribution and lemon juicing production operations, as well as certain restaurant and corporate office equipment. Our real estate leases for corporate office locations, distribution and manufacturing facilities are generally long-term in nature, with non-cancellable, base lease terms ranging between 10 and 20 years and typically provide for optional renewal periods. Our equipment leases for use in corporate offices, distribution and manufacturing facilities, and restaurants have terms and conditions varying depending on the nature of the equipment.

The following table summarizes the components of the Company's lease cost:

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

		Year ended ~~Classification~~ December 31, December 31, ~~2024~~	Year ended December 31, 2022	Year ended December 31, ~~2022~~
Classification		2023	2022	2021
Finance lease cost:				
Amortization of ~~Amortization of~~ ~~finance lease~~ assets	Depreciation and amortization	\$ 76,247,392	\$ 55,990,878	\$ 40,073,760
Interest on finance lease liabilities	Interest	48,972,489	34,022,600	22,195,065
	Selling, general and ~~administrative~~ ~~and~~ ~~administrative~~ expenses	212,993,424	205,915,635	206,467,686
Operating lease cost				
Short-term lease cost	Short-term lease cost	14,890,778	11,158,073	16,628,422
	Selling, general and ~~administrative~~ ~~and~~ ~~administrative~~ expenses	81,090,399	74,662,783	61,517,744
Variable lease cost				
Sublease income	Rental income	(330,130,320)	(294,778,967)	(258,069,827)
Total lease cost		\$ 105,801,806	\$ 90,703,707	\$ 83,342,501

The following table includes supplemental information regarding the Company's operating and finance leases:

		Year ended ~~December~~ Year ended December 31, ~~2022~~	Year ended December 31, ~~2024~~	Year ended December 31, 2021
		2023	2022	2021
Operating leases:				
Cash paid related to operating lease liabilities		\$ 190,821,212	\$ 184,141,455	\$ 178,548,755
Lease liabilities arising from obtaining ~~right-of-use~~ ~~right-of-use~~ assets ⁽⁺⁾		\$ 112,807,240	\$ 87,257,191	\$ 2,879,127,909
Weighted-average discount rate		3.27%	3.07%	2.96%
Weighted-average remaining lease term (years)		19.3	20.2	21.0
Finance leases:				
Cash paid related to finance lease liabilities		\$ 83,257,527	\$ 56,290,857	\$ 39,802,133
Lease liabilities arising from obtaining ~~right-of-use~~ ~~right-of-use~~ assets ⁽⁺⁾		\$ 301,626,133	\$ 317,423,823	\$ 868,123,502
Weighted-average discount rate		4.13%	3.60%	3.06%
Weighted-average remaining lease term (years)		18.8	19.6	20.7

(1) The balances for the year ended December 31, 2021 includes the initial impact of ASC 842 adoption. Refer to Note 1, Summary of Significant Accounting Policies for additional information.

The Company has also entered into sale and leaseback transactions for certain of our real estate assets where we are not permitted to recognize a sale due to our continued control of the leased real estate following sale. For each of these transactions, the Company does not derecognize the underlying real estate asset and recognizes a financing obligation liability equal to the proceeds from sale less selling costs. The Company subsequently classifies and measures the asset

consistent with our policy for our other owned assets. The recorded financing obligation is amortized using the effective interest method, with future lease payments allocated between interest expense and reduction of the recorded financing obligation. As of December 31, [2023 and 2022](#)~~and 2021~~, the Company has liabilities related to failed sale-leaseback transactions of approximately

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

\$14,851,000 and \$14,912,000 ~~and \$13,025,000~~, respectively, which is recorded within Financing obligations on the accompanying consolidated balance sheets.

Future maturities for the Company's commenced operating and finance leases are as follows:

	Operating Leases ⁽¹⁾	Finance Leases ⁽²⁾
Years Ending December 31.		
	\$	
~~2023~~ <u>2024</u>	~~181,854,204~~ <u>197,821,524</u>	~~\$76,927,238~~ <u>98,567</u>
~~2024~~ <u>2025</u>	~~182,664,547~~ <u>194,282,276</u>	~~75,882,393~~ <u>101,632,108</u>
~~2025~~ <u>2026</u>	~~181,423,598~~ <u>190,751,462</u>	~~76,486,728~~ <u>102,983,396</u>
~~2026~~ <u>2027</u>	~~180,446,584~~ <u>187,622,537</u>	~~77,743,494~~ <u>104,895,576</u>
~~2027~~ <u>2028</u>	~~179,387,868~~ <u>186,666,993</u>	~~79,715,755~~ <u>106,372,187</u>
~~2028~~ <u>2029</u> and thereafter	~~2,831,760,623~~ <u>2,788,963,328</u>	~~1,297,700,742~~ <u>1,606,854,342</u>
Total lease payments	~~3,737,537,424~~ <u>3,746,108,120</u>	~~1,684,456,350~~ <u>2,121,305,553</u>
Less: Amounts representing interest	~~1,010,274,145~~ <u>1,014,209,037</u>	~~497,057,175~~ <u>666,373,883</u>
	\$	
Present value of lease liabilities	~~2,727,263,276~~ <u>2,731,899,083</u>	~~\$1,187,399,175~~ <u>1,454,931,670</u>

(1) Operating lease payments include \$~~2,051,403,283~~2,027,944,951 related to options to extend lease terms that are reasonably certain of being exercised. (2) Finance lease payments include \$~~460,165,135~~553,720,493 related to options to extend lease terms that are reasonably certain of being exercised.

Previous Lease Guidance Disclosures

~~Total rent expense for operating leases under previous lease guidance, including both minimum lease payments and contingent rentals, was approximately \$251,438,000 for the year ended December 31, 2020, and is recorded within Selling, general and administrative expenses on the accompanying consolidated statements of comprehensive earnings.~~

11. Equity Method Investments

The Company accounts for our equity investments where we own a non-controlling interest, but exercise significant influence, under the equity method of accounting. Under the equity method of accounting, our original cost of the investment is adjusted for our share of equity in the earnings (loss) of the equity investee and reduced by dividends and distributions of capital received.

In January 2018, the Company executed a subscription agreement with Westside Future Fund, Inc. whereby the Company subscribed for a limited liability company interest in WFF Real Estate Investment Fund, LLC, a Georgia limited liability company ("WFF"). WFF is a social impact fund organized in 2017 and is intended to make investments in real estate projects with the purpose of revitalizing target neighborhoods in Atlanta, GA. The Company holds an 16.67% equity interest in WFF. For the years ended December 31, 2023, 2022, and 2021, ~~and 2020~~, the Company made capital investments totaling ~~\$6,000,000~~, ~~\$6,000,000~~, and ~~\$2,000,000~~ respectively. ~~For the years ended December 31, 2022, 2021, and 2020, the Company has recorded losses of approximately \$126,000, \$76,000, and \$168,000 respectively, which is reported within Other income on the accompanying consolidated statements of comprehensive earnings.~~ As of December 31, 2023 and 2022 ~~and 2021~~, the carrying amount of the Company's investment in WFF is approximately

Chick-fil-A, Inc.
Notes to Consolidated Financial Statements

\$~~12,191,000~~12,174,000 and \$~~6,317,000~~12,191,000, respectively, which is reported within Investments in the accompanying consolidated balance sheets.

12. Health Insurance

Through the period ending December 31, 2021, the Company participated in a health insurance trust along with certain affiliated entities to fund medical, dental, vision and other related insurance benefits to certain eligible employees. ~~The Company's restaurant franchisees historically participated in the trust but terminated their participation effective December 31, 2020.~~ Premiums were paid to the health insurance trust by participating entities on behalf of their enrolled employees. Premiums paid to the health insurance trust by the Company totaled approximately \$54,385,000 ~~and \$47,031,000 during 2021 and 2020, respectively,~~ with such amounts recorded

within Selling, general and administrative expenses on the consolidated ~~statements~~statement of comprehensive earnings for ~~all periods presented~~the period ended December 31, 2021. These premiums accounted for approximately 85% ~~and 32%~~ of the total amount paid to the health insurance trust by all participating entities during 2021 ~~and 2020, respectively.~~

Premiums paid by the Company to the trust were paid directly by the trust to the health insurance providers who funded the full cost of all reported health insurance claims as losses become due and payable. As a result, the Company was liable only for our monthly premium payments to the trust and did not accrue for incurred but unreported insurance claims.

Effective December 31, 2021, the health insurance trust was dissolved and all remaining funds were disbursed to the respective insurance providers. For the year ended December 31, 2022, the Company participated in a single employer health insurance plan and paid health insurance premiums directly to our health insurance provider who funded the full cost of all reported health insurance claims as losses become due and payable. The Company paid health insurance premiums of approximately \$72,572,000 for the year ending December 31, 2022 with such amounts recorded within Selling, general and administrative expenses on the consolidated ~~statements~~statement of comprehensive earnings.

Beginning January 1, 2023, the Company is primarily self-insured for our employee health, dental, and vision insurance. The Company contracts with a third-party administrator to supervise and administer the program. Employee medical claims exceeding certain stated deductibles are covered under stop-loss insurance policies purchased by the Company. Accrued liabilities under our self-insurance plan are recorded based on actuarial estimates of the ultimate costs to settle known claims as well as estimates for claims incurred but not yet reported as of the balance sheet date. Insurance accruals additionally include plan administrative costs as well as amounts due and payable to the Company under certain pharmacy rebate programs.

For the year ended December 31, 2023, the Company recognized expenses under our self-insurance programs totaling approximately \$82,407,000, which is recorded in Selling, general, and administrative expenses on the consolidated statements of comprehensive earnings. As of December 31, 2023, the Company recorded a self-insurance liability reflecting incurred but unfunded claims of approximately \$6,594,000, which is included in Accrued expenses and obligations on the consolidated balance sheet.

13. Letters of Credit

The Company has established various letters of credit. Such letters of credit totaled approximately ~~\$9,096,000~~8,782,000, ~~\$19,262,000~~9,096,000, and ~~\$26,693,000~~19,262,000 at December 31, 2023, ~~2022,~~ and ~~2021 and 2020,~~ respectively.

14. Commitments and Contingencies

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a

material adverse effect on the Company's consolidated financial position, results of operations, or liquidity.

Broiler Chicken Antitrust Litigation

In December 2020, the Company filed a lawsuit in the United States District Court for the Northern District of Illinois against several chicken producers, including our suppliers, alleging a conspiracy among defendants to fix, raise, maintain, and stabilize the price of broiler chickens in violation of

federal antitrust laws. In 2022, the Company finalized settlement agreements with two poultry suppliers, which resulted in the Company receiving settlement payments in exchange for dismissing with prejudice our claims against the respective suppliers. The case, *In re Broiler Chicken Antitrust Litigation*, No. 1:16-cv-08637, remains pending as of the date of these financial statements. The Company may enter into additional settlement agreements with other poultry suppliers in the future as a part of our ongoing proceedings with respect to this case.

The Company has committed a total capital subscription of \$20,000,000 in exchange for our limited liability interest in WFF. The amount and timing of the Company's required capital contributions is at the direction of WFF; however no more than 50% of the Company's total capital subscription will be required to be paid in any twelve-month period. As of December 31, ~~2022~~2023, the Company has outstanding, unpaid capital subscriptions totaling \$7,000,000.

In November 2020 the Company executed a subscription agreement with Engage Venture Fund II, LP ("Engage II"), a Delaware limited partnership, whereby the Company subscribed to a limited partnership interest. Engage II was formed to promote innovation through connections between startups, corporations, university researchers, and the venture community. The Company has committed a total capital subscription of \$3,000,000 to be paid in installments over the next five years. As of December 31, 2023 the Company has paid \$2,625,000 towards our capital subscription.

15. Subsequent Events

In accordance with ASC 855, *Subsequent Events*, the Company evaluated the impact of subsequent events on the financial statements as of March ~~24~~22, ~~2023~~2024, the report issuance date. No material subsequent events were noted through this date that would materially affect the consolidated financial statements or require additional disclosure.

Summary report: Litera Compare for Word 11.3.0.46 Document comparison done on 4/4/2024 9:37:50 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Chick-fil-A Inc. FY 2022 Financial Statements_final.pdf	
Modified filename: Chick-fil-A Inc. FY 2023 Financial Statements_final.pdf	
Changes:	
<u>Add</u>	850
~~Delete~~	817
~~Move From~~	0
<u>Move To</u>	0
<u>Table Insert</u>	72
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<u>Table moves to</u>	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	6
Embedded Excel	0
Format changes	0
Total Changes:	1803

EXHIBIT “D”

TABLE OF CONTENTS OF CHICK-FIL-A MANUALS

Table of Contents

Covid-19 Temporary Operational Requirements	11
General Production	12
Hot Entrée Products	18
Cold Entrée Products	28
Hot Sides	34
Cold Sides	37
Breakfast Items	39
Beverages	48
Desserts	52
Condiments	56
Grooming	57
Uniform	58
General Service Requirements	60
Inside Ordering Experience	62
Drive-thru Experience	63
Digital and On Demand Platforms	65
Mobile Ordering and Paying with Chick-fil-A One	68
Guest Recovery	73
Licensed Locations	75
Cleaning and Chemical Requirements	81
Facilities and Equipment	86
Catering Requirements	110
Seasonal Product Requirements	115
Off Menu Items	119

EXHIBIT “E”

**LIST OF OPERATOR RESTAURANTS, CHICK-FIL-A
OPERATED RESTAURANTS AND LICENSED UNITS**

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

ST	Type	Operator Name	location Addr1	location City	Zip	Phone
AL	OPR	~~Constantine~~ -Zouboukos, <u>Constantine D. (Constantine)</u>	125 Colonial Promenade Pkwy	Alabaster	35007-3130	~~205/685-1190~~ <u>205-685-1190</u>
AL	OPR	~~Murphree~~ , Lois Ann ~~Murphree~~ <u>Billings (Lois Ann)</u>	3899 Hwy 280	Alexander City	35010	~~938/867-4799~~ <u>938-867-4799</u>
AL	OPR	~~Matthew~~ -Kyle, <u>Matthew Stuart (Matthew)</u>	1291 ~~US~~ <u>Us</u> Highway 72 E	Athens	35611-4403	~~256/233-8900~~ <u>256-233-8900</u>
AL	OPR	~~Bob McFadden~~ <u>Bowling, William Alan (Will)</u>	~~326 W Magnolia Ave~~ <u>1627 Opelika Rd Ste 54</u>	Auburn	~~36832-1402~~ <u>36830-1720</u>	~~334/826-7630~~ <u>334-887-5429</u>
AL	OPR	~~Will Bowling~~ <u>McFadden, Robert Barr (Bob)</u>	~~1627 Opelika Rd Ste 54~~ <u>326 W Magnolia Ave</u>	Auburn	~~36830-1720~~ <u>36832-1402</u>	~~334/887-5429~~ <u>334-826-7630</u>
AL	OPR	~~Brian~~ -Schubert, <u>Brian A. (Brian)</u>	6000 Harris Ln	Bessemer	35022-7302	~~205/426-3190~~ <u>205-426-3190</u>
AL	OPR	~~Corey~~ -Braun, <u>Corey Allen (Corey)</u>	5375 Highway 280	Birmingham	35242-5317	~~205/995-8333~~ <u>205-995-8333</u>
AL	OPR	<u>Humphreville, Nathaniel D. (Nathaniel)</u>	<u>2000 Highland Ave S</u>	<u>Birmingham</u>	<u>35205-3802</u>	<u>205-930-8000</u>
AL	~~TMP~~ <u>OPR</u>	~~Eric~~ -Mapoles, <u>Eric William Johnson (Eric)</u>	1913 5th Ave N	Birmingham	35203-2608	~~205/324-6161~~ <u>205-324-6161</u>
AL	OPR	~~Mark~~ -Meadows, <u>William Mark (Mark)</u>	4620 US 280 South	Birmingham	35242	~~205/995-9925~~ <u>205-995-9925</u>
AL	OPR	~~Mark~~ -Nichols, <u>Mark Eric (Mark)</u>	5886 Trussville Crossings Pkwy	Birmingham	35235-8633	~~205/661-0544~~ <u>205-661-0544</u>
AL	OPR	~~Mark~~ -Nichols, <u>Mark Eric (Mark)</u>	9345 Parkway E	Birmingham	35215-8303	~~205/836-0003~~ <u>205-836-0003</u>
AL	OPR	<u>Nathaniel Humphreville</u>	<u>2000 Highland Ave S</u>	<u>Birmingham</u>	<u>35205-3802</u>	<u>205/930-8000</u>
AL	OPR	~~Brad~~ -Johnson, <u>Bradley Steven (Brad)</u>	64 Highway 304	Calera	35040-5551	~~205/668-7483~~ <u>205-668-7483</u>
AL	OPR	~~Randy~~ -Earnest, <u>John Randall (Randy)</u>	1830 Cherokee Ave ~~SW~~ <u>Sw</u>	Cullman	35055-5546	~~256/735-1650~~ <u>256-735-1650</u>
AL	OPR	~~Randy Earnest~~ <u>Nance, Daniel William (Daniel)</u>	~~1830 Cherokee Ave SW~~ <u>1682 Us Highway 98</u>	~~Cullman~~ <u>Daphne</u>	~~35055-5546~~ <u>35056-4252</u>	~~251-621-3215~~ <u>251-621-3215</u>
AL	OPR	~~Daniel Nance~~ <u>Keith, Barry Dean (Barry)</u>	~~1682 US~~ <u>2502</u> Highway ~~98~~ <u>31 S</u>	~~Daphne~~ <u>Decatur</u>	~~36626-4252~~ <u>36603-1504</u>	~~251/621-3215~~ <u>256-822-1014</u>
AL	OPR	~~Barry~~ -Keith, <u>Barry Dean (Barry)</u>	1809 Beltline Rd SW	Decatur	35601-5506	~~256/355-3035~~ <u>256-355-3035</u>
AL	OPR	<u>Barry Keith</u>	<u>2502 Highway 31 S</u>	<u>Decatur</u>	<u>35603-1504</u>	<u>256/822-1014</u>
AL	OPR	~~David~~ -Bailey, <u>David Leroy III (David)</u>	1905 E Main St	Dothan	36301-3015	~~334/792-2498~~ <u>334-792-2498</u>
AL	~~OPR~~ <u>TM P</u>	~~Jeff Koch~~ <u>Franck, Alex</u>	3418 Ross Clark Cir	Dothan	36303-2525	~~334/712-4849~~ <u>334-712-4849</u>
AL	OPR	~~Kevin~~ -Crisler, <u>Kevin Milton (Kevin)</u>	626 Boll Weevil Cir	Enterprise	36330-2734	~~334/347-4747~~ <u>334-347-4747</u>
AL	OPR	~~Daniel~~ -Pulley, <u>Daniel Ray (Daniel)</u>	900 S Eufaula Ave	Eufaula	36027-2608	~~334/687-8999~~ <u>334-687-8999</u>
AL	OPR	~~Brynn~~ -Albretsen, <u>Brynn Gilbreath (Brynn)</u>	341 Cox Creek Pkwy	Florence	35630-1539	~~256/764-0535~~ <u>256-764-0535</u>
AL	OPR	~~Wayne~~ -Mozley, <u>Wayne Thomas (Wayne)</u>	3013 S ~~McKenzie~~ <u>Mckenzie</u> St	Foley	36535-3411	~~251/971-6505~~ <u>251-971-6505</u>
AL	OPR	~~Kim~~ -Hall, <u>Kimberly Faye (Kim)</u>	1824 Glenn Blvd SW	Fort Payne	35968-3524	~~256/844-8384~~ <u>256-844-8384</u>
AL	OPR	~~Mike~~ -Holmes, <u>Thomas Michael (Mike)</u>	215 Howell St	Fultondale	35068-1678	~~205/841-1777~~ <u>205-841-1777</u>
AL	OPR	~~David~~ -Wilson, <u>James David Jr. (David)</u>	1008 S 4th St	Gadsden	35901-5227	~~256/543-7770~~ <u>256-543-7770</u>
AL	OPR	~~Mike~~ -Holmes, <u>Thomas Michael (Mike)</u>	385 Fieldstown Rd	Gardendale	35071-2490	~~205/608-3488~~ <u>205-608-3488</u>
AL	OPR	~~Bob~~ -Moore, <u>W. Robert (Bob)</u>	11488 US Highway 431	Guntersville	35976-5614	~~256/894-8303~~ <u>256-894-8303</u>
AL	OPR	~~Brad~~ -Nichols, <u>Bradley Eric (Brad)</u>	2432 Helena Rd	Helena	35080-3271	~~205/922-1153~~ <u>205-922-1153</u>
AL	OPR	~~Rodney~~ -Jackson, <u>Rodney L. (Rodney)</u>	211 Lakeshore Pkwy	Homewood	35209-7108	~~205/945-6062~~ <u>205-945-6062</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						942-6862
AL	OPR	~~David Jackson~~	1609 Montgomery Hwy	Hoover	35216	205/979-9990
AL	OPR	~~Jeffrey Foster~~ , Jeffrey Alan (Jeffrey)	5658 Grove Blvd	Hoover	35226-4608	~~205/989-1701~~ 205-989-1701
AL	OPR	~~Morris Jackson~~ , David Lee (David)	~~2000 Riverchase Galleria Ste 158B~~ 1609 Montgomery Hwy	Hoover	~~35244-2325~~ 35216	~~205/987-2244~~ 205-979-9990
AL	OPR	~~Morris Jackson~~ , Morris Lee (Morris)	3020 John Hawkins Pkwy	Hoover	35244-1011	~~205/987-7568~~ 205-987-7568
AL	OPR	~~Beth Monroe~~ Jackson, Morris Lee (Morris)	~~2801 Memorial Pkwy SW~~ 2000 Riverchase Galleria Ste 70158B	~~Huntsville~~ Hoover	~~35801-5645~~ 35244-2325	~~256/533-9206~~ 205-987-2244
AL	OPR	~~Bryan Barlock~~	~~11820 Memorial Pkwy SW~~	~~Huntsville~~	~~35803-3304~~	~~256/650-7014~~
AL	OPR	~~Heather Adams~~ , Heather Kyle (Heather)	402 Governors Dr SW	Huntsville	35801-5124	~~256/536-5150~~ 256-536-5150
AL	OPR	~~Heather Adams~~ , Heather Kyle (Heather)	4751 Whitesburg Dr SE	Huntsville	35802-1632	~~256/880-4080~~ 256-880-4080
AL	OPR	Barlock, Bryan Christopher (Bryan)	11820 Memorial Pkwy SW	Huntsville	35803-3304	256-650-7014
AL	OPR	~~Norman Dull~~ , Norman Wade (Norman)	4733 University Dr ~~NW~~ NW	Huntsville	35816-3407	~~256/837-1315~~ 256-837-1315
AL	TMP	Powell, Brandon	2801 Memorial Pkwy Sw Ste 70	Huntsville	35801-5645	256-533-9206
AL	OPR	~~Scott Powers~~ , Douglas Scott (Scott)	1648 Montclair Rd	Irondale	35210-2410	~~205/957-2229~~ 205-957-2229
AL	OPR	~~Jason Soriano~~ , Jason Martin (Jason)	500 Pelham Rd S	Jacksonville	36265-2706	~~256/782-0900~~ 256-782-0900
AL	OPR	~~Ruth Grace~~ , Mary Ruth (Ruth)	1812 Highway 78 E	Jasper	35501-4038	~~205/221-0308~~ 205-221-0308
AL	OPR	~~Scott Robinson~~ , C. Scott (Scott)	1808 Ashville Rd	Leeds	35094-7508	~~205/699-1118~~ 205-699-1118
AL	OPR	~~Norman Dull~~ , Norman Wade (Norman)	8300 Highway 72 W	Madison	35758-9572	~~256/837-7020~~ 256-837-7020
AL	OPR	Johnson, Holly Orr (Holly)	3215c Bel Air Mall	Mobile	36606-3207	251-476-8361
AL	OPR	~~Daniel Nance~~ , Daniel William (Daniel)	12 N Royal St	Mobile	36602-3802	~~251/434-9768~~ 251-434-9768
AL	OPR	~~Darin Wynn~~ Rosson, Glenn C. (Glenn)	~~3244 Dauphin St~~ 4707 Airport Blvd	Mobile	~~36606-4001~~ 36608-3145	~~251/476-0320~~ 251-461-9933
AL	OPR	~~Glenn Rosson~~ , Glenn C. (Glenn)	435 Schillinger Rd S	Mobile	36695-8911	~~251/639-1163~~ 251-639-1163
AL	OPR	~~Glenn Rosson~~ Wynn, Darin Alan (Darin)	~~4707 Airport Blvd~~ 3244 Dauphin St	Mobile	~~36608-3145~~ 36606-4001	~~251/461-9933~~ 251-476-0320
AL	OPR	~~Holly Johnson~~ Eike, Robert Matthew (Robert)	~~3215c Bel Air Mall~~ 2520 Eastern Blvd	~~Mobile~~ Montgomery	~~36606-3207~~ 36117-1552	~~251/476-8361~~ 334-271-0104
AL	OPR	Rogers, Stuart Randall (Stuart)	915 Ann St	Montgomery	36107-2001	334-262-2017
AL	OPR	~~Gary Soriano~~ , Gary M. (Gary)	201 Monroe St	Montgomery	36104-3735	~~334/293-4773~~ 334-293-4773
AL	OPR	Soriano, Gary M. (Gary)	6921 Eastchase Loop	Montgomery	36117-6876	334-271-1095

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

AL						
OPR						
Gary Soriano 8931 Eastchase Loop Montgomery 36117-6876						
334/271-1098						
CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23						
AL	OPR	Robert Eike	2682 Eastern Blvd	Montgomery	36117-1510	334/271-0104
AL	OPR	Stuart Rogers	915 Ann St	Montgomery	36107-2001	334/262-2017
AL	OPR	~~Luke~~ Kyle, <u>Luke Adam (Luke)</u>	511 Avalon Ave	Muscle Shoals	35661-2811	~~256/386-5442~~ <u>256-386-5442</u>
AL	OPR	~~Ashley~~ Gill, <u>Susan Ashley Soriano (Ashley)</u>	1620 ~~McFarland~~ <u>McFarland</u> Blvd	Northport	35476-3259	~~205/330-1110~~ <u>205-330-1110</u>
AL	<u>OPR</u>	~~OPR~~ Andrew Barnes, <u>Ruie Andrew Jr. (Andrew)</u>	2052 Tiger Town Pkwy	Opelika	36801-5486	~~334/741-7112~~ <u>334-741-7112</u>
AL	OPR	~~Charles~~ Rice, <u>Charles R. (Charles)</u>	6599 Highway 431 S	~~Overs~~ <u>Cross</u> ~~Reads~~ <u>Road</u>	~~35763-9217~~ <u>35763-9217</u>	~~256/288-0007~~ <u>256-288-0007</u>
AL	OPR	~~Wade~~ Bence, <u>Gregory Wade (Wade)</u>	201 Oxford Exchange Blvd	Oxford	36203-3455	~~256/835-6009~~ <u>256-835-6009</u>
AL	OPR	~~Wade~~ Bence, <u>Gregory Wade (Wade)</u>	700 Quintard Dr Ste ~~FC8~~ <u>Fc8</u>	Oxford	36203-1867	~~256/835-1887~~ <u>256-835-1887</u>
AL	OPR	~~Constantine~~ Zouboukos, <u>Constantine D. (Constantine)</u>	320 Cahaba Valley Rd	Pelham	35124-1398	~~205/403-3223~~ <u>205-403-3223</u>
AL	OPR	~~Brian~~ Jennings, <u>Brian Scott (Brian)</u>	1653 Martin St N	Pell City	35125-9350	~~205/525-0539~~ <u>205-525-0539</u>
AL	OPR	~~Todd~~ Morgan, <u>Todd Richard (Todd)</u>	3711 U S Hwy 280	Phenix City	36867	~~334/214-5599~~ <u>334-214-5599</u>
<u>AL</u>	<u>OPR</u>	<u>Grier, Daniel Wayne (Daniel)</u>	<u>2021 Fairview Ave</u>	<u>Prattville</u>	<u>36066-5240</u>	<u>334-568-7772</u>
AL	OPR	~~Daniel~~ Grier, <u>Daniel Wayne (Daniel)</u>	1967 Cobbs Ford Rd	Prattville	36066-7290	~~334/365-8222~~ <u>334-365-8222</u>
AL	OPR	~~Daniel~~ ~~Grier~~ <u>Monroe, Beth DeMaiores (Beth)</u>	~~2021 Fairview Ave~~ <u>368 Micah Way</u>	~~Prattville~~ <u>Scottsb</u> <u>oro</u>	~~36066-52403~~ <u>5769-4164</u>	~~334/568-7772~~ <u>256-575-4080</u>
AL	OPR	~~Johnathan~~ Sadlock, <u>Johnathan Clark (Johnathan)</u>	30500 SR 181 Suite B	Spanish Fort	36527	~~251/621-3020~~ <u>251-621-3020</u>
AL	OPR	~~Micah~~ Harris, <u>Micah Daniel (Micah)</u>	75 MCS Blvd	Sylacauga	35150-1139	~~256/245-0096~~ <u>256-245-0096</u>
AL	OPR	~~Andrew~~ Jones, <u>Andrew Riley (Andrew)</u>	1121 Highway 231 S	Troy	36081-3001	~~334/566-0505~~ <u>334-566-0505</u>
AL	OPR	~~Bryce~~ ~~Donaldson~~ <u>Boulware, William Martin (William)</u>	2014 McFarland Blvd E	Tuscaloosa	35404-5805	~~205/752-9999~~ <u>205-752-9999</u>
AL	OPR	~~William~~ Boulware, <u>William Martin (William)</u>	~~1701 McFarland Blvd E Ste 190~~ <u>4900</u> <u>Old Greensboro Rd</u>	Tuscaloosa	~~35404-58333~~ <u>5405-3919</u>	~~205/553-9195~~ <u>205-247-9980</u>
AL	<u>OPR</u> <u>TMP</u> <u>P</u>	~~William~~ Boulware <u>Brandt, Lee Forrest</u>	~~4900 Old Greensboro Rd~~ <u>1701</u> <u>McFarland Blvd E Ste 190</u>	Tuscaloosa	~~35405-39193~~ <u>5404-5833</u>	~~205/247-9980~~ <u>205-553-9195</u>
AL	OPR	~~Jerry~~ Cotney, <u>Jerry Hugh Jr. (Jerry)</u>	3949 Crosshaven Dr	Vestavia	35243-5417	~~205/871-1398~~ <u>205-871-1398</u>
AL	OPR	~~Rodney~~ Jackson, <u>Rodney L. (Rodney)</u>	513 Montgomery Hwy	Vestavia Hills	35216-1807	~~205/824-3540~~ <u>205-824-3540</u>
AR	OPR	~~Mark~~ Hufford, <u>Mark Alan (Mark)</u>	209 S Walton Blvd	Bentonville	72712-5701	~~479/273-3100~~ <u>479-273-3100</u>
AR	OPR	~~Guy~~ Parker, <u>Guy E. (Guy)</u>	2232 N Reynolds Rd	Bryant	72022-2534	~~501/653-0404~~ <u>501-653-0404</u>
AR	<u>TMP</u>	~~OPR~~ <u>Alan</u> ~~Kizer~~ <u>McFarland, Brent</u>	~~1115 E Oak~~ <u>801 W Main St</u>	~~Conway~~ <u>Cabot</u>	~~72032-59257~~ <u>2023</u>	~~501/513-1122~~ <u>501-431-2181</u>
AR	<u>OPR</u>	~~OPR~~ <u>Alan</u> ~~Kizer~~ <u>Alan Ray (Alan)</u>	2510 Prince St	Conway	72034-3756	~~501/505-8645~~ <u>501-505-8645</u>
AR	OPR	~~David~~ Salinas <u>Kizer, Alan Ray (Alan)</u>	~~1369 W Martin Luther King Jr Blvd~~ <u>1115 E Oak St</u>	~~Fayetteville~~ <u>Con</u> <u>way</u>	~~72701-63177~~ <u>2032-5925</u>	~~479/444-6053~~ <u>501-513-1122</u>
AR	OPR	~~Paige~~ Frost, <u>Paige Burnette (Paige)</u>	4180 N College Ave	Fayetteville	72703-5120	~~479/443-0343~~ <u>479-443-0343</u>

AR	OPR	~~Salinas~~ , Raziell David (David)	1369 W Martin Luther King Jr Blvd	Fayetteville	72701-6317	479-444-6053
AR	~~TMP~~ OPR	~~Mitchell~~ -Kelley, <u>Mitchell James (Mitchell)</u>	6810 Rogers Ave	Fort Smith	72903-4068	~~479/484-5152~~ 479-484-5152
AR	OPR	~~Jonathan~~ -Richardson, <u>William Jonathan (Jonathan)</u>	100 Cornerstone Blvd	Hot Springs	71913-6506	~~501/520-0620~~ 501-520-0620
AR	OPR	~~Tyler~~ -Mitchell, <u>Tyler Charles (Tyler)</u>	1800 Red Wolf Blvd	Jonesboro	72401-5433	~~870/910-6611~~ 870-910-6611
AR	~~OPR~~ OPR	~~Roller~~ ~~Ackley~~ , Benjamin Blake (Ben)	~~6201 W Markham~~ <u>701 Broadway St</u>	Little Rock	~~72205-3116~~ <u>2201-4121</u>	~~501/663-8080~~ 501-436-6146
AR	OPR	~~Ben Ackley~~ <u>Green</u> , Stefan R. (Stefan)	~~701 Broadway St~~ <u>2 Bass Pro Dr</u>	Little Rock	~~72201-4121~~ <u>2210-3055</u>	~~501/436-6146~~ 501-455-2226
AR	~~TMP~~ OPR	~~Jeremie Studivant~~ <u>Harding</u> , Michel Aric (Michel)	~~6000 W Markham St~~ <u>11525 Cantrell Rd</u>	Little Rock	~~72205-3198~~ <u>2212-1700</u>	~~501/663-0304~~ 501-223-5111
AR	OPR	~~John Spenst~~ <u>Roller</u> , Andrew James (A.J.)	~~12500~~ <u>6201 W Markham St</u>	Little Rock	~~72211-3310~~ <u>2205-3116</u>	~~501/228-0404~~ 501-663-8080
AR	OPR	~~Michel Harding~~ <u>Spent</u> , John Paul (John)	~~11525 Cantrell Rd~~ <u>12500 W Markham St</u>	Little Rock	~~72212-1700~~ <u>2211-3310</u>	~~501/223-5111~~ 501-228-0404
AR	~~OPR~~ TM	~~Stefan Green~~ <u>Studivant</u> , Jeremie	~~2 Bass Pro Dr~~ <u>6000 W Markham St</u>	Little Rock	~~72210-3055~~ <u>2205-3198</u>	~~501/455-2226~~ 501-663-0304
AR	~~OPR~~ TM	~~Carter Tucker~~ <u>Padgett</u> , Matthew Chase (Chase)	113 Commons Dr	Maumelle	72113-7266	~~501/851-1810~~ 501-851-1810
AR	OPR	~~Dale~~ -Stock, <u>Dale A. (Dale)</u>	4320 E ~~McCain~~ <u>Mccain</u> Blvd	~~North Little Rock~~ <u>Rock Rd</u>	~~72117-2517~~ <u>72117-2517</u>	~~501/945-1818~~ 501-945-1818
AR	OPR	<u>Branch</u> , Katie M.S. (Katie)	<u>5701 S. Olive St.</u>	<u>Pine Bluff</u>	<u>71603</u>	<u>870-619-1630</u>
AR	OPR	~~Jim~~ -Bryant, <u>James William (Jim)</u>	2601 W Pleasant Grove Rd	Rogers	72758-5802	~~479/246-0003~~ 479-246-0003
AR	OPR	~~Jim~~ -Bryant, <u>James William (Jim)</u>	4893 W Pauline Whitaker Pkwy	Rogers	72758-5062	~~479/254-4004~~ 479-254-4004
AR	OPR	~~Mark~~ -Hufford, <u>Mark Alan (Mark)</u>	4001 W Walnut St	Rogers	72756-1842	~~479/636-4664~~ 479-636-4664
AR	OPR	~~Tim~~ -Douglass, <u>Timothy Richard (Tim)</u>	3089 E Main St	Russellville	72802-9643	~~479/967-0220~~ 479-967-0220
AR	OPR	~~Matthew~~ -Harbin, <u>Matthew Henderson (Matthew)</u>	3683 E Race Ave	Searcy	72143-6204	~~501/268-0232~~ 501-268-0232
AR	OPR	~~Brian~~ -Stanley, <u>Brian Jeffrey (Brian)</u>	5675 W Sunset Ave	Springdale	72762-0746	~~479/317-4320~~ 479-317-4320
AR	OPR	~~Jonathan~~ -Cardwell, <u>Jonathan Wray (Jonathan)</u>	206 W Service Rd	West Memphis	72301	~~870/400-0081~~ 870-400-0081
AZ	OPR	~~Bruce~~ -Ploeser, <u>Bruce Allen (Bruce)</u>	10180 W ~~McDowell~~ <u>Mcdowell</u> Rd	Avondale	85392-4841	~~623/907-4780~~ 623-907-4780
AZ	OPR	~~Megan~~ -Johnson, <u>Megan L. (Megan)</u>	893 N Promenade Pkwy	Casa Grande	85194-5408	~~520/876-9001~~ 520-876-9001
AZ	OPR	~~Don~~ -Elam, <u>Donald Lee (Don)</u>	2550 W Chandler Blvd	Chandler	85224-4905	~~480/855-1555~~ 480-855-1555
AZ	OPR	~~Kory~~ -Kaye, <u>Kory Shire (Kory)</u>	2900 E Germann Rd	Chandler	85286-1404	~~480/812-1717~~ 480-812-1717
AZ	~~OPR~~ TM	~~Scott Yarbrough~~ <u>Jensen</u> , Lance	3871 S Arizona Ave	Chandler	85248-2701	~~480/895-2002~~ 480-635-4850
AZ	OPR	<u>Vickroy</u> , Nathan Ray (Nathan)	<u>2401 E. Route 66</u>	<u>Flagstaff</u>	<u>86004-3554</u>	<u>928-889-3111</u>
AZ	OPR	~~Nathan~~ -Vickroy, <u>Nathan Ray (Nathan)</u>	1000 S Milton Rd	Flagstaff	86001-6304	~~928/779-9111~~ 928-779-9111
AZ	OPR	<u>Cook</u> , Mark William Jr (William)	<u>5205 E Baseline Rd.</u>	<u>Gilbert</u>	<u>85234-1632</u>	<u>480-499-0089</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

AZ	~~OPR~~ TM	~~Kimberly Caballero~~ <u>Lyon</u> , Wesley	2533 S Market St	Gilbert	85295-1300	~~480/814-7200~~ 480-814-7200
AZ	OPR	~~Troy~~ -Seavers, <u>Troy James (Troy)</u>	5908 W Thunderbird Rd	Glendale	85306-4140	~~602/283-4848~~ 602-283-4848
AZ	OPR	<u>Ploeser</u> , Bruce Allen (Bruce)	<u>1065 N Estrella Pkwy</u>	<u>Goodyear</u>	<u>85338</u>	<u>602-237-6277</u>
AZ	OPR	~~Bruce~~ -Ploeser, <u>Bruce Allen (Bruce)</u>	1466 N Dysart Rd	Goodyear	85395-2615	~~623/536-0241~~ 623-536-0241
AZ	OPR	~~Brandon~~ -Barrett, <u>Brandon Andrew (Brandon)</u>	905 N Dobson Rd	Mesa	85201-7573	~~480/834-0573~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

							~~480-924-0573~~
AZ	OPR	~~Josh Lindsey~~ Cranford, Travis Lane (Travis)	~~49081664~~ S ~~Power Rd~~ Stapley Dr	Mesa	~~85212-36028~~ ~~5204-6661~~	~~480/988-6252~~ ~~480-892-9714~~	
AZ	OPR	~~Robert Ervin~~ , Robert Dwayne (Robert)	6707 E McKellips Rd	Mesa	85215-2958	~~480/641-1903~~ ~~480-641-1903~~	
AZ	OPR	~~Travis Cranford~~ Lindsey, Joshua M. (Josh)	~~16644908~~ S ~~Stapley Dr~~ Power Rd	Mesa	~~85204-66618~~ ~~5212-3602~~	~~480/892-9714~~ ~~480-988-6252~~	
AZ	TMP	~~Wesley Lyon~~ Thornton, Kaylee	6555 E Southern Ave Ste 2012	Mesa	85206-3725	~~480/981-1858~~ ~~480-981-1858~~	
AZ	OPR	~~Leo Lichter~~ , Leonard Jarold (Leo)	16657 N 83rd Ave	Peoria	85382-5807	~~623/878-0885~~ ~~623-878-0885~~	
~~AZ~~	~~OPR~~	~~Carder, Robert Dylan (Dylan)~~	~~819 N 7th Ave~~	~~Phoenix~~	~~85007-2308~~	~~602-412-1280~~	
AZ	OPR	~~Chris Hall~~ , Christopher Wilbur (Chris)	1601 E Camelback Rd	Phoenix	85016-3901	~~602/264-4450~~ ~~602-264-4450~~	
AZ	OPR	~~Daniel Trotter~~ Hatten, Lourdes M. (Lourdes)	~~7000 E Mayo~~ 12031 N Tatum Blvd Bldg 2	Phoenix	~~85054-61588~~ ~~5028-1605~~	~~480/419-6039~~ ~~602-923-0388~~	
~~AZ~~	~~OPR~~	~~Higgins, Katelynn Morgan (Katie)~~	~~1850 W Bethany Home Rd~~	~~Phoenix~~	~~85015~~	~~602-654-1850~~	
AZ	OPR	~~David McGrew~~ , David C. (David)	3111 W Peoria Ave	Phoenix	85029-5207	~~602/595-4003~~ ~~602-595-4003~~	
AZ	OPR	~~Jeff Myles~~ , Jeffrey Scott (Jeff)	~~30042575~~ W ~~Agua Fria Fwy~~ Jomax Road	Phoenix	~~85027-39268~~ ~~5085~~	~~623/581-3277~~ ~~602-714-1538~~	
AZ	OPR	~~Katie Higgins~~ Myles, Jeffrey Scott (Jeff)	~~18503001~~ W ~~Bethany Home Rd~~ Agua Fria Fwy	Phoenix	~~8501585027~~ ~~3926~~	~~602/654-1850~~ ~~623-581-3277~~	
AZ	OPR	~~Lourdes Hatten~~ Richardson, Matthew Wayne (Matthew)	~~120314105~~ N ~~Tatum Blvd~~ 44th St	Phoenix	~~85028-16058~~ ~~5018-4216~~	~~602/923-0388~~ ~~602-840-4566~~	
AZ	OPR	~~Matthew Richardson~~ , Matthew Wayne (Matthew)	401 E Jefferson St	Phoenix	85004-2438	~~602-390-7528~~	
AZ	OPR	~~Matthew Richardson~~ Trotter, Daniel Marvin (Daniel)	~~4105 N 44th St~~ 7000 E Mayo Blvd Bldg 2	Phoenix	~~85018-42168~~ ~~5054-6158~~	~~602/840-4566~~ ~~480-419-6039~~	
AZ	OPR	~~Russ Johnson~~ Yarbrough, Scott E. (Scott)	5035 E Ray Rd	Phoenix	85044-6407	~~480/961-6006~~ ~~480-961-6006~~	
AZ	~~OPR~~ ~~TM~~ ~~P~~	~~Stefan Bringas~~ Traeger, John	7650 S 24th Street	Phoenix	85042	~~602/268-1257~~ ~~602-268-1257~~	
AZ	OPR	~~Sarah Rodriguez~~ , Sarah Elizabeth (Sarah)	5773 E State Route 69	Prescott Valley	86314-2801	~~928/778-0112~~ ~~928-778-0112~~	
AZ	OPR	~~Jason Purvis~~ , Jason Dale (Jason)	20455 E Rittenhouse Rd	Queen Creek	85142-4476	~~480/834-0757~~ ~~480-834-0757~~	
AZ	OPR	~~Chris Gammel~~ , Christopher Scott (Chris)	14995 N 87th St	Scottsdale	85260-2665	~~480/922-4540~~ ~~480-922-4540~~	
AZ	OPR	~~Jesse Summer~~ , Jesse Tucker (Jesse)	10652 N 89th Pl	Scottsdale	85260-6753	~~480/404-6798~~ ~~480-404-6798~~	
AZ	~~TM~~ ~~OP~~ ~~R~~	~~Brett McKinnon~~ Bringas, Stefan Anthony (Stefan)	13725 W Bell Rd	Surprise	85374-3871	~~623/584-7795~~ ~~623-584-7795~~	
AZ	OPR	~~Brandon Barrett~~ Polanycia, Andrew (Drew)	~~2516525~~ W ~~University Dr~~ Waddell Rd	~~Tempe~~ Surprise	~~85281-36378~~ ~~5388-9627~~	~~480/968-6899~~ ~~623-250-7120~~	
AZ	~~OPR~~	~~OPR~~ ~~Andres Romo-Teran~~ Barrett, Brandon Andrew (Brandon)	~~118825~~ W ~~Irvington Road~~ ~~University Dr~~	~~Tucson~~ Tempe	~~8571485281~~ ~~3637~~	~~520/741-2280~~ ~~480-968-6899~~	
~~AZ~~	~~OPR~~	~~Brian White~~	~~3943 W Ina Rd~~	~~Tucson~~	~~85741-2206~~	~~520/744-6269~~	
AZ	OPR	~~Dave Carrell~~ , David J. (Dave)	6675 E Grant Rd	Tucson	85715-3804	~~520/305-4407~~ ~~520-305-4407~~	
AZ	OPR	~~Matt Hountz~~ , Matthew Loren (Matt)	3605 E Broadway Blvd	Tucson	85716-5400	~~520/321-4232~~ ~~520-321-4232~~	
AZ	~~TM~~ ~~OP~~ ~~R~~	~~Travis Kuhn~~ , Travis Michael (Travis)	4585 N Oracle Rd	Tucson	85705-1637	~~520/408-2456~~ ~~520-408-2456~~	
~~AZ~~	~~OPR~~	~~Romo-Teran, Andres G. (Andres)~~	~~1188 W Irvington Road~~	~~Tucson~~	~~85714~~	~~520-741-2280~~	
~~AZ~~	~~OPR~~	~~White, Brian Walter (Brian)~~	~~3943 W Ina Rd~~	~~Tucson~~	~~85741-2206~~	~~520-744-6269~~	
AZ	OPR	~~Gabe Shaw~~ , Gabriel Christian (Gabe)	1935 E 16th St	Yuma	85365-2104	~~928/783-4321~~ ~~928-783-4321~~	
CA	OPR	~~David Nesson~~ , David Andrew (David)	26861 Aliso Creek Rd	Aliso Viejo	92656-3375	~~949/425-1685~~ ~~949-425-1685~~	
CA	OPR	~~Austin Wiersma~~ , Austin Joseph (Austin)	400 S Baldwin Ave Ste 738L	Arcadia	91007-1945	~~626/254-7470~~ ~~626-254-7470~~	
CA	OPR	~~Retherford, Jamie~~ ~~Go~~ ~~restiza~~ Lynne (Jamie)	2755 Grass Valley Hwy	Auburn	95603-2530	~~530/887-8302~~	

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~590-927-8302~~
CA	OPR	~~Carlos~~ Mayen Solorzano, <u>Carlos D. (Carlos)</u>	900 E Alostia Ave	Azusa	91702-2709	~~626/334-7600~~ <u>626-334-7600</u>
CA	OPR	~~Troy~~ Hess, <u>Troy Gardner (Troy)</u>	5260 Stockdale Hwy	Bakersfield	93309-2646	~~661/327-5260~~ <u>661-327-5260</u>
CA	OPR	<u>Terrell, Travis Michael Drake (Travis)</u>	<u>9030 Rosedale Hwy</u>	<u>Bakersfield</u>	<u>93312-2160</u>	<u>661-600-9080</u>
CA	OPR	~~Christina~~ Hartmann, <u>Christina Sonja Patricia (Chrissy)</u>	1647 E Imperial Hwy	Brea	92821-5835	~~714/674-0233~~ <u>714-674-0233</u>
CA	OPR	~~Steve~~ Hollins, <u>Steven S. (Steve)</u>	~~5960 Orangethorpe Ave~~ <u>8161 La Palma Ave</u>	Buena Park	~~90620-12629~~ <u>0620-3203</u>	~~714/994-2442~~ <u>714-994-2442</u>
CA	OPR	~~Steve~~ Hollins, <u>Steven S. (Steve)</u>	~~8161 La Palma Ave~~ <u>5960 Orangethorpe Ave</u>	Buena Park	~~90620-32039~~ <u>0620-1262</u>	~~714/994-2442~~ <u>714-994-2442</u>
CA	OPR	~~Kenny~~ Schopp, <u>Kenneth William Jr. (Kenny)</u>	3113 W Olive Ave	Burbank	91505-4540	~~818/841-1588~~ <u>818-841-1588</u>
CA	OPR	~~Craig~~ Stokes, <u>Stephen Craig II (Craig)</u>	8300 Topanga Canyon Blvd	Canoga Park	91304-2342	~~818/539-1982~~ <u>818-539-1982</u>
CA	OPR	~~Chris~~ McGalliard, <u>Christopher Dennis (Chris)</u>	20501 Avalon Blvd	Carson	90746-3213	~~310/956-9625~~ <u>310-956-9625</u>
CA	OPR	~~Robert~~ Hensen, <u>Robert James (Robert)</u>	18605 Gridley Rd	Cerritos	90703-5407	~~562/924-9408~~ <u>562-924-9408</u>
CA	OPR	~~David~~ Dinsan, <u>Prabha (David)</u>	3640 Grand Ave	Chino Hills	91709-1474	~~909/628-4000~~ <u>909-628-4000</u>
CA	OPR	~~Mandy~~ McGahee, <u>Amanda Danielle (Mandy)</u>	2089 Olympic Pkwy	Chula Vista	91915-1356	~~619/482-6719~~ <u>619-482-6719</u>
CA	OPR	~~Bob~~ Sun, <u>Bob (Bob)</u>	1542 S Azusa Ave	City Of Industry	91748-1603	~~626/581-9788~~ <u>626-581-9788</u>
CA	OPR	~~Bob~~ Sun, <u>Bob (Bob)</u>	21550 Valley Blvd	City Of Industry	91789-5241	~~909/598-6300~~ <u>909-598-6300</u>
CA	OPR	~~Shawn~~ York	~~3555 Grand Oaks~~	~~Corona~~	~~92881-4634~~	~~951/898-0608~~
CA	OPR	~~Shawn~~ York, <u>Shawn Michael (Shawn)</u>	450 Hidden Valley Pkwy	Corona	92879-8600	~~951/279-4555~~ <u>951-279-4555</u>
CA	OPR	~~Justin Van Schoick~~ York, <u>Shawn Michael (Shawn)</u>	~~3181 Harbor Blvd~~ <u>3555 Grand Oaks</u>	~~Costa Mesa~~ <u>Corona</u>	~~92626-25559~~ <u>2881-4634</u>	~~714/435-0145~~ <u>951-898-0608</u>
CA	OPR	~~Susanna~~ Choe	~~6 Serramonte Ctr~~	~~Daly City~~	~~94015-2345~~	~~650/464-3934~~
CA	OPR	~~Josiah~~ Berg	~~8613 Firestone Blvd~~	~~Downey~~	~~90241-5242~~	~~562/923-8866~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

CA	OPR	~~Van~~ Schoick, <u>Justin Ryan (Justin)</u>	<u>3181 Harbor Blvd</u>	<u>Costa Mesa</u>	<u>92626-2555</u>	<u>714-435-0145</u>
CA	OPR	~~Choe~~ , <u>Susanna Yongmee (Susanna)</u>	<u>6 Serramonte Ctr</u>	<u>Daly City</u>	<u>94015-2345</u>	<u>844-232-3259</u>
CA	OPR	~~Borg~~ , <u>Josiah David (Josiah)</u>	<u>8613 Firestone Blvd</u>	<u>Downey</u>	<u>90241-5242</u>	<u>562-923-8866</u>
CA	OPR	~~Josiah~~ Borg, <u>Josiah David (Josiah)</u>	8900 Imperial Highway	Downey	90242	~~562/417-2661~~ <u>562-417-2661</u>
CA	OPR	~~Grace~~ Chang, <u>Grace Eunsook (Grace)</u>	5080 Hamner Ave	Eastvale	91752-1009	~~951/790-0211~~ <u>951-790-0211</u>
CA	OPR	~~Anderson~~ , <u>Kelsey Leigh (Kelsey)</u>	<u>3340 Santa Anita Avenue</u>	<u>El Monte</u>	<u>91731-2423</u>	<u>626-313-0201</u>
CA	OPR	~~Carol~~ Ruiz, <u>Carol Ann (Carol)</u>	740 N Pacific Coast Hwy	El Segundo	90245-3424	~~310/647-3181~~ <u>310-647-3181</u>
CA	OPR	~~Nathan~~ Freeman, <u>Atwater, Kyle Scott (Kyle)</u>	8430 Bond Rd	Elk Grove	95624-9457	~~916/714-0744~~ <u>916-714-0744</u>
CA	OPR	~~Danny~~ Putnam, <u>Daniel Christopher (Danny)</u>	194 N El Camino Real	Encinitas	92024-2890	~~760/436-2622~~ <u>760-517-6010</u>
CA	OPR	~~OPR~~ Alyson Perry, <u>Alyson Claire (Alyson)</u>	17660 Ventura Blvd	Encino	91316-3742	~~818/881-8287~~ <u>818-881-8287</u>
CA	OPR	~~Jordan~~ Ciervo, <u>Jordan Anthony (Jordan)</u>	1290 Auto Park Way	Escondido	92029-2232	~~760/738-9200~~ <u>760-738-9200</u>
CA	OPR	~~OPR~~ Aaron Eddy, <u>Aaron Mark (Aaron)</u>	1750 Travis Blvd	Fairfield	94533-3431	~~707/421-9631~~ <u>707-421-9631</u>
CA	OPR	~~Matt~~ Crane, <u>Matthew Scott (Matt)</u>	2679 E Bidwell St	Folsom	95630-6404	~~916/817-2697~~ <u>916-817-2697</u>
CA	OPR	~~Julie~~ Thornsberry, <u>Joo Hyun Lee (Julie)</u>	26792 Portola Pkwy	Foothill Ranch	92610-1712	~~949/699-3881~~ <u>949-699-3881</u>
CA	OPR	~~Dan~~ Kosin, <u>Daniel Arthur (Dan)</u>	5245 Mowry Ave	Fremont	94538-1056	~~510/608-5771~~ <u>510-608-5771</u>
CA	OPR	~~Dan~~ Kosin, <u>Daniel Arthur (Dan)</u>	5539 Auto Mall Pkwy	Fremont	94538-5128	~~510/353-1678~~ <u>510-353-1678</u>
CA	OPR	~~Peter~~ Marthedal, <u>Peter Jordan (Peter)</u>	765 E Shaw Ave	Fresno	93710-7705	~~559/226-1967~~ <u>559-226-1967</u>
CA	OPR	~~Sonja~~ Middleton, <u>Sonja Leigh (Sonja)</u>	8040 N Blackstone Ave	Fresno	93720-1544	~~559/432-3622~~ <u>559-432-3622</u>
CA	OPR	~~Rick~~ Cordy, <u>Richard Thomas (Rick)</u>	151 E Orangethorpe Ave	Fullerton	92832-3016	~~714/278-9888~~ <u>714-278-9888</u>
CA	OPR	~~Philip~~ Myers, <u>Philip Michael (Philip)</u>	16210 Crenshaw Blvd	Gardena	90249-4835	~~310/243-2910~~ <u>310-243-2910</u>
CA	OPR	~~Robert~~ Peterson, <u>Robert Forker (Robert)</u>	807 Americana Way	Glendale	91210-1509	~~747/273-0887~~ <u>747-273-0887</u>
CA	OPR	~~Carlos~~ Mayen Solorzano, <u>Carlos D. (Carlos)</u>	1247 S Lone Hill Ave	Glendora	91740-4507	~~909/394-3000~~ <u>909-394-3000</u>
CA	OPR	~~Wade~~ Roepke, <u>Wade Tyler (Wade)</u>	4040 Douglas Blvd	Granite Bay	95746-5900	~~916/773-0737~~ <u>916-773-0737</u>
CA	OPR	~~Craig~~ Takata, <u>Wohlgemuth, Blake Aaron (Blake)</u>	~~4127 Campus Dr~~ <u>16961 Goldenwest St</u>	~~Irvine~~ <u>Huntington Beach</u>	~~92612-2645~~ <u>92612-2645</u>	~~949/725-0230~~ <u>714-941-9940</u>
CA	OPR	~~Keefer~~ , <u>William Randall (Will)</u>	<u>6428 Irvine Blvd</u>	<u>Irvine</u>	<u>92620-2104</u>	<u>949-749-2136</u>
CA	OPR	~~Jarrold~~ McBride, <u>Jarrold Neil (Jarrod)</u>	13490 Jamboree Rd	Irvine	92602-2308	~~949/880-6627~~ <u>714-442-2160</u>
CA	TMP OP R	~~William~~ Keefer, <u>Takata, Craig Shigemi (Craig)</u>	~~6428 Irvine Blvd~~ <u>4127 Campus Dr</u>	Irvine	~~92620-2104~~ <u>92612-2645</u>	~~949/551-4232~~ <u>949-725-0230</u>
CA	OPR	~~Thomas~~ Purtell, <u>Thomas Alexander Jr. (Thomas)</u>	1801 W Imperial Hwy	La Habra	90631-6969	~~562/398-4176~~ <u>562-398-4176</u>
CA	OPR	~~Rick~~ Preciado, <u>Richard Ray (Rick)</u>	8200 Parkway Dr	La Mesa	91942-2406	~~619/465-4812~~ <u>619-465-4812</u>
CA	OPR	~~Mark~~ Puranaputra, <u>Nattee Mark (Mark)</u>	14303 Firestone Blvd	La Mirada	90638-5536	~~714/521-5400~~ <u>714-521-5400</u>
CA	OPR	~~Mark~~ Howery, <u>Mark Douglas (Mark)</u>	27712 Antonio Pkwy	Ladera Ranch	92694-1135	~~949/444-4001~~ <u>949-444-4001</u>
CA	OPR	~~Beth~~ Scott, <u>Elizabeth Marie (Beth)</u>	24011 El Toro Rd	Laguna Hills	92653-3103	~~949/458-3544~~ <u>949-458-3544</u>
CA	OPR	~~Mark~~ Howery, <u>Mark Douglas (Mark)</u>	28201 Crown Valley Pkwy	Laguna Niguel	92677-1461	~~949/448-8447~~ <u>949-448-8447</u>
CA	OPR	~~Cameron~~ Goettsche, <u>Cameron Paul (Cameron)</u>	18601 Dexter Ave	Lake Elsinore	92532-2241	~~951/471-1123~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

CA	OPR	~~Robert~~ Hensen, <u>Robert James (Robert)</u>	4895 Candlewood St	Lakewood	90712-1832	~~562/408-2543~~ <u>562-408-2543</u>
CA	TMP	<u>Leon, Itzajadet</u>	<u>1331 W Avenue K</u>	<u>Lancaster</u>	<u>93534-5923</u>	<u>661-495-0075</u>
CA	TMPOP R	<u>Tyler-McCain, John Tyler (Tyler)</u>	1754 N Livermore Ave	Livermore	94551-7830	~~925/273-7555~~ <u>925-273-7555</u>
CA	OPR	~~John-Howard~~ <u>Bergstrom, Kristie Ann (Kristie)</u>	~~7681 Carson Blvd~~ <u>4401 E Pacific Coast Hwy</u>	Long Beach	~~90808-2367~~ <u>90804-2117</u>	~~562/425-4232~~ <u>562-494-7310</u>
CA	OPR	~~Kristie~~ -Bergstrom, <u>Kristie Ann (Kristie)</u>	3290 Atlantic Avenue	Long Beach	90807	~~562/270-6221~~ <u>562-270-6221</u>
CA	OPR	~~Kristie-Bergstrom~~ <u>Howard, John Arthur III (John)</u>	~~4401 E Pacific Coast Hwy~~ <u>7681 Carson Blvd</u>	Long Beach	~~90804-2117~~ <u>90808-2367</u>	~~562/494-7310~~ <u>562-425-4232</u>
CA	OPR	<u>Cillpam, Jeremiah John (Jeremiah)</u>	<u>6750 W Sunset Blvd</u>	<u>Los Angeles</u>	<u>90028-7117</u>	<u>323-533-1079</u>
CA	OPR	<u>Cillpam, Jeremiah John (Jeremiah)</u>	<u>1011 N Western Ave</u>	<u>Los Angeles</u>	<u>90029-2309</u>	<u>323-957-3045</u>
CA	TMPOP R	~~Amber~~ -Eaves, <u>Amber Kathryne (Amber)</u>	10250 Santa Monica Blvd Ste FC4	Los Angeles	90067-6482	~~310/557-9664~~ <u>310-557-9661</u>
CA	OPR	~~OPR~~ <u>Andrew</u> ~~Park~~ <u>Evans, Danielle Nicole (Danielle)</u>	~~3758~~ <u>660 S Figueroa St Ste 100</u>	Los Angeles	~~90097-4345~~ <u>90017-3573</u>	~~213/747-8724~~ <u>213-624-2001</u>
CA	OPR	<u>Hollar, Julian Remy (Julian)</u>	<u>11750 Jefferson Blvd</u>	<u>Los Angeles</u>	<u>90230-6308</u>	<u>310-391-8364</u>
CA	OPR	~~Eric~~ -Kim, <u>Eric (Eric)</u>	900 Westwood Blvd	Los Angeles	90024-2905	~~310/443-8900~~ <u>310-443-8900</u>
CA	OPR	<u>Morrow, Erica</u> ~~Hartfield~~ <u>Denise (Erica)</u>	2310 S La Cienega Blvd	Los Angeles	90034-1610	~~310/845-7020~~ <u>310-845-7020</u>
CA	OPR	~~Jeremiah-Cillpam~~ <u>Park, Andrew Minki (Andrew)</u>	~~1011 N Western Ave~~ <u>3758 S Figueroa St</u>	Los Angeles	~~90029-2309~~ <u>90007-4315</u>	~~323/957-3045~~ <u>213-747-8721</u>
CA	OPR	~~Jeremiah-Cillpam~~	~~6750 W Sunset Blvd~~	~~Los Angeles~~	~~90028-7117~~	~~323/533-1079~~
CA	OPR	~~Julian Hollar~~	~~11750 Jefferson Blvd~~	~~Los Angeles~~	~~90230-6308~~	~~310/391-8364~~
CA	TMP	~~Kelsey Anderson~~	~~660 S Figueroa St Ste 100~~	~~Los Angeles~~	~~90017-3573~~	~~213/624-2001~~
CA	OPR	~~Stanley~~ -Webster, <u>Stanley Cortez (Stanley)</u>	6801 S La Cienega Blvd	Los Angeles	90045-2012	~~310/995-8877~~ <u>310-995-8877</u>
CA	OPR	~~Micah~~ -Payton, <u>Micah Richard (Micah)</u>	1405 E Yosemite Ave	Manteca	95336-5005	~~209/239-2000~~ <u>209-239-2000</u>
CA	OPR	<u>Wilkey, Shane Hunter (Shane)</u>	<u>29847 Haun Rd</u>	<u>Menifee</u>	<u>92586-6539</u>	<u>951-430-2225</u>
CA	OPR	~~Chris~~ -Johnson, <u>Christopher Wayne (Chris)</u>	755 E Calaveras Blvd	Milpitas	95035-5435	~~408/404-4314~~ <u>408-404-4314</u>
CA	OPR	<u>Jugo, Brett Steven (Brett)</u>	<u>27845 Santa Margarita Pkwy</u>	<u>Mission Viejo</u>	<u>92691-6701</u>	<u>949-268-9800</u>
CA	OPR	<u>Turner, Lamar Donvon (Lamar)</u>	<u>820 W Huntington Dr</u>	<u>Monrovia</u>	<u>91016-3145</u>	<u>626-825-7064</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

CA	OPR	~~Morris~~ -Li, <u>Morris Hongwen (Morris)</u>	5000 Market Place Dr	Monterey Park	91755-7426	~~323/726-6801~~ <u>323-726-6801</u>
CA	OPR	<u>Jeppsen, Eric Warren (Eric)</u>	<u>27960 Clinton Keith Rd</u>	<u>Murrieta</u>	<u>92563-8554</u>	<u>951-587-1102</u>
CA	OPR	~~Jenny~~ -Jones, <u>Jennifer Jane (Jenny)</u>	24794 Madison Ave	Murrieta	92562-9726	~~951/677-5173~~ <u>951-677-5173</u>
CA	OPR	~~Michael~~ -Gonzales, <u>Michael (Michael)</u>	400 Mile of Cars Way	National City	91950-8536	~~619/505-9103~~ <u>619-505-9103</u>
CA	OPR	~~Craig~~ -Takata, <u>Craig Shigemi (Craig)</u>	401 Newport Center Dr Ste A108	Newport Beach	92660-6963	~~949/719-0664~~ <u>949-719-0664</u>
CA	OPR	<u>Schopp, Kenneth William Jr. (Kenny)</u>	<u>5643 Lankershim Blvd</u>	<u>North</u>		<u>818-850-7898</u>
CA	TMPOP R	~~Jon-Paul-Reed~~ <u>Bankhardt, Lindsay Elizabeth (Lindsay)</u>	18521 Devonshire St	Northridge	91324-1308	~~818/741-1234~~ <u>818-741-1234</u>
CA	TMPOP R	~~Savannah-Jordan~~ <u>Barrientos, Julio Cesar (Julio)</u>	8875 Tampa Ave	Northridge	91324-3520	~~818/882-3106~~ <u>818-882-3106</u>
CA	OPR	~~Farid~~ -Khansarinia, <u>Farid (Farid)</u>	12555 Imperial Hwy	Norwalk	90650-3136	~~562/466-0000~~ <u>562-466-0000</u>
CA	OPR	<u>Schivley, Christopher Jay (Chris)</u>	<u>10710 Firestone Blvd</u>	<u>Norwalk</u>	<u>90650-7412</u>	<u>562-239-4049</u>
CA	OPR	~~Justin~~ -Bradley, <u>Justin Kyle (Justin)</u>	35 Rowland Way	Novato	94945-5001	~~415/328-1771~~ <u>415-328-1771</u>
CA	OPR	<u>Hooper, Jonathan Wesley (Jon)</u>	<u>1525 40th Street</u>	<u>Oakland</u>	<u>94608</u>	<u>510-410-0759</u>
CA	OPR	~~OPR~~ <u>Adam</u>	3475 Marron Rd	Oceanside	92056-4673	~~760/576-3128~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

		~~Hoffman, Adam~~ ~~Stanger, Adam~~				~~760-326-3128~~
CA	OPR	~~Christine~~ Garcia, <u>Christine Leanne (Christine)</u>	4350 Ontario Mills Pkwy	Ontario	91764-5106	~~909/490-5203~~ <u>909-490-5203</u>
CA	OPR	~~Kendall~~ Benson, <u>Kendall Jon (Kendall)</u>	202 S Main St	Orange	92868-3844	~~714/794-3050~~ <u>714-794-3050</u>
CA	OPR	~~Larry~~ Worsham, <u>Larry Wayne (Larry)</u>	2575 N Tustin St	Orange	92865-3002	~~714/685-1707~~ <u>714-685-1707</u>
CA	OPR	~~Matt~~ Ellenberg, <u>Matthew Stephen (Matt)</u>	2040 N Rose Ave	Oxnard	93036-5052	~~805/988-9232~~ <u>805-988-9232</u>
CA	OPR	<u>Shaffer, Robert Vernon (Robert)</u>	<u>851 Town Center Dr</u>	<u>Oxnard</u>	<u>93036</u>	<u>805-561-1990</u>
CA	OPR	~~David~~ Peck, <u>David S. (David)</u>	73070 Dinah Shore	Palm Desert	92211	~~760/636-8042~~ <u>760-636-8042</u>
CA	TMP	~~Melody Rogers~~ <u>Foster, Andrew (Drew)</u>	732 W Rancho Vista Blvd	Palmdale	93551-3713	~~661/947-7700~~ <u>661-947-7700</u>
CA	OPR	~~OPRA~~ ~~Adaobi~~ Gwacham, <u>Adaobi Chinelo (Adaobi)</u>	1700 E Colorado Blvd	Pasadena	91106-2115	~~626/793-7636~~ <u>626-793-7636</u>
CA	OPR	<u>Gwacham, Adaobi Chinelo (Adaobi)</u>	<u>790 N Lake Ave</u>	<u>Pasadena</u>	<u>91104-4557</u>	<u>626-345-9234</u>
CA	OPR	~~Ricardo~~ Ortiz-Chavez, <u>Ricardo (Ricardo)</u>	1688 N Perris Blvd # K	Perris	92571-4709	~~951/657-0505~~ <u>951-657-0505</u>
CA	OPR	<u>May, Clayton Ramsey (C.R. May)</u>	9001 Whittier Blvd	Pico Rivera	90660-2409	~~562/245-3871~~ <u>562-245-3871</u>
CA	OPR	~~Mark~~ Brugh, <u>Mark Allen (Mark)</u>	4717 Century Blvd	Pittsburg	94565-7109	~~925/753-1186~~ <u>925-753-1186</u>
CA	OPR	~~OPRA~~ ~~Aaron~~ Clifford, <u>Aaron (Aaron)</u>	5785 Johnson Dr	Pleasanton	94588-8002	~~925/331-8384~~ <u>925-331-8384</u>
CA	OPR	<u>Clifford, Aaron (Aaron)</u>	<u>4501 Hopyard Rd</u>	<u>Pleasanton</u>	<u>94588-2726</u>	<u>925-400-9494</u>
CA	OPR	~~Jason~~ Dyer <u>Stump, Jeremiah Michael (Jeremy)</u>	13464 Poway Rd	Poway	92064-4714	~~858/668-3434~~ <u>858-668-3434</u>
CA	OPR	~~Liviu~~ Vizitiu, <u>Liviu (Liviu)</u>	2354 Sunrise Blvd	Rancho Cordova	95670-4343	~~916/853-9100~~ <u>916-853-9100</u>
CA	OPR	~~Osaar~~ Rasshan, <u>Taharqa Osaar Gordon (Osaar)</u>	12190 Foothill Blvd	~~Rancho Cordova~~ <u>Cucamonga</u>	~~91739-9335~~ <u>91739-9335</u>	~~909/899-4707~~ <u>909-899-4707</u>
CA	OPR	~~OPRA~~ ~~Ahab~~ Alhindi, <u>Ahab Elias (Ahab)</u>	1477 Hilltop Dr Unit H1	Redding	96003-4192	~~530/319-7361~~ <u>530-319-7361</u>
CA	OPR	~~William~~ Crum, <u>William Hayne (William)</u>	27520 W Lugonia Ave	Redlands	92374-2017	~~909/307-8719~~ <u>909-307-8719</u>
CA	OPR	~~Jeremy~~ Simpson, <u>Jeremy Ray (Jeremy)</u>	1919 Artesia Blvd	Redondo Beach	90278-2907	~~310/697-3339~~ <u>310-697-3339</u>
CA	OPR	<u>Collier, Reagan Elise (Reagan)</u>	<u>1531 Main St</u>	<u>Redwood City</u>	<u>94063-2119</u>	<u>650-701-0471</u>
CA	OPR	~~Reagan~~ Collier, <u>Reagan Elise (Reagan)</u>	536 Whipple Ave	Redwood City	94063-1124	~~650/701-0471~~ <u>650-701-0471</u>
CA	OPR	~~Dave~~ Rodriguez, <u>David Michael (Dave)</u>	1150 ~~West~~ Renaissance <u>Parkway Pkwy</u>	Rialto	~~92376-2376~~ <u>2404</u>	~~909/235-4151~~ <u>909-235-4151</u>
CA	OPR	~~Jason~~ Molinari <u>Beard, Justin Shane (Justin)</u>	~~2885 Canyon Springs Pkwy~~ <u>3640 Central Ave</u>	Riverside	~~92507-0907~~ <u>2506-5902</u>	~~951/656-6503~~ <u>951-300-2029</u>
CA	OPR	~~Justin~~ ~~Beard~~ <u>Kisow, Scott Richard (Scott)</u>	~~3640 Central Ave~~ <u>6299 Van Buren Blvd.</u>	Riverside	~~92506-5902~~ <u>2505</u>	~~951/300-2029~~ <u>951-335-5900</u>
CA	OPR	<u>Molinari, Jason Michael (Jason)</u>	<u>2885 Canyon Springs Pkwy</u>	<u>Riverside</u>	<u>92507-0907</u>	<u>951-656-6503</u>
CA	OPR	~~Jason~~ Dyer, <u>Jason Allan (Jason)</u>	4600 Sierra College Blvd	Rocklin	95677-3801	~~916/652-7525~~ <u>916-652-7525</u>
CA	OPR	~~Jas~~ Bains, <u>Jaswinder S. (Jas)</u>	5080 Redwood Dr	Rohnert Park	94928-7905	~~707/585-7462~~ <u>707-585-7462</u>
CA	OPR	~~Ben~~ Lavin, <u>Benjamin Emil (Ben)</u>	912 Pleasant Grove Blvd	Roseville	95678-6126	~~916/773-5558~~ <u>916-773-5558</u>
CA	OPR	~~Erie~~ Mason, <u>Eric Scott (Eric)</u>	4644 Madison Ave	Sacramento	95841-2515	~~916/344-0100~~ <u>916-344-0100</u>
CA	OPR	~~Grayson~~ ~~Tanner~~ <u>Paul, Joshua D. (Joshua)</u>	~~8104 Delta Shores Cir S~~ <u>2101 Alta Arden Expy</u>	Sacramento	~~95832-9100~~ <u>5825-2221</u>	~~916/665-2481~~ <u>916-922-2814</u>
CA	OPR	~~Joshua~~ ~~Paul~~ <u>Tanner, Samuel Grayson (Grayson)</u>	~~2101 Alta Arden Expy~~ <u>8104 Delta Shores Cir S</u>	Sacramento	~~95825-2221~~ <u>5832-9100</u>	~~916/922-2814~~ <u>916-665-2481</u>
CA	OPR	~~Jordan~~ Chroman, <u>Jordan Samuel (Jordan)</u>	1800 Northridge Mall	Salinas	93906-2055	~~831/443-2023~~ <u>831-443-2023</u>
CA	OPR	~~Erik~~ Baker <u>Brumfiel, Benjamin (Ben)</u>	495 W Avenida Vista Hermosa	San Clemente	92672	~~949/486-6023~~ <u>949-486-6023</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

CA	OPR	~~Erie~~ Zaidema <u>Ciervo, Jared Andrew (Jared)</u>	~~11670 Carmel Mountain Rd~~ <u>9370 Scranton Rd</u>	San Diego	~~92128-4621~~ <u>92121-1752</u>	~~858-613-0573~~ <u>858-450-4417</u>
<u>CA</u>	<u>OPR</u>	<u>Hughes, Matthew Lee (Matt)</u>	<u>3570 Sports Arena Blvd</u>	<u>San Diego</u>	<u>92110-4919</u>	<u>619-758-1555</u>
<u>CA</u>	<u>OPR</u>	<u>Lunn, Tyler C. (Tyler)</u>	<u>10750 Camino Ruiz</u>	<u>San Diego</u>	<u>92126-2305</u>	<u>858-566-7800</u>
CA	OPR	~~Gage~~ Mercer, <u>Jonathon Gage (Gage)</u>	5323 Mission Center Rd	San Diego	92108-1301	~~619/213-1565~~ <u>619-213-1565</u>
CA	OPR	~~Glenn~~ Murdock, <u>Glenn John (Glenn)</u>	5955 Balboa Ave	San Diego	92111-2711	~~858/277-3333~~ <u>858-277-3333</u>
<u>CA</u>	<u>OPR</u>	<u>Jared Ciervo</u>	<u>9370 Scranton Rd</u>	<u>San Diego</u>	<u>92121-1752</u>	<u>858/450-4417</u>
CA	OPR	~~Jon~~ Tucker Mares, <u>Jonathan Dereck (Jon)</u>	804 Dennery Rd	San Diego	92154-8472	~~619/743-9117~~ <u>619-743-9117</u>
CA	OPR	~~Kyle~~ Weston, <u>Jonathan Kyle (Kyle)</u>	11670 Carmel Mountain Rd	San Diego	92128-4621	~~858/613-0573~~ <u>858-613-0573</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

CA	OPR	~~Matt Hughes~~ <u>Zuidema, Eric Thomas (Eric)</u>	~~3570 Sports Arena Blvd~~ <u>17115 Camino Del Sur</u>	San Diego	~~92110-4949~~ <u>2127-2536</u>	~~619/758-1555~~ <u>858-759-1865</u>
CA	OPR	~~Tyler Lunn~~ <u>Balderas, Shannon Lane (Shannon)</u>	~~10750 Camino Ruiz~~ <u>2280 Monterey Hwy</u>	San ~~Diego~~ <u>Jose</u>	~~92126-2305~~ <u>5112-6014</u>	~~858/566-7800~~ <u>408-975-6102</u>
CA	OPR	~~Josh Mott~~ <u>Jones, Zachary Tanner (Zach)</u>	~~1162 Blossom Hill Rd~~ <u>5815 Silver Creek Valley Place</u>	San Jose	~~95118-3113~~ <u>5138-1059</u>	~~408/978-7705~~ <u>408-365-2975</u>
CA	OPR	~~Shannon Balderas~~	~~2280 Monterey Hwy~~	~~San Jose~~	~~95112-6014~~	~~408/975-6102~~
CA	OPR	~~Will Wong~~ <u>Mott, Joshua Christian (Josh)</u>	~~53 Headquarters Dr~~ <u>1162 Blossom Hill Rd</u>	San Jose	~~95134-1357~~ <u>5118-3113</u>	~~408/526-0600~~ <u>408-978-7705</u>
CA	~~TMP~~ <u>OPR</u>	~~Zach Jones~~ <u>Wong, Tak Wai (Will)</u>	~~5815 Silver Creek Valley Place~~ <u>53 Headquarters Dr</u>	San Jose	~~95138-1059~~ <u>5134-1357</u>	~~408/365-2975~~ <u>408-526-0600</u>
CA	OPR	~~Chris Lewis~~ <u>Christopher Eugene (Chris)</u>	31872 Del Obispo St	~~San Jose~~ <u>Capistrano</u>	~~92675-3204~~	~~949/392-2647~~ <u>949-392-2647</u>
CA	OPR	~~Jordan Ciervo~~ <u>Jordan Anthony (Jordan)</u>	587 Grand Ave	San Marcos	92078-1234	~~760/736-8105~~ <u>760-736-8105</u>
CA	OPR	~~Peter Brakke~~ <u>Peter Lange (Peter)</u>	1701 N Tustin Avenue	Santa Ana	92705	~~714/662-9599~~ <u>714-662-9599</u>
CA	OPR	~~Tony Stewart~~ <u>Tony Alexander (Tony)</u>	3601 S Bristol St	Santa Ana	92704-7301	~~714/540-0020~~ <u>714-540-0020</u>
CA	OPR	~~Travis Collins~~ <u>Travis Lyle (Travis)</u>	3707 State St	Santa Barbara	93105-3103	~~805/687-0450~~ <u>805-687-0450</u>
CA	OPR	~~Joe Cho~~ <u>Joseph (Joe)</u>	1950 El Camino Real	Santa Clara	95050-4161	~~408/551-0201~~ <u>408-551-0201</u>
CA	OPR	~~Tom Williams~~ <u>Thomas Austin Patrick Jr. (Tom)</u>	24180 Magic Mountain Pkwy	Santa Clarita	91355-3914	~~661/799-3663~~ <u>661-799-3663</u>
CA	OPR	~~Khansarinia, Farid (Farid)~~	~~13225 Telegraph Rd~~	~~Santa Fe Springs~~	~~90670-4047~~	~~562-352-9005~~
CA	OPR	~~Joey Hickox~~ <u>Joseph C. (Joey)</u>	605 E Betteravia Rd	Santa Maria	93454-7025	~~805/347-1044~~ <u>805-347-1044</u>
CA	OPR	~~Eddie Brown~~ <u>Edward E. Jr. (Eddie)</u>	2207 Lincoln Blvd	Santa Monica	90405-1320	~~310/392-2499~~ <u>310-392-2499</u>
CA	OPR	~~Chris Medford~~ <u>Christopher Allen (Chris)</u>	1452 Mendocino Ave	Santa Rosa	95401-4314	~~707/542-2456~~ <u>707-542-2456</u>
CA	OPR	~~Zach Zimmerman~~ <u>Zachary Martin (Zach)</u>	9418 Mission Gorge Rd	Santee	92071-3847	~~619/562-0774~~ <u>619-562-0774</u>
CA	OPR	~~Scott Carr~~ <u>Scott Christopher (Scott)</u>	12101 Seal Beach Blvd	Seal Beach	90740-2633	~~562/430-3060~~ <u>562-430-3060</u>
CA	OPR	~~Josh Alexander~~ <u>Joshua M. (Josh)</u>	2460 Sycamore Dr	Simi Valley	93065-2302	~~805/297-3252~~ <u>805-297-3252</u>
CA	~~OPR~~ <u>OPR</u>	~~Pendray, Corey Michael (Corey)~~	~~5860 Firestone Blvd~~	~~South Gate~~	~~90280-3706~~	~~562-364-4432~~
CA	~~OPR~~ <u>OPR</u>	~~Amber Thomas~~ <u>Amber Tracy (Amber)</u>	931 Sweetwater Rd	Spring Valley	91977-4837	~~619/940-6064~~ <u>619-940-6064</u>
CA	~~OPR~~ <u>OPR</u>	~~April Farage~~ <u>April Lynn (April)</u>	2628 W March Ln	Stockton	95207-6523	~~209/477-5936~~ <u>209-477-5936</u>
CA	~~OPR~~ <u>OPR</u>	~~Arnold Chong~~ <u>Arnold (Arnold)</u>	550 W El Camino Real	Sunnyvale	94087-1210	~~408/830-9940~~ <u>408-830-9940</u>
CA	OPR	~~Jim Toth~~ <u>James John (Jim)</u>	40531 Margarita Rd	Temecula	92591-2859	~~951/296-6467~~ <u>951-296-6467</u>
CA	OPR	~~Josh Young~~ <u>Joshua Stephen (Josh)</u>	449 N Moorpark Rd	Thousand Oaks	91360-3706	~~805/379-1611~~ <u>805-379-1611</u>
CA	~~TMP~~	~~Brandon Burnett-Foster~~	~~21821 Hawthorne Blvd~~	~~Torrance~~	~~90503-7003~~	~~310/542-4636~~
CA	OPR	~~Ermias Ghebrezghi~~ <u>Ermias (Ermias)</u>	819 W Carson St	Torrance	90502-2108	~~310/870-7047~~ <u>310-870-7047</u>
CA	~~TMP~~ <u>OPR</u>	~~Jacob Brown~~ <u>Ghebrezghi, Ermias (Ermias)</u>	24630 Crenshaw Blvd	Torrance	90505-5307	~~310/561-7724~~ <u>310-563-7155</u>
CA	OPR	~~Jeremy Simpson~~ <u>Jeremy Ray (Jeremy)</u>	18200 Hawthorne Blvd	Torrance	90504-4509	~~310/371-7320~~ <u>310-371-7320</u>
CA	~~OPR~~ <u>OPR</u>	~~Strickland, Brady Ralph (Brady)~~	~~21821 Hawthorne Blvd~~	~~Torrance~~	~~90503-7003~~	~~310-542-4636~~
CA	~~OPR~~ <u>OPR</u>	~~Adam Goodman~~ <u>Adam Jeffrey (Adam)</u>	2889 Park Ave	Tustin	92782-2711	~~714/258-1400~~ <u>714-258-1400</u>
CA	OPR	~~Ed Hawkins~~ <u>Edward Lee (Ed)</u>	1949 N Campus Ave	Upland	91784-1667	~~909/931-7123~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~902-921-7123~~
CA	OPR	~~Hawkins, Edward Lee (Ed)~~	~~335 S Mountain Ave~~	~~Upland~~	~~91786-7032~~	~~909-493-2944~~
CA	OPR	~~Josh-Parker, Joshua Barrett (Josh)~~	2081 Harbison Dr	Vacaville	95687-3911	~~707/447-1269~~ ~~707-447-1269~~
CA	OPR	~~Ignacio-Eraso, Jose Ignacio (Ignacio)~~	1191 Admiral Callaghan Ln	Vallejo	94591-3701	~~707/648-7004~~ ~~707-648-7001~~
CA	OPR	~~OPRAmanda~~ ~~HalliganHollar, Julian Remy (Julian)~~	4050 Lincoln Blvd	Venice	90292-5614	~~310/301-3330~~ ~~310-301-3330~~
CA	OPR	~~Robert-Shaffer, Robert Vernon (Robert)~~	1321 Eastman Ave	Ventura	93003-6467	~~805/339-0977~~ ~~805-339-0977~~
CA	OPR	~~Kyle-Zimmerman, Kyle Andrew (Kyle)~~	12180 Mariposa Rd	Victorville	92395-6006	~~760/355-6637~~ ~~760-355-6637~~
CA	OPR	~~Luis-Gomez, Luis Alberto (Luis)~~	475 Hacienda Dr	Vista	92081-6687	~~760/607-9373~~ ~~760-607-9373~~
CA	OPR	~~Brent-Allen, Brent Bradford (Brent)~~	2750 N Main St	Walnut Creek	94597-2732	~~925/295-0780~~ ~~925-295-0780~~
CA	OPR	~~Hernandez, Daniel (Danny)~~	~~3041 E Garvey Ave N~~	~~West Covina~~	~~91791-1707~~	~~626-239-3018~~
CA	OPR	~~Danny-Hernandez, Daniel (Danny)~~	200 S Vincent Ave	West Covina	91790-2905	~~626/210-2693~~ ~~626-210-2693~~
CA	~~TMPOP~~ ~~R~~	~~Nyan-CianciosaBrodie, Dakata Barron~~ ~~(Dakata)~~	6400 Fallbrook Ave	West Hills	91307-3553	~~818/912-6118~~ ~~818-912-6118~~
CA	OPR	~~Steven-RichardsonYoung, Joshua Stephen~~ ~~(Josh)~~	3771 E Thousand Oaks Blvd	Westlake Village	91362-3607	~~805/379-0790~~ ~~805-379-0790~~
CA	OPR	~~Blake-Wohlgemuth, Blake Aaron (Blake)~~	16388 Beach Blvd	Westminster	92683-7858	~~714/847-3847~~ ~~714-847-3847~~
CA	OPR	~~Thomas-Purtell, Thomas Alexander Jr.~~ ~~(Thomas)~~	15600 Whittier Blvd	Whittier	90603-1371	~~562/902-1550~~ ~~562-902-1550~~
CA	OPR	~~Dream-Wright, K'Dream Noelle (Dream)~~	20101 Ventura Blvd	Woodland Hills	91364-2545	~~818/703-3002~~ ~~818-703-3002~~
CA	OPR	~~Kelley-Mauga, Kelley Renee (Kelley)~~	22450 Old Canal Rd	Yorba Linda	92887-4638	~~714/685-9402~~ ~~714-685-9402~~
CA	OPR	~~Chris-Redmon, Charles Christopher (Chris)~~	31479 Avenue E	Yucaipa	92399-1604	~~909/321-2800~~ ~~909-321-2800~~
CO	OPR	~~Lori-Chalmers, Lori Ellen (Lori)~~	5236 Wadsworth Byp	Arvada	80002-3730	~~303/420-3000~~ ~~303-420-3000~~
CO	OPR	~~Sheri-O'Leary, Sheri Lynn (Sheri)~~	7809 Wadsworth Blvd	Arvada	80003-2107	~~303/456-1700~~ ~~303-456-1700~~
CO	OPR	~~OPRA~~ ~~Adam~~ ~~BridgeArangua, Karen Michelle (Karen)~~	~~5600 S Parker Rd~~ ~~14310 E Alameda Ave~~	Aurora	~~80045-11108~~ ~~0012-2520~~	~~303/766-9170~~ ~~303-366-0779~~
CO	OPR	~~Karen-Arangua~~ ~~Bridge, Adam Richard (Adam)~~	~~14310 E Alameda Ave~~ ~~5600 S Parker Rd~~	Aurora	~~80042-25208~~ ~~0015-1110~~	~~303/366-0779~~ ~~303-766-9170~~
CO	OPR	~~Matt-Williams~~ ~~Smith, Daniel Tate (Tate)~~	~~3444 N Salida Ct~~ ~~1198 S Havana St~~	Aurora	~~80041-50298~~ ~~0012-4008~~	~~720/990-8100~~ ~~303-745-7872~~
CO	OPR	~~Shane-Weeks, Marcus Shane (Shane)~~	24400 E Smoky Hill Rd	Aurora	80016-1385	~~303/690-4110~~ ~~303-690-4110~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

CO	OPR	~~Tate-Smith~~ Williams, Matthew Clark (Matt)	~~4198-S Havana St~~ 3444 N Salida Ct	Aurora	~~80012-40088~~ 0011-5029	~~303/745-7872~~ 720-990-8100
CO	OPR	~~Vickie~~ Halbritter, Vickie Angela (Vickie)	2035 Prairie Center Pkwy	Brighton	80601-7015	~~303/655-1404~~ 303-655-1404
CO	OPR	~~Scott~~ Wehn, Scott Louis (Scott)	4260 W 121st Ave	Broomfield	80020-5661	~~720/881-7987~~ 720-881-7987
CO	OPR	~~Joe~~ Weber, Joseph Daniel III (Joe)	~~346-Metzler-Dr~~ 6353 Promenade Pkwy	Castle Rock	~~80108-76828~~ 0108-1923	~~303/660-0999~~ 303-663-7359
CO	OPR	~~Joe~~ Weber, Joseph Daniel III (Joe)	~~6353-Promenade-Pkwy~~ 346 Metzler Dr	Castle Rock	~~80108-19238~~ 0108-7682	~~303/663-7359~~ 303-660-0999
CO	OPR	~~Cody~~ Schoenly, Cody Bradford (Cody)	6907 S University Blvd Ste 201	Centennial	80122-1516	~~303/795-0049~~ 303-795-0049
CO	OPR	Braun, Tucker Philip (Tucker)	505 N Academy Blvd	Colorado		719-785-0565
CO	OPR	Gutteridge, Frank Rencher III (Trace)	391 Spectrum Loop	Colorado		719-487-9790
CO	~~TMP~~ OPR	~~Matt~~ Jeffcoat, Matthew Edmund (Matt)	1620 S Nevada Ave	~~Colorado~~ Springs	~~80905-2222~~ 80052-22	~~719/632-6376~~ 719-632-6376
CO	OPR	~~Randy-Watson~~ Saxby, Ryan S. (Ryan)	~~575-Garden-of-the-Gods-Rd~~ 7990 N Academy Blvd	~~Colorado~~ Springs	~~80907-3501~~ 80023-92	~~719/531-7320~~ 719-598-4646
CO	OPR	~~Rob~~ Taylor, Robert Lynn (Rob)	3710 Bloomington St	~~Colorado~~ Springs	~~80922-3200~~ 80023-21	~~719/596-3577~~ 719-596-3577
CO	OPR	~~Rob~~ Taylor, Robert Lynn (Rob)	5905 Dublin Blvd	~~Colorado~~ Springs	~~80923-7474~~ 80023-47	~~719/597-6008~~ 719-597-6008
CO	OPR	~~Ryan-Saxby~~ Watson, Randall Wayne (Randy)	~~7990-N-Academy-Blvd~~ 575 Garden of the Gods Rd	~~Colorado~~ Springs	~~80920-3902~~ 80023-50	~~719/598-4646~~ 719-531-7320
CO	OPR	Trace Gutteridge	391 Spectrum Loop	Colorado	80921-3800	719/487-9790
CO	OPR	Tucker-Braun	505 N-Academy Blvd	Colorado	80909-8300	719/785-0565
CO	~~TMP~~	Austin-Morrow	430 S-Colorado Blvd	Denver	80246-1207	303/333-3828
CO	OPR	Daniel-Andrews, Daniel Michael (Daniel)	2710 S Colorado Blvd	Denver	80222-6602	~~303/757-4320~~ 303-757-4320
CO	OPR	Jason-Sutton	3601-Quebec St	Denver	80207-1605	303/355-2221
CO	OPR	Kevin-Brock, Kevin Ray (Kevin)	3725 E Colfax Ave	Denver	80206-1810	~~303/377-1117~~ 303-377-1117
CO	OPR	~~Tate~~ Smith, Daniel Tate (Tate)	7785 E Hampden Ave	Denver	80231-4806	~~303/755-4000~~ 303-755-4000
CO	OPR	Sutton, Jason Patrick (Jason)	3601 Quebec St	Denver	80207-1605	303-355-2221
CO	OPR	~~Dan~~ Courtois, Daniel J. (Dan)	1901 Sheridan Blvd	Edgewater	80214-1325	~~303/274-3699~~ 303-274-3699
CO	OPR	Daniel-Andrews, Daniel Michael (Daniel)	3085 S Broadway	Englewood	80113-1528	~~303/781-1115~~ 303-781-1115
CO	OPR	~~Scott~~ Wehn, Scott Louis (Scott)	10280 Federal Blvd	Federal Heights	80260-6171	~~720/887-1676~~ 720-887-1676
CO	OPR	~~Stevan~~ Stein, Stevan David (Stevan)	3605 S College Ave	Fort Collins	80525-3009	~~970/377-9644~~ 970-377-9644
CO	OPR	Kyle-Morgan, Kyle Thomas (Kyle)	7925 Fountain Mesa Rd	Fountain	80817-1535	~~719/312-3123~~ 719-312-3123
CO	OPR	Bikis, Jekabs (Jekabs)	430 S Colorado Blvd	Glendale	80246-1207	303-333-3828
CO	OPR	~~Joe~~ Walsh, Joseph Patrick III (Joe)	522 Bogart Ln	Grand Junction	81505-7113	~~970/241-0352~~ 970-241-0352
CO	OPR	~~Ken~~ Rotramel, Kenneth David (Ken)	4555 Centerplace Dr	Greeley	80634-3757	~~970/330-4421~~ 970-330-4421
CO	OPR	~~Craig~~ Goettsche, Craig Robert (Craig)	9331 E Arapahoe Rd	~~Granville~~ Village	~~80112-3606~~ 80123-36	~~303/706-0106~~ 303-706-0106
CO	OPR	Azim-Khan Brock, Christopher R. (Chris)	~~950-Cpl-Max-Donahue-Ln~~ 3700 E Highlands Ranch Pkwy	Highlands Ranch	~~80129-23128~~ 0126-7804	~~303/470-1300~~ 303-346-0010

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

CO	OPR	~~Chris Brock~~ <u>Khan, Azim Ramon (Azim)</u>	~~2014 Riggs Rd~~ <u>Cpl Max Donahue Ln</u>	Highlands Ranch	80129-2312	~~303/226-0040~~ <u>303-470-1300</u>
CO	OPR	~~Frank Johnson~~ <u>Frank Arthur (Frank)</u>	14730 W Colfax Ave	Lakewood	80401-3200	~~303/271-1131~~ <u>303-271-1131</u>
CO	OPR	~~Matt Zuschlag~~ <u>Matthew Peter (Matt)</u>	565 S Vance St	Lakewood	80226-3308	~~303/927-6303~~ <u>303-927-6303</u>
CO	OPR	~~John Barker~~ <u>John David (John)</u>	5260 S Wadsworth Blvd	Littleton	80123-2226	~~720/922-1999~~ <u>720-922-1999</u>
CO	OPR	~~Lauren Plain~~ <u>Lauren Marie (Lauren)</u>	7301 S Santa Fe Dr Unit 900	Littleton	80120-2976	~~303/797-9564~~ <u>303-797-9564</u>
CO	OPR	~~Lauren Plain~~ <u>Lauren Marie (Lauren)</u>	9976 W Remington Pl	Littleton	80128-9282	~~720/922-2070~~ <u>720-922-2070</u>
CO	OPR	~~Michael Clancey~~ <u>Michael Kevin (Michael)</u>	9091 Westview Rd	Lone Tree	80124-5134	~~303/790-9891~~ <u>303-790-9891</u>
CO	OPR	~~Wade Voyles~~ <u>Thomas Wade (Wade)</u>	8515 Park Meadows Center Dr	Lone Tree	80124-5012	~~303/649-2113~~ <u>303-649-2113</u>
CO	OPR	~~Brent Gooch~~ <u>Brent Alan (Brent)</u>	215 Ken Pratt Blvd	Longmont	80501-8991	~~303/772-9642~~ <u>303-772-9642</u>
CO	OPR	~~Todd Orlando~~ <u>Frank Todd (Todd)</u>	1545 Rocky Mountain Ave	Loveland	80538-8715	~~970/593-0044~~ <u>970-593-0044</u>
CO	OPR	~~Don Griffin~~ <u>Donald Lee (Don)</u>	9335 Crown Crest Blvd	Parker	80138-8573	~~303/805-8575~~ <u>303-805-8575</u>
CO	OPR	~~Sydney Miller~~ <u>Sydney R. (Sydney)</u>	1535 W US Highway 50	Pueblo	81008-1643	~~719/424-3838~~ <u>719-424-3838</u>
CO	OPR	~~John Barker~~ <u>John David (John)</u>	4090 River Point Pkwy	Sheridan	80110-3316	~~303/781-0264~~ <u>303-781-0264</u>
CO	OPR	~~Nathan Anderson~~ <u>Nathan Charles (Nathan)</u>	2580 Coalton Rd	Superior	80027-4632	~~303/410-7050~~ <u>303-410-7050</u>
CO	OPR	~~Barrie Goettsche~~ <u>Barrie Cheryl (Barrie)</u>	16670 Washington St	Thornton	80023-8963	~~303/450-3322~~ <u>720-324-4045</u>
CO	OPR	~~Scott Wehn~~ <u>Scott Louis (Scott)</u>	1301 E 120th Ave	Thornton	80233-5714	~~720/889-1471~~ <u>720-889-1471</u>
CO	OPR	~~Stevan Stein~~ <u>Stevan David (Stevan)</u>	4531 Weitzel St Timnath CO80547	Timnath	80547-4417	~~970/482-4183~~ <u>970-482-4183</u>
CO	OPR	~~Wes Yahara~~ <u>Charles Wesley (Wes)</u>	14275 Orchard Pkwy	Westminster	80023-9278	~~303/280-9687~~ <u>303-280-9687</u>
CO	OPR	~~Johnson, Frank Arthur (Frank)~~	<u>3700 Youngfield Street</u>	<u>Wheat Ridge</u>	<u>80033</u>	<u>303-285-9545</u>
CT	OPR	~~Devon Scanlon~~ <u>Devon McCaffrey (Devon)</u>	156 Federal Rd	Brookfield	06804-2515	~~203/775-7976~~ <u>203-775-7976</u>
CT	OPR	~~Rich Beattie~~ <u>Scanlon, Devon McCaffrey (Devon)</u>	7 Backus Ave	Danbury	06810-7422	~~203/796-1037~~ <u>203-796-1037</u>
CT	OPR	~~Colby Webb~~ <u>Colby James (Colby)</u>	25 Hazard Ave	Enfield	06082-3725	~~860/253-0469~~ <u>860-253-0469</u>
CT	OPR	~~Beattie, Richard M. (Rich)~~	<u>750 Post Road & 42 Elliot Street</u>	<u>Fairfield</u>	<u>06824</u>	<u>203-254-8355</u>
CT	OPR	~~Jordan Snook~~ <u>Jordan A. (Jordan)</u>	2941 Main St	Glastonbury	~~06033-10280~~ <u>6033-1094</u>	~~860/633-0800~~ <u>860-633-0800</u>
CT	OPR	~~Alex Ottaway~~ <u>Alexander Scott (Alex)</u>	1428 Pleasant Valley Rd	Manchester	06042-8761	~~860/812-0307~~ <u>860-812-0307</u>
CT	OPR	~~Bobbi Stewart~~ <u>Roberta J. (Bobbi)</u>	3240 Berlin Tpke	Newington	06111-4628	~~860/665-0048~~ <u>860-665-0048</u>
CT	OPR	~~Sarah Gaudiano~~ <u>Sarah Elizabeth (Sarah)</u>	560 Universal Dr N	North Haven	06473	~~203/234-0300~~ <u>203-234-0300</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

CT	OPR	~~Archer Bullock~~ <u>Archer Winfield Jr. (Archer)</u>	467 Connecticut Ave	Norwalk	06854	~~203/831-0196~~ <u>203-831-0196</u>
CT	OPR	~~Smith, Peter Andrew (Peter)~~	<u>801 Bridgeport Ave</u>	<u>Shelton</u>	<u>06484-4714</u>	
CT	OPR	~~Mike Hartman~~ <u>Michael M. (Mike)</u>	801 Queen St	Southington	06489-1507	~~860/276-0500~~
CT	OPR	~~Todd Langston~~ <u>Benjamin Todd (Todd)</u>	1098 N Colony Rd	Wallingford	06492-1728	~~203/265-4747~~ <u>203-265-4747</u>
CT	OPR	~~Daryl Jackson~~ <u>Daryl (Daryl)</u>	509 New Park Ave	West Hartford	06110-1326	~~860/461-1691~~ <u>860-461-1691</u>
DC	OPR	~~Alan Thompson~~ <u>Chesson, Jessie Adele (Jessie)</u>	~~220 Riggs Rd~~ <u>2410 Market St NE</u>	Washington	~~20011-24102~~	~~202/774-2085~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

DC	OPR	~~Andrew Smith~~ <u>Haynes, Nathaniel (Treh)</u>	~~1214-18th~~ <u>3100 14th St NW</u>	Washington	~~20036-25382~~ <u>20010-2415</u>	~~202/296-3000~~ <u>202-986-3290</u>
DC	OPR	~~Earl Ishmal~~ <u>, Earl Lese III (Earl)</u>	1401 Maryland Ave NE	Washington	20002-5036	~~202/388-3500~~
DC	OPR	~~Jessie Chesson~~ <u>Kang, Deebeen Soo (DK)</u>	~~2410-Market~~ <u>707 G St NE</u> ~~NW~~	Washington	~~20048-38542~~ <u>0001-3716</u>	~~202/832-0528~~ <u>202-855-4612</u>
DC	OPR	~~Kristen McCray~~ <u>, Kristen Maria (Kristen)</u>	4505 Wisconsin Ave NW	Washington	20016-4619	~~202/244-4514~~ <u>202-244-4514</u>
DC	OPR	~~Treh Haynes~~ <u>Smith, Andrew Wayne (Andrew)</u>	~~3100-14th~~ <u>1214 18th St NW</u>	Washington	~~20010-24152~~ <u>0036-2538</u>	~~202/986-3290~~
DC	OPR	<u>Thompson, Alan L. (Alan)</u>	<u>220 Riggs Rd NE</u>	<u>Washington</u>	<u>20011</u>	
DE	OPR	~~Adam Marcus~~ <u>, Adam Joseph (Adam)</u>	1101 Quintilio Dr	Bear	19701-6003	~~302/834-4816~~ <u>302-834-4816</u>
DE	OPR	~~Ron DiFava~~ <u>, Ronald (Ron)</u>	4044 S Dupont Hwy	Camden	19934-1370	~~302/697-6150~~ <u>302-697-6150</u>
DE	~~TMP~~ <u>OP</u> ~~R~~	~~DeShawn Taylor~~ <u>DiFava, Ronald (Ron)</u>	1440 N Dupont Hwy	Dover	19901-2213	~~302/736-5226~~ <u>302-554-1131</u>
DE	OPR	~~Kevin Wood~~ <u>, Kevin M. (Kevin)</u>	701 S Ridge Ave	Middletown	19709-4653	~~302/376-7700~~ <u>302-376-7700</u>
DE	OPR	~~Zach Hayes~~ <u>, Zachary Tyler (Zach)</u>	698 N Dupont Blvd # C	Milford	19963-1002	~~302/422-8825~~ <u>302-422-8825</u>
DE	OPR	~~Tim Sweetman~~ <u>, Timothy James (Tim)</u>	30141 Commerce Dr	Millsboro	19966-3591	~~302/217-1099~~ <u>302-217-1099</u>
DE	<u>OPR</u>	~~OPR~~ <u>Adam</u> ~~Marcus~~ <u>, Adam Joseph (Adam)</u>	107 S Dupont Hwy	New Castle	19720-4127	~~302/834-4816~~ <u>302-834-4816</u>
DE	<u>OPR</u>	~~OPR~~ <u>Adam</u> ~~Marcus~~ <u>, Adam Joseph (Adam)</u>	204 Christiana Mall	Newark	19702-3204	~~302/737-3200~~ <u>302-737-3200</u>
DE	OPR	~~Luke Trader~~ <u>, Randolph Luke (Luke)</u>	4657 Ogletown Stanton Rd	Newark	19713-2006	~~302/737-3400~~ <u>302-737-3400</u>
DE	OPR	~~Jacob Digges~~ <u>, Jacob Robert (Jacob)</u>	19531 Coastal Hwy	Rehoboth Beach	19971-6139	~~302/212-2170~~ <u>302-212-2170</u>
DE	OPR	~~Mike Vonhof~~ <u>, Michael G. (Mike)</u>	22932 Sussex Hwy	Seaford	19973-5868	~~302/628-3003~~ <u>302-628-3003</u>
DE	<u>OPR</u>	~~OPR~~ <u>Allie</u> ~~Stephenson~~ <u>, Allie Marie (Allie)</u>	4737 Concord Pike Ste 760	Wilmington	19803-1452	~~302/478-7763~~ <u>302-478-7763</u>
DE	OPR	~~Kate Sweers~~ <u>, Katelynn Breana (Kate)</u>	3260 Kirkwood Hwy	Wilmington	19808-6130	~~302/394-6224~~ <u>302-394-6224</u>
FL	~~TMP~~ <u>OP</u> ~~R~~	~~Chase Castellano~~ <u>, Chase Michael Angelo (Chase)</u>	451 E Altamonte Dr	~~Altamonte Springs~~ <u>Altamonte Springs</u>	~~32701-4613~~ <u>32701-4613</u>	~~407/834-6669~~ <u>407-834-6669</u>
FL	OPR	~~Frank Yurchak~~ <u>, Frank Joseph (Frank)</u>	234 W State Road 436	~~Altamonte Springs~~ <u>Altamonte Springs</u>	~~32714-4202~~ <u>32714-4202</u>	~~407/786-2274~~ <u>407-786-2274</u>
FL	OPR	~~Melanie Holland~~ <u>, Melanie Ann (Melanie)</u>	~~3050~~ <u>2488 E Semoran Blvd</u>	Apopka	~~32703-59403~~ <u>2703-5800</u>	~~407/865-7071~~ <u>407-865-7071</u>
FL	OPR	~~James Probe~~ <u>, James Daniel (James)</u>	21175 Biscayne Blvd	Aventura	33180-1215	~~305/509-6652~~ <u>305-509-6652</u>
FL	OPR	~~Paul Kiedis~~ <u>Kranitz, William Justin (Justin)</u>	~~6000 Glades Rd Ste 1166C~~ <u>475 E Van Fleet Dr</u>	~~Boca Raton~~ <u>Boca Raton</u>	~~33431-72553~~ <u>3830-3835</u>	~~561/347-1622~~ <u>863-578-5200</u>
FL	OPR	~~Paul Kiedis~~ <u>, Robert Paul (Paul)</u>	9536 Glades Rd	Boca Raton	33434-3945	~~561/232-3572~~ <u>561-232-3572</u>
FL	<u>OPR</u>	<u>Kiedis, Robert Paul (Paul)</u>	<u>6000 Glades Rd Ste 1166c</u>	<u>Boca Raton</u>	<u>33431-7255</u>	<u>561-347-1622</u>
FL	OPR	~~Justin Mize~~ <u>Ripple, William Brent (Brent)</u>	~~1560~~ <u>1277 W Boynton Beach Blvd</u> ~~Palmetto Park Rd~~	~~Boynton Beach~~ <u>Boynton Beach</u> ~~Boca Raton~~	~~33436-46023~~ <u>3486-3317</u>	~~561/752-0790~~ <u>561-208-1047</u>
FL	OPR	~~Justin Mize~~ <u>, Justin David (Justin)</u>	8796 Boynton Beach Blvd	Boynton Beach	33472-4423	~~561/536-2256~~ <u>561-536-2256</u>
FL	OPR	~~Jonathan Ith~~ <u>Mize, Justin David (Justin)</u>	~~5206 73rd Ln E~~ <u>1560 W Boynton Beach Blvd</u>	~~Bradenton~~ <u>Boynton Beach</u>	~~34203-89123~~ <u>3436-4602</u>	~~941/751-9993~~ <u>561-752-0790</u>
FL	OPR	~~Nathan Hoeksema~~ <u>, Nathanael John (Nathan)</u>	4573 14th St W	Bradenton	34207-1429	~~941/727-7313~~ <u>941-727-7313</u>
FL	<u>OPR</u>	<u>Hoeksema, Nathanael John (Nathan)</u>	<u>4311 Manatee Ave W</u>	<u>Bradenton</u>	<u>34209-3914</u>	<u>941-200-3880</u>
FL	<u>OPR</u>	<u>Ith, Jonathan Vaty (Jonathan)</u>	<u>5206 73rd Ln E</u>	<u>Bradenton</u>	<u>34203-8912</u>	<u>941-751-9993</u>
FL	~~TMP~~ <u>OP</u>	~~Bryan White~~ <u>Holmberg, Paul W. (Paul)</u>	~~519-Brandon Town Center Mall~~ <u>11325</u>	Brandon	~~33511-47253~~	~~813/654-6769~~

	R	~~CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22~~				
FL	OPR	~~Jeff~~ Jones, <u>Jeffrey Eric (Jeff)</u>	1504 E Brandon Blvd	Brandon	33511-5625	~~813/661-2300~~ ~~813-661-2300~~
FL	OPR	~~White, Bryan~~ Paul ~~Holmberg~~ (Bryan)	~~11325 Causeway Blvd~~ <u>519 Brandon Town Center Mall</u>	Brandon	~~33511-29043~~ ~~3511-4725~~	~~813/655-1237~~ ~~813-654-6769~~
FL	OPR	~~John~~ Mitten, <u>John Richard (John)</u>	13143 Cortez Blvd	Brooksville	34613-7802	~~352/596-2826~~ ~~352-596-2826~~
FL	OPR	~~Billy~~ Cossette, <u>William Christopher (Billy)</u>	1790 NE Pine Island Rd	Cape Coral	33909-1734	~~239/242-8748~~ ~~239-242-8748~~
FL	OPR	~~Ricardo~~ Sanchez, <u>Ricardo Enrique (Ricardo)</u>	15801 N Dale Mabry Hwy	Carrollwood	33618-1646	~~813/269-0717~~ ~~813-269-0717~~
FL	OPR	~~Gus~~ Mir, <u>Gustavo Rafael (Gus)</u>	3423 Ulmerton Rd	Clearwater	33762-4216	~~727/572-7775~~ ~~727-572-7775~~
FL	OPR	~~Russ~~ Voor, <u>Russell Keith (Russ)</u>	2516 Gulf To Bay Blvd	Clearwater	33765-4411	~~727/723-1992~~ ~~727-723-1992~~
FL	OPR	~~Russ~~ Voor, <u>Russell Keith (Russ)</u>	2525 Countryside Boulevard	Clearwater	33761	~~727/791-1808~~ ~~727-791-1808~~
FL	OPR	~~Andrew~~	~~644 US Highway 27~~	~~Clermont~~	~~34714-8908~~	~~352/243-2909~~
FL	OPR	~~Rocky~~ DeStefano, <u>Rocco Joseph (Rocky)</u>	16110 Hammock Ridge Road	Clermont	34711	~~352/241-8680~~ ~~352-241-8680~~
FL	OPR	~~Rocky~~ DeStefano, <u>Rocco Joseph (Rocky)</u>	2585 E Highway 50	Clermont	34711-6051	~~352/241-7076~~ ~~352-241-7076~~
FL	OPR	~~Gaddie~~ , <u>Andrew M. (Andrew)</u>	~~644 US Highway 27~~	~~Clermont~~	~~34714-8908~~	~~352-243-2909~~
FL	OPR	~~Brent~~ Baillio, <u>Brent Michael (Brent)</u>	4670 N State Road 7	Coconut Creek	33073-3901	~~954/834-6877~~ ~~954-834-6877~~
FL	OPR	~~Samuel~~ Poecana, <u>Samuel (Samuel)</u>	1341 N University Dr	Coral Springs	33071-8316	~~954/753-0779~~ ~~954-753-0779~~
FL	OPR	~~Kyle~~ Schisler, <u>Kyle Michael (Kyle)</u>	3000 S Ferdon Blvd	Crestview	32536-8477	~~850/398-6995~~ ~~850-398-6995~~
FL	OPR	~~Rudy~~ Neal, <u>Rutherford Bernard (Rudy)</u>	43568 Highway 27	Davenport	33837-6812	~~863/866-2007~~ ~~863-866-2007~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

FL	OPR	~~Felix~~ Hodges <u>Fitzpatrick, William Scott (Scott)</u>	~~1900 S University Dr~~ <u>15990 SW 41st St</u>	Davie	~~33324-58493~~ ~~3331-1544~~	~~954/472-1123~~ ~~954-384-5113~~
FL	OPR	~~Felix~~ Hodges, <u>Felix Allen (Felix)</u>	5700 South University Drive	Davie	33328	~~954/680-1620~~ ~~954-680-1620~~
FL	OPR	~~Scott~~ <u>Fitzpatrick</u> Hodges, <u>Felix Allen (Felix)</u>	~~15990 SW 41st St~~ <u>1900 S University Dr</u>	Davie	~~33331-15443~~ ~~3324-5849~~	~~954/384-5113~~ ~~954-472-1123~~
FL	OPR	~~Chris~~ Kirby, <u>Christopher Joseph (Chris)</u>	100 N Williamson Blvd	Daytona Beach	32114-7129	~~386/252-8232~~ ~~386-252-8232~~
FL	OPR	~~Brent~~ Baillio, <u>Brent Michael (Brent)</u>	3648 W Hillsboro Blvd	Deerfield Beach	33442-9405	~~954/570-0404~~ ~~954-570-0404~~
FL	OPR	~~Neil~~ , <u>Daniel Afton (Daniel)</u>	~~2760 US Highway 331 S~~	~~Derrick Springs~~	~~326574~~	~~850-307-5123~~
FL	OPR	~~Jamey~~ Vance, <u>Jamey Alexander (Jamey)</u>	2295 S Woodland Blvd	Deland	32720-8633	~~386/738-0062~~ ~~386-738-0062~~
FL	OPR	~~Erik~~ Benitez, <u>Erik (Erik)</u>	4775 W Atlantic Ave	Delray Beach	33445-3838	~~561/908-2721~~ ~~561-908-2721~~
FL	OPR	~~Susan~~ Leffert, <u>Susan Morris (Susan)</u>	1800 S Federal Hwy	Delray Beach	33483-3311	~~561/265-0321~~ ~~561-265-0321~~
FL	OPR	~~Tripp~~ Hill, <u>Tripp Hunter (Tripp)</u>	~~1063~~ <u>1021</u> Highway 98 E	Destin	~~32541-29013~~ ~~2541-2908~~	~~850/654-5534~~ ~~850-502-2296~~
FL	OPR	~~Victor~~ Zaldivar, <u>Victor Manuel (Victor)</u>	~~3995~~ <u>9815</u> NW ~~107th Ave~~ <u>41st St</u>	Doral	~~33178-18783~~ ~~3178-2969~~	~~305/593-7881~~ ~~305-593-7881~~
FL	OPR	~~Allan~~ Bradburn, <u>James Allan (Allan)</u>	21900 S Tamiami Trl	Estero	33928-3231	~~239/498-8700~~ ~~239-498-8700~~
FL	OPR	~~Billy~~ McClarnon, <u>William James (Billy)</u>	80 Oxford Rd	Fern Park	32730-2103	~~321/444-6536~~ ~~321-444-6536~~
FL	OPR	~~Cary~~ Arnold, <u>Cary A. (Cary)</u>	1541 County Road 220	Fleming Island	32003-7926	~~904/264-3644~~ ~~904-264-3644~~
FL	OPR	~~Rolando~~ Justiniano, <u>Rolando Jr. (Rolando)</u>	2650 N Federal Hwy	Fort Lauderdale	33306-1422	~~888/582-8121~~ ~~888-582-8121~~
FL	OPR	~~Bruce~~ Adkins, <u>Bruce Dane (Bruce)</u>	4752 Colonial Blvd	Fort Myers	33966-1034	~~239/936-6317~~ ~~239-936-6317~~

FL	OPR	~~Glanvill~~ , <u>Peter Alan (Peter)</u>	<u>13610 S Tamiami Trl</u>	<u>Fort Myers</u>	<u>33912-1624</u>	<u>239-433-9030</u>
FL	OPR	~~Kevin~~ -van der Kooy, <u>Kevin Ryan (Kevin)</u>	9980 Interstate Commerce Dr	Fort Myers	33913-8260	~~239/437-4800~~ <u>239-437-4800</u>
FL	~~IMPOP~~ <u>R</u>	~~Rey-Gonzalez~~ <u>Sanz, Sean Michael (Sean)</u>	~~13610 S Tamiami Trl~~ <u>5560</u> <u>Okcechobee Rd</u>	Fort ~~Myers~~ <u>Pierce</u>	~~33912-16243~~ <u>4947-5316</u>	~~239/433-9030~~
FL	OPR	~~Sean-Sanz~~ <u>Sexton, William Matthew (Matthew)</u>	~~5560-Okeechobee Rd~~ <u>122 Eglin Pkwy</u> <u>NE</u>	Fort ~~Pierce~~ <u>Walter</u> <u>Beach</u>	~~34947~~ <u>32547-3045</u>	~~833/588-2699~~ <u>850-301-0093</u>
FL	OPR	~~Matthew~~ -Sexton, <u>William Matthew (Matthew)</u>	743 Beal Pkwy ~~NW~~ <u>Nw</u>	Fort ~~Walter~~ <u>Beach</u>	~~32547-3045~~ <u>32547-3045</u>	~~850/315-2697~~ <u>850-315-2697</u>
<u>FL</u>	<u>OPR</u>	<u>Allen, William Ernest IV (Will)</u>	<u>6419 W Newberry Rd Ste G8</u>	<u>Gainesville</u>	<u>32605-4390</u>	<u>352-331-6691</u>
FL	OPR	~~Landon~~ -Bentley, <u>Patrick Landon (Landon)</u>	1340 W University Ave	Gainesville	32603-2308	~~352/376-4000~~ <u>352-376-4000</u>
FL	OPR	~~Ray~~ -Holloway, <u>Raymond Cecil III (Ray)</u>	3621 SW Archer Rd	Gainesville	32608-2412	~~352/373-9988~~ <u>352-204-5757</u>
FL	OPR	~~Ray~~ -Holloway, <u>Raymond Cecil III (Ray)</u>	3938 SW Archer Rd	Gainesville	32608-2342	~~352/373-9988~~ <u>352-373-9988</u>
~~FL~~	~~OPR~~	~~Will Allen~~	~~6419 W Newberry Rd Ste G8~~	~~Gainesville~~	~~32605-4390~~	~~352/331-6691~~
FL	OPR	~~Nicole~~ -Moceri, <u>Nicole Roberto (Nicole)</u>	6275 Lantana Rd	Greenacres	33463-6714	~~561/296-4689~~ <u>561-296-4689</u>
FL	OPR	~~John~~ -Stopper, <u>John William II (John)</u>	310 Gulf Breeze Pkwy	Gulf Breeze	32561-4492	~~850/932-5400~~ <u>850-932-5400</u>
FL	OPR	~~Cynthia~~ -Bowles, <u>Cynthia Gay (Cynthia)</u>	1600 W 49th St	Hialeah	33012-2931	~~786/422-1500~~ <u>786-422-1500</u>
<u>FL</u>	<u>OPR</u>	<u>Sampayo, Antonio Jose (Tony)</u>	<u>5870 NW 183rd St</u>	<u>Hialeah</u>	<u>33015-6023</u>	<u>305-615-1532</u>
<u>FL</u>	<u>OPR</u>	<u>Sandoval, Raul (Raul)</u>	<u>495 W 49th St</u>	<u>Hialeah</u>	<u>33012-3602</u>	<u>786-845-6516</u>
<u>FL</u>	<u>OPR</u>	<u>Brown, Jack W. Jr. (Jack)</u>	<u>4461 Southside Blvd</u>	<u>Jacksonville</u>	<u>32216-5402</u>	<u>904-646-9333</u>
FL	OPR	~~Ben~~ -Bryant, <u>Benjamin J. (Ben)</u>	7147 Philips Hwy	Jacksonville	32256-6801	~~904/281-1000~~ <u>904-281-1000</u>
<u>FL</u>	<u>OPR</u>	<u>Bucy, Jeffery M. (Jeff)</u>	<u>4625 Town Center Pkwy</u>	<u>Jacksonville</u>	<u>32246-7400</u>	<u>904-928-9498</u>
FL	OPR	~~Chuck~~ -Campbell, <u>Charles Wayne (Chuck)</u>	14020 Lunar Dr	Jacksonville	32218-7241	~~904/757-1430~~ <u>904-757-1430</u>
FL	OPR	~~Darrell~~ -Crawford, <u>Darrell Michael (Darrell)</u>	4495 Roosevelt Blvd Ste 601	Jacksonville	32210-3387	~~904/387-1322~~ <u>904-387-1322</u>
FL	OPR	~~Eric~~ -Gillis, <u>Eric Mathew (Eric)</u>	3280 Oak Bluff Ln	Jacksonville	32257-6221	~~904/292-4668~~ <u>904-292-4668</u>
FL	OPR	~~Jack-Brown~~ <u>Kramer, Robert John (Robert)</u>	~~4461 Southside~~ <u>9398 Atlantic</u> Blvd	Jacksonville	~~32216-54023~~ <u>2225-8219</u>	~~904/646-9333~~ <u>904-724-4828</u>
~~FL~~	~~OPR~~	~~Jason-Walker~~	~~3814 University Blvd W~~	~~Jacksonville~~	~~32217-2202~~	~~904/712-6000~~
~~FL~~	~~OPR~~	~~Jeff Bucy~~	~~4625 Town Center Pkwy~~	~~Jacksonville~~	~~32246-7400~~	~~904/928-9498~~
~~FL~~	~~OPR~~	~~Jeff Wier~~	~~13672 Beach Blvd~~	~~Jacksonville~~	~~32224~~	~~904/992-2232~~
FL	OPR	~~Joe~~ -Mayo, <u>Joseph Lynn (Joe)</u>	9630 Applecross Rd	Jacksonville	32222-5818	~~904/908-4488~~ <u>904-908-4488</u>
FL	OPR	~~Joel~~ -Parker, <u>Joel Morgan (Joel)</u>	10300 Southside Blvd Ste 310	Jacksonville	32256-0746	~~904/363-1144~~ <u>904-363-1144</u>
FL	OPR	~~Joel~~ -Parker, <u>Joel Morgan (Joel)</u>	9980 Southside Blvd	Jacksonville	32256-0783	~~904/519-0505~~ <u>904-519-0505</u>
FL	OPR	~~Melinda~~ -Sowers, <u>Melinda McLeod (Melinda)</u>	13375 Atlantic Blvd	Jacksonville	32225-5569	~~904/221-0067~~ <u>904-221-0067</u>
FL	OPR	~~Robert-Kramer~~ <u>Walker, Jason Charles (Jason)</u>	~~9398 Atlantic~~ <u>3814 University</u> Blvd <u>W</u>	Jacksonville	~~32225-82193~~ <u>2217-2202</u>	~~904/724-4828~~ <u>904-712-6000</u>
<u>FL</u>	<u>OPR</u>	<u>Wier, Jeffrey Dean (Jeff)</u>	<u>13672 Beach Blvd</u>	<u>Jacksonville</u>	<u>32224-1206</u>	<u>904-992-2232</u>
FL	OPR	~~Todd~~ -Coleman, <u>Todd Lindsey (Todd)</u>	590 Marsh Landing Pkwy	~~Jacksonville~~ <u>Beach</u>	~~32250-5850~~ <u>32250-5850</u>	~~904/280-0255~~ <u>904-280-0255</u>
<u>FL</u>	<u>OPR</u>	<u>Buchanan, Nathan Douglas (Nathan)</u>	<u>3745 NW Federal Hwy</u>	<u>Jensen Beach</u>	<u>34957</u>	<u>772-446-1246</u>
FL	~~OPR~~ <u>TM</u> <u>P</u>	~~Nathan-Buchanan~~ <u>Nixon, Jessica (Jess)</u>	3278 ~~NW~~ <u>Nw</u> Federal Hwy	Jensen Beach	34957-4442	~~772/692-2322~~ <u>772-692-2322</u>
FL	OPR	~~Dave-Koepsell~~ <u>Burkhead, Tyler Steven (Tyler)</u>	~~60507891~~ W Irlo Bronson Memorial Hwy	Kissimmee	~~34747-45153~~ <u>4747-1739</u>	~~407/566-9808~~ <u>407-787-4001</u>
FL	OPR	~~Renato-Nascimento~~ <u>Koepsell, David Graham (Dave)</u>	~~44506050~~ W ~~Vine St~~ <u>Irlo Bronson</u> Memorial Hwy	Kissimmee	~~34746-53153~~ <u>4747-4515</u>	~~407/787-3332~~ <u>407-566-9808</u>
FL	OPR	~~Tim~~ -Lytle, <u>Timothy James (Tim)</u>	3286 N John Young Pkwy	Kissimmee	34741-7549	~~407/935-0102~~ <u>407-935-0102</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

FL	OPR	~~Tyler Burkhead~~ Nascimento, Renato (Renato)	~~4435 W Pine St~~ Hwy Vine St	Kissimmee	~~344-727-4001~~ 4746-5315	~~407-787-3332~~
FL	OPR	~~Michael~~ Sexton, Michael Stanley (Michael)	3200 W US Highway 90	Lake City	32055-4723	~~386/438-5549~~ 386-438-5549
FL	OPR	~~Steven~~ Schrieber, Steven Scott (Steven)	4420 W Lake Mary Blvd	Lake Mary	32746-3351	~~407/333-8875~~ 407-333-8875
FL	OPR	~~Neil~~ Hannon, Neil (Neil)	1262 Northlake Blvd	Lake Park	33403-2050	~~561/842-5805~~ 561-842-5805
FL	~~TMP~~ OPR R	~~Drew Kelly~~ Brickhouse, Daniel Scott (Scott)	~~3800 US Highway 98 N Ste 692~~ 4625 S Florida Ave	Lakeland	~~33809-38283~~ 3813-2123	~~863/859-4444~~ 863-607-9300

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

FL	OPR	~~Scott~~ Brickhouse, Daniel Scott (Scott)	4132 ~~US~~ Us Highway 98 N	Lakeland	33809-3831	~~863/940-2828~~ 863-940-2828
~~FL~~	~~TMP~~	~~Kelly, Drew~~	~~3800 Us Highway 98 N Ste 692~~	~~Lakeland~~	~~33809-3828~~	~~863-859-4444~~
FL	OPR	~~Scott Brickhouse~~ Starnes, Jeremy Knight (Jeremy)	~~4625 S Florida Ave~~ 1197 W Lantana Rd	~~Lakeland~~ Lantana	~~33813-21233~~ 3462-1514	~~863/607-9300~~ 561-244-8797
FL	~~TMP~~ OPR R	~~Morgan Newman~~ Menendez, Anthony Luis (Tony)	10075 Ulmerton Rd	Largo	33771-4241	~~727/303-3155~~ 727-303-3155
~~FL~~	~~OPR~~	~~Chippeaux, Matthew Ryan (Matt)~~	~~17693 Harpers Run~~	~~Lutz~~	~~33558~~	~~813-303-1990~~
FL	OPR	~~Britt~~ Young, Britt Willis (Britt)	2349 Sun Vista Dr	Lutz	33559-6813	~~813/909-0953~~ 813-909-0953
FL	OPR	~~Bryan Watson~~ Dampier, Grace Oaks (Grace)	~~1700 W New Haven Ave Ste 407~~ 4930 Oakdale Blvd	~~Melbourne~~ Maria nna	~~32904-39853~~ 2448-5362	~~321/984-0637~~ 850-633-2334
FL	OPR	~~Mike~~ Urso, Michael Anthony (Mike)	3865 N Wickham Rd	Melbourne	32935-2310	~~321/433-5866~~ 321-433-5866
FL	OPR	~~Mike~~ Urso, Michael Anthony (Mike)	8300 N Wickham Rd	Melbourne	32940-7969	~~321/751-0801~~ 321-751-0801
~~FL~~	~~OPR~~	~~Watson, Bryan Markee (Bryan)~~	~~1700 W New Haven Ave Ste 407~~	~~Melbourne~~	~~32904-3985~~	~~321-984-0637~~
FL	OPR	~~Mike~~ Weeks, Michael Ray (Mike)	2955 Viera Boulevard	Melbourne	32940	~~321/636-3535~~ 321-636-3535
FL	OPR	~~Kersh~~ Peterson, James Kersh (Kersh)	785 E Merritt Island Cswy	Merritt Island	32952-3516	~~321/765-9877~~ 321-765-9877
~~FL~~	~~OPR~~	~~Justin Lindsey~~	~~12100 SW 88th St~~	~~Miami~~	~~33186-2004~~	~~305/901-6010~~
FL	OPR	~~Karyna~~ Kaufmann, Karyna (Karyna)	7535 N Kendall Dr Ste 1440A	Miami	33156-7881	~~305/661-1173~~ 305-661-1173
FL	OPR	~~Mauricio~~ Leon, Pablo Mauricio (Mauricio)	9301 W Flagler St	Miami	33174-2407	~~305/553-5497~~ 305-553-5497
~~FL~~	~~OPR~~	~~Lindsey, Justin Dean (Justin)~~	~~12100 SW 88th St~~	~~Miami~~	~~33186-2004~~	~~305-901-6010~~
FL	OPR	~~Thomas~~ Overby, Thomas Charles (Thomas)	1410 NW ~~North~~ N River Dr	Miami	33125-2657	~~786/864-0400~~ 786-864-0400
FL	OPR	~~Tony~~ Sampayo, Antonio Jose (Tony)	16100 NW 57th Ave	Miami Lakes	33014-6715	~~305/512-4501~~ 305-512-4501
FL	OPR	~~Joe~~ Mayo, Joseph Lynn (Joe)	1710 Blanding Blvd	Middleburg	32068-3836	~~904/291-8220~~ 904-291-8220
FL	OPR	~~Fred~~ Capewell, Frederick Paul (Fred)	3211 ~~SW~~ Sw 160th Ave	Miramar	33027-4215	~~954/433-3890~~ 954-433-3890
FL	OPR	~~Jude~~ Hodges, Jude Ellis (Jude)	12355 Miramar Parkway	Miramar	33025	~~954/449-6836~~ 954-449-6836
FL	OPR	~~Mike~~ Ricks, Michael Allen (Mike)	52 Scenic Gulf Dr	Miramar Beach	32550-4929	~~850/846-6246~~ 850-846-6246
FL	OPR	~~Rick~~ Powell, Frederick Harold Jr. (Rick)	17240 ~~US~~ Us Highway 441	Mount Dora	32757-6712	~~352/385-0046~~ 352-385-0046
FL	OPR	~~Chip~~ Hudson, Charles E. (Chip)	8610 Addison Place Dr	Naples	34119-7832	~~239/307-6050~~ 239-307-6050
~~FL~~	~~TMP~~	~~John Traeger~~	~~1874 Tamiami Trl N Spc FC-7~~	~~Naples~~	~~34102-4813~~	~~239/263-2678~~
FL	OPR	~~Rodriguez, Pedro Jason (P.J.-Rodriguez)~~	5825 Airport Pulling Rd N	Naples	34109-2029	~~239/594-9777~~ 239-594-9777
~~FL~~	~~TMP~~	~~Rodgers, Neal~~	~~1874 Tamiami Trl N Spc Fc-7~~	~~Naples~~	~~34102-4813~~	~~239-263-2678~~
FL	OPR	~~Robb~~ Schiefer, Robert Peter (Robb)	1348 John Sims Pkwy E	Niceville	32578-2208	~~850/279-6070~~ 850-279-6070
FL	OPR	~~Elias~~ Feliz, Elias (Elias)	820 N Miami Beach Blvd	~~North~~ Mari	~~33162-3701~~	~~786/746-6800~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

		~~Debbie Maechtel~~ Hart, Andrew Kenneth (Drew)	3100 SW College Rd	Ocala	34474-7446	~~352/237-1576~~ 352-237-1576
FL	OPR	Williams, Jeromy Joe (Jeromy)	5048 SW 48th Avenue	Ocala	34474	352-850-5742
FL	OPR	~~Jeromy~~ -Williams, Jeromy Joe (Jeromy)	3445 ~~SW~~ Sw College Rd	Ocala	34474-4429	~~352/854-2866~~ 352-854-2866
FL	OPR	~~Sidge~~ -Boast, Marshall Sidgmore (Sidge)	10620 W Colonial Dr	Ocoee	34761-2902	~~407/654-0904~~ 407-654-0904
FL	OPR	~~Bill~~ -Fink, William John (Bill)	3740 Tampa Rd	Oldsmar	34677-6306	~~813/925-0117~~ 813-925-0117
FL	OPR	~~Jamey~~ -Vance, Jamey Alexander (Jamey)	1141 Saxon Blvd	Orange City	32763-8470	~~386/774-8625~~ 386-774-8625
FL	OPR	~~Craig~~ -Phillips, Craig Jeffrey (Craig)	1925 Wells Rd	Orange Park	32073-2326	~~904/541-1111~~ 904-541-1111
FL	OPR	~~Eric Johnson~~ Addeo, Joseph Michael (Joe)	~~4752 S Kirkman Rd~~ 9500 McKenna Dr	Orlando	~~32811-3643~~ 2819-8868	~~407/295-9034~~ 407-757-7001
FL	OPR	~~Frank Yurchak~~ Beach, Matthew L. (Matt)	~~8673 Summit Centre Way~~ 4181 Millenia Blvd	Orlando	~~32810-5908~~ 2839-6409	~~407/475-0522~~ 407-698-5550
FL	OPR	~~Holly Rivera~~ Fish, Michael Edward (Mick)	~~42804 Narcoossee Rd~~ 6350 S Semoran Blvd	Orlando	~~32832-6924~~ 2822-3205	~~407/233-4506~~ 407-816-0032
FL	OPR	~~Jed Vaughn~~ Guarisco, Rucco Anthony III (Rock)	~~633 N Alafaya Trl~~ 11709 Daryl Carter Parkway	Orlando	~~32828-7045~~ 2821	~~407/281-8897~~ 407-379-1661
FL	OPR	~~Joe Addeo~~ Guarisco, Rucco Anthony III (Rock)	~~9500 McKenna Dr~~ 13524 State Road 535	Orlando	~~32819-8868~~ 2821-6321	~~407/757-7001~~ 407-827-7032
FL	OPR	~~John Naylor~~ Johnson, Eric Stafford (Eric)	~~4200 Conroy~~ 4752 S Kirkman Rd Ste 245	Orlando	~~32839-2449~~ 2811-3643	~~407/226-9949~~ 407-295-9034
FL	OPR	Jose Segarra	11350 University Blvd	Orlando	32817-2107	407/737-0003
FL	OPR	~~Kayley~~ -Jones, Kayley Elaine (Kayley)	7333 W Sand Lake Rd	Orlando	32819-5263	~~407/370-9295~~ 407-370-9295
FL	OPR	~~Larry Smith~~ Lytle, Timothy James (Tim)	~~2885 S Orange Ave~~ 1500 Sand Lake Rd	Orlando	~~32806-5403~~ 2809-7081	~~407/423-4933~~ 407-910-1177
FL	OPR	~~Matt Beach~~ Lytle, Timothy James (Tim)	~~4181 Millenia Blvd~~ 13085 S Orange Blossom Trl	Orlando	~~32839-6409~~ 2837-6596	~~407/698-5550~~ 407-251-4612
FL	OPR	~~Mick Fish~~ Naylor, John Thomas (John)	~~6350 S Semoran Blvd~~ 4200 Conroy Rd Ste 245	Orlando	~~32822-3205~~ 2839-2449	~~407/816-0032~~ 407-226-9945
FL	OPR	~~Randy~~ -Parks, Randy John (Randy)	2448 E Colonial Dr	Orlando	32803-5027	~~407/896-0350~~ 407-896-0350
FL	OPR	~~Rick~~ -Rapson, Richard Charles III (Rick)	1800 Sand Lake Rd	Orlando	32809-7630	~~407/856-0106~~ 407-856-0106
FL	OPR	~~Reck Guariseo~~ Rivera, Olivette Carin (Holly)	~~11709 Daryl Carter Parkway~~ 12801 Narcoossee Rd	Orlando	~~32821-32832~~ 6924	~~407/379-1661~~ 407-233-4506
FL	OPR	~~Reck Guariseo~~ Segarra, Jose E. (Jose)	~~13448 State Road 535~~ 11350 University Blvd	Orlando	~~32821-6316~~ 2817-2107	~~407/827-7032~~ 407-737-0003
FL	OPR	~~Tim Lytle~~ Smith, Larry Daniel (Larry)	~~13085~~ 2885 S Orange Blossom Trl Ave	Orlando	~~32837-6596~~ 2806-5403	~~407/251-4612~~ 407-423-4933
FL	OPR	~~Tim Lytle~~ Vaughn, Jed Karey Jr. (Jed)	~~1500 Sand Lake Rd~~ 633 N Alafaya Trl	Orlando	~~32809-7081~~ 2828-7045	~~407/910-1177~~ 407-281-8897
FL	OPR	Yurchak, Frank Joseph (Frank)	8673 Summit Centre Way	Orlando	32810-5908	407-475-0522
FL	OPR	~~James~~ -Wood, James Paul (James)	1464 W Granada Blvd	Ormond Beach	32174-5919	~~386/673-6424~~ 386-673-6424
FL	OPR	~~Charlie~~ -Fish, Charles Thomas (Charlie)	32 E Mitchell Hammock Rd	Oviedo	32765-9783	~~407/365-7657~~ 407-365-7657
FL	OPR	~~Mark~~ -Nicholson, Bryan Mark (Mark)	5023 Highway 90	Pace	32571-1503	~~850/995-9456~~ 850-995-9456

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

FL	OPR	~~Scott~~ -Washburn, Brent Scott (Scott)	1130 Malabar Rd SE	Palm Bay	32907-3253	~~321/499-4630~~ 321-499-4630
FL	OPR	~~Brittany~~ -Ainsworth, Brittany Nicole (Brittany)	3101 Pga Blvd Ste L209	~~Palm Bay~~ Palm Gardens	~~33410-2816~~ 33410	~~561/624-0144~~ 561-624-0144
FL	OPR	~~Glen~~ -Efford, Glen Alan (Glen)	1000 Palm Coast Pkwy NW	Palm Coast	32137-4722	~~386/445-0399~~ 386-445-0399

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

FL	OPR	~~Dan~~ Metzger, <u>Daniel Charles (Dan)</u>	32800 US Highway 19 N	Palm Harbor	34684-5115	~~727/26-8545~~ <u>727-786-8545</u>
<u>FL</u>	<u>OPR</u>	<u>Adams, Donald W. (Donald)</u>	<u>900 W 23rd St</u>	<u>Panama City</u>	<u>32405-3927</u>	<u>850-481-1311</u>
FL	OPR	~~Don~~ -Adams, <u>Donald W. (Donald)</u>	2275 Martin Luther King Jr Blvd	Panama City	32405-5320	~~850/640-3760~~ <u>850-640-3760</u>
<u>FL</u>	<u>OPR</u>	<u>Don-Adams</u>	<u>900 W 23rd St</u>	<u>Panama City</u>	<u>32405-3927</u>	<u>850/481-1311</u>
FL	OPR	~~Walt~~ -Rose, <u>Walter J. Jr. (Walt)</u>	11428 Panama City Beach Pkwy	Panama City	32407-2453	~~850/234-9540~~ <u>850-234-9540</u>
FL	OPR	~~Walt~~ -Rose, <u>Walter J. Jr. (Walt)</u>	401 N Tyndall Pkwy	Panama City	32404-6126	~~850/872-1512~~ <u>850-872-1512</u>
<u>FL</u>	<u>OPR</u>	<u>Bieschke, Michelle Lowe (Michelle)</u>	<u>15901 Pines Blvd</u>	<u>Pembroke Pines</u>	<u>33027-1201</u>	<u>954-372-3363</u>
FL	OPR	<u>Copeland, Henley</u> Micah ~~Garrett~~ (Micah)	11401 Pines Blvd Ste 466 (Inside Mall) <u>Mal</u>	Pembroke Pines	33026-4105	~~954/895-4825~~ <u>954-895-4825</u>
FL	OPR	~~Nick~~ -Cristantiello, <u>Nicholas Joseph (Nick)</u>	12203 Pines Blvd (Outside Mall)	Pembroke Pines	33026-4119	~~954/392-9766~~ <u>954-392-9766</u>
FL	OPR	~~Doug~~ -Bizerra <u>Barnes, Robert Walter (Robert)</u>	~~5020 Bayou Blvd~~ <u>1757 E Nine Mile Rd</u>	Pensacola	~~32503-2504~~ <u>2514-5729</u>	~~850/484-5524~~ <u>850-484-4885</u>
FL	OPR	~~Kathy Worley~~ <u>Bizerra, Douglas Scott (Doug)</u>	~~5100 N 9th Ave Rm J-928~~ <u>5020 Bayou Blvd</u>	Pensacola	~~32504-8735~~ <u>2503-2504</u>	~~850/477-7979~~ <u>850-484-5521</u>
<u>FL</u>	<u>OPR</u>	<u>Robert Barnes</u>	<u>1757 E Nine Mile Rd</u>	<u>Pensacola</u>	<u>32514-5729</u>	<u>850/484-4885</u>
FL	OPR	~~Scott~~ -Fraser, <u>Scott Robert (Scott)</u>	510 N Navy Blvd	Pensacola	32507-2012	~~850/455-6100~~ <u>850-455-6100</u>
<u>FL</u>	<u>OPR</u>	<u>Worley, Kathleen Anderson (Kathy)</u>	<u>5100 N 9th Ave Rm J-928</u>	<u>Pensacola</u>	<u>32504-8735</u>	<u>850-477-7979</u>
FL	OPR	~~Gus~~ -Mir, <u>Gustavo Rafael (Gus)</u>	7020 ~~US~~ <u>Us</u> Highway 19 N	Pinellas Park	33781-4601	~~727/525-7174~~ <u>727-525-7171</u>
FL	OPR	~~Dawn~~ -Redmon, <u>Dawn Michelle (Dawn)</u>	1101 Goldfinch Dr	Plant City	33563-1082	~~813/704-4020~~ <u>813-704-4020</u>
FL	OPR	~~Jennifer~~ -Austin, <u>Christy Jennifer (Jennifer)</u>	8000 W Broward Blvd Ste 5005	Plantation	33388-0007	~~954/476-9425~~ <u>954-476-9425</u>
FL	OPR	~~Efraim~~ -Silva, <u>Efraim Antonio (Efraim)</u>	2250 N Federal Hwy	Pompano Beach	33062-1006	~~954/943-5855~~ <u>954-943-5855</u>
FL	OPR	~~Edward~~ -Leslie, <u>Edward Paul (Edward)</u>	1814 Tamiami Trl	Port Charlotte	33948-1043	~~941/766-6106~~ <u>941-766-6106</u>
FL	OPR	~~Shan~~ -Queen, <u>Shannon Carlis (Shan)</u>	1761 Dunlawton Ave	Port Orange	32127-4757	~~386/767-3377~~ <u>386-767-3377</u>
FL	OPR	~~Jimmy~~ -Cristantiello, <u>James Stephan Jr. (Jimmy)</u>	1611 NW St Lucie W Blvd	Port Saint Lucie	34986	~~772/204-2653~~
FL	OPR	~~Gabe~~ -Porrata, <u>Gabriel (Gabe)</u>	12810 Summerfield Crossing ~~Boulevard~~ <u>Blvd</u>	Riverview	~~33579~~ <u>33579-7217</u>	~~813/499-9933~~ <u>813-499-9933</u>
FL	OPR	~~Wayne~~ -Efford, <u>Wayne Roland (Wayne)</u>	~~1752 US Highway 1 S~~ <u>2244 State Road 16</u>	Saint Augustine	~~32084-6016~~ <u>2084-5878</u>	~~904/810-2204~~
FL	OPR	~~Wayne~~ -Efford, <u>Wayne Roland (Wayne)</u>	~~2244 State Road 16~~ <u>1752 Us Highway 1 S</u>	Saint Augustine	~~32084-5878~~ <u>2084-6016</u>	~~904/808-8519~~ <u>904-810-2201</u>
FL	OPR	~~Jason~~ -Whitfield, <u>Jason James (Jason)</u>	4360 13th St	Saint Cloud	34769-6723	~~407/891-6985~~ <u>407-891-6985</u>
<u>FL</u>	<u>OPR</u>	<u>Harris, Laurie Lee (Laurie)</u>	<u>2471 Tyrone Blvd N</u>	<u>Saint Petersburg</u>	<u>33710-3900</u>	<u>727-343-8645</u>
FL	OPR	~~David~~ -Neely, <u>David Lloyd (David)</u>	4241 4th St N	Saint Petersburg	33703-4724	~~727/502-9402~~ <u>727-502-9402</u>
FL	TMP	~~Drew Hart~~ <u>Hall, Carrie</u>	2257 Tyrone Sq	Saint Petersburg	33710-3950	~~727/381-2066~~ <u>727-381-2066</u>
<u>FL</u>	<u>OPR</u>	<u>Laurie Harris</u>	<u>2471 Tyrone Blvd N</u>	<u>Saint Petersburg</u>	<u>33710-3900</u>	<u>727/343-8645</u>
FL	OPR	~~Steve~~ -Carroll, <u>Stephen L. (Steve)</u>	4590 W State Road 46	Sanford	32771-9009	~~407/878-6385~~ <u>407-878-6385</u>
FL	OPR	~~James Young~~ <u>Mangrum, Tricia Lyn (Tricia)</u>	~~5330 Clark~~ <u>5384 Fruitville Rd</u>	Sarasota	~~34233-3227~~ <u>4232-6401</u>	~~941/926-1055~~ <u>941-203-5156</u>
FL	OPR	~~Rick~~ -Michaels, <u>Richard Lyle (Rick)</u>	8420 S Tamiami Trl	Sarasota	34238-2936	~~941/966-0024~~ <u>941-966-0024</u>
FL	OPR	~~Tricia Mangrum~~ <u>Young, James Ray Jr. (James)</u>	~~5384 Fruitville~~ <u>5330 Clark Rd</u>	Sarasota	~~34232-6401~~ <u>4233-3227</u>	~~941/203-5156~~ <u>941-926-1055</u>
FL	OPR	~~Gary~~ -Malanowski, <u>Gary Lee (Gary)</u>	10790 Park Blvd	Seminole	33772-5419	~~727/398-0777~~ <u>727-398-0777</u>
FL	~~OPR~~ <u>TM</u> <u>P</u>	~~Tony Menendez~~ <u>Fankhauser, Jamie</u>	4623 Gulf Blvd	St Pete Beach	33706-2405	~~727/367-7038~~ <u>727-367-7038</u>
FL	OPR	~~Nathan~~ -Buchanan, <u>Nathan Douglas (Nathan)</u>	2930 ~~SE~~ <u>Se</u> Federal Hwy	Stuart	34994-5740	~~772/223-5442~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~772/23-5442~~
FL	OPR	~~Alberto~~ -Eyzaguirre, <u>Alberto N. (Alberto)</u>	12600 W Sunrise Blvd	Sunrise	33323-2916	~~954/846-1870~~ <u>954-846-1870</u>
FL	~~TMPOP~~ <u>R</u>	~~Brooks-Merrill~~ <u>Elyea, Steven Lee (Steve)</u>	~~1500 Apalachee Pkwy Ste 1040~~ <u>3455 Bannerman Rd</u>	Tallahassee	~~32301-3053~~ <u>2312-7005</u>	~~850/878-1578~~ <u>850-668-0138</u>
FL	OPR	~~Steve~~ Elyea, <u>Steven Lee (Steve)</u>	3101 Capital Cir ~~NE~~ <u>Ne</u>	Tallahassee	32308-3705	~~850/531-0720~~ <u>850-531-0720</u>
~~FL~~	~~OPR~~	~~Steve Elyea~~	~~3455 Bannerman Rd~~	~~Tallahassee~~	~~32312~~	~~850/668-0138~~
FL	OPR	~~Terrial~~ -Lamm, <u>Terrial Dean (Terrial)</u>	299 S Magnolia Dr	Tallahassee	32301-2923	~~850/878-7095~~ <u>850-878-7095</u>
FL	OPR	~~Terry~~ -Widener, <u>Terry William (Terry)</u>	1650 W Tennessee St	Tallahassee	32304-3435	~~850/262-8409~~ <u>850-262-8409</u>
~~FL~~	~~OPR~~	~~Widener, Terry William (Terry)~~	~~2136 N Monroe St~~	~~Tallahassee~~	~~32303-4730~~	~~850-385-0599~~
FL	OPR	~~Terry~~ -Widener, <u>Terry William (Terry)</u>	1775 W Tennessee St	Tallahassee	32304-3436	~~850/224-2112~~ <u>850-224-2112</u>
FL	~~OPR~~ <u>TM</u> <u>P</u>	~~Terry-Widener~~ <u>Taylor, DeShawn</u>	~~2136 N Monroe St~~ <u>1500 Apalachee Pkwy Ste 1040</u>	Tallahassee	~~32303-4730~~ <u>2301-3053</u>	~~850/385-0599~~ <u>850-878-1578</u>
FL	OPR	~~Javier~~ -Laguna, <u>Javier Antonio (Javier)</u>	8190 W Commercial Blvd	Tamarac	33351-4328	~~954/741-9395~~ <u>954-741-9395</u>
~~FL~~	~~OPR~~	~~Art Grossman~~	~~2223 N West Shore Blvd Ste FC202~~	~~Tampa~~	~~33607-7222~~	~~813/354-8100~~
FL	OPR	~~Art Grossman~~ <u>Brito, Carlos Antonio (Carlos)</u>	~~609 S~~ <u>2551 N</u> Dale Mabry Hwy	Tampa	~~33609-3948~~ <u>3607-2408</u>	~~813/873-1938~~ <u>813-450-1832</u>
FL	OPR	~~Bob~~ Clifton, <u>Robert H. (Bob)</u>	3019 Cove Bend Dr	Tampa	33613-2730	~~813/866-7766~~ <u>813-866-7766</u>
FL	OPR	~~Carlos Brito~~ <u>Dittman, Jason Trevor (Jason)</u>	~~2551 N Dale Mabry Hwy~~ <u>8465 W Hillsborough Ave</u>	Tampa	~~33607-2408~~ <u>3615-3807</u>	~~813/450-1832~~ <u>813-838-6892</u>
~~FL~~	~~OPR~~	~~Denis Spradlin~~	~~2811 E Fowler Ave~~	~~Tampa~~	~~33612-6210~~	~~813/631-5110~~
~~FL~~	~~OPR~~	~~Denis Spradlin~~	~~3605 E Bougainvillea Ave~~	~~Tampa~~	~~33612-6433~~	
~~FL~~	~~OPR~~	~~Dustin LaChance~~	~~3678 W Gandy Blvd~~	~~Tampa~~	~~33611-2608~~	~~813/831-4203~~
~~FL~~	~~OPR~~	~~Jason Dittman~~	~~6299 W Waters Ave~~	~~Tampa~~	~~33634-1100~~	~~813/880-0808~~
FL	OPR	~~Jason~~ -Dittman, <u>Jason Trevor (Jason)</u>	8019 Citrus Park Town Center Mall	Tampa	33625-3180	~~813/926-4888~~ <u>813-926-4888</u>
FL	OPR	~~Jason~~ -Dittman, <u>Jason Trevor (Jason)</u>	~~8465~~ <u>6299 W Hillsborough</u> <u>Waters</u> Ave	Tampa	~~33615-3807~~ <u>3634-1100</u>	~~813/838-6892~~ <u>813-880-0808</u>
FL	OPR	~~Jim~~ -Gibson, <u>James Carson III (Jim)</u>	17513 Bruce B Downs Blvd	Tampa	33647-3211	~~813/977-2659~~ <u>813-977-2659</u>
~~FL~~	~~OPR~~	~~Grossman, Arthur E. (Art)~~	~~2223 N West Shore Blvd Ste Fc202~~	~~Tampa~~	~~33607-7222~~	~~813-354-8100~~
~~FL~~	~~OPR~~	~~Grossman, Arthur E. (Art)~~	~~609 S Dale Mabry Hwy~~	~~Tampa~~	~~33609-3948~~	~~813-873-1938~~
~~FL~~	~~OPR~~	~~LaChance, Dustin Edward (Dustin)~~	~~3678 W Gandy Blvd~~	~~Tampa~~	~~33611-2608~~	~~813-831-4203~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

FL	~~TMPOP~~ <u>R</u>	~~Joseph Oakley~~ <u>McBaen, Courtney Lynn (Courtney)</u>	241 Westshore Plz # A	Tampa	33609-1810	~~813/291-0615~~ <u>813-291-0615</u>
~~FL~~	~~OPR~~	~~Spradlin, Haskell Denis (Denis)~~	~~2811 E Fowler Ave~~	~~Tampa~~	~~33612-6210~~	~~813-631-5110~~
~~FL~~	~~OPR~~	~~Spradlin, Haskell Denis (Denis)~~	~~3605 E Bougainvillea Ave~~	~~Tampa~~	~~33612-6433~~	
FL	OPR	~~Denis~~ Spradlin, <u>Haskell Denis (Denis)</u>	5302 E Fowler Ave	Temple Terrace	33617-2222	~~813/914-0295~~ <u>813-914-0295</u>
FL	OPR	~~Brian~~ -Mathes, <u>Brian Andrew (Brian)</u>	730 N ~~US~~ <u>Us</u> Highway 441	The Villages	32159-3194	~~352/430-0223~~ <u>352-430-0223</u>
FL	OPR	~~Brenda~~ -Stryjewski, <u>Brenda Kelly (Brenda)</u>	9040 State Road 54	Trinity	34655-1812	~~727/834-8880~~ <u>727-834-8880</u>
FL	OPR	~~Travis~~ -Biggs, <u>Travis H. (Travis)</u>	5489 University Pkwy	University Park	34201-2012	~~941/263-3341~~ <u>941-263-3341</u>
FL	OPR	~~Paul~~ -Holmberg, <u>Paul W. (Paul)</u>	2010 Bloomingdale Ave	Valrico	33596-6113	~~813/571-0569~~ <u>813-571-0569</u>
FL	OPR	~~Michael~~ -Kelley, <u>Michael Joseph (Michael)</u>	6020 Elon Ln	Vero Beach	32966-1007	~~772/567-0222~~ <u>772-567-0222</u>
FL	OPR	~~Rob~~ -Rabenecker, <u>Robert Edward Jr. (Rob)</u>	10300 Forest Hill Blvd Ste FC108	Wellington	33414-3132	~~561/333-4242~~ <u>561-333-4242</u>
FL	OPR	~~Jim~~ -Larreau, <u>James F. (Jim)</u>	28295 State Road 54	Wesley Chapel	33543-3225	~~813/402-4090~~ <u>813-402-4090</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

FL	OPR	~~Scott~~ Washburn, <u>Brent Scott (Scott)</u>	835 Palm Bay Rd	West Melbourne	~~3294-21284~~ <u>1172</u>	~~727-723-7140~~ <u>321-733-7110</u>
FL	OPR	~~Rob~~ Morris, <u>Robert Russell (Rob)</u>	2070 Palm Beach Lakes Blvd	~~West Palm Beach~~ <u>Beach Rd</u>	~~33409-6502~~ <u>33409-6502</u>	~~561/640-4144~~ <u>561-640-4144</u>
FL	OPR	~~Rob~~ Morris, <u>Robert Russell (Rob)</u>	6060 Okeechobee Blvd	~~West Palm Beach~~ <u>Beach Rd</u>	~~33417-4326~~ <u>33417-4326</u>	~~561/242-9172~~ <u>561-242-9172</u>
FL	OPR	~~Rob~~ Rabenecker, <u>Robert Edward Jr. (Rob)</u>	206 S State Road 7	~~West Palm Beach~~ <u>Beach Rd</u>	~~33414-4337~~ <u>33414-4337</u>	~~561/721-8650~~ <u>561-721-8650</u>
FL	OPR	~~Sidge~~ Boast, <u>Marshall Sidgmore (Sidge)</u>	3166 Daniels Rd	Winter Garden	34787-7017	~~407/656-0724~~ <u>407-656-0721</u>
FL	OPR	~~Caleb Easton~~ Florence, Ronald Allen (Ron)	~~143 Landings Blvd~~ <u>15899 New Independence Pky</u>	Winter Haven	~~33880-38483~~ <u>4787</u>	~~863/299-2697~~ <u>407-347-6061</u>
FL	OPR	~~Bob Kyle~~ Easton, Caleb Stephen (Caleb)	~~3391 University~~ <u>143 Landings Blvd</u>	Winter Park	~~32792-74283~~ <u>3880-3848</u>	~~407/673-9664~~ <u>863-299-2697</u>
FL	~~TMP~~ <u>OPR</u>	~~Carolina~~ Devine, <u>Carolina Janina (Carolina)</u>	700 S Orlando Ave	Winter Park	32789-4845	~~407/622-2445~~ <u>407-622-2445</u>
<u>FL</u>	<u>OPR</u>	<u>Kyle, Robert Hendley (Bob)</u>	<u>3391 University Blvd</u>	<u>Winter Park</u>	<u>32792-7428</u>	<u>407-673-9661</u>
FL	OPR	~~Bob~~ Kyle, <u>Robert Hendley (Bob)</u>	1454 Tuskawilla Rd	Winter Springs	32708-5201	~~407/696-8333~~ <u>407-696-8333</u>
FL	OPR	~~Lita~~ Fannin, <u>Lita Sullivan (Lita)</u>	464004 State Road 200	Yulee	32097-6339	~~904/491-5552~~ <u>904-491-5552</u>
FL	OPR	~~Scott~~ Amole, <u>Scott David (Scott)</u>	7490 Gall Blvd	Zephyrhills	33541-4310	~~813/702-1222~~ <u>813-702-1222</u>
<u>GA</u>	<u>OPR</u>	<u>Duncan, Richard Lee (Andy)</u>	<u>3295 Cobb Pkwy Nw</u>	<u>Acworth</u>	<u>30101-3938</u>	<u>770-966-8918</u>
GA	OPR	~~Andy~~ Duncan, <u>Richard Lee (Andy)</u>	1790 Mars Hill Rd ~~NW~~	Acworth	30101-8091	~~770/514-9850~~ <u>770-514-9850</u>
GA	OPR	~~Andy~~ Duncan <u>Wari, Khalil J. (K. J.)</u>	~~3295 Cobb Pkwy NW~~ <u>2609 Dawson Rd</u>	~~Aeworth~~ <u>Albany</u>	~~30101-39383~~ <u>1707-1608</u>	~~770/966-8918~~ <u>229-889-1166</u>
GA	OPR	~~K. J. Wari~~ Brookshire, John Randall (Randall)	~~2609 Dawson Rd~~ <u>8475 Holcomb Bridge</u>	~~Albany~~ <u>Alpharetta</u>	~~31707-16083~~ <u>0022-5318</u>	~~229/889-1166~~ <u>770-640-8280</u>
GA	OPR	~~Colby~~ Cameron, <u>Stephen Colby (Colby)</u>	5180 Windward Pkwy	Alpharetta	30004-3841	~~770/410-3533~~ <u>770-410-3533</u>
<u>GA</u>	<u>OPR</u>	<u>David Thornsberry</u>	<u>2180 N Point Cir</u>	<u>Alpharetta</u>	<u>30022-6587</u>	<u>770/410-9393</u>
<u>GA</u>	<u>OPR</u>	<u>David Thornsberry</u>	<u>6085 N Point Pkwy</u>	<u>Alpharetta</u>	<u>30022-4888</u>	<u>770/667-8080</u>
GA	OPR	~~John~~ Crays, <u>John Ryan (John)</u>	2720 Old Milton Pkwy	Alpharetta	~~30009-30009~~ <u>2218</u>	~~678/266-6212~~ <u>678-266-6212</u>
GA	OPR	~~John~~ Moraitakis, <u>John George (John)</u>	4285 State Bridge Rd	Alpharetta	30022-4449	~~770/521-2132~~ <u>770-521-2132</u>
GA	OPR	~~Randall Brookshire~~ Thornsberry, Clyde David (David)	~~8475 Holcomb Bridge Rd~~ <u>2180 N Point Cir</u>	Alpharetta	~~30022-53183~~ <u>0022-6587</u>	~~770/640-8280~~ <u>770-410-9393</u>
<u>GA</u>	<u>OPR</u>	<u>Thornsberry, Clyde David (David)</u>	<u>6085 N Point Pkwy</u>	<u>Alpharetta</u>	<u>30022-4888</u>	<u>770-667-8080</u>
GA	OPR	~~Meri~~ Beth McNeill, <u>Meredith Davis (Meri Beth)</u>	736 E Forsyth St	Americus	31709-3736	~~229/389-2775~~ <u>229-389-2775</u>
GA	OPR	~~Alex~~ Clark, <u>William Alexander (Alex)</u>	3637 Atlanta Hwy	Athens	30606-3150	~~706/369-1806~~ <u>706-369-1806</u>
GA	OPR	~~John~~ Collette, <u>John Martin (John)</u>	1870 Epps Bridge Pkwy	Athens	30606-6146	~~706/369-9500~~ <u>706-369-9500</u>
GA	OPR	~~Shane~~ Todd, <u>Shane Lomax (Shane)</u>	101 College Ave	Athens	30601-2804	~~706/546-1009~~ <u>706-546-1009</u>
<u>GA</u>	<u>OPR</u>	<u>Todd, Shane Lomax (Shane)</u>	<u>280 E Campus Rd</u>	<u>Athens</u>	<u>30602-0001</u>	<u>706-215-5924</u>
GA	OPR	~~Shane~~ Todd, <u>Shane Lomax (Shane)</u>	1870 Barnett Shoals Rd	Athens	30605-3011	~~706/549-0111~~ <u>706-549-0111</u>
GA	OPR	~~Shane~~ Todd, <u>Shane Lomax (Shane)</u>	196 Alps Rd	Athens	30606-4085	~~706/613-7115~~ <u>706-613-7115</u>
<u>GA</u>	<u>OPR</u>	<u>Shane Todd</u>	<u>280 E Campus Rd</u>	<u>Athens</u>	<u>30602-0001</u>	<u>706/215-5924</u>
<u>GA</u>	<u>OPR</u>	<u>Alex Rodriguez</u>	<u>4350 Ashford Dunwoody Rd NE</u>	<u>Atlanta</u>	<u>30346-1504</u>	<u>770/351-6915</u>
<u>GA</u>	<u>OPR</u>	<u>Ben Rhodes</u>	<u>8433 Roswell Rd</u>	<u>Atlanta</u>	<u>30350-2834</u>	<u>770/642-6575</u>
GA	OPR	~~Bryan~~ Auton, <u>Christopher Bryan (Bryan)</u>	1901 Peachtree Rd NE	Atlanta	30309-1230	~~404/355-2004~~ <u>470-668-0887</u>
GA	OPR	~~Chris Darley~~ Bailey, Lawson Christopher (Lawson)	~~441 Martin Luther King Jr Dr NW~~ <u>5925 Roswell Rd Ste C</u>	Atlanta	~~30313-15293~~ <u>0328-4915</u>	~~404-847-0488~~
GA	OPR	~~Gory~~ Wyatt Bilotti, Jason Phillip (Jason)	~~3280 Peachtree Rd NE Ste 105~~ <u>3419 Northside Pkwy Nw</u>	Atlanta	~~30305-24633~~ <u>0327-2311</u>	~~404/816-3113~~ <u>404-261-9166</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

GA	OPR	~~Danny Goebbel~~ <u>Bilotti, Jason Phillip (Jason)</u>	~~2485 Cumberland Pkwy SE~~ <u>Cumberland Pkwy SE</u>	Atlanta	~~30339-6132~~ <u>30339-6132</u>	~~770-444-9376~~ <u>770-444-9376</u>
GA	OPR	~~Gary Branch~~ <u>Gary Worthington (Gary)</u>	225 Peachtree St NE # B-40	Atlanta	30303-1701	~~404/577-4194~~ <u>404-577-4194</u>
GA	OPR	~~Gary Branch~~ <u>Gary Worthington (Gary)</u>	725 W Peachtree St NE	Atlanta	30308-1137	~~404/610-9965~~ <u>404-610-9965</u>
GA	OPR	~~Greg Mapoles~~ <u>Darley, Christopher Glenn (Chris)</u>	~~2340 N Druid Hills Rd NE~~ <u>441 Martin Luther King Jr Dr NW</u>	Atlanta	~~30329-31053~~ <u>30313-1529</u>	~~404/634-4953~~ <u>404/634-4953</u>
GA	OPR	~~Jamerian Myles~~ <u>Diamond, John Lloyd (John)</u>	~~401 Bill Kennedy Way SE~~ <u>350 Ferst Dr NW</u>	Atlanta	~~30316-68463~~ <u>30332-0001</u>	~~404/622-0203~~ <u>470-300-9169</u>
GA	OPR	~~Jason Bilotti~~ <u>Diamond, John Lloyd (John)</u>	~~2485 Cumberland Pkwy SE~~ <u>1942 Howell Mill Rd NW</u>	Atlanta	~~30339-61323~~ <u>30318-2519</u>	~~770/444-9376~~ <u>404-351-8050</u>
GA	OPR	~~Jason Bilotti~~ <u>Diamond, John Lloyd (John)</u>	~~3419 1100 Northside Pkwy Dr~~ <u>NW</u>	Atlanta	~~30327-23113~~ <u>30318-5417</u>	~~404/261-9166~~ <u>404-249-2491</u>
GA	OPR	~~Jerry Goebeler~~ <u>Gerard Francis Jr. (Jerry)</u>	4285 Roswell Rd NE	Atlanta	30342-3766	~~404/303-9275~~ <u>404-303-9275</u>
GA	OPR	~~John Diamond~~ <u>Houston, Isaac Theodore (Isaac)</u>	~~4100 Northside Dr NW~~ <u>3393 Peachtree Rd NE</u>	Atlanta	~~30318-54173~~ <u>30326-1162</u>	~~404/249-2491~~ <u>404-665-5566</u>
GA	OPR	~~John Diamond~~ <u>Mapoles, W. Gregory (Greg)</u>	~~1942 Howell Mill Rd NW~~ <u>2340 N Druid Hills Rd NE</u>	Atlanta	~~30318-25193~~ <u>30329-3105</u>	~~404/351-8050~~ <u>404-634-4953</u>
GA	OPR	~~John Diamond~~	~~350 Ferst Dr NW~~	Atlanta	~~30332-0001~~	
GA	OPR	~~Lawson Bailey~~	~~5925 Roswell Rd Ste C~~	Atlanta	~~30328-4915~~	~~404/847-0488~~
GA	TMP	~~Mariesha Pugh~~	~~4400 Ashford Dunwoody Rd Ne~~	Atlanta	~~30346-1518~~	~~770/394-3189~~
GA	OPR	~~Marshall McCabe~~ <u>Robert Marshall (Marshall)</u>	2860 Cumberland Mall SE Ste 1324	Atlanta	30339-6429	~~770/435-2777~~ <u>770-435-2777</u>
GA	OPR	~~Marshall McCabe~~ <u>Robert Marshall (Marshall)</u>	2975 Cobb Pkwy SE	Atlanta	30339-3148	~~770/612-0930~~ <u>770-612-0930</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

GA	OPR	~~Marshall McCabe~~ <u>Robert Marshall (Marshall)</u>	755 Battery Ave SE	Atlanta	30339-3017	
GA	~~TMP~~ <u>OPR</u>	~~Matthew Carpenter~~ <u>Myles, Jamerian Calvonta (Jamerian)</u>	~~3393 Peachtree Rd~~ <u>689 Boulevard NE</u>	Atlanta	~~30326-11623~~ <u>30308</u>	~~404/869-8895~~ <u>404-800-5600</u>
GA	OPR	~~Melissa Winkfield~~ <u>Myles, Jamerian Calvonta (Jamerian)</u>	~~3410 Camp Creek Pkwy~~ <u>401 Bill Kennedy Way SE</u>	Atlanta	~~30344-57103~~ <u>30316-6846</u>	~~404/494-9320~~ <u>404-622-0203</u>
GA	~~TMP~~ <u>OPR</u>	~~Neal Rodgers~~ <u>Rhodes, Benjamin Adam (Ben)</u>	~~1 Cnn Ctr NW Ste 224~~ <u>8433 Roswell Rd</u>	Atlanta	~~30303-27623~~ <u>30350-2834</u>	~~404/859-4449~~ <u>770-642-6575</u>
GA	<u>OPR</u>	<u>Rodriguez, Alexander (Alex)</u>	<u>4350 Ashford Dunwoody Rd NE</u>	<u>Atlanta</u>	<u>30346-1504</u>	<u>770-351-6915</u>
GA	OPR	~~Quincy Springs~~ <u>Quincy Lewis Alexander IV (Quincy)</u>	875 Martin Luther King Jr Dr NW	Atlanta	30314-3643	~~404/730-0199~~ <u>404-730-0199</u>
GA	~~TMP~~ <u>OPR</u>	~~Rebecca Parker~~ <u>Taylor, Reginald Dale (Reggie)</u>	~~2841 Greenbriar Pkwy SW~~ <u>2580 Piedmont Rd NE</u>	Atlanta	~~30331-26203~~ <u>30324-3007</u>	~~404/344-1754~~ <u>404-264-1992</u>
GA	OPR	~~Reggie Taylor~~ <u>Winkfield, Melissa Helton (Melissa)</u>	~~2580 Piedmont Rd NE~~ <u>3410 Camp Creek Pkwy</u>	Atlanta	~~30324-30073~~ <u>30344-5710</u>	~~404/264-1992~~ <u>404-494-9320</u>
GA	OPR	~~Rory Woodfaulk~~ <u>Rory Vaughn (Rory)</u>	3725 Cascade Rd SW	Atlanta	30331-2111	~~404/696-3300~~ <u>404-696-3300</u>
GA	<u>OPR</u>	<u>Wyatt, Cory Taylor (Cory)</u>	<u>3280 Peachtree Rd Ne Ste 105</u>	<u>Atlanta</u>	<u>30305-2463</u>	<u>404-816-3113</u>
GA	<u>TMP</u>	<u>Duncan, Michael</u>	<u>4400 Ashford Dunwoody Rd Ne</u>	<u>Atlanta</u>	<u>30346-1518</u>	<u>770-394-3189</u>
GA	TMP	~~Tye White~~ <u>Gibson, Ridge</u>	256 Marietta St NW	Atlanta	30313-1602	~~404/549-7993~~ <u>404-549-7993</u>
GA	<u>TMP</u>	<u>Jackson, Collier</u>	<u>1175 Peachtree St NE</u>	<u>Atlanta</u>	<u>30361-3528</u>	<u>404-685-3636</u>
GA	<u>TMP</u>	<u>Sosebee, Brandon</u>	<u>1 Cnn Ctr Nw Ste 224</u>	<u>Atlanta</u>	<u>30303-2762</u>	<u>404-659-4449</u>
GA	<u>OPR</u>	<u>Edwards, Adam Lee (Adam)</u>	<u>1446 Harper St</u>	<u>Augusta</u>	<u>30912-0012</u>	<u>706-723-7575</u>
GA	OPR	~~Adam Edwards~~ <u>Adam Lee (Adam)</u>	3450 Wrightsboro Rd	Augusta	30909-2516	~~706/733-7541~~ <u>706-733-7541</u>
GA	<u>OPR</u>	<u>Hanna, Kenneth James (Kenny)</u>	<u>202 Robert C Daniel Jr Pkwy</u>	<u>Augusta</u>	<u>30909-0802</u>	<u>706-738-9163</u>
GA	OPR	~~John Hughes~~ <u>Richard John Jr. (John)</u>	3130 Peach Orchard Rd	Augusta	30906-3513	~~706/792-6261~~ <u>706-792-6261</u>
GA	OPR	~~John Powell~~ <u>John W. Jr. (John)</u>	3066 Washington Rd	Augusta	30907-3831	~~706/860-7140~~ <u>706-860-7140</u>
GA	<u>OPR</u>	<u>Kenny Hanna</u>	<u>202 Robert C Daniel Jr Pkwy</u>	<u>Augusta</u>	<u>30909-0802</u>	<u>706/738-9163</u>
GA	OPR	~~Jonathan Hollis~~ <u>Jonathan Wesley (Jonathan)</u>	3951 Austell Rd	Austell	30106-1107	~~470/523-8388~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~770-23-8388~~
GA	OPR	~~Kolby~~ -Shepherd, <u>Kolby Frank (Kolby)</u>	1451 Tallahassee Hwy	Bainbridge	39819-7705	~~229/246-0458~~ <u>229-246-0458</u>
<u>GA</u>	<u>OPR</u>	<u>Owens, John Christian (Chris)</u>	<u>97 Shephard Lane</u>	<u>Bethlehem</u>	<u>30620</u>	<u>770-868-0245</u>
GA	OPR	~~Daniel~~ -Liberatore, <u>Daniel Anthony (Daniel)</u>	152 Highway 515 E	Blairsville	30512-8506	~~706/745-0515~~ <u>706-745-0515</u>
GA	OPR	~~Pat~~ -Braski, <u>Patrick Joseph (Pat)</u>	790 Highway 96	Bonaire	31005-3300	~~478/987-2140~~ <u>478-987-2140</u>
GA	OPR	~~Brandon~~ -LaMarque, <u>Joseph Brandon (Brandon)</u>	2600 Old Winder Hwy	Braselton	30517-6103	~~770/967-0053~~ <u>770-967-0053</u>
GA	OPR	~~Josh~~ -Prichard, <u>Joshua William (Josh)</u>	89 US Highway 27 Byp	Bremen	30110-1900	~~770/537-8744~~ <u>770-537-8744</u>
<u>GA</u>	<u>OPR</u>	<u>Goebeler, Gerard Francis Jr. (Jerry)</u>	<u>4046 Peachtree Rd NE</u>	<u>Brookhaven</u>	<u>30319-3006</u>	<u>404-239-3022</u>
GA	OPR	~~Sara~~ -Black, <u>Sara Hendrix (Sara)</u>	70 Golden Isles Plz	Brunswick	31520-1935	~~912/466-9911~~ <u>912-466-9911</u>
GA	OPR	~~Bob~~ -Garrett, <u>Robert Lindsey (Bob)</u>	2635 Hamilton Mill Rd	Buford	30519-4106	~~678/482-6480~~ <u>678-482-6480</u>
GA	~~TMP~~ <u>OPR</u>	~~James Hickman Jr.~~ <u>Jones, Elizabeth Joyce (Joyce)</u>	3333 Buford Dr Spc No1071	Buford	30519-4913	~~678/482-6787~~ <u>678-482-6787</u>
GA	OPR	~~Steve~~ -Warnstrom, <u>Steven J. (Steve)</u>	3235 Buford Dr	Buford	30519-4937	~~678/482-4448~~ <u>678-482-4448</u>
GA	OPR	~~Steven~~ -Franklin, <u>Steven Randall (Steven)</u>	402 GA Highway 49 N	Byron	31008-4011	~~478/956-9755~~ <u>478-956-9755</u>
GA	OPR	~~Jonathan~~ -Purser, <u>Jonathan David (Jonathan)</u>	495 Highway 53 E	Calhoun	30701-3058	~~706/624-1890~~ <u>706-624-1890</u>
GA	OPR	~~Kevin~~ -Williams, <u>Kevin Mark (Kevin)</u>	~~1459 Riverstone Pkwy~~ <u>6114 Hickory Flat Hwy</u>	Canton	~~30114-56123~~ <u>0115-7252</u>	~~770/479-7146~~ <u>678-493-0091</u>
GA	OPR	~~Kevin~~ -Williams, <u>Kevin Mark (Kevin)</u>	~~2048 Cumming Hwy~~ <u>1459 Riverstone Pkwy</u>	Canton	~~30114-80713~~ <u>0114-5612</u>	~~770/479-0802~~ <u>770-479-7146</u>
GA	OPR	~~Kevin~~ -Williams, <u>Kevin Mark (Kevin)</u>	~~6114 Hickory Flat~~ <u>2048 Cumming Hwy</u>	Canton	~~30115-72523~~ <u>0115-8071</u>	~~678/493-0091~~ <u>770-479-0802</u>
GA	OPR	~~David~~ -Daniels, <u>Christopher David (David)</u>	1156 Bankhead Hwy	Carrollton	30116-8501	~~770/830-9547~~ <u>770-830-9547</u>
GA	OPR	~~David~~ -Daniels, <u>Christopher David (David)</u>	1316 S Park St	Carrollton	30117-4410	~~770/832-8538~~ <u>770-832-8538</u>
<u>GA</u>	<u>OPR</u>	<u>Jordan, Glenn M. (Glenn)</u>	<u>94 Old Allatoona Rd SE</u>	<u>Cartersville</u>	<u>30121-7015</u>	<u>770-386-1208</u>
GA	OPR	~~Glenn~~ -Jordan, <u>Glenn M. (Glenn)</u>	115 Cherokee Pl	Cartersville	30121-2966	~~770/382-2005~~ <u>770-382-2005</u>
GA	OPR	~~Glenn Jordan~~ <u>Brannon, Kristen Melissa (Kristen)</u>	~~94 Old Allatoona Rd SE~~ <u>1610 Rome Hwy</u>	~~Cartersville~~ <u>Cedar town</u>	~~30121-70153~~ <u>0125-4421</u>	~~770/386-1208~~ <u>470-296-2266</u>
GA	OPR	~~Theresa~~ -Wilson, <u>Theresa A. (Theresa)</u>	5450 Peachtree Industrial Blvd	Chamblee	30341	~~770/457-1679~~ <u>770-457-1679</u>
GA	OPR	~~Jay~~ -Couey, <u>James Stanley Jr. (Jay)</u>	151 Highway 441 N	Clayton	30525-4260	~~706/212-0022~~ <u>706-212-0022</u>
GA	OPR	~~Chris~~ -Liberatore, <u>Christopher Bryant (Chris)</u>	25 W Underwood St	Cleveland	30528-1353	~~706/865-1738~~ <u>706-865-1738</u>
<u>GA</u>	<u>OPR</u>	<u>Kalish, Todd Erik Sr. (Todd)</u>	<u>1600 Bradley Park Dr</u>	<u>Columbus</u>	<u>31904-3002</u>	<u>706-660-8914</u>
<u>GA</u>	<u>OPR</u>	<u>Kalish, Todd Erik Sr. (Todd)</u>	<u>5520 Whittlesey Blvd</u>	<u>Columbus</u>	<u>31909-7210</u>	<u>706-653-5143</u>
GA	OPR	~~Alex~~ -Vann, <u>Alexander Franklin (Alex)</u>	2421 Wynnton Rd	Columbus	31906-2534	~~706/321-5880~~ <u>706-321-5880</u>
GA	OPR	~~Alex~~ -Vann, <u>Alexander Franklin (Alex)</u>	2730 Manchester Expy	Columbus	31904-5293	~~706/324-1011~~ <u>706-223-3115</u>
GA	TMP	~~Michael Duncan~~ <u>Daniel, Mitchell</u>	3131 Manchester Expy Ste F7	Columbus	31909-6471	~~706/327-9696~~ <u>706-327-9696</u>
<u>GA</u>	<u>OPR</u>	<u>Todd Kalish</u>	<u>1600 Bradley Park Dr</u>	<u>Columbus</u>	<u>31904-3002</u>	<u>706/660-8914</u>
<u>GA</u>	<u>OPR</u>	<u>Todd Kalish</u>	<u>5520 Whittlesey Blvd</u>	<u>Columbus</u>	<u>31909-7210</u>	<u>706/653-5143</u>
GA	OPR	~~Margaret Phillips~~ <u>West, Sammie Lee (Sam)</u>	30563 Highway 441 S	Commerce	30529-6366	~~706/423-9810~~ <u>706-423-9810</u>
GA	OPR	~~Ben~~ -Hardy, <u>Benton Kelly (Ben)</u>	1536 Highway 138 SE	Conyers	30013-1277	~~470/207-9869~~ <u>470-207-9869</u>
GA	OPR	~~Carter~~ -Brackett, <u>Carter Daniel (Carter)</u>	1711 E 16th Ave	Cordele	31015-5308	~~229/273-4300~~ <u>229-273-4300</u>
GA	OPR	~~Chris~~ -Wright, <u>Christopher Todd (Chris)</u>	330 Furniture Plaza Dr	Cornelia	30531-5460	~~706/776-0090~~ <u>706-776-0090</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

GA	OPR	~~Chris~~ Giella, <u>Christopher Michael (Chris)</u>	~~4102 Highway 278 NW~~ Center Drive	Covington	~~30014-2112~~ 0014	~~770/787-0400~~ 678-695-6577
CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23						
GA	OPR	~~Chris~~ Giella, <u>Christopher Michael (Chris)</u>	4102 Highway 278 NW	Covington	30014-2112	~~770/787-0400~~ 770-787-0400
<u>GA</u>	<u>OPR</u>	<u>Hardy, Benton Kelly (Ben)</u>	<u>12920 Brown Bridge Rd</u>	<u>Covington</u>	<u>30016-2962</u>	<u>678-342-0807</u>
GA	OPR	~~Gene~~ Reeves, <u>David Eugene (Gene)</u>	430 Peachtree Pkwy	Cumming	30041-6818	~~770/889-1544~~ 770-889-1511
GA	~~OPR~~ TMP P	~~Mike~~ Ridzon <u>Carpenter, Matthew</u>	725 Atlanta Hwy	Cumming	30040-2705	~~770/781-5256~~ 770-545-6228
GA	OPR	~~Bob~~ Garrett, <u>Robert Lindsey (Bob)</u>	545 Dacula Rd	Dacula	30019-2125	~~678/377-7777~~ 678-377-7777
GA	OPR	~~Tony~~ Kellar, <u>Tony Davis (Tony)</u>	488 Morrison Moore Pkwy E	Dahlonega	30533-1426	~~706/864-6600~~ 706-864-6600
GA	OPR	~~Kurt~~ Davis, <u>Kurt Ray (Kurt)</u>	300 Charlie Watts Dr	Dallas	30157-4904	~~770/445-7743~~ 770-445-7713
<u>GA</u>	<u>OPR</u>	<u>Brett Lewis</u>	<u>816 Walnut Square Blvd Ste 59</u>	<u>Dalton</u>	<u>30721-4798</u>	<u>706/226-1009</u>
GA	OPR	~~Isaac~~ Holbert, <u>Isaac Heath (Isaac)</u>	1275 N Glenwood Ave	Dalton	30721-2603	~~706/529-9114~~ 706-529-9114
GA	OPR	~~Isaac~~ Holbert, <u>Isaac Heath (Isaac)</u>	1429 W Walnut Ave	Dalton	~~30720-3832~~ 30720-3832	~~706/275-0355~~ 706-275-0355
<u>GA</u>	<u>OPR</u>	<u>Lewis, Dustin Brett (Brett)</u>	<u>816 Walnut Square Blvd Ste 59</u>	<u>Dalton</u>	<u>30721-4798</u>	<u>706-226-1009</u>
GA	OPR	~~Tony~~ Kellar, <u>Tony Davis (Tony)</u>	231 Power Center Dr	Dawsonville	30534-9405	~~706/265-4997~~ 706-265-4997
GA	OPR	~~Joe~~ Engert, <u>Joseph Michael (Joe)</u>	105 E Trinity Pl	Decatur	30030-3303	~~404/371-1466~~ 404-371-1466
GA	OPR	~~Keith~~ Shelton <u>Johnson, Rodney Allan (Rodney)</u>	~~3905 N Druid Hills Rd~~ <u>650 Decatur Village Way</u>	Decatur	~~30033-3104~~ <u>30033-5552</u>	~~404/836-8494~~ 404-800-5211
GA	OPR	~~Rodney~~ Johnson <u>Shelton, Keith Wayne (Keith)</u>	~~650 Decatur Village Way~~ <u>3905 N Druid Hills Rd</u>	Decatur	~~30033-3104~~ <u>30033-3104</u>	~~404/800-5211~~ 404-636-8494
GA	OPR	<u>Wilson, Timothy M. Jr. (T.J. Wilson)</u>	2452 Wesley Chapel Rd	Decatur	30035-3420	~~770/987-4540~~ 770-987-4540
GA	OPR	~~Brian~~ Jones, <u>Brian Randall (Brian)</u>	5700 Buford Hwy Ne	Doraville	30340-1207	~~770/936-9704~~ 770-936-9701
GA	OPR	~~Matt~~ Baker, <u>Matthew Daniel (Matt)</u>	1305 Peterson Ave S	Douglas	31533-4401	~~912/384-0211~~ 912-384-0211
<u>GA</u>	<u>OPR</u>	<u>Jordan Phillips</u>	<u>6700 Douglas Blvd Ste 210</u>	<u>Douglasville</u>	<u>30135-1869</u>	<u>678/838-9551</u>
GA	OPR	~~Mike~~ Moore, <u>Michael Allen (Mike)</u>	3202 Highway 5	Douglasville	30135-2306	~~770/627-2967~~ 770-627-2967
GA	OPR	~~Mike~~ Moore, <u>Michael Allen (Mike)</u>	5888 Fairburn Rd	Douglasville	30134-2360	~~770/942-0820~~ 770-942-0820
GA	OPR	~~David~~ Roberts <u>Phillips, Jordan Alan (Jordan)</u>	~~2002 Veterans~~ <u>6700 Douglas Blvd Ste 210</u>	~~Dublin~~ <u>Douglasville</u>	~~31021-3030~~ <u>30135-1869</u>	~~478/272-3007~~ 678-838-9551
GA	OPR	~~Brad~~ Williams <u>Roberts, David Ross (David)</u>	~~2020 Satellite~~ <u>2002 Veterans Blvd</u>	~~Duluth~~ <u>Dublin</u>	~~30097-4073~~ <u>1021-3030</u>	~~770/232-0034~~ 478-272-3007
GA	OPR	~~Jeff~~ Howard, <u>Jeffrey Sloan (Jeff)</u>	3555 Peachtree Industrial Blvd	Duluth	30096-4819	~~770/497-1270~~ 770-497-1270
GA	OPR	~~Grant~~ Wells <u>Williams, Bradley James (Brad)</u>	~~2480 Jett Ferry Rd~~ <u>2000 Satellite Blvd</u>	~~Dunwoody~~ <u>Duluth</u>	~~30338-3074~~ <u>30097-4073</u>	~~770/391-9277~~ 770-232-0034
GA	~~OPR~~ TMP OP R	~~Marcus~~ Ruiz <u>Goepp, Daniel Christopher (Danny)</u>	1145 Mount Vernon Hwy	Dunwoody	30338-5403	~~470/440-8997~~ 470-440-8997
<u>GA</u>	<u>OPR</u>	<u>Wells, Grant Neville (Grant)</u>	<u>2480 Jett Ferry Rd</u>	<u>Dunwoody</u>	<u>30338-3074</u>	<u>770-391-9277</u>
GA	~~OPR~~ OP R	~~Richard~~ , <u>Alphonso L. (Al)</u>	1065 Cleveland Ave	East Point	30344-6740	~~404/762-1333~~ 404-762-1333
GA	OPR	~~Betsy~~ Salzmman, <u>Betsy Hunter (Betsy)</u>	475 Howard Simmons Rd	Ellijay	30540-6456	~~706/636-0475~~ 706-636-0475
GA	OPR	~~Jason~~ Adams, <u>Jason Wade (Jason)</u>	4201 Washington Rd	Evans	30809-3069	~~706/447-8895~~ 706-447-8895
GA	OPR	~~Mike~~ Harrison, <u>Michael Shaun (Mike)</u>	7810 Senoia Rd	Fairburn	30213-2853	~~770/892-3908~~ 770-892-3908
GA	OPR	~~Doug~~ Barnett, <u>Douglas Howell (Doug)</u>	875 Glynn St S	Fayetteville	30214-2002	~~770/460-7602~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~770-420-7602~~
GA	OPR	~~OPR~~ Andrew Farr, <u>Andrew Wayne (Andrew)</u>	3405 Atlanta Hwy	Flowery Branch	30542-2918	~~770/297-9045~~ <u>770-297-9045</u>
GA	OPR	~~Frank~~ Harney, <u>Joe Frank Jr. (Frank)</u>	5905 Spout Springs Rd	Flowery Branch	30542-3450	~~770/965-2278~~ <u>770-965-2278</u>
GA	OPR	~~Terry~~ O'Neal, <u>Terry Vernon (Terry)</u>	1137 Battlefield Pkwy	Fort Oglethorpe	30742-3960	~~706/858-1072~~ <u>706-858-1072</u>
GA	OPR	~~Bobby~~ Shoemaker, <u>Robert Lynn Jr. (Bobby)</u>	~~1917 NE Jesse Jewell Pkwy~~ <u>805 Dawsonville Hwy</u>	Gainesville	~~30501-30501-2616~~	~~770/297-7936~~ <u>770-297-1722</u>
GA	OPR	~~Bobby~~ Shoemaker, <u>Robert Lynn Jr. (Bobby)</u>	~~805 Dawsonville Hwy~~ <u>1917 Jesse Jewell Pkwy NE</u>	Gainesville	~~30501-261630501~~	~~770/297-1722~~ <u>770-297-7936</u>
GA	OPR	~~Josh~~ Waddy, <u>Josh Lee (Josh)</u>	2521 Towne Center Pkwy	Greensboro	30642-6166	~~706/454-1470~~ <u>706-454-1470</u>
GA	OPR	~~Chuck~~ Swinson, <u>Charles Donald (Chuck)</u>	1000 W Taylor St	Griffin	30223-2608	~~770/227-0746~~ <u>770-227-0716</u>
GA	OPR	~~Erik~~ Smith, <u>Erik Emanuel (Erik)</u>	210 Meridian Dr	Grovetown	30813-0259	~~706/863-1110~~ <u>706-863-1110</u>
GA	OPR	~~Scott~~ Spears, <u>Matthew Scott (Scott)</u>	11161 Tara Blvd	Hampton	30228-1672	~~770/472-6104~~ <u>770-472-6101</u>
GA	OPR	~~Nick~~ Westbrook, <u>Stanley Nicholas (Nick)</u>	877 W Oglethorpe Hwy	Hinesville	31313-4404	~~912/877-6631~~ <u>912-877-6631</u>
GA	OPR	~~Kurt~~ Davis, <u>Kurt Ray (Kurt)</u>	~~43265223 Jimmy Lee Smith Pkwy~~ <u>Parkway</u>	Hiram	~~30141-265030141~~	~~770/222-0063~~ <u>678-726-9922</u>
GA	OPR	<u>Ferguson, Christina Elizabeth (Christy)</u>	<u>156 Old Farm Road</u>	<u>Jefferson</u>	<u>30549</u>	<u>706-708-0220</u>
GA	OPR	~~Brad~~ Roper, <u>Edward Bradley (Brad)</u>	600 Chastain Rd NW Ste 100	Kennesaw	30144-3005	~~770/422-0158~~ <u>770-422-0158</u>
GA	OPR	~~Ralph~~ Stephens, <u>Ralph W. II (Ralph)</u>	~~400830 Ernest W Barrett Pkwy NW~~	Kennesaw	~~30144-491730144-6821~~	~~770/428-9039~~ <u>770-643-4079</u>
GA	OPR	~~Ralph~~ StephensGonthier, <u>Nathan</u>	~~830400 Ernest W Barrett Pkwy NW~~ <u>Nw</u>	Kennesaw	~~30144-682130144-4917~~	~~770/643-4079~~ <u>770-428-9039</u>
GA	OPR	~~Justin~~ Whitfield, <u>Justin Donald (Justin)</u>	113 Lakes Blvd	Kingsland	~~3154831548-5565~~	~~912/510-6215~~ <u>912-510-6215</u>
GA	OPR	~~Josh~~ SellsBowman, <u>Robert Arnold Jr. (Rob)</u>	~~116 Commerce Ave~~ <u>1574 Lafayette Pkwy</u>	Lagrange	~~30241-233830241-2566~~	~~706/812-9210~~ <u>706-845-8484</u>
GA	OPR	~~Rob~~ BowmanSells, <u>Joshua Luke (Josh)</u>	~~1574 Lafayette Pkwy~~ <u>2110 Vernon Street</u>	Lagrange	~~30241-256630240~~	~~706/845-8484~~ <u>762-323-6325</u>
GA	OPR	~~Bill~~ Stripling, <u>William Franklin III (Bill)</u>	1015 Lakes Blvd	Lake Park	31636-3014	~~229/559-4901~~ <u>229-559-4901</u>
GA	OPR	~~Will~~ Lowe, <u>William James III (Will)</u>	20 Owens Dr	Lavonia	30553-6329	~~706/356-0354~~ <u>706-356-0354</u>
GA	OPR	~~Daniel~~ Perry, <u>John Daniel (Daniel)</u>	4965 Sugarloaf Pkwy	Lawrenceville	30044-6997	~~678/376-7447~~ <u>678-376-7447</u>
GA	OPR	~~Mark~~ Treadwell, <u>Mark R. (Mark)</u>	680 Duluth Hwy	Lawrenceville	30046-7695	~~770/962-7844~~ <u>770-962-7844</u>
GA	OPR	<u>Wari, Khalil J. (K. J. Wari)</u>	1202 ~~US~~ <u>Us</u> Highway 19 S	Leesburg	31763-4877	~~229/446-8781~~ <u>229-446-8781</u>
GA	OPR	~~Bryan~~ Shepard, <u>Bryan Lee (Bryan)</u>	4801 Lawrenceville Hwy ~~NW~~ <u>Nw</u>	Lilburn	30047-3844	~~770/925-2027~~ <u>770-925-2027</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

GA	OPR	<u>Moore, Laura Lee</u> ~~Nix~~ (<u>Laura Lee</u>)	835 Thornton Rd	Lithia Springs	30122-2610	~~770/732-8034~~ <u>770-732-8034</u>
GA	OPR	~~Jeffrey~~ O'Kelley, <u>Jeffrey Brian (Jeffrey)</u>	2929 Turner Hill Rd Ste 2550	Lithonia	30038-7044	~~678/526-2729~~ <u>678-526-2729</u>
GA	OPR	~~Sam~~ WestBouhadana, <u>Steven (Steve)</u>	2985 Turner Hill Rd	Lithonia	30038-2527	~~678/526-0088~~ <u>678-526-0088</u>
GA	OPR	~~Cameron~~ Lovett, <u>Cameron Read (Cameron)</u>	1005 Bandy Pkwy	Locust Grove	30248-7022	~~404/301-4422~~ <u>404-301-4422</u>
GA	OPR	~~Edgar~~ Brush, <u>B. Edgar Jr. (Edgar)</u>	4321 Atlanta Hwy	Loganville	30052-3288	~~770/554-1995~~ <u>770-554-1995</u>
GA	OPR	<u>Clark, David Patrick (David)</u>	<u>1569 Bass Rd</u>	<u>Macon</u>	<u>31210-7511</u>	<u>478-254-7911</u>
GA	OPR	<u>Clark, David Patrick (David)</u>	<u>140 Tom Hill Sr Blvd</u>	<u>Macon</u>	<u>31210-1806</u>	<u>478-471-0274</u>
GA	OPR	~~Craig~~ Craddock, <u>Steven Craig (Craig)</u>	5055 Brookhaven Rd	Macon	31206-4184	~~478/788-1094~~ <u>478-788-1094</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~478-1094~~
GA	OPR	~~Craig~~ Craddock, Steven Craig (Craig)	5920 Zebulon Rd	Macon	31210-2097	~~478/474-4458~~ 478-474-4458
GA	OPR	~~David-Clark~~ Durden, Lemuel Lesure (Lem)	~~140 Tom Hill Sr Blvd~~ 1781 Eatonton Rd	~~Macon~~ Madison	~~31210-18063~~ 0650-4683	~~478/471-0274~~ 706-752-0219
GA	OPR	~~David-Clark~~ Daniels, James L. (Danny)	~~1569 Bass~~ 1201 Johnson Ferry Rd	~~Macon~~ Marietta	~~31210-75113~~ 0068-2722	~~478/254-7911~~ 770-565-4653
GA	OPR	~~Lem Durden~~	~~1781 Eatonton Rd~~	~~Madison~~	~~30650-4683~~	~~706/752-0219~~
GA	OPR	~~Chris~~ Darley, Christopher Glenn (Chris)	2105 Roswell Rd	Marietta	30062-3880	~~770/977-3355~~ 770-977-3355
GA	OPR	~~Danny-Daniels~~ Kapoor, Sandeep (Sandeep)	~~1201 Johnson Ferry Rd~~ 2005 Macland Crossing Cir Sw	Marietta	~~30068-27223~~ 0008-8825	~~770/565-4653~~ 678-355-5297
GA	OPR	~~Drew~~ Meyers, Andrew David (Drew)	2555 Dallas Hwy ~~SW~~ Sw	Marietta	30064-2543	~~770/425-3454~~ 770-425-3454
GA	OPR	~~Mandy Valdes~~	~~1110 Roswell Rd~~	~~Marietta~~	~~30062-3606~~	~~770/420-1856~~
GA	OPR	~~Mark~~ Reed, Mark Norman (Mark)	1440 Terrell Mill Rd SE	Marietta	30067-6060	~~770/672-7169~~ 770-672-7169
GA	OPR	~~Mark~~ Reed, Mark Norman (Mark)	2661 Windy Hill Rd SE	Marietta	30067-8612	~~770/988-9798~~ 770-988-9798
GA	OPR	~~Sandeep Kapoor~~ Reed, Scott Augustus (Scott)	~~2005 Macland Crossing Cir SW~~ 3046 Shallowford Rd	Marietta	~~30008-88253~~ 0062-1252	~~678/355-5297~~ 770-579-0076
GA	OPR	~~Scott~~ Reed, Scott Augustus (Scott)	2530 Sandy Plains Rd	Marietta	30066-5777	~~770/977-2455~~ 770-977-2455
GA	OPR	~~Scott-Reed~~ Valdes, Armando Jr. (Mandy)	~~3046 Shallowford~~ 1110 Roswell Rd	Marietta	~~30062-12523~~ 0062-3606	~~770/579-0076~~ 770-420-1856
GA	OPR	~~Jesse-Gilchrist~~ Fleming, Mark David (Mark)	~~1321~~ 860 Highway 20 W 81 E	McDonough	~~30253-73043~~ 0252-2914	~~770/954-0451~~ 770-957-4999
GA	OPR	~~Mark~~ Fleming, Mark David (Mark)	1940 Highway 155 N	~~McDonough~~ Mcdonough	30252-4805	~~770/320-7502~~
GA	OPR	~~Mark-Fleming~~ Gilchrist, Jesse Thomas (Jesse)	~~860~~ 1321 Highway 81 E 20 W	~~McDonough~~ Mcdonough	~~30252-29143~~ 0253-7304	~~770/957-4999~~ 770-954-0451
GA	OPR	~~Hunter~~ Chapman, Hunter Christian (Hunter)	6501 Kitten Lake Dr	Midland	31820-3760	~~706/568-4910~~ 706-568-4910
GA	OPR	~~Curt~~ Flournoy, Curtis Paul Jr. (Curt)	1730 N Columbia St	Milledgeville	31061-2315	~~478/451-4830~~ 478-451-4830
GA	OPR	~~Brad~~ Lingerfelt, James Bradley (Brad)	620 Highway 138	Monroe	30655-7731	~~770/266-0211~~ 770-266-0211
GA	OPR	~~Wesley~~ Rogers, Robert Wesley (Wesley)	502 Lane St	Moultrie	31768-5127	~~229/890-1200~~ 229-890-1200
GA	OPR	~~Clotfelter~~ , Ronald Andrew (Ronnie)	~~5 Glenda Tree~~	~~Newnan~~	~~30265-3887~~	~~770-254-9140~~
GA	OPR	~~Lauren~~ McGuire, Lauren Reed (Lauren)	2090 Newnan Crossing Blvd E	Newnan	30265-2398	~~770/254-9509~~ 770-254-9509
GA	OPR	~~Ronnie-Clotfelter~~ Farr, E. Wayne (Wayne)	~~5 Glenda Tree~~ 6105 Peachtree Pkwy	~~Newnan~~ Norcross	~~30265-38873~~ 0092-3304	~~770/254-9140~~ 770-368-0833
GA	OPR	~~Chug~~ Shafe, James Caldwell Jr. (Chug)	5455 Jimmy Carter Blvd	Norcross	30093-1512	~~770/248-1088~~ 770-248-1088
GA	OPR	~~Wayne Farr~~	~~6105 Peachtree Pkwy~~	~~Norcross~~	~~30092-3304~~	~~770/368-0833~~
GA	OPR	~~Doug~~ Barnett, Douglas Howell (Doug)	1222 Highway 74 S	Peachtree City	30269-3072	~~770/632-7446~~ 770-632-7446
GA	OPR	~~Mike~~ Holmes, Michael Frank (Mike)	1100 N Peachtree Pkwy	Peachtree City	30269-4229	~~770/486-9517~~ 770-486-9517
GA	OPR	~~Mike~~ Holmes, Michael Frank (Mike)	2720 Highway 54	Peachtree City	30269-1030	~~770/486-6524~~ 770-486-6524
GA	OPR	~~Mike~~ Holmes, Michael Frank (Mike)	707 Highway 54	Peachtree City	30269-3302	~~770/487-0042~~ 770-487-0042
GA	OPR	~~David-Grossnickle~~ Richardson, Steven B. (Steven)	1600 Sam Nunn Blvd	Perry	31069-2055	~~478/988-8188~~ 478-988-8188
GA	OPR	~~Erik~~ Amick, Erik Kristian (Erik)	2021 Pooler Pkwy	Pooler	31322	~~912/988-8681~~ 912-988-8681
GA	OPR	~~Marshall~~ Davis, Marshall Dean III (Marshall)	180 Pooler Pkwy	Pooler	31322-4200	~~912/330-9209~~ 912-330-9209
GA	OPR	~~Jason~~ Counselman, Jason Dale (Jason)	5438 GA Highway 21 S	Rincon	31326-9407	~~912/826-6967~~ 912-826-6967
GA	OPR	~~Zach~~ Thomas, Zachary Lee (Zach)	1500 Chattahoochee Dr	Rockmart	30153	~~470/632-0411~~ 470-632-0411

GA	OPR	~~Joubert~~ , Paul Eugene (Paul)	1185 Woodstock Rd	Roswell	30075-2231	678-795-0155
GA	OPR	~~Jim~~ Waddle, James Michael (Jim)	604 Holcomb Bridge Rd	Roswell	30076-1511	~~770/641-8436~~ 770-641-8436
GA	OPR	~~Paul-Joubert~~ Drury, Wiley Clark (Clark)	~~1185 Woodstock~~ 2205 Demere Rd	~~Roswell~~ ~~Snellville~~	~~30075-2231~~	~~678/795-0155~~ 912-638-2695
GA	OPR	~~Ann~~ Collins, Ann Hester (Ann)	2111 E Victory Dr	Savannah	31404-3917	912/352-7474 912-352-7474
GA	OPR	~~Marshall-Davis~~ Connelly, Timothy John (Timothy)	~~500 Gulfstream Rd~~ 11152 Abercorn St	Savannah	~~31408-9643~~ 1419-1822	912-921-0909
GA	OPR	~~Randy~~ Pearce, Randy Vaden (Randy)	~~303 Mall Blvd~~ 7 E Derenne Ave	Savannah	~~31406-4736~~ 1405-6711	912/354-4355 912-354-4355
GA	OPR	~~Tim~~ Connelly	~~11152 Abercorn St~~	~~Savannah~~	~~31419-1822~~	912/921-0909
GA	OPR	~~Vicki-Williams~~ Jimenez, Elias (Eli)	7804 Abercorn St Ste 110	Savannah	31406-3504	912/352-1580 912-352-1580
GA	OPR	~~Doug~~ Barnett, Douglas Howell (Doug)	7996 Wells St	Senoia	30276-2024	678/973-1875 678-973-1875
GA	OPR	~~Daniel~~ Lomax, Daniel Brian (Daniel)	5120 S Cobb Dr SE	Smyrna	30080-7181	404/792-9440 404-792-9440
GA	OPR	~~Stephen~~ Miltiades, Stephen Alexander (Stephen)	3100 S Cobb Dr SE	Smyrna	30080-4114	770/432-8685 770-432-8685
GA	OPR	~~John~~ Starr	~~3090 Stone Mountain Hwy~~	~~Snellville~~	~~30078~~	770/979-7912
GA	OPR	~~Tom~~ Balsamides, Thomas Michael (Tom)	1559 Scenic Hwy N	Snellville	30078-2129	770/979-7488 770-979-7488
GA	OPR	~~Clark-Drury~~ Starr, John David (John)	~~2205 Demere Rd~~ 3090 Stone Mountain Hwy	~~St-Simons Island~~ Snellville	~~31522~~ 30078-7416	912/638-2695 770-979-7912
GA	OPR	~~David~~ Boykin, David Withers III (David)	352 Northside Dr E	Statesboro	30458-2188	912/764-7941 912-764-7941
GA	OPR	~~Paul~~ White, Paul D. (Paul)	1275 Eagles Landing Pkwy	Stockbridge	30281-5015	770/507-4119 770-507-4119
GA	OPR	~~Cliff~~ Daniels, Cliff William (Cliff)	5075 Stone Mountain Hwy	Stone Mountain	30087-3410	770/736-5809 770-736-5809

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

GA	OPR	~~Doug~~ Richardson, Douglas Martin (Doug)	5542 Memorial Dr	Stone Mountain	30083-3215	404/292-8097 404-292-8097
GA	OPR	~~Brad~~ Williams	~~1035 Peachtree Industrial Blvd~~	~~Suwanee~~	~~30024-1919~~	770/831-1177
GA	OPR	~~Mark~~ Treadwell, Mark R. (Mark)	3156 Lawrenceville Suwanee Rd	Suwanee	30024-2409	770/932-5797 770-932-5797
GA	OPR	~~Steve~~ Troutman, Gerald S. Jr. (Steve)	3643 Peachtree Pkwy	Suwanee	30024-1028	770/813-1594 770-813-1594
GA	OPR	~~Williams~~ , Bradley James (Brad)	1035 Peachtree Industrial Blvd	Suwanee	30024-1919	770-831-1177
GA	OPR	~~Nathan~~ Hunter, Nathan Hill (Nathan)	1054 Highway 19 N	Thomaston	30286-2229	706/647-2945 706-647-2945
GA	OPR	~~Mike~~ Zolt, Ira Michael (Mike)	15062 US Highway 19 S	Thomasville	31757-4819	229/228-7506 229-228-7506
GA	OPR	~~Ian~~ Moody, Ian Lewis (Ian)	1806 Washington Rd	Thomson	30824-7202	706/595-7030
GA	OPR	~~David~~ Pettis, Samuel David (David)	1197 US Highway 82 W	Tifton	31793-8059	229/387-0011 229-387-0011
GA	OPR	~~Brad-Spratte~~ Pischke, Tyler Mark (Tyler)	~~3967 Lavista~~ 605 Big A Rd	~~Tucker~~ Toccoa	~~30084-5139~~ 0577-6023	770/939-9001 762-348-0077
GA	OPR	~~Brad-Spratte~~ , David Bradley (Brad)	~~4340~~ 4435 Hugh Howell Rd	Tucker	~~30084-4705~~ 0084-4906	770/270-1874 770-270-1871
GA	OPR	~~Spratte~~ , David Bradley (Brad)	3967 Lavista Rd	Tucker	30084-5139	770-939-9001
GA	OPR	~~Charlie~~ Crews, Charles Manning (Charlie)	1100 N Saint Augustine Rd	Valdosta	31601-8410	229/247-2625 229-247-2625
GA	OPR	~~Kenneth~~ White, Kenneth Allen (Kenneth)	3147 Inner Perimeter Rd	Valdosta	31602-1062	229/245-0144 229-245-0144
GA	OPR	~~Britt~~ McDade, Britton James (Britt)	2349 E 1st St	Vidalia	30474-8811	912/538-0711 912-538-0711
GA	OPR	~~Justin~~ Day, Justin Colby (Justin)	85 Commerce Dr	Villa Rica	30180-1534	770/459-5792 770-459-5792
GA	OPR	~~Pat~~ Braski	~~3000 Watson Blvd~~	~~Warner-Robins~~	~~31093-8533~~	478/569-1200

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

GA	OPR	~~Pat Braski~~ , Patrick Joseph (Pat)	621 Russell Pkwy	Warner Robins	31088-6031	~~478-328-0445~~ 478-328-0445
GA	OPR	~~Lovett Young~~ Braski, Patrick Joseph (Pat)	~~2256 Memorial Dr~~ 3000 Watson Blvd	~~Waycross~~ Warner Robins	~~31501-10063~~ 1093-8533	~~912/285-2500~~ 478-569-1200
GA	OPR	~~Chris Owens~~ Young, Lovett Gahr (Lovett)	~~127 Exchange Ln~~ 2256 Memorial Dr	~~Winder~~ Waycross	~~3062031501-1006~~ 31501-1006	~~770/868-0245~~ 912-285-2500
GA	OPR	~~Keith Booth~~ , Richard Keith (Keith)	951 Ridgewalk Pkwy	Woodstock	30188-4895	~~770/592-4755~~ 770-592-4755
GA	OPR	~~Scott Hall~~ , Leonard Scott (Scott)	3070 Eagle Dr	Woodstock	30189-5531	~~678/445-0330~~ 678-445-0330
HI	OPR	Dydasco, Zane Kameamaluha Edwin (Zane)	1056 S Beretania St	Honolulu	96814-1428	808-460-7660
HI	OPR	~~Kurt Milne~~ , Charles Curtis (Kurt)	1450 Ala Moana Blvd Ste 1160H	Honolulu	96814-4606	808-466-3534
HI	OPR	~~Sean Whaley~~ , Sean Ellis Teal (Sean)	14 Ho'okele St	Kahului	96732-3547	~~808/270-1908~~ 808-270-1908
HI	OPR	Goo, Spencer Milton Yan Loong (Spencer)	91-5480 KAPOLEI PKWY Bldg. 3	Kapolei	96707	808-809-5520
IA	OPR	~~Tari Thompson~~ , Tari Anne (Tari)	230 S Duff Ave	Ames	50010-6642	~~515/232-2599~~ 515-232-2599
IA	OPR	~~Thomas Krogman~~ , Thomas John (Thomas)	2410 SE Delaware ~~Avenue~~ Ave	Ankeny	~~50021-50021-4518~~ 50021-50021-4518	~~515/965-7786~~ 515-965-7786
IA	OPR	~~OPRAmgad~~ Zaghloul Dose, Nickolas William (Nick)	~~2610 Edgewood~~ 217 Collins Rd ~~SWNE~~	Cedar Rapids	~~52404-32645~~ 2402-3159	~~319/396-3079~~ 319-378-3200
IA	OPR	~~Nick Dose~~ Zaghloul, Amgad Fathalla (Amgad)	~~217 Collins~~ 2610 Edgewood Rd ~~NE~~ SW	Cedar Rapids	~~52402-31595~~ 2404-3264	~~319/378-3200~~ 319-396-3079
IA	OPR	~~Chase Williby~~ , Chase James (Chase)	1451 Coral Ridge Ave Ste 620	Coralville	52241-2805	~~319/625-2020~~ 319-625-2020
IA	~~TM~~ OPR	~~Ethan Hodges~~ Tatman, Jeremy David (Jeremy)	~~320 W Kimberly Rd~~ 2945 E 53rd St	Davenport	~~52806-59205~~ 2807-3016	~~563/391-2613~~ 563-355-1742
IA	~~OPR~~ TM P	~~Jeremy Tatman~~ Hodges, Ethan	~~2945 E 53rd St~~ 320 W Kimberly Rd	Davenport	~~52807-30165~~ 2806-5920	~~563/355-1742~~ 563-391-2613
IA	OPR	~~Jennifer Ritchie~~ , Jennifer Roman (Jennifer)	4040 Merle Hay Rd	Des Moines	50310-1310	~~515/276-5222~~ 515-276-5222
IA	OPR	~~Justin Barnes~~ , Justin Neil (Justin)	3500 Dodge St	Dubuque	52003-5261	~~563/556-0423~~ 563-556-0423
IA	~~TM~~ OPR	~~Zach Arnold~~ , Zachary D. (Zach)	2771 Goldenrod Court	Pella	50219	~~641/658-9412~~ 641-658-9412
IA	OPR	~~Chad Eisenga~~ , Chad Lynn (Chad)	4428 Sergeant Rd	Sioux City	51106-4703	~~712/276-4233~~ 712-276-4233
IA	OPR	~~Ben Nanda~~ , Benjamin Michael (Ben)	1331 Flammang Dr	Waterloo	50702-4367	~~319/233-0274~~ 319-233-0274
IA	OPR	~~David Grimm~~ Brumels, Garry Keith (Garry)	~~4502 University Ave~~ 6555 Mills Civic Pkwy	~~West Des Moines~~ Des Moines	~~50266-1025~~ 50266-1025	~~515/457-3176~~ 515-223-6113
IA	OPR	~~Garry Brumels~~ Grimm, David J. (David)	~~6555 Mills Civic Pkwy~~ 4502 University Ave	~~West Des Moines~~ Des Moines	~~50266-8341~~ 50266-8341	~~515/223-6113~~ 515-457-3176
IA	TMP	~~Jamison Wyatt~~ Sickafoose, Daniel Thomas (Dan)	101 Jordan Creek Pkwy Ste 12508	~~West Des Moines~~ Des Moines	~~50266-8118~~ 50266-8118	~~515/327-5033~~ 515-327-5033
ID	OPR	~~Lauren Mosteller~~ , Lauren Brooke (Lauren)	3003 S 25th E	Ammon	83406-5730	~~208/523-2697~~ 208-523-2697
ID	OPR	~~Joe Bucklew~~ , Joseph Aaron (Joe)	300 S Broadway Ave	Boise	83702-7217	~~208/345-1053~~ 208-345-1053
ID	OPR	~~Joe Bucklew~~ , Joseph Aaron (Joe)	8000 W Franklin Rd	Boise	83709-0620	~~208/376-6110~~ 208-376-6110
ID	OPR	~~Brad Miles~~ , Charles Bradley (Brad)	2012 N Eagle Rd	Meridian	83646-6287	~~208/887-2143~~ 208-887-2143
ID	OPR	~~Jared Schrum~~ , Jared Alexander (Jared)	16800 N Marketplace Blvd	Nampa	83687-5140	~~208/467-6000~~ 208-467-6000
ID	OPR	~~Bill Ystueta~~ , William F. Jr. (Bill)	1631 Blue Lakes Blvd N	Twin Falls	83301-3374	~~208/735-5010~~ 208-735-5010
IL	OPR	Willis, JohnDavid Willard (J.D. Willis)	425 S Randall Rd	Algonquin	60102-9702	~~847/979-9068~~ 847-979-9068
IL	OPR	~~Mark Cabrera~~ , Mark Andrew (Mark)	4435 Fox Valley Center Dr	Aurora	60504-4116	~~630/820-1660~~ 630-820-1660
IL	OPR	~~John Good~~ , John Alexander (John)	185 N Randall Rd	Batavia	60510-9293	~~630/761-2640~~ 630-761-2640

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

IL	OPR	~~Ben~~ Winner, Benjamin D. (Ben)	2532 Green Mount Commons Dr	Belleville	62221-6741	~~618/257-9700~~ 618-257-9700
IL	OPR	~~Joe~~ Antolik, Joseph R. (Joe)	354 W Army Trail Rd	Bloomington	60108-2683	~~630/980-5088~~ 630-980-5088
IL	OPR	~~Mike~~ Wagner, Michael R. (Mike)	245 N Weber Rd	Bolingbrook	60490-1508	~~630/771-0080~~ 630-771-0080
IL	OPR	~~Jon~~ Klavohn, Jon E. (Jon)	1359 Locke Dr	Bourbonnais	60914-9305	~~815/592-7550~~ 815-592-7550
IL	OPR	Ordeanu, Allen Albert (Allen)	268 McHenry Rd.	Buffalo Grove	60089	847-305-5475
IL	~~OPR~~ TMP P	~~Bob Williamson~~ Herrington, Julia	2301 N Prospect Ave	Champaign	61822-1246	~~217/351-3094~~ 217-351-3094

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

IL	~~TMP~~ OPR	~~Chelsea Espin~~ Edwards, Kareem J. (Kareem)	~~500 N Michigan Ave Ste 140~~ 1106 S Clinton St	Chicago	~~60611-3785~~ 60607-4434	~~312/285-2695~~ 312-461-9110
IL	~~TMP~~ OPR	~~Christopher Lipscomb~~ Faretta, Joshua Richard (Josh)	~~122 S Michigan~~ 1910 W Fullerton Ave	Chicago	~~60603-6191~~ 60614-1894	~~847/510-4125~~ 773-292-0304
IL	OPR	~~Erin~~ Franklin, Erin Elaine (Erin)	4733 W 76th St	Chicago	60652	~~773/284-2727~~ 773-284-2727
IL	OPR	~~Galati, Joshua W. (Josh)~~ ~~Faretta~~	~~1910~~ 3246 W Fullerton Ave Addison St	Chicago	~~60614-6061~~ 60618-4329	~~773/292-0304~~ 312-222-1341
IL	OPR	~~Kareem Edwards~~ Groom, Emily Michelle (Emily)	~~1106~~ 713 S Clinton St Seeley Ave	Chicago	~~60607-4434~~ 60612-5554	~~312/461-9110~~ 312-858-5288
IL	OPR	Pulgine, Anthony Nicholas (Nick)	3500 N Clark St	Chicago	60657-1612	312-319-4441
IL	OPR	~~Lauren~~ Silich, Steven Andrew (Steve)	30 E Chicago Ave	Chicago	60611-2009	~~312/266-8888~~ 312-266-8888
IL	OPR	Steen, Layne Elizabeth (Layne)	122 S Michigan Ave	Chicago	60603-6191	312-360-1644
IL	OPR	~~Pablo~~ Velazquez, Pablo (Pablo)	177 N State St	Chicago	60601-3607	~~312/419-1522~~ 312-419-1522
IL	TMP	Carruth, Seth	500 N Michigan Ave Ste 140	Chicago	60611-3785	312-285-2695
IL	~~TMP~~ OPR	~~Matthew Ogle~~ Espin, Chelsea Scanna (Chelsea)	9600 Ridgeland Ave	Chicago Ridge	60415-2609	~~708/423-2442~~ 630-999-8228
IL	~~OPR~~ TMP P	~~Richard Ferree~~ Summers, Ryan J	6007 S La Grange Rd	Countryside	60525-4069	~~708/482-7525~~ 708-482-7525
IL	OPR	~~Ximena~~ Pena-Rogers, Ximena (Ximena)	13050 S Cicero	Crestwood	60418	~~708/215-2660~~ 708-215-2660
IL	~~TMP~~ OPR	~~Roger~~ Deutscher, Roger Allen II (Roger)	4812 Northwest Hwy	Crystal Lake	60014-7327	~~815/444-8611~~ 815-444-8611
IL	OPR	~~Todd Shane~~ Rhodes, Joseph Robert (Joe)	75 S Waukegan Rd	Deerfield	60015-5204	~~847/272-8470~~ 847-272-8470
IL	OPR	~~Mark~~ Dugger, Mark Robert (Mark)	250 W Washington St	East Peoria	61611-2477	~~309/694-1044~~ 309-694-1044
IL	OPR	Brunner, Phillip C. (Phillip)	2319 Troy Rd	Edwardsville	62025-2588	618-391-0563
IL	OPR	~~Phil~~ Tuttle, Philip Andrew (Phil)	1110 S Randall Rd	Elgin	60123-4109	~~888/695-0592~~ 888-695-0592
IL	OPR	~~Sara~~ Vaught, Sara E. (Sara)	235 South IL ~~Rt~~ Route 83	Elmhurst	60126-3019	~~630/279-2263~~ 630-279-2263
IL	OPR	~~Dave~~ Holmes, David J. (Dave)	6203 N Illinois St	Fairview Heights	62208-2716	~~618/397-2200~~ 618-397-2200
IL	OPR	~~Lamar~~ Lark, Lamarr K. (Lamarr)	6550 Grand Ave	Gurnee	60031-1621	~~847/782-9294~~ 847-782-9294
IL	OPR	~~Skyler~~ Wasson, Skyler Ridge (Skyler)	17450 Halsted St	Homewood	60430-2041	~~708/798-2557~~ 708-798-2557
IL	OPR	~~Kris~~ Yoder, Kristopher Eugene (Kris)	2705 Plainfield Rd	Joliet	60435-1166	~~815/577-8997~~ 815-577-8997
IL	~~OPR~~ Allen	~~Ordeanu, Allen Albert (Allen)~~	20429 N Rand Rd	Kildeer	60047	~~847/438-8600~~ 847-438-8600
IL	OPR	~~Dave~~ Terhune, David Walter Jr. (Dave)	717 E Butterfield Rd	Lombard	60148-5614	~~630/586-0830~~ 630-586-0830
IL	TMP	~~Angela Posada~~ Lipscomb, Christopher	1505 West Lane Road	Machesney Park	61115	~~815/310-1496~~ 815-977-4379

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

IL	OPR	~~Matt~~ Rhodes, <u>Matthew John (Matt)</u>	2 Winston Plz	Metrose Park	60160-1519	~~708/245-2399~~ <u>708-345-2399</u>
IL	~~OPR~~ <u>R</u>	~~Jared~~ Fraley, <u>Jared M. (Jared)</u>	3831 41st Avenue Dr	Moline	61265-6433	~~309/797-1605~~ <u>309-797-1605</u>
IL	OPR	~~Vikas~~ Bhala, <u>Vikas (Vikas)</u>	950 N Elmhurst Rd	Mount Prospect	60056-1126	~~847/398-3880~~ <u>847-398-3880</u>
IL	OPR	~~Jon Morris~~ Meier, <u>Robert William (Rob)</u>	~~8575 West Golf Road~~ <u>5650 W Touhy Ave</u>	Niles	~~60714-4001~~ <u>60714-4001</u>	~~847/534-7470~~ <u>833-637-8872</u>
IL	OPR	~~Rob Meier~~ Morris, <u>Jonathan David (Jon)</u>	~~5650 W Touhy Ave~~ <u>8575 West Golf Road</u>	Niles	~~60714-4001~~ <u>60714-4001</u>	~~833/637-8872~~ <u>847-534-7470</u>
IL	OPR	~~Justin~~ Whitefoot, <u>Justin Brent (Justin)</u>	101 S Veterans Pkwy	Normal	61761-2133	~~309/268-9500~~ <u>309-268-9500</u>
IL	OPR	~~Hunter~~ Clinton, <u>Hunter Brandon (Hunter)</u>	4512 N Harlem Ave	Norridge	60706-4712	~~708/390-8755~~ <u>708-390-8755</u>
IL	<u>OPR</u>	~~OPR~~ Alvaro Botero, <u>Alvaro H. (Alvaro)</u>	7201 W Cermak Rd	North Riverside	60546-1401	~~708/442-7006~~ <u>708-442-7006</u>
IL	OPR	~~Kevin~~ Skarin, <u>Kevin A. (Kevin)</u>	15605 S La Grange Rd	Orland Park	60462-4406	~~708/460-4663~~ <u>708-460-4663</u>
IL	OPR	~~Luca~~ Caraba Chit, <u>Raluca Sanda (Luca)</u>	2740 ~~US~~ <u>Us</u> Highway 34	Oswego	60543-7118	~~630/554-8611~~ <u>630-554-8611</u>
IL	~~OPR~~ <u>R</u>	~~OPR~~ Alvarado, <u>Ali Renee (Ali)</u>	4518 N Sterling Ave	Peoria	61615-3819	~~309/682-6246~~ <u>309-682-6246</u>
IL	OPR	~~Philip~~ Everett, <u>Philip Arthur (Philip)</u>	280 N Perryville Rd	Rockford	61107-6237	~~815/381-1010~~ <u>815-381-1010</u>
IL	OPR	~~Daryl~~ Saylor, <u>Daryl Lee (Daryl)</u>	90 Barrington Rd	Schaumburg	60194-4800	~~847/798-1424~~ <u>847-798-1424</u>
IL	OPR	~~Daryl~~ Saylor, <u>Daryl Lee (Daryl)</u>	935 E Golf Rd	Schaumburg	60173-4521	~~847/517-1173~~ <u>847-517-1173</u>
IL	OPR	~~Mike~~ Kim, <u>Michael S. (Mike)</u>	~~3720 Touhy Ave~~ <u>9341 Skokie Blvd</u>	Skokie	~~60076-3951~~ <u>60076-3951</u>	~~847/763-1002~~ <u>847-763-1002</u>
IL	OPR	~~Mike~~ Kim, <u>Michael S. (Mike)</u>	~~9341 Skokie Blvd~~ <u>3720 Touhy Ave</u>	Skokie	~~60077-1310~~ <u>60076-3951</u>	~~847/763-1002~~ <u>224-357-1106</u>
IL	OPR	~~Isaac~~ Freeman, <u>Isaac David (Isaac)</u>	2431 Wabash Ave	Springfield	62704-4259	~~217/546-2000~~ <u>217-546-2000</u>
IL	OPR	~~Beth~~ Dahlenburg, <u>Elizabeth A. (Beth)</u>	701 N Milwaukee Ave Ste 360	Vernon Hills	60061-4300	~~847/247-8000~~ <u>847-247-8000</u>
IL	OPR	~~Dave~~ Terhune, <u>David Walter Jr. (Dave)</u>	301 E Loop Rd	Wheaton	60189-2193	~~630/668-8350~~ <u>630-668-8350</u>
IL	OPR	~~Doug~~ Park, <u>Hyung-Jin Douglas (Doug)</u>	7101 Kingery Hwy	Willowbrook	60527-2274	~~630/455-4426~~ <u>630-455-4426</u>
IN	<u>OPR</u>	<u>Tincher, Christopher Edward (Chris)</u>	<u>7606 East US Highway 36</u>	<u>Avon</u>	<u>46123</u>	<u>317-451-4008</u>
IN	OPR	~~Chris~~ Tincher, <u>Christopher Edward (Chris)</u>	10791 E ~~US~~ <u>Us</u> Highway 36	Avon	46123-7982	~~317/271-7760~~ <u>317-271-7760</u>
IN	OPR	~~Wes~~ Key, <u>Wesley Paul (Wes)</u>	2856 E 3rd St Spc C-9	Bloomington	47401-5423	~~812/332-4877~~ <u>812-332-4877</u>
IN	OPR	~~Wes~~ Key, <u>Wesley Paul (Wes)</u>	3020 E 3rd St	Bloomington	47401-5425	~~812/330-5590~~ <u>812-330-5590</u>
IN	OPR	~~Patrick~~ Tate, <u>Patrick Brian (Patrick)</u>	14647 Thatcher Ln	Carmel	46032-1556	~~317/815-9465~~ <u>317-815-9465</u>
IN	<u>OPR</u>	<u>Williamson, Evan Scott (Evan)</u>	<u>9965 N Michigan Rd</u>	<u>Carmel</u>	<u>46032-9640</u>	<u>317-779-1166</u>
IN	OPR	~~Bryan~~ Haag, <u>Bryan David (Bryan)</u>	1320 Veterans Pkwy	Clarksville	47129-7745	~~812/282-7573~~ <u>812-282-7573</u>
IN	OPR	~~Grant~~ Parker, <u>Grant Isaac (Grant)</u>	1250 N National Rd	Columbus	47201-5576	~~812/375-1540~~ <u>812-375-1540</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

IN	OPR	~~Debbie~~ Dean, <u>Deborah Jean (Debbie)</u>	4400 W Lloyd Expy	Evansville	47712-6513	~~812/467-0629~~ <u>812-467-0629</u>
IN	<u>OPR</u>	<u>Stierwalt, Jack Richard (Rich)</u>	<u>800 N Green River Rd</u>	<u>Evansville</u>	<u>47715-2471</u>	<u>812-477-9370</u>
IN	OPR	~~Rich~~ Stierwalt, <u>Jack Richard (Rich)</u>	7101 E Indiana St	Evansville	47715-9112	~~812/471-9203~~ <u>812-471-9203</u>
IN	OPR	~~Rich Stierwalt~~ Gibson, <u>Anthony Joseph (Tony)</u>	~~800 N Green River Rd~~ <u>1725 Apple Glen Blvd</u>	~~Evansville~~ <u>Fort Wayne</u>	~~47715-2471~~ <u>6804-1789</u>	~~812/477-9370~~ <u>260-436-8203</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

IN	OPR	~~Jeff Hoffman~~ , Jeffrey Allen (Jeff)	182 W Coliseum Blvd	Fort Wayne	46805-1006	~~462/224-5880~~ 260-484-5880
IN	~~TMP~~ OP R	~~Paul~~ -Strength, Paul Wayne (PJ)	4201 Coldwater Rd	Fort Wayne	46805-1113	~~260/482-5993~~ 260-482-5993
IN	OPR	~~Tony~~ -Gibson	~~1725 Apple Glen Blvd~~	~~Fort Wayne~~	~~46804-1789~~	~~260/436-8203~~
IN	OPR	~~Cody~~ -Walburn, Cody Robert (Cody)	2203 N State St	Greenfield	46140-9084	~~317/588-3142~~ 317-588-3112
IN	OPR	~~Rick~~ -Johnson, Richard Ray (Rick)	1251 US Highway 31 N Ste C19	Greenwood	46142-4559	~~317/888-5473~~ 317-888-5473
IN	OPR	~~Rick~~ -Johnson, Richard Ray (Rick)	155 Marlin Dr	Greenwood	46142-1451	~~317/888-8100~~ 317-888-8100
IN	OPR	~~Brown~~ , Kevin Scott (Kevin)	~~10 E Washington St., Suite 100~~	~~Indianapolis~~	~~46204-3505~~	~~463-224-6777~~
IN	~~TMP~~ OP R	~~Blake~~ -Burnette, Blake Ellis (Blake)	6020 E 82nd St Ste 1012	Indianapolis	46250-5516	~~317/537-2722~~ 317-537-2722
IN	OPR	~~Brendan Riggs~~ Hartman, Samuel Paul (Sam)	~~9961 E Washington St~~ 125 S. Pennsylvania Street	Indianapolis	~~46229-3039~~ 6204	~~317/497-0565~~
IN	OPR	~~Johnson~~ , Richard Ray (Rick)	~~2020 E County Line Rd~~	~~Indianapolis~~	~~46227-6329~~	~~317-888-4996~~
IN	OPR	~~Leckrone~~ , Lew Allen (Lew)	~~3360 W 86th St~~	~~Indianapolis~~	~~46268-1927~~	~~317-871-5330~~
IN	OPR	~~Jeff~~ -Mosley, Jeffrey L. (Jeff)	3802 E 82nd St	Indianapolis	46240-4328	~~317/578-4511~~ 317-578-4511
IN	OPR	~~Jeff~~ -Mosley, Jeffrey L. (Jeff)	6231 N Keystone Ave	Indianapolis	46220-2154	~~317/257-7207~~ 317-257-7207
IN	OPR	~~Kevin Brown~~ Riggs, Brendan James (Brendan)	~~409961 E Washington St., Suite 100~~	Indianapolis	~~46204-3505~~ 6229-3039	~~463/224-6777~~ 317-497-0565
IN	OPR	~~Lew~~ -Leckrone	~~3360 W 86th St~~	~~Indianapolis~~	~~46268-1927~~	~~317/871-5330~~
IN	OPR	~~Matt~~ -Sewell, Matthew David (Matt)	5240 E Southport Rd	Indianapolis	46237-9335	~~317/780-7477~~ 317-780-7477
IN	OPR	~~Rick~~ -Johnson	~~2020 E County Line Rd~~	~~Indianapolis~~	~~46227-6329~~	~~317/888-4996~~
IN	OPR	~~Sam~~ -Hartman	~~125 S. Pennsylvania Street~~	~~Indianapolis~~	~~46204~~	
IN	OPR	~~Terry~~ -Carrico, Terry J. (Terry)	3549 E 10th St	Jeffersonville	47130-9320	~~812/288-2020~~ 812-288-2020
IN	OPR	~~Rachel~~ -DeYoung, Rachel Jean (Rachel)	50 N Creasy Ln	Lafayette	47905-4411	~~765/446-2053~~ 765-446-2053
IN	OPR	~~Tyler Carter~~ DeYoung, Rachel Jean (Rachel)	~~2385 Southlake Mall~~ 3929 Bonlou Court	~~Merrillville~~ Lafayette	~~46410-6442~~ 7905-0722	~~219/769-6840~~ 765-771-7078
IN	OPR	~~Kathy Wonderly~~ Carter, Tyler Matthew (Tyler)	~~5517 N Main St~~ 2385 Southlake Mall	~~Mishawaka~~ Merrillville	~~46545-9043~~ 6410-6442	~~574/277-0222~~ 219-769-6810
IN	OPR	~~Kathy~~ -Wonderly, Kathy Jo (Kathy)	6501 Grape Rd	Mishawaka	46545-1007	~~574/272-2247~~ 574-272-2247
IN	OPR	~~Wonderly~~ , Kathy Jo (Kathy)	~~5517 N Main St~~	~~Mishawaka~~	~~46545-9043~~	~~574-277-0222~~
IN	OPR	~~Craig~~ -Sample, Craig S. (Craig)	511 W McGalliard Rd	Muncie	47303-1830	~~765/747-4000~~ 765-747-4000
IN	OPR	~~Daron~~ -Stockton, Daron Lee (Daron)	2225 State St	New Albany	47150-4924	~~812/542-6868~~ 812-542-6868
IN	OPR	~~Sam~~ -Hartman, Samuel Paul (Sam)	~~14098 Bergen~~ 16685 Mercantile Blvd	Noblesville	~~46060-3365~~ 6060-4135	~~317/776-4060~~ 317-773-4100
IN	OPR	~~Sam~~ -Hartman, Samuel Paul (Sam)	~~16685 Mercantile~~ 14098 Bergen Blvd	Noblesville	~~46060-4135~~ 6060-3365	~~317/773-4100~~ 317-776-4060
IN	OPR	~~Chris~~ -Spire, Christopher Scott (Chris)	2687 E Main St	Plainfield	46168-2710	~~317/839-4886~~ 317-839-4886
IN	OPR	~~Justin~~ -Knight, Justin D. (Justin)	315 US Highway 41	Schererville	46375-1209	~~219/274-2274~~ 219-274-2274
IN	OPR	~~Edward~~ -Endres, Edward Richard Jr. (Edward)	4555 S Michigan St	South Bend	46614-2553	~~574/968-0351~~ 574-968-0351
IN	OPR	~~Julia~~ -Mueller, Julia Rose (Julia)	3703 Portage Ave	South Bend	46628-6098	~~574/544-5678~~ 574-544-5678
IN	OPR	~~Evan Williamson~~ McCloy, Katherine Lynn (Kathy)	3675 S US Highway 41	Terre Haute	47802-4103	~~812/232-3675~~ 812-232-3675
IN	OPR	~~David~~ -Hershberger, David John (David)	61 Silhavy Rd	Valparaiso	46383-4425	~~219/266-4855~~ 219-266-4855
IN	OPR	~~Rachel~~ -DeYoung, Rachel Jean (Rachel)	401 N Russell St	West Lafayette	47906-2820	~~765/548-5184~~ 765-548-5184
IN	OPR	~~Daniel~~ -Moore, Daniel Christopher (Daniel)	763 E Tournament Trl	Westfield	46074-6217	~~317/751-4577~~ 317-751-4577

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

IN	OPR	~~Charlie Kreime~~ , <u>Charles H. III (Charlie)</u>	6240 East Whitestown Pkwy	Whitestown	46075-7602	~~717-769-3551~~ <u>317-769-3551</u>
KS	OPR	~~Nate~~ -White, <u>Nathaniel Austin (Nate)</u>	1818 N Rock Rd	Derby	67037-3728	~~316/788-1067~~ <u>316-788-1067</u>
KS	~~OPR~~ <u>TM</u> <u>P</u>	~~Kathy McCloy~~ <u>Lamb, Bernadette</u>	1809 E 17th Ave	Hutchinson	67501-1102	~~620/662-2744~~ <u>620-662-2744</u>
KS	OPR	~~Travis~~ -McGruder, <u>James Travis (Travis)</u>	10770 Parallel Pkwy	Kansas City	66109-3647	~~913/334-2442~~ <u>913-334-2442</u>
KS	OPR	~~Justin~~ -Heitz, <u>Justin William (Justin)</u>	2735 Iowa St	Lawrence	66046-4155	~~785/842-1002~~ <u>785-842-1002</u>
KS	OPR	~~Drew~~ -Severns, <u>Andrew Carleton (Drew)</u>	15919 W 87th Street Pkwy	Lenexa	~~6624966219-~~ <u>9725</u>	~~913/227-0512~~ <u>913-227-0512</u>
KS	OPR	~~Ruthie~~ -Seitz, <u>Ruth Ellen (Ruthie)</u>	636 Tuttle Creek Blvd	Manhattan	66502-5854	~~785/537-2130~~ <u>785-537-2130</u>
KS	OPR	~~Forrest~~ -Swyden, <u>Forrest (Forrest)</u>	6039 Metcalf Ave	Mission	66202-2356	~~913/432-5300~~ <u>913-432-5300</u>
KS	OPR	~~Jeff~~ -Rouse, <u>Jeffrey Lee (Jeff)</u>	12087 S Blackbob Rd	Olathe	66062-1012	~~913/829-7600~~ <u>913-829-7600</u>
KS	~~TM~~ <u>OP</u> <u>R</u>	~~Brady Rust~~ <u>Andrews, Dustin A. (Dustin)</u>	~~7500 W 135th St~~ <u>11240 Nall Ave</u>	Overland Park	~~66223-12026~~ <u>6211-1233</u>	~~913/814-0222~~ <u>913-522-4613</u>
KS	OPR	~~G.T. Taylor~~ <u>Nassick, Derek Wayne (Derek)</u>	~~9707 Quivira Rd~~ <u>9591 Metcalf Ave</u>	Overland Park	~~66215-16656~~ <u>6212-2217</u>	~~913/310-9222~~ <u>913-341-2655</u>
KS	OPR	~~Derek Nassick~~ <u>Oberweather, Kylie Elizabeth (Kylie)</u>	~~9591 Metcalf Ave~~ <u>7500 W 135th St</u>	Overland Park	~~66212-22176~~ <u>6223-1202</u>	~~913/341-2655~~ <u>913-814-0222</u>
KS	OPR	~~Dustin Andrews~~ <u>Taylor, Clarence E. Jr. II (C.T.)</u>	~~11240 Nall Avenue~~ <u>9707 Quivira Rd</u>	Overland Park	~~6621166215-~~ <u>1665</u>	~~913/522-4613~~ <u>913-310-9222</u>
KS	OPR	~~Shawn~~ -Hubbard, <u>Shawn Paul (Shawn)</u>	2245 S 9th St	Salina	67401-7308	~~785/820-8007~~ <u>785-820-8007</u>
KS	OPR	~~Justin~~ -Lamison, <u>Justin P. (Justin)</u>	1625 SW Wanamaker Rd	Topeka	66604-3814	~~785/272-2610~~ <u>785-272-2610</u>
KS		~~OPR~~ <u>Andrew</u>	~~2400 N Greenwich Rd~~	~~Wichita~~	~~67226~~	~~316/369-3600~~
KS		~~OPR~~ <u>Andrew</u>	~~7990 E Central Ave~~	~~Wichita~~	~~67206-2158~~	~~316/683-2691~~
KS	OPR	~~Jason~~ -Lansdown, <u>Jason Wayne (Jason)</u>	10515 W 21st St N	Wichita	67205-1810	~~316/721-2697~~ <u>316-721-2697</u>
KS	OPR	~~Jason~~ -Lansdown, <u>Jason Wayne (Jason)</u>	7320 West Taft Street	Wichita	67209	~~316/729-2697~~ <u>316-729-2697</u>
KS	<u>OPR</u>	<u>Nelson, Andrew Scott (Andrew)</u>	<u>7990 E Central Ave</u>	<u>Wichita</u>	<u>67206-2158</u>	<u>316-683-2691</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

KS	<u>OPR</u>	<u>Nelson, Andrew Scott (Andrew)</u>	<u>2400 N Greenwich Rd</u>	<u>Wichita</u>	<u>67226</u>	<u>316-369-3600</u>
KY	OPR	~~Steve~~ -Barfield, <u>Steven W. (Steve)</u>	410 River Hill Dr	Ashland	41101-7386	~~606/324-7469~~ <u>606-324-7469</u>
KY	<u>OPR</u>	~~OPR~~ <u>Andy</u> <u>Robinson, Andrew Douglas (Andy)</u>	1766 Campbell Ln	Bowling Green	42104-1045	~~270/782-6807~~ <u>270-782-6807</u>
KY	<u>OPR</u>	~~OPR~~ <u>Andy</u> <u>Robinson, Andrew Douglas (Andy)</u>	3162 Scottsville Rd	Bowling Green	42104-4416	~~270/599-0065~~ <u>270-599-0065</u>
KY	<u>OPR</u>	~~OPR~~ <u>Andy</u> <u>Robinson, Andrew Douglas (Andy)</u>	667 Campbell Lane	Bowling Green	~~4210142101-~~ <u>8994</u>	~~270/306-4126~~ <u>270-306-4126</u>
KY	<u>OPR</u>	<u>Smith, Nathan Timothy (Nate)</u>	<u>295 May Blvd</u>	<u>Danville</u>	<u>40422</u>	<u>859-800-9838</u>
KY	OPR	~~Chris~~ -Flanagan, <u>Christopher Scott (Chris)</u>	1840 N Dixie Ave	Elizabethtown	42701-9493	~~270/982-1350~~ <u>270-982-1350</u>
KY	OPR	~~Cathy Snider~~ <u>Flanagan, Christopher Scott (Chris)</u>	~~4980 Houston Rd~~ <u>1034 Executive Dr</u>	~~Florence~~ <u>Elizabethtown</u>	~~41042-48244~~ <u>2701-1269</u>	~~859/594-4800~~ <u>270-986-0124</u>
KY	OPR	~~Dustin~~ -DiChiara, <u>Dustin Lee (Dustin)</u>	8050 Mall Rd	Florence	41042-1412	~~859/594-4600~~ <u>859-594-4600</u>
KY	OPR	~~Chase Harper~~ <u>Snider, Catherine S. (Cathy)</u>	~~1300 US Highway 127 S Ste F~~ <u>4980 Houston Rd</u>	~~Frankfort~~ <u>Florence</u>	~~40601-43954~~ <u>1042-4824</u>	~~502/234-5222~~ <u>859-594-4800</u>
KY	OPR	~~Brent~~ -Linn, <u>Brent Andrew (Brent)</u>	3436 Madison Pike Route 17	~~Ft~~ <u>Fort</u> Wright	41017-9664	~~859/331-0276~~ <u>859-331-0276</u>
KY	<u>OPR</u>	<u>Harper, Charles Stedman III (Chase)</u>	<u>1300 US Highway 127 S Ste F</u>	<u>Frankfort</u>	<u>40601-4395</u>	<u>502-234-5222</u>
KY	OPR	~~Brent~~ -Dennard, <u>John Brent (Brent)</u>	101 Tiger Way	Georgetown	40324-9317	~~502/863-6767~~ <u>502-863-6767</u>
KY	OPR	~~Jeromy~~ -Thompson, <u>Jeromy S. (Jeromy)</u>	4250 Fort Campbell Blvd	Hopkinsville	42240-9113	~~270/890-0042~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~772-930-0042~~
KY	OPR	~~Matt~~ Briggs, Matthew V. (Matt)	11801 Plantside Dr	Jeffersontown	40299-6328	~~502/212-0008~~ 502-212-0008
KY	OPR	~~Blake~~ Dennard, Blake Andrew (Blake)	4275 Harrodsburg Rd	Lexington	40513-1368	~~859/440-2033~~ 859-440-2033
KY	OPR	~~David~~ Hall, David Gary (David)	295 W New Circle Rd	Lexington	40505-1425	~~859/904-9924~~ 859-904-9924
KY	OPR	~~Jeff~~ StrykerLong, Roderick Allen (Roderick)	~~2025 Harrodsburg Rd~~ 1863 Plaudit Pl	Lexington	~~40504-35034~~ 0509-2429	~~859/373-0007~~ 859-543-0063
KY	OPR	Long, Roderick Allen (Roderick)	2299 Richmond Rd	Lexington	40502-1306	859-335-9856
KY	OPR	~~Jeff~~ Stryker, Jeffrey Earl (Jeff)	2514 Nicholasville Rd	Lexington	40503-3306	~~859/278-0003~~ 859-278-0003
KY	OPR	~~Joseph~~ TurnerStryker, Jeffrey Earl (Jeff)	~~3404 Nicholasville Rd~~ 2025 Harrodsburg Rd Ste FC5A	Lexington	~~40503-36674~~ 0504-3503	~~859/272-2614~~ 859-373-0007
KY	OPR	~~Roderick~~ LongTurner, Joseph Michael (Joseph)	~~1863 Plaudit Pl~~ 3401 Nicholasville Rd Ste Fc5a	Lexington	~~40509-24294~~ 0503-3667	~~859/543-0063~~ 859-272-2614
KY	OPR	~~Roderick~~ LongBowles, Lawrence Edward Jr. (Ed)	~~2299 Richmond~~ 7901 Bardstown Rd	~~Lexington~~ Louisville	~~40502-13064~~ 0291-3437	~~859/335-9856~~ 502-231-1191
KY	OPR	~~Bruce~~ SmithBriggs, Matthew V. (Matt)	~~40501 Westport~~ 13313 Shelbyville Rd	Louisville	~~40241-19994~~ 0223-3933	~~502/339-0505~~ 502-253-0053
KY	OPR	~~Bruce~~ SmithCarrico, Anthony J. (Tony)	~~5000 Shelbyville Rd Ste 1630~~ 2350 Shane Dr	Louisville	~~40207-53314~~ 0220-4050	~~502/259-9484~~ 502-491-7707
KY	OPR	~~Bruce~~ SmithCarrico, Anthony J. (Tony)	~~5004 Shelbyville~~ 3420 Bardstown Rd	Louisville	~~40207-33074~~ 0218-4608	~~502/894-8092~~ 502-459-0070
KY	OPR	~~Ed~~ BowlesChilds, Micah Martin (Micah)	~~7904 Bardstown Rd~~ 10501 Preston Hwy	Louisville	~~40291-34374~~ 0229-2246	~~502/231-1191~~
KY	OPR	~~Matt~~ BriggsChilds, Micah Martin (Micah)	~~13313 Shelbyville Rd~~ 4925 Outer Loop	Louisville	~~40223-39334~~ 0219-4051	~~502/253-0053~~ 502-969-5090
KY	OPR	~~Micah~~ ChildsFerree, Richard Michael (Richard)	~~4925 Outer Loop~~ 962 Breckenridge Ln	Louisville	~~40219-40514~~ 0207-4619	~~502/969-5090~~ 502-213-8460
KY	OPR	~~Ryan~~ Fitzgerald, Ryan R. (Ryan)	6630 Dixie Hwy	Louisville	40258-3910	~~502/935-6500~~ 502-935-6500
KY	OPR	~~Tony~~ CarricoSmith, Bruce Timothy (Bruce)	~~2350 Shane Dr~~ 7405 New La Grange Rd # B	Louisville	~~40220-40504~~ 0222-4813	~~502/491-7707~~ 502-907-3335
KY	OPR	~~Tony~~ CarricoSmith, Bruce Timothy (Bruce)	~~3420 Bardstown~~ 10501 Westport Rd	Louisville	~~40218-46084~~ 0241-1999	~~502/459-0070~~ 502-339-0505
KY	OPR	Smith, Bruce Timothy (Bruce)	5000 Shelbyville Rd Ste 1630	Louisville	40207-5331	502-259-9484
KY	OPR	Smith, Bruce Timothy (Bruce)	5001 Shelbyville Rd	Louisville	40207-3307	502-894-8092
KY	OPR	~~Britton~~ Smith, Britton E. (Britton)	95 Carothers Rd	Newport	41071-2415	~~859/491-4232~~ 859-491-4232
KY	OPR	~~Mark~~ Whiteman, Donald Mark (Mark)	4601 Frederica St	Owensboro	42301-7439	~~270/683-0907~~ 270-683-0907
KY	OPR	~~Lee~~ RichardsonPilgrim, Joshua Shane (Josh)	5101 Hinkleville Rd Ste 540	Paducah	42001-9067	~~270/442-0461~~ 270-442-0461
KY	OPR	~~Mark~~ Riley, Mark Keenan (Mark)	5193 Hinkleville Rd	Paducah	42001-9667	~~270/444-6061~~ 270-444-6061
KY	OPR	~~Kyle~~ Wells, Bradley Kyle (Kyle)	2072 Lantern Ridge Dr	Richmond	40475-6010	~~859/625-0388~~ 859-625-0388
KY	OPR	~~Christen~~ Bohanon, Jessica Christen (Christen)	2400 S Highway 27	Somerset	42501-2934	~~606/252-1232~~ 606-252-1232
LA	OPR	~~OPR~~ Alyssa Anderson, Alyssa Camille (Alyssa)	3437 Masonic Dr	Alexandria	71301-3686	~~318/473-9681~~ 318-473-9681
LA	OPR	~~Yvette~~ Duncan, Clothilda Yvette (Yvette)	1300 MacArthur Dr	Alexandria	71301-4019	~~318/767-2327~~ 318-767-2327
LA	OPR	~~Brad~~ Arton, Brad David (Brad)	3023 College Dr	Baton Rouge	70808-3118	~~225/929-6055~~ 225-929-6055
LA	OPR	~~Carlos~~ Gindi, Kerlous (Carlos)	6401 Bluebonnet Blvd Ste FC-10	Baton Rouge	70836-6401	~~225/892-9296~~ 225-892-9296
LA	OPR	~~Corey~~ TeemMouton, John Berchmann III (John)	~~5919 Creek Centre Dr~~ 1919 Millerville Rd	Baton Rouge	~~70820-60037~~ 0816-1406	~~225/960-2566~~ 225-272-4049
LA	OPR	Salomone, Gregory J. (Greg)	7055 Siegen Ln # 17	Baton Rouge	70809-4532	225-293-3993
LA	OPR	~~Greg~~ Salomone, Gregory J. (Greg)	15055 Airline Hwy	Baton Rouge	70817-7306	~~225/752-6637~~ 225-752-6637
LA	OPR	~~Greg~~ SalomoneTeem, Corey Scott (Corey)	~~7055 Siegen Ln # 17~~ 5919 Creek	Baton Rouge	~~70809-45327~~	~~225/293-3993~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

		~~John Mouton~~	~~Teem, Corey Scott (Corey)~~	~~1919 Millerville~~	~~1 N Stadium Rd~~	~~Baton Rouge~~	~~70826-2566~~	~~225-270-2566~~
LA	OPR	~~John Mouton~~	~~Teem, Corey Scott (Corey)~~	~~1919 Millerville~~	~~1 N Stadium Rd~~	~~Baton Rouge~~	~~70826-2566~~	~~225-270-2566~~
LA	OPR	~~John Roden~~	~~John Lee (John)~~	~~2601 Beene Blvd~~	~~Bossier City~~	~~71111-5495~~	~~318/746-2348~~	~~318-746-2348~~
LA	OPR	~~Lauren Nelson~~	~~Gonzalez, Richard Duane (Rick)~~	~~69280~~	~~912 N Highway 24~~	~~190~~	~~Covington~~	~~70433-7214~~
LA	OPR	~~Rick Nelson~~	~~Lauren Gonzalez (Lauren)~~	~~912 N~~	~~69280 Highway 190~~	~~21~~	~~Covington~~	~~70433-5148~~
LA	OPR	~~Jeffrey Holifield~~	~~Jeffrey Robert (Jeffrey)~~	~~2341 S Range Ave~~	~~Denham Springs~~	~~70726-5217~~	~~225/791-4411~~	~~225-791-4411~~
LA	OPR	~~Cody Salomone~~	~~Cody Matthew (Cody)~~	~~2119 W Highway 30~~	~~Gonzales~~	~~70737-5100~~	~~225/647-3464~~	~~225-647-3464~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

LA	TMP	~~Grayson~~	~~Grayson Key~~	~~Key~~	~~Zeller, Nathan~~	~~197 Westbank Expy Ste 1685~~	~~Gretna~~	~~70053-2507~~	~~504/513-7457~~
LA	OPR	~~Joe Pumilia~~	~~Joseph Gaspare II (Joe)~~	~~14150 Highway 190 W~~	~~1925 SW Railroad Ave~~	~~Hammond~~	~~70401-2898~~	~~985/340-9003~~	~~985-363-0591~~
LA	OPR	~~Joe Pumilia~~	~~Joseph Gaspare II (Joe)~~	~~1925 SW Railroad Ave~~	~~14150 Highway 190 W~~	~~Hammond~~	~~70403-6119~~	~~985/318-7778~~	~~985-363-0481~~
LA	OPR	~~Fernando Ruiz~~	~~Luis Fernando (Fernando)~~	~~1128 Manhattan Blvd~~	~~Harvey~~	~~70058-4560~~	~~504/374-0827~~	~~504-374-0827~~	~~985/223-2078~~
LA	OPR	~~Shannon Lewis~~	~~Shannon L. (Shannon)~~	~~1741 Martin Luther King Jr Blvd~~	~~Houma~~	~~70360-2409~~	~~985/223-2078~~	~~985-223-2078~~	~~985/601-2930~~
LA	OPR	~~Shannon Lewis~~	~~Shannon L. (Shannon)~~	~~984 Grand Caillou Rd~~	~~Houma~~	~~70363-5707~~	~~985/601-2930~~	~~985-601-2930~~	~~504/733-3007~~
LA	OPR	~~Jules Bolden~~	~~Bergeron, Hannah Rose (Hannah)~~	~~1141 S Clearview Pkwy~~	~~Jefferson~~	~~70121-1033~~	~~504/733-3007~~	~~504-733-3007~~	~~504/469-2300~~
LA	OPR	~~Chris Salomone~~	~~Christopher Michael (Chris)~~	~~2236 Veterans Blvd~~	~~Kenner~~	~~70062~~	~~504/469-2300~~	~~504-469-2300~~	~~985/244-7547~~
LA	OPR	~~Jasmine Spraggins~~	~~Jasmine Colette (Jasmine)~~	~~1525 W Airline Hwy~~	~~La Place~~	~~70068-3758~~	~~985/244-7547~~	~~985-244-7547~~	~~337/981-0721~~
LA	OPR	~~Arton, John L. (John)~~	~~5725 Johnston St # A266~~	~~Lafayette~~	~~70503-5307~~	~~337-981-0721~~	~~337/445-4575~~	~~337-445-4575~~	~~70501-1406~~
LA	OPR	~~John Arton~~	~~John L. (John)~~	~~101 Meadow Farm Rd~~	~~Lafayette~~	~~70508-7276~~	~~337/234-2323~~	~~337-205-8960~~	~~70503-5307~~
LA	OPR	~~John Arton~~	~~John L. (John)~~	~~3205 Louisiana Ave~~	~~5300 Johnston St~~	~~Lafayette~~	~~70501-1406~~	~~337/981-0721~~	~~337-557-9697~~
LA	OPR	~~John Arton~~	~~Milke, Austin Blake (Austin)~~	~~5725 Johnston St # A266~~	~~3205 Louisiana Ave~~	~~Lafayette~~	~~70605-1209~~	~~337/479-8007~~	~~337-479-8007~~
LA	OPR	~~David Griffin~~	~~David Brian (David)~~	~~3435 Nelson Rd~~	~~Lake Charles~~	~~70605-1209~~	~~985/951-4464~~	~~504/541-9037~~	~~504-541-9037~~
LA	OPR	~~Rick Gonzalez~~	~~Richard Duane (Rick)~~	~~3585 Highway 190~~	~~Mandeville~~	~~70471-3138~~	~~504/832-1787~~	~~504-456-3199~~	~~70002-4854~~
LA	OPR	~~Fernando Ruiz~~	~~Luis Fernando (Fernando)~~	~~4951 Lapalco Blvd~~	~~Marrero~~	~~70072-4320~~	~~504/832-1787~~	~~504-456-3199~~	~~0002-5627~~
LA	OPR	~~Hannah Bergeron~~	~~Carter, Joshua Hill (Josh)~~	~~3304~~	~~3870 Veterans Memorial Blvd Ste 78F~~	~~Metairie~~	~~70002-4854~~	~~504/456-3199~~	~~0002-5627~~
LA	OPR	~~Joshua Carter~~	~~Jackson, Rosalyn L. (Rosalyn)~~	~~3870~~	~~3301 Veterans Memorial Blvd Ste 78f~~	~~Metairie~~	~~70002-4854~~	~~504/832-1787~~	~~318/376-0942~~
LA	OPR	~~David Benson~~	~~David Alan (David)~~	~~4700 Millhaven Rd Ste 1098~~	~~Monroe~~	~~71203-7026~~	~~318/228-9154~~	~~318-228-9151~~	~~70560-6302~~
LA	OPR	~~Gilley~~	~~Leigh Ann Gilley (Leigh Ann)~~	~~440 Keyser Ave~~	~~Natchitoches~~	~~71457-5804~~	~~337/255-9843~~	~~337-255-9843~~	~~70113-1803~~
LA	OPR	~~OPRA~~	~~Austin Milke~~	~~Ausbrooks, Steven Keith (Steve)~~	~~1116 E Admiral Doyle Dr~~	~~New Iberia~~	~~70119-6830~~	~~504/276-2828~~	~~504-276-2828~~
LA	OPR	~~Ben McLeish~~	~~Benjamin F. (Ben)~~	~~4068 Tulane Ave~~	~~New Orleans~~	~~70113-1803~~	~~504/884-0821~~	~~504-884-0821~~	~~70131-8231~~
LA	OPR	~~Triplett, Sarah Watkins (Sarah)~~	~~4130 General Degaulle Dr~~	~~New Orleans~~	~~70131-8231~~	~~504-401-4487~~	~~70570~~	~~318/251-8471~~	~~318-251-8471~~
LA	OPR	~~Cook, Camille Alene Pere (Camille)~~	~~1119 E. Landry St~~	~~Opelousas~~	~~70570~~	~~318/251-8471~~	~~318-251-8471~~	~~71270-7303~~	~~318-251-8471~~
LA	OPR	~~Jeremy Telford~~	~~Jeremy Lane (Jeremy)~~	~~1206 Maxwell Blvd~~	~~Ruston~~	~~71270-7303~~	~~318-251-8471~~	~~318-251-8471~~	~~71270-7303~~

LA	OPR	~~Petersen~~ , <u>Gregory Alan (Greg)</u>	<u>9122 Mansfield Rd</u>	<u>Shreveport</u>	<u>71118-3123</u>	<u>318-693-1013</u>
LA	OPR	~~Brian~~ -Russell, <u>John Brian (Brian)</u>	7010 Youree Dr	Shreveport	71105-5109	~~318/797-4001~~ <u>318-797-4001</u>
LA	OPR	~~Nick~~ -Perniciaro, <u>Dominick Leon (Nick)</u>	1645 Gause Blvd	Slidell	70458-2209	~~985/288-4640~~ <u>985-288-4640</u>
LA	OPR	~~Bailey~~ -Luna, <u>Bailey Jean (Bailey)</u>	314 N Canal Blvd	Thibodaux	70301-2913	~~985/645-6436~~ <u>985-645-6436</u>
LA	OPR	~~David~~ -Benson, <u>David Alan (David)</u>	203 Thomas Rd	West Monroe	71291-7360	~~318/651-4448~~ <u>318-651-4448</u>
LA	OPR	~~David~~ -Benson, <u>David Alan (David)</u>	911 Glenwood Dr	West Monroe	71291-5500	~~318/376-0706~~ <u>318-376-0706</u>
MA	OPR	~~Matt~~ -DeMichele-Rigoni, <u>Matthew Allen (Matt)</u>	569 Boylston St	Boston	02116-3745	~~617/702-4848~~ <u>617-702-4848</u>
MA	OPR	~~Rob~~ -Grier, <u>Robert Lorne (Rob)</u>	542 Westgate Dr	Brockton	02301-1816	~~508/559-1573~~ <u>508-559-1573</u>
MA	OPR	~~Daniel~~ -Mitchell, <u>Daniel Jordan (Daniel)</u>	75 Middlesex Turnpike	Burlington	~~480301803~~	~~781/272-2110~~ <u>781-272-2110</u>
MA	OPR	~~Robert~~ -Hewes, <u>Robert (Robert)</u>	501 Memorial Dr	Chicopee	01020-5036	~~413/592-4500~~ <u>413-592-4500</u>
MA	OPR	~~Chad~~ -Sargent, <u>Chad Michael (Chad)</u>	140 Providence Hwy	Dedham	02026-1809	~~781/320-8127~~ <u>781-320-8127</u>
MA	OPR	<u>Gallagher</u> , Julie ~~Gallager~~ <u>Marie (Julie)</u>	700 William S Canning Blvd	Fall River	02721-2395	~~508/504-8845~~ <u>508-504-8845</u>
MA	OPR	~~Mark~~ -Parker, <u>Mark R. (Mark)</u>	359 Cochituate Rd	Framingham	~~01701-46070~~ <u>1701-4678</u>	~~508/875-0405~~ <u>508-875-0405</u>
MA	TMP	~~Seth-Rizer~~ <u>Alaboosi, Abdullah</u>	1835 Washington St	Hanover	02339-1666	~~781/826-2468~~ <u>781-826-2468</u>
MA	<u>OPR</u>	~~OPR~~ <u>Annemarie</u> Reissner, <u>Annemarie F. (Annemarie)</u>	155 Enterprise Rd	Hyannis	02601-2212	~~508/775-0001~~ <u>508-775-0001</u>
MA	OPR	~~Mike~~ -Lawson, <u>Michael S. (Mike)</u>	36 Apex Dr	Marlborough	01752-1850	~~508/251-0402~~ <u>508-251-0402</u>
MA	OPR	~~Grant~~ -Stoffel, <u>Grant Edward (Grant)</u>	73 Pleasant Valley St	Methuen	01844-7202	~~978/872-1424~~ <u>978-872-1421</u>
MA	OPR	~~Jordan~~ -Diamond, <u>Jordan Chase (Jordan)</u>	210 Andover St	Peabody	01960-1647	~~978/977-0740~~ <u>978-977-0740</u>
MA	OPR	~~Allen~~ -Lerner, <u>Allen Philip (Allen)</u>	49 Commerce Way	Plymouth	02360-7252	~~508/747-7625~~ <u>508-747-7625</u>
MA	OPR	~~Jonas~~ -Williams, <u>Jonas Randall (Jonas)</u>	1100 Fall River Ave	Seekonk	02771-5942	~~508/336-4396~~ <u>508-336-4396</u>
MA	OPR	~~Chris~~ -Apple, <u>Christopher Earl (Chris)</u>	252 Washington St	South Attleboro	02703-5595	~~508/399-8811~~ <u>508-399-8811</u>
MA	OPR	~~Mike~~ -Lawson, <u>Michael S. (Mike)</u>	286 Turnpike Rd	Westborough	01581-2812	~~508/366-8407~~ <u>508-366-8407</u>
MA	OPR	~~Mike~~ -Rose, <u>Michael F. (Mike)</u>	375 Washington St	Woburn	01801-2116	~~781/939-3177~~ <u>781-939-3177</u>
MA	OPR	~~Chris~~ -Spring, <u>Christopher Albert (Chris)</u>	80 Gold Star Blvd	Worcester	01606-2834	~~508/459-9852~~ <u>508-459-9852</u>
MD	OPR	~~Michael~~ -McFerren, <u>Michael Gerard (Michael)</u>	1001 Beards Hill Rd	Aberdeen	21001-2254	~~410/272-2297~~ <u>410-272-2297</u>
MD	OPR	~~Michael~~ -McFerren, <u>Michael Gerard (Michael)</u>	408 Constant Friendship Blvd	Abingdon	21009-2566	~~410/569-3153~~ <u>410-569-3153</u>
MD	OPR	~~Michael~~ -Edmonds, <u>Michael Neal (Michael)</u>	1035 Annapolis Mall	Annapolis	21401-3062	~~410/266-6722~~ <u>410-266-6722</u>
MD	OPR	~~Michael~~ -Edmonds, <u>Michael Neal (Michael)</u>	2025 Somerville Rd	Annapolis	21401-3725	~~410/266-0008~~ <u>410-266-0008</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

MD	OPR	~~Chris~~ -Schenck, <u>William Christopher (Chris)</u>	101 College Pkwy	Arnold	21012-1857	~~410/777-2167~~ <u>410-777-2167</u>
MD	OPR	~~Amanda-Butler~~ <u>Alderson, Danielle Gwendolyn (Danielle)</u>	~~3809 Boston St~~ <u>7907 Eastern Ave</u>	Baltimore	~~21224-57442~~ <u>1224-2141</u>	~~410/276-0515~~ <u>410-288-2211</u>
<u>MD</u>	<u>OPR</u>	<u>Barge, William James III (William)</u>	<u>6975 Security Blvd</u>	<u>Baltimore</u>	<u>21244</u>	
MD	OPR	~~Amanda~~ -Butler, <u>Amanda Hanes (Amanda)</u>	400 E Pratt St	Baltimore	21202-3116	~~410/244-6120~~ <u>410-244-6120</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

MD	OPR	~~Daniel~~ ~~Greene~~ ~~Amanda~~ ~~John~~ ~~Ly~~ ~~Greene~~ ~~John R. Jr. (Johnie)~~	~~7907 Eastern Ave~~ ~~3809 Boston St~~	Baltimore	~~21224-5714~~ ~~410-276-0515~~
MD	OPR	~~Hung~~ ~~Ly~~ ~~Greene~~ ~~John R. Jr. (Johnie)~~	~~8867 Belair Rd~~ ~~3599 Washington Blvd~~	Baltimore	~~21236-2404~~ ~~410/248-1400~~ ~~1227-1625~~ ~~410-737-8171~~
MD	~~TMP~~ ~~OPR~~	~~Jesse~~ ~~Broniszewski~~ ~~Hotek~~ ~~Elias John (Elias)~~	8200 Perry Hall Blvd	Baltimore	21236-4901 ~~410/931-8642~~ ~~410-931-8642~~
MD	OPR	~~Johnie~~ ~~Greene~~ ~~Ly~~ ~~Hung Q. (Hung)~~	~~3599 Washington Blvd~~ ~~8867 Belair Rd~~	Baltimore	~~21227-1625~~ ~~410/737-8171~~ ~~1236-2404~~ ~~410-248-1400~~
MD	OPR	~~Steve~~ ~~Pavlosky~~ ~~Stephen J. (Steve)~~	5198 Campbell Blvd	Baltimore	21236-5030 ~~410/931-0031~~ ~~410-931-0031~~
MD	OPR	~~William~~ ~~Barge~~	~~6975 Security Blvd~~	~~Baltimore~~	~~21244-2413~~ ~~240/930-1812~~
MD	OPR	~~Randy~~ ~~Eastep~~ ~~Charles Randall Jr. (Randy)~~	408 Baltimore Pike	Bel Air	21014-4304 ~~410/638-0070~~ ~~410-638-0070~~
MD	OPR	~~Tiffany~~ ~~Burgess~~ ~~Tiffany Denise (Tiffany)~~	7101 Democracy Blvd Spc 2122	Bethesda	20817-1067 ~~301/365-6764~~ ~~301-365-6764~~
MD	OPR	~~Monica~~ ~~Snyder~~ ~~Frey~~ ~~William Spencer~~ ~~(Spencer)~~	~~16503 Ballpark Rd~~ ~~10631 Martin Luther King Jr Hwy~~	Bowie	~~20716-3681~~ ~~301/860-1211~~ ~~0720-4217~~ ~~301-805-9881~~
MD	OPR	~~Rob~~ ~~Herold~~ ~~Robert Edward (Rob)~~	15505 Annapolis Rd	Bowie	20715-3003 ~~301/781-6111~~ ~~301-781-6111~~
MD	OPR	~~Spencer~~ ~~Frey~~ ~~Pittman~~ ~~LaVance J. (Vance)~~	~~10631 Martin Luther King Jr Hwy~~ ~~2027 Saint Josephs Dr~~	Bowie	~~20720-4217~~ ~~301/805-9881~~ ~~0721-1890~~ ~~301-263-6716~~
MD	OPR	~~Snyder~~ ~~Monica A. (Monica)~~	~~16503 Ballpark Rd~~	~~Bowie~~	~~20716-3681~~ ~~301-860-1211~~
MD	OPR	~~Ryan~~ ~~Patrylo~~ ~~Ryan D. (Ryan)~~	16003 Crain Hwy	Brandywine	20613-8082 ~~301/782-4033~~ ~~301-782-4033~~
MD	OPR	~~Stephanie~~ ~~Witte~~ ~~Stephanie Stearns (Stephanie)~~	45150 First Colony Way	California	20619-2415 ~~301/862-1018~~ ~~301-862-1018~~
MD	OPR	~~Christian~~ ~~Albert~~ ~~Philip C. (Christian)~~	705 Cambridge Marketplace	Cambridge	21613-2531 ~~443/249-2375~~ ~~443-249-2375~~
MD	OPR	~~Keith~~ ~~Singletary~~ ~~Keith Nathaniel Sr. (Keith)~~	9121 Alaking Ct	Capitol Heights	20743-5041 ~~301/324-9515~~ ~~301-324-9515~~
MD	OPR	~~William~~ ~~Barge~~ ~~William James III (William)~~	5668 Baltimore National Pike	Catonsville	21228-1401 ~~410/788-4063~~ ~~410-788-4063~~
MD	OPR	~~Chris~~ ~~David~~ ~~Christopher Michael (Chris)~~	1845 Main St	Chester	21619-2605 ~~410/643-6907~~ ~~410-643-6907~~
MD	OPR	~~Nick~~ ~~Jones~~ ~~Nicholas Martin (Nick)~~	6395 10 Oaks Rd	Clarksville	21029-1104 ~~410/531-1930~~ ~~410-531-1930~~
MD	OPR	~~Ryan~~ ~~Patrylo~~ ~~Ryan D. (Ryan)~~	8813 Woodyard Rd	Clinton	20735-2754 ~~301/856-3838~~ ~~301-856-3838~~
MD	OPR	~~Mike~~ ~~Hutton~~ ~~Michael Allen (Mike)~~	10142 York Rd	Cockeysville	21030-3306 ~~410/667-1994~~ ~~410-667-1994~~
MD	~~TMP~~	~~Watson~~ ~~Daniel~~	~~7242 Baltimore Ave~~	~~College Park~~	~~20740-3204~~ ~~240-696-2885~~
MD	OPR	~~Joe~~ ~~Dinoto~~ ~~Joseph Michael Sr. (Joe)~~	4905 Executive Park Dr	Columbia	21045-2155 ~~410/992-0204~~ ~~410-992-0204~~
MD	OPR	~~Joe~~ ~~Dinoto~~ ~~Joseph Michael Sr. (Joe)~~	6375 Dobbin Rd	Columbia	21045-4738 ~~410/715-1103~~ ~~410-715-1103~~
MD	OPR	~~Matt~~ ~~Lohr~~ ~~Matthew David (Matt)~~	10300 Little Patuxent Pkwy Ste 1335	Columbia	21044-7038 ~~410/730-9953~~ ~~410-730-9953~~
MD	TMP	~~Daniel~~ ~~Bridgman~~ ~~Oakley~~ ~~Joseph Aaron~~	221 Williams St	Cumberland	21502-3537 ~~301/722-0086~~ ~~301-722-0086~~
MD	OPR	~~Trevelle~~ ~~Harvey~~ ~~Trevelle D. (Trevelle)~~	5502 Silver Hill Rd	District Heights	20747-2041 ~~301/735-0602~~ ~~301-735-0602~~
MD	OPR	~~Matt~~ ~~Gibson~~ ~~Matthew R. (Matt)~~	28632 Marlboro Ave	Easton	21601-2793 ~~410/820-6522~~ ~~410-820-6522~~
MD	OPR	~~Michael~~ ~~Edmonds~~ ~~Michael Neal (Michael)~~	3220 Solomons Island Rd	Edgewater	21037-1704 ~~410/956-0402~~ ~~410-956-0402~~
MD	OPR	~~Tom~~ ~~McAuliffe~~ ~~Thomas Francis (Tom)~~	6032 Sykesville Rd	Eldersburg	21784-6000 ~~410/552-0353~~ ~~410-552-0353~~
MD	OPR	~~Harry~~ ~~Marcus~~ ~~Harry Vicilious Jr. (Harry)~~	1100 E Pulaski Hwy	Elkton	21921-2167 ~~410/392-9494~~ ~~410-392-9494~~
MD	OPR	~~Randy~~ ~~Eastep~~ ~~Charles Randall Jr. (Randy)~~	1980 Rock Spring Rd	Forest Hill	21050-2605 ~~410/838-3333~~ ~~410-838-3333~~
MD	~~OPR~~	~~OPR~~ ~~Aaron~~ ~~Crunkilton~~ ~~Aaron W. (Aaron)~~	5501 Urbana Pike	Frederick	21704-7277 ~~301/668-5353~~ ~~301-668-5353~~
MD	OPR	~~Dwight~~ ~~Sones~~ ~~Dwight Conrad (Dwight)~~	2401 Monocacy Blvd	Frederick	21701-3275 ~~240/529-1400~~ ~~240-529-1400~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

MD	OPR	~~Richard~~ Munguia, ~~Maylin~~ Calcano (~~Maylin~~)	104 Main St	Garthersburg	20878-3573	~~240-631-9013~~ 240-631-9013
<u>MD</u>	<u>OPR</u>	<u>Munguia, Richard Mike (Richard)</u>	<u>705 Progress Way</u>	<u>Gaithersburg</u>	<u>20879-3134</u>	<u>240-261-4139</u>
MD	OPR	~~Brian~~ -Smith, ~~Brian~~ Paul (~~Brian~~)	2615 Brandermill Blvd	Gambrills	21054-1645	~~410/451-7166~~ 410-451-7166
MD	OPR	~~Brian~~ -Smith, ~~Brian~~ Paul (~~Brian~~)	2691 Carver Rd	Gambrills	21054-1716	~~410/721-2105~~ 410-721-2105
MD	OPR	~~Anderson~~ , Kayla ~~Marie~~ Smith (~~Kayla~~)	19945 Century Blvd	Germantown	20874-7120	~~240/686-1110~~ 240-686-1110
MD	OPR	~~Billy~~ -McGrath, ~~William~~ Kenneth (~~Billy~~)	6709 Ritchie Hwy	Glen Burnie	21061-2318	~~410/590-9484~~ 410-590-9484
<u>MD</u>	<u>OPR</u>	<u>Scott, Randy Duane (Randy)</u>	<u>10510 Vida Drive</u>	<u>Hagerstown</u>	<u>21740</u>	<u>301-745-6534</u>
MD	OPR	~~Randy~~ -Scott, ~~Randy~~ Duane (~~Randy~~)	1680 Wesel Blvd	Hagerstown	21740-5387	~~301/393-3755~~ 301-393-3755
MD	OPR	~~Joe~~ -Dinoto, ~~Joseph~~ Michael Jr. (~~Joe~~)	7055 Arundel Mills Cir	Hanover	21076-1387	~~410/799-2812~~ 410-799-2812
MD	OPR	~~Mike~~ -Hutton, ~~Michael~~ Allen (~~Mike~~)	6 Hyland Ave	Hunt Valley	21030-1395	~~410/771-1237~~ 410-771-1237
<u>MD</u>	<u>OPR</u>	<u>Chesson, Jessie Adele (Jessie)</u>	<u>6150 Annapolis Rd</u>	<u>Hyattsville</u>	<u>20784-1306</u>	<u>301-341-0022</u>
MD	OPR	~~John~~ -Flatley, ~~John~~ Joseph Jr. (~~John~~)	107 Drury Dr	La Plata	20646-4262	~~301/934-3822~~ 301-934-3822
MD	OPR	~~Keith~~ -Singletary, ~~Keith~~ Nathaniel Sr. (~~Keith~~)	1040 Shoppers Way	Largo	20774-4813	~~301/333-1981~~ 301-333-1981
MD	OPR	~~Chris~~ -Dinoto, ~~Christopher~~ Michael (~~Chris~~)	~~13600 Baltimore Ave Ste 600~~ <u>Corridor Market Place</u>	Laurel	~~20707-9498~~ <u>0724-2375</u>	~~301/483-6441~~ 301-483-6466
MD	OPR	~~Chris~~ -Dinoto, ~~Christopher~~ Michael (~~Chris~~)	~~3366 Corridor Market Place~~ <u>Baltimore Ave Ste 600</u>	Laurel	~~20724-2375~~ <u>0707-9498</u>	~~301/483-6466~~ 301-483-6441
MD	OPR	~~Richard~~ -Plank, ~~Richard~~ Owen (~~Richard~~)	10975 Johns Hopkins Rd	Laurel	20723-6002	~~301/497-4497~~ 301-497-4497
MD	OPR	~~Bill~~ -Boyer, ~~William~~ George (~~Bill~~)	12101 Winchester Rd	Lavale	21502-7688	~~301/729-2004~~ 301-729-2004

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

MD	OPR	~~Billy~~ -McGrath, ~~William~~ Kenneth (~~Billy~~)	1610 W Nursery Rd	~~Lithian~~ ~~Heights~~ ~~High~~ ~~2002~~ <u>21</u>	~~21090-2290~~	~~410/859-2300~~ 410-859-2300
MD	OPR	~~Doug~~ -Honbarrier, ~~Douglas~~ Robert (~~Doug~~)	1202 Martin Blvd	Middle River	21220-4148	~~410/686-5858~~ 410-686-5858
MD	OPR	~~Jason~~ -Bearinger, ~~Jason~~ David (~~Jason~~)	1705 Ridgeside Dr	Mount Airy	21771-5387	~~301/818-0199~~ 301-818-0199
MD	OPR	~~Hunter~~ -Caudill, ~~Hunter~~ Shope (~~Hunter~~)	12901 Ocean Gtwy	Ocean City	21842-9505	~~410/213-1825~~ 410-213-1825
MD	<u>OPR</u>	~~OPR~~ ~~Arlington~~ Duncan, ~~Arlington~~ Steven (~~Arlington~~)	18115 Georgia Ave	Olney	20832-1401	~~301/774-6490~~ 301-774-6490
MD	OPR	~~Paul~~ -Xiong ~~Johnson~~ , ~~William~~ Sean (~~Sean~~)	~~10170 Reisterstown Rd~~ <u>10480 Owings Mills Blvd</u>	Owings Mills	~~21117-3815~~ <u>1117-7810</u>	~~410/363-3014~~ 443-394-6070
MD	OPR	~~Sean~~ - ~~Johnson~~ Xiong, Keng Kue (~~Paul~~)	~~10480 Owings Mills Blvd~~ <u>Reisterstown Rd</u>	Owings Mills	~~21117-7810~~ <u>1117-3815</u>	~~443/394-6070~~ 410-363-3014
MD	OPR	~~Hung~~ -Ly, ~~Hung~~ Q. (~~Hung~~)	2008 E Joppa Rd	Parkville	21234-2802	~~410/668-2444~~ 410-668-2444
MD	OPR	~~Patrick~~ -Cozadd, ~~Patrick~~ Allen (~~Patrick~~)	8110 Jumpers Hole Rd	Pasadena	21122-1082	~~410/760-2697~~ 410-760-2697
MD	OPR	~~Todd~~ -Smith, ~~Todd~~ Alan (~~Todd~~)	806 Solomons Island Rd N	Prince Frederick	20678-3919	~~443/968-3939~~ 443-968-3939
MD	OPR	~~Brian~~ -Kellner, ~~Brian~~ Christopher (~~Brian~~)	12001 Reisterstown Rd	Reisterstown	21136-3052	~~410/526-3863~~ 410-526-3863
<u>MD</u>	<u>OPR</u>	<u>Burgess, Tiffany Denise (Tiffany)</u>	<u>12001 Rockville Pike</u>	<u>Rockville</u>	<u>20852-1603</u>	<u>301-881-1726</u>
MD	OPR	~~Brad~~ -Wood, ~~John~~ Bradshaw II (~~Brad~~)	1401 Research Blvd	Rockville	20850-3159	~~301/251-4000~~ 301-251-4000
MD	OPR	~~Tiffany~~ - ~~Burgess~~ Gibson, ~~Robert~~ Ernest III (~~Rob~~)	~~12001 Rockville Pike~~ <u>2736 N Salisbury Blvd</u>	~~Rockville~~ <u>Salisbury</u>	~~20852-1603~~ <u>1801-2143</u>	~~301/881-1726~~ 410-543-0206
MD	OPR	~~Rob~~ -Gibson, ~~Robert~~ Ernest III (~~Rob~~)	2300 N Salisbury Blvd Ste G115	Salisbury	21801-7831	~~410/543-8535~~ 410-543-8535

MD	OPR	~~Rob~~ -Gibson	2736 N Salisbury Blvd	Salisbury	21801-2143	410/543-0206
MD	OPR	~~Joe~~ -Dinoto, <u>Joseph Michael Jr. (Joe)</u>	7831 Quarterfield Park Road	Severn	21144	410/969-8272 410-969-8272
MD	OPR	~~Chris~~ -Schenck, <u>William Christopher (Chris)</u>	511 Ritchie Hwy	Severna Park	21146-2924	410/647-6232 410-647-6232
MD	OPR	~~Oyeniya~~ , <u>Atinuke A (Tina)</u>	12289 Tech Rd	Silver Spring	20904-1901	301-960-1195
MD	OPR	~~Parker~~ , <u>Terrance M. (T.J.-Parker)</u>	825 Ellsworth Dr Lot D1-A	Silver Spring	20910-4438	301/588-2915 301-588-2915
MD	OPR	~~Terrell~~ -Daniel	12289 Tech Rd	Silver Spring	20904-1901	301/960-1195
MD	OPR	~~Natalie~~ -Martz, <u>Natalie Kay (Natalie)</u>	825 Dulaney Valley Rd Ste 3285	Towson	21204-3204	410/296-4950 410-296-4950
MD	OPR	~~Ken~~ -Weikel, <u>Kenneth Franklin (Ken)</u>	3365 3710 Crain Hwy Highway	Waldorf	20603-4857 0603	301/632-9776 240-210-8797
MD	OPR	~~Ken~~ -Weikel, <u>Kenneth Franklin (Ken)</u>	3710 3365 Crain Highway Hwy	Waldorf	20603 20603-4857	240/210-8797 301-632-9776
MD	OPR	~~McDaniel~~ , <u>Phillip Jason (P.J.-McDaniel)</u>	144 Englar Rd	Westminster	21157-4858	410/871-2752 410-871-2752
ME	OPR	~~Todd~~ -Schultz, <u>Todd (Todd)</u>	605 Stillwater Ave	Bangor	04401-3523	207/262-3725 207-262-3725
ME	OPR	~~Brad~~ -Terrell, <u>James Bradley (Brad)</u>	94 Rock Row	Westbrook	04092-4854	207/550-2161 207-550-2161
MI	OPR	~~Brad~~ -Lunsford, <u>Bradley Christopher (Brad)</u>	3355 Fairlane Dr	Allen Park	48101-2874	313/982-9926 313-982-9926
MI	OPR	~~Tyler~~ -DeKoekkoek, <u>Tyler James (Tyler)</u>	6083 B Dr N	Battle Creek	49014-8367	269/468-5454 269-468-5454
MI	OPR	~~McKay~~ , <u>Gregory Allen (Greg)</u>	3140 Miller Road	Flint	48507	810-292-0830
MI	OPR	~~Brad~~ -Spurlin <u>Ochsner, Jamie Noel (Jamie)</u>	1545 Edgeknoll Dr 5525 28th St SE	Grand Rapids	49508-7183 9512-2053	616/656-6000 616-600-1437
MI	OPR	~~Jamie~~ -Ochsner, <u>Jamie Noel (Jamie)</u>	2750 E Beltline Ave SE	Grand Rapids	49546-5914	616/464-2697 616-464-2697
MI	OPR	~~Shane~~ , <u>Todd Alan (Todd)</u>	3461 Alpine Ave NW	Grand Rapids	49544-1633	616-327-8046
MI	OPR	~~Jamie~~ -Ochsner <u>Spurlin, Richard B. (Brad)</u>	5525 28th St 1545 Edgeknoll Dr SE	Grand Rapids	49512-2053 9508-7183	616-656-6000
MI	OPR	~~Shaun~~ -Page, <u>Shaun Jacob (Shaun)</u>	2332 N Park Dr	Holland	49424-9599	616/355-9933 616-355-9933
MI	OPR	~~Idris~~ -Rashid, <u>Idris Yasin Abdur (Idris)</u>	4748 W Main St	Kalamazoo	49006-2688	269/337-1880 269-337-1880
MI	OPR	~~Kate~~ -McNerney, <u>Katherine Ann (Kate)</u>	5617 W Saginaw Hwy	Lansing	48917-2456	517/321-7800 517-321-7800
MI	OPR	~~Brown~~ , <u>Vikki Hardy (Vikki)</u>	11700 Middlebelt Rd	Livonia	48150-2389	734-744-3337
MI	TMP OP R	~~Dustin~~ -Schultes, <u>Dustin Cody (Dustin)</u>	2071 N Telegraph Rd	Monroe	48162-8947	734/344-4446 734-344-4446
MI	OPR	~~Phil~~ -Whitsel, <u>Philip Ryan (Phil)</u>	20135 Haggerty Rd	Northville	48167-1999	248/465-0065 248-465-0065
MI	OPR	~~Matt~~ -Lewis, <u>Matthew Kenneth (Matt)</u>	5607 Harvey St	Norton Shores	49444-7735	231/799-0107 231-799-0107
MI	OPR	~~Michael~~ -Killian, <u>Michael A. II (Michael)</u>	27750 Novi Rd	Novi	48377-3422	734/456-2025 248-993-0025
MI	OPR	~~Nick~~ -Biggee, <u>Nicholas C. (Nick)</u>	2075 W Grand River Ave	Okemos	48864-1706	855/692-7474 855-692-7474
MI	OPR	~~Idris~~ -Rashid, <u>Idris Yasin Abdur (Idris)</u>	6202 S Westnedge Ave	Portage	49002-2810	269/327-0877 269-327-0877
MI	OPR	~~Dennis~~ -Sampier, <u>Dennis George (Dennis)</u>	13811 Hall Rd	Shelby Township Township 31560	48315-6102	586/840-1311 248-707-2695
MI	TMP OP R	~~Matthew~~ -Leverett, <u>Matthew Lamar (Matthew)</u>	28588 Telegraph Rd	Southfield	48034-7505	313/654-0410 248-480-7912
MI	OPR	~~Sautter~~ , <u>Anthony Joseph (Anthony)</u>	22250 Eureka Rd	Taylor	48180-5233	
MI	OPR	~~Chris~~ -Ramsey, <u>Christopher J. (Chris)</u>	2700 N US Highway 31 S	Traverse City	49684-4527	231/493-8881 231-493-8881
MI	TMP OP R	~~Engstrom~~ , <u>Kacey Mayse Lynn (Kacey)</u>	2800 W Big Beaver Rd Ste Y-323	Troy	48084-3224	248/930-0135 248-930-0135
MI	OPR	~~Tim~~ -Hiller, <u>Timothy Daniel (Tim)</u>	356 Wilson Ave NW	Walker	49534-3555	616/453-7045 616-453-7045

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

MI	OPR	~~Cody~~ Gibson, <u>Cody Mitchell (Cody)</u>	20200 West Rd	Woodhaven	48183-3321	~~734/228-8736~~ <u>734-308-8736</u>
MI	OPR	~~Kristen~~ Jay, <u>Kristen Booher (Kristen)</u>	700 54th St SW	Wyoming	49509-9526	~~616/534-2964~~ <u>616-534-2961</u>
MN	OPR	~~Ryan~~ Blanch, <u>Ryan Joseph (Ryan)</u>	7480 153rd St W	Apple Valley	55124-7040	~~952/431-4445~~ <u>952-431-4445</u>
MN	<u>OPR</u>	~~OPR~~ Alex Wilson, <u>Alexander Melvin (Alex)</u>	3855 Lexington Ave N	Arden Hills	55126-2936	~~651/486-3988~~ <u>763-438-7095</u>
<u>MN</u>	<u>OPR</u>	<u>McLaughlin, Alexander Maurice (Alex)</u>	<u>12331 Ulysses St NE</u>	<u>Blaine</u>	<u>55434</u>	<u>763-225-1685</u>
MN	TMP	~~Logan Hernandez~~ <u>Goldbranson, Elijah</u>	595 Northtown Dr NE	Blaine	55434-1044	~~763/786-5389~~ <u>763-786-5389</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

MN	OPR	~~Reid~~ Dorsett, <u>Nathan Reid (Reid)</u>	~~2500 W 79th St~~ <u>354 Central Pkwy</u>	Bloomington	~~55431-1280~~ <u>5425-2570</u>	~~952/888-0488~~ <u>952-854-1557</u>
MN	OPR	~~Reid~~ Dorsett, <u>Nathan Reid (Reid)</u>	~~354 Central Pkwy~~ <u>2500 W 79th St</u>	Bloomington	~~55425-2570~~ <u>5431-1280</u>	~~952/854-1557~~ <u>952-888-0488</u>
MN	OPR	~~Brandon~~ Luffman, <u>Brandon Kyle (Brandon)</u>	9751 Xenia Ave N	Brooklyn Park	55443-2384	~~763/315-1010~~ <u>763-315-1010</u>
MN	<u>OPR</u>	~~OPR~~ Andrew Johnson, <u>Andrew Vern (Andrew)</u>	1200 County Road 42 W	Burnsville	55337-4431	~~952/898-3410~~ <u>952-898-3410</u>
MN	<u>OPR</u>	~~OPR~~ Andrew Armstrong, <u>Andrew James (Andrew)</u>	445 W 79th St	Chanhassen	55317-4505	~~952/937-7557~~ <u>952-937-7557</u>
MN	<u>OPR</u>	~~OPR~~ Alex McLaughlin, <u>Alexander Maurice (Alex)</u>	3590 River Rapids Dr NW	Coon Rapids	55448-4100	~~763/323-9978~~ <u>763-323-9978</u>
MN	OPR	~~Nick~~ Murad, <u>Nicholas Joseph (Nick)</u>	3420 Promenade Ave	Eagan	55123-4404	~~651/686-0041~~ <u>651-686-0041</u>
<u>MN</u>	<u>OPR</u>	<u>Armstrong, Andrew James (Andrew)</u>	<u>12350 Castlemoor Drive</u>	<u>Eden Prairie</u>	<u>55344</u>	<u>952-247-4044</u>
MN	OPR	~~Nancy~~ Christman, <u>Nancy Lynn (Nancy)</u>	11820 Fountains Way	Maple Grove	55369-7203	~~763/307-0375~~ <u>763-307-0375</u>
MN	OPR	~~Jonathan~~ Wright, <u>Jonathan Maxwell (Jonathan)</u>	3045 White Bear Ave N	Maplewood	55109-1309	~~651/777-2329~~ <u>651-777-2329</u>
MN	OPR	~~Kevin~~ Watts, <u>Kevin Thomas (Kevin)</u>	615 Washington Ave SE	Minneapolis	55414-2931	~~612/643-9770~~ <u>612-643-9770</u>
MN	<u>TMP</u> <u>OPR</u>	~~Scott~~ Peterson, <u>Scott Erik (Scott)</u>	3005 Harbor Ln N	Plymouth	55447-5103	~~763/317-9200~~ <u>763-317-9200</u>
MN	OPR	~~Matt~~ Stockdale, <u>Matthew James (Matt)</u>	1201 Broadway Ave S	Rochester	55904-3862	~~507/289-2669~~ <u>507-289-2669</u>
MN	<u>OPR</u>	~~OPR~~ Alex Wilson, <u>Alexander Melvin (Alex)</u>	2090 Snelling Ave N	Roseville	55113-6001	~~651/636-0144~~ <u>651-636-0144</u>
MN	OPR	~~Doug~~ Marshall, <u>Roger Douglas (Doug)</u>	4185 W Division St	Saint Cloud	56301-3740	~~320/251-1669~~ <u>320-251-1669</u>
MN	OPR	~~Caleb~~ Lee, <u>Caleb Gay (Caleb)</u>	8020 Highway 7	Saint Louis Park	55426-3924	~~952/938-1034~~ <u>952-938-1034</u>
MN	<u>TMP</u> <u>OPR</u>	~~Simeon~~ MacDonald, <u>Simeon Aaron (Simeon)</u>	1770 Robert St S	West Saint Paul	55118-3919	~~651/457-2991~~ <u>651-457-2991</u>
MN	OPR	~~Bob~~ Lee, <u>Robert Earl (Bob)</u>	6939 Valley Creek Rd	Woodbury	55125-2227	~~651/731-5225~~ <u>651-731-5225</u>
MO	OPR	~~Shane~~ Neel, <u>Shane Ryan (Shane)</u>	1 Arnold Mall	Arnold	63010-2223	~~636/287-9814~~ <u>636-287-9814</u>
MO	OPR	~~Brandon~~ Jackley, <u>Brandon Douglas (Brandon)</u>	951 NE Coronado Dr	Blue Springs	64014-3005	~~816/220-2324~~ <u>816-220-2321</u>
<u>MO</u>	<u>OPR</u>	<u>Hutcheson, Daniel Kevin (Kevin)</u>	<u>2915 W 76 Country Blvd</u>	<u>Branson</u>	<u>65616-2173</u>	<u>417-201-4311</u>
MO	OPR	~~Kevin~~ Hutcheson, <u>Daniel Kevin (Kevin)</u>	607 W Main St	Branson	65616-2720	~~417/334-2723~~ <u>417-334-2723</u>
MO	OPR	~~Bob~~ Guthertz, <u>Robert John (Bob)</u>	8590 Eager Rd	Brentwood	63144-1435	~~314/968-5400~~ <u>314-968-5400</u>
MO	OPR	~~Todd~~ Anthony, <u>Todd Michael (Todd)</u>	12450 Saint Charles Rock Rd	Bridgeton	63044-2506	~~314/344-8910~~ <u>314-344-8910</u>
MO	OPR	~~Brian~~ House, <u>Brian Keith (Brian)</u>	3333 Gordonville Rd	Cape Girardeau	63703-5059	~~573/651-4600~~ <u>573-651-4600</u>
MO	OPR	~~Jeff~~ Greene, <u>Jeffrey Adams (Jeff)</u>	17365 Chesterfield Airport Rd	Chesterfield	63005-1414	~~636/536-6933~~ <u>636-536-6933</u>
MO	OPR	~~Tom~~ Van Voorn, <u>Thomas Edward (Tom)</u>	305 N Stadium Blvd	Columbia	65203-1147	~~573/445-6627~~ <u>573-445-6627</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~572/425-6627~~
<u>MO</u>	<u>OPR</u>	<u>Bruce, Devin Taylor (Devin)</u>	<u>12398 Olive Blvd</u>	<u>Creve Coeur</u>	<u>63141-6443</u>	<u>314-314-6311</u>
MO	OPR	~~David~~ Bruce, <u>James David (David)</u>	11997 Manchester Rd	Des Peres	63131-4502	~~314/821-3452~~ <u>314-821-3452</u>
MO	OPR	~~David~~ Bruce, <u>James David (David)</u>	184 W County Ctr Spc N	Des Peres	63131-3702	~~314/965-0103~~ <u>314-314-6618</u>
MO	OPR	~~Tony~~ Johnson, <u>Anthony Paul (Tony)</u>	304 Clarkson Rd	Ellisville	63011-2222	~~636/527-0046~~ <u>636-527-0016</u>
MO	OPR	~~Tasha~~ Fox, <u>Latasha Lynn (Tasha)</u>	3159 N Highway 67	Florissant	63033-1602	~~314/839-6533~~
MO	OPR	~~Lloyd~~ Andersen, <u>Lloyd (Lloyd)</u>	18785 E 39th St S	Independence	64057-1790	~~816/795-7775~~ <u>816-795-7775</u>
MO	OPR	~~Kylie~~ Oberweather <u>Stevens, Dennis Adam (Dennis)</u>	3407 Missouri Blvd	Jefferson City	65109-5768	~~573/638-0154~~ <u>573-638-0151</u>
MO	OPR	~~Rick~~ Starkweather, <u>Richard Eugene (Rick)</u>	~~401 N~~ <u>3509 S</u> Range Line Rd	Joplin	~~64801-41186~~ <u>4804-4432</u>	~~417/781-7123~~ <u>417-553-2005</u>
MO	OPR	~~Rick~~ Starkweather, <u>Richard Eugene (Rick)</u>	~~2427 S~~ <u>101 N</u> Range Line Rd	Joplin	~~64804-32426~~ <u>4801-4118</u>	~~417/781-6000~~ <u>417-781-7123</u>
MO	OPR	~~Rick~~ Starkweather, <u>Richard Eugene (Rick)</u>	~~3509~~ <u>2127 S</u> Range Line Rd	Joplin	~~64804-44326~~ <u>4804-3242</u>	~~417/553-2005~~ <u>417-781-6000</u>
MO	<u>OPR</u>	~~OPR~~ Andy Gallawa, <u>Andrew Peter (Andy)</u>	6501 NW Barry Rd	Kansas City	64154-2575	~~816/587-0411~~ <u>816-587-0411</u>
MO	OPR	~~Forrest~~ Swyden, <u>Forrest (Forrest)</u>	8551 State Line Rd	Kansas City	64114-2723	~~816/361-8800~~ <u>816-361-8800</u>
MO	<u>TMP</u> <u>OPR</u>	~~Cody~~ Pierce, <u>Cody ONeal (Cody)</u>	8280 Old Highway N	Lake Saint Louis	63367	~~636/489-1204~~
MO	OPR	~~Lance~~ Spencer, <u>Lance McCoy (Lance)</u>	690 NW Blue Pkwy	Lees Summit	64086-5734	~~816/246-2948~~ <u>816-246-2948</u>
MO	OPR	~~Jon~~ Hoffman, <u>Jon David (Jon)</u>	110 N Conistor Ln	Liberty	64068-1902	~~816/415-2212~~ <u>816-415-2212</u>
<u>MO</u>	<u>OPR</u>	<u>Griffin, Carter Jonathan (Carter)</u>	<u>12607 Dorsett Rd</u>	<u>Mrylar</u>		
MO	OPR	~~Mike~~ Noel, <u>Michael E. (Mike)</u>	2106 Highway K	O Fallon	63368-7930	~~636/272-5346~~ <u>636-272-5346</u>
MO	<u>TMP</u> <u>OPR</u>	~~Mason~~ Mayes <u>Berry, Dakota Michael (Dakota)</u>	2020 Zumbahl Rd	Saint Charles	63303-2722	~~636/487-4200~~
MO	OPR	~~Jake~~ Schenk, <u>Jacob Lynn (Jake)</u>	5303 N Belt Hwy	Saint Joseph	64506-1262	~~816/232-5500~~ <u>816-232-5500</u>
<u>MO</u>	<u>OPR</u>	<u>Chris Torres</u>	<u>4125 Lemay Ferry Rd</u>	<u>Saint Louis</u>	<u>63129-1859</u>	<u>314/845-3499</u>
MO	OPR	~~Eric~~ Benting, <u>Eric Tyson (Eric)</u>	10706 Sunset Hills Plz	Saint Louis	63127-1219	~~314/822-9500~~ <u>314-822-9500</u>
MO	OPR	~~Nick~~ Pyatt, <u>Nick Allen (Nick)</u>	3801 Hampton Ave	Saint Louis	63109-1410	~~314/832-2748~~
<u>MO</u>	<u>OPR</u>	<u>Torres, Christopher Louis (Chris)</u>	<u>4125 Lemay Ferry Rd</u>	<u>Saint Louis</u>	<u>63129-1859</u>	<u>314-845-3499</u>
MO	OPR	~~Mark~~ Simmonds, <u>Mark Edward (Mark)</u>	6180 Mid Rivers ~~CFA~~ Mall Dr	Saint Peters	63304-1101	~~636/447-3884~~ <u>636-447-3881</u>
<u>MO</u>	<u>OPR</u>	<u>Heberlie, Brian Joseph (Brian)</u>	<u>2355 N Glenstone Ave</u>	<u>Springfield</u>	<u>65803-4649</u>	<u>417-427-2577</u>
MO	OPR	~~Brian~~ Heberlie, <u>Brian Joseph (Brian)</u>	425 W Sunshine St	Springfield	65807-2433	~~417/866-4232~~ <u>417-866-4232</u>
MO	OPR	~~Steve~~ Lowery, <u>Stephen David (Steve)</u>	3700 S Glenstone Ave	Springfield	65804-4416	~~417/890-5800~~ <u>417-890-5800</u>
MO	<u>TMP</u> <u>OPR</u>	~~Timothy~~ Tremain <u>Lynch, Christopher Kent (Chris)</u>	2825 S Glenstone Ave Ste Vc-11	Springfield	65804-3732	~~417/883-2275~~ <u>417-883-2275</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

<u>MO</u>	<u>OPR</u>	<u>Craig, Timothy Lamont Jr (Tim)</u>	<u>8637 Olive Blvd</u>	<u>St. Louis</u>	<u>63132</u>	<u>314-370-6946</u>
MO	OPR	~~Scott~~ Swindler, <u>Robert S. (Scott)</u>	1918 Wentzville Pkwy	Wentzville	63385-3453	~~636/639-2357~~ <u>636-639-2357</u>
MS	OPR	~~Ralph~~ Bartels, <u>Ralph A. II (Ralph)</u>	2600 Beach Blvd	Biloxi	39531-4600	~~228/388-2648~~ <u>228-388-2648</u>
MS	OPR	~~Keys~~ Hayes, <u>Frank Keys (Keys)</u>	201 Disotell Blvd	Brandon	39042-7022	~~601/939-7188~~ <u>601-939-9171</u>
MS	OPR	~~Tucker~~ , Morgan ~~Keon~~ <u>Brooke (Morgan)</u>	401 Handley Blvd Ste A	Byram	39272-8979	~~769/251-5970~~ <u>769-251-5970</u>
MS	OPR	~~Neil~~ Osborne, <u>Edmond McNeil (Neil)</u>	952 Highway 80 E	Clinton	39056-5203	~~601/924-8892~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~662/24-8892~~
MS	OPR	~~Brittany~~ Cofield, Brittany Day (Brittany)	528 18th Ave N	Columbus	39705-2283	~~662/329-5979~~ 662-329-5979
MS	OPR	~~David~~ Rogers, David Michael (David)	1600 Highway 72 E	Corinth	38834-6528	~~662/284-4688~~ 662-284-4688
MS	OPR	~~Max~~ Benson, Robert Max (Max)	3842 Promenade Pkwy	Diberville	39540-5364	~~228/392-1892~~ 228-392-1892
MS	OPR	~~Keys~~ Hayes, Frank Keys (Keys)	274 Dogwood Blvd	Flowood	39232-8602	~~601/992-2554~~ 601-992-2554
MS	~~TMP~~ OPR ~~R~~	~~Avery~~ Miller, Avery Jamal (Avery)	1647 Hwy 1 S	Greenville	~~3870438701-7803~~	~~662/913-8188~~ 662-913-8188
MS	OPR	~~Chris~~ McKlveen, Christopher Todd (Chris)	11001 Highway 49	Gulfport	39503-4111	~~228/831-9599~~ 228-831-9599
MS	OPR	~~Jon~~ Munger, Jonathan Michael (Jon)	6051 US 49	Hattiesburg	39401	~~601/952-3449~~ 601-952-3449
MS	OPR	~~Jon~~ Munger, Jonathan Michael (Jon)	6099 U S Highway 98	Hattiesburg	39402-9456	~~601/579-9119~~ 601-579-9119
MS	OPR	~~Ian~~ HodgesHayes, Frank Keys (Keys)	~~2401350 E Capitol St~~ Woodrow Wilson Ave	Jackson	~~39201-23063~~ 9216-5112	~~601/352-1450~~ 769-572-7100
MS	OPR	~~Keys~~ HayesHodges, Ian Bowles (Ian)	~~4350210 E Woodrow Wilson Ave~~ Capitol St	Jackson	~~39216-51123~~ 9201-2306	~~769/572-7100~~ 601-352-1450
MS	OPR	~~Scott~~ Perdue, Scott Felton (Scott)	1065 E County Line Rd	Jackson	39211-1851	~~601/991-3265~~ 601-991-3265
MS	OPR	~~Brittney~~ Pickering, Brittney Nicole (Brittney)	1138 Highway 15 N	Laurel	39440-2650	~~601/425-1995~~ 601-425-1995
MS	OPR	~~Chris~~ Rosson, Chris C. (Chris)	1873 Main St	Madison	39110-6382	~~601/898-2338~~ 601-898-2338
MS	OPR	~~Mark~~ Lindsey, Mark Edward (Mark)	106 Edgewood Dr	~~McComb~~ McComb	~~3964839648-2043~~	~~601/914-9424~~
MS	OPR	~~Brian~~ Russell, Brian Talmadge (Brian)	109 S Frontage Rd	Meridian	39301-6110	~~601/581-1479~~ 601-581-1479
MS	OPR	~~Brandon~~ Paulsen, Brandon David (Brandon)	8101 Camp Creek Rd	Olive Branch	38654-1612	~~662/890-2697~~ 662-890-2697
MS	OPR	~~Lance~~ Reed, Lance William (Lance)	2307 Jackson Ave W	Oxford	38655-5417	~~662/232-8787~~ 662-232-8787
MS	OPR	~~Chris~~ RossonJohnson, Chasity Annah (Annah)	~~685 Highland Colony~~ 1156 Evelyn Gandy Pkwy	~~Ridgeland~~ Petal	~~39157-87203~~ 9465-3947	~~601/348-0155~~ 601-340-9758
MS	OPR	~~Kevin~~ Miller, Kevin Lee (Kevin)	1200 E County Line Rd Ste 232	Ridgeland	39157-1942	~~601/957-3287~~ 601-957-3287
MS	OPR	~~Brandon~~ PaulsenRosson, Chris C. (Chris)	~~6885 Getwell Rd~~ 685 Highland Colony Pkwy	~~Southaven~~ Ridge land	~~38672-63903~~ 9157-8720	~~662/772-5868~~ 601-348-0155
MS	OPR	~~Stuart~~ Davidson, Stuart Neil (Stuart)	235 Goodman Rd W	Southaven	38671-9408	~~662/349-3587~~ 662-349-3587
MS	OPR	Paulsen, Brandon David (Brandon)	6885 Getwell Rd	Southaven	38672-6390	662-772-5868
MS	OPR	~~Jonathan~~ Rogers, Jonathan S. (Jonathan)	701 Highway 12 E	Starkville	39759-3808	~~662/324-4460~~ 662-324-4460
MS	OPR	~~Jamey~~ Finley, James H. Jr. (Jamey)	908 Barnes Crossing Rd	Tupelo	38804-0910	~~662/844-1270~~ 662-844-1270
MS	OPR	~~Taylor~~ Locke, Taylor Andrew (Taylor)	1001 Barnes Crossing Rd Ste 14	Tupelo	38804-0902	~~662/844-9616~~ 662-844-9616
MS	OPR	~~Nick~~ Jones, Nicholas Grady (Nick)	3403 Halls Ferry Rd	Vicksburg	39180-5503	~~601/661-0001~~ 601-661-0001
MT	OPR	Lewis, Donald Leroy III (Lee)	670 S 24th St W	Billings	59102-6271	406-970-0018
MT	OPR	~~Casey~~ Meadows, Casey Len (Casey)	35 Treeline Rd	Kalispell	59901-1219	~~406/752-3740~~ 406-752-3710
MT	OPR	~~Jonathan~~ Lovette, Jonathan David (Jonathan)	2880 N Reserve St	Missoula	59808-1308	~~406/312-2400~~ 406-312-2400
NC	OPR	Corbett, Eric Steven (Eric)	265 Turner St	Aberdeen	28315-2364	910-637-8200
NC	OPR	Moore, David Keith (David)	260 NC-801 N	Advance	27006-7944	336-306-5699
NC	OPR	~~Tyler~~ Bruce, Tyler Matthew (Tyler)	625 NC Hwy 24/27 byp E	Albemarle	28001	~~704/983-2789~~ 704-983-2789
NC	OPR	~~Tony~~ Holmes, Anthony Victor (Tony)	1110 Beaver Creek Commons Dr	Apex	27502-3919	~~919/303-2377~~ 919-303-2377
NC	OPR	~~Bryan~~ Strole, Bryan James (Bryan)	130 Airport Rd	Arden	28704-8516	~~828/483-6266~~ 828-483-6266

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

NC	OPR	~~Sam~~ Ramsey, <u>Samuel Keith (Sam)</u>	<u>1212 E Dixie Dr</u>	Asheboro	27203-8836	~~828/633-1303~~ <u>336-633-1303</u>
NC	OPR	~~Sam~~ Ramsey, <u>Samuel Keith (Sam)</u>	425 Randolph Mall	Asheboro	27203-0613	~~336/626-6688~~ <u>336-626-6688</u>
NC	OPR	~~Joel~~ Sellers <u>Leatherwood, Nicholas Brian (Nick)</u>	~~170 Merrimon Ave~~ <u>139 Smokey Park Hwy</u>	Asheville	~~28801-18262~~ <u>8806-1138</u>	~~828/253-2204~~ <u>828-667-9770</u>
NC	OPR	~~Larry~~ Meadows, <u>Lawrence Irvin (Larry)</u>	1832 Hendersonville Rd	Asheville	28803-3207	~~828/277-9913~~ <u>828-277-9913</u>
NC	OPR	~~Larry~~ Meadows, <u>Lawrence Irvin (Larry)</u>	21 Peaks Center Ln	Asheville	28805-0055	~~828/298-2571~~ <u>828-298-2571</u>
NC	OPR	~~Nick~~ Leatherwood <u>Sellers, Joel Michael II (Joel)</u>	~~139 Smokey Park Hwy~~ <u>170 Merrimon Ave</u>	Asheville	~~28806-11382~~ <u>8801-1826</u>	~~828/667-9770~~ <u>828-253-2201</u>
NC	OPR	~~Natasha~~ Gilbert, <u>Natasha Tamara (Natasha)</u>	801 Park St	Belmont	28012-2765	~~704/825-8600~~ <u>704-825-8600</u>
NC	OPR	~~Natasha~~ Gilbert, <u>Natasha Tamara (Natasha)</u>	925 S Point Rd	Belmont	28012-9520	~~704/800-5255~~ <u>704-800-5255</u>
NC	OPR	~~Terese~~ Fogleman, <u>Terese O. (Terese)</u>	2082 Blowing Rock Rd	Boone	28607-6152	~~828/264-4660~~ <u>828-264-4660</u>
NC	OPR	~~Shawn~~ Willis	<u>1477 University Dr</u>	<u>Burlington</u>	<u>27215-8768</u>	<u>336/584-0895</u>
NC	OPR	~~Shawn~~ Willis, <u>Michael Shawn (Shawn)</u>	3102 Garden Rd	Burlington	27215-9784	~~336/584-3050~~ <u>336-584-3050</u>
NC	<u>OPR</u>	~~OPRA~~ <u>Amanda Phillips Willis, Michael Shawn (Shawn)</u>	~~7107 Okelly Chapel Rd~~ <u>1477 University Dr</u>	~~Cary~~ <u>Burlington</u>	~~27519-68492~~ <u>7215-8768</u>	~~919/466-9525~~ <u>336-584-0895</u>
NC	OPR	~~Dave~~ Butts, <u>David B. (Dave)</u>	1803 N Harrison Ave	Cary	27513-2408	~~919/678-1444~~ <u>919-678-1444</u>
NC	OPR	~~Drew~~ Caffrey, <u>Charles Andrew (Drew)</u>	411 Colonades Way	Cary	27518-7071	~~919/816-8222~~ <u>919-816-8222</u>
NC	<u>OPR</u>	<u>Holcombe, Richard Garland (Rick)</u>	<u>1000 Valleystone Dr</u>	<u>Cary</u>	<u>27519-8405</u>	<u>919-465-0699</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

NC	OPR	~~Paul~~ Junkins, <u>Paul R. (Paul)</u>	1815 Walnut St	Cary	27518-9201	~~919/233-1691~~ <u>919-233-1691</u>
NC	OPR	~~Rick~~ Holcombe <u>Phillips, Amanda Lauer (Amanda)</u>	~~4000 Valleystone Dr~~ <u>7107 Okelly Chapel Rd</u>	Cary	~~27519-84052~~ <u>7519-6849</u>	~~919/465-0699~~ <u>919-466-9525</u>
NC	OPR	~~Sammy~~ Culberson, <u>Samuel Dwain (Sammy)</u>	101 Village Center Dr	Chapel Hill	27516-7189	~~919/869-7747~~ <u>919-869-7747</u>
NC	<u>OPR</u>	<u>Bingham, Charles DuPre (DuPre)</u>	<u>8411 Northlake Commons Blvd</u>	<u>Charlotte</u>	<u>28216-2268</u>	<u>704-599-2330</u>
NC	<u>OPR</u>	<u>Bingham, Charles DuPre (DuPre)</u>	<u>3821 Corning Pl</u>	<u>Charlotte</u>	<u>28216-1224</u>	<u>704-395-2004</u>
NC	<u>OPR</u>	<u>Cestron, Peter Andrew (Peter)</u>	<u>1001 Blythe Blvd</u>	<u>Charlotte</u>	<u>28203-5866</u>	<u>704-355-5900</u>
NC	<u>OPR</u>	<u>Cestron, Peter Andrew (Peter)</u>	<u>14111 Rivergate Pkwy</u>	<u>Charlotte</u>	<u>28273-8872</u>	<u>704-504-8484</u>
NC	<u>OPR</u>	<u>Cestron, Peter Andrew (Peter)</u>	<u>8032 S Tryon St</u>	<u>Charlotte</u>	<u>28273-3324</u>	<u>704-504-1234</u>
NC	<u>OPR</u>	<u>Crain, James Thomas III (Jim)</u>	<u>4400 Sharon Rd # VC06</u>	<u>Charlotte</u>	<u>28211-3531</u>	<u>704-364-5770</u>
NC	<u>OPR</u>	~~OPRA~~ <u>Andre Harakas, Andre George (Andre)</u>	101 S Tryon St Ste 9	Charlotte	28280-0007	~~704/344-0222~~ <u>704-344-0222</u>
NC	<u>OPR</u>	~~OPRA~~ <u>Andre Harakas, Andre George (Andre)</u>	4431 Randolph Rd	Charlotte	28211-2325	~~704/366-0073~~ <u>704-366-0073</u>
NC	~~OPRA~~ <u>OPR</u>	~~Ter~~ <u>Keurst Johnston, Rebecca Wade (Beckie)</u>	~~11530 Waverly Center Dr~~ <u>7910 Rea Rd</u>	Charlotte	~~28277-48422~~ <u>8277-6501</u>	~~704/844-0270~~ <u>704-540-9690</u>
NC	OPR	~~Barry~~ McAllaster <u>Jordan, Taylor Leab (Taylor)</u>	~~10001 Rea~~ <u>957 N Wendover Rd</u>	Charlotte	~~28277-43902~~ <u>8211-1764</u>	~~704/844-0704~~ <u>704-271-4855</u>
NC	OPR	~~Beckie~~ Johnston <u>McAllaster, Barry Neal (Barry)</u>	~~7910~~ <u>10001 Rea Rd</u>	Charlotte	~~28277-65012~~ <u>8277-4390</u>	~~704/540-9690~~ <u>704-844-0704</u>
NC	OPR	~~DuPre~~ Bingham <u>McFarland, Tony Maurice (Tony)</u>	~~3821 Corning Pl~~ <u>6801 Northlake Mall Dr Ste Fc201</u>	Charlotte	~~28216-12242~~ <u>8216-0792</u>	~~704/395-2004~~ <u>704-596-1211</u>
NC	OPR	~~DuPre~~ Bingham <u>Porter, Tamara Elizabeth (Tami)</u>	~~8411 Northlake Commons Blvd~~ <u>1540 E Woodlawn Rd</u>	Charlotte	~~28216-22682~~ <u>8209-2235</u>	~~704/599-2330~~ <u>704-601-6031</u>
NC	OPR	~~Hal~~ Queen, <u>Harold Edward III (Hal)</u>	9010 Albemarle Rd	Charlotte	28227-2620	~~704/537-2140~~ <u>704-537-2140</u>
NC	OPR	~~Jim~~ Crain	<u>4400 Sharon Rd # VC06</u>	<u>Charlotte</u>	<u>28211-3531</u>	<u>704/364-5770</u>
NC	OPR	~~John~~ Tsumas	<u>3015 South Blvd</u>	<u>Charlotte</u>	<u>28209-1805</u>	<u>704/665-6371</u>
NC	OPR	~~Justin~~ Riddle, <u>Justin Micah (Justin)</u>	3117 Pineville Matthews Rd	Charlotte	28226	~~704/541-9979~~

~~CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22						
NC	OPR	~~Peter Cestrone~~ Rogers, Robert Carlton (Rob)	~~1001 Blythe Blvd~~ 8700 University Exec Park Dr	Charlotte	~~28203-58662~~ 8262-4336	~~704/355-5900~~ 704-593-0052
NC	OPR	~~Peter Cestrone~~ Rogers, Robert Carlton (Rob)	~~14111 Rivergate Pkwy~~ 8428 University Blvd	Charlotte	~~28273-88722~~ 8213	~~704/504-8484~~ 980-938-2018
NC	OPR	~~Peter Cestrone~~	~~8032 S Tryon St~~	Charlotte	~~28273-3324~~	~~704/504-1234~~
NC	OPR	~~Rob Rogers~~ Robert Carlton (Rob)	~~333 E Trade St~~	Charlotte	~~28202-2331~~	
NC	OPR	~~Rob Rogers~~ Shelton, Terry K. (Terry)	~~8700 University Exec Park Dr~~ 9801 South Blvd	Charlotte	~~28262-43362~~ 8273-6904	~~704/593-0052~~ 704-552-7997
NC	OPR	~~Rosslyn Singleton~~ Rosslyn Byrd (Rosslyn)	~~5920 Prosperity Church Rd~~	Charlotte	~~28269-2682~~	~~704/992-9300~~ 704-992-9300
NC	OPR	~~Stan Stepp~~ Stanley Charles (Stan)	~~8433 Davis Lake Pkwy~~	Charlotte	~~28269-3414~~	~~704/596-2229~~ 704-596-2348
NC	OPR	~~Tami Porter~~ Stouder, Jeremy L. (Jeremy)	~~1540 E Woodlawn Rd~~ 9355 Sullivan Vale Ln	Charlotte	~~28209-22352~~ 8215-7073	~~704/601-6034~~ 704-602-9862
NC	OPR	~~Terry Shelton~~ TerKeurst, Arthur Dudley III (Art)	~~9801 South Blvd~~ 11530 Waverly Center Dr	Charlotte	~~28273-69042~~ 8277-4842	~~704/552-7997~~ 704-844-0270
NC	OPR	~~Tony McFarland~~ Tsumas, John George Jr. (John)	~~6801 Northlake Mall Dr Ste FC204~~ 3015 South Blvd	Charlotte	~~28216-07922~~ 8209-1805	~~704/596-1214~~ 704-665-6371
NC	OPR	~~David Moore~~ David Keith (David)	~~2551 Lewisville Clemmons Rd~~	Clemmons	~~27012-8712~~	~~336/712-9973~~ 336-712-9973
NC	OPR	~~John Charping~~ John Willard (John)	~~985 Concord Pkwy S~~	Concord	~~28027-9061~~	~~704/720-9115~~ 704-720-9115
NC	OPR	~~Matt Rice~~	~~1480 Concord Pkwy N~~	Concord	~~28025~~	~~704/786-7322~~
NC	OPR	~~Roland Mitchell~~ Roland Charles (Roland)	~~6061 Bayfield Pkwy~~	Concord	~~28027-7597~~	~~704/720-7580~~ 704-720-7580
NC	OPR	~~Roland Mitchell~~ Roland Charles (Roland)	~~8020 Concord Mills Blvd~~	Concord	~~28027-4417~~	~~704/979-1120~~ 704-979-1120
NC	OPR	~~Stockton Perry~~ James Stockton Jr. (Stockton)	~~1475 Concord Pkwy N~~	Concord	~~28025-2932~~	~~704/262-1553~~ 704-262-1553
NC	OPR	~~Rice, William Matthew (Matt)~~	~~1480 Concord Pkwy N~~	Concord	~~28025-2933~~	~~704-786-7322~~
NC	OPR	~~Joe Hatzopoulos~~ Joseph Theodore Jr. (Joe)	~~17035 Nat Bynum Lane~~	Cornelius	~~28031~~	~~704/895-7951~~ 704-895-7951
NC	OPR	~~Shannon Holland~~ Shannon Munze (Shannon)	~~7267 Highway 73~~	Denver	~~28037-9187~~	~~704/827-1301~~ 704-827-1301
NC	TMPOP R	~~Chandler England~~ Fernandez, Anthony Raymond (Tony)	~~6910 Fayetteville Rd Ste 246~~ 3912 N Roxboro St	Durham	~~27713-82592~~ 7704-2118	~~919/806-5557~~ 919-620-0897
NC	OPR	~~David Hamel~~ Fernandez, Joseph Raymond (Joe)	~~404 Residence Inn Chapel Hill Blvd~~ 4139 Durham	Durham	~~27713-22002~~ 7707-2502	~~919/484-7778~~ 919-402-2092
NC	OPR	~~Joe Fernandez~~ Hamel, David Christopher (David)	~~4139 Durham Chapel Hill Residence Inn Blvd~~ 104	Durham	~~27707-25022~~ 7713-2200	~~919/402-2092~~ 919-484-7778
NC	OPR	~~Nate MacDonald~~ Nathan Joshua (Nate)	~~7836 Leonardo Dr~~	Durham	~~27713-6457~~	~~919/206-4330~~ 919-206-4330
NC	OPR	~~Pamela Moncree~~ Pamela Michelle (Pamela)	~~3429 Hillsborough Rd~~	Durham	~~27705-3008~~	~~919/382-9399~~ 919-382-9399
NC	OPR TM P	~~Tony Fernandez~~ Lowe, Charles (Tyler)	~~3912 N Roxboro St~~ 6910 Fayetteville Rd Ste 246	Durham	~~27704-21182~~ 7713-8259	~~919/620-0897~~ 919-806-5557
NC	OPR	~~Shelita Meadows~~ Shelita Jaclyn (Shelita)	~~1706 W Ehringhaus St~~	Elizabeth City	~~27909-4554~~	~~252/331-1907~~ 252-331-1907
NC	OPR	~~Micah Eller~~ Micah Young (Micah)	~~541 Cc Camp Rd~~	Elkin	~~28621-8704~~	~~336/366-3333~~ 336-366-3333
NC	OPR	~~Bob Bangs~~ Ayers, Zachary Lanier (Zach)	~~4614 Ramsey St~~ 2727 Raeford Rd	Fayetteville	~~28311-21382~~ 8303-5435	~~910/488-1907~~ 910-483-9501
NC	OPR	~~Cody Hopper~~ Bangs, Robert Willis Jr. (Bob)	~~1924 Skibo Rd~~ 4611 Ramsey St	Fayetteville	~~28314-15412~~ 8311-2138	~~910/868-4849~~ 910-488-1907
NC	OPR	~~Colby Burnette~~ Colby Shawn (Colby)	~~7620 S Raeford Rd~~	Fayetteville	~~28304-6127~~	~~910/745-9010~~ 910-745-9010
NC	OPR	~~Downey, Katelyn Cassidy (Katelyn)~~	~~3305 Melrose Rd~~	Fayetteville	~~28304-3424~~	~~910-615-0190~~
NC	OPR	~~Nick Isaac~~ Hopper, Cody Lane (Cody)	~~419 Cross Creek CFA - Mall Skibo Rd~~ 1921	Fayetteville	~~28303-72382~~ 8314-1541	~~910/864-2596~~ 910-868-4849
NC	OPR	~~Zach Ayers~~ Isaac, Nicholas Albert (Nick)	~~2727 Raeford Rd~~ 419 Cross Creek Mall	Fayetteville	~~28303-54352~~ 8303-7238	~~910/483-9501~~ 910-864-2596
NC	OPR	~~Sam Seigler~~ Samuel Lane (Sam)	~~118 Hilltop Way~~	Forest City	~~28043-9600~~	~~828/919-2179~~ 828-919-2179

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

NC	OPR	~~Caleb~~ Peters, <u>Caleb Tyler (Caleb)</u>	1410 Siler Road	Franklin	28734	~~919/329-0830~~ <u>828-369-0830</u>
NC	OPR	~~Michael~~ Lawson, <u>Michael Jackson Jr. (Michael)</u>	1460 N Main St	Fuquay Varina	27526-8901	~~919/577-1030~~ <u>919-577-1030</u>
NC	OPR	~~Jerry~~ Coleman, <u>Jerry L. (Jerry)</u>	~~220 Shenstone Ln~~ <u>2720 Timber Dr</u>	Garner	~~27529-6905~~ <u>7529-2591</u>	~~919/329-0275~~ <u>919-661-2448</u>
NC	OPR	~~Jerry~~ Coleman, <u>Jerry L. (Jerry)</u>	~~2720 Timber Dr~~ <u>220 Shenstone Ln</u>	Garner	~~27529-2591~~ <u>7529-6905</u>	~~919/661-2448~~ <u>919-329-0275</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

NC	OPR	~~Nolan~~ Hatley, <u>Nolan Edward (Nolan)</u>	424 Cox Rd	Gastonia	28054-0609	<u>980-251-1194</u>
NC	OPR	~~Russell~~ Wade, <u>Russell E. (Russell)</u>	1201 N Berkeley Blvd	Goldsboro	27534-3419	~~919/778-5717~~ <u>919-778-5717</u>
NC		~~OPR~~ Andrew	<u>6025 W Gate City Blvd</u>	Greensboro	<u>27407-7008</u>	<u>336/907-7064</u>
NC	OPR	~~Brian~~ Kiser	<u>348 Four Seasons Town Ctr</u>	Greensboro	<u>27407-4758</u>	<u>336/294-3211</u>
NC	OPR	~~David~~ Crockett	<u>5901 W Friendly Ave</u>	Greensboro	<u>27410-3207</u>	<u>336/854-5411</u>
NC	OPR	~~Ed~~ Ayers, <u>Ralph Edward Jr. (Ed)</u>	1100 Lanada Rd	Greensboro	27407-2650	~~336/854-9355~~ <u>336-854-9355</u>
NC	OPR	~~Jim~~ Brown, <u>James Ralph (Jim)</u>	611 Pembroke Rd	Greensboro	27408-7607	~~336/323-0298~~ <u>336-323-0298</u>
NC	OPR	~~Crockett~~ , <u>David William (David)</u>	<u>5901 W Friendly Ave</u>	Greensboro	<u>27410-3207</u>	<u>336-854-5411</u>
NC	OPR	~~Keith~~ Kiser, <u>Alan Keith (Keith)</u>	209 Pisgah Church Rd	Greensboro	27455-2517	~~336/286-0408~~ <u>336-286-0408</u>
NC	OPR	~~Keith~~ Kiser, <u>Alan Keith (Keith)</u>	3714 Battleground Ave	Greensboro	27410-2344	~~336/286-0073~~ <u>336-286-0073</u>
NC	OPR	~~Kiser~~ , <u>Brian Keith (Brian)</u>	<u>348 Four Seasons Town Ctr</u>	Greensboro	<u>27407-4758</u>	<u>336-294-3211</u>
NC	OPR	~~Nick~~ Matthews, <u>Nicholas Andrew (Nick)</u>	2710 Koury Blvd	Greensboro	27407-4967	~~336/299-4643~~ <u>336-299-4643</u>
NC	OPR	~~White~~ , <u>Andrew Lee (Andrew)</u>	<u>6025 W Gate City Blvd</u>	Greensboro	<u>27407-7008</u>	<u>336-907-7064</u>
NC	OPR	~~Ben~~ Dixon, <u>Benjamin Luther Jr. (Ben)</u>	3020 Evans St	Greenville	27834-6939	~~252/355-8706~~ <u>252-355-8706</u>
NC	TMP	~~Raymond~~ Allan, <u>Raymond</u>	714 Greenville Blvd Se Ste F7	Greenville	27858-5104	~~252/355-4529~~ <u>252-355-4529</u>
NC	OPR	~~Jeremy~~ Stouder, <u>Jeremy L. (Jeremy)</u>	6805 Jenkins Ln	Harrisburg	28075-3300	~~704/455-0082~~ <u>704-455-0082</u>
NC	OPR	~~Joshua~~ Towne, <u>Joshua David (Joshua)</u>	200 Trade St	Henderson	27536-3500	~~252/436-0010~~ <u>252-436-0010</u>
NC	OPR	~~Joel~~ Benson, <u>Joel Allen (Joel)</u>	52 Highlands Square Dr	Hendersonville	28792-5722	~~828/693-8080~~ <u>828-693-8080</u>
NC	OPR	~~Joel~~ Benson, <u>Joel Allen (Joel)</u>	640 Spartanburg Hwy	Hendersonville	28792-5761	
NC	OPR	~~James~~ Goewey, <u>James West II (James)</u>	1815 US Highway 70 SE	Hickory	28602-5157	~~828/267-2027~~ <u>828-267-2027</u>
NC	OPR	~~Jason~~ Pope, <u>Jason Edward (Jason)</u>	1239 2nd St NE	Hickory	28601-2660	~~828/569-2769~~ <u>828-569-2769</u>
NC	OPR	~~Tim~~ Ray, <u>Timothy Wilson (Tim)</u>	1960 US Highway 70 SE Ste 2-121	Hickory	28602-5106	~~828/322-7038~~ <u>828-322-7038</u>
NC	OPR	~~Gene~~ Rhodes, <u>Cecil Eugene (Gene)</u>	2700 N Main St	High Point	27265-2825	~~336/869-7280~~ <u>336-869-7280</u>
NC	OPR	~~Gene~~ Rhodes, <u>Cecil Eugene (Gene)</u>	3855 John Gordon Ln	High Point	27265-8046	~~336/841-2382~~ <u>336-841-2382</u>
NC	OPR	~~Lori~~ Allred, <u>Lori Quinn (Lori)</u>	801 Village Walk Dr	Holly Springs	27540-7193	~~919/567-0060~~ <u>919-567-0060</u>
NC	OPR	~~Tiffany~~ Choice, <u>Tiffany Burgess (Tiffany)</u>	3101 N Main St	Hope Mills	28348-1716	~~910/425-2768~~ <u>910-425-2768</u>
NC	OPR	~~Joe~~ Hatzopoulos, <u>Joseph Theodore Jr. (Joe)</u>	16915 Statesville Rd	Huntersville	28078-7130	~~704/892-0071~~ <u>704-892-0071</u>
NC	OPR	~~Dean~~ Sandbo, <u>Dean R. (Dean)</u>	13801 E Independence Blvd	Indian Trail	28079-9611	~~704/882-2697~~ <u>704-882-2697</u>
NC	OPR	~~Burgess~~ , <u>Nelson E. (Pete)</u>	<u>306 Jacksonville Mall</u>	Jacksonville	<u>28546-7316</u>	<u>910-353-7887</u>
NC	OPR	~~Pete~~ Burgess, <u>Nelson E. (Pete)</u>	1405 Western Blvd	Jacksonville	28546-6758	~~910/455-2934~~ <u>910-455-2934</u>
NC	OPR	~~Pete~~ Burgess, <u>Nelson E. (Pete)</u>	304B Western Blvd	Jacksonville	28546-6337	~~910/353-9700~~ <u>910-353-9700</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~912-723-9700~~
NG	OPR	~~Pete Burgess~~	~~306 Jacksonville Mall~~	~~Jacksonville~~	~~28546-7316~~	~~910/353-7887~~
NC	OPR	~~David Grix, David Alexander (David)~~	1110 S Main St	Kernersville	27284-7480	~~336/992-7388~~ ~~336-992-7388~~
NC	OPR	~~David Grix, David Alexander (David)~~	1331 Glenn Center Dr	Kernersville	27284-0187	~~336/993-4772~~ ~~336-993-4772~~
NC	OPR	~~Parrish, Michael Ross (Ross)~~	~~549 S Main St~~	~~King~~	~~27021-9015~~	~~336-377-3440~~
NC	OPR	~~John McPhaul, John William (John)~~	4499 Hwy 70 W	Kinston	28504-7576	~~252/208-0744~~ ~~252-208-0744~~
NC	OPR	~~Kevin Richardson, John Kevin (Kevin)~~	6711 Knightdale Blvd	Knightdale	27545-7300	~~919/754-4977~~ ~~919-754-4977~~
NC	OPR	~~Michael Meservy, Michael James (Michael)~~	914 S 401 Bypass Hwy	Laurinburg	28352-0500	~~910/501-9797~~ ~~910-501-9797~~
NC	OPR	~~Veronica Weibel, Veronica Pentony (Veronica)~~	3571 Leland Town Center Drive	Leland	28451	~~910/408-1040~~ ~~910-408-1040~~
NC	OPR	~~Mike Sheley, Michael Dominic (Mike)~~	116 Wilkesboro Blvd SE	Lenoir	28645-4438	~~828/929-2449~~ ~~828-929-2449~~
NC	OPR	~~Tom Fitzpatrick, Thomas Glenn (Tom)~~	75 Plaza Pkwy	Lexington	27292-5366	~~336/242-9527~~ ~~336-242-9527~~
NC	OPR	~~Brittany Joyner, Brittany Shea (Brittany)~~	1904 E Main St	Lincolnton	28092-3917	~~704/735-0050~~ ~~704-735-0050~~
NC	OPR	~~Mark Morse, Mark Bartholomew (Mark)~~	230 Jackson Ct	Lumberton	28358-1103	~~910/739-7797~~ ~~910-739-7797~~
NC	OPR	~~Dean SandboMorse, Mark Bartholomew (Mark)~~	~~6390 Weddington Rd~~ ~~3400 N Elm St~~	~~MatthewsLumberton~~	~~28104-7925~~ ~~8358-2812~~	~~704/234-1000~~ ~~910-556-5002~~
NC	OPR	~~Deno Keretses, Constantine Steven (Deno)~~	9905 Matthews Park Dr	Matthews	28105-1714	~~704/847-7702~~ ~~704-847-7702~~
NC	OPR	~~Sandbo, Dean R. (Dean)~~	~~6390 Weddington Rd~~	~~Matthews~~	~~28104-7925~~	~~704-234-1000~~
NC	OPR	~~Todd Perkins, Kristopher Todd (Todd)~~	1311 Mebane Oaks Rd	Mebane	27302-9681	~~919/568-6080~~ ~~919-568-6080~~
NC	OPR	~~Hal Queen, Harold Edward III (Hal)~~	7404 Matthews Mint Hill Rd	Mint Hill	28227-7595	~~704/486-4072~~ ~~704-486-4072~~
NC	OPR	~~David Rowland, David J. (David)~~	2115 W Roosevelt Blvd Ste 105	Monroe	28110-2737	~~704/283-8070~~ ~~704-283-8070~~
NC	OPR	~~David Rowland, David J. (David)~~	2592 W Roosevelt Blvd	Monroe	28110-8431	~~704/225-8630~~ ~~704-225-8630~~
NC	OPR	~~Darin Wiggins, Darin Bradley (Darin)~~	420 Talbert Rd	Mooreville	28117-8035	~~704/944-2884~~ ~~704-944-2884~~
NC	OPR	~~Darin Wiggins, Darin Bradley (Darin)~~	457 River Hwy	Mooreville	28117-6828	~~704/799-0401~~ ~~704-799-0401~~
NC	OPR	~~Patrick Conneely, Patrick Michael (Patrick)~~	5156 Hwy 70 W	Morehead City	28557-4504	~~252/247-7281~~ ~~252-247-7281~~
NC	OPR	~~Dallas Stoudenmire, Dallas Eugene Jr. (Dallas)~~	1006 Burkemont Ave	Morganton	28655-4503	~~828/439-2373~~ ~~828-439-2373~~
NC	OPR	~~Chad Tidd, Charles Richard V (Chad)~~	2007 Rockford St	Mount Airy	27030-5203	~~336/648-8500~~ ~~336-648-8500~~
NC	OPR	~~Tom Pike, Thomas S. (Tom)~~	3000 M L King Jr Blvd	New Bern	28562-5212	~~252/672-9321~~ ~~252-672-9321~~
NC	OPR	~~Terry Shelton, Terry K. (Terry)~~	11025 Carolina Place Pkwy Ste Fc10	Pineville	28134-9014	~~704/543-4238~~ ~~704-543-4238~~
NC	TMP OP R	~~Andrew CarowanButler, Terry Eugene (Terry)~~	~~4154 Main at North Hills St~~ ~~6612 Glenwood Ave~~	Raleigh	~~27609-5754~~ ~~7612-7128~~	~~919/420-1936~~ ~~919-571-8480~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

NC	OPR	~~OPRAshlee~~ ~~LawsonCarless, Donovan Andrew Jr. (Donovan)~~	~~2000 Cameron St~~ ~~5959 Triangle Town Blvd~~ ~~Spc FC1104Raleigh~~	~~Raleigh~~	~~27605-1311~~ ~~7616-3268~~	~~919/589-1637~~ ~~919-792-2214~~
NC	OPR	~~Charlie McClureCosten, Jade Wallace (Jade)~~	~~7740 Fayetteville~~ ~~651 E Six Forks Rd~~	Raleigh	~~27603-5430~~ ~~7609-7852~~	~~919/420-9760~~ ~~919-831-1408~~
NC	OPR	~~Charly Kerr, Charles J. (Charly)~~	8661 Six Forks Rd	Raleigh	27615-2966	~~919/848-6715~~ ~~919-848-6715~~
NC	OPR	~~Chris LattaLangston, David Calvin (David)~~	~~4621 Capital Blvd~~ ~~8901 Brier Creek Pkwy~~	Raleigh	~~27604-4479~~ ~~7617-7807~~	~~919/850-2175~~ ~~919-973-0093~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

NC	OPR	~~Chris Latta, B. Chris (Chris)~~	~~6701 Falls of Neuse Rd~~	Raleigh	~~27615-5373~~	~~919/445-4556~~ ~~919-845-4556~~
NC	OPR	~~David Langston~~ <u>Latta, B. Chris (Chris)</u>	~~8901 Brier Creek Pkwy~~ <u>4621 Capital Blvd</u>	Raleigh	~~27617-7807~~ <u>7604-4479</u>	~~919/973-0093~~ <u>919-850-2175</u>
NC	OPR	~~Donovan Carless~~ <u>Lawson, Ashlee R. (Ashlee)</u>	~~5959 Triangle Town Blvd SPC FC1404~~ <u>2000 Cameron St</u>	Raleigh	~~27616-3268~~ <u>7605-1311</u>	~~919/792-2214~~ <u>919-589-1637</u>
NC	OPR	~~Jade Gosten~~ <u>McClure, Charles Thomas (Charlie)</u>	~~651 E Six Forks~~ <u>7740 Fayetteville Rd</u>	Raleigh	~~27609-7852~~ <u>7603-5430</u>	~~919/831-1408~~ <u>919-420-9760</u>
NC	OPR	~~Katherine~~ <u>Wade, Katherine Ann (Katherine)</u>	3770 Lake Boone Trl	Raleigh	27607-3042	~~919/785-2799~~ <u>919-785-2799</u>
NC	OPR	<u>Wade, Katherine Ann (Katherine)</u>	<u>1400 Edwards Mill Rd</u>	<u>Raleigh</u>	<u>27607-3624</u>	
NC	OPR	~~Nick~~ <u>Welch, Nicholas Michael (Nick)</u>	4325 Glenwood Ave Ste 2040	Raleigh	27612-4526	~~919/782-1911~~ <u>919-782-1911</u>
NC	OPR	~~Terry Butler~~ <u>Carowan, Andrew R.</u>	~~6612 Glenwood Ave~~ <u>4154 Main at North Hills St</u>	Raleigh	~~27612-7128~~ <u>7609-5754</u>	~~919/571-8480~~ <u>919-420-1936</u>
NC	OPR	~~Amy~~ <u>Galloway, Amy Michelle (Amy)</u>	280 Premier Blvd	Roanoke Rapids	27870-5076	~~252/541-5101~~ <u>252-541-5101</u>
NC	OPR	~~Bill~~ <u>Lehnes, William M. (Bill)</u>	1332 Jeffreys Rd	Rocky Mount	27804-1806	~~252/442-3525~~ <u>252-442-3525</u>
NC	OPR	~~Bo~~ <u>Hawkins, William Allan (Bo)</u>	902 E Innes St	Salisbury	28144-4638	~~704/797-9300~~ <u>704-797-9300</u>
NC	OPR	~~Kelly~~ <u>McKeown, Kelly Arnold (Kelly)</u>	3224 NC Highway 87 S	Sanford	27332	~~919/777-0707~~ <u>919-777-0707</u>
NC	OPR	~~Chris~~ <u>Guthrie, Christopher Joseph (Chris)</u>	2900 Frontage Rd NW	Shallotte	28470-5990	~~910/722-9011~~ <u>910-722-9011</u>
NC	OPR	<u>Beckler, Christopher Robin (Chris)</u>	<u>719 E Dixon Blvd</u>	<u>Shelby</u>	<u>28152-6831</u>	<u>704-481-8110</u>
NC	OPR	~~Brennan~~ <u>Dorsett, Brennan Neal (Brennan)</u>	2001 E Dixon Blvd Ste 38	Shelby	28152-6957	~~704/482-8150~~ <u>704-482-8150</u>
NC	OPR	~~Chris Beckler~~	~~719 E Dixon Blvd~~	~~Shelby~~	~~28152-6831~~	~~704/481-8110~~
NC	OPR	~~Keith~~ <u>Dimsdale, Brian Keith (Keith)</u>	1300 N Brightleaf Blvd	Smithfield	27577-7204	~~919/938-0058~~ <u>919-938-0058</u>
NC	OPR	~~Eric Corbett~~ <u>Watson, David Ligon (David)</u>	~~10735 S. US Highway 15/504~~ <u>228 Turnersburg Hwy</u>	~~Southern Pines~~ <u>Statesville</u>	~~28387-28625~~ <u>2797</u>	~~910/692-6646~~ <u>704-881-0002</u>
NC	OPR	~~David Watson~~ <u>Reasoner, Robert Mark (Rob)</u>	~~228 Turnersburg Hwy~~ <u>11730 Retail Dr</u>	~~Statesville~~ <u>Wake Forest</u>	~~28625-2797~~ <u>7587-7349</u>	~~704/881-0002~~ <u>919-562-9004</u>
NC	OPR	~~Rob~~ <u>Reasoner, Robert Mark (Rob)</u>	1010 Forestville Rd	Wake Forest	27587-9361	~~919/554-6995~~ <u>919-554-6995</u>
NC	OPR	~~Rob Reasoner~~	~~11730 Retail Dr~~	~~Wake Forest~~	~~27587-7349~~	~~919/562-9004~~
NC	OPR	~~Robert~~ <u>Conard, Robert Earl (Robert)</u>	45 Barber Blvd	Waynesville	28786-2874	~~828/452-7838~~ <u>828-452-7838</u>
NC	OPR	~~Mark~~ <u>Eller, Mark Albert (Mark)</u>	2007 W ~~US~~ <u>US</u> Highway 421	Wilkesboro	28697-8637	~~336/921-2697~~ <u>336-921-2697</u>
NC	OPR	~~Ben Salmon~~ <u>Jarvis, Harold William II (Harold)</u>	~~5123 Market St~~ <u>5106 S College Rd</u>	Wilmington	~~28405-3431~~ <u>8412-2206</u>	~~910/397-2884~~ <u>910-794-9008</u>
NC	OPR	~~Billy~~ <u>Lynch, William David (Billy)</u>	~~195 Porters Neck~~ <u>6891 Swan Mill Rd</u>	Wilmington	~~28411-7601~~ <u>8405-3170</u>	~~910/686-2130~~ <u>910-256-0854</u>
NC	OPR	~~Billy~~ <u>Lynch, William David (Billy)</u>	~~6891 Swan Mill~~ <u>195 Porters Neck Rd</u>	Wilmington	~~28405-3170~~ <u>8411-7601</u>	~~910/256-0854~~ <u>910-686-2130</u>
NC	OPR	~~Harold Jarvis~~ <u>Perdue, Calvin Michael (Mike)</u>	~~5106 S College Rd~~ <u>3500 Oleander Dr Ste Fc2</u>	Wilmington	~~28412-2206~~ <u>8403-0847</u>	~~910/794-9008~~ <u>910-799-3900</u>
NC	OPR	~~Mike~~ <u>Perdue, Calvin Michael (Mike)</u>	3389 Oleander Dr	Wilmington	28403-0808	~~910/452-9399~~ <u>910-452-9399</u>
NC	OPR	~~Mike~~ <u>Perdue</u> <u>Salmon, John Benjamin (Ben)</u>	~~3500 Oleander Dr Ste Fc2~~ <u>5123 Market St</u>	Wilmington	~~28403-0847~~ <u>8405-3431</u>	~~910/799-3900~~ <u>910-397-2884</u>
NC	OPR	~~Christy~~ <u>Proctor, Christy Dianne (Christy)</u>	2407 Forest Hills Rd W	Wilson	27893-3478	~~252/206-9862~~ <u>252-206-9862</u>
NC	OPR	~~Christy~~ <u>Proctor, Christy Dianne (Christy)</u>	5100 Raleigh Road Pkwy W	Wilson	27896-9708	~~252/640-2756~~ <u>252-640-2756</u>
NC	OPR	~~Brooks Pender~~ <u>Ingram, Carrie Leigh (Carrie)</u>	~~3320 Silas Creek Pkwy Ste FC7~~ <u>1925 N Peace Haven Rd</u>	Winston Salem	~~27103-3126~~ <u>7106-4850</u>	~~336/760-9412~~ <u>336-923-7125</u>
NC	OPR	~~Carrie~~ <u>Ingram</u> <u>Parrish, Michael Ross (Ross)</u>	~~1925 N Peace Haven~~ <u>328 E Hanes Mill Rd</u>	Winston Salem	~~27106-4850~~ <u>7105-9135</u>	~~336/659-8140~~ <u>336-377-3440</u>
NC	OPR	~~Tassan~~ <u>Laura</u> ~~Turbyfill~~ <u>Grace (Laura)</u>	391 Knollwood St	Winston Salem	27103-1814	~~336/722-6058~~ <u>336-722-6058</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

NC	OPR	~~Peter~~ Zimmermann, <u>Peter Karl Irum (Peter)</u>	3345 Sides Branch Rd	Winston Salem	27127-6852	~~727/725-2206~~ <u>336-283-0080</u>
NC	OPR	~~Peter~~ Zimmermann, <u>Peter Karl Irum (Peter)</u>	924 Hanes Mall Blvd	Winston Salem	27103-5527	~~336/765-0743~~ <u>336-765-0713</u>
NC	OPR	~~Ross Parrish~~ <u>Pender, Brooks</u>	~~328 E Hanes Mill Rd~~ <u>3320 Silas Creek Pkwy Ste FC7</u>	Winston Salem	~~27405-91352~~ <u>7103-3126</u>	~~336/377-3440~~ <u>336-760-9412</u>
NC	OPR	~~OPR~~ <u>Abbott</u> ~~Dees, Abbott W. (Abbott)~~	4239 Winterville Pkwy	Winterville	28590-7969	~~252/321-1382~~ <u>252-321-1382</u>
ND	OPR	~~OPR~~ <u>Andrew</u> ~~Stubbs, Andrew Joseph (Andrew)~~	703 S-- 3rd ~~Street~~ <u>St</u>	Bismarck	~~58504-57535~~ <u>8504-7558</u>	~~701/751-0793~~ <u>701-751-0793</u>
ND	OPR	~~Kimberly~~ Flamm, <u>Kimberly Kay (Kimberly)</u>	4100 13th Ave S	Fargo	58103-3322	~~701/281-5976~~ <u>701-281-5976</u>
ND	OPR	~~Guy~~ Wentink, <u>Michael Guy (Guy)</u>	3230 32nd Ave S	Grand Forks	58201-6018	~~701/746-9942~~ <u>701-746-9942</u>
NE	OPR	~~Tom~~ Deall, <u>Thomas Arthur (Tom)</u>	2016 Cornhusker Rd	Bellevue	68123-4422	~~402/292-2337~~ <u>402-292-2337</u>
NE	OPR	~~Charlie~~ Colon, <u>Charles F. (Charlie)</u>	6810 S 27th St	Lincoln	68512-4822	~~402/975-2448~~ <u>402-975-2448</u>
NE	OPR	~~Mike~~ Stice, <u>Michael Floyd (Mike)</u>	4770 O St	Lincoln	68510-1847	~~402/465-0075~~ <u>402-465-0075</u>
NE	OPR	~~Ed~~ Douan, <u>Edward Kenneth Jr. (Ed)</u>	12310 W Dodge Rd	Omaha	68154-2382	~~402/884-8654~~ <u>402-884-8654</u>
NE	OPR	~~Rich~~ Ubele	~~7575 Dodge St~~	~~Omaha~~	~~68114-3632~~	~~402/614-6960~~
NE	OPR	~~Stu~~ Shaw, <u>Stuart J. (Stu)</u>	17501 W Center Rd	Omaha	68130-2740	~~402/334-3452~~ <u>402-334-3452</u>
NE	OPR	~~Valerie~~ ~~Oliver~~ <u>Smith, Kent Joseph Jr. (Kent)</u>	6310 N 72nd St	Omaha	68134-2104	~~402/571-0927~~ <u>402-571-0927</u>
NE	OPR	~~Ubele, Richard George Jr. (Rich)~~	~~7575 Dodge St~~	~~Omaha~~	~~68114-3632~~	~~402-614-6960~~
NE	OPR	~~Josh~~ Norton, <u>Joshua Warren (Josh)</u>	8710 S 71st Plz	Papillion	68133-2142	~~402/934-6604~~ <u>402-934-6602</u>
NH	OPR	~~OPR~~ <u>Anthony</u> ~~Piccola, Anthony Jay (Anthony)~~	310 Daniel Webster Hwy Ste 144	Nashua	03060-5732	~~603/891-1000~~ <u>603-891-1000</u>
NH	OPR	~~OPR~~ <u>Anthony</u> ~~Piccola, Anthony Jay (Anthony)~~	377 Amherst St	Nashua	03063-1210	~~603/595-2202~~ <u>603-595-2202</u>
NH	OPR	~~Grant~~ Stoffel, <u>Grant Edward (Grant)</u>	14 S Village Dr	Salem	03079-3002	~~978/872-1421~~ <u>978-872-1421</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

NJ	OPR	~~Bill~~ Diaco, <u>William P. (Bill)</u>	110 Black Horse Pike	Audubon	08106	~~856/547-0815~~ <u>856-547-0815</u>
NJ	OPR	~~Bill~~ Diaco, <u>William P. (Bill)</u>	301 White Horse Pike	Barrington	08007-1317	~~856/417-0222~~ <u>856-417-0222</u>
NJ	OPR	~~Ted~~ Reim, <u>Theodore Michael (Ted)</u>	522 Route 70	Brick	08723-4014	~~732/477-1093~~ <u>732-477-1093</u>
NJ	OPR	~~Jamie~~ Gottschling, <u>James A. Jr. (Jamie)</u>	1817 Mount Holly Rd	Burlington	08016-4700	~~609/309-9335~~ <u>609-309-9335</u>
NJ	OPR	~~Dave~~ Curran, <u>David J. (Dave)</u>	~~2020 Marlton Pike W Ste C~~ <u>400 Haddonfield Rd</u>	Cherry Hill	~~08002-27540~~ <u>8002-2206</u>	~~856/488-9117~~ <u>856-488-1600</u>
NJ	OPR	~~Dave~~ Curran, <u>David J. (Dave)</u>	~~400 Haddonfield Rd~~ <u>2250 Route 70 West</u>	Cherry Hill	~~08002-22060~~ <u>8002</u>	~~856/488-1600~~
NJ	OPR	~~Shelby~~ Streeter, <u>Shelby Reaves (Shelby)</u>	1749 Marlton Pike E	Cherry Hill	08003-2320	~~856/481-3077~~ <u>856-481-3077</u>
NJ	OPR	~~Steve~~ Cozzi, <u>Steven Jacob (Steve)</u>	1301 Fairview Blvd	Delran	08075-1452	~~856/764-0765~~ <u>856-764-0765</u>
NJ	OPR	~~Henry, Thomas Edgar (Tom)~~	~~1480 Clements Bridge Rd~~	~~Deptford~~	~~08096-3006~~	~~856-853-0425~~
NJ	OPR	~~Steven~~ Kramb, <u>Steven Randall (Stevie)</u>	1750 Deptford Center Rd Ste F17	Deptford	08096-5235	~~856/209-4666~~ <u>856-209-4666</u>
NJ	OPR	~~Tom~~ Henry	~~1480 Clements Bridge Rd~~	~~Deptford~~	~~08096-3006~~	~~856/853-0425~~
NJ	OPR	~~Cassie~~ Stubbs, <u>Cassandra Nicole (Cassie)</u>	42 State Route 36	Eatontown	07724-2508	~~609/496-5479~~ <u>609-496-5479</u>
NJ	TMP	~~Rebecca~~ Rouse <u>Herndon, Mary</u>	180 Highway 35 Spc F-9	Eatontown	07724-2023	~~732/542-2243~~ <u>732-542-2243</u>
NJ	OPR	~~Stein, Sophie R. (Sophie)~~	~~999 US Highway 1~~	~~Edison~~	~~08817-4849~~	~~732-743-7123~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

NJ	TMP	~~Brian~~ <u>Bundy Young, Samantha</u>	55 Parsonage Rd Unit 434	Edison	08837-2499	~~732-548-6024~~ <u>732-548-6024</u>
NJ	OPR	~~Sophie~~ <u>SteinMaxwell, Joshua M. (Josh)</u>	~~999 US Highway 1~~ <u>6038 Black Horse Pike</u>	~~Edison~~ <u>Egg Harbor Township</u>	~~08817-4849~~ <u>08234-9752</u>	~~732/743-7123~~ <u>609-407-4100</u>
NJ	<u>OPR</u>	~~OPR~~ <u>Amy</u> ~~McCloy-Miles,~~ <u>Amy Theresa (Amy)</u>	6801 Black Horse Pike	~~Egg Harbor Township~~ <u>Egg Harbor Township</u>	~~08234-4115~~ <u>08234-9752</u>	~~609/407-4900~~ <u>609-407-4900</u>
NJ	OPR	~~Josh~~ <u>Maxwell</u>	~~6038 Black Horse Pike~~	~~Egg Harbor~~	~~08234-9752~~	~~609/407-4100~~
NJ	OPR	~~Dennis~~ <u>Williams, Dennis Denver (Dennis)</u>	2 Nathaniel Pl	Englewood	07631-2735	~~201/227-2050~~ <u>201-227-2050</u>
NJ	OPR	~~Ryan~~ <u>Reep, Ryan Jeffrey (Ryan)</u>	287 US Highway 202/31 S	Flemington	08822-3458	~~908/237-2697~~ <u>908-237-2697</u>
NJ	OPR	~~Kelvin~~ <u>GardnerDigges, Benjamin William (Ben)</u>	~~3323~~ <u>3710 US Highway 9</u> ~~Ste 2314~~	Freehold	~~07728-85280~~ <u>7728-4812</u>	~~732/431-3067~~ <u>732-308-3402</u>
NJ	OPR	~~Ramon~~ <u>VaronaGardner, Kelvin Gerard (Kelvin)</u>	~~3740~~ <u>3323 US Highway 9</u> ~~Ste 2314~~	Freehold	~~07728-48120~~ <u>7728-8528</u>	~~732/308-3402~~ <u>732-431-3067</u>
NJ	OPR	~~Dennis~~ <u>Williams, Dennis Denver (Dennis)</u>	41 Route W # 4	Hackensack	07601	~~201/525-7290~~ <u>201-525-7290</u>
NJ	OPR	~~Josh~~ <u>Leon, Joshua Michael (Josh)</u>	555 Marketplace Blvd	Hamilton	08691-2112	~~609/581-7603~~ <u>609-581-7603</u>
NJ	OPR	~~Brandon~~ <u>Jones, Brandon A. (Brandon)</u>	2819 State Route 35	Hazlet	~~0773007730-~~ <u>1516</u>	~~732/335-5543~~ <u>732-335-5543</u>
NJ	~~TMP~~ <u>OPR</u>	~~Sarah~~ <u>Houchins, Sarah Wilson (Sarah)</u>	4881 Us Highway 9	Howell	07731-3749	~~732/730-9033~~ <u>732-730-9033</u>
NJ	OPR	~~Petersen,~~ <u>Dorian</u> ~~Peterson~~ <u>Marcell (Dorian)</u>	30 Mall Dr W	Jersey City	07310-1615	~~201/459-1100~~ <u>201-459-1100</u>
NJ	OPR	~~Jonathan~~ <u>Marple, Jonathan Adam (Jonathan)</u>	2950 US Highway 1	Lawrenceville	08648-2415	~~609/710-5511~~ <u>609-710-5511</u>
NJ	OPR	~~Marlon~~ <u>Terrell, Marlon Devon (Marlon)</u>	900 W Edgar Road	Linden	07036	~~908/290-3289~~ <u>908-290-3289</u>
NJ	OPR	~~Matthew~~ <u>Baals, Matthew D. (Matthew)</u>	434 Route 72 W	Manahawkin	08050-2899	~~609/488-6611~~ <u>609-488-6611</u>
NJ	OPR	~~Christian~~ <u>McGrory, Christian Joseph (Christian)</u>	220 Route 73 N	Marlton	08053-1608	~~856/985-4391~~ <u>856-985-4391</u>
NJ	OPR	~~Drew~~ <u>Blind, Andrew Joseph (Drew)</u>	1711 NJ-10 (Rt.10)	Morris Plains	07950	~~973/605-1029~~ <u>973-605-1029</u>
NJ	<u>OPR</u>	~~OPR~~ <u>Alyssa</u> ~~Schleicher~~ <u>Reiner, Richard C. Jr. (Rich)</u>	~~1418 Nixon Dr~~ <u>58 Centerton Rd</u>	Mount Laurel	~~08054-42610~~ <u>8054-6102</u>	~~856/778-1900~~ <u>856-439-2696</u>
NJ	OPR	~~Rich~~ <u>ReinerSchleicher, Alyssa Ranae (Alyssa)</u>	~~58 Centerton Rd~~ <u>1418 Nixon Dr</u>	Mount Laurel	~~08054-61020~~ <u>8054-4261</u>	~~856/439-2696~~ <u>856-778-1900</u>
NJ	<u>OPR</u>	~~OPR~~ <u>Adam</u> ~~Smith,~~ <u>Adam Ryan (Adam)</u>	7416 Tonnelle Ave	North Bergen	07047-4619	~~201/351-0344~~ <u>201-351-0344</u>
NJ	OPR	~~Carlos~~ <u>Colon-Lopez, Carlos J. (Carlos)</u>	2313 US Highway 1	North Brunswick	08902-4422	~~732/289-9699~~ <u>732-289-9699</u>
NJ	<u>OPR</u>	~~Varona,~~ <u>Ramon (Ramon)</u>	~~1613 State Highway 35~~	~~Oakhurst~~	~~07755-2907~~	~~732-769-4232~~
NJ	OPR	~~James~~ <u>Cordero, James W. (James)</u>	770 Texas Rd	Old Bridge	08857	~~732/591-1560~~ <u>732-591-1560</u>
NJ	<u>OPR</u>	~~Crane,~~ <u>Zachary Tyler (Zach)</u>	~~1 Garden State Plz~~	~~Paramus~~	~~07652-2417~~	~~201-843-0347~~
NJ	<u>OPR</u>	~~OPR~~ <u>Aaron</u> ~~Reynolds,~~ <u>Aaron Frederick (Aaron)</u>	2065 Paramus Park Mall	Paramus	07652-3536	~~201/967-1059~~ <u>201-967-1059</u>
NJ	~~TMP~~ <u>OPR</u>	~~Zachary~~ <u>Crane</u> <u>Atie, Charbel B (Charlie)</u>	~~1 Garden State Plz~~ <u>Spc Fe-10</u> ~~1180 US Highway 46~~	~~Paramus~~ <u>Parsipp</u> <u>any</u>	~~07652-24170~~ <u>7054-2142</u>	~~201/843-0347~~
NJ	OPR	~~Jon~~ <u>Young, Jonathan D. (Jon)</u>	1194 US Highway 22	Phillipsburg	08865-4117	~~908/859-4000~~ <u>908-859-4000</u>
NJ	OPR	~~Ray~~ <u>Cowan, Raymond Edward Jr. (Ray)</u>	726 State Rt 17	Ramsey	07446-1603	~~201/818-8825~~ <u>201-818-8825</u>
NJ	OPR	~~Jeff~~ <u>Price, Jeffrey R. (Jeff)</u>	621 Woodbury Glassboro Rd	Sewell	08080-3733	~~856/464-2277~~ <u>856-464-2277</u>
NJ	OPR	~~Burley~~ <u>Clark, Burley Allen (Burley)</u>	481 ~~Berlin~~ <u>Cross Keys Road</u> ~~Rd~~	Sicklerville	08081-9749	~~856/262-0002~~ <u>856-262-0002</u>
NJ	OPR	~~Will~~ <u>Bridges, William E. Jr. (Will)</u>	4801 Stelton Rd	South Plainfield	07080-1106	~~908/548-8729~~ <u>908-548-8729</u>
NJ	OPR	~~Ken~~ <u>Walsh, Kenneth A. (Ken)</u>	19 Teterboro Landing Dr	Teterboro	07608-1120	~~201/288-0847~~ <u>201-288-0847</u>
NJ	OPR	~~Burley~~ <u>Clark, Burley Allen (Burley)</u>	5651 Route 42	Turnersville	08012-1000	~~856/228-2111~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

~~CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22~~						
						~~856-628-2111~~
NJ	TMP	~~Jesse Holzmer~~ <u>Hickman, James Jr</u>	2319 US Highway 22 W	Union	07083-8517	~~908/688-4515~~ ~~908-688-4515~~
<u>NJ</u>	<u>OPR</u>	<u>Kelley, Phillip Allen (Phil)</u>	<u>1211 W Landis Ave</u>	<u>Vineland</u>	<u>08360-3462</u>	<u>856-692-0009</u>
NJ	OPR	~~Phil~~ <u>Kelley, Phillip Allen (Phil)</u>	3849 S Delsea Dr	Vineland	08360-7408	~~856/327-4414~~ ~~856-327-4414~~
NJ	OPR	~~John~~ <u>McArthur, John E. (John)</u>	1170 White Horse Rd	Voorhees	08043-2108	~~856/784-5360~~ ~~856-784-5360~~
NJ	OPR	~~Michael~~ <u>Thornton, Michael William (Michael)</u>	1662 US Highway 22	Watchung	07069-6508	~~908/561-0580~~ ~~908-561-0580~~
NJ	OPR	~~Vickie~~ <u>Witt, Victoria Ann (Vickie)</u>	88 Willowbrook Blvd	Wayne	~~747~~ <u>07470</u>	~~973/841-5102~~ ~~973-841-5102~~
NJ	OPR	~~Mike~~ <u>Lutz, Michael L. (Mike)</u>	244 N Route 73	West Berlin	08091-2505	~~856/767-0817~~ ~~856-767-0817~~
<u>NJ</u>	<u>OPR</u>	<u>Halligan, Amanda Leigh (Amanda)</u>	<u>320 US Highway 9 N</u>	<u>Woodbridge</u>	<u>07095-1004</u>	<u>732-754-9297</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

NJ	OPR	~~Aaron~~ <u>Tam, Hanbin A. (Aaron)</u>	434 Woodbridge Ctr	Woodbridge	07095-1305	~~732/634-8981~~ ~~732-634-8981~~
NJ	OPR	~~Marlon~~ <u>Terrell, Marlon Devon (Marlon)</u>	1040 US Highway 1 N	Woodbridge	07095-2507	~~732/636-2074~~ ~~732-636-2074~~
<u>NM</u>	<u>OPR</u>	<u>Cook, Mark W. (Mark)</u>	<u>2274 Wyoming Blvd NE</u>	<u>Albuquerque</u>	<u>87112-2620</u>	<u>505-299-0276</u>
<u>NM</u>	<u>OPR</u>	<u>Cook, Mark W. (Mark)</u>	<u>8110 San Pedro Dr NE</u>	<u>Albuquerque</u>	<u>87113-1735</u>	<u>505-797-7858</u>
<u>NM</u>	<u>OPR</u>	<u>Juarez, Christopher A D (Chris)</u>	<u>3911 Las Estancias Ct SW</u>	<u>Albuquerque</u>	<u>87121-5548</u>	<u>505-305-6058</u>
NM	OPR	~~Dan~~ <u>O'Bryan, Daniel Philip (Dan)</u>	4001 Coors Blvd NW	Albuquerque	87120-3577	~~505/831-6999~~ ~~505-831-6999~~
NM	OPR	~~Ken~~ <u>Sersun, Kenneth C. (Ken)</u>	210 Eubank Blvd SE	Albuquerque	87123-3327	~~505/292-9190~~ ~~505-292-9190~~
<u>NM</u>	<u>OPR</u>	<u>Len Spadoni</u>	<u>1600 Gibson Blvd SE</u>	<u>Albuquerque</u>	<u>87106-5043</u>	<u>505/247-0947</u>
<u>NM</u>	<u>OPR</u>	<u>Len Spadoni</u>	<u>5009 Montgomery Blvd NE</u>	<u>Albuquerque</u>	<u>87109-1307</u>	<u>505/884-4171</u>
NM	OPR	~~Margo~~ <u>Wilson, Margaret Rose (Margo)</u>	3801 Ellison Rd Nw	Albuquerque	87114-7017	~~505/898-8988~~ ~~505-898-8988~~
NM	~~OPR~~ <u>TM P</u>	~~Mark Cook~~ <u>Bundy, Brian</u>	~~2274 Wyoming~~ <u>5009 Montgomery Blvd NE</u>	Albuquerque	~~87112-2620~~ <u>7109-1307</u>	~~505/299-0276~~ ~~505-884-4171~~
NM	~~OPR~~ <u>TM P</u>	~~Mark Cook~~ <u>Viens, Nathaniel</u>	~~8110 San Pedro Dr NE~~ <u>1600 Gibson Blvd SE</u>	Albuquerque	~~87113-1735~~ <u>7106-5043</u>	~~505/797-7858~~ ~~505-317-3731~~
NM	OPR	~~Gary~~ <u>Smouse, Gary A. (Gary)</u>	4910 E Main St	Farmington	87402-8658	~~505/325-7000~~ ~~505-325-7000~~
NM	OPR	~~Matt~~ <u>Carper, Matthew L. (Matt)</u>	~~1105~~ <u>2091 E University Lohman Ave</u>	Las Cruces	~~88001-5607~~ <u>8001-3189</u>	~~575/521-6247~~ ~~575-524-2888~~
NM	OPR	~~Matt~~ <u>Carper, Matthew L. (Matt)</u>	~~2091~~ <u>1105 E Lohman University Ave</u>	Las Cruces	~~88001-3189~~ <u>8001-5607</u>	~~575/524-2888~~ ~~575-521-6247~~
NM	OPR	~~Bridget~~ <u>Alcala, Bridget F. (Bridget)</u>	1058 Unser Blvd SE	Rio Rancho	87124-6001	~~505/892-1359~~ ~~505-892-1359~~
NM	OPR	~~Mark~~ <u>Ruse, Mark A. (Mark)</u>	2400 Cerrillos Rd	Santa Fe	87505-3392	~~505/424-2269~~ ~~505-424-2269~~
NV	OPR	~~Matt~~ <u>Hock, Matthew Neil (Matt)</u>	4751 Cochise Street	Carson City	89703	~~775/600-1027~~
<u>NV</u>	<u>OPR</u>	<u>Mullins, Daniel Taylor (Dan)</u>	<u>256 W Lake Mead Pkwy</u>	<u>Henderson</u>	<u>89015</u>	
NV	OPR	~~Dan~~ <u>Mullins, Daniel Taylor (Dan)</u>	460 N Stephanie St	Henderson	89014-6651	~~702/463-4004~~ ~~702-463-4004~~
NV	OPR	~~Bill~~ <u>Carnohan, William Earl II (Bill)</u>	1100 S Fort Apache Rd	Las Vegas	89117-5459	~~702-703-1053~~
NV	~~TMP~~ <u>OP R</u>	~~Brandon~~ <u>Guardiola, Henry Lim (Henry)</u>	~~4165 Paradise Rd~~ <u>7010 Las Vegas Blvd S</u>	Las Vegas	~~89169-6512~~ <u>9119-4007</u>	~~725/204-9116~~ ~~702-384-0080~~
NV	OPR	~~Cole~~ <u>Donahoo, Misti Marie (Misti)</u>	~~2480 S Rancho Dr~~ <u>6410 Centennial Center Blvd</u>	Las Vegas	~~89102~~ <u>89149</u>	~~702/252-4232~~ ~~702-540-4588~~
NV	OPR	~~Cole~~ <u>Donahoo, William Cole (Cole)</u>	3841 W Flamingo Rd	Las Vegas	89103-4009	~~702/357-3003~~ ~~702-357-3003~~
NV	OPR	~~Dave~~ <u>Taplin, Donahoo, William Cole (Cole)</u>	~~9925~~ <u>2480 S Eastern Ave Rancho Dr</u>	Las Vegas	~~89183-7944~~ <u>9102</u>	~~702/684-6888~~ ~~702-252-4232~~
NV	OPR	~~David~~ <u>Mullins, Guardiola, Brandon Corey (Brandon)</u>	~~3667 Las Vegas Blvd S~~ <u>4165 Paradise Rd</u>	Las Vegas	~~89109-4331~~ <u>9169-6512</u>	~~702/331-3038~~ ~~725-204-9116~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

NV	OPR	~~Henry-Chen~~ <u>Merrell, Vincent Mickal (Vince)</u>	~~1991 N Rainbow Blvd S~~	Las Vegas	~~89149-1908~~ 9108-2798	~~702/244-0080~~ 702-648-6486
NV	OPR	~~Misti Cunningham~~ <u>Mullins, David Joseph (David)</u>	~~6410 Centennial Center~~ <u>3667 Las Vegas Blvd S</u>	Las Vegas	~~89149-1909~~ 4331	~~702/540-4588~~ 702-331-3038
NV	OPR	~~Ron~~ <u>Peterson, Ronald Joe (Ron)</u>	9830 W Flamingo Rd	Las Vegas	89147	~~702/433-4381~~ 702-433-4381
NV	OPR	~~Vince Merrell~~ <u>Taplin, David Paul (Dave)</u>	~~1991 N Rainbow Blvd~~ <u>9925 S Eastern Ave</u>	Las Vegas	~~89108-2798~~ 9183-7944	~~702/648-6486~~ 702-684-6888
NV	OPR	~~Amy~~ <u>Malmrose, Amy Kathrine (Amy)</u>	1720 W Craig Rd	North Las Vegas	89032-0225	~~844/588-2699~~ 844-588-2699
NV	OPR	~~Ryan~~ <u>Smith, Ryan Douglas (Ryan)</u>	6365 S McCarran Blvd	Reno	89509-6101	~~775/470-8333~~ 775-470-8333
NV	OPR	~~Tiffany~~ <u>Sangster, Tiffany Dawn (Tiffany)</u>	1390 Big Fish Dr	Sparks	89434-4413	~~775/440-1828~~ 775-440-1828
NY	OPR	~~Mekonen~~ <u>Senay F. (Senay)</u>	~~76 West 225th Street~~	Bronx	~~10463-7002~~	~~347-577-4910~~
NY	OPR	~~Ruiz Gonzalez, Roberto (Roberto)~~	~~203 E Fordham Rd~~	Bronx	~~10458-5014~~	~~347-222-3811~~
NY	OPR	~~Brandon~~ <u>Hurst, Brandon Jaraud (Brandon)</u>	166 Flatbush Ave	Brooklyn	11217-2019	~~917/810-0455~~ 917-810-0455
NY	~~TMP~~ <u>OPR</u>	~~Drake~~ <u>Rabon, Drake McConnell (Drake)</u>	3464 McKinley Pkwy	Buffalo	14219-2131	~~716/803-8801~~ 716-803-8801
NY	OPR	~~Cassandra~~ <u>Sheedy, Cassandra Lee (Cassandra)</u>	1753 Walden Ave	Cheektowaga	14225-4924	~~716/894-2042~~ 716-894-2042
NY	OPR	~~Jimmer~~ <u>Szatkowski, Anthony James (Jimmer)</u>	7916 Brewerton Rd	Cicero	13039-9550	~~315/288-5202~~ 315-288-5202
NY	OPR	~~Payne, John Scott II (Scott)~~	~~304 Clifton Park Ctr Rd~~	Clifton Park	~~12065-4036~~	~~518-707-0877~~
NY	OPR	~~Bryan~~ <u>Beasley, Robert E. Bryan (Bryan)</u>	656 Commack Rd	Commack	11725-5404	~~631/499-1280~~ 631-499-1280
NY	OPR	~~Andrew~~ <u>Privitera, Andrew J. (Andrew)</u>	4942 Transit Rd	Depew	14043-4616	~~716/601-7741~~ 716-601-7741
NY	~~OPR~~ <u>OPR</u>	~~Aman~~ <u>Mekonen</u> <u>Dickson, Jonathan Macgregor (Jonathan)</u>	~~82-23 Baxter Ave~~ <u>9015 Queens Blvd Ste 7</u>	Elmhurst	~~11373-1304~~ 1373-4910	~~917/579-0008~~ 718-271-1755
NY	OPR	~~Jonathan Dickson~~ <u>Mekonen, Aman F. (Aman)</u>	~~9015 Queens Blvd Ste 7~~ <u>82-23 Baxter Ave</u>	Elmhurst	~~11373-4910~~ 1373-1304	~~718/271-1755~~ 917-579-0008
NY	OPR	~~Nolan~~ <u>Patrick, Steven Nolan (Nolan)</u>	1991 Broadhollow Rd	Farmingdale	11735-1704	~~631/777-1926~~ 631-777-1926
NY	OPR	~~Joe~~ <u>Hawkins, Joseph Paul (Joe)</u>	630 Old Country Rd	Garden City	11530-3467	~~516/743-3636~~ 516-743-3636
NY	OPR	~~Alan~~ <u>Taylor, Alan T. (Alan)</u>	2140 W Ridge Rd	Greece	14626-2802	~~585/225-1005~~ 585-225-1005
NY	OPR	~~Erin~~ <u>Elko, Erin M. (Erin)</u>	1401 Broadway Mall	Hicksville	11801-2715	~~516/433-6305~~ 516-433-6305
NY	OPR	~~Noah~~ <u>Levy, Noah Fredrick (Noah)</u>	200 E Jericho Turnpike	~~Huntington Station~~ <u>School 1767</u>	~~11746-7324~~ 11746-7324	~~631/944-8331~~ 631-944-8331
NY	OPR	~~Elko, Erin M. (Erin)~~	~~3859 Hempstead Tpke~~	Levittown	~~11756-1305~~	~~516-735-1341~~
NY	OPR	~~Jimmer~~ <u>Szatkowski, Anthony James (Jimmer)</u>	3974 State Route 31	Liverpool	13090-1312	~~315/715-4008~~ 315-715-4008
NY	OPR	~~Al Cuevas~~ <u>Baals, Joshua A. (Josh)</u>	~~601 W 181st St~~ <u>700 6th Ave</u>	New York	~~10033-4941~~ 0010-5141	~~646/351-6711~~ 855-667-3232
NY	OPR	~~Bill Lynch~~ <u>Baals, Joshua A. (Josh)</u>	~~1180 Avenue of the Americas~~ <u>461 Park Ave S</u>	New York	~~10036-8401~~ 0016-6822	~~877/772-1020~~ 855-667-3232
NY	OPR	~~Bohs, Charles Oliver (Charles)~~	~~675 8th Ave~~	New York	~~10036-7105~~	~~718-504-6528~~
NY	OPR	~~Caldwell, Jared Michael (Jared)~~	~~1536 3rd Ave~~	New York	~~10028-2167~~	~~212-410-7500~~
NY	OPR	~~Cook, Roscoe Luke (Luke)~~	~~144 Fulton St~~	New York	~~10038-2505~~	~~212-381-0780~~
NY	OPR	~~Charles Bohs~~	~~675 8th Ave~~	New York	~~10036-7105~~	~~718/504-6528~~
NY	OPR	~~Ellie Kim~~	~~50 E 42nd St~~	New York	~~10017-5457~~	~~917/261-6415~~
NY	OPR	~~Jared Caldwell~~	~~1536 3rd Ave~~	New York	~~10028-2167~~	~~212/410-7500~~
NY	OPR	~~Josh Baals~~	~~461 Park Ave S~~	New York	~~10016-6822~~	~~855/667-3232~~
NY	OPR	~~Josh Baals~~	~~700 Avenue of the Americas~~	New York	~~10010-5141~~	~~855/667-3232~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

NY	OPR	~~Kevin Young~~ Cuevas, Alberonys V. (Al)	~~216601~~ W ~~125th~~ 181st St	New York	~~10027-44101~~ ~~0033-4914~~	~~646/370-5144~~ ~~646-351-6711~~
NY	OPR	~~Luke Cook~~ Daniels, Paul Michael (Paul)	~~144 Fulton St~~ 918 8th Ave	New York	~~10038-25051~~ ~~0019-5152~~	~~212/381-0780~~ ~~212-245-2325~~
NY	OPR	~~Oscar~~ Fittipaldi, Oscar Alberto (Oscar)	1000 ~~Avenue of the Americas~~ 6th Ave	New York	10018-5440	~~212/704-9920~~ ~~212-704-9920~~
NY	OPR	~~Oscar~~ Fittipaldi, Oscar Alberto (Oscar)	219 W 34th St	New York	10001	~~212/564-5045~~ ~~212-564-5045~~
NY	OPR	Kim, Eleanor E. (Ellie)	50 E 42nd St	New York	10017-5457	917-261-6415
NY	OPR	~~Paul Daniels~~ Lynch, William Anthony Jr. (Bill)	~~918 8th~~ 1180 6th Ave	New York	~~10019-51521~~ ~~0036-8401~~	~~212/245-2325~~ ~~877-772-1020~~
NY	OPR	~~Sam~~ Megala, Sabry (Sam)	711 Lexington Ave	New York	10022-2053	~~646/368-1700~~ ~~646-368-1700~~
NY	OPR	Young, Kevin Terrell (Kevin)	216 W 125th St	New York	10027-4410	646-370-5144
NY	OPR	~~Michael~~ King, Michael Emerson (Michael)	400 State Route 3	Plattsburgh	12901-6519	~~518/324-6696~~ ~~518-324-6696~~
NY	OPR	~~Stan~~ Abrahamsen, Stanley M. (Stan)	5184 Nesconset Hwy	~~Port Jervis~~ ~~Stateville~~	~~11776-1302~~ ~~11776-1302~~	~~631/476-8100~~ ~~631-476-8100~~
NY	OPR	Potts, William Kirk (Will)	502 North Greenbush Road	Rensselaer	12144-9406	518-576-7272
NY	OPR	~~Bill~~ Kaser, William W. (Bill)	1115 E Ridge Rd	Rochester	14621-1903	~~585/505-6377~~ ~~585-505-6377~~
NY	OPR	~~Michael~~ Taylor, Michael Lawrence (Michael)	100 Marketplace Dr Ste 200	Rochester	14623-6000	~~585/272-1700~~ ~~585-272-1700~~
NY	OPR	~~Marc~~ Thompson, Ralph Marcus Jr. (Marc)	24923 Rockaway Blvd	Rosedale	11422-3111	~~718/269-7242~~ ~~718-269-7242~~
NY	OPR	~~Bryan~~ Beasley, Robert E. Bryan (Bryan)	530 Smithtown Byp	Smithtown	11787-5017	~~631/360-3565~~ ~~631-360-3565~~
NY	OPR	~~Roosevelt~~ Board, Roosevelt Jarrell (Roosevelt)	2655 Richmond Ave	Staten Island	10314-5821	~~929/343-5064~~ ~~929-343-5064~~
NY	OPR	~~Merrit~~ Brady, Merrit Addison (Merrit)	1290 Arsenal St	Watertown	13601-2182	~~855/946-2647~~ ~~855-946-2647~~
NY	OPR	~~Scott~~ Buccellato, Scott C. (Scott)	1530 Old Country Rd	Westbury	11590-5252	~~516/222-2530~~ ~~516-222-2530~~
OH	OPR	~~Chyress~~ Obregon, Chyress D. (Chyress)	26300 Cedar Rd Ste FC5	Beachwood	44122-1196	~~216/831-5195~~ ~~216-831-5195~~
OH	OPR	~~Rex~~ Brooking, Rex Hamilton (Rex)	2360 N Fairfield Rd	Beavercreek	45431-2558	~~937/320-1228~~ ~~937-320-1228~~
OH	OPR	~~Rex~~ Brooking, Rex Hamilton (Rex)	2727 Fairfield Commons Blvd	Beavercreek	45431-3778	~~937/320-1224~~ ~~937-320-1224~~
OH	OPR	~~Gretchen~~ Norton, Gretchen Kimberly (Gretchen)	11250 Reed Hartman Hwy	Blue Ash	45241-2419	~~513/608-9582~~ ~~513-608-9582~~
OH	OPR	~~Billy James~~ Gibson, Joanna M. (Joanna)	7401 Market St Rm 857	Boardman	44512-5648	~~330/758-7391~~ ~~330-707-4005~~
OH	OPR	~~Dan~~ Justus, Daniel Douglas (Dan)	3470 Center Rd	Brunswick	44212-3689	~~330/225-7670~~ ~~330-225-7670~~
OH	OPR	~~Doug~~ Pugh, Douglas Edward (Doug)	4228 Belden Village Mall	Canton	44718-2504	~~330/494-2894~~ ~~330-494-2894~~
OH	OPR	~~Marla~~ Davis, Marla Lynn (Marla)	5301 Cornerstone North Blvd	Centerville	45440-2269	~~937/439-1700~~ ~~937-439-1700~~
~~OH~~	~~OPR~~	~~Chuck Perkins~~	~~8598 Beechmont Ave~~	~~Cincinnati~~	~~45255-4708~~	~~513/474-2445~~
~~OH~~	~~OPR~~	~~Garth Truter~~	~~7875 Montgomery Rd Spc F5~~	~~Cincinnati~~	~~45236-4602~~	~~513/793-7149~~
OH	OPR	~~Jason~~ Griggs, Jason Matthew (Jason)	6495 Glenway Ave	Cincinnati	45211-5233	~~513/598-9400~~ ~~513-598-9400~~
OH	OPR	~~Marc~~ Osborne, Marc David (Marc)	9496 Colerain Ave	Cincinnati	45251-2002	~~513/245-0934~~ ~~513-245-0934~~
OH	OPR	Osborne, Marc David (Marc)	8580 Winton Rd	Cincinnati	45231-4907	513-344-0000
OH	OPR	Perkins, Charles Duane (Chuck)	8598 Beechmont Ave	Cincinnati	45255-4708	513-474-2445
OH	OPR	~~Roland~~ Rubio, Rolando J. (Roland)	4695 Marburg Ave	Cincinnati	45209-5005	~~513/401-8478~~ ~~513-401-8478~~
OH	OPR	~~Tom~~ Sutton, Thomas Wayne (Tom)	874 Eastgate North Dr	Cincinnati	45245-1588	~~513/752-0223~~ ~~513-752-0223~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

OH	<u>OPR</u>	~~OPR~~ ~~DiSibio~~ ~~Truter, Garth John (Garth)~~	~~1875 Montgomery Rd~~ ~~Spce F5~~	~~Columbus~~ ~~nati~~	~~43213-1530~~ ~~5236-4602~~	~~614/724-6020~~ ~~513-793-7149~~
OH	OPR	~~Karen~~ ~~Bolumen, Karen Susan (Karen)~~	6240 E Broad St	Columbus	43213-1530	~~614/861-2300~~ ~~614-861-2300~~
OH	OPR	~~Paul~~ ~~Rankin~~ ~~DiSibio, Adam David (Adam)~~	~~3940 Morse Rd~~ ~~1924 N High St~~	Columbus	~~43219-3016~~ ~~3201-1148~~	~~614/414-7222~~ ~~614-424-6020~~
OH	OPR	~~Seth~~ ~~Flores, William Seth (Seth)~~	807 W 3rd Ave	Columbus	43212-3106	~~614/297-6923~~ ~~614-297-6923~~
OH	OPR	~~Waylon~~ ~~Willoughby~~ ~~Rankin, Paul David (Paul)~~	~~1500 Polaris Pkwy Ste FC4~~ ~~3940 Morse Rd~~	Columbus	~~43240-2131~~ ~~3219-3016~~	~~614/438-5845~~ ~~614-414-7222~~
<u>OH</u>	<u>OPR</u>	<u>Rankin, Paul David (Paul)</u>	<u>6060 N Hamilton Rd</u>	<u>Columbus</u>	<u>43081-1685</u>	<u>614-769-6777</u>
OH	OPR	~~Waylon~~ ~~Willoughby, Waylon Robert (Waylon)~~	8787 Sancus Blvd	Columbus	43240-2016	~~614/888-8787~~ ~~614-888-8787~~
<u>OH</u>	<u>OPR</u>	<u>Willoughby, Waylon Robert (Waylon)</u>	<u>1500 Polaris Pkwy Ste FC4</u>	<u>Columbus</u>	<u>43240-2131</u>	<u>614-438-5845</u>
OH	OPR	~~Erich~~ ~~Weiss, Erich H. (Erich)~~	420 Howe Ave	Cuyahoga Falls	44221-4957	~~330/920-4544~~ ~~330-920-4544~~
<u>OH</u>	<u>OPR</u>	<u>Davis, Marla Lynn (Marla)</u>	<u>1482 Miamisburg Centerville Rd</u>	<u>Dayton</u>	<u>45459-3827</u>	<u>937/439-1932</u> <u>937-439-1932</u>
OH	OPR	~~Grace~~ ~~Neeley, Grace A. (Grace)~~	2700 Miamisburg-Ctrvil Rd #212	Dayton	45459	~~937/439-1932~~ ~~937-439-1932~~
OH	OPR	~~Kevin~~ ~~Weaver, Kevin Christopher (Kevin)~~	3339 Benchwood Rd	Dayton	45414-2705	~~937/454-0445~~ ~~937-454-0445~~
OH	OPR	~~Marla~~ ~~Davis~~ ~~Harris, Kevin James (Kevin)~~	~~1482 Miamisburg Centerville Rd~~ ~~5043 Tuttle Crossing Blvd Ste 169~~	~~Dayton~~ ~~Dublin~~	~~45459-3827~~ ~~3016-1523~~	~~937/439-2552~~ ~~614-760-7688~~
OH	OPR	~~Brian~~ ~~Siktberg, Brian Andrew (Brian)~~	6051 Sawmill Rd	Dublin	43017-3632	~~614/717-9404~~ ~~614-717-9404~~
OH	OPR	~~Brian~~ ~~Siktberg, Brian Andrew (Brian)~~	6105 Parkcenter Cir	Dublin	43017	~~614/568-4057~~ ~~614-568-4057~~
<u>OH</u>	<u>OPR</u>	<u>Kevin Harris</u>	<u>5043 Tuttle Crossing Blvd Ste 169</u>	<u>Dublin</u>	<u>43016-1523</u>	<u>614/760-7688</u>
OH	OPR	~~Daryl~~ ~~Nelson, Daryl Lee (Daryl)~~	6305 S Gilmore Rd	Fairfield	45014-5159	~~513/860-1915~~ ~~513-860-1915~~
OH	OPR	~~Daryl~~ ~~Nelson, Daryl Lee (Daryl)~~	3403 Princeton Rd	~~Fairfield Township~~ ~~Township~~	~~45011-7956~~ ~~011-7956~~	~~513/892-4232~~ ~~513-892-4232~~
OH	OPR	~~Paul~~ ~~Becker, Paul Vincent Brian (Paul)~~	47 Flight Memorial Pkwy	Fairlawn	44333-4563	~~330/668-2404~~ ~~330-668-2404~~
OH	OPR	~~Paul~~ ~~Hadde, Paul A. (Paul)~~	1931 Tiffin Ave	Findlay	45840-6752	~~419/425-5288~~ ~~419-425-5288~~
OH	OPR	~~Joe~~ ~~Benson, Joseph Michael (Joe)~~	1696 Stringtown Rd	Grove City	43123-8995	~~614/539-9500~~ ~~614-539-9500~~
<u>OH</u>	<u>OPR</u>	<u>Crowe, Joshua Patrick (Josh)</u>	<u>1988 Hilliard Rome Rd</u>	<u>Hilliard</u>	<u>43026-7566</u>	<u>614-771-9650</u>
<u>OH</u>	<u>OPR</u>	<u>Amburgey, Justin D. (Justin)</u>	<u>6720 Airport Hwy</u>	<u>Holland</u>	<u>43528-7825</u>	<u>419-865-0810</u>
<u>OH</u>	<u>OPR</u>	<u>Dream Wright</u>	<u>1988 Hilliard Rome Rd</u>	<u>Hilliard</u>	<u>43026-7566</u>	<u>614/771-9650</u>
<u>OH</u>	<u>OPR</u>	<u>Justin Amburgey</u>	<u>6720 Airport Hwy</u>	<u>Holland</u>	<u>43528-7825</u>	<u>419/865-0810</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

OH	OPR	~~Kevin~~ ~~Weaver, Kevin Christopher (Kevin)~~	8120 Troy Pike	Huber Heights	45424-1052	~~937/237-9090~~ ~~937-237-9090~~
OH	OPR	~~Matt~~ ~~Eller, Matthew III (Matt)~~	480 E Stroop Rd	Kettering	~~45429-2830~~ ~~45429-2830~~	~~937/949-9643~~ ~~937-949-9643~~
OH	OPR	~~Matt~~ ~~Woods, Matthew Douglas (Matt)~~	5400 Leavitt Rd	Lorain	44053-2156	~~440/780-2697~~ ~~440-780-2697~~
OH	OPR	~~Dan~~ ~~Stanko, Daniel D. (Dan)~~	8213 Golden Link Blvd	Macedonia	~~44067-4056~~ ~~20684-4056~~	~~330/908-3300~~
OH	OPR	~~Markus~~ ~~Schleidt, Markus Peter (Markus)~~	5150 Merten Dr	Mason	45040-9418	~~513/770-3445~~ ~~513-770-3445~~
<u>OH</u>	<u>OPR</u>	<u>Guerdan, David Michael (Dave)</u>	<u>2280 Lincoln Way E</u>	<u>Massillon</u>	<u>44646-7062</u>	<u>330-572-4955</u>
OH	OPR	~~Billie~~ ~~Federer, Billie Jo (Billie)~~	6390 Mayfield Rd	Mayfield Heights	44124-3213	~~440/683-1946~~ ~~440-683-1946~~
OH	OPR	~~Tony~~ ~~Morgano, Anthony Joseph (Tony)~~	1007 N Court St	Medina	44256-1565	~~330/588-3910~~ ~~330-588-3910~~
OH	OPR	~~Lauren~~ ~~Kontur, Lauren Marie (Lauren)~~	9611 Mentor Ave	Mentor	44060-4528	~~440/354-2924~~ ~~440-354-2924~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

OH	OPR	~~Mike~~ Moore, <u>Michael Robert (Mike)</u>	5700 Romar Dr	Milford	45150-7514	~~419-3023~~ <u>513-239-3023</u>
OH	OPR	~~George~~ Rosche, <u>George Robert (George)</u>	5411 Dressler Rd ~~NW~~ <u>Nw</u>	North Canton	44720-7748	~~330/966-5420~~ <u>330-966-5420</u>
OH	OPR	~~Ken~~ Ball, <u>Kenneth Alan (Ken)</u>	4779 Great Northern Blvd	North Olmsted	44070-3428	~~440/716-0030~~ <u>440-716-0030</u>
OH	OPR	~~Sheilla~~ Lienerth, <u>Sheilla Renee (Sheilla)</u>	6676 Ridge Rd	Parma	44129-5707	~~440/842-7576~~ <u>440-842-7576</u>
OH	OPR	~~Steven~~ Owen, <u>Steven W. (Steven)</u>	10315 Fremont Pike	Perrysburg	43551-3336	~~419/333-6878~~ <u>419-333-6878</u>
OH	~~TMPOPR~~	~~Mitchell-Daniel~~ <u>LaBerto, Shelly R. (Shelly)</u>	1110 Boardman Poland Rd	Poland	44514-1930	~~330/726-7205~~ <u>330-726-7205</u>
OH	OPR	~~Zach~~ Mallare, <u>Zachary Douglas (Zach)</u>	2364 Taylor Park Dr	Reynoldsburg	43068	~~614/501-1719~~ <u>614-501-1719</u>
OH	OPR	~~Dominic~~ Harper, <u>Dominic Rashaad (Dominic)</u>	20801 Center Ridge Rd	Rocky River	44116-4315	~~440/754-0231~~ <u>440-754-0231</u>
OH	OPR	~~Stacy~~ Austin, <u>Stacy Lee (Stacy)</u>	67950 Mall Ring Road	Saint Clairsville	43950	~~740/827-3151~~ <u>740-827-3151</u>
OH	OPR	~~Dave~~ Baumgartner, <u>David C. (Dave)</u>	4661 Milan Rd	Sandusky	44870-5841	~~419/626-5319~~ <u>419-626-5319</u>
OH	OPR	~~Chris~~ Aey, <u>Christopher R. (Chris)</u>	6150 Som Center Rd	Solon	44139-2333	~~440/498-0645~~ <u>440-498-0645</u>
OH	OPR	~~Doug~~ Peters, <u>Douglas Jeffrey (Doug)</u>	501 E Kemper Rd	Springdale	45246-3230	~~513/671-9333~~ <u>513-671-9333</u>
OH	~~TMPOPR~~	~~Cristopher~~ Lopez, <u>Cristopher M. (Cris)</u>	1740 N Bechtle Ave	Springfield	45504-1573	~~937/977-7343~~ <u>937-977-7343</u>
OH	OPR	~~Brian~~ Wellman, <u>Brian Joseph (Brian)</u>	16584 Royalton Rd	Strongsville	44136-4431	~~440/238-2344~~ <u>440-238-2344</u>
<u>OH</u>	<u>OPR</u>	<u>Amburgey, Justin D. (Justin)</u>	<u>6636 W Central Ave</u>	<u>Toledo</u>	<u>43617-1075</u>	<u>419-841-7762</u>
OH	OPR	~~Jonathan~~ Winn, <u>Jonathan William (Jonathan)</u>	3308 Secor Rd	Toledo	43606-1517	~~419/578-1000~~ <u>419-578-1000</u>
OH	OPR	~~Jonathan~~ Winn, <u>Jonathan William (Jonathan)</u>	4260 W Sylvania Ave	Toledo	43623-4417	~~419/474-2000~~ <u>419-474-2000</u>
OH	OPR	~~Jonathan~~ Winn, <u>Jonathan William (Jonathan)</u>	5001 Monroe St Ste FC10	Toledo	43623-3626	~~419/471-9455~~ <u>419-471-9455</u>
<u>OH</u>	<u>OPR</u>	<u>Justin Amburgey</u>	<u>6636 W Central Ave</u>	<u>Toledo</u>	<u>43617-1075</u>	<u>419/841-7762</u>
OH	OPR	~~Doug~~ Knostman, <u>Douglas George (Doug)</u>	1910 W Main St	Troy	45373-1017	~~937/335-4155~~ <u>937-335-4155</u>
OH	OPR	~~Derek~~ Emerson, <u>Derek S. (Derek)</u>	1885 Niles Cortland Rd SE	Warren	44484-3066	~~330/652-1300~~ <u>330-652-1300</u>
OH	OPR	~~Gerrick~~ Doss, <u>Gerrick D. (Gerrick)</u>	4001 Richmond Rd	~~Waverly~~ <u>Heights</u>	~~44122-6048~~ <u>44122-6048</u>	~~216/831-6700~~ <u>216-831-6700</u>
OH	<u>OPR</u>	~~OPR~~ <u>Andrew</u> ~~Wight~~ <u>Schleidt, Markus Peter (Markus)</u>	~~7602 Trailside~~ <u>7733 Voice of America</u> <u>Centre Dr</u>	West Chester	~~45069-7588~~ <u>5069-2791</u>	~~513/777-0200~~ <u>513-779-1767</u>
OH	OPR	~~Markus Schleidt~~ <u>Wight, Andrew Jordan</u> <u>(Andrew)</u>	~~7733 Voice of America Centre~~ <u>7602</u> <u>Trailside Dr</u>	West Chester	~~45069-2791~~ <u>5069-7588</u>	~~513/779-1767~~ <u>513-777-0200</u>
OH	OPR	~~Damian~~ Grana, <u>Damian Joseph (Damian)</u>	30115 Detroit Rd	Westlake	44145-1946	~~440/534-3838~~ <u>440-534-3838</u>
OH	OPR	~~Tony~~ Alexander, <u>Anthony Thomas IV (Tony)</u>	35441 Euclid Ave	Willoughby	44094-4515	~~440/946-1831~~ <u>440-946-1831</u>
<u>OH</u>	<u>OPR</u>	<u>James, William J. (Billy)</u>	<u>480 Boardman-Canfield Rd</u>	<u>Youngstown</u>	<u>44512-4790</u>	<u>330-717-9061</u>
OH	OPR	~~Jared~~ Szari, <u>Jared Noel (Jared)</u>	5647 Mahoning Ave	Youngstown	44515-2319	~~330/572-0005~~ <u>330-572-0005</u>
OK	<u>OPR</u>	~~OPR~~ <u>Andrew</u> ~~Pratt~~ , <u>Andrew Robert (Andrew)</u>	1500 Lonnie Abbott Blvd	Ada	74820-1812	~~580/447-6262~~ <u>580-447-6262</u>
<u>OK</u>	<u>OPR</u>	<u>Griffin, Christopher Fredrick (Chris)</u>	<u>201 E Tamarack Rd</u>	<u>Altus</u>	<u>73521-1114</u>	<u>580-643-2023</u>
OK	OPR	~~Drew~~ Anderson, <u>Andrew Loren (Drew)</u>	2500 12th Ave NW	Ardmore	73401-1273	~~580/319-7901~~ <u>580-319-7901</u>
OK	OPR	~~Chase~~ Allcott, <u>Charles IV (Chase)</u>	602 SE Washington Blvd	Bartlesville	74006-8233	~~918/331-9956~~ <u>918-331-9956</u>
<u>OK</u>	<u>OPR</u>	<u>Campbell, Gregory Royce (Greg)</u>	<u>14811 S Memorial Drive</u>	<u>Bixby</u>	<u>74008-3743</u>	<u>918-364-7116</u>
OK	<u>OPR</u>	~~OPR~~ <u>Amanda</u> ~~Almy~~ , <u>Amanda Taylor (Amanda)</u>	850 E- Kenosha ~~Street~~ <u>St</u>	Broken Arrow	~~74012-74012~~ <u>2005</u>	~~918/251-0199~~ <u>918-251-0199</u>
<u>OK</u>	<u>OPR</u>	<u>Green, Kyra Catherine (Kyra)</u>	<u>2107 S 5th St.</u>	<u>Chickasha</u>	<u>73018</u>	<u>405-876-7839</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

OK	OPR	~~Brian~~ Treat, <u>Brian Everett (Brian)</u>	664 S Lynn Riggs Blvd	Claremore	74017-8711	~~918/233-2389~~ 918-283-2389
OK	OPR	<u>Har o, Gregory Paul (Greg)</u> ~~Harjo~~	~~1025 W I 35 Frontage Rd~~ <u>1210 E 2nd St</u>	Edmond	~~73034-73287~~ 3034-5317	~~405/844-0077~~ 405-330-1141
OK	OPR	<u>Har o, Gregory Paul (Greg)</u> ~~Harjo~~	~~1210 E 2nd St~~ <u>1025 W I 35 Frontage Rd</u>	Edmond	~~73034-53177~~ 3034-7328	~~405/330-1144~~ 405-844-0077
OK	OPR	~~Mae~~ McMurry, <u>William Horace III (Mac)</u>	52 E 33rd St	Edmond	73013-4603	~~405/330-6946~~ 405-330-6946
OK	OPR	~~Connie~~ Sturgeon-Hart, <u>Connie S. (Connie)</u>	4329 W Owen K Garriott Rd	Enid	73703-4810	~~580/234-9801~~ 580-234-9801
OK	OPR	~~Bart~~ Milligan, <u>Barton Alexander (Bart)</u>	12130 S Waco Ave	Glenpool	74033-5660	~~918/296-5508~~ 918-296-5508
OK	OPR	~~Jonathan~~ Pickett, <u>Jonathan Michael (Jonathan)</u>	2301 NW Cache Rd	Lawton	73505-5215	~~580/353-7766~~ 580-353-7766
OK	OPR	~~Ron~~ Buckley, <u>Ronald Dyne (Ron)</u>	1209 Tanglewood Dr	~~McAlester~~ McAlester	74501	~~918/956-3232~~
OK	OPR	~~Bill~~ Redenius, <u>William Jay (Bill)</u>	~~5705~~ <u>7331</u> SE ~~15th~~ <u>29th</u> St	Midwest City	~~73110-26227~~ 3110-6122	~~405/741-1505~~ 405-741-1500
OK	OPR	~~Bill~~ Redenius, <u>William Jay (Bill)</u>	~~7334~~ <u>5705</u> SE ~~29th~~ <u>15th</u> St	Midwest City	~~73110-61227~~ 3110-2622	~~405/741-1500~~ 405-741-1505
OK	OPR	<u>Brian</u> Hilgenfeld, <u>Brian Gene (Brian)</u>	2001 S Telephone Rd	Moore	73160-2938	~~405/799-6100~~ 405-799-6100
OK	OPR	<u>Brandon Allen</u>	<u>2004 N 11th St</u>	<u>Muskogee</u>	<u>74401-3521</u>	<u>918/687-1100</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

<u>OK</u>	<u>OPR</u>	<u>Allen, Brandon Scott (Brandon)</u>	<u>2004 N 11th St</u>	<u>Muskogee</u>	<u>74401-3521</u>	<u>918-687-1100</u>
OK	OPR	<u>Brian</u> Hilgenfeld, <u>Brian Gene (Brian)</u>	2437 W Main St	Norman	73069-6327	~~405/579-1500~~ 405-579-1500
OK	TMP	<u>Casey Smith</u>	<u>3351 W Main St</u>	<u>Norman</u>	<u>73072-4806</u>	<u>405/364-4364</u>
OK	OPR	<u>Nick</u> Mauldin, <u>Nick Shaun (Nick)</u>	120 12th Ave NE	Norman	73071-5235	~~405/310-3189~~ 405-310-3189
OK	TMP	~~OPRAaron~~ <u>Weast</u> <u>Loredo, Juan Francisco</u>	~~6420 SW 3rd~~ <u>3351 W Main St</u>	~~Oklahoma City~~ <u>Norman</u>	~~73128-22017~~ 3072-4806	~~405/440-0500~~ 405-364-4364
OK	OPR	~~James Novak~~ <u>Ferreyro, Reynaldo (Rey)</u>	~~7004 NW Expressway~~ <u>14040 N Pennsylvania Ave</u>	Oklahoma City	~~73132-35347~~ 3134-6116	~~405/728-9494~~ 405-752-8100
OK	OPR	~~Joseph Adeock~~ <u>Novak, James Michael (James)</u>	~~2504 W 7101 Memorial Rd Ste 42~~ <u>Parkway</u>	Oklahoma City	~~73134-80257~~ 3142	~~405/755-4762~~ 405-722-4000
OK	OPR	~~Rey Ferreyro~~ <u>Novak, James Michael (James)</u>	~~14040 N Pennsylvania Ave~~ <u>7004 NW Expressway</u>	Oklahoma City	~~73134-61167~~ 3132-3534	~~405/752-8100~~ 405-728-9494
OK	OPR	<u>Steve</u> Steward, <u>Steven R. (Steve)</u>	920 W I 240 Service Rd	Oklahoma City	73139-2303	~~405/632-2525~~ 405-632-2525
OK	OPR	<u>Weast, Wesley Aaron (Aaron)</u>	<u>6420 SW 3rd St</u>	<u>Oklahoma City</u>	<u>73128-2201</u>	<u>405-440-0500</u>
OK	OPR	~~Tricia~~ Whitthorne, <u>Patricia Dawn (Tricia)</u>	1901 NW Expressway Ste 2045A	Oklahoma City	73118-9272	~~405/810-8888~~ 405-810-8888
OK	OPR	~~Tricia~~ Whitthorne, <u>Patricia Dawn (Tricia)</u>	6201 N May Ave	Oklahoma City	73112-4243	~~405/810-8888~~ 405-810-8888
OK	OPR	<u>Whitthorne, Patricia Dawn (Tricia)</u>	<u>1409 NW Expressway</u>	<u>Oklahoma City</u>	<u>73118-4409</u>	<u>405-810-8888</u>
OK	TMP	<u>Marcelle, Zimran</u>	<u>2501 W Memorial Rd Ste 12</u>	<u>Oklahoma City</u>	<u>73134-8025</u>	<u>405-755-4762</u>
OK	OPR	~~Mark~~ Schneider, <u>Mark Dale (Mark)</u>	12015 E 96th St N	Owasso	74055-5329	~~918/272-7201~~ 918-272-7201
OK	OPR	~~Matt~~ Danberry, <u>Matthew John (Matt)</u>	450 S Hwy 97	Sand Springs	74063	~~918/419-0200~~ 918-419-0200
OK	OPR	~~Jeff~~ Madison, <u>Jeffrey Allen (Jeff)</u>	4637 N Kickapoo Ave	Shawnee	74804-1200	~~405/273-1388~~ 405-273-1388
OK	OPR	~~James~~ Walker, <u>James McDaniel (James)</u>	600 E Hall ~~of~~ <u>Of Fame Ave</u>	Stillwater	74075-5452	~~405/742-2111~~ 405-742-2111
OK	OPR	<u>Campbell, Gregory Royce (Greg)</u>	<u>10437 S Memorial Dr</u>	<u>Tulsa</u>	<u>74133-7040</u>	<u>918-369-6464</u>
OK	OPR	<u>Chen, David Chia-sin (David)</u>	<u>4933 E 41st St</u>	<u>Tulsa</u>	<u>74135-6057</u>	<u>918-622-7815</u>
OK	OPR	~~Arthur~~ Greeno, <u>Arthur W. (Arthur)</u>	11201 E 71st St	Tulsa	74133-2525	~~918/461-0777~~ 918-461-0777
OK	OPR	~~OPRArthur~~ <u>Greeno, Arthur W. (Arthur)</u>	7021 S Memorial Dr Ste 260A	Tulsa	74133-2068	~~918/252-4429~~ 918-252-4429

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

OK	OPR	~~Bart~~ Milligan, <u>Barton Alexander (Bart)</u>	7129 S Olympia Ave	Tulsa	74132-1856	~~918/445-7200~~ <u>918-445-7200</u>
OK	OPR	~~David~~ Chen	4933 E 41st St	Tulsa	74135-6057	~~918/622-7815~~
OK	OPR	~~Greg~~ Campbell	40437 S Memorial Dr	Tulsa	74133-7040	~~918/369-6464~~
OK	OPR	~~Chad~~ Gerlt, <u>Chad James (Chad)</u>	1724 Garth Brooks Blvd	Yukon	73099-6387	~~405/354-6280~~ <u>405-354-6280</u>
ONOR	OPR	~~Jasmine~~ Funes, <u>Coleman, Jared Weston (Jared)</u>	~~300 Borough Dr~~ <u>2940 SW Cedar Hills Blvd</u>	~~Scarborough~~ <u>Beaverton</u>	~~M1P 4P5~~ <u>97005-1353</u>	~~416/290-0300~~ <u>503-626-1953</u>
OR	OPR	~~Dean~~ Hogan, <u>Deane Patrick (Dean)</u>	10657 SW Beaverton Hillsdale Hwy	Beaverton	97005-3109	~~503/305-9158~~ <u>503-305-9158</u>
OR	OPR	~~Jared~~ Coleman	~~2940 SW Cedar Hills Blvd~~	~~Beaverton~~	~~97005-1353~~	~~503/626-1953~~
OR	OPR	~~Todd~~ Keller, <u>Todd Lee (Todd)</u>	20508 Robal Ln	Bend	97701-6768	~~541/249-4940~~ <u>541-249-4940</u>
OR	OPR	~~Brian~~ Davis, <u>Brian Andrew (Brian)</u>	12520 SE 93rd Ave	Clackamas	97015-9760	~~503/308-6953~~ <u>503-308-6953</u>
OR	OPR	~~Mike~~ Misenhimer, <u>Michael John (Mike)</u>	2558 SE Burnside Rd	Gresham	97080-1245	~~503/912-3764~~ <u>503-912-3761</u>
OR	OPR	~~Brian~~ Hogan, <u>Brian Dean (Brian)</u>	2855 NE TOWN CENTER DR	Hillsboro	97006-8913	~~503/433-9015~~ <u>503-433-9015</u>
OR	OPR	~~Brian~~ Hogan, <u>Brian Dean (Brian)</u>	6810 SE Carlyle St	Hillsboro	97123-0014	~~503/433-9018~~ <u>503-433-9018</u>
OR	OPR	~~Clint~~ Peebles, <u>Clint Allen (Clint)</u>	5655 Ulali Dr NE	Keizer	97303-1504	~~503/735-7575~~ <u>503-735-7575</u>
OR	OPR	~~Chris~~ Peyton, <u>David Christopher (Chris)</u>	10 Rossanley Dr	Medford	~~97504~~ <u>97501-1713</u>	~~541/772-0604~~ <u>541-772-0604</u>
OR	OPR	<u>Richardson, Lee Garrett (Lee)</u>	<u>2560 Kuebler Blvd SE</u>	<u>Salem</u>	<u>97306-3428</u>	<u>503-877-1141</u>
PA	OPR	~~Mat~~ Dempsey, <u>Mathew Eric (Mat)</u>	6379 Hamilton Blvd	Allentown	18106-9554	~~484/664-2907~~ <u>484-664-2907</u>
PA	OPR	~~Mike~~ Burgmeier, <u>Michael J. (Mike)</u>	106 Sierra Dr	Altoona	16601-9341	~~814/942-1647~~ <u>814-942-1647</u>
PA	OPR	~~Eric~~ Stephens, <u>Joshua Eric (Eric)</u>	1525 Street Rd	Bensalem	19020-4653	~~267/420-2205~~ <u>267-420-2205</u>
PA	OPR	~~OPR~~ ~~Andy~~ Pulkowski, <u>Andrew George (Andy)</u>	1033 Washington Pike	Bridgeville	15017-2704	~~412/730-3322~~ <u>412-730-3322</u>
PA	OPR	~~Todd~~ Kanzinger, <u>Todd David (Todd)</u>	4700 Edgmont Ave	Brookhaven	19015-1401	~~610/876-9600~~ <u>610-876-9600</u>
PA	OPR	<u>Gibson, Brian David (Brian)</u>	<u>3525 Gettysburg Rd</u>	<u>Camp Hill</u>	<u>17011-6802</u>	<u>717-798-8772</u>
PA	OPR	~~Chuck~~ Steppe, <u>Charles Leonard Jr. (Chuck)</u>	2 Noble Blvd	Carlisle	17013-4119	~~717/218-8427~~ <u>717-218-8427</u>
PA	OPR	~~Adam~~ Donius, <u>Adam George (Adam)</u>	970 Norland Ave	Chambersburg	17201-4203	~~717/263-0477~~ <u>717-263-0477</u>
PA	OPR	~~Ron~~ Trout, <u>William Ronald (Ron)</u>	1700 Route 228	~~Clatsop~~ <u>Township</u> <u>Township</u> <u>6651</u>	~~46066-5320~~	~~724/772-0222~~ <u>724-772-0222</u>
PA	OPR	~~Keith~~ Kelly, <u>Keith J. (Keith)</u>	4005 Commerce Blvd	Dickson City	18519-1697	~~570/487-1151~~ <u>570-487-1151</u>
PA	OPR	~~Fatorma~~ Siafa, <u>Fatorma Karmoh (Fatorma)</u>	845 E Lancaster Ave	Downingtown	19335-3327	~~610/269-7828~~ <u>610-269-7828</u>
PA	OPR	~~Sam~~ Class, <u>Osama Robert (Sam)</u>	2640 Dekalb Pike	East Norriton	19401-1842	~~610/977-0970~~ <u>610-977-0970</u>
PA	OPR	~~Chris~~ Cathcart, <u>Christopher Ryan (Chris)</u>	3750 Dryland Way	Easton	18045-8351	~~610/250-5654~~ <u>610-250-5651</u>
PA	OPR	<u>Hartley, Casey Nicholas (Casey)</u>	<u>7160 Peach St</u>	<u>Erie</u>	<u>16509-4707</u>	<u>814-868-8557</u>
PA	OPR	~~Casey~~ Hartley, <u>Casey Nicholas (Casey)</u>	2519 W 12th St	Erie	16505-4507	~~814/835-8954~~ <u>814-835-8954</u>
PA	OPR	~~Casey~~ Hartley, <u>Rutt, Glenn Ryan (Ryan)</u>	~~7160 Peach St~~ <u>211 Eagleview Blvd</u>	~~Erie~~ <u>Exton</u>	~~16509-4707~~ <u>9341-1158</u>	~~814/868-8557~~ <u>610-594-2070</u>
PA	OPR	~~Chris~~ Walsh, <u>Christopher Michael (Chris)</u>	280 Exton Square Mall	Exton	19341-2442	~~610/363-6345~~ <u>610-363-6345</u>
PA	TMP	~~Key~~ Smith	~~211 Eagleview Blvd~~	~~Exton~~	~~19341-1158~~	~~610/594-2070~~
PA	OPR	~~Gene~~ Ontjes, <u>Gene K. (Gene)</u>	405 Macdade Blvd	Folsom	19033-2401	~~610/586-1607~~ <u>610-586-1607</u>
PA	OPR	~~Jim~~ Flood, <u>James A. (Jim)</u>	20 State Farm Dr	Glen Mills	~~19342~~ <u>19342-1075</u>	~~610/358-1997~~ <u>610-358-1997</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

PA	OPR	~~Lorie Bender-Untch~~ , <u>Lorie A. (Lorie)</u>	900 Greengate Centre Cir	Greensburg	15601-1205	~~724/838-1746~~ <u>724-838-1746</u>
PA	OPR	~~Todd Murgi~~	~~5156 State Route 30~~	Greensburg	~~15601-7554~~	~~724/836-6501~~
PA	OPR	~~Todd Murgi~~ , <u>Todd Ross (Todd)</u>	5256 State Route 30 Ste ~~235B~~ <u>235b</u>	Greensburg	15601-7783	~~724/832-9071~~ <u>724-832-9071</u>
PA	OPR	~~Jack Stefano~~	~~340 Eisenhower Dr~~	~~Hanover~~	~~17331-5223~~	~~717/630-2775~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

PA	OPR	<u>Murgi, Todd Ross (Todd)</u>	<u>5156 State Route 30</u>	<u>Greensburg</u>	<u>15601-7554</u>	<u>724-836-6501</u>
PA	OPR	<u>Stefano, John J. Jr. (Jack)</u>	<u>340 Eisenhower Dr</u>	<u>Hanover</u>	<u>17331-5223</u>	<u>717-630-2775</u>
PA	OPR	~~Brad~~ -Burkholder, <u>Bradley Jay (Brad)</u>	4655 Lindle Rd	Harrisburg	17111-2427	~~717/939-5155~~ <u>717-939-5155</u>
PA	OPR	<u>Kapetanakos, Stephanie Marie (Stephanie)</u>	<u>5101 Jonestown Rd</u>	<u>Harrisburg</u>	<u>17112-2924</u>	<u>717-216-4110</u>
PA	OPR	<u>Michael</u> -Osborne, <u>Michael S. (Michael)</u>	480 E Waterfront Dr	Homestead	15120-1143	~~412/462-9202~~ <u>412-462-9202</u>
PA	OPR	~~Jim~~ -Krout, <u>James A. Jr. (Jim)</u>	134 Welsh Rd	Horsham	19044-2207	~~215/392-4966~~ <u>215-392-4966</u>
PA	TMP	~~Jamie Fankhauser~~	~~160 N Gulph Rd Ste 1017~~	~~King Of Prussia~~	~~19406-2953~~	~~610/265-5716~~
PA	OPR	~~Kevin~~ -McDavid, <u>Kevin L. (Kevin)</u>	135 W Dekalb Pike	King ~~Of~~ Prussia	19406-2377	~~610/265-2677~~ <u>610-265-2677</u>
PA	OPR	~~Judy Shaffer~~ <u>McDavid, Kevin L. (Kevin)</u>	~~1579 Fruitville Pike~~ <u>160 N Gulph Rd Ste 1017</u>	~~Lancaster~~ <u>King of Prussia</u>	~~17601-4005~~ <u>9406-2953</u>	~~717/205-2058~~ <u>610-265-5716</u>
PA	OPR	~~Judy~~ -Shaffer, <u>Judith Lynne (Judy)</u>	2467 Lincoln Hwy E	Lancaster	17602-1445	~~717/205-2058~~ <u>717-205-2058</u>
PA	OPR	<u>Shaffer, Judith Lynne (Judy)</u>	<u>1579 Fruitville Pike</u>	<u>Lancaster</u>	<u>17601-4005</u>	<u>717-205-2058</u>
PA	OPR	~~Dave~~ -Heffernan, <u>David Paul (Dave)</u>	2424 E Lincoln Hwy	Langhorne	19047-3048	~~215/741-3500~~ <u>215-741-3500</u>
PA	OPR	~~Dawn~~ -Friel, <u>Dawn Marie (Dawn)</u>	210 Forty Foot Rd	Lansdale	19446-4005	~~215/631-7060~~ <u>215-631-7060</u>
PA	OPR	~~Chris~~ -Walsh, <u>Christopher Michael (Chris)</u>	270 Old Morehall Road	Malvern	19355	~~610/889-3000~~ <u>610-889-3000</u>
PA	OPR	~~Brian~~ -Gibson, <u>Brian David (Brian)</u>	6416 Carlisle Pike Ste 3500	Mechanicsburg	17050-2957	~~717/795-1940~~ <u>717-795-1940</u>
PA	OPR	<u>Lindorfer, William Joseph (Bill)</u>	<u>219 Gettysburg Pike</u>	<u>Mechanicsburg</u>	<u>17055-5103</u>	<u>717-781-2151</u>
PA	OPR	~~Todd~~ -Kanzinger, <u>Todd David (Todd)</u>	1190 W Baltimore Pike	Media	19063-5128	~~610/565-6001~~ <u>610-565-6001</u>
PA	TMP OP R	~~Nathan Taylor~~ <u>Roach, Matthew Neal (Matt)</u>	544 Beaver Valley Mall	Monaca	15061	~~724/774-4283~~ <u>724-774-4283</u>
PA	OPR	~~Brian~~ -Wenger, <u>Brian Scott (Brian)</u>	4040 William Penn Hwy	Monroeville	15146-2651	~~412/380-0999~~ <u>412-380-0999</u>
PA	OPR	<u>Donofrio</u> , Mary Anne ~~Donofrio~~ (<u>Mary Anne</u>)	794 Bethlehem Pike	Montgomeryville	18936-9601	~~215/855-2202~~ <u>215-855-2202</u>
PA	OPR	~~Bob~~ -Montgomery, <u>Robert John (Bob)</u>	4 West Rd	Newtown	18940-4301	~~215/497-9011~~ <u>215-497-9011</u>
PA	OPR	~~Sam~~ -Class, <u>Osama Robert (Sam)</u>	680 S Trooper Rd	Norristown	19403-3416	~~610/650-8505~~ <u>610-650-8505</u>
PA	OPR	~~Bob~~ -Fanelli, <u>Robert F. Jr. (Bob)</u>	12000 Roosevelt Blvd	Philadelphia	19116-3001	~~215/279-8040~~ <u>215-279-8040</u>
PA	OPR	~~Bob~~ -Fanelli, <u>Robert F. Jr. (Bob)</u>	9711 Roosevelt Blvd	Philadelphia	19114-1010	~~215/969-3455~~ <u>215-969-3455</u>
PA	OPR	<u>Hincken, Johnny Edward Sr. (John)</u>	<u>2204 S Columbus Blvd</u>	<u>Philadelphia</u>	<u>19148-2808</u>	<u>215-271-2313</u>
PA	OPR	<u>Lopez, Kevin Jason (Kevin)</u>	<u>2650 Penrose Ave</u>	<u>Philadelphia</u>	<u>19145-5902</u>	<u>610-871-1588</u>
PA	OPR	~~Dan~~ -Mills, <u>Daniel Nicholas (Dan)</u>	2301 E Butler St	Philadelphia	19137-1008	~~215/744-1410~~ <u>215-744-1410</u>
PA	OPR	~~Duane~~ -Pierce, <u>Duane Edward (Duane)</u>	4670 E Roosevelt Blvd	Philadelphia	19124-2340	~~215/535-0352~~ <u>215-535-0352</u>
PA	OPR	~~John Hincken~~ <u>Pierce, Duane Edward (Duane)</u>	~~2204 S Columbus Blvd~~ <u>811 Adams Ave</u>	Philadelphia	~~19148-2808~~ <u>9124-2477</u>	~~215/271-2343~~ <u>215-744-3700</u>
PA	OPR	~~Sereena~~ -Quick, <u>Sereena Denea (Sereena)</u>	4040 City Ave	Philadelphia	19131-1738	~~215/804-1113~~ <u>215-804-1113</u>
PA	OPR	~~OPRAimee~~ Hernandez, <u>Aimee Joy (Aimee)</u>	120 Andrew Dr	Pittsburgh	15275-1200	~~412/490-0177~~ <u>412-490-0177</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

PA	~~TMP~~ <u>OP</u> <u>R</u>	~~Dan-Siekafese~~ <u>Ortmann, Michael D. (Mike)</u>	~~McKnight Rd~~ <u>McKnight Rd</u>	Pittsburgh	~~45467-2763~~ <u>5237-3513</u>	~~777-728-4865~~ <u>412-364-2581</u>
PA	OPR	~~Mark-Thornsberry~~ <u>Skipper, Micah Dickson (Micah)</u>	~~1620-Washington~~ <u>1175 Freeport Rd</u>	Pittsburgh	~~45244-1240~~ <u>5238-3103</u>	~~412/833-1165~~ <u>412-752-7177</u>
PA	OPR	~~Micah-Skipper~~ <u>Thornsberry, Mark David (Mark)</u>	~~1175-Freeport~~ <u>1620 Washington Rd</u>	Pittsburgh	~~45238-3103~~ <u>5241-1210</u>	~~412/752-7177~~ <u>412-833-1165</u>
PA	OPR	~~Mike-Ortmann~~ <u>Toomey, Kevin Daniel (Kevin)</u>	~~7451-McKnight-Rd~~ <u>100 Robinson Center Dr # FC-5</u>	Pittsburgh	~~45237-3513~~ <u>5205-4831</u>	~~412/364-2581~~ <u>412-788-4865</u>
PA	OPR	~~Ray-DeVito~~ <u>, Raymond Albert (Ray)</u>	461 Clairton Blvd	Pleasant Hills	15236-3827	~~412/655-6562~~ <u>412-655-6562</u>
PA	TMP	~~Angelo-Santos-Phillips~~ <u>, Angelo R</u>	500 W Germantown Pike Ste 2265	~~Plym~~ <u>Meeting</u> ~~19462-1399~~ <u>19462-1399</u>	~~484/533-3377~~ <u>484-533-3377</u>	
PA	OPR	~~Jaret-Mitchell~~ <u>, Jaret Michael (Jaret)</u>	14 W Lightcap Rd	Pottstown	19464-3413	~~610/323-2105~~ <u>610-323-2105</u>
PA	OPR	~~Stew-Butler~~ <u>, E. Steward Jr. (Stew)</u>	602 N West End Blvd	Quakertown	18951-4100	~~215/538-8848~~ <u>215-538-8848</u>
PA	OPR	~~Scott-Keiser~~ <u>Filby, Shawn David (Shawn)</u>	~~2707-N-Meridian-Blvd~~ <u>4675 Perkiomen Ave</u>	Reading	~~49610-3334~~ <u>9606-3217</u>	~~484/877-1906~~ <u>610-779-5995</u>
PA	OPR	~~Shawn-Filby~~ <u>Keiser, Scott David (Scott)</u>	~~4675-Perkiomen-Ave~~ <u>2707 N Meridian Blvd</u>	Reading	~~49606-3217~~ <u>9610-3331</u>	~~610/779-5995~~ <u>484-877-1906</u>
PA	OPR	~~Jaret-Mitchell~~ <u>, Jaret Michael (Jaret)</u>	70 Buckwalter Rd Ste 1450	Royersford	19468-4500	~~610/948-1290~~ <u>610-948-1290</u>
PA	OPR	~~Jeff-Marble~~ <u>, Jeffrey Scott (Jeff)</u>	14665 Mount Airy Rd	Shrewsbury	17361-1433	~~717/235-4200~~ <u>717-235-4200</u>
PA	OPR	~~Gene-Ontjes~~ <u>, Gene K. (Gene)</u>	805 Baltimore Pike	Springfield	19064-2900	~~610/544-6050~~ <u>610-544-6050</u>
PA	OPR	~~Bruce-Herold~~ <u>, Bruce Edward (Bruce)</u>	1938 N Atherton St	State College	16803-1522	~~814/231-0900~~ <u>814-231-0900</u>
PA	<u>OPR</u>	~~OPRA~~ <u>Amanda Morris, Amanda Anne (Amanda)</u>	115 Plaza 611 ~~Lane~~ <u>Ln</u>	Stroudsburg	~~4836018360~~ <u>7502</u>	~~570/534-4344~~ <u>570-534-4344</u>
PA	OPR	~~Jonathan-Stone~~ <u>, Jonathan Paul (Jonathan)</u>	4205 N 5th Street Hwy	Temple	19560-1737	~~610/810-1521~~ <u>610-810-1521</u>
PA	OPR	~~Richard-Winters~~ <u>, Richard D. (Richard)</u>	3621 Horizon Blvd	Trevese	19053-4913	~~215/355-3500~~ <u>215-355-3500</u>
PA	OPR	~~Josh-McGrory~~ <u>, Joshua Thomas (Josh)</u>	45 W Street Rd	Warminster	18974-3201	~~215/773-8480~~ <u>215-773-8480</u>
PA	OPR	~~Josh-McGrory~~ <u>, Joshua Thomas (Josh)</u>	160 Easton Rd	Warrington	18976-2513	~~215/491-4500~~ <u>215-491-4500</u>
PA	OPR	~~Jay-Yanak~~ <u>, Jay Andrew (Jay)</u>	375 Washington Rd	Washington	15301-2701	~~724/222-0200~~ <u>724-222-0200</u>
PA	OPR	~~Ron-Trout~~ <u>Grimm, Joshua Alan (Josh)</u>	~~42101-Perry-Hwy~~ <u>319 E Lancaster Ave</u>	~~Wexford~~ <u>Wayne</u>	~~45090-8345~~ <u>9087-4201</u>	~~724/799-8380~~ <u>267-996-4952</u>
PA	OPR	~~John-Velarde~~ <u>Trout, William Ronald (Ron)</u>	~~2610-MacArthur-Rd~~ <u>12101 Perry Hwy</u>	~~Whitehall~~ <u>Wexfor</u> ~~d~~	~~48052-3817~~ <u>5090-8345</u>	~~610/432-2307~~ <u>724-799-8380</u>
PA	OPR	~~Mike-Tenaglia~~ <u>, Michael Nicholas (Mike)</u>	826 Lehigh Lifestyle Ctr	Whitehall	18052-5737	~~610/231-0303~~ <u>610-231-0303</u>
<u>PA</u>	<u>OPR</u>	<u>Velarde, Orlando Arturo (John)</u>	<u>2610 MacArthur Rd</u>	<u>Whitehall</u>	<u>18052-3817</u>	<u>610-432-2307</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

PA	OPR	~~Jeff-Snyder~~ <u>, Jeffrey E. (Jeff)</u>	989 Schechter Dr	Wilkes Barre	18702-6787	~~570/822-7400~~ <u>570-822-7400</u>
PA	~~TMP~~ <u>OP</u> <u>R</u>	~~C-Alexys-Brandon~~ <u>Tamasitis, Joseph Michael (Joe)</u>	2500 W Moreland Rd Ste 3066	Willow Grove	19090-4029	~~215/657-7676~~ <u>215-657-7676</u>
PA	OPR	~~Lawrence~~ <u>-Kibunjah, Lawrence N. (Lawrence)</u>	2421 W Cheltenham Ave	Wyncote	19095-2945	~~215/885-2423~~ <u>215-885-2423</u>
PA	OPR	~~Cathy-Dallas~~ <u>, Cathy Jo (Cathy)</u>	2801 E Market St	York	17402-2406	~~717/757-7171~~ <u>717-757-7171</u>
PA	OPR	~~Chuck-Lambert~~ <u>, Charles Warren (Chuck)</u>	922 Loucks Rd	York	17404-2202	~~717/843-3333~~ <u>717-843-3333</u>
<u>PR</u>	<u>OPR</u>	<u>Chavez, Caitlin Grace (Caitlin)</u>	<u>250 Calle A Minillas Industrial Park</u>	<u>Bayamon</u>	<u>00959-1900</u>	<u>939-358-0161</u>
<u>PR</u>	<u>OPR</u>	<u>Gonzalez-Lopez, Luz Xiomara (Xiomara)</u>	<u>705 Ave. West Main</u>	<u>Bayamon</u>	<u>00961-4462</u>	<u>787-302-3033</u>
<u>PR</u>	<u>OPR</u>	<u>Olivo Morales, Juan (Juan)</u>	<u>545 Calle Del Mar</u>	<u>Hatillo</u>	<u>00659-2806</u>	

PR	OPR	~~Romero~~ , <u>Cristopher (Cris)</u>	<u>350 Carr 3 Ste 660</u>	<u>Humacao</u>	<u>00791-4746</u>	<u>787-389-0220</u>
PR	OPR	~~Burgos~~ , <u>Domingo (Mingo)</u>	<u>3305 Ave Baramaya, STE 106</u>	<u>Ponce</u>	<u>00728</u>	<u>939-900-1550</u>
RI	OPR	~~Williams~~ , <u>Jonas Randall (Jonas)</u>	<u>65 Bath St</u>	<u>Providence</u>	<u>02908-4846</u>	<u>401-244-5029</u>
RI	OPR	~~Toushoua~~ -Xiong, <u>Toushoua (Toushoua)</u>	1500 Bald Hill Rd	Warwick	02886-4267	~~401/616-3423~~ <u>401-615-3423</u>
SC	OPR	~~Tom~~ -Johnson, <u>Joseph Thomas Jr. (Tom)</u>	202 Eastgate Dr	Aiken	29803-7683	~~803/641-0366~~ <u>803-641-0366</u>
SC	OPR	~~Jon~~ -Holmes, <u>Jon D. (Jon)</u>	~~1641 E Greenville St~~ <u>3526 Clemson Blvd</u>	Anderson	~~29621-20062~~ <u>9621-1313</u>	~~864/261-8933~~ <u>864-375-9922</u>
SC	OPR	~~Jon~~ -Holmes, <u>Jon D. (Jon)</u>	~~3526 Clemson Blvd~~ <u>1641 E Greenville St</u>	Anderson	~~29621-13132~~ <u>9621-2006</u>	~~864/375-9922~~ <u>864-261-8933</u>
SC	OPR	~~Seth~~ -Scarpa, <u>Seth Anderson (Seth)</u>	2405 Boundary St	Beaufort	29906-3770	~~843/379-1101~~ <u>843-379-1101</u>
SC	OPR	~~Keith~~ -Clark, <u>Ronald Keith (Keith)</u>	9 Malphrus Rd	Bluffton	29910-6635	~~843/837-8140~~ <u>843-837-8140</u>
SC	OPR	~~Randy~~ -Goff, <u>James Randell (Randy)</u>	3902 Highway 9	Boiling Springs	29316-8500	~~864/578-9418~~ <u>864-578-9418</u>
SC	OPR	~~Kelley~~ -Myers, <u>Kelley Russell (Kelley)</u>	2211 W Dekalb St	Camden	29020-2070	~~803/425-0964~~ <u>803-425-0964</u>
SC	OPR	~~Jason Williams~~ <u>Campbell, John Newton III (Trey)</u>	~~849 Folly Rd~~ <u>2070 Sam Rittenberg Blvd Unit Fc5</u>	Charleston	~~29412-34342~~ <u>9407-4642</u>	~~843/795-9505~~ <u>843-556-0216</u>
SC	OPR	~~Megan Jacques~~ <u>Campbell, John Newton III (Trey)</u>	~~2013 Magwood Dr~~ <u>1656 Savannah Hwy</u>	Charleston	~~29414-57292~~ <u>9407-7869</u>	~~843/571-1209~~ <u>843-766-4202</u>
SC	OPR	~~Trey Campbell~~ <u>Jacques, Megan Guffee (Megan)</u>	~~1656 Savannah Hwy~~ <u>2013 Magwood Dr</u>	Charleston	~~29407-78692~~ <u>9414-5729</u>	~~843/766-4202~~ <u>843-571-1209</u>
SC	OPR	~~Trey Campbell~~ <u>Williams, Jason Charles (Jason)</u>	~~2070 Sam Rittenberg Blvd Unit FC5~~ <u>849 Folly Rd</u>	Charleston	~~29407-46422~~ <u>9412-3434</u>	~~843/556-0216~~ <u>843-795-9505</u>
SC	OPR	~~Herb~~ -Tyler, <u>Herbert Burnette Jr. (Herb)</u>	1061 Tiger Blvd	Clemson	29631-1416	~~864/654-4655~~ <u>864-654-4655</u>
SC	OPR	~~OPRAaron~~ <u>Ellison</u> <u>Ball, Donald M. Sr. (Don)</u>	~~5440 Forest Dr~~ <u>10136 Two Notch Rd Ste 103</u>	Columbia	~~29206-54012~~ <u>9229-4399</u>	~~803/738-1004~~ <u>803-865-9890</u>
SC	OPR	~~OPRAaron~~ <u>Ellison</u> <u>Bennett, Henry James Jr. (James)</u>	~~7515 Two Notch Rd~~ <u>901 Harden St</u>	Columbia	~~29223-62192~~ <u>9205-1003</u>	~~803/233-0203~~ <u>803-255-0232</u>
SC		~~OPRAaron~~	~~405 Killian Rd~~	~~Columbia~~	~~29203-9608~~	~~803/735-8881~~
SC	~~TMP~~ <u>OPR</u>	~~Andrew~~ -Brantley, <u>Andrew Campbell (Andrew)</u>	100 Columbiana Cir Ste 1284	Columbia	29212-2256	~~803/732-2570~~ <u>803-732-2570</u>
SC	OPR	~~Chris~~ -Eckert, <u>Christopher Michael (Chris)</u>	7424 Garners Ferry Rd	Columbia	29209-2601	~~803/783-7622~~ <u>803-783-7622</u>
SC	OPR	~~Don~~ -Ball ~~Ellison~~ , <u>Aaron Thor I (Aaron)</u>	~~10136 Two Notch Rd Ste 103~~ <u>5440 Forest Dr</u>	Columbia	~~29229-43992~~ <u>9206-5401</u>	~~803/865-9890~~ <u>803-738-1004</u>
SC	OPR	~~James Bennett~~ <u>Ellison, Aaron Thor I (Aaron)</u>	~~901 Harden St~~ <u>7515 Two Notch Rd</u>	Columbia	~~29205-10032~~ <u>9223-6219</u>	~~803/255-0232~~ <u>803-233-0203</u>
SC	OPR	~~Joe Jeffcoat~~ <u>Garcia, Laurel Shaffer (Laurel)</u>	~~294 Harbison Blvd~~ <u>229 Bush River Rd</u>	Columbia	~~29212-22322~~ <u>9210-7309</u>	~~803/749-6666~~ <u>803-772-4041</u>
SC	OPR	~~Laurel Garcia~~ <u>Jackson, Aaron David (Aaron)</u>	~~229 Bush River~~ <u>405 Killian Rd</u>	Columbia	~~29210-73092~~ <u>9203-9608</u>	~~803/772-4041~~ <u>803-735-8881</u>
SC	OPR	~~Jeffcoat~~ , <u>Joe Edmund (Joe)</u>	<u>294 Harbison Blvd</u>	<u>Columbia</u>	<u>29212-2232</u>	<u>803-749-2907</u>
SC	OPR	~~Paul~~ -Alverson, <u>Paul Williams III (Paul)</u>	1613 Church St	Conway	29526-2959	~~843/488-0042~~ <u>843-488-0042</u>
SC	OPR	~~Matt~~ -Thompson, <u>Matthew Ryan (Matt)</u>	1519 E Main St	Duncan	29334-9218	~~864/486-0311~~ <u>864-486-0311</u>
SC	OPR	~~Chad~~ -Saxon, <u>Chad Anthony (Chad)</u>	5175 Calhoun Memorial Hwy	Easley	29640-3863	~~864/855-6898~~ <u>864-855-6898</u>
SC	OPR	~~Drummond~~ , <u>Mark Rodgers (Mark)</u>	<u>2016 S Irby St</u>	<u>Florence</u>	<u>29505-3420</u>	<u>843-629-1703</u>
SC	OPR	~~Blake~~ -Pate, <u>Blakeney Morrow (Blake)</u>	2705 David H McLeod Blvd	Florence	29501-4043	~~843/665-1512~~ <u>843-665-1512</u>
SC	OPR	~~Chris~~ -Timmons, <u>Christopher Wayne (Chris)</u>	2701 David H McLeod Blvd # 1320	Florence	29501-4043	~~843/665-9259~~ <u>843-665-9259</u>
SC	OPR	~~Mark Drummond~~	~~2016 S Irby St~~	~~Florence~~	~~29505-3420~~	~~843/629-1703~~
SC	OPR	~~Michael~~ -Crosby, <u>John Michael (Michael)</u>	1600 Highway 160 W	Fort Mill	29708-8024	~~803/578-4030~~ <u>803-578-4030</u>
SC	OPR	~~John~~ -Leary, <u>John William (John)</u>	1704 W Floyd Baker Blvd	Gaffney	29341-1208	~~864/488-9278~~ <u>864-488-9278</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

SC	OPR	~~Chris Walker~~ , <u>Christopher Nelson (Chris)</u>	516 Saint James Ave	Goose Creek	29445-2793	~~864/233-2100~~ ~~843-553-2100~~
SC	<u>OPR</u>	~~OPRAudrey Chapman~~ <u>Bryant, Steven Jones (Steven)</u>	~~3890 Pelham Rd~~ <u>1544 Poinsett Hwy</u>	Greenville	~~29615-5011~~ ~~9609-2929~~	~~864/297-9912~~ ~~864-233-9700~~
SC	OPR	~~Brett Swanson~~ <u>Chapman, Audrey Saad (Audrey)</u>	~~1564 Laurens~~ <u>3890 Pelham Rd</u>	Greenville	~~29607-2508~~ ~~9615-5011~~	~~864/467-0593~~ ~~864-297-9912~~
SC	OPR	~~Brett Swanson~~	~~575 Haywood Rd~~	~~Greenville~~	~~29607-2710~~	~~864/234-5788~~
SC	OPR	~~Chuck Church~~ , <u>Edwin Newton Jr. (Chuck)</u>	1225 Woodruff Rd	Greenville	29607-5737	~~864/234-7747~~ ~~864-234-7747~~
SC	OPR	~~Keith Jordan~~ , <u>Douglas Keith (Keith)</u>	700 Haywood Rd Ste 102	Greenville	29607-2725	~~864/297-0648~~ ~~864-297-0648~~
SC	OPR	~~Steven Bryant~~ <u>Swanson, Brett Hunter (Brett)</u>	~~1544 Poinsett Hwy~~ <u>575 Haywood Rd</u>	Greenville	~~29609-2929~~ ~~9607-2710~~	~~864/233-9700~~ ~~864-234-5788~~
SC	OPR	~~Brian Whitaker~~ <u>Swanson, Brett Hunter (Brett)</u>	~~213 Highway 72 By-Pass~~ <u>1564 Laurens Rd</u>	~~Greenwood~~ <u>Greenville</u>	~~29649-29607~~ ~~2508~~	~~864/223-2251~~ ~~864-467-0593~~
SC	OPR	~~Brian Whitaker~~ , <u>Brian Kenneth (Brian)</u>	428 Bypass 72 NW	Greenwood	29649-1404	~~864/223-1477~~ ~~864-223-1477~~
SC	<u>OPR</u>	<u>Whitaker, Brian Kenneth (Brian)</u>	<u>213 Highway 72 By-Pass</u>	<u>Greenwood</u>	<u>29649</u>	<u>864-223-2251</u>
SC	OPR	~~Bill Tyler~~ , <u>William C. (Bill)</u>	1379 W Wade Hampton Blvd	Greer	29650-1145	~~864/848-5222~~ ~~864-848-5222~~
SC	<u>OPR</u>	~~OPRArthur Porter~~ , <u>Arthur Randall (Arthur)</u>	10032 Charlotte Hwy	Indian Land	29707-7135	~~803/548-8889~~ ~~803-548-8889~~
SC	OPR	~~Steve Arnold~~ , <u>Stephen B. (Steve)</u>	1007 Dutch Fork Rd	Irmo	29063-8785	~~803/732-1992~~ ~~803-732-1992~~
SC	OPR	~~Hunter Thompson~~ , <u>Lafe Hunter (Hunter)</u>	901 Hwy 9 Bypass West	Lancaster	29720	~~803/283-3232~~ ~~803-283-3232~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

SC	OPR	~~David Malone~~ , <u>Joshua David Jr. (David)</u>	917 E Main St Ste A	Laurens	29360-3617	~~864/682-4663~~ ~~864-715-3185~~
SC	OPR	~~Britt Sims~~ , <u>McKenzie Britt Cooper (Britt)</u>	4295 Sunset Blvd	Lexington	29072-9146	~~803/728-3144~~ ~~803-728-3144~~
SC	OPR	~~Josh Wynn~~ <u>Tucker, Howard Michael (Michael)</u>	~~5465 Platt Springs Rd~~ <u>5560 Sunset Blvd</u>	Lexington	~~29073-9260~~ ~~9072-9262~~	~~803/830-5611~~ ~~803-808-6317~~
SC	OPR	~~Michael Tucker~~ <u>Wynn, Joshua Adam (Josh)</u>	~~5560 Sunset Blvd~~ <u>5465 Platt Springs Rd</u>	Lexington	~~29072-9262~~ ~~9073-9260~~	~~803/808-6317~~ ~~803-830-5611~~
SC	OPR	~~Will Lane~~ , <u>William Michael (Will)</u>	2931 Paxville Hwy	Manning	29102-7993	~~803/473-2323~~ ~~803-473-2323~~
SC	OPR	~~Matt Webber~~ , <u>Matthew Eugene (Matt)</u>	135 W Butler Rd	Mauldin	29662-2534	~~864/297-0262~~ ~~864-297-0262~~
SC	OPR	~~Justin Clark~~ , <u>Justin Eric (Justin)</u>	601 N Highway 52	Moncks Corner	29461-3130	~~843/438-4308~~ ~~843-438-4308~~
SC	OPR	~~John Wrenn~~ <u>Malone, Joshua David Sr. (Josh)</u>	~~3102 Ironclad Aly~~ <u>653 Long Point Rd</u>	Mount Pleasant	~~29466-8355~~ ~~9464-8210~~	~~843/849-2281~~ ~~843-881-3857~~
SC	OPR	~~Josh Malone~~ , <u>Joshua David Sr. (Josh)</u>	1024 Johnnie Dodds Blvd	Mount Pleasant	29464-3107	~~843/881-6811~~ ~~843-881-6811~~
SC	OPR	~~Josh Malone~~ <u>Wrenn, John Porter (John)</u>	~~653 Long Point Rd~~ <u>3102 Ironclad Alley</u>	Mount Pleasant	~~29464-8210~~ ~~9466-8355~~	~~843/881-3857~~ ~~843-849-2281~~
SC	OPR	~~Steve Farmer~~ , <u>Steven Lee (Steve)</u>	4400 Highway 17	Murrells Inlet	29576-5026	~~843/652-9955~~ ~~843-652-9955~~
SC	OPR	~~Jeff Cash~~ , <u>Jeffrey Kent (Jeff)</u>	10131 N Kings Hwy	Myrtle Beach	29572-4021	~~843/272-0007~~ ~~843-272-0007~~
SC	OPR	~~Joette Smith~~ <u>Grant, Mary G. (Wendy)</u>	~~2000 Coastal Grand Cir Ste FC1~~ <u>1940 Mister Joe White Ave</u>	Myrtle Beach	~~29577-9607~~ ~~9577~~	~~843/445-7404~~ ~~843-445-6467~~
SC	OPR	~~Mike Peterson~~ , <u>Michael Wesley (Mike)</u>	2360 Dick Pond Rd	Myrtle Beach	29575-6512	~~843/293-3992~~ ~~843-293-3992~~
SC	OPR	~~Steve Rumley~~ , <u>Steven Alan Jr. (Steve)</u>	85 Rodeo Dr	Myrtle Beach	29579-9470	~~843/903-3322~~ ~~843-903-3322~~
SC	OPR	~~Wendy Grant~~ <u>Smith, Joette Lynch (Joette)</u>	~~1940 Mister Joe White Ave~~ <u>2000 Coastal Grand Cir Ste Fc1</u>	Myrtle Beach	~~29577-29577~~ ~~9607~~	~~843/445-6467~~ ~~843-445-7404~~
SC	<u>OPR</u>	<u>Dawkins, Jonathan Craig (Jon)</u>	<u>1065 Edgefield Road</u>	<u>North Augusta</u>	<u>29860</u>	
SC	OPR	~~Jon Dawkins~~ , <u>Jonathan Craig (Jon)</u>	1267 Knox Ave	North Augusta	29841-4048	~~803/202-3202~~ ~~803-202-3202~~

SC	OPR	~~Blind~~ , Deborah Ann (Debbie)	4926 Centre Pointe Dr	North Charleston	29418-6927	843-744-9051
SC	OPR	~~Chad~~ Burn, <u>Chad Clay (Chad)</u>	7616 Rivers Ave	North Charleston	29406-4012	~~843/797-0122~~ 843-797-0122
SC	OPR	~~Daniel~~ Dickerson, <u>Daniel Rayburn (Daniel)</u>	8455 Dorchester Rd	North Charleston	29420-7307	~~843/767-1213~~ 843-767-1213
SC	OPR	~~Debbie~~ Blind	4926 Centre Pointe Dr	North Charleston	29418-6927	843/744-9051
SC	TMP	~~Nic~~ Frye	2150 Northwoods Blvd Unit B4	North Charleston	29406-4045	843/797-2341
SC	OPR	~~Jeff~~ Cash, <u>Jeffrey Kent (Jeff)</u>	690 Highway 17 N	~~North Myrtle Beach~~	~~29582-2906~~	~~843/280-7882~~ 843-280-7882
SC	OPR	~~Wayne~~ Murphy, <u>Wayne (Wayne)</u>	3559 Saint Matthews Rd	Orangeburg	29118-8217	~~803/534-7676~~ 803-534-7676
SC	OPR	~~Chad~~ Saxon, <u>Chad Anthony (Chad)</u>	3420 Highway 153	Piedmont	29673-9405	~~864/295-8330~~ 864-295-8330
SC	OPR	~~Chad~~ Sheley	2415 Cherry Rd	Rock Hill	29732-2174	803/325-1323
SC	OPR	~~Randy~~ Barfield, <u>Walter Ransford Jr. (Randy)</u>	2245 Dave Lyle Blvd	Rock Hill	29730-4973	~~803/980-8080~~ 803-980-8080
SC	OPR	~~Herb~~ Tyler, <u>Chad Douglas (Chad)</u>	~~1612 Sandifer Blvd~~ 2415 Cherry Rd	~~Seneca~~ Rock Hill	~~29678-0905~~ 29732-2171	~~864/886-9080~~ 803-325-1323
SC	OPR	~~Matt~~ Webber, <u>Tyler, Herbert Burnette Jr. (Herb)</u>	~~659 Fairview Rd~~ 1612 Sandifer Blvd	~~Simpsonville~~ Seneca	~~29680-6706~~ 29678-0905	~~864/962-5157~~ 864-886-9080
SC	OPR	~~Matt~~ Webber, <u>Matthew Eugene (Matt)</u>	930 NE Main St	Simpsonville	29681-2010	~~864/962-1323~~ 864-962-1323
SC	OPR	~~Ben~~ Moore, <u>Webber, Matthew Eugene (Matt)</u>	~~1995 E Main St~~ 659 Fairview Rd	~~Spartanburg~~ Simpsonville	~~29307-2308~~ 29680-6706	~~864/577-0801~~ 864-962-5157
SC	TMP OPR	~~Brandon~~ Powell, <u>Goff, James Randell (Randy)</u>	~~205 W Blackstock Rd Ste 630~~ 1790 Asheville Hwy	Spartanburg	~~29301-1396~~ 29303-2008	~~864/574-2144~~ 864-582-0093
SC	OPR	~~Keith~~ Laws, <u>Keith E. (Keith)</u>	1503 Wo Ezell Blvd	Spartanburg	29301-2603	~~864/595-0478~~ 864-595-0478
SC	OPR	~~Randy~~ Goff, <u>Moore, Benjamin S. (Ben)</u>	~~1790 Asheville Hwy~~ 1995 E Main St	Spartanburg	~~29303-2008~~ 29307-2308	~~864/582-0093~~ 864-577-0801
SC	OPR	~~Chris~~ Walker, <u>Matson, Nadezhda (Nadia)</u>	~~1312 N Main St~~ 1726 State Rd	Summerville	~~29483-7308~~ 29486-2754	~~843/695-1112~~ 843-984-8989
SC	OPR	~~Nadia~~ Andronovich, <u>Walker, Christopher Nelson (Chris)</u>	~~1726 State Rd~~ 1312 N Main St	Summerville	~~29486-2754~~ 29483-7308	~~843/984-8989~~ 843-695-1112
SC	OPR	~~Scott~~ Richardson, <u>Warren Scott (Scott)</u>	~~1057 Broad St Ste 7~~ 375 Pinewood Rd	Sumter	~~29150-2567~~ 29150-5442	~~803/775-9072~~ 803-774-4455
SC	OPR	~~Scott~~ Richardson, <u>Warren Scott (Scott)</u>	1170 Broad St	Sumter	29150-1946	~~803/905-2620~~ 803-905-2620
SC	OPR	~~Todd~~ Bennett, <u>Anthony Todd (Todd)</u>	2801 Wade Hampton Blvd Ste C	Taylors	29687-2758	~~864/322-2300~~ 864-322-2300
SC	OPR	~~Steven~~ Bryant, <u>Steven Jones (Steven)</u>	22 Benton Rd	Travelers Rest	29690-2168	~~864/834-2230~~ 864-834-2230
SC	OPR	~~Britt~~ Sims, <u>McKenzie Britt Cooper (Britt)</u>	2299 Augusta Rd	West Columbia	29169-4523	~~803/939-1600~~ 803-939-1600
SD	OPR	~~Jeremiah~~ Heiser, <u>Jeremiah Lee (Jeremiah)</u>	4005 W 41st St	Sioux Falls	57106-0702	~~605/275-1010~~ 605-275-1010
ST	Type	Operator Name	Location Addr1	Location	Zip	Phone
TN	OPR	~~Frankie~~ Turner, <u>Francis J. (Frankie)</u>	1031 Hunters Xing	Alcoa	37701-1850	~~865/981-9993~~ 865-981-9993
TN	OPR	~~Allen~~ Arant, <u>Allen Baird (Allen)</u>	2940 Kirby Whitten Rd	Bartlett	38134-2824	~~901/512-5391~~ 901-512-5391
TN	OPR	~~Barry~~ Hooper, <u>Barry Wayne (Barry)</u>	330 Franklin Rd	Brentwood	37027-3280	~~615/373-4160~~ 615-373-4160
TN	OPR	~~Josh~~ Horner, <u>Joshua Michael (Josh)</u>	360 Pinnacle Pkwy	Bristol	37620-5004	~~423/573-2032~~ 423-573-2032
TN	OPR	~~Heath~~ Kyle, <u>Collins, Mitchell Roy (Mitch)</u>	~~639 Camp Jordan Pkwy~~ 2100 Hamilton Place Blvd Ste 313	Chattanooga	~~37412-4250~~ 7421-6007	~~423/498-4780~~ 423-894-3181
TN	OPR	~~Mitch~~ Collins, <u>Mitchell Roy (Mitch)</u>	1804 Gunbarrel Rd	Chattanooga	37421-3129	~~423/485-0777~~ 423-485-0777
TN	OPR	~~Mitch~~ Collins, <u>Goebeler, Nicholas Joseph (Nick)</u>	~~2100 Hamilton Place Blvd Ste 343~~ 5830 Brainerd Rd	Chattanooga	~~37421-6007~~ 7411-5505	~~423/894-3181~~ 423-855-9880
TN	OPR	~~Nick~~ Goebeler, <u>Kitchen, Kristina Alexandra (Alex)</u>	~~5830 Brainerd Rd~~ 209 Northgate Mall	Chattanooga	~~37411-5505~~ 7415-6940	~~423/855-9880~~ 423-875-4771
TN	OPR	~~Brittney~~ Pennington, <u>Kyle, Samuel Heath</u>	~~3096 Wilma Rudolph Blvd~~ 639 Camp	~~Clarksville~~ Chattna	~~37040-5043~~	~~931/552-5511~~

		(Head)	Address	Phone	743-2255	423-48-4780
TN	OPR	~~David~~ -Blevins, David Paul (David)	1626 Madison St	Clarksville	37043-4911	~~931/648-4468~~ 931-648-4468
TN	OPR	Pennington, Brittnye Carole (Brittnye)	3096 Wilma Rudolph Blvd	Clarksville	37040-5014	931-552-5511
TN	OPR	~~Karen~~ -Colley, Karen Thomas (Karen)	~~1000 Paul Huff Pkwy NW~~ 3890 Keith St Nw	Cleveland	~~37342-2962~~ 7312-4336	~~423/479-4232~~ 423-728-5471
TN	OPR	~~Karen~~ -Colley, Karen Thomas (Karen)	~~3890 Keith St NW~~ 1000 Paul Huff Pkwy NW	Cleveland	~~37342-4336~~ 7312-2962	~~423/728-5474~~ 423-479-4232
TN	OPR	~~Grant~~ -Gibbs, Grant Stephen (Grant)	1036 W Poplar Ave	Collierville	38017-2505	~~901/853-1786~~ 901-853-1786

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TN	OPR	~~Caleb~~ -Mathis, Stephen Caleb (Caleb)	605 S James Campbell Blvd	Columbia	38401-4333	~~931/380-3939~~ 931-380-3939
TN	OPR	~~Ben~~ -Prine, Benjamin Thomas (Ben)	1370 Interstate Dr	Cookeville	38501-4129	~~931/372-2665~~ 931-372-2665
TN	OPR	~~Derek~~ -Allen, Derek Cole (Derek)	3381 N Main St	Crossville	38555-5455	~~931/707-7797~~ 931-707-7797
TN	~~OPR~~ TM _P	~~Mitch Fielder~~ Kish, Christopher E	2440 Lake Rd	Dyersburg	38024-1604	~~731/285-0880~~ 731-285-0880
TN	OPR	~~Tommy~~ -Tipton, Thomas Alan (Tommy)	753 W Elk Ave	Elizabethton	37643-2516	~~423/297-1266~~ 423-297-1266
TN	OPR	Hammontree, Martha Jeanne (Jeanne)	2016 Columbia Ave	Franklin	37064-3999	615-794-8180
TN	OPR	Hammontree, Martha Jeanne (Jeanne)	203 Lathram Lane	Franklin	37064	
TN	OPR	~~Bill~~ Pfaender, William Christian (Bill)	1122 Murfreesboro Rd	Franklin	37064-3007	~~615/595-1133~~ 615-595-1133
TN	OPR	~~Bill~~ Pfaender, William Christian (Bill)	3063 Mallory Ln	Franklin	37067-8225	~~615/778-0055~~ 615-778-0055
TN	OPR	~~David~~ -Speth, David C. (David)	1800 Galleria Blvd Ste 3060	Franklin	37067-6279	~~615/771-7300~~ 615-771-7300
TN	OPR	Jeanne Hammontree	2016 Columbia Ave	Franklin	37064-3999	615/794-8180
TN	OPR	Jeanne Hammontree	203 Lathram Lane	Franklin	37064	615/791-8030
TN	OPR	~~Greg~~ -Garretson, Gregory George (Greg)	101 N Belvedere Dr	Gallatin	37066-5419	~~615/230-1945~~ 615-230-1945
TN	OPR	~~OPR~~ ^{Anthony} House, Anthony Wade (Anthony)	1230 S Germantown Rd	Germantown	38138-2226	~~901/752-3966~~ 901-249-7740
TN	OPR	~~Mitch~~ -Edge, Mitchel P. (Mitch)	2645 E Andrew Johnson Hwy	Greeneville	37745-0953	~~423/787-2035~~ 423-787-2035
TN	OPR	~~Rich~~ -Luisi, Richard Christian (Rich)	1033 Glenbrook Way	Hendersonville	37075-1231	~~615/264-2330~~ 615-264-2330
TN	OPR	~~Randy~~ -Atkins, Carl Randall Jr. (Randy)	305 Old Lebanon Dirt Rd	Hermitage	37076-2154	~~615/889-2177~~ 615-889-2177
TN	OPR	~~Dean~~ -Kirstein, Dean E. (Dean)	5740 Highway 153	Hixson	37343-3727	~~423/877-5504~~ 423-877-5504
TN	OPR	~~Grant~~ -Edwards, Grant Stephen (Grant)	16 Tinker Hill Road	Jackson	~~38305~~ 38305-4918	~~731/882-7156~~ 731-882-7156
TN	OPR	~~Grant~~ -Edwards, Grant Stephen (Grant)	3 Stonebridge Blvd	Jackson	38305-2055	~~731/668-2919~~ 731-668-2919
TN	OPR	Burchfield, Timothy Lynn (Tim)	3206 Peoples St	Johnson City	37604-4142	423-952-0031
TN	OPR	~~Darrell~~ Fowler, Darrell Johnson (Darrell)	2103 W Market St	Johnson City	37604-6024	~~423/232-2880~~ 423-232-2880
TN	OPR	~~Jimmy~~ -Lane, Jimmy Joe II (Jimmy)	2011 N Roan St Ste 38	Johnson City	37601-3118	~~423/282-4774~~ 423-282-4771
TN	OPR	Tim Burchfield	3206 Peoples St	Johnson City	37604-4142	423/952-0031
TN	OPR	~~John~~ -Tingle, John Frank (John)	1205 E Stone Dr	Kingsport	37660-4126	~~423/245-8881~~ 423-245-8881
TN	OPR	~~David Jacob~~ Halliday, Roger Eddie (Eddie)	~~2082 Town Center Blvd~~ 4944 Kingston Pike	Knoxville	~~37922-6673~~ 7919-5111	~~865/670-7604~~ 865-330-0044
TN	OPR	~~Eddie~~ -Halliday, Roger Eddie (Eddie)	~~4944~~ 7600 Kingston Pike ~~Rm NO1320~~	Knoxville	~~37919-5111~~ 7919-5600	~~865/330-0044~~ 865-690-5447
TN	OPR	~~Eddie~~ -Halliday, Roger Eddie (Eddie)	7520 Kingston Pike	Knoxville	37919-5611	~~865/588-0100~~ 865-588-0100

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TN	OPR	~~Eddie Hamday~~ <u>Harb, Gregory A. (Greg)</u>	<u>N Broadway St</u>	Knoxville	<u>7918-2342</u>	<u>865-689-9661</u>
TN	OPR	~~Greg Harb~~ <u>Jacobi, David Gerard (David)</u>	<u>5100 N Broadway St</u>	Knoxville	<u>37918-2342</u>	<u>865/689-9661</u>
TN	OPR	~~Greg~~ <u>Jones, Gregory Scott (Greg)</u>	6564 Clinton Hwy	Knoxville	37912-1114	<u>865/947-2416</u>
TN	OPR	<u>Whittemore, Timothy Douglas (Tim)</u>	<u>7565 Mountain Grove Dr</u>	Knoxville	<u>37920-6754</u>	<u>865-381-9618</u>
TN	OPR	~~Marshall~~ <u>Wilkins, Marshall Lee (Marshall)</u>	11068 Parkside Dr	Knoxville	37934-1952	<u>865/675-7400</u>
TN	OPR	~~Marshall~~ <u>Wilkins, Marshall Lee (Marshall)</u>	9646 Kingston Pike	Knoxville	37922-2315	<u>865/691-7400</u>
TN	OPR	~~Tim~~ <u>Whittemore</u>	<u>7565 Mountain Grove Dr</u>	Knoxville	<u>37920-6754</u>	<u>865/381-9618</u>
TN	OPR	~~Carlton~~ <u>Beall, Carlton Norman Jr. (Carlton)</u>	706 S Cumberland St	Lebanon	37087-4110	<u>615/444-3005</u>
TN	OPR	<u>Justin</u> <u>Young, Justin Elliott (Justin)</u>	1009 Highway 321 N	Lenoir City	37771-6664	<u>865/816-3541</u>
TN	OPR	~~Todd~~ <u>Hunley, Steven Todd (Todd)</u>	2000 Gallatin Pike N	Madison	37115-2002	<u>615/851-4007</u>
TN	OPR	<u>England, Chandler Zachary (Chandler)</u>	<u>2690 Hillsboro Blvd</u>	Manchester	<u>37355</u>	<u>931-570-2355</u>
TN	OPR	~~Frankie~~ <u>Turner, Francis J. (Frankie)</u>	1767 W Broadway Ave	Maryville	<u>37801-5509</u>	<u>865/983-0878</u>
TN	OPR	~~David Cantey~~ <u>Arant, Allen Baird (Allen)</u>	<u>7072 Winchester Rd</u>	Memphis	<u>38125-2013</u>	<u>901/737-1778</u>
TN	OPR	~~Joe Miller~~ <u>Cantey, David Bryan (David)</u>	<u>6282 Poplar Ave</u>	Memphis	<u>38119-4713</u>	<u>901/766-1875</u>
TN	OPR	~~John~~ <u>Francisco</u>	<u>1980 Union Ave</u>	Memphis	<u>38104-4134</u>	<u>901/272-0511</u>
TN	OPR	~~Marc~~ <u>Clapp, Benjamin Marcus (Marc)</u>	2760 N Germantown Pkwy Ste 268	Memphis	38133-8156	<u>901/382-3280</u>
TN	OPR	~~Marc~~ <u>Clapp, Benjamin Marcus (Marc)</u>	2881 N Germantown Pkwy	Memphis	38133-8150	<u>901/381-4727</u>
TN	OPR	~~Matt Pruitt~~ <u>Francisco, John Charles (John)</u>	<u>4649 Summer</u>	Memphis	<u>38122-4757</u>	<u>901/410-2150</u>
TN	OPR	~~Scott~~ <u>Malone, Brian Scott (Scott)</u>	4916 Poplar Ave	Memphis	38117-5145	<u>901/820-0505</u>
TN	OPR	<u>Miller, Joe Robert (Joe)</u>	<u>6282 Poplar Ave</u>	Memphis	<u>38119-4713</u>	<u>901-766-1875</u>
TN	OPR	<u>Pruitt, Matthew Steven (Matt)</u>	<u>4649 Summer Ave</u>	Memphis	<u>38122-4757</u>	<u>901-410-2150</u>
TN	OPR	~~OPRA~~ <u>Alphonso Ruffin, Alphonso Jr. (Alphonso)</u>	8492 ~~US~~ <u>U</u> s Highway 51 N	Millington	38053-1515	<u>901/872-1115</u>
TN	OPR	~~Gary~~ <u>Robinson, Gary Anthony (Gary)</u>	2141 W Andrew Johnson Hwy	Morristown	37814-3203	<u>423/581-8181</u>
TN	OPR	~~Ray~~ <u>Daniel, Ray (Ray)</u>	401 S Mount Juliet Rd Ste 105	Mount Juliet	37122-6398	<u>615/773-7747</u>
TN	OPR	~~Beau~~ <u>Noblitt, Joseph Pinckney (Beau)</u>	2005 Old Fort Pkwy	Murfreesboro	37129-6908	<u>615/217-1351</u>
TN	OPR	~~Beau~~ <u>Noblitt, Joseph Pinckney (Beau)</u>	2116 Memorial Blvd	Murfreesboro	37129-5121	<u>615/617-3660</u>
TN	OPR	~~Barry~~ <u>Hooper, Barry Wayne (Barry)</u>	5805 Nolensville Pike	Nashville	37211-6501	<u>615/331-7723</u>
TN	OPR	~~John~~ <u>Moore, John Cleveland (John)</u>	2120 Rosa L Parks Blvd	Nashville	37228-1508	<u>615/743-3941</u>
TN	OPR	<u>Moore, John Cleveland (John)</u>	<u>1622 Church St</u>	Nashville	<u>37203-2920</u>	<u>615-549-5902</u>
TN	OPR	~~John~~ <u>Moore, John Cleveland (John)</u>	312 Rosa L Parks	Nashville	37243-1102	<u>615/239-1405</u>
TN	OPR	~~Susan~~ <u>Riley, Susan Lynn (Susan)</u>	2619 8th Ave S	Nashville	37204-2483	<u>615/383-3333</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TN	OPR	~~Will~~ <u>Sims, Will Stanton (Will)</u>	<u>6500 Charlotte Pike</u>	Nashville	<u>37209-2904</u>	<u>615/352-1222</u>
TN	OPR	~~Will~~ <u>Sims, Will Stanton (Will)</u>	<u>7606 Highway 70 S</u>	Nashville	<u>37221-1852</u>	<u>615-994-1711</u>
TN	OPR	~~Logan~~ <u>McCay, Michael Logan (Logan)</u>	<u>357 S Illinois Ave</u>	Oak Ridge	<u>37830-6741</u>	<u>865/272-3254</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~862-22-3251~~
TN	OPR	~~Dawson~~ -Halliday, Charles Dawson (Dawson)	8959 Old Lee Hwy	Ooltewah	37363-8655	~~423/269-6987~~ 423-269-6987
TN	OPR	Greg Jones, Gregory Scott (Greg)	540 E Emory Rd	Powell	37849-3519	~~865/512-1443~~ 865-512-1443
TN	OPR	Mandy Cooper, Amanda Michelle (Mandy)	1432 Parkway	Sevierville	37862-2845	~~865/908-2506~~ 865-908-2506
TN	OPR	Rowell, Terry Allen (Terry)	770 Winfield Dunn Pkwy	Sevierville	37876-5511	865-250-1506
TN	OPR	Womack, Katelyn Nicole (Katelyn)	756 North Main Street	Shelbyville	37160	931-639-6688
TN	OPR	~~Robert~~ -Weinmann, Robert Adam (Robert)	470 W Sam Ridley Pkwy	Smyrna	37167-5620	~~615/459-3290~~ 615-459-3290
TN	OPR	~~Murray~~ -Collier, Murray Preston (Murray)	4885 Main St	Spring Hill	37174-2725	~~615/302-0343~~ 615-302-0343
TN	OPR	Fielder, Mitchell Gregory (Mitch)	3334 Tom Austin Hwy	Springfield	37172	615-667-0224
TN	OPR	~~Joseph~~ -Seabolt, Joseph Howard Jr. (Joseph)	1708 N Jackson St	Tullahoma	37388-2232	~~931/222-4102~~ 931-222-4102
TX	OPR	~~Brian~~ -LaCroix, Brian Howard (Brian)	3130 S Clack St	Abilene	79606-2203	~~325/691-0414~~ 325-691-0414
TX	~~TMPOP~~ R	~~Veronica Vasquez~~ Pulley, Mark David (Mark)	1750 State Highway 351	Abilene	79601-4748	~~325/672-8844~~ 325-776-8168
TX	OPR	~~Paul~~ -Kulas, Paul Justin (Paul)	3781 Belt Line Rd	Addison	75001-4302	~~972/247-3232~~ 972-247-3232
TX	OPR	Kandler, Michael Arthur (Michael)	2273 E. Main St	Alice	78332	361-415-2318
TX	OPR	~~Niel~~ -Brown, William Nielsen (Niel)	350 E Stacy Rd	Allen	75002-8762	~~972/678-3004~~ 972-678-3001
TX	OPR	~~Niel~~ -Brown, William Nielsen (Niel)	902 W McDermott Dr	Allen	75013-6502	~~214/495-9540~~ 214-495-9540
TX	OPR	~~Craig~~ -Newman, Craig Mitchell (Craig)	2018 E Highway 6	Alvin	77511-8507	~~281/585-9911~~ 281-585-9911
TX	~~TMPOP~~ R	~~Allie~~ -Brinza, Allie Jean (Allie)	4510 S Coulter St	Amarillo	79119-6454	~~806/468-8885~~ 806-468-8885
TX	OPR	~~Joshua Raef~~ LaMarca, Lisa Ann (Lisa)	~~2525 S Georgia St~~ 5544 W Amarillo Blvd	Amarillo	~~79109-1926~~ 9106-4135	~~806/358-8055~~ 806-353-1350
TX	OPR	~~Joshua Raef~~ , Joshua Paul (Joshua)	7701 W Interstate 40 Ste 132	Amarillo	79121-0132	~~806/355-1848~~ 806-355-1848
TX	OPR	~~Lisa LaMarca~~ Raef, Joshua Paul (Joshua)	~~5544 W Amarillo Blvd~~ 2525 S Georgia St	Amarillo	~~79106-4135~~ 9109-1926	~~806/353-1350~~ 806-358-8055
TX	OPR	~~Luke~~ -Longino, Luke Gregory (Luke)	513 S Central Expy	Anna	75409-4904	~~469/840-4454~~ 469-840-4454
TX	OPR	~~Carmenza Moreno~~ Hassler, Tiffany Ann (Tiffany)	~~1505 N Collins St~~ 4901 West Sublett Road	Arlington	~~76011-4941~~ 6017	~~817/548-7700~~ 817-563-4999
TX	~~TMPOP~~ R	~~David Allison~~ Hassler, Tiffany Ann (Tiffany)	~~3811 S Cooper St~~ 4412 Little Rd	Arlington	~~76015-4120~~ 6016-5605	~~817/472-9917~~ 817-483-0964
TX	OPR	~~Tiffany Hassler~~ , Wayne E. (Wayne)	~~4412 Little Rd~~ 4700 S Cooper St	Arlington	~~76016-5605~~ 6017-5925	~~817/483-0964~~ 817-465-6631
TX	OPR	~~Tiffany Hassler~~ Moreno, Carmenza Maria (Carmenza)	~~4901 West Sublett Road~~ 1505 N Collins St	Arlington	~~76017-6011~~ 4941	~~817/563-4999~~ 817-548-7700
TX	~~OPR~~ TM P	~~Wayne Hassler~~ Canan, Saide	~~4700~~ 3811 S Cooper St	Arlington	~~76017-5925~~ 6015-4120	~~817/465-6631~~ 817-472-9917
TX	OPR	Campos, Edward Charles (Ed)	12901 I-35 N Service Road Bldg 14	Austin	78753	512-990-2424
TX	OPR	~~Bruce~~ -Crisler, Bruce Alan (Bruce)	13229 Ranch Road 620 N	Austin	78717-1011	~~512/258-0441~~ 512-258-0441
TX	OPR	~~Cliff Green~~ Glover, Jeffrey Don (Jeff)	~~503 W Martin Luther King Jr Blvd~~ 12501 N Mo Pac Expy	Austin	~~78701-1230~~ 8758-2980	~~512/473-8651~~ 512-977-0747
TX	OPR	~~Ed Campos~~ Glover, Jeffrey Don (Jeff)	~~12901 I-35 N Service Road Bldg~~ 4410901 Research Blvd SVRD NB	Austin	~~78753~~ 78759-5719	~~512/990-2424~~ 512-343-1989
TX	OPR	Green, Clifford Vernon (Cliff)	503 W Martin Luther King Jr Blvd	Austin	78701-1230	512-473-8651
TX	OPR	~~Jamie~~ -Harris, James Benjamin (Jamie)	161 W Slaughter Ln Ste M	Austin	78748-1773	~~512/282-4200~~ 512-282-4200
TX	OPR	~~Jeff Glover~~ Massey, Carlton Kenneth (Ken)	~~10901 Research Blvd Svrd NB~~ 5033-D US 290 West	Austin	~~78759-5719~~ 8735	~~512/343-1989~~ 512-358-9125
TX	OPR	~~Jeff Glover~~ Massey, Carlton Kenneth (Ken)	~~12501 N MO Pac Expy~~ 500 E Ben White Blvd	Austin	~~78758-2980~~ 8704-7470	~~512/977-0747~~ 512-707-8119

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	~~Ken Massey~~ <u>Thamson-Nguyen, Thamson Nick (Thamson)</u>	~~5033-D US-290 West~~ <u>7710 N FM 620 Rd Unit 9</u>	Austin	~~78735-78726-4403~~ <u>78737-4795</u>	~~512/551-2200~~ <u>512/527-8149</u>
TX	OPR	~~Ken Massey~~ <u>Ortego, Mark Brian (Mark)</u>	~~5033-D US-290 West~~ <u>7710 N FM 620 Rd Unit 9</u>	Austin	~~78735-78726-4403~~ <u>78737-4795</u>	~~512/358-9125~~ <u>512-219-9082</u>
TX	OPR	~~Luke~~ <u>Steigmeyer, Lucas Michael (Luke)</u>	600 Congress Ave Ste C150	Austin	78701-2987	~~512/482-8030~~ <u>512-482-8030</u>
TX	OPR	~~Mark~~ <u>Ortego</u>	~~7710 N FM 620 Rd Unit 9~~	Austin	~~78726-4403~~	~~512/219-9082~~
TX	OPR	~~Ryan~~ <u>Taylor, William Ryan (Ryan)</u>	2901 S Capital of Texas Hwy Ste VC8	Austin	78746-8112	~~512/523-6463~~ <u>512-523-6463</u>
TX	OPR	~~Thamson~~ <u>Nguyen</u>	~~465 Hargraves Dr~~	Austin	~~78737-4795~~	~~512/551-2200~~
TX	OPR	~~Matt~~ <u>Arnett, Matthew Thomas (Matt)</u>	4455 Fredericksburg Rd	~~Bkms Heights~~ <u>Hghts 800-195</u>	~~78201-1956~~	~~210/910-6330~~ <u>210-910-6330</u>
TX	OPR	~~Ryan~~ <u>Saum, Ryan James (Ryan)</u>	721 Highway 71 W	Bastrop	78602-4036	~~512/332-2000~~ <u>512-332-2000</u>
TX	OPR	~~Edmond~~ <u>Long</u> <u>Burnside, Nicholas Dale (Nick)</u>	~~8738 N Highway 146~~ <u>5512 7th St</u>	~~Baytown~~ <u>Bay City</u>	~~77523-7008~~ <u>7414-9499</u>	~~281/573-4573~~ <u>979-476-5926</u>
TX	OPR	~~Taylor~~ <u>Henckel, Brett Taylor (Taylor)</u>	4053 East Fwy	Baytown	77521-8271	~~281/917-7881~~ <u>281-917-7881</u>
TX	OPR	~~Taylor~~ <u>Henckel, Brett Taylor (Taylor)</u>	5006 Garth Rd	Baytown	77521-2135	~~281/421-5087~~ <u>281-421-5087</u>
TX	OPR	~~Robert~~ <u>Henckel</u> <u>Long, Edmond Ira Jr. (Edmond)</u>	~~3825 College St~~ <u>8738 N Highway 146</u>	~~Beaumont~~ <u>Baytown</u>	~~77701-4621~~ <u>7523-7008</u>	~~409/835-8114~~ <u>281-573-4573</u>
TX	OPR	~~Robert~~ <u>Henckel, Robert Dale (Robert)</u>	4050 Dowlen Rd	Beaumont	77706-6849	~~409/347-4800~~ <u>409-347-4800</u>
TX	OPR	<u>Henckel, Robert Dale (Robert)</u>	<u>3825 College St</u>	<u>Beaumont</u>	<u>77701-4621</u>	<u>409-835-8114</u>
TX	OPR	~~Vanessa~~ <u>Bales, Vanessa L. (Vanessa)</u>	1850 Central Dr	Bedford	76021-5890	~~682/300-5357~~ <u>682-300-5357</u>
TX	OPR	~~Darryl~~ <u>Zavodny, Darryl Allan (Darryl)</u>	3600 Ranch Road 620 S Ste C	Bee Cave	78738-6875	~~512/263-5300~~ <u>512-263-5300</u>
TX	OPR	<u>Sykora, David Landon (David)</u>	<u>1595 N I-35 Frontage Rd</u>	<u>Bellmead</u>	<u>76705</u>	<u>254-296-8253</u>
TX	OPR	~~Jeremy~~ <u>Kirwan, Jeremy Lee (Jeremy)</u>	8800 Highway 377 S	Benbrook	76126-3440	~~817/249-3900~~ <u>817-249-3900</u>
TX	OPR	~~OPRAlex~~ <u>Aviles</u> <u>Moyle, Katherine Koegler (Katie)</u>	~~2150 Ruben Torres Sr Blvd~~ <u>502 E FM 700</u>	~~Brownsville~~ <u>Big Spring</u>	~~78526-2864~~ <u>9720-5716</u>	~~956/504-7222~~ <u>432-897-0351</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	<u>Allen, Andrew Jenson (Drew)</u>	<u>1161 US HWY 290 E</u>	<u>Brenham</u>	<u>77833</u>	<u>979-353-0222</u>
TX	OPR	~~Alex~~ <u>Aviles, Rene Alexander (Alex)</u>	2370 N Expressway Ste 1348	Brownsville	78521-1223	~~956/541-4222~~ <u>956-541-4222</u>
TX	OPR	~~OPRAlex~~ <u>Aviles, Rene Alexander (Alex)</u>	4325 N Expressway # 77	Brownsville	78520-9479	~~956/350-9488~~ <u>956-350-9488</u>
TX	OPR	<u>Aviles, Rene Alexander (Alex)</u>	<u>2150 Ruben Torres Sr Blvd</u>	<u>Brownsville</u>	<u>78526-2864</u>	<u>956-504-7222</u>
TX	OPR	~~Jose~~ <u>Hernandez, Jose Luis Jr. (Jose)</u>	3385 Boca Chica Blvd	Brownsville	78521-4201	~~956/541-2456~~ <u>956-541-2456</u>
TX	OPR	~~Bridget~~ <u>Jones, Bridget Nicole (Bridget)</u>	500 E Commerce St	Brownwood	76801-1820	~~325/510-3302~~ <u>325-510-3302</u>
TX	OPR	<u>Dawson, Brent Ryan (Brent)</u>	<u>2210 Briarcrest Dr</u>	<u>Bryan</u>	<u>77802-5017</u>	<u>979-314-9844</u>
TX	OPR	~~Blake~~ <u>Wilson, Robert Blake (Blake)</u>	1542 W Villa Maria Rd	Bryan	77807-2386	~~979/775-3794~~ <u>979-775-3794</u>
TX	OPR	~~Brent~~ <u>Dawson</u> <u>Howard, Timothy Reece (Reece)</u>	~~2210 Briarcrest Dr~~ <u>15500 S Interstate 35</u>	~~Bryan~~ <u>Buda</u>	~~77802-5017~~ <u>8610-3386</u>	~~979/314-9844~~ <u>512-400-4185</u>
TX	OPR	~~Reece~~ <u>Howard</u> <u>Ryan, Gregory Stephen (Greg)</u>	~~15500 S Interstate 35~~ <u>111 Nw John Jones Dr</u>	~~Buda~~ <u>Burleson</u>	~~78610-3386~~ <u>6028-5154</u>	~~512/400-4185~~ <u>817-447-0106</u>
TX	OPR	~~Greg~~ <u>Ryan, Gregory Stephen (Greg)</u>	1105 N Burleson Blvd	Burleson	76028-7009	~~817/447-4552~~ <u>817-447-4552</u>
TX	OPR	~~Greg~~ <u>Ryan</u> <u>Agnew, Macy Macall (Macy)</u>	~~111 NW John Jones Dr~~ <u>2425 Old Denton Rd</u>	~~Burleson~~ <u>Carrollton</u>	~~76028-5154~~ <u>5006-1330</u>	~~817/447-0106~~ <u>972-466-2412</u>
TX	OPR	~~Joseph~~ <u>Morris, Joseph Patrick (Joseph)</u>	387 E ~~FM~~ <u>Fm</u> 1382	Cedar Hill	75104-6038	~~972/293-0022~~ <u>972-293-0022</u>
TX	OPR	~~Priscilla~~ <u>Mendoza, Priscilla Chavez (Priscilla)</u>	1325 E Whitestone Blvd	Cedar Park	78613-7597	~~512/260-9777~~ <u>512-260-9777</u>

<u>TX</u>	<u>OPR</u>	<u>Haile, Tyler Reese (Tyler)</u>	<u>885 Cibolo Valley Drive</u>	<u>Cibolo</u>	<u>78108</u>	<u>210-300-2700</u>
TX	OPR	~~LaChelle~~ Cress, <u>LaChelle Nicole (LaChelle)</u>	321 Marina Bay Dr	~~Clear Lake Shores~~ <u>Shores</u>	~~77565-2686~~	<u>281/535-1550</u> <u>281-535-1550</u>
TX	OPR	~~Matt~~ Flaniken, <u>Matthew Asa (Matt)</u>	801 W Henderson St	Cleburne	76033-4833	<u>682/317-1040</u> <u>682-317-1040</u>
TX	OPR	~~Jerald~~ Huggins, <u>Jerald Eugene (Jerald)</u>	1700 Harvey Mitchell Pkwy S	College Station	77845-4296	<u>979/704-5598</u> <u>979-704-5598</u>
TX	OPR	~~Jerald~~ Huggins, <u>Jerald Eugene (Jerald)</u>	~~1719 Texas Ave~~ <u>4431 State Highway 6 S</u>	College Station	~~77840-3320~~ <u>7845-4428</u>	<u>979/694-4500</u> <u>979-690-8822</u>
TX	OPR	~~Jerald~~ Huggins, <u>Jerald Eugene (Jerald)</u>	~~4431 State Highway 6 S~~ <u>1719 Texas Ave S</u>	College Station	~~77845-4428~~ <u>7840-3320</u>	<u>979/690-8822</u> <u>979-694-4500</u>
TX	OPR	~~Zack~~ Price, <u>Zachary Thomas (Zack)</u>	5150 Colleyville Blvd	Colleyville	76034-5826	<u>817/897-2287</u> <u>817-897-2287</u>
TX	OPR	~~Casey~~ Hughes, <u>Casey Dean (Casey)</u>	10057 Highway 242	Conroe	77385	<u>936/280-0033</u> <u>936-280-0033</u>
TX	OPR	~~Casey~~ Hughes, <u>Casey Dean (Casey)</u>	~~3425 College Park Dr~~ <u>453 S Loop 336 W</u>	Conroe	~~77384-4921~~ <u>7304-3303</u>	<u>936/266-0416</u> <u>936-494-2991</u>
TX	OPR	~~Casey~~ Hughes, <u>Casey Dean (Casey)</u>	~~453 S Loop 336 W~~ <u>3425 College Park Dr</u>	Conroe	~~77304-3303~~ <u>7384-4921</u>	<u>936/494-2991</u> <u>936-266-0416</u>
TX	OPR	~~Eddie~~ Kober, <u>Edward Manuel (Eddie)</u>	1321 W Davis St	Conroe	77304-2309	<u>936/441-4480</u> <u>936-441-4480</u>
TX	OPR	~~Stephen~~ Kennedy, <u>Stephen Harper (Stephen)</u>	202 Robert Griffin III Blvd	Copperas Cove	76522-3197	<u>254/542-1411</u> <u>254-542-1411</u>
TX	OPR	~~Brad~~ Slate, <u>John Bradley (Brad)</u>	4481 FM 2181	Corinth	76210-4216	<u>940/498-1535</u> <u>940-498-1535</u>
TX	OPR	~~Denise Martinek~~ <u>Buentello, Yessica Estrada (Yessica)</u>	~~13701 Northwest Blvd~~ <u>5488 S Padre Island Dr Ste 1014</u>	Corpus Christi	~~78410-5114~~ <u>8411-4117</u>	<u>361/387-0000</u> <u>361-991-3161</u>
<u>TX</u>	<u>OPR</u>	<u>Buentello, Yessica Estrada (Yessica)</u>	<u>4946 S Staples St</u>	<u>Corpus Christi</u>	<u>78411-3802</u>	<u>361-991-2499</u>
TX	~~IMPOP~~ <u>R</u>	~~Jessica~~ Davis, <u>Jessica Nicole (Jessica)</u>	9601 S Padre Island Dr	Corpus Christi	78418-5127	<u>361/504-0611</u> <u>361-504-0611</u>
TX	OPR	~~Kevin Sharp~~ <u>Martinek, Denise Y. (Denise)</u>	~~5929 Saratoga~~ <u>13701 Northwest Blvd</u>	Corpus Christi	~~78414-4102~~ <u>8410-5114</u>	<u>361/906-0029</u> <u>361-387-0000</u>
TX	OPR	~~Paul~~ Rodriguez, <u>Pablo (Paul)</u>	4741 S Padre Island Dr	Corpus Christi	78411-4415	<u>361/851-2135</u> <u>361-851-2135</u>
TX	OPR	~~Yessica Buentello~~ <u>Sharp, Kevin W. (Kevin)</u>	~~4946 S Staples St~~ <u>5929 Saratoga Blvd</u>	Corpus Christi	~~78411-3802~~ <u>8414-4102</u>	<u>361/991-2499</u> <u>361-906-0029</u>
TX	OPR	~~Yessica Buentello~~ <u>Kosir, Dawn Rose (Dawn)</u>	~~5488 1903 S Padre Island Dr Ste 1014~~ <u>US Highway 287</u>	~~Corpus Christi~~ <u>Corsicana</u>	~~78411-4117~~ <u>5110-9661</u>	<u>361/991-3161</u> <u>430-222-3171</u>
TX	OPR	~~Dawn Kosir~~ <u>Pogue, Joshua Andrew (Josh)</u>	~~1903 S US Highway 287~~ <u>14041 FM 2100 Rd</u>	~~Corsicana~~ <u>Crosby</u>	~~75110-9661~~ <u>7532-6153</u>	<u>430/222-3171</u> <u>281-369-1016</u>
TX	OPR	~~Shawn~~ Self, <u>Shawn Michael (Shawn)</u>	11851 US Highway 380	Crossroads	76227-8215	<u>940/365-2727</u> <u>940-365-2727</u>
TX	OPR	~~Chaluh~~ , David ~~Oakes~~ <u>Joseph (David)</u>	~~9823 Barker~~ <u>14011 Spring Cypress Rd</u>	Cypress	~~77433-5391~~ <u>7429-1964</u>	<u>281/758-1240</u> <u>281-394-3991</u>
<u>TX</u>	<u>OPR</u>	<u>Kober, Norman Edward (Norm)</u>	<u>28644 Highway 290</u>	<u>Cypress</u>	<u>77433-4290</u>	<u>281-256-7120</u>
TX	OPR	~~Norm~~ Kober, <u>Norman Edward (Norm)</u>	25835 Highway 290	Cypress	77429-1049	<u>281/256-2423</u> <u>281-256-2423</u>
TX	OPR	~~Norm~~ Kober <u>Oakes, David P. (David)</u>	~~28644 Highway 290~~ <u>10802 Fry Road</u>	Cypress	~~77433-4290~~ <u>7433</u>	<u>281/256-7120</u> <u>832-529-1661</u>
TX	OPR	~~Carl Nelson~~ <u>Oakes, David P. (David)</u>	~~9386 Lyndon B Johnson Fwy~~ <u>9823 Barker Cypress Rd</u>	~~Dallas~~ <u>Cypress</u>	~~75243-3468~~ <u>7433-5391</u>	<u>469/330-8838</u> <u>281-758-1240</u>
<u>TX</u>	<u>OPR</u>	<u>Allen, Ryan Scott (Ryan)</u>	<u>4523 Frankford Rd</u>	<u>Dallas</u>	<u>75287-6824</u>	<u>972-732-6540</u>
<u>TX</u>	<u>OPR</u>	<u>Calva, Joshua Adam (Joshua)</u>	<u>1401 Elm St Ste 220</u>	<u>Dallas</u>	<u>75202-2935</u>	<u>214-748-4520</u>
<u>TX</u>	<u>OPR</u>	<u>Canales, Lori Michelle (Lori)</u>	<u>6176 Retail Rd Ste 100</u>	<u>Dallas</u>	<u>75231-7813</u>	<u>214-890-7551</u>
<u>TX</u>	<u>OPR</u>	<u>Elesawi, Noor Walid (Noor)</u>	<u>2429 W Wheatland Rd</u>	<u>Dallas</u>	<u>75237-3610</u>	<u>972-296-4090</u>
TX	OPR	~~Gabbard~~ , Christopher Gregg (Chris ~~Gabard~~)	8687 N Central Expy Ste 2386	Dallas	75225-4561	<u>214/363-4627</u> <u>214-363-4627</u>
TX	OPR	~~Curt Kelly~~ <u>Green, Philip Jackson (Philip)</u>	~~15235 Montfort~~ <u>14897 Preston Rd</u>	Dallas	~~75248-6457~~ <u>5254-7863</u>	<u>972/385-9449</u> <u>972-386-9774</u>
TX	OPR	~~Jeff Mulkey~~ <u>Gutteridge, Kyle Andrew (Kyle)</u>	~~1535 N Cockrell Hill~~ <u>7934 Arapaho Rd</u>	Dallas	~~75211-1315~~ <u>5248-4445</u>	<u>214/331-2400</u> <u>469-617-1233</u>
TX	OPR	~~Jeff White~~ <u>Jacobs, Consuela Kennard</u>	~~6423 Hillcrest Ave~~ <u>3502 W Camp</u>	Dallas	~~75205-1852~~	<u>214/599-9944</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

		~~(Cousins)~~ ~~Jeff White~~ ~~Kelly, Curtis Durell III~~	~~7718 N Central Expy~~ ~~15235 Montfort Rd~~	~~Dallas~~	~~75206-19017~~ ~~5248-6457~~	~~214/691-6111~~ ~~972-385-9449~~
TX	OPR	~~Kristi Mead~~ ~~McPherson, William Travis (William)~~	~~12795 Midway~~ ~~12120 Inwood Rd~~	~~Dallas~~	~~75244-63337~~ ~~5244-8017~~	~~972/243-3309~~ ~~972-404-4727~~
TX	OPR	~~Kyle Gutteridge~~ ~~Mead, Kristi Layne (Kristi)~~	~~7934 Arapaho~~ ~~12795 Midway Rd~~	~~Dallas~~	~~75248-44457~~ ~~5244-6333~~	~~469/617-1233~~ ~~972-243-3309~~
TX	OPR	~~Lori Canales~~ ~~Mulkey, Jeffrey Dan (Jeff)~~	~~6176 Retail~~ ~~1535 N Cockrell Hill Rd Ste 400~~	~~Dallas~~	~~75231-78137~~ ~~5211-1315~~	~~214/890-7551~~ ~~214-331-2400~~
TX	OPR	~~Louie Murillo~~ ~~Louis Anthony (Louie)~~	~~3040 W Mockingbird Ln~~	~~Dallas~~	~~75235-5807~~	~~214/736-3866~~ ~~214-736-3866~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	~~Louie Murillo~~ ~~Louis Anthony (Louie)~~	~~3820 W Northwest Hwy~~	~~Dallas~~	~~75220-51607~~ ~~5220-5139~~	~~214/353-2266~~ ~~214-353-2266~~
TX	OPR	~~Michael Walkup~~ ~~Nelson, Carl E. (Carl)~~	~~9111 Garland Rd~~ ~~9386 Lyndon B Johnson Fwy~~	~~Dallas~~	~~75218-39367~~ ~~5243-3468~~	~~214/945-4232~~ ~~469-330-8838~~
TX	~~TMP~~ ~~OP~~ ~~R~~	~~Noor Elesawi~~ ~~Walkup, Michael C. (Michael)~~	~~2429 W Wheatland Rd~~ ~~11809 E Northwest Hwy~~	~~Dallas~~	~~75237-36107~~ ~~5218-1412~~	~~972/296-4090~~ ~~469-389-2330~~
TX	OPR	~~Philip Green~~ ~~Walkup, Michael C. (Michael)~~	~~14897 Preston~~ ~~9111 Garland Rd~~	~~Dallas~~	~~75254-78637~~ ~~5218-3936~~	~~972/386-9774~~ ~~214-945-4232~~
TX	OPR	~~Ryan Allen~~ ~~White, Jeffrey Clinton (Jeff)~~	~~4523 Frankford Rd~~ ~~7718 N Central Expy~~	~~Dallas~~	~~75287-68247~~ ~~5206-1901~~	~~972/732-6540~~ ~~214-691-6111~~
TX	OPR	~~William McPherson~~ ~~White, Jeffrey Clinton (Jeff)~~	~~12120 Inwood Rd~~ ~~6423 Hillcrest Ave~~	~~Dallas~~	~~75244-80177~~ ~~5205-1852~~	~~972/404-4727~~ ~~214-599-9944~~
TX	OPR	~~Jordan Fiala~~ ~~Ortega, Rodrigo (Rodrigo)~~	~~2207 Veterans Blvd~~	~~Del Rio~~	~~78840-3120~~	~~830/775-2902~~ ~~830-775-2902~~
TX	OPR	~~Rob Medders~~ ~~James Robert (Rob)~~	~~2801 W FM 120~~	~~Denison~~	~~75020~~	~~903/465-1615~~ ~~903-465-1615~~
TX	OPR	~~Matt Listi~~ ~~John Matthew (Matt)~~	~~1711 S Loop 288~~	~~Denton~~	~~76205-4833~~	~~940/382-8149~~ ~~940-382-8149~~
TX	OPR	~~Matt Pearson~~ ~~Jon Matthew (Matt)~~	~~2410 W University Dr~~	~~Denton~~	~~76201-1605~~	~~940/387-7883~~ ~~940-597-6274~~
TX	OPR	~~Michael Lee~~ ~~Michael Kevin (Michael)~~	~~1640 FM~~ ~~Fm 646 Rd W~~	~~Dickinson~~	~~77539-3392~~	~~281/337-1898~~ ~~281-337-1898~~
~~TX~~	~~OPR~~	~~Morris, Joseph Patrick (Joseph)~~	~~300 W Highway 67~~	~~Duncanville~~	~~75137-4413~~	~~972-283-6647~~
TX	OPR	~~Zadai Longoria-Cruz~~ ~~Zadai Esperanza (Zadai)~~	~~635 S Bibb Ave~~	~~Eagle Pass~~	~~78852-6359~~	~~830/335-2012~~ ~~830-335-2012~~
TX	OPR	~~Rudy Martinez~~ ~~Jose Fidel (Rudy)~~	~~1360 W University Dr~~	~~Edinburg~~	~~78539-2912~~	~~956/287-0805~~ ~~956-287-0805~~
TX	OPR	~~Rudy Martinez~~ ~~Jose Fidel (Rudy)~~	~~4300 S I-69C~~	~~Edinburg~~	~~78539~~	~~956/292-0120~~ ~~956-292-0120~~
TX	~~OPR~~	~~OPR~~ ~~Anthony Martinez~~ ~~Chavez, Sergio Denver (Sergio)~~	~~1300A Airway~~ ~~10721 Gateway South Blvd~~	~~El Paso~~	~~79925-22117~~ ~~9924~~	~~915/771-7870~~ ~~915-821-0624~~
~~TX~~	~~OPR~~	~~Hernandez, Rene Luis (Rene)~~	~~12240 Montana Ave~~	~~El Paso~~	~~79938-4851~~	~~915-857-5950~~
~~TX~~	~~OPR~~	~~Hernandez, Rene Luis (Rene)~~	~~1840 N Zaragoza Rd~~	~~El Paso~~	~~79936-7911~~	~~915-921-0610~~
TX	~~OPR~~	~~OPR~~ ~~Anthony Martinez~~ ~~Anthony (Anthony)~~	~~8401 Gateway Blvd W~~ ~~Suite M-05 Ste M05~~	~~El Paso~~	~~79925-56687~~ ~~9925-5644~~	~~915/779-1324~~ ~~915-779-1324~~
~~TX~~	~~OPR~~	~~Martinez, Anthony (Anthony)~~	~~1300 Airway Blvd # A~~	~~El Paso~~	~~79925-2211~~	~~915-771-7870~~
TX	OPR	~~Edgar Ortega~~ ~~Edgar (Edgar)~~	~~6450 N Desert Blvd~~	~~El Paso~~	~~79912-8506~~	~~915/581-2645~~ ~~915-581-2645~~
TX	OPR	~~Edgar Ortega~~ ~~Edgar (Edgar)~~	~~7597 N Mesa St~~	~~El Paso~~	~~79912-3505~~	~~915/842-8553~~ ~~915-842-8553~~
TX	OPR	~~Marc Zayas~~ ~~Marc Anthony (Marc)~~	~~1335 N Zaragoza Rd~~	~~El Paso~~	~~79936-7902~~	~~915/857-5452~~ ~~915-857-5452~~
~~TX~~	~~OPR~~	~~Rene Hernandez~~	~~12240 Montana Ave~~	~~El Paso~~	~~79938-4851~~	~~915/857-5950~~
~~TX~~	~~OPR~~	~~Rene Hernandez~~	~~1840 N Zaragoza Rd~~	~~El Paso~~	~~79936-7911~~	~~915/921-0610~~
TX	OPR	~~Sergio Chavez~~ ~~Zayas, Marc Anthony (Marc)~~	~~10721 Gateway South~~ ~~12141 Eastlake Blvd~~	~~El Paso~~	~~7992479928~~ ~~7809~~	~~915/821-0624~~ ~~915-249-6144~~
TX	OPR	~~Josh Ragsdale~~ ~~Joshua (Josh)~~	~~390 N Interstate Highway 45~~	~~Ennis~~	~~75119-3404~~	~~972/875-3452~~ ~~972-875-3452~~
TX	OPR	~~Ernie Flores~~ ~~Ernesto III (Ernie)~~	~~3003 State Highway 121~~	~~Eules~~	~~76039-4076~~	~~817/354-5654~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						817-234-5654
TX	OPR	~~Jason Driscoll~~ <u>Arthur, Kenneth Darren (Kenny)</u>	2001 ~~Long Prairie~~ <u>Justin</u> Rd	Flower Mound	~~75022-4222~~ <u>5028-3800</u>	~~972/691-5988~~ <u>972-691-3999</u>
TX	OPR	~~Kenny Arthur~~ <u>Driscoll, Jason Evan (Jason)</u>	2001 ~~Justin~~ <u>Long Prairie</u> Rd	Flower Mound	~~75028-3800~~ <u>5022-4222</u>	~~972/691-3999~~ <u>972-691-5988</u>
TX	OPR	~~Roger~~ <u>Clark, Roger Lee (Roger)</u>	900 E US Highway 80	Forney	75126-8613	~~972/564-3665~~ <u>972-564-3665</u>
TX	<u>OPR</u>	~~OPRAmy~~ <u>CapehartAlbrecht, Matthew Mark (Matt)</u>	~~4500 W Bailey Boswell Rd~~ <u>2900 Western Center Blvd</u>	Fort Worth	~~76179-4319~~ <u>6131-1332</u>	~~817/236-0130~~ <u>817-847-7384</u>
TX	OPR	~~Bruce Slone~~ <u>Bales, Vanessa L. (Vanessa)</u>	~~3200 Hulen St~~ <u>4332 Highway 360</u>	Fort Worth	~~76107-6172~~ <u>6155-2531</u>	~~817/737-4904~~ <u>469-999-3616</u>
TX	OPR	~~Dat Nguyen~~ <u>Capehart, Amy Michelle (Amy)</u>	~~549 Carroll St~~ <u>4500 W Bailey Boswell Rd</u>	Fort Worth	~~76107-2292~~ <u>6179-4319</u>	~~817/332-7111~~ <u>817-236-0130</u>
TX	OPR	~~Dusty Russell~~ <u>Janicek, H. Mike (Mike)</u>	~~5604 McPherson Blvd~~ <u>4913 Bryant Irvin Rd</u>	Fort Worth	~~76123-6023~~ <u>6132-3617</u>	~~817/297-4664~~ <u>817-423-8806</u>
TX	OPR	~~Gary~~ <u>Kasprzak, Gary M. (Gary)</u>	3580 Altamesa Blvd	Fort Worth	76133-5602	~~817/423-0222~~ <u>817-423-0222</u>
TX	OPR	~~Jeremy~~ <u>Kirwan, Jeremy Lee (Jeremy)</u>	4800 S Hulen St Ste 2105	Fort Worth	76132-1558	~~817/294-0094~~ <u>817-294-0094</u>
TX	OPR	~~Matt Albrecht~~ <u>Lamb, Sandra Denise (Sandy)</u>	~~2900 Western Center Blvd~~ <u>3588 Highway 114</u>	Fort Worth	~~76131-1332~~ <u>6177-2101</u>	~~817/847-7384~~ <u>682-831-1770</u>
TX	OPR	~~Mike Janicek~~ <u>Nguyen, Dat Tan (Dat)</u>	~~4913 Bryant Irvin Rd~~ <u>549 Carroll St</u>	Fort Worth	~~76132-3617~~ <u>6107-2292</u>	~~817/423-8806~~ <u>817-332-7111</u>
TX	OPR	~~Sandy Lamb~~	~~3588 Highway 114~~	~~Fort Worth~~	~~76177-2101~~	~~682/831-1770~~
TX	OPR	~~Sanel Thomas~~ <u>Pleasants, Scott Eugene (Scott)</u>	~~2811 N Main St~~ <u>2870 Heritage Trace Pkwy</u>	Fort Worth	~~7616476177~~ <u>7580</u>	~~817/945-3956~~ <u>817-750-2440</u>
TX	OPR	~~Scott~~ <u>Pleasants, Scott Eugene (Scott)</u>	2401 N Tarrant Pkwy	Fort Worth	76177-2208	~~817/232-7300~~ <u>817-232-7300</u>
TX	OPR	~~Scott Pleasants~~ <u>Russell, John Dustin (Dusty)</u>	~~2870 Heritage Trace Pkwy~~ <u>5601 McPherson Blvd</u>	Fort Worth	~~76177-7580~~ <u>6123-6023</u>	~~817/750-2440~~ <u>817-297-4664</u>
TX	OPR	~~Vanessa Bales~~ <u>Slone, Bruce Wayne (Bruce)</u>	~~4332 Highway 360~~ <u>3200 Hulen St</u>	Fort Worth	~~7615576107~~ <u>6172</u>	~~469/999-3616~~ <u>817-737-4904</u>
TX	<u>OPR</u>	<u>Thomas, Sanel (Sanel)</u>	<u>2811 N Main St</u>	<u>Fort Worth</u>	<u>76164</u>	<u>817-945-3956</u>
TX	<u>OPR</u>	~~OPRA~~ <u>Anthony Baragas, Anthony Michael (Anthony)</u>	1757 S Friendswood Dr	Friendswood	77546-5409	~~832/569-2259~~ <u>832-569-2259</u>
TX	OPR	~~Charles~~ <u>Gibson, Charles Allen (Charles)</u>	1 Baybrook Mall	Friendswood	77546-2700	~~281/480-7144~~ <u>281-480-7144</u>
TX	<u>OPR</u>	~~OPRA~~ <u>Aaron WilliamsCooper, Talton Charles III (Talton)</u>	~~7979 FM 423~~ <u>2601 Preston Rd Ste 2046</u>	Frisco	~~75036-3024~~ <u>5034-9002</u>	~~469/362-3930~~ <u>972-668-7230</u>
TX	OPR	~~Frieda~~ <u>Marroquin, Frieda Elizabeth (Frieda)</u>	~~5211 Eldorado~~ <u>5377 Dallas Pkwy</u>	Frisco	~~75033-8674~~ <u>5034-7921</u>	~~214/387-9887~~ <u>214-705-1887</u>
TX	OPR	~~Frieda~~ <u>Marroquin, Frieda Elizabeth (Frieda)</u>	~~5377 Dallas~~ <u>5211 Eldorado Pkwy</u>	Frisco	~~75034-7924~~ <u>5033-8671</u>	~~214/705-1887~~ <u>214-387-9887</u>
TX	OPR	~~Jay~~ <u>Schumacher, Jason Roy (Jay)</u>	8875 Preston Rd	Frisco	75034-5698	~~214/436-5419~~ <u>214-436-5419</u>
TX	~~TMP~~ <u>OPR</u>	~~Talton Cooper~~ <u>Williams, Robert Aaron (Aaron)</u>	~~2601 Preston Rd Ste 2046~~ <u>7979 FM 423</u>	Frisco	~~75034-9002~~ <u>5036-3024</u>	~~972/668-7230~~ <u>469-362-3930</u>
TX	OPR	~~Michael~~ <u>Clarke, Michael Patrick (Michael)</u>	1001 W Highway 82	Gainesville	76240-2532	~~940/284-1436~~ <u>940-427-1306</u>
TX	OPR	~~Jimmy~~ <u>Jernigan, Jimmy Edward (Jimmy)</u>	5425 N George Bush Hwy	Garland	75044-4801	~~972/496-6918~~ <u>972-496-6918</u>
TX	OPR	~~Ryan~~ <u>Southers, Ryan Bradley (Ryan)</u>	1031 W University Ave	Georgetown	78628-5338	~~512/930-4884~~ <u>512-930-4884</u>
TX	<u>OPR</u>	~~OPRA~~ <u>Aaron Grant, Aaron Langdon (Aaron)</u>	1011 E US Highway 377	Granbury	76048-2584	~~817/573-4424~~ <u>817-573-4424</u>
TX	OPR	~~Robin~~ <u>Harris, Robin Snegon (Robin)</u>	1225 W Pioneer Pkwy	Grand Prairie	75051-4915	~~972/602-6900~~ <u>972-602-6900</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	~~Robin~~ <u>Harris, Robin Snegon (Robin)</u>	3970 S Carrier Pkwy	Grand Prairie	75052-6654	~~972/264-3100~~ <u>972-264-3100</u>
TX	OPR	~~Wayne~~ <u>Hassler, Wayne E. (Wayne)</u>	3041 W Camp Wisdom Rd	Grand Prairie	75052-4463	~~817/652-0804~~ <u>817-652-0804</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	~~Clinton Cowden~~ <u>Boyd, Jarvis Ramon (Jarvis)</u>	~~1235 William D Tate Ave~~ <u>2255 E Grapevine Mills Cir</u>	Grapevine	~~76051-4031~~ <u>76051-4031</u>	~~817-488-4147~~ <u>817-488-4147</u>
TX	OPR	~~Jarvis Boyd~~ <u>Cowden, Clinton James (Clinton)</u>	~~1235 William D Tate Ave~~ <u>2255 E Grapevine Mills Cir</u>	Grapevine	~~76051-4031~~ <u>76051-4031</u>	~~817-488-4147~~ <u>817-488-4147</u>
TX	OPR	~~Cathy Miner~~ <u>, Catherine Jo (Cathy)</u>	3130 Interstate Highway 30	Greenville	75402-7208	~~903-494-5720~~ <u>903-494-5720</u>
TX	OPR	~~Mike Tschirhart~~ <u>, Michael Allen (Mike)</u>	5100 W Parkway St	Groves	77619-2920	~~409-962-5634~~ <u>409-962-5634</u>
TX	OPR	~~Brad Beeman~~ <u>, Bradley Eugene (Brad)</u>	201 E Central Texas Expy	Harker Heights	76548-1887	~~254-690-2171~~ <u>254-690-2171</u>
TX	OPR	~~Francisco Castellanos~~	~~1021 Dixieland Rd~~	~~Harlingen~~	~~78552-5932~~	~~956/365-3833~~
TX	OPR	~~Francisco~~ <u>Castellanos, Francisco (Francisco)</u>	~~1814 South Business 77 Sunshine Strip Blvd.~~	~~Blvd.~~ <u>Harlingen</u>	~~78550-8275~~	~~956/412-0550~~ <u>956-412-0550</u>
TX	~~OPR~~ <u>OPRAustin</u>	~~Rice~~ <u>Castellanos, Francisco (Francisco)</u>	~~2267 W Sam Houston Pkwy N~~ <u>1021 Dixieland Rd</u>	~~Houston~~ <u>Harlingen</u>	~~77043-2308~~ <u>8552-5932</u>	~~713/561-5596~~ <u>956-365-3833</u>
TX	OPR	~~Becky Chin~~ <u>Bringman, Michael Paul (Michael)</u>	~~5940 Gulf Fwy~~ <u>2416 US Highway 79 S</u>	~~Houston~~ <u>Henders</u> <u>on</u>	~~77023-5416~~ <u>5654-4412</u>	~~713/924-4000~~ <u>430-243-3447</u>
TX	OPR	~~Becky Chin~~ <u>Anderson, Joseph Wilburn (Joseph)</u>	~~7007 Gulf Fwy~~ <u>10225 Almeda Genoa Rd</u>	Houston	~~77087-2503~~ <u>7075-2421</u>	~~281/645-6288~~ <u>713-946-1800</u>
TX	OPR	~~Brad Munson~~ <u>Anthony-Garrett, Willie Marie (Willie)</u>	~~12935 State~~ <u>6895 Highway 2496 S</u>	Houston	~~77086-3332~~ <u>7083-3301</u>	~~281/445-6177~~ <u>281-568-0702</u>
TX	OPR	~~Branden Gibson~~ <u>Bradford, Wade Nichols (Wade)</u>	~~8609 Westheimer Rd~~ <u>6175 Highway 6 N</u>	Houston	~~77063-4201~~ <u>7084-1303</u>	~~713/278-2300~~ <u>281-855-9163</u>
TX	OPR	~~Cindy Smith~~ <u>Caddenhead, Kevin Ray (Kevin)</u>	~~21622 State Highway 249~~ <u>3635 Cypress Creek Pkwy</u>	Houston	~~77070-1646~~ <u>7068-3601</u>	~~281/374-6690~~ <u>281-895-0794</u>
TX	OPR	~~Colleen Pamphile~~ <u>Caddenhead, Kevin Ray (Kevin)</u>	~~12325 FM~~ <u>7007 Fm 1960 Rd W</u>	Houston	~~77065-4808~~ <u>7069-3601</u>	~~832/912-8227~~ <u>281-580-4303</u>
TX	OPR	~~Darlene Kober~~ <u>Chaluh, Nissim Jesse (Jesse)</u>	~~1174 Willowbrook Mall~~ <u>9799 S Post Oak Rd</u>	Houston	~~77070-5789~~ <u>7096-4302</u>	~~281/890-6613~~ <u>713-965-7444</u>
TX	OPR	~~David Oakes~~ <u>Chaluh, Nissim Jesse (Jesse)</u>	~~8440 Highway 6 N~~ <u>2715 Southwest Fwy</u>	Houston	~~77095-2004~~ <u>7098-4606</u>	~~281/550-9205~~ <u>713-523-2442</u>
TX	OPR	~~Drew Ellis~~ <u>Chaluh, Nissim Jesse (Jesse)</u>	~~1200 McKinney~~ <u>5001 Beechnut St Ste 363</u>	Houston	~~77010-2038~~ <u>7096-1502</u>	~~713/650-8081~~ <u>713-839-7700</u>
TX	OPR	~~Drew Ellis~~ <u>Chin, Rebecca Grace (Becky)</u>	~~2222 Shearn St~~ <u>7007 Gulf Fwy</u>	Houston	~~77007-3941~~ <u>7087-2503</u>	~~713/862-4311~~ <u>281-645-6288</u>
TX	OPR	~~Francisco Hernandez~~ <u>Chin, Rebecca Grace (Becky)</u>	~~11011 Northwest~~ <u>5940 Gulf Fwy</u>	Houston	~~77092-7311~~ <u>7023-5416</u>	~~713/956-8000~~ <u>713-924-4000</u>
TX	OPR	~~Francisco Hernandez~~ <u>DeCola, James Randall (James)</u>	~~13240 Northwest Fwy~~ <u>13412 Briar Forest Dr</u>	Houston	~~77040-6003~~ <u>7077-1904</u>	~~713/462-7698~~ <u>281-531-5503</u>
TX	OPR	~~Glenn Thigpen~~ <u>DeCola, Joseph Domnick (Joseph)</u>	~~9440 W Sam Houston Pkwy N~~ <u>13720 East Fwy</u>	Houston	~~77064-6347~~ <u>7015-5929</u>	~~281/477-7091~~ <u>713-455-3760</u>
TX	OPR	~~Graham Kilgore~~ <u>DeCola, Joseph Domnick (Joseph)</u>	~~14335~~ <u>5910 E Sam Houston Pkwy N</u>	Houston	~~77044-6363~~ <u>7049-2505</u>	~~281/816-1020~~ <u>281-459-9553</u>
TX	OPR	~~Greg Kubala~~ <u>Deyo, Jason Alan (Jason)</u>	~~2606 S Kirkwood Rd~~ <u>11520 Pearland Pkwy</u>	Houston	~~77077-6691~~ <u>7089-2642</u>	~~281/759-5799~~ <u>281-528-1944</u>
TX	OPR	~~Greg Kubala~~ <u>Ellis, Sidney Drew (Drew)</u>	~~753 Dairy Ashford Rd~~ <u>1200 McKinney St Ste 363</u>	Houston	~~77079-5305~~ <u>7010-2038</u>	~~832/770-4576~~ <u>713-650-8081</u>
TX	OPR	~~James DeCola~~ <u>Ellis, Sidney Drew (Drew)</u>	~~13412 Briar Forest Dr~~ <u>2222 Shearn St</u>	Houston	~~77077-1904~~ <u>7007-3941</u>	~~281/531-5503~~ <u>713-862-4311</u>
TX	OPR	~~Jason Deyo~~	~~11520 Pearland Pkwy~~	~~Houston~~	~~77089-2642~~	~~281/528-1944~~
TX	OPR	~~Jeff Fortsch~~ <u>, Jeffrey Michael (Jeff)</u>	6840 W Sam Houston Pkwy S	Houston	77072-5216	~~281/498-7800~~ <u>281-498-7800</u>
TX	OPR	~~Jesse Chaluh~~ <u>Gibson, Branden Ashford (Branden)</u>	~~2715 Southwest Fwy~~ <u>8609 Westheimer Rd</u>	Houston	~~77098-4606~~ <u>7063-4201</u>	~~713/523-2442~~ <u>713-278-2300</u>
TX	OPR	~~Jesse Chaluh~~	~~5001 Beechnut St~~	~~Houston~~	~~77096-1502~~	~~713/839-7700~~
TX	OPR	~~Jesse Chaluh~~	~~9799 S Post Oak Rd~~	~~Houston~~	~~77096-4302~~	
TX	OPR	~~Joe Glynn~~ <u>, Joseph W. (Joe)</u>	4410 North Fwy	Houston	77022-3606	~~713/695-8888~~ <u>713-695-8888</u>
TX	OPR	~~Joe Glynn~~ <u>, Joseph W. (Joe)</u>	925 North Loop W	Houston	77008-1765	~~713/861-6701~~ <u>713-861-6701</u>
TX	OPR	~~Jon Goolsby~~ <u>, Jonathan Paul (Jon)</u>	165 West Rd	Houston	77037-1144	~~281/402-4005~~ <u>281-402-4005</u>
TX	OPR	~~Jon Goolsby~~ <u>, Jonathan Paul (Jon)</u>	3955 Little York Rd	Houston	77093-3802	~~281/227-5810~~ <u>281-227-5810</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	~~Joseph DeCola~~ <u>Hernandez, Francisco</u>	~~143720 East 11011 Northwest Fwy~~	Houston	~~77046-1800~~	~~713-462-1800~~
TX	OPR	~~Joseph DeCola~~ <u>Hernandez, Francisco</u>	~~143720 East 11011 Northwest Fwy~~	Houston	~~77046-1800~~	~~713-462-1800~~
TX	OPR	~~Joseph DeCola~~ <u>Kilgore, Graham Bradley</u>	~~5940 14335 E Sam Houston Pkwy N~~	Houston	~~77049-2505~~	~~281-459-9553~~
TX	OPR	~~Juli Salvagio~~ <u>Kinney, Steven Dale Jr. (Steven)</u>	~~3401 W Holcombe Blvd 7539~~	Houston	~~77025-1533~~	~~713-660-8200~~
TX	OPR	~~Kevin Caddenhead~~ <u>Kinney, Steven Dale Jr. (Steven)</u>	~~3635 Cypress Creek Pkwy 5325 S Rice Ave~~	Houston	~~77068-3604~~	~~281-895-0794~~
TX	OPR	~~Kevin Caddenhead~~ <u>Kober, Darlene Marie</u>	~~7007 FM 1960 Rd W 1174 Willowbrook Mall~~	Houston	~~77069-3604~~	~~281-580-4303~~
<u>TX</u>	<u>OPR</u>	<u>Kubala, Greg Alan (Greg)</u>	<u>753 Dairy Ashford Rd</u>	<u>Houston</u>	<u>77079-5305</u>	<u>832-770-4576</u>
<u>TX</u>	<u>OPR</u>	<u>Kubala, Greg Alan (Greg)</u>	<u>2606 S Kirkwood Rd</u>	<u>Houston</u>	<u>77077-6691</u>	<u>281-759-5799</u>
TX	OPR	~~Rafael~~ <u>McLeod, Rafael David (Rafael)</u>	303 Memorial City Ste 385	Houston	77024-3246	~~713-467-6862~~
TX	OPR	~~Rafael~~ <u>McLeod, Rafael David (Rafael)</u>	7660 Katy Fwy	Houston	77024-2002	~~713-686-8542~~
TX	OPR	~~Rusty Wylie~~ <u>Munson, Brad Lee (Brad)</u>	~~19303 Katy Fwy 12935 State Highway 249~~	Houston	~~77094-1007~~	~~281-678-7171~~
TX	OPR	~~Steven Kinney~~ <u>Pamphile, Colleen Karen</u>	~~5325 S Rice Ave 12325 Fm 1960 Rd W~~	Houston	~~77081-2735~~	~~713-349-0234~~
TX	OPR	~~Steven Kinney~~ <u>Pierotti, David Tyler (Tyler)</u>	~~7539 Southwest Fwy 430 Cypress Creek Pkwy~~	Houston	~~77074-1903~~	~~713-935-1520~~
TX	OPR	~~Sydnea Rutland~~ <u>Rice, Austin Travis (Austin)</u>	~~5015 Westheimer Rd Ste 1330 2267 W Sam Houston Pkwy N~~	Houston	~~77056-5626~~	~~713-840-8810~~
TX	OPR	~~Tyler Pierotti~~ <u>Rutland, Sydnea Redwine</u>	~~430 Cypress Creek Pkwy 8440 Highway 6 N~~	Houston	~~77090-3520~~	~~281-444-4736~~
TX	OPR	~~Ummara Sajid~~ <u>Ummara (Ummara)</u>	1900 Nasa Pkwy	Houston	77058-3503	~~281-333-0003~~
TX	OPR	~~Wade Bradford~~ <u>Salvagio, Julianne McMahon</u>	~~6175 Highway 6 N 7900 Main St~~	Houston	~~77084-1303~~	~~281-855-9163~~
TX	OPR	~~Willie Anthony Garrett~~ <u>Salvagio, Julianne McMahon (Juli)</u>	~~6895 Highway 6 S 3101 W Holcombe Blvd~~	Houston	~~77083-3304~~	~~281-568-0702~~
<u>TX</u>	<u>OPR</u>	<u>Smith, Cynthia Diane (Cindy)</u>	<u>21622 State Highway 249</u>	<u>Houston</u>	<u>77070-1646</u>	<u>281-374-6690</u>
<u>TX</u>	<u>OPR</u>	<u>Thigpen, Michael Glenn (Glenn)</u>	<u>9440 W Sam Houston Pkwy N</u>	<u>Houston</u>	<u>77064-6317</u>	<u>281-477-7091</u>
TX	OPR	~~Philip Smith~~ <u>Wylie, Martin Russel (Rusty)</u>	~~98 Hudson Oaks Dr 19303 Katy Fwy~~	~~Hudson Oaks~~ <u>Houston</u>	~~76087-4705~~	~~682-231-8800~~
<u>TX</u>	<u>TMP</u>	<u>Farol, Nicholas</u>	<u>5015 Westheimer Rd Ste 1330</u>	<u>Houston</u>	<u>77056-5626</u>	<u>713-840-8810</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	~~David Chaluh~~ <u>Smith, Philip Marcus (Philip)</u>	~~20131 Highway 59 N Ste 2106 98 Hudson Oaks Dr~~	~~Humble~~ <u>Hudson Oaks</u>	~~77338-2334~~	~~281-446-4255~~
TX	OPR	~~Duane~~ <u>Johnston, Duane Lee (Duane)</u>	9525 N Sam Houston Pkwy E	Humble	77396-2936	~~281-441-5108~~
TX	OPR	~~Matt Michaels~~ <u>Matthew John (Matt)</u>	19220 W Lake Houston Pkwy	Humble	77346-2180	~~281-852-9808~~
TX	OPR	~~Matt Michaels~~ <u>Matthew John (Matt)</u>	19707 Highway 59 N	Humble	77338-3513	~~281-446-2331~~
<u>TX</u>	<u>TMP</u>	<u>Baldwin, Bryan</u>	<u>20131 Highway 59 N Ste 2106</u>	<u>Humble</u>	<u>77338-2334</u>	<u>281-446-4255</u>
TX	OPR	~~Michael Sullivan~~ <u>Michael John (Michael)</u>	285 I-45 S.	Huntsville	77340	~~936-571-7100~~
TX	OPR	~~Chuck Howard~~ <u>Cook, Charles Jackson (CJ)</u>	767 Grapevine Hwy	Hurst	76054-2805	~~817-485-3337~~
TX	OPR	~~Rich Eager~~ <u>Richard A. Jr. (Rich)</u>	1101 Melbourne Rd Ste 2307	Hurst	76053-6212	~~817-595-4965~~
TX	OPR	~~Rich Eager~~ <u>Richard A. Jr. (Rich)</u>	1475 W Pipeline Rd	Hurst	76053-4628	~~817-590-8889~~
TX	OPR	~~Kyle Steck~~ <u>Kyle Edward (Kyle)</u>	200 Ed Schmidt Blvd	Hutto	78634-5551	~~512-846-4093~~
TX	OPR	~~Ryan Smith~~ <u>Mayes, Michael Scott (Scott)</u>	~~2525 7850 N Belt Line Rd Macarthur Blvd~~	Irving	~~75062~~ <u>75063-7517</u>	~~972-252-6699~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	~~Ryan~~ Smith, <u>Ryan David (Ryan)</u>	~~606255-A~~ <u>Irving Blvd</u>	Irving	~~75062-5288~~ <u>75062-5288</u>	~~972-252-0277~~ <u>972-252-6699</u>
TX	OPR	~~Scott~~ Mayes <u>Smith, Ryan David (Ryan)</u>	~~78505350~~ <u>5350 N MacArthur Blvd</u>	Irving	~~75063-7517~~ <u>5038-3101</u>	~~972/432-0101~~ <u>972-550-0277</u>
TX	OPR	~~Marybeth~~ Wade, <u>Mary Bauer (Marybeth)</u>	502 S Jackson St	Jacksonville	75766-2415	~~903/541-0330~~ <u>903-541-0330</u>
TX	OPR	~~Glenn~~ Thigpen, <u>Michael Glenn (Glenn)</u>	17430 Northwest Fwy	Jersey Village	77040-1009	~~713/983-8348~~ <u>713-983-8348</u>
TX	OPR	~~Baca~~ , <u>Amanda Rhea (Amanda)</u>	~~22159 FM 529 Rd~~	~~Katy~~	~~77493-5094~~	~~281-347-0039~~
TX	OPR	~~OPRA~~ ~~Amanda~~ <u>Baca, Amanda Rhea (Amanda)</u>	2826 W Grand Pkwy N	Katy	77449-1988	~~281/347-0040~~ <u>281-347-0040</u>
TX	OPR	~~Courtney~~ Holmes <u>Cavin, Cynthia Whitley (Cynthia)</u>	~~6635 FM 1463 Rd~~ <u>25601 Nelson Way</u>	Katy	~~7749477494~~ <u>5388</u>	~~281/392-1617~~ <u>281-391-5544</u>
TX	OPR	~~Cynthia~~ ~~Cavin~~ Holmes, <u>Courtney June (Courtney)</u>	~~25601 Nelson Way~~ <u>6635 FM 1463 Rd</u>	Katy	~~77494-5388~~ <u>7494</u>	~~281/391-5544~~ <u>281-392-1617</u>
TX	OPR	~~Rusty~~ Wylie, <u>Martin Russel (Rusty)</u>	23860 Westheimer Pkwy	Katy	77494-3609	~~281/395-1114~~ <u>281-395-1114</u>
TX	OPR	~~Rusty~~ Wylie, <u>Martin Russel (Rusty)</u>	369 S Mason Rd	Katy	77450-1746	~~281/579-9460~~ <u>281-579-9460</u>
TX	OPR	~~Elizabeth~~ Fritz, <u>Elizabeth Anne (Elizabeth)</u>	1002 Keller Pkwy	Keller	76248-3611	~~817/562-5561~~ <u>817-562-5561</u>
TX	OPR	~~Seth~~ White, <u>Seth Hadley (Seth)</u>	1060 Junction Hwy	Kerrville	78028-4902	~~830/257-6901~~ <u>830-257-6901</u>
TX	OPR	~~Darryl~~ Autry, <u>Darryl James (Darryl)</u>	~~910916~~ <u>N Kilgore St</u>	Kilgore	75662-5838	~~903/983-0304~~ <u>903-983-0304</u>
TX	OPR	~~Jay~~ Early, <u>James Madison IV (Jay)</u>	1400 E Central Texas Expy	Killeen	76541-9117	~~254/680-5473~~ <u>254-680-5473</u>
TX	OPR	~~Enrique~~ Baca, <u>Enrique Jr. (Enrique)</u>	2645 S US Highway 77	Kingsville	78363-2937	~~361/602-1050~~ <u>361-602-1050</u>
TX	OPR	~~Sarah~~ Sheridan <u>Derelioglu, Zack (Zack)</u>	~~4594 Kingwood~~ <u>195 Northpark Dr</u>	Kingwood	~~77345-2600~~ <u>7339-1543</u>	~~281/359-2012~~ <u>281-577-1025</u>
TX	OPR	~~Zack~~ ~~Derelioglu~~ Sheridan, <u>Sarah Katherine (Sarah)</u>	~~195 Northpark~~ <u>4594 Kingwood Dr</u>	Kingwood	~~77339-1543~~ <u>7345-2600</u>	~~281/577-1025~~ <u>281-359-2012</u>
TX	OPR	~~Joseph~~ Ramirez, <u>Joseph Anthony (Joseph)</u>	5289 Kyle Center Dr	Kyle	78640-6162	~~512/268-6741~~ <u>512-268-6741</u>
TX	OPR	~~Ron~~ Acosta, <u>Ronnie (Ron)</u>	9101 Spencer Hwy	La Porte	77571-3872	~~281/476-9599~~ <u>281-476-9599</u>
TX	OPR	~~OPRA~~ ~~April~~ Disisto, <u>April Smith (April)</u>	121 Highway 332 W # A	Lake Jackson	77566-4028	~~979/297-2595~~ <u>979-297-2595</u>
TX	OPR	~~Mike~~ Tipton, <u>Michael Alexander (Mike)</u>	6556 Lake Worth Blvd	Lake Worth	76135-3002	~~817/237-7779~~ <u>817-237-7779</u>
TX	OPR	~~De~~ Leon, <u>Ezequiel (Zeke)</u>	~~5000 San Dario Ave~~	~~Laredo~~	~~78041~~	~~956-729-1190~~
TX	OPR	~~Holley~~ , <u>Paul Michael (Paul)</u>	~~5300 North I-35, Suite 171~~	~~Laredo~~	~~78041~~	~~956-722-2328~~
TX	OPR	~~Manny~~ Maldonado, <u>Angel (Manny)</u>	2460 Monarch Dr	Laredo	78045-6574	~~956/764-0451~~ <u>956-764-0451</u>
TX	OPR	~~Marty~~ Speer, <u>Martha C. (Marty)</u>	1916 Bob Bullock Loop	Laredo	78043-9733	~~956/729-8846~~ <u>956-729-8846</u>
TX	OPR	~~Paul~~ Holley	~~5300 North I-35, Suite 171~~	~~Laredo~~	~~78041~~	~~956/722-2328~~
TX	OPR	~~Zeke~~ De Leon	~~5000 San Dario Ave~~	~~Laredo~~	~~78041~~	~~956/729-1190~~
TX	OPR	~~Travis~~ Powell, <u>Travis Elliott (Travis)</u>	2805 E League City Pkwy	League City	77573-3495	~~281/334-0426~~ <u>281-334-0426</u>
TX	OPR	~~Priscilla~~ Mendoza, <u>Priscilla Chavez (Priscilla)</u>	1205 S Highway 183	Leander	78641-1415	~~512/528-0944~~ <u>512-528-0944</u>
TX	OPR	~~Brett~~ Braddy, <u>Brett Gordon (Brett)</u>	483 E Round Grove Rd	Lewisville	75067-8308	~~972/315-3685~~ <u>972-315-3685</u>
TX	OPR	~~David~~ Huffman, <u>David James (David)</u>	1201 W Main St	Lewisville	75067-3430	~~972/353-3000~~ <u>972-353-3000</u>
TX	OPR	~~Justin~~ Belcher, <u>Justin Charles (Justin)</u>	1821 US Highway 190 W	Livingston	77351-4729	~~936/327-1058~~ <u>936-339-0129</u>
TX	OPR	~~Chuck~~ King, <u>Charles E. (Chuck)</u>	1740 W Loop 281	Longview	75604-2733	~~903/295-6633~~ <u>903-295-6633</u>
TX	OPR	~~Chuck~~ King, <u>Charles E. (Chuck)</u>	507 E Loop 281	Longview	75605-5001	~~903/663-6631~~ <u>903-663-6631</u>
TX	OPR	~~OPRTM~~ ~~P~~ <u>Jeremy Puckett</u> <u>Domingo, Juan</u>	3500 ~~McCann~~ <u>Mccann Rd</u>	Longview	75605-4406	~~903/753-3781~~ <u>903-753-3781</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	~~Brad Norris~~ <u>Cannon, David James (David)</u>	~~11425 Quaker Ave~~ <u>3210 W Loop 289</u>	Lubbock	~~79424-7693~~ <u>79407-3228</u>	~~806-798-6711~~ <u>806-796-7744</u>
~~TX~~	~~OPR~~	~~Brad Norris~~	~~8225 University Ave~~	~~Lubbock~~	~~79423-3111~~	~~806/748-3997~~
TX	OPR	~~Brandon~~ <u>Mulkey, Brandon Wayne (Brandon)</u>	6002 Slide Rd Ste 68252	Lubbock	79414-4334	~~806/797-2223~~ <u>806-797-2223</u>
TX	OPR	~~Brandon~~ <u>Mulkey, Brandon Wayne (Brandon)</u>	6416 82nd St	Lubbock	79424-0804	~~806/783-9500~~ <u>806-783-9500</u>
TX	OPR	~~Brandon~~ <u>Mulkey, Brandon Wayne (Brandon)</u>	6820 Slide Rd	Lubbock	79424-1506	~~806/798-1100~~ <u>806-798-1100</u>
TX	OPR	~~David Cannon~~ <u>Norris, Bradley R. (Brad)</u>	~~3210 W Loop 289~~ <u>11425 Quaker Ave</u>	Lubbock	~~79407-3228~~ <u>9424-7693</u>	~~806/796-7744~~ <u>806-698-6711</u>
~~TX~~	~~OPR~~	~~Norris, Bradley R. (Brad)~~	~~8225 University Ave~~	~~Lubbock~~	~~79423-3111~~	~~806-748-3997~~
TX	OPR	~~Tim~~ <u>Odom, Timothy Scott (Tim)</u>	312 University Ave	Lubbock	79415-3429	~~806/744-1564~~ <u>806-744-1564</u>
TX	OPR	~~Tim~~ <u>Odom, Timothy Scott (Tim)</u>	5705 4th St	Lubbock	79416-4241	~~806/784-0281~~ <u>806-784-0281</u>
TX	OPR	~~Brad~~ <u>Henckel, Bradley James (Brad)</u>	250 N John Redditt Dr	Lufkin	75904-2620	~~936/301-2442~~ <u>936-301-2442</u>
TX	OPR	~~Julie~~ <u>Walker, Julie Robertson (Julie)</u>	4605 S Medford Dr	Lufkin	75901-5626	~~936/634-2237~~ <u>936-634-2237</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	~~Kendrick~~ <u>Skipper, Kendrick Ryan (Kendrick)</u>	6543 ~~FM~~ <u>Fm</u> 1488 Rd	Magnolia	77354-2420	~~281/356-1865~~ <u>281-356-1865</u>
TX	OPR	~~Brad~~ <u>Breedlove, Brad Alan (Brad)</u>	1570 E Debbie Ln	Mansfield	76063-3342	~~817/717-2633~~ <u>817-717-2633</u>
TX	OPR	~~Don~~ <u>Gonzales, Donald Lee (Don)</u>	~~3200 E Broad St~~ <u>800 N Walnut Creek Dr</u>	Mansfield	~~76063-5625~~ <u>6063-1501</u>	~~817/453-1056~~ <u>817-473-2723</u>
TX	OPR	~~Don~~ <u>Gonzales, Donald Lee (Don)</u>	~~800 N Walnut Creek Dr~~ <u>3200 E Broad St</u>	Mansfield	~~76063-1501~~ <u>6063-5625</u>	~~817/473-2723~~ <u>817-453-1056</u>
TX	~~OPR~~	~~Alan~~ <u>Williams, Benjamin Alan (Alan)</u>	2105 N US Highway 281	Marble Falls	78654-4319	~~830/693-7777~~ <u>830-693-7777</u>
TX	OPR	~~David~~ <u>Snow, David Neil (David)</u>	1400 East End Blvd. North	Marshall	75670	~~903/202-2222~~ <u>903-202-2222</u>
TX	OPR	~~Luis Magdaleno~~ <u>Hancock, Michael Page (Michael)</u>	~~2709 W Nolana Ave~~ <u>1804 S 10th St</u>	~~McAllen~~ <u>McAllen</u>	~~78504-0029~~ <u>8503-5402</u>	~~956/686-7441~~
TX	OPR	~~Michael Hancock~~ <u>Magdaleno, Luis Miguel (Luis)</u>	~~1804 S 10th St~~ <u>2709 W Nolana Ave</u>	~~McAllen~~ <u>McAllen</u>	~~78503-5402~~ <u>8504-0029</u>	~~956/928-1161~~
TX	OPR	~~Rudy~~ <u>Martinez, Jose Fidel (Rudy)</u>	7340 N 10th St	McAllen	78504-9581	~~956/992-9027~~ <u>956-992-9027</u>
TX	OPR	~~Christy Davis~~ <u>Bridges, Matthew Neil (Matt)</u>	~~5001 W University Dr~~ <u>6201 Eldorado Pkwy</u>	~~McKinney~~ <u>Mckinney</u>	~~75071-75070~~ <u>5625</u>	~~469/384-2440~~ <u>972-369-0770</u>
TX	OPR	~~Don Westback~~ <u>Davis, Christy Dawn (Christy)</u>	~~2011~~ <u>5001</u> W University Dr	Mckinney	~~75071-2903~~ <u>5071</u>	~~972/569-8884~~
TX	OPR	~~Hank~~ <u>Durbin, Harry Gordon (Hank)</u>	8700 State Highway 121	~~McKinney~~ <u>Mckinney</u>	75070-3131	~~972/396-0100~~ <u>972-396-0100</u>
TX	OPR	~~Matt Bridges~~ <u>Westback, Donald Eugene (Don)</u>	~~6201 Eldorado Pkwy~~ <u>2011 W University Dr</u>	~~McKinney~~ <u>Mckinney</u>	~~75070-5625~~ <u>5071-2903</u>	~~972/369-0770~~ <u>972-569-8884</u>
TX	~~OPR~~	~~Amanda~~ <u>Esquivel, Amanda Michelle (Amanda)</u>	8007 E Expressway 83	Mercedes	78570-5053	~~956/903-4700~~ <u>956-903-4700</u>
TX	OPR	~~Roger~~ <u>Clark, Roger Lee (Roger)</u>	1600 N Town East Blvd	Mesquite	75150-4106	~~972/686-0067~~ <u>972-686-0067</u>
TX	OPR	~~Sam~~ <u>Wallis, Samuel L. (Sam)</u>	3054 Town East Mall	Mesquite	75150-4120	~~972/686-0091~~ <u>972-686-0091</u>
TX	~~OPR~~	~~Alejandra~~ <u>SolisFister, Ryan Joseph (Ryan)</u>	~~5120 Andrews Hwy~~ <u>4511 N Midkiff Rd Ste C19</u>	Midland	~~79703-4523~~ <u>9705-3238</u>	~~432/699-3000~~ <u>432-695-6093</u>
~~TX~~	~~OPR~~	~~Andy~~	~~4508 W Loop 250 N~~	~~Midland~~	~~79707-3168~~	~~432/697-5880~~
TX	OPR	~~Dianne~~ <u>Jones, Dianne E. (Dianne)</u>	2014 Rankin Hwy	Midland	79701-1801	~~432/425-3319~~ <u>432-425-3319</u>
TX	OPR	~~Jason~~ <u>Shaffer, Jason Lynn (Jason)</u>	25 Village Cir	Midland	79701-6344	~~432/687-1282~~ <u>432-687-1282</u>
TX	~~TMP~~ <u>OPR</u>	~~Ryan Fister~~ <u>Slatken, Andrew M. (Andy)</u>	~~4511~~ <u>4508 W Loop 250 N</u> ~~Midkiff Rd Ste C19~~	Midland	~~79705-3238~~ <u>9707-3168</u>	~~432/695-6093~~ <u>432-697-5880</u>

<u>TX</u>	<u>OPR</u>	<u>Solis, Alejandra (Alejandra)</u>	<u>5120 Andrews Hwy</u>	<u>Midland</u>	<u>79703-4523</u>	<u>432-699-3000</u>
TX	OPR	~~John~~ -Millender, <u>John Paul (John)</u>	2010 FM 663	Midlothian	76065-6509	~~972/775-5743~~ <u>972-775-5713</u>
TX	OPR	~~Fed~~ -Venecia, <u>Teodoro Jr. (Ted)</u>	2501 E Interstate Highway 2	Mission	78572-6697	~~956/682-0055~~ <u>956-682-0055</u>
TX	OPR	~~Milton~~ -Kubala, <u>Milton Ted (Milton)</u>	6124 Highway 6	Missouri City	77459-3802	~~281/261-7100~~ <u>281-261-7100</u>
TX	OPR	~~Tony~~ -Levine, <u>Anthony Michael (Tony)</u>	9130 Highway 6	Missouri City	77459-5144	~~832/632-8800~~ <u>832-632-8800</u>
TX	OPR	~~Joseph~~ -Piotrowski, <u>Joseph John III (Joseph)</u>	20155 Eva St	Montgomery	77356-2007	~~936/597-6465~~ <u>936-597-6465</u>
TX	OPR	~~Matt-Webber~~ <u>Howard, Charles Martin (Chuck)</u>	~~447~~ <u>105</u> E ~~FM-544~~ <u>16th St</u>	~~Murphy~~ <u>Mount Pleasant</u>	~~75094-4004~~ <u>75455-2203</u>	~~972/509-2700~~ <u>903-202-0008</u>
TX	OPR	~~Ramsey Parr~~ <u>Webber, Matthew Dane (Matt)</u>	~~2804 North St~~ <u>117 E Fm 544</u>	~~Nacogdoches~~ <u>Murphy</u>	~~75965-2814~~ <u>5094-4001</u>	~~936/462-8681~~ <u>972-509-2700</u>
TX	OPR	~~Hal-Leedy~~ <u>Parr, Ramsey W. (Ramsey)</u>	~~4663 W State Highway 46~~ <u>2804 North St</u>	~~New Braunfels~~ <u>Nacogdoches</u>	~~78132-4737~~ <u>5965-2814</u>	~~830/626-0434~~ <u>936-462-8681</u>
TX	OPR	~~Michael~~ -Leal, <u>Michael Anthony (Mike)</u>	1031 S Walnut Ave	New Braunfels	78130-5973	~~830/620-1200~~ <u>830-620-1200</u>
<u>TX</u>	<u>OPR</u>	<u>Leedy, Hal Arthur (Hal)</u>	<u>1663 W State Highway 46</u>	<u>New Braunfels</u>	<u>78132-4737</u>	<u>830-626-0434</u>
TX	OPR	~~Zack~~ -Dereilioglu, <u>Zack (Zack)</u>	11877 N Grand Pkwy E	New Caney	77357-1839	~~281/354-3356~~ <u>281-354-3356</u>
TX	OPR	~~Danny~~ -Beltran, <u>Daniel Joe (Danny)</u>	5131 Rufe Snow Dr	North Richland Hills	~~76180-6004~~ <u>76180-6001</u>	~~817/281-8336~~ <u>817-281-8336</u>
TX	OPR	<u>St. Romain, Theron Joseph (T.J.-St. Romain)</u>	9130 N Tarrant Pkwy	North Richland Hills	~~76182-8676~~ <u>76182-8676</u>	~~817/485-7400~~ <u>817-485-7400</u>
<u>TX</u>	<u>OPR</u>	<u>Dunn, Russell Wayne (Rusty)</u>	<u>3805 E 42nd St</u>	<u>Odessa</u>	<u>79762-5947</u>	<u>432-550-7421</u>
TX	OPR	~~Brian-Garrison~~ <u>Dye, Denton Lincoln (Denton)</u>	4109 Faudree Rd	Odessa	79765-8511	~~432/614-4403~~ <u>432-215-9029</u>
TX	OPR	~~Nate~~ -Saxton, <u>Nathaniel Aaron (Nate)</u>	106 E University Blvd	Odessa	79762-7665	~~432/360-1020~~ <u>432-360-1020</u>
~~TX~~	~~OPR~~	~~Rusty Dunn~~	~~3805 E 42nd St~~	~~Odessa~~	~~79762-5947~~	~~432/550-7421~~
TX	OPR	~~Eric-Sienko~~ <u>Ashby, Kyle Ross (Kyle)</u>	3130 N 16th St	Orange	77630-2306	~~866/771-6961~~ <u>866-771-6961</u>
TX	OPR	~~Riley~~ -Emter, <u>Riley Wayne (Riley)</u>	1940 S Loop 256	Palestine	75801-5916	~~903/922-7168~~ <u>903-922-7168</u>
TX	OPR	~~Joe~~ -Gonzalez, <u>Jose Isabel (Joe)</u>	214 E Mile 3 Rd	Palmhurst	78573-5078	~~956/580-9991~~ <u>956-580-9991</u>
TX	OPR	~~Moises~~ -Hernandez, <u>Moises Eli (Moises)</u>	3420 Lamar Ave	Paris	75460-5046	~~903/224-3834~~ <u>903-224-3834</u>
TX	OPR	~~Luke~~ -Wilbanks, <u>Luke Patrick (Luke)</u>	3700 Spencer Hwy	Pasadena	77504-1114	~~832/384-8228~~ <u>832-384-8228</u>
TX	OPR	~~Luke~~ -Wilbanks, <u>Luke Patrick (Luke)</u>	5104 Fairmont Pkwy	Pasadena	77505-3728	~~281/998-2300~~ <u>281-998-2300</u>
<u>TX</u>	<u>OPR</u>	<u>Bullington, Bryan Lee (Bryan)</u>	<u>3621 Business Center Dr</u>	<u>Pearland</u>	<u>77584-4165</u>	<u>713-436-0544</u>
TX	OPR	~~Bryan~~ -Bullington, <u>Bryan Lee (Bryan)</u>	10105 Broadway St	Pearland	77584-8416	~~713/436-6700~~ <u>713-436-6700</u>
TX	OPR	~~Bryan~~ -Bullington, <u>Bryan Lee (Bryan)</u>	11629 Shadow Creek Pkwy	Pearland	77584-7262	~~713/340-1190~~ <u>713-340-1190</u>
TX	OPR	~~Bryan-Bullington~~ <u>Deyo, Jason Alan (Jason)</u>	~~3621 Business Center Dr~~ <u>2660 Pearlman Pkwy</u>	Pearland	~~77584-4165~~ <u>7581-5350</u>	~~713/436-0544~~ <u>281-412-4977</u>
TX	OPR	~~Jake~~ -Smith, <u>Jason Bradley (Jake)</u>	1512 Broadway St	Pearland	77581-5802	~~281/992-9600~~ <u>281-992-9600</u>
TX	OPR	~~Jason-Deyo~~ <u>Gonzalez, Jose Isabel (Joe)</u>	~~2660 Pearlman Pkwy~~ <u>2001 US HWY 83</u>	~~Pearland~~ <u>Penitas</u>	~~77581-5350~~ <u>8576</u>	~~281/412-4977~~ <u>956-391-2570</u>
TX	~~TMPOPR~~	~~Zack~~ -LeCroy, <u>Zachary Gray (Zack)</u>	18617 Limestone Commercial Dr	Pflugerville	78660-4505	~~512/251-4422~~ <u>512-251-4422</u>
TX	OPR	~~Michael~~ -Hancock, <u>Michael Page (Michael)</u>	2023 W Interstate 2	Pharr	78577-0056	~~956/283-1020~~ <u>956-283-1020</u>
<u>TX</u>	<u>OPR</u>	<u>Bulmann, Kevin John (Kevin)</u>	<u>7000 W Spring Creek Pkwy</u>	<u>Plano</u>	<u>75024-3528</u>	<u>972-937-9099</u>
<u>TX</u>	<u>OPR</u>	<u>Ding, Joshua (Josh)</u>	<u>6408 W Plano Pkwy</u>	<u>Plano</u>	<u>75093-8206</u>	<u>972-781-1787</u>
TX	OPR	~~Jay-Schumacher~~ <u>Eager, Scott A. (Scott)</u>	~~8724~~ <u>1909</u> Preston Rd	Plano	~~75024-3311~~ <u>5093-5102</u>	~~972/668-4088~~ <u>972-250-0420</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	~~Jimmy~~ Jernigan, <u>Jimmy Edward (Jimmy)</u>	300 W Plano Pkwy	Plano	75075-8926	~~972/578-9477~~ <u>972-578-9477</u>
TX	OPR	~~John~~ Maroney, <u>John Mark (John)</u>	6240 Coit Rd	Plano	75023-3812	~~972/769-8147~~ <u>972-769-8147</u>
TX	OPR	~~Josh Ding~~ Schumacher, <u>Jason Roy (Jay)</u>	~~6408 W Plano Pkwy~~ <u>8501 Preston Road</u>	Plano	~~75093-82067~~ <u>5024</u>	~~972/781-1787~~
~~TX~~	~~OPR~~	~~Kevin Bulmann~~	~~7000 W Spring Creek Pkwy~~	~~Plano~~	~~75024-3528~~	~~972/937-9099~~
~~TX~~	~~OPR~~	~~Scott Eager~~	~~1909 Preston Rd~~	~~Plano~~	~~75093-5102~~	~~972/250-0420~~
TX	OPR	~~Mike~~ Tschirhart, <u>Michael Allen (Mike)</u>	8701 Memorial Blvd	Port Arthur	77640-1554	~~409/722-4536~~ <u>409-722-4536</u>
TX	OPR	~~Gladia~~ Baltazar, <u>Claudia Yvonne (Claudia)</u>	1125 US Highway 181	Portland	78374-1707	~~361/333-5311~~ <u>361-333-5311</u>
TX	<u>OPR</u>	~~OPR~~ Aaron Williams, <u>Robert Aaron (Aaron)</u>	4420 W University Dr	Prosper	75078-8136	~~972/433-1012~~ <u>972-433-1012</u>
TX	OPR	~~Chris~~ Wright, <u>Christopher Lee (Chris)</u>	1091 S Preston Rd	Prosper	75078-9294	~~972/433-1202~~ <u>972-433-1202</u>
TX	OPR	~~Jeremy~~ Trojacek, <u>Jeremy Blain (Jeremy)</u>	200 Sharaf Avenue	Red Oak	75154	~~972/576-4804~~ <u>972-576-4804</u>
TX	<u>OPR</u>	~~OPR~~ Aaron Vann Hassler, <u>Philip Wayne (Philip)</u>	~~106 W Campbell~~ <u>1400 E Renner Rd</u>	Richardson	~~75080-35107~~ <u>5082-2100</u>	~~972/479-8930~~ <u>972-665-7064</u>
TX	OPR	~~Carl~~ Nelson, <u>Carl E. (Carl)</u>	603 S Plano Rd	Richardson	75081-4512	~~972/480-0090~~ <u>972-480-0090</u>
TX	OPR	~~Philip Hassler~~ Vann, <u>Aaron Thomas (Aaron)</u>	~~1400 E Renner~~ <u>106 W Campbell Rd</u>	Richardson	~~75082-21007~~ <u>5080-3510</u>	~~972/665-7064~~ <u>972-479-8930</u>
TX	OPR	~~Cliff~~ Parker, <u>Larry Clifford (Cliff)</u>	~~192455644 W Belfort St~~ <u>Grand Pkwy S</u>	Richmond	~~7740777406-5880~~	~~281/980-0007~~ <u>281-238-7777</u>
TX	OPR	~~Cliff~~ Parker, <u>Larry Clifford (Cliff)</u>	~~564419245 W Grand Pkwy S~~ <u>Belfort St</u>	Richmond	~~77406-58807~~ <u>7407</u>	~~281/238-7777~~ <u>281-980-0007</u>
TX	<u>TMPOP</u> <u>R</u>	~~David~~ Alcocer, <u>David Enrique (David)</u>	4505 E US Hwy 83	Rio Grande City	78582	~~956/848-8002~~ <u>956-848-8002</u>
TX	OPR	~~Sandy~~ Lamb, <u>Sandra Denise (Sandy)</u>	1300 N Highway 377	Roanoke	76262-9115	~~817/491-2955~~ <u>817-491-2955</u>
TX	OPR	~~Tim~~ Moseley, <u>Timothy Paul (Tim)</u>	1979 N Goliad	Rockwall	75087	~~972/722-7010~~ <u>972-722-7010</u>
TX	OPR	~~Tim~~ Moseley, <u>Timothy Paul (Tim)</u>	2835 Ridge Rd	Rockwall	75032-5528	~~972/772-4443~~ <u>972-772-4443</u>
TX	OPR	~~Quart~~ Graves, <u>Quartus Paul III (Quart)</u>	24734 Southwest Fwy	Rosenberg	77471-5972	~~832/595-6800~~ <u>832-595-6800</u>
TX	OPR	~~Jared~~ Johnson, <u>Jared Allen (Jared)</u>	2350 E Palm Valley Blvd	Round Rock	78665-2345	~~512/660-1018~~ <u>512-660-1018</u>
TX	OPR	~~Jared~~ Johnson, <u>Jared Allen (Jared)</u>	305 University Blvd	Round Rock	78665-1045	~~512/244-4922~~ <u>512-244-4922</u>
TX	OPR	~~Kathleen~~ Johnson, <u>Kathleen Elizabeth (Kathleen)</u>	110 Louis Henna Blvd	Round Rock	78664-7300	~~512/218-4884~~ <u>512-218-4884</u>
<u>TX</u>	<u>OPR</u>	<u>Encinia, Rebecca Barrera (Becky)</u>	<u>8500 Lakeview Pkwy</u>	<u>Rowlett</u>	<u>75088-9304</u>	<u>972-373-1288</u>
TX	OPR	~~Becky~~ Encinia, <u>Rebecca Barrera (Becky)</u>	2617 Lakeview Pkwy	Rowlett	75088-3352	~~972/412-1804~~ <u>972-412-1804</u>
TX	OPR	~~Jordan~~ Hancock, <u>Jordan Allen (Jordan)</u>	4001 Sunset Dr	San Angelo	76904-5657	~~325/944-8357~~ <u>325-944-8357</u>
TX	OPR	~~Rob~~ Watkins, <u>Robert Wade (Rob)</u>	1609 Knickerbocker Rd	San Angelo	76904-5519	~~325/227-4055~~ <u>325-227-4055</u>
TX	OPR	~~Rob~~ Watkins, <u>Robert Wade (Rob)</u>	3720 S FM 2288	San Angelo	76901-5244	~~325/944-9367~~ <u>325-944-9367</u>
TX	<u>OPR</u>	~~OPR~~ Adriana Ramirez, <u>Daniel Ray (Dan)</u>	~~Babcock Rd~~ <u>27 NE Loop 410</u>	San Antonio	~~78240-21357~~ <u>8216-5896</u>	~~210/694-4553~~ <u>210-524-9084</u>
TX	<u>TMPOP</u> <u>R</u>	~~Ana~~ Julia Resendez, <u>Floyd Leslie (Floyd)</u>	~~6909 N Loop 1604 E Ste 2072~~ <u>2660 Sw Military Dr</u>	San Antonio	~~78247-53087~~ <u>8224-1028</u>	~~210/651-6637~~ <u>210-921-3190</u>
TX	<u>OPR</u>	~~OPR~~ Anthony Walker, <u>Michael Leslie (Michael)</u>	~~1350 Austin Hwy~~ <u>2310 SW Military Dr Ste 108</u>	San Antonio	~~78209-43307~~ <u>8224-1409</u>	~~210/824-6400~~ <u>210-927-1680</u>
TX	OPR	~~Ben Stover~~ Cunningham, <u>Joshua Ryan (Joshua)</u>	~~20831 U S 281~~ <u>24503 W Interstate 10</u>	San Antonio	~~7825878257-1537~~	~~210/402-7307~~ <u>210-698-7066</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	~~Chad Helwig~~ <u>Fiala, Jordan Andrew (Jordan)</u>	~~5189 De Zavala~~ <u>14521 Potranco Rd</u>	San Antonio	~~78249-6100~~ <u>8245-7186</u>	~~210-939-6100~~ <u>210-939-6455</u>
TX	~~TMP~~ <u>OPR</u>	~~Chantay Bellinger~~ <u>Garrison, Brian Scott (Brian)</u>	18310 Blanco Rd	San Antonio	78258-4005	~~210/495-6488~~ <u>210-495-6488</u>
<u>TX</u>	<u>OPR</u>	<u>Garza, Juan de Dios (Juan)</u>	<u>18120 San Pedro Ave</u>	<u>San Antonio</u>	<u>78232-1421</u>	<u>210-495-7453</u>
<u>TX</u>	<u>OPR</u>	<u>Garza, Juan de Dios (Juan)</u>	<u>1555 North FM 1604 East</u>	<u>San Antonio</u>	<u>78232</u>	<u>210-495-7453</u>
TX	OPR	~~Cindy~~ <u>Gonzalez, Cynthia Rodriguez (Cindy)</u>	18203 W Interstate 10	San Antonio	78257-9538	~~210/698-8200~~ <u>210-698-8200</u>
TX	OPR	~~Dan Akin~~ <u>Gonzalez, Richard (Richard)</u>	~~27 NE Loop 410~~ <u>11558 Bandera Rd</u>	San Antonio	~~78246-5896~~ <u>8250-6807</u>	~~210/524-9084~~ <u>210-523-1872</u>
<u>TX</u>	<u>OPR</u>	<u>Helwig, Chad Walker (Chad)</u>	<u>5189 De Zavala Rd</u>	<u>San Antonio</u>	<u>78249-2026</u>	<u>210-699-6100</u>
TX	OPR	~~Diana~~ <u>Losoya, Diana Lynn (Diana)</u>	15900 La Cantera Pkwy Ste 12000	San Antonio	78256-2449	~~210/696-0700~~ <u>210-696-0700</u>
TX	OPR	~~Don Spice~~ <u>Mills, Michael Ryan (Mike)</u>	~~3214 SE Military Dr~~ <u>7010 Fm 78</u>	San Antonio	~~78223-3890~~ <u>8244-1758</u>	~~210/337-9333~~ <u>210-310-2244</u>
TX	OPR	~~Don Spice~~ <u>Patterson, Gregory Fritz (Greg)</u>	~~4110 S New Braunfels Ave~~ <u>10203 W Military Dr</u>	San Antonio	~~78223-1748~~ <u>8251</u>	~~210/531-2949~~ <u>210-810-4092</u>
TX	OPR	~~Floyd Carpenter~~ <u>Patterson, Gregory Fritz (Greg)</u>	~~2660 SW Military Dr~~ <u>5615 W Loop 1604 N</u>	San Antonio	~~78224-1028~~ <u>8253-7306</u>	~~210/921-3190~~ <u>210-647-3090</u>
TX	OPR	~~Greg~~ <u>Patterson, Gregory Fritz (Greg)</u>	10634 Potranco Rd	San Antonio	78251-3345	~~210/520-5575~~ <u>210-520-5575</u>
TX	OPR	~~Greg Patterson~~ <u>Perez, Miguel Angel (Mike)</u>	~~5645 W Loop 1604 N~~ <u>7400 San Pedro Ave Ste 10</u>	San Antonio	~~78253-7306~~ <u>8216-8329</u>	~~210/647-3090~~ <u>210-342-1196</u>
TX	OPR	~~Joshua Cunningham~~ <u>Pfluke, Richard Wynn (Rick)</u>	~~24503 W Interstate 10~~ <u>6565 Ingram Rd</u>	San Antonio	~~78257-1537~~ <u>8238-3945</u>	~~210/698-7066~~ <u>210-767-9193</u>
<u>TX</u>	<u>OPR</u>	<u>Pfluke, Richard Wynn (Rick)</u>	<u>6301 Nw Loop 410 Ste Vc9</u>	<u>San Antonio</u>	<u>78238-3801</u>	<u>210-684-6521</u>
TX	OPR	~~Juan Garza~~ <u>Ramirez-Bustamante, Adriana P. (Adriana)</u>	~~4555 North FM 1604 East~~ <u>5552 NW Loop 410</u>	San Antonio	~~7823278238-~~ <u>1823</u>	~~210/495-7453~~ <u>210-888-0419</u>
TX	OPR	~~Mark Wasserman~~ <u>Ramirez-Bustamante, Adriana P. (Adriana)</u>	~~4745 Medical Dr~~ <u>5803 Babcock Rd</u>	San Antonio	~~78229-4449~~ <u>8240-2135</u>	~~210/615-5293~~ <u>210-694-4553</u>
<u>TX</u>	<u>OPR</u>	<u>Resendez, Ana Julia (Anajulia)</u>	<u>6909 N Loop 1604 E Ste 2072</u>	<u>San Antonio</u>	<u>78247-5308</u>	<u>210-651-6637</u>
TX	OPR	~~Michael Carpenter~~ <u>Roberts, Ryan Thomas (Ryan)</u>	~~2340 SW 10503 NW Military Dr~~ <u>Ste 108 Hwy</u>	San Antonio	~~78224-1409~~ <u>8231-1999</u>	~~210/927-1680~~ <u>210-479-5000</u>
TX	OPR	~~Mike Mills~~ <u>Spice, Donald Henry (Don)</u>	~~7040 FM 78~~ <u>3214 SE Military Dr</u>	San Antonio	~~78244-1758~~ <u>8223-3890</u>	~~210/310-2244~~ <u>210-337-9333</u>
TX	OPR	~~Mike Perez~~ <u>Spice, Donald Henry (Don)</u>	~~7400 San Pedro~~ <u>4110 S New Braunfels Ave Ste 40</u>	San Antonio	~~78246-8329~~ <u>8223-1718</u>	~~210/342-1196~~ <u>210-531-2919</u>
TX	OPR	~~Richard Gonzalez~~ <u>Stover, Benjamin Joseph (Ben)</u>	~~11558 Bandera Rd~~ <u>20831 U S 281</u>	San Antonio	~~78250-6807~~ <u>8258</u>	~~210/523-1872~~ <u>210-402-7307</u>
TX	OPR	~~Rick Pfluke~~ <u>Walker, Anthony Quinn (Anthony)</u>	~~6304 NW Loop 410 Ste VC9~~ <u>1350 Austin Hwy</u>	San Antonio	~~78238-3804~~ <u>8209-4330</u>	~~210/684-6524~~ <u>210-824-6400</u>
TX	OPR	~~Rick Pfluke~~ <u>Wasserman, Mark Robert (Mark)</u>	~~6565 Ingram Rd~~ <u>4715 Medical Dr</u>	San Antonio	~~78238-3945~~ <u>8229-4449</u>	~~210/767-9193~~ <u>210-615-5293</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	~~Ryan Roberts~~ <u>Williams, James Dominic (Jamie)</u>	~~10503 NW Military Hwy~~ <u>106 E Houston St</u>	San Antonio	~~78231-1999~~ <u>8205-2223</u>	~~210/479-5000~~ <u>210-319-4009</u>
<u>TX</u>	<u>OPR</u>	<u>Williamson, Robert Allen (Bob)</u>	<u>2203 SE Loop 410</u>	<u>San Antonio</u>	<u>78220-4945</u>	<u>210-460-4690</u>
TX	OPR	~~Shelly~~ <u>Young, Shelly S. (Shelly)</u>	8221 Marbach Rd	San Antonio	78227-1652	~~210/673-2777~~ <u>210-673-2777</u>
TX	OPR	~~Jon Sprencel~~ <u>Jon Robert (Jon)</u>	1433 N Interstate 35	San Marcos	78666-7219	~~542/392-0184~~ <u>512-392-0181</u>
TX	OPR	~~Jon Sprencel~~ <u>Jon Robert (Jon)</u>	2213 S Interstate 35	San Marcos	78666-5918	~~542/392-5774~~ <u>512-392-5771</u>
TX	OPR	~~Tyler Haile~~ <u>Tyler Reese (Tyler)</u>	6038 FM 3009	Schertz	78154-3236	~~210/540-3547~~ <u>210-540-3517</u>
TX	OPR	~~Janell Edwards~~ <u>Janell B. (Janell)</u>	8371 Agora Pkwy	Selma	78154-1316	~~210/945-2000~~ <u>210-945-2000</u>
TX	OPR	~~Rob Medders~~ <u>James Robert (Rob)</u>	3500 N US Highway 75	Sherman	75090-2563	~~903/870-2000~~ <u>903-870-2000</u>
TX	OPR	~~St. Romain~~ <u>Theron Joseph (T.J. St. Romain)</u>	2301 E Southlake Blvd	Southlake	76092-6603	~~817/481-7152~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~817-421-7152~~
TX	OPR	~~Bret~~ Farris, <u>James Bret (Bret)</u>	3195 Riley Fuzzel Rd	Spring	77386-2810	~~281/864-1001~~ <u>281-864-1001</u>
<u>TX</u>	<u>OPR</u>	<u>Ludwig, Michael Martin (Mike)</u>	<u>8510 Spring Cypress Rd</u>	<u>Spring</u>	<u>77379-3131</u>	<u>281-251-0996</u>
TX	OPR	~~Mike~~ Ludwig, <u>Michael Martin (Mike)</u>	5905 FM 2920 Rd	Spring	77388-3016	~~281/353-4600~~ <u>281-353-4600</u>
TX	OPR	<u>Magdaleno, Miguel (Mike)</u> ~~Ludwig~~	~~8510~~ <u>2102</u> Spring ~~Cypress~~ <u>Stuebner</u> Rd	Spring	~~77379-3131~~ <u>7389-4813</u>	~~281/251-0996~~ <u>281-353-7500</u>
TX	OPR	~~Mike~~ Magdaleno, <u>Miguel (Mike)</u>	20608 Interstate 45	Spring	77373-2925	~~281/353-4336~~ <u>281-353-4336</u>
TX	OPR	~~Mike~~ Magdaleno <u>Alvarado, Jean Paul (Jean-Paul)</u>	~~2102 Spring Stuebner Rd~~ <u>12161 Southwest Fwy</u>	~~Spring~~ <u>Stafford</u>	~~77389-4813~~ <u>7477-2303</u>	~~281/353-7500~~ <u>281-564-0062</u>
TX	OPR	~~Jean-Paul~~ <u>Alvarado</u> <u>Bennett, Lance Douglas (Lance)</u>	~~12161 Southwest Fwy~~ <u>2798 W Washington St</u>	~~Stafford~~ <u>Stephen ville</u>	~~77477-2303~~ <u>6401-3702</u>	~~281/564-0062~~ <u>254-431-3336</u>
TX	OPR	~~Brent~~ <u>Kubala</u> <u>Graves, Quartus Paul III (Quart)</u>	~~46535~~ <u>20010</u> Southwest Fwy	Sugar Land	~~77479-2324~~ <u>7479-6310</u>	~~281/494-2500~~ <u>281-342-7800</u>
TX	OPR	~~Brent~~ Kubala, <u>Brent Ted (Brent)</u>	2323 Highway 6	Sugar Land	77478-4109	~~281/494-3800~~ <u>281-494-3800</u>
TX	OPR	~~Quart~~ <u>Graves</u> <u>Kubala, Brent Ted (Brent)</u>	~~20010~~ <u>16535</u> Southwest Fwy	Sugar Land	~~77479-6310~~ <u>7479-2321</u>	~~281/342-7800~~ <u>281-494-2500</u>
TX	OPR	~~Bryson~~ Bullington, <u>Bryson Key (Bryson)</u>	130 Shannon Rd E	Sulphur Springs	75482-4823	~~903/438-1354~~ <u>903-438-1354</u>
TX	OPR	~~Roger~~ Clark, <u>Roger Lee (Roger)</u>	176 South Collins Road	Sunnyvale	75182	~~972/863-9888~~ <u>972-863-9888</u>
TX	OPR	~~Steve~~ Joy, <u>Harold Stephen (Steve)</u>	~~444 N~~ <u>3303 S</u> 31st St	Temple	~~76504-2422~~ <u>6502-1927</u>	~~254/771-2020~~ <u>254-778-1889</u>
TX	OPR	~~Steve~~ Joy, <u>Harold Stephen (Steve)</u>	~~3303 S~~ <u>114 N</u> 31st St	Temple	~~76502-1927~~ <u>6504-2422</u>	~~254/778-1889~~ <u>254-771-2020</u>
TX	OPR	~~Lee~~ Johnson, <u>Steven Lee Jr. (Lee)</u>	1300 FM 148	Terrell	75160-9359	~~469/250-6600~~ <u>469-250-6600</u>
TX	OPR	~~Jonathan~~ Cress, <u>Jonathan David (Jonathan)</u>	2400 Richmond Rd	Texarkana	75503-2466	~~903/832-3180~~ <u>903-832-3180</u>
TX	OPR	~~Justin~~ Flowers, <u>Justin Joseph (Justin)</u>	2601 Richmond Rd	Texarkana	75503-2326	~~903/223-0560~~ <u>903-223-0560</u>
TX	OPR	~~Kolby~~ Brailsford, <u>Renwick Kolby (Kolby)</u>	3440 Palmer Hwy	Texas City	77590-6512	~~409/943-4244~~ <u>409-943-4244</u>
TX	OPR	~~Warren~~ Leonhardi, <u>Warren Michael (Warren)</u>	3705 Main St	The Colony	75056-2808	~~972/370-2760~~ <u>972-370-2760</u>
<u>TX</u>	<u>OPR</u>	<u>Ed Murray</u>	<u>1201 Lake Woodlands Dr Ste 2146</u>	<u>The Woodlands</u>	<u>77380-5003</u>	<u>281/364-0588</u>
TX	OPR	~~Ed~~ Murray, <u>Edward I. (Ed)</u>	1660 Lake Woodlands Dr	The Woodlands	77380-3261	~~281/364-0475~~ <u>281-364-0475</u>
TX	OPR	~~Ed~~ Murray, <u>Edward I. (Ed)</u>	720 Sawdust Rd	The Woodlands	77380-2146	~~281/363-1400~~ <u>281-363-1400</u>
<u>TX</u>	<u>OPR</u>	<u>Murray, Edward I. (Ed)</u>	<u>1201 Lake Woodlands Dr Ste 2146</u>	<u>The Woodlands</u>	<u>77380-5003</u>	<u>281-364-0588</u>
TX	OPR	~~Kendrick~~ Skipper, <u>Kendrick Ryan (Kendrick)</u>	8020 Research Forest Dr	The Woodlands	77382-1501	~~281/367-0954~~ <u>281-367-0954</u>
<u>TX</u>	<u>OPR</u>	<u>Horsley, Scott Matthew (Matthew)</u>	<u>14314 FM 2920 Rd</u>	<u>Tomball</u>	<u>77377-5504</u>	<u>281-516-7373</u>
TX	<u>OPR</u>	~~OPR~~ <u>Adam Powell, Adam Ryan (Adam)</u>	25630 Kuykendahl Rd	Tomball	77375-2634	~~281/516-9500~~ <u>281-516-9500</u>
TX	OPR	~~Matthew~~ <u>Horsley</u> <u>Sienko, Eric Bryan (Eric)</u>	~~14314 FM 2920~~ <u>20010 Cypress Rosehill Rd</u>	Tomball	~~77377-5504~~ <u>7377</u>	~~281/516-7373~~ <u>832-900-2183</u>
TX	OPR	~~Ikey~~ Eason, <u>Lance Brinson (Ikey)</u>	3830 Troup Hwy	Tyler	75703-1726	~~903/561-2324~~ <u>903-561-2324</u>
<u>TX</u>	<u>OPR</u>	<u>Johnson, Joshua Lloyd (Joshua)</u>	<u>13816 Highway 69 N</u>	<u>Tyler</u>	<u>75706</u>	<u>903-266-0606</u>
TX	OPR	~~Jeff~~ Johnston, <u>Jeffrey Wayne (Jeff)</u>	5716 S Broadway Ave	Tyler	75703-4349	~~903/534-4692~~ <u>903-534-4692</u>
TX	OPR	~~Joseph~~ Williams, <u>Joseph Kelly (Joseph)</u>	4601 S Broadway Ave	Tyler	75703-1307	~~903/561-4273~~ <u>903-561-4273</u>
TX	OPR	~~Joshua~~ <u>Johnson</u> <u>Murphy, James David (David)</u>	~~13816 Highway 69 N~~ <u>714 E Rio Grande St</u>	~~Tyler~~ <u>Victoria</u>	~~75706~~ <u>77901-6037</u>	~~903/266-0606~~ <u>361-575-5071</u>
TX	OPR	~~David~~ Murphy, <u>James David (David)</u>	6104 N Navarro St	Victoria	77904-1767	~~361/576-5072~~ <u>361-576-5072</u>
TX	OPR	~~David~~ Murphy, <u>James David (David)</u>	7800 Hallettsville Highway #155	Victoria	77901	~~361/576-5070~~ <u>361-576-5070</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

TX	OPR	~~David Sykora~~ <u>Royce, Jason Heath (Jake)</u>	~~901 S 7th St~~ <u>6001 W Waco Dr Ste 102</u>	Waco	~~76710-6301~~ <u>76710-6301</u>	~~254-218-3455~~ <u>254-776-6739</u>
TX	OPR	~~Jake~~ <u>Royce, Jason Heath (Jake)</u>	4310 Franklin Ave	Waco	76710-6906	~~254-776-5668~~ <u>254-776-5668</u>
TX	OPR	~~Jake-Royce~~ <u>Sykora, David Landon (David)</u>	~~6001 W Waco Dr Ste 102~~ <u>901 S 7th St</u>	Waco	~~76710-6301~~ <u>76710-6301</u>	~~254-218-3455~~ <u>254-776-6739</u>
TX	OPR	~~Fulvio~~ <u>Andreani, Fulvio Serafino (Fulvio)</u>	8016 Denton Hwy	Watauga	76148-2464	~~817-498-6886~~ <u>817-498-6886</u>
TX	OPR	~~Browne, Philip Drake (Philip)~~	~~3348 S. Interstate Highway 35 E~~	~~Waxahachie~~	~~75165~~	
TX	OPR	~~Philip~~ <u>Browne, Philip Drake (Philip)</u>	996 W Highway 287 Byp	Waxahachie	75165-5166	~~972-937-1504~~ <u>972-937-1504</u>
TX	OPR	~~Philip~~ <u>Smith, Philip Marcus (Philip)</u>	~~2525~~ <u>2606 S. Main St.</u>	Weatherford	~~76087-5119~~ <u>76087-5119</u>	~~882-804-8200~~
TX	OPR	~~Charles~~ <u>Gibson, Charles Allen (Charles)</u>	18323 Gulf Fwy	Webster	77598-3868	~~281-488-1112~~ <u>281-488-1112</u>
TX	OPR	~~Toni~~ <u>Marbar-Ruiz, Maria Antonieta (Toni)</u>	1200 N Westgate Dr	Weslaco	78596-4656	~~956-968-8899~~ <u>956-968-8899</u>
TX	OPR	~~Ryan~~ <u>Taylor, William Ryan (Ryan)</u>	~~701 S Capital of Texas Hwy Ste L400~~	West Lake Hills	78746-4805	~~512-329-9171~~ <u>512-329-9171</u>
TX	OPR	~~Johannes~~ <u>Hillerbrand, Johannes Kristopher (Johannes)</u>	6650 Westworth Blvd	~~Westworth Village~~ <u>Westworth Village</u>	~~76114-4011~~ <u>76114-4011</u>	~~817-735-8225~~ <u>817-735-8225</u>
TX	OPR	~~Ken~~ <u>Miller, Kenneth David II (Ken)</u>	9105 Clifford Street	White Settlement	76108	~~817-246-2420~~ <u>817-246-2420</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

TX	OPR	~~Leach, Mary Beth~~ <u>Leach (Mary Beth)</u>	~~3704 Call Field Rd~~ <u>4101 Southwest Pkwy</u>	Wichita Falls	~~76308-2724~~ <u>76308-4301</u>	~~940-691-5000~~ <u>940-689-8000</u>
TX	OPR	~~Leach, Mary Beth~~ <u>Leach (Mary Beth)</u>	~~4101 Southwest Pkwy~~ <u>3704 Call Field Rd</u>	Wichita Falls	~~76308-4301~~ <u>76308-2724</u>	~~940-689-8000~~ <u>940-691-5000</u>
TX	OPR	~~Eddie~~ <u>Kober, Edward Manuel (Eddie)</u>	12310 Old Montgomery Rd	Willis	77318-5649	~~936-228-7503~~ <u>936-228-7503</u>
TX	OPR	~~Matt~~ <u>Webber, Matthew Dane (Matt)</u>	400 S Highway 78	Wylie	75098-3945	~~972-442-8035~~ <u>972-442-8035</u>
UT	OPR	~~Dusty~~ <u>Pyne, Dustin Adams (Dusty)</u>	183 N West State Rd	American Fork	84003-1693	~~801-763-2697~~ <u>801-763-2697</u>
UT	OPR	~~Kelli~~ <u>Smith, Kelli Kristina (Kelli)</u>	540 N 800 W	Centerville	84014-2006	~~801-292-0420~~ <u>801-292-0420</u>
UT	OPR	~~Troy~~ <u>Apolonio, Troy F. (Troy)</u>	357 E 12300 S	Draper	84020-9504	~~801-495-2004~~ <u>801-495-2004</u>
UT	OPR	~~Seth~~ <u>Poor, Seth Michael (Seth)</u>	440 N Station Pkwy	Farmington	84025-2977	~~801-451-7021~~ <u>801-451-7021</u>
UT	OPR	~~Rasmussen, Tyler R. (Tyler)~~	~~651 W Antelope Dr~~	~~Layton~~	~~84041-1628~~	~~801-776-8646~~
UT	TMP	~~Scott Pendell~~ <u>McCoy, James</u>	1201 N Hill Field Rd	Layton	84041-5137	~~801-546-4812~~ <u>801-546-4812</u>
UT	OPR	~~Tyler Rasmussen~~	~~651 W Antelope Dr~~	~~Layton~~	~~84041-1628~~	~~801-776-8646~~
UT	OPR	~~Dusty~~ <u>Pyne, Dustin Adams (Dusty)</u>	3470 N Digital Dr	Lehi	84043-6690	~~801-341-0269~~ <u>801-341-0269</u>
UT	OPR	~~Cory~~ <u>Goettsche, Cory Julius (Cory)</u>	1323 N Main St	Logan	84341-2221	~~435-755-8300~~ <u>435-755-8300</u>
UT	OPR	~~Gene~~ <u>Parsons, Kenneth Eugene (Gene)</u>	1088 E Fort Union Blvd	Midvale	84047-1802	~~801-562-5900~~ <u>801-562-5900</u>
UT	OPR	~~Andrew~~ <u>Allman, Andrew West (Andrew)</u>	~~5175~~ <u>6191 S State St Ste 348</u>	Murray	~~84107-4826~~ <u>84107-7266</u>	~~801-262-0681~~ <u>801-281-0673</u>
UT	OPR	~~Andrew~~ <u>Allman, Andrew West (Andrew)</u>	~~6191~~ <u>5175 S State St Ste 348</u>	Murray	~~84107-7266~~ <u>84107-4826</u>	~~801-281-0673~~ <u>801-262-0681</u>
UT	OPR	~~Bart~~ <u>Norman, Barton Jay (Bart)</u>	1120 Washington Blvd	Ogden	84404-4951	~~801-394-1992~~ <u>801-394-1992</u>
UT	OPR	~~Jason~~ <u>MacDonald, Jason Alan (Jason)</u>	121 N State St	Orem	84057-5509	~~801-221-9994~~ <u>801-221-9994</u>
UT	TMP	~~Jeffrey~~ <u>Dagerath Matthews, Kory</u>	575 E University Pkwy Ste M208	Orem	84097-7477	~~801-224-0958~~ <u>801-224-0958</u>
UT	OPR	~~Terry~~ <u>Crook, Terrill Lee (Terry)</u>	484 W Cougar Blvd	Provo	84604-3320	~~801-374-2697~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

UT	OPR	~~Ryan~~ -Dennis, <u>Ryan Edward (Ryan)</u>	4067 Riverdale Rd	Riverdale	84405-1517	~~801/394-0661~~ <u>801-394-0661</u>
UT	~~TMP~~ OPR R	~~Paige Vanderbilt~~ <u>Freeman, Nathan Wells (Nathan)</u>	4627 W Partridge Hill Ln	Riverton	84096-1857	~~801/509-7680~~ <u>801-509-7680</u>
UT	OPR	~~Deven~~ -Macdonald, <u>Deven M. (Deven)</u>	1333 S. Auto Mall Drive, Bldg 200	Saint George	84770	~~435/922-0777~~ <u>435-922-0777</u>
UT	OPR	~~Deven~~ -Macdonald, <u>Deven M. (Deven)</u>	15 S River Rd Ste 500	Saint George	84790-2167	~~435/656-4655~~ <u>435-656-4655</u>
UT	OPR	<u>Champeau, Eric Brady (Eric)</u>	<u>1206 E 2100 S</u>	<u>Salt Lake City</u>	<u>84106-2825</u>	<u>801-486-0609</u>
UT	~~TMP~~ OPR R	~~Crystal Durden~~ <u>Groom, Harrison Lewis (Harrison)</u>	28 S State St # FC-101	Salt Lake City	84111-1551	~~801/363-2697~~ <u>385-259-7121</u>
UT	OPR	<u>Eric Champeau</u>	<u>1206 E 2100 S</u>	<u>Salt Lake City</u>	<u>84106-2825</u>	<u>801/486-0609</u>
UT	OPR	<u>Nick</u> -Reynolds, <u>Nicholas W. (Nick)</u>	301 W South Temple	Salt Lake City	84101-1216	
UT	OPR	<u>Troy</u> -Apolonio, <u>Troy F. (Troy)</u>	10090 S State St	Sandy	84070-4120	~~801/563-9716~~ <u>801-563-9716</u>
UT	OPR	<u>Clayton, Benjamin Brigham (Ben)</u>	<u>931 N Redwood Rd</u>	<u>Saratoga Springs</u>	<u>84045-5154</u>	<u>801-508-2258</u>
UT	OPR	<u>Nick</u> -Reynolds, <u>Nicholas W. (Nick)</u>	11494 S District Dr	South Jordan	84095-5646	~~801/727-2697~~ <u>801-727-2697</u>
UT	OPR	<u>Scott</u> -Rasband, <u>Scott Wayne (Scott)</u>	825 E Highway 6	Spanish Fork	84660-1341	~~801/798-8129~~ <u>801-798-8129</u>
UT	OPR	<u>Matt</u> -Griffith, <u>Matthew (Matt)</u>	5580 S Redwood Rd	Taylorsville	84123-5321	~~801/969-6006~~ <u>801-969-6006</u>
UT	OPR	<u>Rob</u> -Dinsdale, <u>Robert Stephen (Rob)</u>	7676 S Campus View Dr	West Jordan	84084-5630	~~385/377-7882~~ <u>385-377-7882</u>
UT	OPR	<u>Paul</u> -Howard, <u>Paul L. (Paul)</u>	3246 S 5600 W	West Valley City	84120-1316	~~801/968-8267~~ <u>801-968-8267</u>
VA	OPR	<u>Andrea</u>	<u>5808 Kingstowne Ctr</u>	<u>Alexandria</u>	<u>22315-5704</u>	<u>571/347-7904</u>
VA	OPR	<u>Eric</u> -Brommer, <u>Eric Gordon (Eric)</u>	7130 Little River Tpke	Annandale	22003-3101	~~703/750-5471~~ <u>703-750-5471</u>
VA	OPR	<u>Brock-Lelyo, Erica</u> ~~Brock-Lelyo~~ <u>Rae (Erica)</u>	671 N Glebe Rd Ste 1270	Arlington	22203-2120	~~703/528-1379~~ <u>571-992-0025</u>
VA	OPR	<u>George</u> -Demetriades, <u>George Gus Jr. (George)</u>	~~2200 Crystal Dr Ste G~~ <u>710 12th St S</u>	Arlington	~~22202-3730~~ <u>2202-4289</u>	~~703/415-7815~~ <u>703-416-6713</u>
VA	OPR	<u>George</u> -Demetriades, <u>George Gus Jr. (George)</u>	~~710 12th St S~~ <u>2200 Crystal Dr Ste G</u>	Arlington	~~22202-4289~~ <u>2202-3730</u>	~~703/416-6713~~ <u>703-415-7815</u>
VA	OPR	<u>Bill</u> -Digges, <u>Edward William III (Bill)</u>	44835 Lakeview Overlook Plz	Ashburn	20147-5907	~~703/723-6172~~ <u>703-723-6172</u>
VA	OPR	<u>Brian</u> -Summers, <u>Brian DeLacy (Brian)</u>	43520 Yukon Dr	Ashburn	20147-6992	~~571/918-4286~~ <u>571-918-4286</u>
VA	OPR	<u>Howe</u> -Rice, <u>Charles Howe (Howe)</u>	815 England St	Ashland	23005-2232	~~804/798-9008~~ <u>804-798-9008</u>
VA	OPR	<u>Dave</u> -Pollard, <u>David Andrew (Dave)</u>	3483 Lee Hwy	Bristol	24202-5542	~~276/466-5811~~ <u>276-466-5811</u>
VA	OPR	<u>Nick</u> -Fulgencio, <u>Nicanor Alano Jr. (Nick)</u>	5815 Burke Centre Pkwy	Burke	22015-2237	~~703/250-7000~~ <u>703-250-7000</u>
VA	OPR	<u>Mike</u> -Athanasakis, <u>Michael Christopher (Mike)</u>	3454 Historic Sully Way	Chantilly	20151-3046	~~703/595-2930~~ <u>703-595-2930</u>
VA	OPR	<u>Peter</u> -Kim, <u>Peter Sung-Hyuk (Peter)</u>	~~13962 Lee Jackson Memorial Hwy~~ <u>4201 Chantilly Shopping Center</u>	Chantilly	~~20151-3202~~ <u>0151</u>	~~703/378-2253~~ <u>703-631-2253</u>
VA	OPR	<u>Peter</u> -Kim, <u>Peter Sung-Hyuk (Peter)</u>	~~4201 Chantilly Shopping Center~~ <u>13962 Lee Jackson Memorial Hwy</u>	Chantilly	~~20151~~ <u>20151-3202</u>	~~703/631-2253~~ <u>703-378-2253</u>
VA	OPR	<u>Bryan</u> -Ritter <u>Owen, Walter O. (Walter)</u>	~~4000 Emmet St N~~ <u>350 Woodbrook Dr</u>	Charlottesville	~~22903-4816~~ <u>2901-1164</u>	~~434/328-8068~~ <u>434-872-0187</u>
VA	OPR	<u>Bryan</u> -Ritter, <u>Bryan Michael (Bryan)</u>	1626 Richmond Rd	Charlottesville	22911-3507	~~434/245-5254~~ <u>434-245-5254</u>
VA	OPR	<u>Walter</u> - <u>Owen</u> Ritter, <u>Bryan Michael (Bryan)</u>	~~350 Woodbrook Dr~~ <u>1000 Emmet St N</u>	Charlottesville	~~22901-1164~~ <u>2903-4816</u>	~~434/872-0187~~
VA	OPR	<u>Bill</u> - <u>Davis</u> <u>Berry, Wesley Scott (Scott)</u>	~~1428 Greenbrier~~ <u>600 Grassfield</u> Pkwy	Chesapeake	~~23320-2831~~ <u>3323</u>	~~757/607-2180~~
VA	OPR	<u>Derrick</u> -Ward	<u>205 Carmichael Way</u>	<u>Chesapeake</u>	<u>23322-2182</u>	<u>757/421-3586</u>
VA	OPR	<u>Mark</u> -Cichorz, <u>John Mark (Mark)</u>	1516 Sams Cir	Chesapeake	23320-4693	~~757/547-4503~~ <u>757-547-4503</u>
VA	OPR	<u>Scott</u> - <u>Berry</u> <u>Davis, William Holladay (Bill)</u>	~~600 Grassfield~~ <u>1428 Greenbrier</u> Pkwy	Chesapeake	~~23322-7449~~ <u>2</u>	~~757/436-1100~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

VA	OPR	~~Sean~~ -Hess, Sean Roy (Sean)	4204 Portsmouth Blvd	Chesapeake	23321-2129	~~757/465-8138~~ 757-465-8138
VA	OPR	Ward, William George Derrick (Derrick)	205 Carmichael Way	Chesapeake	23322-2182	757-421-3586
VA	TMP	Burnette, Lauren Alexandra	1516 Sams Cir	Chesapeake	23320-4693	757-547-4503

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

VA	OPR	~~Jason~~ -Branch, Jason Derrick (Jason)	2900 W Hundred Rd	Chester	23831-2126	~~804/706-6238~~ 804-706-6238
VA	OPR	~~Todd~~ -Mercer, Robert Todd (Todd)	14101 Hull Street Rd	Chesterfield	23832-2780	~~804/639-0146~~ 804-639-0146
VA	OPR	~~Eric~~ -Kuchan, Eric Robert (Eric)	~~2200~~ 2580 N Franklin St	Christiansburg	~~24073-1112~~ 4073-1000	~~540/394-4488~~ 540-394-4488
VA	OPR	Anderson, Stacie Safritt (Stacie)	661 Southpark Blvd	Colonial Heights	23834-3617	804-524-4944
VA	OPR	~~Jason~~ -Riddle, Jason Edward (Jason)	384 Southpark Cir Spc B-10	Colonial Heights	~~23834-2965~~ 3834	~~804/520-4785~~ 804-520-4785
VA	OPR	~~Stacie~~ - ~~Anderson~~ Combs, Frederick Lee (Rick)	~~661 Southpark Blvd~~ 15275 Creativity Dr	~~Colonial Heights~~ Culpeper	~~23834-3617~~ 2701-2504	~~804/524-4944~~ 540-825-4447
VA	OPR	~~Rick~~ - ~~Combs~~ Brady, Thomas Colin (Colin)	~~15275 Creativity~~ 3535 Riverside Dr	~~Culpeper~~ Danville	~~22701-2504~~ 4541-4633	~~540/825-4447~~ 434-799-1980
VA	OPR	~~Colin~~ -Brady, Thomas Colin (Colin)	325 Piedmont Dr	Danville	24540-4028	~~434/791-3166~~ 434-791-3166
VA	OPR	~~Colin~~ -Brady Yang, Natalie Kia (Natalie)	~~3535 Riverside Dr~~ 3330 Pine Bluff Drive	~~Danville~~ Dumfries	~~24541-4633~~ 2026-6847	~~434/799-1980~~ 703-291-8965
VA	OPR	~~Natalie~~ -Yang, Natalie Kia (Natalie)	3880 Fettle Park Dr	Dumfries	22025-1995	~~703/221-8428~~ 703-221-8428
VA	OPR	~~John~~ -Natolly, John Francis III (John)	9509 Fairfax Blvd	Fairfax	22031-4740	~~703/934-2150~~ 703-934-2150
VA	OPR	~~Justin~~ -Smith, William Justin Bradley (Justin)	4516 Fair Knoll Dr	Fairfax	22033-3866	~~703/222-1096~~ 703-222-1096
VA	~~OPR~~ OPR	~~Clemans~~ , Andrew Jason (A.J.)	~~6108C~~ 6108c Arlington Blvd	Falls Church	22044-2901	~~703/533-0288~~ 703-533-0288
VA	~~TMP~~ OPR	~~Alex~~ -Wallace Abbott, Timothy Paul (Tim)	~~8020 Spotsylvania Mall~~ 1094 International Pkwy	Fredericksburg	~~22407-22406~~ 1155	~~540/786-6448~~ 540-752-0061
VA	OPR	~~Josh~~ -Gaita Fleming, Todd Ayers (Todd)	~~4220 Plank Rd~~ 1698 Carl D Silver Pkwy	Fredericksburg	~~22407-4806~~ 2401-4924	~~540/786-1131~~ 540-786-7979
VA	OPR	~~Paul~~ -Jany Gaita, Joshua Dallas (Josh)	~~10419 Patriot Hwy~~ 4220 Plank Rd	Fredericksburg	~~22408-2629~~ 2407-4806	~~540/267-8090~~ 540-786-1131
VA	OPR	~~Paul~~ -Jany, Paul Frank Jr. (Paul)	9900 Southpoint Pkwy	Fredericksburg	22407-2702	~~540/834-4199~~ 540-834-4199
VA	OPR	~~Tim~~ -Abbott Jany, Paul Frank Jr. (Paul)	~~1094 International Pkwy~~ 10419 Patriot Hwy	Fredericksburg	~~22406-1155~~ 2408-2608	~~540/752-0061~~ 540-786-7979
VA	OPR	~~Todd~~ - ~~Fleming~~ Sullivan, James Willard IV (James)	~~1698 Carl D Silver Pkwy~~ 8020 Spotsylvania Mall	Fredericksburg	~~22401-4924~~ 2407	~~540/786-6448~~ 540-786-6448
VA	OPR	~~Jason~~ -Ward, Jason Matthew (Jason)	5015 Wellington Rd	Gainesville	20155-4052	~~703/753-8944~~ 703-753-8944
VA	OPR	~~Howe~~ -Rice, Charles Howe (Howe)	10176 Brook Rd	Glen Allen	23059-6507	~~804/627-0497~~ 804-627-0497
VA	OPR	~~John~~ -Gordon, John French III (John)	6780 Waltons Ln	Gloucester	23061-6121	~~804/693-4585~~ 804-693-4585
VA	OPR	~~James~~ -Perry, James Oliver (James)	110 Market Place Dr	Hampton	23666-3118	~~757/825-2224~~ 757-825-2224
VA	OPR	~~James~~ -Perry, James Oliver (James)	5018 Mercury Blvd	Hampton	23605-1402	~~757/234-7941~~ 757-826-1277
VA	OPR	~~Red~~ -Witten, Norman F. Jr. (Red)	2140 Coliseum Dr	Hampton	23666-5960	~~757/826-1277~~ 757-826-1277
VA	OPR	~~OPR~~ Ashley Bellamy, Ashley Hall (Ashley)	1691 E Market St	Harrisonburg	22801-5117	~~540/574-2232~~ 540-574-2232
VA	OPR	~~Jason~~ -Ward, Jason Matthew (Jason)	15180 Washington St	Haymarket	20169-2949	~~571/222-7562~~ 571-222-7562
VA	OPR	Volk, Nolan Ross (Nolan)	16423 Commerce Drive	King George	22485	540-908-2011
VA	OPR	Barnett, Andrea Lynn (Andrea)	5808 Kingstowne Ctr	Kingstowne	22315-5704	

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

VA	OPR	~~Braden~~ Dollar, <u>Braden George (Braden)</u>	19313 Front Street	Leesburg	20176	~~703/440-2232~~ <u>571-440-2232</u>
VA	OPR	~~Danielle~~ O'Dell, <u>Danielle Lee (Danielle)</u>	1002 Edwards Ferry Rd NE	Leesburg	20176-3346	~~703/777-1200~~ <u>703-777-1200</u>
VA	OPR	~~Danielle~~ O'Dell, <u>Danielle Lee (Danielle)</u>	304 Kellys Ford Plaza SE	Leesburg	20175	~~703/719-8104~~ <u>703-719-8101</u>
<u>VA</u>	<u>OPR</u>	<u>Bruner, Stephen Luke (Stephen)</u>	<u>25 Hotel Drive</u>	<u>Lexington</u>	<u>24450</u>	
VA	OPR	~~Dwayne-Marshall~~ Hall, <u>Lee Edmund (Lee)</u>	~~2305~~ <u>4003</u> Wards Rd	Lynchburg	~~24502-2104~~ <u>4502-2943</u>	~~434/237-2354~~ <u>434-239-2557</u>
VA	OPR	~~Lee~~ Hall, <u>Lee Edmund (Lee)</u>	3405 Candler's Mountain Rd Ste ~~FC6~~ <u>Fc6</u>	Lynchburg	24502-2218	~~434/237-5234~~ <u>434-237-5231</u>
VA	OPR	~~Lee~~ Hall, <u>Lee Edmund (Lee)</u>	~~4003~~ <u>2305</u> Wards Rd	Lynchburg	~~24502-2943~~ <u>4502-2101</u>	~~434/239-2557~~
VA	OPR	~~George Snyder~~ Marshall, <u>Frank Dwayne (Dwayne)</u>	~~9506 Liberia Ave~~ <u>21123 Timberlake Rd</u>	~~Manassas~~ <u>Lynchburg</u>	~~20110-1719~~ <u>4502</u>	~~703/331-1888~~
<u>VA</u>	<u>OPR</u>	<u>Lovitt, Michael Houston (Mike)</u>	<u>9939 Sowder Village Sq</u>	<u>Manassas</u>	<u>20109-5469</u>	<u>703-365-9292</u>
VA	OPR	~~Jeremy~~ Smith, <u>Jeremy Allyn (Jeremy)</u>	10677 Sudley Manor Dr	Manassas	20109-2844	~~703/330-7723~~ <u>703-330-7723</u>
VA	OPR	~~Mike Lovitt~~ Snyder, <u>George Lawrence (George)</u>	~~9939 Sowder Village Sq~~ <u>9506 Liberia Ave</u>	Manassas	~~20109-5469~~ <u>0110-1719</u>	~~703/365-9292~~ <u>703-331-1888</u>
VA	OPR	~~Danny~~ Wulff, <u>Daniel Raymond (Danny)</u>	400 Liberty St	Martinsville	24112-1829	~~276/632-2448~~ <u>276-632-2448</u>
VA	OPR	~~Mark~~ Baldwin, <u>Mark Stephen (Mark)</u>	7285 Battle Hill Dr	Mechanicsville	23111-3546	~~804/730-2638~~ <u>804-730-2638</u>
VA	OPR	~~Mark~~ Baldwin, <u>Mark Stephen (Mark)</u>	9080 Times Dispatch Blvd	Mechanicsville	~~23116-23116~~ <u>2019</u>	~~804/938-7425~~ <u>804-938-7425</u>
VA	OPR	~~Erik~~ DeVriendt, <u>Erik Leslie (Erik)</u>	132 Schofield Dr	Midlothian	23113-7336	~~804/378-4232~~ <u>804-378-4232</u>
VA	OPR	~~Katie~~ Ryan, <u>Kathryn Ann (Katie)</u>	12301 Chattanooga Plz	Midlothian	23112-4867	~~804/744-9092~~ <u>804-744-9092</u>
<u>VA</u>	<u>OPR</u>	<u>Hall, Corey Tyler (Corey)</u>	<u>12300 Jefferson Ave Spc 740-F1</u>	<u>Newport News</u>	<u>23602-6900</u>	<u>757-750-1111</u>
VA	OPR	~~Chris~~ Hobert, <u>Christopher G. (Chris)</u>	12128 Jefferson Ave	Newport News	23602-6908	~~757/882-8844~~ <u>757-882-8844</u>
VA	OPR	~~Sean~~ McClure, <u>Sean David (Sean)</u>	12423 Warwick Blvd	Newport News	23606-3006	~~757/595-0316~~ <u>757-595-0316</u>
VA	OPR	~~Tony Grinbarg~~ Barnes, <u>Jason Wyatt (Jason)</u>	~~12300 Jefferson Ave Spc 740-F1~~ <u>1501 Premium Outlets Blvd</u>	~~Newport News~~ <u>Norfolk</u>	~~23602-6900~~ <u>3502-5526</u>	~~757/750-1111~~
VA	OPR	~~Jason Barnes~~ Easmeil, <u>Mahmood Ali (Mike)</u>	~~1501 Premium Outlets Blvd~~ <u>1600 Monticello Ave</u>	Norfolk	~~23502-5526~~ <u>3510-2620</u>	~~757/500-4405~~ <u>757-446-8006</u>
VA	OPR	~~Juan~~ Ortiz, <u>Juan Manuel Jr. (Juan)</u>	1205 N Military Hwy	Norfolk	23502-2228	~~757/461-9467~~ <u>757-461-9467</u>
<u>VA</u>	<u>OPR</u>	<u>Mike Easmeil</u>	<u>1600 Monticello Ave</u>	<u>Norfolk</u>	<u>23510-2620</u>	<u>757/446-8006</u>
VA	OPR	~~Bir~~ Singh, <u>Bir Mohan (Bir)</u>	11500 Midlothian Tpke Ste 478	~~North Chesterfield~~ <u>Chesapeake</u>	~~23235-4791~~ <u>23235-4791</u>	~~804/794-4355~~ <u>804-794-4355</u>
VA	OPR	~~Jason~~ Umberger, <u>Jason Carter (Jason)</u>	1590 Koger Center Blvd	~~North Chesterfield~~ <u>Chesapeake</u>	~~23235-4721~~ <u>23235-4721</u>	~~804/594-3930~~ <u>804-594-3930</u>
VA	OPR	~~Will~~ Taylor, <u>William Marshal Jon (Will)</u>	901 Frederick Blvd	Portsmouth	23707-4107	~~757/673-4414~~ <u>757-673-4414</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

VA	OPR	~~David Kim~~ Hawryschuk, <u>Jennifer Suzanne (Jennifer)</u>	~~12160 Sunset Hills Rd~~ <u>165 Purcellville Gateway Dr</u>	~~Reston~~ <u>Purcellville</u>	~~20190-5840~~ <u>0132-3490</u>	~~571/203-1234~~ <u>540-338-0833</u>
VA	OPR	~~Larry~~ Everett, <u>John Lawrence (Larry)</u>	1494 Northpoint Village Ctr	Reston	20194-1190	~~703/481-1725~~ <u>703-481-1725</u>
VA	OPR	~~Blake Kell~~ Kim, <u>David Sung-Soo (David)</u>	~~1601 Willow Lawn Dr~~ <u>12160 Sunset Hills Rd</u>	~~Richmond~~ <u>Reston</u>	~~23230-3427~~ <u>0190-5840</u>	~~804/282-9674~~ <u>571-203-1234</u>
VA	OPR	~~Bryan~~ Fletcher, <u>Bryan Timothy (Bryan)</u>	1529 N Parham Rd	Richmond	23229-4604	~~804/282-4285~~ <u>804-282-4285</u>
<u>VA</u>	<u>OPR</u>	<u>Fox, Tricia Christine (Tricia)</u>	<u>7125 Forest Hill Ave</u>	<u>Richmond</u>	<u>23225-1501</u>	<u>804-272-5050</u>
VA	OPR	~~Cole~~ Jordan, <u>Cole Richard (Cole)</u>	9100 W Broad St	Richmond	23294-5805	~~804/273-0435~~

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

						~~804/223-0435~~
VA	OPR	~~Greg Williams~~ Kell, William Blake (Blake)	~~4443 S Laburnum Ave~~ 1601 Willow Lawn Dr	Richmond	~~23231-24192~~ 3230-3427	~~804/236-4601~~ 804-282-9674
VA	OPR	~~Jonathan Lighty~~ Kell, William Blake (Blake)	4920 W Broad St	Richmond	23230-3115	~~804/662-5662~~ 804-662-5662
VA	OPR	~~Rob~~ Preservati, Robert Ryan (Rob)	~~11800 W Broad St Ste 1008~~ 3380 Pump Rd	Richmond	~~23233-79142~~ 3233-1130	~~804/364-0200~~ 804-364-0200
VA	OPR	~~Rob~~ Preservati, Robert Ryan (Rob)	~~3380 Pump~~ 12586 Broad Street Rd	Richmond	~~23233-11302~~ 3238	~~804/364-0200~~
VA	OPR	Riad, John Benyameen (John)	11800 W Broad St Ste 1008	Richmond	23233-7914	804-307-2742
VA	OPR	~~Tricia Fox~~ Williams, Gregory Wesley (Greg)	~~7125 Forest Hill~~ 4443 S Laburnum Ave	Richmond	~~23225-15042~~ 3231-2419	~~804/272-5050~~ 804-236-4601
VA	OPR	~~Bob~~ Childress, Bobby Ray Jr. (Bob)	4110 Southern Hills Dr ~~SW~~ Sw	Roanoke	24014-5221	~~540/989-2084~~ 540-989-2084
VA	OPR	~~Bob~~ Childress, Bobby Ray Jr. (Bob)	~~4802~~ 4805 Valley View Blvd NW	Roanoke	~~24012-20042~~ 4012-2018	~~540/362-9064~~ 540-362-1160
VA	OPR	~~Bob~~ Childress, Bobby Ray Jr. (Bob)	~~4805~~ 4802 Valley View Blvd NW	Roanoke	~~24012-20482~~ 4012-2001	~~540/362-1160~~ 540-362-9064
VA	OPR	~~Bob~~ Duffessy, Robert John (Bob)	3814 Challenger Ave	Roanoke	24012-6730	~~540/685-4255~~ 540-685-4255
VA	OPR	~~Shaine~~ Miles, Shaine Michael (Shaine)	1353 W Main St	Salem	24153-4707	~~540/387-2095~~ 540-387-2095
VA	OPR	~~Kyle~~ Vinci, James Kyle (Kyle)	43310 Defender Dr	South Riding	20152-5325	~~703/722-8824~~ 703-722-8824
VA	~~OPR~~ Andrea	~~Barnett, Andrea Lynn (Andrea)~~	~~6681A~~ 6681a Backlick Rd	Springfield	22150-2702	~~703/644-0155~~ 703-644-0155
VA	OPR	Daniel, Larry Terrell (Terrell)	30 Wyche Road	Stafford	22554	540-505-0616
VA	OPR	~~Jeff~~ Hubley, Jeffrey Daniel (Jeff)	25 Dunn Dr	Stafford	22556-1558	~~540/657-7930~~ 540-657-7930
VA	OPR	~~Jay~~ Hawkins, James Crawford IV (Jay)	101 George Cochran Pkwy	Staunton	24401-9172	~~540/887-2391~~
VA	OPR	~~Bill~~ Digges, Edward William III (Bill)	45440 Dulles Crossing Plz	Sterling	20166-8920	~~703/444-0300~~ 703-444-0300
VA	OPR	~~Brian Summers~~ Smith, Jordan-Daniel Phillip (Jordan)	~~22015 Dulles Retail~~ 46920 Community Plz	Sterling	~~20166-25082~~ 0164-1800	~~571/325-2669~~ 703-444-1901
VA	OPR	~~Jordan Smith~~ Summers, Brian DeLacy (Brian)	~~46920 Community~~ 22015 Dulles Retail Plz	Sterling	~~20164-18002~~ 0166-2508	~~703/444-1901~~ 571-325-2669
VA	OPR	~~Dan~~ Curran, Daniel Joseph (Dan)	6212 College Dr	Suffolk	~~23435-26112~~ 3435-3651	~~757/686-4633~~ 757-686-4633
VA	OPR	~~Nicki~~ Digby-Dalton, Nicole Maureen (Nicki)	1018 N Main St	Suffolk	23434-4317	~~757/538-0941~~ 757-538-0941
VA	OPR	~~Deji~~ Adako, Deji Noma (Deji)	8461 Leesburg Pike Ste B	Vienna	22182-2404	~~703/847-1514~~ 703-847-1514
VA	~~TMPO~~ R	~~Lauren McKellop~~ Davis, Najee Hakeem (Najee)	538 Maple Ave W	Vienna	22180-4225	~~571/363-3944~~ 571-363-3944
VA	OPR	~~Bill Davis~~ Barnes, Jason Wyatt (Jason)	~~5409 Indian River Rd~~ 1097 Independence Blvd	Virginia Beach	~~23464-53222~~ 3455-5523	~~757/578-4800~~ 757-318-7641
VA	OPR	~~Brian~~ Burnette, Brian Gregory (Brian)	~~2043~~ 877 Lynnhaven Pkwy	Virginia Beach	~~23456-14102~~ 3452-7203	~~757/471-4495~~ 757-468-1003
VA	OPR	~~Brian~~ Burnette, Brian Gregory (Brian)	~~877~~ 2013 Lynnhaven Pkwy	Virginia Beach	~~23452-72032~~ 3456-1410	~~757/468-1003~~ 757-471-4495
VA	OPR	~~Gerrard Jones~~ Cheney, Natalie Marie (Natalie)	~~1524 General Booth Blvd~~ 749 First Colonial Rd	Virginia Beach	~~23454-51032~~ 3451-6123	~~757/426-6639~~ 757-437-8928
VA	OPR	~~Jason Barnes~~ Clark, Melody Marie (Melody)	~~1097 Independence Blvd~~ 701 Lynnhaven Pkwy	Virginia Beach	~~23455-55232~~ 3452-7299	~~757/318-7641~~ 757-340-1171
VA	OPR	~~Mark Mitchell~~ Davis, William Holladay (Bill)	~~4752 Virginia Beach Blvd~~ 5409 Indian River Rd	Virginia Beach	~~23462-67482~~ 3464-5322	~~757/233-1978~~ 757-578-4800
VA	OPR	~~Melody Clark~~ Jones, Gerrard (Gerrard)	~~701 Lynnhaven Pkwy~~ 1524 General Booth Blvd	Virginia Beach	~~23452-72992~~ 3454-5103	~~757/340-1171~~ 757-426-6639
VA	OPR	~~Natalie Cheney~~ Mitchell, Mark P. (Mark)	~~749 First Colonial Rd~~ 4752 Virginia Beach Blvd	Virginia Beach	~~23451-61232~~ 3462-3104	~~757/437-8928~~
VA	OPR	~~Paul Brock~~ , Paul Francis (Paul)	256 W Lee Hwy	Warrenton	20186-2501	~~540/347-9791~~ 540-347-9791
VA	OPR	~~Jay~~ Hawkins, James Crawford IV (Jay)	710 Shenandoah Village Dr	Waynesboro	22980-9314	~~540/932-9209~~ 540-932-9209

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

VA	OPR	~~Scott Peto~~ <u>Holland, John Wrenn (Wrenn)</u>	~~6732 Mooretown Rd~~ <u>4610 Monticello Ave</u>	Williamsburg	~~23188-2164~~ <u>3188-2164</u>	~~757-253-6801~~ <u>757-253-6464</u>
VA	OPR	~~Wrenn-Holland~~ <u>Peto, Scott Eric (Scott)</u>	~~6732 Mooretown Rd~~ <u>4610 Monticello Ave</u>	Williamsburg	~~23188-2164~~ <u>3188-8200</u>	~~757-253-6464~~ <u>757-564-6801</u>
VA	OPR	~~Chuck~~ -Guffee, <u>Charles D. (Chuck)</u>	112 Market St	Winchester	22603-4770	~~540-535-2120~~ <u>540-535-2120</u>
VA	OPR	~~Chuck~~ -Guffee, <u>Charles D. (Chuck)</u>	2230 S Pleasant Valley Rd	Winchester	22601-7004	~~540-678-4096~~ <u>540-678-4096</u>
VA	TMP	~~Zachary Brezina~~ <u>Argueta, Melissa (Melissa)</u>	1850 Apple Blossom Dr	Winchester	22601-5187	~~540-665-0783~~ <u>540-665-0783</u>
VA	OPR	~~Luis~~ -Hevia, <u>Luis (Luis)</u>	2425 Prince William Pkwy	Woodbridge	22192-4147	~~703-490-3165~~ <u>703-783-3113</u>
VA	OPR	~~Luis~~ -Hevia, <u>Luis (Luis)</u>	4101 Old Bridge Rd	Woodbridge	22192-7668	~~703-580-5205~~ <u>703-997-4040</u>
VA	OPR	~~Josh~~ -Burnette, <u>Joshua David (Josh)</u>	~~5003A~~ <u>5003a</u> Victory Blvd	Yorktown	23693-5601	~~757-988-8847~~ <u>757-988-8847</u>
WA	OPR	~~Valerie~~ -Escoffery-Artis, <u>Valerie Alexandria (Valerie)</u>	785 116th Ave NE	Bellevue	98004-5280	~~425-454-1758~~ <u>425-454-1758</u>
WA	OPR	~~Kayla~~ -Maxwell, <u>Kayla Ashley (Kayla)</u>	20402 98th St E	Bonney Lake	98391-8273	~~253-479-0500~~ <u>253-479-0500</u>
WA	OPR	~~Matt~~ -Isenhower, <u>Matthew Alan (Matt)</u>	1220 228th St SE	Bothell	98021-7489	~~425-402-0201~~ <u>425-402-0201</u>
WA	OPR	~~Marc~~ -Schuh, <u>Marc Christopher (Marc)</u>	17440 SE 272nd St	Covington	98042-4949	~~206-701-1573~~ <u>206-701-1573</u>
<u>WA</u>	<u>OPR</u>	<u>Ediger, Brandon Mark (Brandon)</u>	<u>1124 SE Everett Mall Way</u>	<u>Everett</u>	<u>98208-2803</u>	<u>425-374-4969</u>
WA	OPR	~~Ryan~~ -Powell, <u>Ryan David (Ryan)</u>	32025 Pacific Hwy S	Federal Way	98003-6001	~~206-429-2093~~ <u>206-429-2093</u>
WA	OPR	~~Lynnae~~ -Schneller, <u>Lynnae Margaret (Lynnae)</u>	6602 19th St W	Fircrest	98466-6131	~~253-534-8406~~ <u>253-238-2310</u>

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/23

WA	OPR	~~Derek~~ -Schiefer, <u>Derek Samuel (Derek)</u>	12026 NE 124th St	Kirkland	98034-8280	~~425/803-0222~~ <u>425-803-0222</u>
WA	OPR	~~Justin~~ -Mears, <u>Justin Turner (Justin)</u>	8302 Quinault Dr NE	Lacey	98516-5831	~~360/481-2306~~ <u>360-481-2306</u>
WA	OPR	~~Jason~~ -Davies, <u>Jason Lee (Jason)</u>	5429 100th St SW	Lakewood	98499-3818	~~253/582-2696~~ <u>253-582-2696</u>
<u>WA</u>	<u>OPR</u>	<u>Ober, Josiah Keith (Josiah)</u>	<u>19615 Highway 99</u>	<u>Lynnwood</u>	<u>98036-6056</u>	<u>425-321-5566</u>
WA	OPR	~~Paul~~ -Rosser, <u>Paul McDaniel (Paul)</u>	3026 196th St SW	Lynnwood	98036-6926	~~425/673-7132~~ <u>425-673-7132</u>
WA	OPR	~~John~~ -Clingen, <u>John H. (John)</u>	8810 36th Ave NE	Marysville	98270-7267	~~360/386-9047~~ <u>360-386-9047</u>
WA	OPR	~~Mike~~ -Lehman, <u>Michael Jay (Mike)</u>	104 39th Ave SW	Puyallup	98373-3621	~~253/200-3450~~ <u>253-200-3450</u>
WA	OPR	~~Erik~~ -Lee, <u>Erik Jamin (Erik)</u>	375 Rainier Ave S	Renton	98057-2404	~~425/336-7010~~ <u>425-336-7010</u>
WA	OPR	~~Karl Garcia~~ <u>Artman, Lawrence James (Larry)</u>	12801 Aurora Ave N	Seattle	98133-7519	~~206/364-0841~~ <u>206-364-0841</u>
WA	OPR	~~Ray~~ -Emmerling, <u>Raymond Paul (Ray)</u>	9304 N Newport Hwy	Spokane	99218-1150	~~888/232-6775~~ <u>888-232-6775</u>
WA	OPR	~~Lynnae~~ -Schneller, <u>Lynnae Margaret (Lynnae)</u>	3902 S Steele St	Tacoma	98409-7325	~~253/534-8406~~ <u>253-534-8406</u>
WA	OPR	~~Ethan~~ -Woodward, <u>Ethan Ryan (Ethan)</u>	17333 Southcenter Pkwy	Tukwila	98188-3317	~~206/575-7547~~ <u>206-575-7547</u>
~~WA~~	~~OPR~~	~~John Dombroski~~	~~16400 SE Mill Plain Blvd~~	~~Vancouver~~	~~98684-9606~~	~~360/980-8535~~
WA	OPR	~~John~~ -Dombroski, <u>John Paul (John)</u>	8440 NE Vancouver Mall Dr # 100	Vancouver	98662-6665	~~360/360-3036~~ <u>360-360-3036</u>
<u>WA</u>	<u>OPR</u>	<u>Dombroski, John Paul (John)</u>	<u>16400 SE Mill Plain Blvd</u>	<u>Vancouver</u>	<u>98684-9606</u>	<u>360-980-8535</u>
WI	OPR	~~Erie~~ -Krebs, <u>Eric D. (Eric)</u>	3775 W College Ave	Appleton	54914-3913	~~920/939-0604~~ <u>920-939-0604</u>
WI	OPR	~~Sonia~~ -Choi, <u>Sonia (Sonia)</u>	2455 S Oneida St	Ashwaubenon	54304-5201	~~920/770-3378~~ <u>920-770-3378</u>
<u>WI</u>	<u>OPR</u>	<u>Frasier, Jim Dale (Jim)</u>	<u>12625 W Capitol Dr</u>	<u>Brookfield</u>	<u>53005-5404</u>	<u>262-373-0609</u>
WI	OPR	~~Chris~~ -Loweth, <u>Christopher John (Chris)</u>	1 N Moorland Rd	Brookfield	53005-6018	~~262/786-2443~~ <u>262-786-2443</u>
WI	OPR	~~Jim Frasier~~ <u>Anderson, Christine E. (Christy)</u>	~~12625 W Capitol Dr~~ <u>2980 Golf Court</u>	~~Brookfield~~ <u>Delafield</u>	~~53005-5404~~ <u>3018-2179</u>	~~262/373-0609~~ <u>262-646-2215</u>
WI	OPR	~~Christy Anderson~~ <u>Lewis, Alec Edward (Alec)</u>	~~2980 Golf Court~~ <u>3849 South Oakwood Mall Dr</u>	~~Delafield~~ <u>Eau Claire</u>	~~53018-2179~~ <u>4701-3042</u>	~~262/646-2215~~ <u>715-598-9510</u>
WI	~~TMP~~ <u>OPR</u>	~~Ryan~~ -Clopton, <u>Ryan Harrison (Ryan)</u>	5201 N Port Washington Rd	Glendale	53217-4902	~~414/310-1344~~ <u>414-310-1344</u>
WI	OPR	~~David~~ -Balza, <u>David William (David)</u>	5351 S 76th St	Greendale	53129-1128	~~414/423-0853~~ <u>414-423-0853</u>
WI	OPR	~~David~~ -Bramlett, <u>David Hardman (David)</u>	2627 Humes Rd	Janesville	53545	~~608/531-1991~~ <u>608-531-1991</u>
WI	OPR	~~Jamie Fuller~~ <u>Daniel, Monica E. (Monica)</u>	~~430 S Gammon Rd~~ <u>4212 E Washington Ave</u>	Madison	~~53719-1002~~ <u>3704-3720</u>	~~608/833-4344~~ <u>608-245-2045</u>
WI	OPR	~~Monica Daniel~~ <u>Fuller, James Walter Scott (Jamie)</u>	~~4212 E Washington Ave~~ <u>430 S Gammon Rd</u>	Madison	~~53704-3720~~ <u>3719-1002</u>	~~608/245-2045~~ <u>608-833-4344</u>
WI	OPR	~~Brandon~~ -Duke, <u>Brandon Andrew (Brandon)</u>	W185 N9590 Bancroft Drive	~~Monroe~~ <u>Falls Falls</u>	~~53061~~ <u>53051</u>	~~262/473-3716~~ <u>262-473-3716</u>
WI	OPR	~~Jim~~ -Frasier, <u>Jim Dale (Jim)</u>	1111 N Vel R Phillips Ave	Milwaukee	53203-1104	~~866/232-2040~~ <u>866-232-2040</u>
WI	OPR	~~Brian~~ -Goode, <u>Brian Christopher (Brian)</u>	5315 Washington Ave	Mount Pleasant	53406-4204	~~262/632-0173~~ <u>262-632-0173</u>
WI	OPR	<u>Gramza</u> , Danica ~~Anderson~~ <u>Shelby (Danica)</u>	150 W Town Square Way	Oak Creek	53154-6811	~~414/571-0048~~ <u>414-571-0048</u>
WI	OPR	~~Pam~~ -Chaney, <u>Pamela Denice (Pam)</u>	3015 S Kinney Coulee Rd	Onalaska	54650	~~608/668-1028~~ <u>608-668-1028</u>

~~CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22~~

WI	OPR	~~Ty~~ Dillon, Ty Fredric (Ty)	1047 N Washburn St	Oshkosh	54904-7725	~~920/232-9215~~ 920-232-9215

CHICK-FIL-A RESTAURANT LISTING AS OF 12/31/22

WI	OPR	~~Kyle~~ Bartz, <u>Kyle Robert (Kyle)</u>	1454 Capitol Dr	Pewaukee	53072-2656	~~262/621-0537~~ <u>262-691-0537</u>
WI	OPR	~~Jason~~ Miley, <u>Jason Brent (Jason)</u>	9114 76th St	Pleasant Prairie	53158-1944	~~262/358-4912~~ <u>262-358-4912</u>
WI	OPR	~~David~~ Schiedt, <u>David Bradford (David)</u>	2645 S 108th St	West Allis	53227-1925	~~414/327-4885~~ <u>414-327-4885</u>
WV	OPR	~~Larry~~ Pittman, <u>Larry J. (Larry)</u>	148 Melody Farms Rd	Barboursville	25504-1837	~~304/733-4850~~ <u>304-733-4850</u>
WV	OPR	~~Larry~~ Pittman, <u>Josey, Antuane</u>	PO Box 4056	Barboursville	25504-4056	~~304/736-3973~~ <u>304-736-2919</u>
WV	OPR	~~Richard~~ Jarrell, <u>Richard Howard (Richard)</u>	100 Hylton Ln	Beckley	25801-2691	~~304/894-8455~~ <u>304-894-8455</u>
WV	OPR	~~Richard~~ Jarrell, <u>Richard Howard (Richard)</u>	1300 N Eisenhower Dr	Beckley	25801-3122	~~304/250-0158~~ <u>304-250-0158</u>
WV	OPR	~~Brandon~~ Duffessy, <u>Brandon John (Brandon)</u>	261 Mercer Mall Rd	Bluefield	24701-9098	~~304/327-6008~~ <u>304-327-6008</u>
WV	OPR	~~Ryan~~ Rutt, <u>Broniszewski, Jesse</u>	2399 Meadowbrook Mall Ste 620	Bridgeport	26330-9030	~~304/842-4835~~ <u>304-842-4835</u>
WV	OPR	~~Alan~~ Smith, <u>Alan Christopher (Alan)</u>	3000 Charleston Town Ctr # 3011	Charleston	25389-0008	~~304/344-0868~~ <u>304-344-0868</u>
WV	OPR	~~Tom~~ Minturn	2509 Mountaineer Blvd	Charleston	25309-9439	~~304/205-5829~~
WV	OPR	~~Brandie~~ Wehner, <u>Brandie Lynn (Brandie)</u>	310 Emily Dr	Clarksburg	26301-5513	~~304/622-9797~~ <u>304-622-9797</u>
WV	OPR	~~Kendra~~ DeOms, <u>Kendra Ramey (Kendra)</u>	1005 Foxcroft Ave	Martinsburg	25401-1837	~~304/267-9572~~ <u>304-901-1058</u>
WV	OPR	~~Lisa~~ Holt, <u>Lisa Dawn (Lisa)</u>	334 Patteson Dr	Morgantown	26505-3232	~~304/599-1840~~ <u>304-599-1840</u>
WV	OPR	~~Lisa~~ Holt, <u>Lisa Dawn (Lisa)</u>	835 Sesame Drive Dr	Morgantown	~~26504-1134~~ <u>26501-1134</u>	~~304/599-4171~~ <u>304-599-4171</u>
WV	OPR	~~Mike~~ Wade, <u>Michael Allen (Mike)</u>	750 Oakvale Rd	Princeton	24740-3915	~~681/282-5540~~ <u>681-282-5540</u>
WV	OPR	~~Justin~~ Lombardozi, <u>Justin Joseph (Justin)</u>	156 Joshua M Freeman Blvd	Ranson	25438-5691	~~304/767-9730~~ <u>304-767-9730</u>
WV	OPR	~~Minturn~~ , <u>Thomas Richard (Tom)</u>	2509 Mountaineer Blvd	South Charleston	25309-9439	~~304-205-5829~~
WV	OPR	~~Minturn~~ , <u>Thomas Richard (Tom)</u>	90 Maccorkle Ave SW	South Charleston	25309-1412	~~304-205-5829~~
WV	OPR	~~Joseph~~ Evans, <u>Joseph Scott (Joseph)</u>	110 Cabela Dr	Triadelphia	26059-1042	~~304/909-0843~~ <u>304-909-0843</u>
WV	OPR	~~George~~ Angelos, <u>George Frank (George)</u>	~~400~~ <u>210</u> Grand Central ~~Mall #~~ ~~F140~~ <u>Ave</u>	Vienna	~~26105-4110~~ <u>6105-4101</u>	~~304/422-2790~~ <u>304-422-3646</u>
WV	OPR	~~George~~ Angelos, <u>George Frank (George)</u>	~~240~~ <u>100</u> Grand Central ~~Ave~~ <u>Mall #</u> ~~F140~~	Vienna	~~26105-4101~~ <u>6105-4110</u>	~~304/422-3646~~ <u>304-422-2790</u>
WY	OPR	~~Raymond~~ Mefford, <u>Raymond Dean (Raymond)</u>	4435 Windmill Rd	Cheyenne	82009-5200	~~307/638-4444~~ <u>307-638-4444</u>
		~~Count:~~	~~2411~~			

CHICK-FIL-A LICENSE LISTING AS OF

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor
AL	Auburn University	255 Heisman Dr	Student Center	Auburn		3890013484-12	LIC-Aramark College/University
AL	Auburn University - ARENA Concessions	250 Beard-Eves Ct	Auburn Arena	Auburn		3890013484-8	LIC-Aramark College/University
AL	Auburn University - Village Dining	230 Beard-Eaves Ct	The Village View Dining Facility ~~Auburn Facility~~	Auburn		3890013484-1281	LIC-Aramark College/University
AL	Alabama Power	600 18th St N		Birmingham		352021205257-16	LIC-Aramark Business/Industry
AL	Birmingham-Shuttlesworth International Airport ~~5900 Airport~~	5900 Messer Airport Hwy	Suite #0034	Birmingham		35212172055924362	LIC-HMSHost
AL	Samford University	800 Lakeshore Dr		Birmingham		352900120572626	LIC-Sodexo College
AL	University of Alabama Birmingham Hospital	625 19th St S	Jefferson Tower	Birmingham		3531900120550270	LIC-Thompson Hosp
AL	University of North Alabama	1 Harrison Plz	Student Commons Building	Florence		36320022676566	LIC-Chartwells
AL	Alabama A&M University	3900 Meridian Street North		Huntsville	3581		LIC-Aramark College/University
AL	University of Alabama - Huntsville	507 John Wright Dr		Huntsville		3890012682451	LIC-Sodexo College
AL	Jacksonville State University	700 Pelham Rd N		Jacksonville		36251622678255	LIC-Sodexo College
AL	University of South Alabama	350 Campus Dr	Student Center	Mobile		366800125143062	LIC-Aramark College/University
AL	Alabama State University	1055 Tullibody Dr	John Garrick Hardy Student Center	~~Center~~ ~~Montgomery~~		361045703447029	LIC-Aramark College/University
AL	Troy University	214 Adams Ctr		Troy		360820013467055	LIC-Sodexo College
AL	University of Alabama	Bama Dining Services	Ferguson Center	Tuscaloosa		3548700120534868	LIC-Aramark College/University
AL	University of Alabama-Lloyd Hall	503 6th Ave	Lloyd Hall	Tuscaloosa		3540454620534864	LIC-Aramark College/University
AR	Henderson State University	1100 Henderson St	Garrison Activity Conference Center	~~Center~~ ~~Arkadelphia~~	71999-0001		LIC-Sodexo College
AR	Ouachita Baptist University	410 Ouachita St		Arkadelphia		7198800187024555	LIC-Sodexo College
AR	~~Wal-Mart Headquarters~~	~~805 Moberly Ln~~	~~David Glass Building~~	~~Bentonville~~		~~727600003005050~~	~~LIC-Eurest~~
AR	University of Central Arkansas	201 Donaghey Ave	Student Center	Conway		720650150145068	LIC-Aramark College/University
AR	University of Arkansas-Fayetteville	435 N Garland Ave Ste 209		Fayetteville		727010347957550	LIC-Chartwells
AR	~~University of Arkansas-Fort Smith~~	~~5210 Grand Ave~~	~~Smith-Pendergraft Campus~~	~~CenterFort~~	~~72904-7362~~		~~LIC-Aramark College/University~~
AR	Arkansas State University	105 North Caraway	Student Center	Jonesboro	7240	870/680-4078	LIC-Sodexo College
AR	Clinton National Airport	1 Airport Rd		Little Rock		722024045133072	LIC-HMSHost
AR	Southern Arkansas University	100 E University	Bruce Center	Magnolia		71753218187023543	LIC-Aramark College/University
AR	University of Arkansas - Monticello	350 University Drive	Student Success Center	Monticello	7165	870/460-1900	LIC-Aramark College/University
AR	University of Arkansas - Pine Bluff	1301 L A Prexy Davis Dr		Pine Bluff		716012887057588	LIC-Aramark College/University
AR	Harding University	2700 Harding University		Searcy		724900150127940	LIC-Chartwells

CHICK-FIL-A LICENSE LISTING AS OF

AZ	Northern Arizona University	Nau Dining	P.O. Box 5736	Flagstaff		~~8011001985238~~	LIC-Sodexo College
AZ	Arizona State University - West Campus	4701 W Thunderbird Rd	Poly-West Campus	Glendale		~~806400025433~~	LIC-Aramark College/University
AZ	Arizona State University - Downtown	120 E Taylor St		Phoenix		~~800448804667~~	LIC-Aramark College/University
AZ	Grand Canyon University	3300 W Camelback Rd	Thunder Alley	Phoenix		~~801733802696~~	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

State

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
AZ	Grand Canyon University	3300 W Camelback Rd	Thunder Alley	Phoenix		8007330026396	LIC-Sodexo College
AZ	Grand Canyon University - Diamondback	W Colter St	Diamondback Apartments	Phoenix	8501	602/639-6871	LIC-Sodexo College
AZ	Phoenix Sky Harbor International Airport	3400 E Sky Harbor Blvd		Phoenix		85034-4403	
AZ	Arizona State University	1290 S Normal Ave	Memorial Union Building	Tempe		85281-2298/850952	LIC-Aramark College/University
AZ	University of Arizona-SUMC	1303 E University Blvd	Suite 149	Tucson		857190521506600	LIC-Self Operated College
CA	Los Angeles International Airport	1 World Way	Terminal 1	Los Angeles		900456331034383	LIC-SSP America
CA	Ontario International Airport - Terminal 4	2900 E Airport Dr		Ontario		91761-2134	LIC-Delaware North
CA	California Baptist University	8432 Magnolia Ave		Riverside		92543085155280	LIC-Preferred Hosp
CA	San Jose International Airport - Terminal B	1701 Airport Blvd	Terminal B	San Jose		951101224086274	LIC-HMSHost
CA	California Polytechnic State University	1 Grand Ave	The Avenue Building 19	San Luis Obispo		934079008057565	LIC-Self Operated College
CO	Denver International Airport	8500 Pena Blvd		Denver		80296053033426	LIC-Skyport Hospitality
CO	Colorado Mesa University	1455 N 12th St	University Center	Grand Junction		815017039024817	LIC-Sodexo College
CT	Mohegan Sun Resort	1 Mohegan Sun Blvd	Earth Concourse	Uncasville		068821355705919	LIC-Metz
DC	Catholic University	620 Michigan Ave NE		Washington		2006401223196	LIC-Chartwells
DC	Georgetown University	3800 Reservoir Rd NW	Hoya Commons Food Court	Washington		200711320264327 33975981	LIC-Aramark College/University
DC	Ronald Reagan Washington National Airport	1 Aviation Cir	(Inside Airport)	Washington		20016007034815	LIC-Hejeij
DC	Union Station	50 Massachusetts Ave NE		Washington		20024242028802	LIC-Thompson Hosp
DC	University of the District of Columbia	4200 Connecticut Avenue NW		Washington	2000	202/274-5820	
DE	Delaware State University	1200 N Dupont Hwy	MLK Jr. Student Center	Dover		199012023026572	LIC-Sodexo College
DE	University of Delaware	17 W Main St	Trabant University Center	Newark		197661023028310	LIC-Aramark College/University
FL	Florida Atlantic University	777 Glades Rd		Boca Raton		3343162456129747	LIC-Chartwells
FL	Embry Riddle Aeronautical University	1 Aerospace Blvd		Daytona Beach		321491038622673	LIC-Sodexo College
FL	Florida Gulf Coast University	10501 Fgcu Blvd S	Student Union Building	Fort Myers		33956022395012	LIC-Chartwells
FL	Shands Hospital (Sun Terrace)-Gainesville	114 Recreational Dining Ctr	Gator Dining Service	Gainesville		35110013523210	LIC-Aramark Hospital
FL	University of Florida	114 Recreational Dining Ctr	Gator Dining Service	Gainesville		35110013523294	LIC-Aramark College/University
FL	University of Florida-Broward Complex	60 Inner Rd	Broward Dining Complex	Gainesville		32611-0001	LIC-Aramark College/University
FL	Jacksonville University	2800 University Blvd N	Davis Student Commons	Jacksonville		32211-3321	LIC-Aramark College/University
FL	University of North Florida	1 U N F Dr		Jacksonville		32224-7699	LIC-Chartwells

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

FL	Southeastern University	1000 Longfellow Blvd	Pansler Alumni Student ~~Center~~ ~~Lakeland~~ Center	Lakeland	33801-6034	LIC-Chartwells
FL	Florida International University	885 SW 109th Ave	PG-5/Retail	Miami	33190-1538	LIC-Chartwells
FL	Miami Central	550 NW 1st Ave Ste 100	Suite 100	Miami	33136-4376	LIC-Phillips Con
FL	Miami - Dade College, Kendall Campus	11011 SW 104th St	Building 8000	Miami	33176-3330	

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

	<u>State Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor</u>
FL	Miami - Dade College, North Campus	11380 NW 27th Ave	Building 4	Miami	33167-3418		
FL	Florida Int'l University - Biscayne Bay Campus3000Campus	3000 NE 151st St	Wolfe Center	North Miami		3181030591963 2	LIC-Chartwells
FL	Orlando International Airport - South	1 Jeff Fuqua Blvd		Orlando	32827-4392		
FL	Orlando International Airport - North Terminal/Pre-Sec9333	9333 Airport Blvd		Orlando	32827	407/619-3503	LIC-HMSHost

	<u>State Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor Name</u>
FL	University of Central Florida	4000 Central Florida Blvd	SRC109	Orlando		3216854178232	LIC-Aramark College/University
FL	University of Central Florida - RWC	12820 Gemini Blvd	Campus Recreation and Wellness Center	Orlando	32815		LIC-Aramark College/University
FL	Pensacola Christian College	250 Brent Ln		Pensacola		32322575047884	LIC-Self Operated College
FL	Pensacola International Airport	2430 Airport Blvd		Pensacola		32349785043460	LIC-OHM
FL	University of West Florida	1100 University Pkwy	Argo Gallery	Pensacola		3254558806576	LIC-Aramark College/University
FL	Flagler College	50 Sevilla St	Ringhaver Student Center	Saint Augustine		3204358048296	LIC-Aramark College/University
FL	Florida A&M University	1510 Wahnish Way	Rattlers' Nest	Tallahassee	32307-3100		LIC-Metz
FL	Florida State University	127 Honors Way	Johnson Annex Building	Tallahassee	32306-0001		LIC-Aramark College/University
FL	Tampa International Airport-Airside A	4100 George J Bean Pkwy	Airside A	Tampa		3367402133679	LIC-Hojeij
FL	Tampa International Airport-Main Terminal	4100 George J Bean Pkwy	Main Terminal	Tampa		3367402133679	LIC-Delaware North
FL	University of South Florida	4202 E Fowler Ave	CTR 152	Tampa		33629518139409	LIC-Aramark College/University
FL	University of Tampa	401 W Kennedy Blvd		Tampa		3366458132872	LIC-Sodexo College
FL	Palm Beach Atlantic University	1100 N Dixie Hwy		West Palm		3341334518323	LIC-Aramark College/University
GA	Albany State University	504 College Dr	Student Center	Albany		3170571722943047	LIC-Aladdin Food Mgmt
GA	Georgia Southwestern State University	800 Gsw State University Dr	Canes Den Student Center	Americus		3170943622993125	LIC-Aladdin Food Mgmt
GA	University of Georgia	45 Baxter St		Athens		30621500654212	LIC-Self Operated College
GA	Delta Air Lines Headquarters	1030 Delta Blvd		Atlanta	30354-1989		LIC-Sodexo Business
GA	Georgia State University	66 Courtland Street		Atlanta	3030	404/413-9634	LIC-Self Operated College
GA	Grady Memorial Hospital	80 Jesse Hill Jr Dr Se		Atlanta	30303-3031		LIC-Sodexo Hospital
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc A	A60006000 N Terminal Pkwy	Concourse A	Atlanta		30320400476225 1	LIC-Hojeij
GA	Hartsfield-Jackson Atlanta Int'l Airport - Conc C	C77007700 Spine Rd		Atlanta	30320	404/761-4213	LIC-HMSHost

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

GA	University Hospital-Augusta	1350 Walton Way		Augusta		3001-2627077422	LIC-Morrison's
GA	University of West Georgia	Campus Dining		Carrollton		301800016788913	LIC-Self Operated College
GA	Columbus State University	4225 University Ave	Davidson Student Center	Columbus		3197-6597065783	LIC-Aramark College/University
GA	Fort Valley State University	1005 State University Dr	Student Center	Fort Valley		31003147882552	LIC-Sodexo College
GA	Northeast Georgia Medical Center	743 Spring St NE		Gainesville		3001-3157021920	LIC-Unidine

	<u>State Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor</u>
GA	Kennesaw State University	395 Cobb Ave NW		Kennesaw		301446607042366	LIC-Self Operated College
GA	Georgia Gwinnett College	1000 University Center Ln	Building-A Food Court	Lawrenceville		3004374967840751	LIC-Aramark College/University
GA	Mercer University	1400 Coleman Ave		Macon		3127400147830129	LIC-Aramark College/University
GA	Kennesaw State University - Marietta	1100 S Marietta Pkwy SE		Marietta	30060-2855		LIC-Self Operated College

<u>Stat</u>	<u>Location-Name</u>	<u>Location-Addr1</u>	<u>Location-Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor-Name</u>
GA	Georgia College and State University	231 W Hancock St	MSU Bldg.	Milledgeville		3106133547845224	LIC-Sodexo College
GA	Berry College	2277 Martha Berry Hwy NW	Krannert Student Center	Mount Berry		304997070633863	LIC-Aramark College/University
GA	Georgia Southern University - Armstrong Campus	11935 Abercorn St	MCC Student Union	Savannah		314191981234432	LIC-Self Operated College
GA	Gulfstream Aerospace	500 Gulfstream Rd		Savannah	31408-9643		
GA	Savannah State University	3219 College St		Savannah	31404-5254		LIC-Aladdin Food Mgmt
GA	Georgia Southern University	8107 Russell Un		Statesboro		3046000191247804	LIC-Self Operated College
GA	Valdosta State University - Student Union	1500 N Patterson St	Student Union	Valdosta		316801022933366	LIC-Aramark College/University
GA	Young Harris College	228 Maple Street	Rollins Campus Center	Young Harris	3058	706/379-5304	LIC-Sodexo College
ID	Boise State University	1910 University Dr	Student Union	Boise		872500120842614	LIC-Aramark College/University
ID	University of Idaho	1080 W 6th St	Idaho Commons Food Court	Moscow		8883410120885607	LIC-Chartwells
ID	Idaho State University	1065 S 8th Ave		Pocatello	83209-0001		LIC-Chartwells
ID	Brigham Young University - Idaho	525 S Center St	Manwaring Center	Rexburg	83460-0004		LIC-Self Operated College
IL	Southern Illinois University - Carbondale	1255 Lincoln Dr	Student Center	Carbondale		620143061845311	LIC-Self Operated College
IL	Eastern Illinois University	600 Lincoln Ave	Office of Univ. Housing/Dining	Charleston		6192030112175818	LIC-Self Operated College
IL	Chicago Union Station	225 S Canal St		Chicago		6066570231255637	LIC-The Grove
IL	University of Illinois - Chicago	750 S Halsted St	Student Center East	Chicago		606770881235523	LIC-Chartwells
IL	Southern Illinois University-Edwardsville	University Ctr	Box 1170	Edwardsville		6202600161865028	LIC-Self Operated College
IL	Western Illinois University	1 University Cir	University Union	Macomb		614513573092812	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

IL	Bradley University	1501 W Bradley Ave	Michel Student Center	Peoria		6165001396732	LIC-Aramark College/University
IN	Anderson University	1100 E 5th St	OLT Student Center	Anderson	46012-3462		LIC-Chartwells
IN	University of Evansville	1800 Lincoln Ave	John Ridgway University Center Evansville Center	Evansville		47721008124824 0	LIC-Chartwells
IN	University of Southern Indiana	8600 University Blvd		Evansville		47723348124618	LIC-Sodexo College
IN	Indianapolis International Airport	7800 Col H Weir Cook Mem Dr		Indianapolis	46241-8003		LIC-OHM
IN	Indiana University Purdue Univ at Indianapolis420Indianapolis	420 University Blvd Ste 120		Indianapolis		462264731723102 1E	LIC-Chartwells
IN	Marian University	3200 Cold Spring Rd		Indianapolis	46222-1960		
IN	Indiana Wesleyan University	4201 S Washington St	Barnes Student Center	Marion		4634974666723	LIC-PCC

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor
IN	Ball State University	1101 N McKinley Ave	Atrium Food Court in the ArArt & Journalism	Muncie	47303	765/285-0016	LIC-Self Operated College
IN	University of Notre Dame - Duncan Student	Student Center		Notre Dame	4655		LIC-Self Operated College
IN	Taylor University	236 W Reade Ave	LaRita R. Boren Campus Center Upland Center	Upland		48891007659846 7E	LIC-Self Operated College
KS	University of Kansas	1301 Jayhawk Blvd	Wescoe Hall Underground	Lawrence		605587558424	LIC-Self Operated College
KS	Kansas State University	918 N 17th St	121 K- State Student Union	Manhattan		605341985526	LIC-Self Operated College
KS	Johnson County Community College	12345 College Blvd # SC110		Overland Park		62012893493	LIC-Self Operated College

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
KS	Wichita Dwight D. Eisenhower National Airport2277Airport	2277 S Eisenhower St		Wichita		620248169018 11	LIC-MSE Business/Industry
KS	Wichita State University	1845 Fairmount	Rhatigan Student Center	Wichita		62097001697834	LIC-Chartwells
KY	Western Kentucky University	1 Big Red Way	124 Downing Univ. Center	Bowling Green		42016302074568	LIC-Aramark College/University
KY	Campbellsville University	1 University Dr Upo 783	Student Center	Campbellsville		42718192707895	LIC-PCC
KY	Cincinnati-Northern Kentucky International AirportTerminalAirportTerminal	3, 4th Floor	Cincinnati / N KY Airport	Hebron	41048	859/767-1076	LIC-HMSHost
KY	University of Kentucky	239 Student Ctr	UK Student Center	Lexington		40560018921867	LIC-Aramark College/University
KY	University of Kentucky - The 90	440 Hilltop Ave	University of Kentucky	Lexington		40560018932371	LIC-Aramark College/University
KY	University of Louisville	2100 S Floyd St	SAC Bldg W206	Louisville		40228050285267	LIC-Aramark College/University
KY	University of Louisville Medical Center	500 S Preston St		Louisville		40217025028526	LIC-Aramark Hospital
KY	Morehead State University	UPO 1371		Morehead		40510946078321	LIC-Aramark College/University

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

KY	Murray State University	1415 Chestnut St	Curris Center	Murray	4207	270/809-4600	LIC-Sodexo College
KY	University of Pikeville	810 Hambley Blvd	Health Professional Education Building	Pikeville	41501	606/285-4141	LIC-Aramark College/University
KY	Eastern Kentucky University	17 Powell Dr		Richmond	4047	859/622-3691	LIC-Aramark College/University
KY	University of the Cumberlands	6178 College Station Dr		Williamsburg		404/323-6594	LIC-PCC
LA	Louisiana State University	2nd Floor Tiger Lair Food Court	Corner of Raphael Semmes & Highland	Baton Rouge		781/0012557808	LIC-Chartwells
LA	Southern University	133 Smith Brown	Memorial Student Union	Baton Rouge		781/0012577123	LIC-Aramark College/University
LA	Grambling State University	100 Founders Street	Tiger Express Food Court	Grambling	7124	318/274-3251	LIC-Sodexo College
LA	Southeastern Louisiana University - War Memorial	303 W Texas Ave	War Memorial Student Center	Hammond		713/001955928	LIC-Aramark College/University
LA	Louis Armstrong New Orleans Int'l Airport	1 Airline Dr	North Terminal - Head House	Kenner		713/2230446350	LIC-Delaware North
LA	University of Louisiana Lafayette	600 McKinley St		Lafayette		713/2243748257	LIC-Sodexo College
LA	University of Louisiana Monroe	700800 University Ave		Monroe		713/0003183298	LIC-Aramark College/University
LA	Northwestern State University	912 University Pkwy		Natchitoches		714/5923183743	LIC-Sodexo College
LA	University of New Orleans	University Ctr Rm 250		New Orleans		713/0015042863	LIC-Chartwells
LA	Xavier University	4980 Dixon St	University Center	New Orleans		713/2110045205	LIC-Sodexo College
LA	Louisiana Tech University	Wisteria Student Center Rm 208		Ruston		712/2001382572	LIC-Aramark College/University

	<u>State</u>	<u>Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor</u>
LA		Nicholls State University	217 Ardoyne Dr		Thibodaux		713/0019554849	LIC-Sodexo College
MD		Baltimore-Washington Intl Airport - A/B Core	Aviation Boulevard & Elm Road	A/B Core	Baltimore	2124	410/859-8257	LIC-GFNC
MD		Morgan State University	1700 E Cold Spring Ln	Student Center	Baltimore		2125/001408533	LIC-Thompson Hosp
MD		University of Maryland- Baltimore County	1000 Hilltop Cir	University Center	Baltimore		2125/0014361283	LIC-Chartwells
MD		University of Maryland-College Park	3972 Campus Dr	Stamp Union Food Court	College Park		202/2841313465	LIC-Self Operated College
MD		Frostburg State University	Stadium Road	Lane Center	Frostburg	2153	301/687-3216	LIC-Chartwells
MD		Salisbury University	1101 Camden Ave	Guerrier Student Center	Salisbury		2181/637406767	LIC-Self Operated College
MD		Towson University	8000 York Rd		Towson		2125/00141070454	LIC-Chartwells
MI		Detroit Medical Center	3990 John R St		Detroit		4821/2183138102	LIC-Self Op Hosp/Bus

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

MI	Detroit Metropolitan Airport	2562 Worldgateway Pl	McNamara Terminal, Core <u>10</u>	~~0~~ ~~Detroit~~ <u>Detroit</u>		~~422627349134~~ 81	LIC-Hejeij
MI	Detroit Metropolitan Airport-North Terminal	601 Rogell Dr Ste 4007	Suite 4007	Detroit		~~422627349134~~ 81	LIC-HMSHost
MI	Eastern Michigan University	878 W Cross St.	McKenny Hall	Ypsilanti	4819	734/487-0260	LIC-Chartwells
MN	Minnesota State University-Mankato	7 Centennial Student Un		Mankato		~~5001648073926~~ 81	LIC-Sodexo College
MN	University of Minnesota	300 Washington Ave SE		Minneapolis		~~5450376126520~~ 81	LIC-Aramark College/University
MN	St. Cloud State University	720 4th Ave S		Saint Cloud		~~56014423033843~~ 81	LIC-Chartwells
MN	Minneapolis - Saint Paul Intl	C4300 Glumack Dr	C-2560	Saint Paul		~~551130026123546~~ 81	LIC-HMSHost
MN	Minneapolis - Saint Paul Intl	F4300 Glumack Dr	Concourse F	Saint Paul		~~551130026123546~~ 81	LIC-The Grove
MO	Southeast Missouri State University	1 University Plz	MS 1700	Cape Girardeau		~~637014107365125~~ 81	LIC-Chartwells
MO	University of Missouri - Kansas City	5100 Cherry St	Student Union Bldg. #216	Kansas City		~~641024381623560~~ 81	LIC-Sodexo College
MO	Truman State University	901 S Franklin St		Kirkville		~~66013566078541~~ 81	LIC-Sodexo College
MO	Northwest Missouri State University	800 University Dr	J.W. Jones Student Center	Maryville	64468-6015		LIC-Aramark College/University
MO	Missouri University of Science & Technology	1346 N Bishop Ave		Rolla		~~654096557334154~~ 81	LIC-Chartwells
MO	Lindenwood University	209 S Kingshighway St	Spellman Student Center	Saint Charles		~~630016886625522~~ 81	LIC-Pedestal
MO	Missouri Western State University	4525 Downs Dr	Blum Student Union Food ~~Cour~~ <u>Saint</u> <u>Court</u>	<u>Saint</u> Joseph		~~645722610672144~~ 81	LIC-Aramark College/University
MO	St. Louis College of Pharmacy	4588 Parkview Pl	Parkview Cafe	Saint Louis		~~63101023144681~~ 81	LIC-Pedestal
MO	Missouri State University	901 S National	Plaster Student Union	Springfield		~~688700274783642~~ 81	LIC-Chartwells
MO	University of Central Missouri	517 South Holden	Elliott University Union	Warrensburg	6409	660/543-4300	LIC-Sodexo College
MS	Delta State University	200 Washington St	Nowell Student Union ~~Build~~ <u>Building</u>	~~ng~~ <u>Cleveland</u> <u>Clev</u> ~~eland~~		~~3872346628646~~ 81	LIC-Sodexo College
MS	Mississippi College	200 Capitol St	B.C. Rogers Student ~~Center~~ <u>Union</u> <u>Center</u>	<u>Clinton</u>		~~30054286192532~~ 81	LIC-Campus Dining, Inc.
MS	University of Southern Mississippi	118 College Dr	Union Building	Hattiesburg		~~39406026128653~~ 81	LIC-Aramark College/University

	<u>State Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor</u>
MS	Mississippi Valley State University	14000 Highway 82 W	Jacob Aron Student Union	Itta Bena	38941-1400		LIC-Thompson Hosp
MS	Jackson State University	1400 J R Lynch St	Student Center	Jackson		~~39217026197904~~ 81	LIC-Sodexo College
MS	Mississippi Baptist Medical Center	1225 N State St		Jackson		~~3922646197316~~ 81	LIC-Morrison's
MS	Mississippi State University	PO Box 6229	Perry Cafeteria/Darden ~~Avenue~~ <u>Mississippi</u> <u>Avenue</u>	<u>Mississippi</u> State		~~3962266212528~~ 81	LIC-Aramark College/University
MS	HII - Ingalls Shipyard	1000 Access Rd	CSA Cafe	Pascagoula		~~38574528121817~~ 81	LIC-Aramark Business/Industry
Stat	<u>Hinds Community College - Student Center</u>	<u>608 Hinds Blvd</u>		<u>Raymond</u>	<u>39154-8246</u>		

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

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MS	Northwest Mississippi Community College	4975 Highway 51 N		Senatobia	38668-1714	
MS	University of Mississippi	Third Floor Student Union Bldg	University of Miss Food CourtUniversityCourt	University	38677	662/915-6690 LIC-Aramark College/University
NC	Gardner-Webb University	100 S Main St	Dover Campus Center	Boiling Springs		28017-99704464 2406327 LIC-Sodexo College
NC	Appalachian State University	Stadium Dr	Trivette Hall	Boone		28603-001882230 LIC-Self Operated College
NC	Campbell University	85 Main Street	Britt Hall	Buies Creek	2750	910/893-1456 LIC-Aramark College/University
NC	University of NC-Chapel Hill (Lenoir Hall)	36 Lenoir Drive		Chapel Hill		27599-0017046870 LIC-Aramark College/University
NC	University of North Carolina Hospital-Beach	1 Medical Dr	Beach Cafe, Brinkhouse-BullittChapelBrinkhouse-Bullitt	Chapel Hill		27599-0019195202 1 LIC-Aramark Hospital
NC	Charlotte-Douglas International Airport	5501 Birmingham Parkway		Charlotte	2820	704/324-7218 LIC-HMSHost
NC	Gateway Village	800 W Trade St		Charlotte		28202-1183806304 LIC-Eurest
NC	University of NC-Charlotte	9201 University City Blvd	Cone Center ID Office	Charlotte		28223-0017046873 LIC-Chartwells
NC	Wells Fargo Bank	1525 W-W-T Harris Blvd		Charlotte		28202-6527045047 LIC-Eurest
NC	Western Carolina University	160 West University Way	Courtyard Food Court	Cullowhee	2872	828/227-7177 LIC-Aramark College/University
NC	Duke University Medical Center	S Food Ct	Flowers Drive	Durham		27700-0019196868 LIC-Aramark Hospital
NC	North Carolina Central University	500 Nelson Street	W.G Pearson Student CenterDurhamCenter	Durham	27701	919/530-6498 LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

NC	Fayetteville State University	1200 Murchison Rd	Student Center	Fayetteville		2801-423-1062	LIC-Aramark College/University
NC	Methodist University	5400 Ramsey St	Berns Student Center	Fayetteville	28311-1420		LIC-Aramark College/University
NC	NC A&T (NC Agricultural & Technical State Univ.)	E-Market St Alma Morrow Circle	Dining Services	Greensboro	27401-3361	2741-002-3336/ 334-7560	LIC-Sodexo College
NC	University of NC-Greensboro (Elliott Center)	516 Stirling St		Greensboro		2742-505-3334	LIC-Chartwells
NC	East Carolina University - Croatan	5th Street	The Croatan	Greenville	2785	252/328-6477	LIC-Aramark College/University
NC	Lenoir Rhyne University	625 7th Ave NE	Cromer Center - Bear's Lair	Hickory		2801-348-3371	LIC-Aramark College/University
NC	High Point University	1 University Pkwy		High Point	27268-0002		LIC-Aramark College/University
NC	University of NC - Pembroke	355 N Odum Street	James B. Chavis Center	Pembroke	2837	910/775-4195	LIC-Sodexo College
NC	North Carolina State University	2600 Founders Dr		Raleigh		2765-0019-5579	LIC-Self Operated College
NC	University of NC-Wilmington	601 S College Rd		Wilmington		28403-2191-5277	LIC-Aramark College/University
NC	Wingate University	220 N Camden Rd	The Klondike Building	Wingate		2817-4647-2381	LIC-Chartwells
NC	Wake Forest Baptist Medical Center	Medical Center Blvd		Winston Salem		27157-0013-6768	LIC-Sodexo Hospital

<u>State</u>	<u>Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor</u>
NC	Wake Forest University	1834 Wake Forest Rd	Benson Food Court Center	Winston Salem		27109-0003-6754	LIC-Aramark College/University
NC	Winston Salem State University	601 S Martin Luther King Jr Dr	Donald Julian Reaves Student Center	Winston Salem		27103-0003-6752	LIC-Aramark College/University
ND	University of North Dakota	3625 Campus Rd Stop 9033	Memorial Union	Grand Forks		58202-3371-7764	LIC-Self Operated College
NE	University of Nebraska at Kearney	1013 W 27th St	Nebraskan Student Union	Kearney		68940-0003-6550	LIC-Sodexo College
NE	University of Nebraska - Lincoln	1400 R St	Nebraska Union	Lincoln		68583-0742-2613	LIC-MSE College/University

<u>State</u>	<u>Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor Name</u>
NJ	Mutual of Omaha Connie Chung Travel Plaza	33rd & Dodge St Garden State Parkway	Mutual of Omaha Plaza	Omaha Bloomfield	07003	68175-0042-3514	LIC-Eurest
NJ	Delaware Gap Travel Plaza	19 Simpson Rd		Columbia		08322-0103-4670	LIC-Applegreen
NJ	Molly Pitcher Travel Plaza	Mile 71 South Drive		East Windsor	0851		
NJ	Stockton University	101 Vera King Farris Dr	College Center	Galloway		08059-4103-6524	LIC-Chartwells
NJ	Thomas Edison Travel Plaza	Mile Marker 92.9 South	New Jersey Turnpike	Woodbridge	0709		LIC-Applegreen
NM	University of New Mexico	201 La Posada		Albuquerque		87131-0015-5270	LIC-Chartwells
NM	New Mexico State University Student Center	Corbett Ctr Rm 130		Las Cruces		88003-0045-5666	LIC-Sodexo College
NV	Golden Nugget Las Vegas Hotel	129 Fremont St		Las Vegas		89101-5037-0368	LIC-Landry's
NY	NY State Thruway - Chittenango Travel Plaza	2188 Tag Road	NY State Thruway	Canastota	1303		

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

NY	NY State Thruway - Clifton Springs Travel Plaza	Route 96	NY State Thruway	Clifton Springs	1443	315/933-1752	
NY	NY State Thruway - New Baltimore Travel Plaza	Mile Post 127 North & South	NY State Thruway	Hannacroix	1208		
NY	NY State Thruway - Ardsley Travel Plaza	Mile 6	NY State Thruway	Halsing Rd	100		
NY	NY State Thruway - Iroquois Travel Plaza	2576 State Route 5S	NY State Thruway	Little Falls	13365-5005		
NY	Albany International Airport	737 Albany Shaker Rd		Albany Loudonville		1211-10151847205	LIC-OHM
NY	NY State Thruway - Chittenango Plattekill Travel Plaza	Mile Post 266 West 65 North	NY State Thruway	Chittenango Plattekill	1303 7125 89		
OH	University of Akron-Student Center	303 Carroll St	Student Center	Akron		43250063309255	LIC-Aramark College/University
OH	University of Akron-Summit College	225 S Main St	Polsky Building	Akron		43250063309255	LIC-Aramark College/University
OH	Cedarville University	251 N Main St	Library Cafe @ Cedarville University	Cedarville		4348019877644	LIC-PCC
OH	Great American Ball Park	100 Joe Nuxhall Way		Cincinnati		45202-4109	
OH	University of Cincinnati	2701 Bearcat Way	University Tangeman Center	Cincinnati		452100151355610	LIC-Aramark College/University
OH	Cleveland-Hopkins International Airport	5300 Riverside Dr		Cleveland		41353021641732	LIC-United Concessions
OH	Cleveland State University - Manus Food	2121 Euclid Ave		Cleveland		44115-2214	
OH	University of Toledo	2801 W Bancroft St	Student Union	Toledo		43063384953052	LIC-Chartwells
OH	Youngstown State University	1 University Plz	Kilcawley Center	Youngstown		44555-0001	LIC-Chartwells
OK	Southern Nazarene University - Webster	NW 42nd St		Bethany		73008-2764	
OK	Oklahoma Christian University	2501 E Memorial Rd	Edward L. Gaylord University Center	Edmond		730355250542501	LIC-U-Dining

	<u>State Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor</u>
OK	University of Central Oklahoma	100 N University Dr		Edmond		73045074059746	LIC-Chartwells
OK	University of Oklahoma	1400 Asp Ave	Room 133	Norman		73092134053256	LIC-Self Operated College
OK	University of Oklahoma Couch Building	333 3rd St		Norman		730900140532551	LIC-Self Operated College
OK	SSM Health St. Anthony Hospital	535 NW 9th St		Oklahoma City		73102-17040527284	LIC-Sodexo Hospital
OK	University of Oklahoma Health Science Center	1106 N Stonewall Ave	Student Center 132	Oklahoma City		73117-12090527136	LIC-Self Operated College
OK	Oklahoma Baptist University	500 W University St	Geiger Center	Shawnee		74042322055553	LIC-Chartwells
OK	Oklahoma State University	Room 177	Student Union Building	Stillwater		740680040574473	LIC-Self Operated College
OK	Northeastern State University	600 N Grand Ave		Tahlequah		74464230184565	LIC-Sodexo College
OK	Oral Roberts University	7777 S Lewis Ave		Tulsa		741710039184563	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

OK	University of Tulsa	440 S Gary Ave		Tulsa		7414234186312	LIC-Sodexo College
PA	Bloomsburg University	400 E 2nd St	Soltz Residence Hall	Bloomsburg		781513157033954	LIC-Aramark College/University
PA	California University of Pennsylvania	250 University Ave	Natali Student Center	California		1541913172493843	LIC-AVIF
PA	Misericordia University	301 Lake St	Banks Student Center	Dallas		186127327067433	LIC-Metz
Stat	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
PA	Gannon University	Waldron Student Ctr	109 University Square	Erie	16541-000		LIC-Metz
PA	Grove City College	100 Campus Dr		Grove City		161272017244832	
PA	Hersheypark	300 Park Blvd	Founders Way	Hershey		1703327551753831	LIC-Self Op Hosp/Bus
PA	HersheyPark Food Truck	100 W Hersheypark Dr		Hershey		17033272771753433	LIC-Self Op Hosp/Bus
PA	Indiana University of Pennsylvania	319 Pratt Dr		Indiana		150123547243575	LIC-Aramark College/University
PA	Kutztown University	20 Luckenbill Rd	Academic Forum Building	Kutztown		19309203846642	LIC-Aramark College/University
PA	Lock Haven University	401 N Fairview St	Eagle Rock Food Court - ~~Bentley Hall~~ Bentley Hall	Hall Haven Lock Haven		1774523055048428 91	LIC-Aramark College/University
PA	Drexel University	203 N 34th St	Northside Dining Terrace	Philadelphia		19104422158562	LIC-Aramark College/University
PA	Philadelphia International Airport - B/C Connector	8500 Essington Ave	A/B Connector	Philadelphia		1915337521549218	LIC-Hojeij
PA	Philadelphia International Airport - Concourse E	8000 Essington Ave	Concourse E	Philadelphia		1915370625741688 8	LIC-Hojeij
PA	Temple University	1755 N 13th St	Howard Gittis Student Center Philadelphia Center	Philadelphia		1912260118495188 91	LIC-Aramark College/University
PA	Temple University - Morgan Hall	1601 N Broad St	Morgan Hall	Philadelphia		1912260121577782	LIC-Aramark College/University
PA	Duquesne University	600 Forbes Ave		Pittsburgh		152200041233613	LIC-Eat'N Park Hosp
PA	Pittsburgh International Airport	1000 Airport Blvd		Pittsburgh		1523110041247202	LIC-GFNC
PA	University of Pittsburgh	3719 Terrace St	University of Pittsburgh - ~~Petersen Event~~ Petersen Event	Pittsburgh Center 15213		15213442412/6 48-9576	LIC-Chartwells
PA	University of Scranton	900 Mulberry St	DeNaples Student Center	Scranton		1851024757094174	LIC-Aramark College/University
PA	Shippensburg University	408 Lancaster Dr		Shippensburg	17257-114		LIC-Aramark College/University
State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor
PA	Waynesburg University	61 N Washington St	Marisa Field House	Waynesburg	15370-1329		LIC-Aladdin Food Mgmt
PA	West Chester University	Rosedale Ave	Rams Head Food Ct	West Chester		1938300161043627	LIC-Aramark College/University
PA	King's College - King's on the Square	20 Public Sq		Wilkes Barre		1870119157020859	LIC-Chartwells
SC	Anderson University-New Student Center	316 Boulevard City	New Student Center	Anderson	2962	864/231-5555	LIC-AVIF
SC	University of South Carolina Beaufort -	1 University Blvd		Bluffton	29909-6085		

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

SC	College of Charleston - Berry Hall	162 Calhoun St	Berry Hall	Charleston	2940	843/953-1055	LIC-Aramark College/University
SC	The Citadel Military College	4 Avenue of Remembrance		Charleston		2909001843532	LIC-Sodexo College
SC	Clemson University	201 Fernow Street	Fernow Cafe	Clemson	2963	864/656-1272	LIC-Aramark College/University
SC	Clemson University - Hendrix Student Center	Hendrix Student Ctr	720 McMillan Road	Clemson	29634-0001		
SC	University of South Carolina	1718 College St		Columbia		20800180377762	LIC-Aramark College/University
SC	Coastal Carolina University	100 Spadoni Park Circle	Lib Jackson Student Center ~~Center~~ Conway Center	Conway	29528		LIC-Aramark College/University
SC	Bob Jones University	1700 Wade Hampton Blvd	Student Center	Greenville		2541008437018	LIC-Aramark College/University
SC	Furman University-Student Center	3300 Poinsett Hwy		Greenville		2530026429436	LIC-Bon Appetit
SC	~~Prisma Health~~ Greenville Memorial Hospital	701 Grove Rd		Greenville		25542084455601	LIC-Self Op Hosp/Bus
SC	Lander University	320 Stanley Ave	Grier Student Center	Greenwood		269206643882	LIC-Aramark College/University

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor Name
SC	Greenville-Spartanburg International Airport	1900 GSP Drive		Greer		255163643082	LIC-Metz
SC	Myrtle Beach International Airport	1100 Jet Port Rd		Myrtle Beach		2574208438933	LIC-MSE Business/Industry
SC	Newberry College	2100 College St	Kaufman Dining Hall	Newberry		2932126032151	LIC-Sodexo College
SC	Charleston Southern University	9200 University Blvd	Strom Thurmond Center	North	29406-9121		LIC-Aramark College/University
SC	Winthrop University	2020 Alumni Drive	Markley's Food Court	Rock Hill	2973	803/323-3409	LIC-Sodexo College
SC	Wofford College	429 N Church St		Spartanburg		28033126459742	LIC-AVIF
SC	North Greenville University	7801 N Tigerville Rd	Todd Dining Center	Tigerville		2889708497771	LIC-Aramark College/University
SD	South Dakota State University	1421 Student Union Ln	University Student Union	Brookings		50700160569725	LIC-Aramark College/University
SD	Augustana University - Morrison Commons	2112 South Grange Avenue		Sioux Falls	57197-0001		
SD	University of South Dakota	414 E Clark St	Muenster Student Union	Vermillion	57069-2307		LIC-Aramark College/University
TN	Erlanger Health Systems	975 E 3rd St		Chattanooga		340321742377874	LIC-Sodexo Hospital
TN	University of Tennessee-Chattanooga	615 McCallie Ave	107 University Center	Chattanooga		34032042342542	LIC-Aramark College/University
TN	Austin Peay State University	601 College St	Morgan Center University	Clarksville		304400198122174	LIC-Chartwells
TN	Lee University	1120 N Ocoee St		Cleveland		37114542361485	LIC-Sodexo College
TN	Tennessee Tech University	1000 N Dixie	Roaden University Center	Cookeville	38505-0001		LIC-Chartwells

State	Location Name	Location Addr1	Location Addr2	City	Zip	Phone	Contractor
TN	Tusculum University	60 Shiloh Rd	Niswonger Commons	Greeneville		37505542378783	LIC-Chartwells
TN	Lincoln Memorial University	6965 Cumberland Gap Pkwy		Harrogate		37528454238934	LIC-Chartwells

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

TN	Jackson-Madison County Hospital	620 Skyline Dr		Jackson		3801323315416	LIC-Morrison's
TN	Carson Newman University	809 Ken Sparks Way	Maddox Student Activities Center ~~Center~~	Jefferson City	37760-1404		LIC-Aramark College/University
TN	East Tennessee State University	J.L. Seehorn, Jr. Dr	DP Culp Center	Johnson City	3760	423/439-5915	LIC-Sodexo College
TN	University of Tennessee	1015 Phillip Fulmer Way		Knoxville		396453869415	LIC-Aramark College/University
TN	University of Tennessee - Rocky Top	1917 Andy Holt Ave		Knoxville	3799	865/974-6846	LIC-Aramark College/University
TN	University of Tennessee-Martin	133 Boling University Ctr		Martin		382800173188177	LIC-Sodexo College
TN	Bethel University	325 Cherry Ave	Vera Lowe Center	Mc Kenzie		380117673135240	LIC-Self Operated College
TN	Memphis International Airport - Terminal B	2491 Winchester Rd		Memphis		38116-3851	
TN	University of Memphis-University Center	499 University Ctr	University Center Food Court ~~Court~~	Memphis	38152-3460		LIC-Chartwells
TN	University of Tennessee Health Science Center ~~Center~~	910 Madison Ave	The Plaza	Memphis		3810334080144835 CE	LIC-Self Operated College
TN	Middle Tennessee State University	1301 Main St		Murfreesboro		371320016158825	LIC-Aramark College/University
TN	Belmont University	2000 Belmont Blvd	Graphart Center	Nashville		372124086154088	LIC-Sodexo College
TN	Lipscomb University	1 University Park Dr	Bennett Campus Center	Nashville		37204366159662	LIC-Sodexo College
TN	Nashville International Airport	1 Terminal Dr		Nashville	37214-4112		LIC-Delaware North
Stat	Location-Name	Location-Addr1	Location-Addr2	City	Zip	Phone	Contractor-Name
TN	Tennessee State University	3500 John A Merritt Blvd	Floyd-Payne Campus Center ~~Center~~	Nashville		372091506155354 CE	LIC-Aramark College/University
TX	Abilene Christian University	216B McGlothlin Campus Ctr		Abilene		789990013257425	LIC-Chartwells
TX	Hendrick Medical Center	1600 Pine St		Abilene		780104232567030	LIC-Morrison's
TX	University of Texas-Arlington	300 W 1st St		Arlington		7601900181727229	LIC-Chartwells
TX	University of Texas-Austin	24th & Guadalupe	Texas Union	Austin	7871	512/475-6500	LIC-Self Operated College
TX	University of Texas-Austin-SAC	2201 Speedway	Student Activities Center	Austin		787121735124856	LIC-Self Operated College
TX	Lamar University	4405 Jimmy Simmons Blvd	Setzer Student Center	Beaumont	77705	409979/350-6540 645-2602	LIC-Chartwells
TX	University of Mary Hardin - Baylor	900 College St	Student Union Building	Belton		76513-2578	LIC-Sodexo College
TX	West Texas A&M University	Jbk Student Ctr		Canyon		79160018065127	LIC-Aramark College/University
TX	Texas A&M-SBISA	Agronomy Rd		College Station		7873001998581	LIC-Chartwells
TX	Texas A&M University - Memorial Student	Joe Routt Blvd	Memorial Student Center	College Station		7873001998501	LIC-Chartwells
TX	Texas A&M - West Campus Food Hall	336 Olsen Blvd		College Station	7784	979/845-6116	LIC-Chartwells
TX	Texas A&M Commerce	2200 W Neal St		Commerce	7542	903/468-4890	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

TX	Texas A&M Corpus Christi	6300 Ocean Dr Unit 5763		Corpus Christi		7412503618527	LIC-Chartwells

CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State:

TX	Baylor University Medical Center	3500 Gaston Ave	J.G. LaHair @ Baylor Dallas Ed	EdDallasDallas	752601721482032 1E	LIC-Aramark Hospital
TX	Dallas Baptist University	3000 Mountain Creek Pkwy	Mahler Student Center	Dallas	75211-6700	LIC-Self Operated College
TX	Dallas Love Field	8008 Cedar Springs Rd		Dallas	75258521430175	LIC-HMSHost
TX	Southern Methodist University (SMU)	3300 Dyer St # 101	Dining Services	Dallas	75250012478823	LIC-Aramark College/University
TX	Texas Health Presbyterian Hospital - Dallas	8200 Walnut Hill Ln		Dallas	7521402243568	LIC-Self Op Hosp/Bus
TX	Texas Woman's University	420 Administration Dr.	Student Ctr, Rm 001	Denton	7620 940/898-3665	LIC-Chartwells
TX	University of North Texas	PO Box 310877	Student Union Bldg	Denton	7620 940/369-8597	LIC-Self Operated College
TX	Dallas/Fort Worth Intl Airport (DFW) -	CIternational Parkway	Terminal C	Dfw Airport	7526 972/973-7752	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) - ~~Terminal~~ Terminal	DIternational Parkway	Terminal D	Dfw Airport	7526 972/973-4489	LIC-HBF M2 Concepts
TX	Dallas/Fort Worth Intl Airport (DFW) -	EInternational Parkway	Terminal E	Dfw Airport	7526 972/973-6430	LIC-OMDWF
TX	University of Texas - Rio Grande Valley	1201 W University Dr	Student Union Building	Edinburg	78520986654	LIC-Sodexo College
TX	University of Texas - El Paso	2051 Wiggins Way	El Paso Natural Gas ~~Conference Center~~ Conference CenterEl	PaseG ePaso	7990 915/747-7459	LIC-Sodexo College
TX	Cook Children's Medical Center	801 7th Ave		Fort Worth	7610427382856	LIC-Self Op Hosp/Bus
TX	Lockheed Martin	1 Lockheed Blvd	Aero Cafe	Fort Worth	76103618177742	LIC-Eurest
TX	Texas Christian University	2901 Stadium Dr	Brown Lupton University ~~UnionFort~~ Union	Fort Worth	76129-0001	LIC-Sodexo College
TX	Pleasure Pier	2501 Seawall Blvd		Galveston	7755095497678	LIC-Landry's
TX	University of Texas Medical Branch	301 N University Blvd		Galveston	7755502497720	LIC-Sodexo Hospital
TX	Houston ~~Baptist~~ Christian University	7502 Fondren Rd	M.D. Anderson Student ~~CenterHouston~~ Center	Houston	77074-3200	LIC-Aramark College/University
TX	Houston George Bush Inter'l Airport -	A2800 N Terminal Rd	Terminal A	Houston	77032583463255	LIC-HMSHost
TX	Houston George Bush Inter'l Airport -	B2800 N Terminal Rd	Terminal B	Houston	77032583463255	LIC-JDDA Concessions
TX	M.D. Anderson Hospital	1515 Holcombe Blvd	Box 58, Food Court	Houston	77034007137922	LIC-Self Op Hosp/Bus
TX	One Allen Center	500 Dallas St		Houston	77024007136938	LIC-Restaurant Innovative
TX	Pennzoil Place	711 Louisiana St Ste 100		Houston	770227117135512	LIC-Restaurant Innovative
TX	Texas Childrens Hospital -Wallace Tower Food	~~6621Cour~~ 6621Cour Fannin St	Foodcourt	Houston	77032583463255 CE	LIC-Morrison's
TX	Texas Medical Center	6550 Bertner Ave		Houston	77032583463255	LIC-Aramark Business/Industry
TX	Texas Southern University	3100 Cleburne St	Sterling Student Life ~~CenterHouston~~ Center	Houston	7704450822398 1E	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

State:

TX	University of Houston-Downtown	1 Main St		Houston		7702-1047322-8	LIC-Chartwells
TX	University of Houston-University Center	4700 Calhoun Rd	American Cafe/Univ. Ctr., ~~Room Houston~~ Room 121	Houston	~~7704-7048328-25~~ ~~4258~~	7704-7048328-25 8	LIC-Chartwells
TX	William P. Hobby Airport	7800 Airport Blvd	International Terminal	Houston		7706-1451364-07	LIC-NPR
TX	Sam Houston State University	1717 Avenue J	Campus Dining Service	Huntsville		7730-5538629-19	LIC-Aramark College/University
TX	Texas A&M University-Kingsville	1050 E Santa Gertrudis St	Memorial Student Union Bu Building (MSUB)Kingsville	~~Idi-Kingsville(MS~~		~~7866-401361534-7~~	LIC-Aramark College/University
TX	Texas A&M International University	5201 University Blvd	Student Center Food Court	Laredo		78041-1920	LIC-Aramark College/University
TX	Covenant Medical Ctr (Methodist Hosp)	3615 19th St		Lubbock		7940-10886725-0	LIC-Aramark Hospital
TX	Texas Tech University	15th and Akron	Housing and Dining ~~ServicesLubbock~~ Services	Lubbock		~~7940-11486742-6~~ ~~1~~	LIC-Self Operated College
TX	Texas Tech University - College of Business	703 Flint Ave	College of Business	Lubbock		7940-98086742-0	LIC-Self Operated College
TX	Texas Tech University - Sam's West	3211 18th St	Sam's Place Wiggins	Lubbock		7940-98086742-6	LIC-Self Operated College
TX	East Texas Baptist University	1 Tiger Dr	Ornelas Student Center	Marshall		7550-41298948	LIC-Sodexo College
TX	Stephen F. Austin University	University Center Vista Dr	Room 109	Nacogdoches		7562-00196485	LIC-Chartwells
TX	Prairie View A&M University	L.W. Minor Street	Memorial Student Center	Prairie View	7744	936/857-4326	LIC-Sodexo College
TX	University of Texas-Dallas	2601 N Floyd Rd	Founders North Building	Richardson		7580-4097283-47	LIC-Chartwells
TX	Angelo State University	2601 W Avenue N		San Angelo		7600-2013594-18	LIC-Chartwells
TX	St. Mary's University	1 Camino Santa Maria St	Student Dining Center	San Antonio		7825-53210463	LIC-Aramark College/University
TX	University of Texas-San Antonio (UTSA)	1 Utsa Cir	JPL Food Court	San Antonio		7824-16421048-4	LIC-Aramark College/University
TX	University of the Incarnate Word	4301 Broadway		San Antonio		7806-31821089-6	LIC-Sodexo College
TX	USAA Cafe H	9800 Fredericksburg Rd	McDermott Bldg., C-S-W	San Antonio		7880-01210481-4	LIC-Sodexo Business
TX	Texas State University	~~100 Moore Street Bldg-30301~~ Student Center Dr		San Marcos	7866 6	512/245-9930	LIC-Chartwells

CHICK-FIL-A LICENSE LISTING AS OF 12/31/2023

	State-Location-Name	Location-Addr1	Location-Addr2	City	Zip	Phone	Contractor-Name
TX	ExxonMobil	22777 Springwoods Village		Spring		739-425-8272	LIC-Eurest
TX	Tarleton State University	1451 W Jones St		Stephenville		817-322-4989	LIC-Sodexo College
TX	Tyler Junior College	1250 Magnolia Dr	New Student Resident Life Center	CenteTylerTyler		750-330-5354	LIC-Aramark College/University
TX	University of Texas - Tyler	3900 University Blvd	University Center	Tyler		759-019-3567	LIC-Sodexo College
TX	University of Houston - Victoria	3006 North Ben Wilson Street		Victoria	7790	361/485-4506	LIC-Chartwells
TX	Baylor University Student Union	1311 S 5th St		Waco		767-435-4707	LIC-Aramark College/University
TX	Midwestern State University	3410 Taft Blvd	Clark Student Union	Wichita Falls		638-208-0374	LIC-Chartwells
UT	Southern Utah University	351 W University Blvd	Sharwan Smith Student Center	Cedar City		870-245-5551	LIC-Chartwells
UT	Utah Valley University	800 W University Pkwy	Sorenson Student Center	Orem		801-670-1638	LIC-Self Operated College
UT	Brigham Young University	Ernest L. Wilkinson Student Center,	CougareatBYU Food Court	Provo	84602-2410		LIC-Self Operated College
UT	Utah Tech University	225 S 700 E	Gardner Center	Saint George		877-375-5526	LIC-Self Operated College
VA	Virginia Tech	200 Owens Hall	Owens Dining Center	Blacksburg	2406	540/231-4901	LIC-Self Operated College
VA	University of Virginia	Alderman & McCormick Rds.		Charlottesville		220-414-9249	LIC-Aramark College/University
VA	Washington Dulles Airport - Terminal B	1 Saarinen Cir	Terminal B	Dulles		20166-7500	

CHICK-FIL-A LICENSE LISTING AS OF 12/31/22

	<u>State Location Name</u>	<u>Location Addr1</u>	<u>Location Addr2</u>	<u>City</u>	<u>Zip</u>	<u>Phone</u>	<u>Contractor</u>
VA	Washington Dulles International Airport	1 Saarinen Cir	Terminal D	Dulles		2016547035729	LIC-Self Op Hosp/Bus
VA	George Mason University (SUB 1)	4400 University Dr	Student Union Building 1	Fairfax		2030442709389	LIC-Sodexo College
VA	Longwood University	156 S South St		Farmville		2301178443150	LIC-Aramark College/University
VA	Hampton University	Queen & Tyler St		Hampton		23660017577276	LIC-Gourmet Services, Inc.
VA	James Madison University	Msc 902	Dining Services	Harrisonburg		22070015405377	LIC-Aramark College/University
VA	Liberty University - Tilley	1971 University Blvd	Tilley Student Center	Lynchburg		24550024345822	LIC-Sodexo College
VA	Christopher Newport University	1 University Pl		Newport News		2306240575947	LIC-Self Operated College
VA	Norfolk State University	700 Park Ave		Norfolk		2304805578232	LIC-Thompson Hosp
VA	Old Dominion University	1200 Webb Ctr		Norfolk		23590017576333	LIC-Aramark College/University
VA	Old Dominion University - University Village	4100 Monarch Way		Norfolk	23508-2564	23082517576340	
VA	Virginia State University	1 Hayden Dr	Foster Hall Student Center	Petersburg		2308230046872	LIC-Thompson Hosp
VA	Radford University	Fairfax Street	Dalton Hall	Radford	2414	540/831-5351	LIC-Chartwells
VA	Chippenham Hospital	7101 Jahnke Rd		Richmond		23254178045624	LIC-ARIA
VA	Richmond Financial District	1051 E Cary St		Richmond		23219-4251	
VA	Virginia Commonwealth University	900 Park Ave	VCU Dining Services	Richmond		2304919046822	LIC-Aramark College/University
VA	Virginia Commonwealth University Health	403 N 13th St	MCV Campus	Richmond		2328500431084	LIC-Morrison's
VA	William & Mary	249 Richmond Rd	Tribe Square	Williamsburg		23185307572134	LIC-Sodexo College

CHICK-FIL-A LICENSE LISTING AS OF

State	Location-Name	Location-Addr1	Location-Addr2	City	Zip	Phone	Contractor-Name
VA	University of Virginia - Wise	1 College Ave		Wise		~~2038400763388~~ ~~436412~~	LIC-Chartwells
WV	Fairmont State University	1201 Locust Ave	Falcon Center	Fairmont		~~2554251304374~~	LIC-Aladdin Food Mgmt
WV	Marshall University	1 John Marshall Dr		Huntington		~~255033048633~~	LIC-Sodexo College
WV	West Virginia University	1550 University Ave	Mountainlair Student Center	Morgantown		~~2060013042300~~ 17	LIC-Sodexo College
WV	West Virginia University Health Science Center	1 Medical Center Dr		Morgantown		~~2061203042388~~ 71	LIC-Sodexo College

EXHIBIT “F”

LIST OF FORMER OPERATORS

EXHIBIT "F"

Former Operators, whose franchise agreements were terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Chick-fil-A franchise agreement during fiscal year ~~2022~~2023 or who have not communicated with us within ten weeks of our application date:

State	City	Name (Last, First)	Current Business Phone	Last Known Home Phone
~~AR~~ <u>AL</u>	~~Fort Smith~~ <u>Dothan</u>	~~Sparks~~ <u>Koch,</u> ~~Asa~~ <u>Jeffrey</u>	Unknown	~~479-459-5152~~ <u>334-400-344</u> <u>4</u> (M)
~~AR~~ <u>AL</u>	~~Little Rock~~ <u>Tuscaloosa</u>	~~Paine,~~ ~~Robert~~ <u>Donaldson,</u> <u>Bryce</u>	Unknown	~~501-539-0179~~ <u>205-393-601</u> <u>1</u> (M)
~~AZ~~ <u>AZ</u> <u>R</u>	~~Phoenix~~ <u>Cabot</u>	~~Thomas, James,~~ ~~Jr.~~ <u>Grinbarg,</u> <u>Anthony</u>	Unknown	~~480-717-0566~~ <u>501-449-202</u> <u>0</u> (M)
~~CA~~ <u>AR</u>	~~Torrance~~ <u>Maumelle</u>	~~Arevalo,~~ ~~Erwin~~ <u>Tucker, Paul,</u> <u>Jr.</u>	Unknown	~~310-951-5041~~ <u>770-833-855</u> <u>9</u> (M)
~~CO~~ <u>AZ</u>	~~Colorado Springs~~ <u>Gilbert</u>	~~Andersen,~~ ~~James~~ <u>Caballero,</u> <u>Kimberly</u>	Unknown	~~719-310-5997~~ <u>480-316-548</u> <u>2</u> (M)
~~CO~~ <u>AZ</u>	~~Denver~~ <u>Phoenix</u>	~~Wellmaker,~~ ~~Kristopher~~ <u>Johnson,</u> <u>Russell</u>	Unknown	~~772-205-9208~~ <u>480-252-092</u> <u>5</u> (M)
~~DE~~ <u>A</u> <u>Z</u>	~~Dover~~ <u>Queen Creek</u>	~~Johnson,~~ ~~Marybel~~ <u>Purvis,</u> <u>Jason</u>	Unknown	~~302-535-6872~~ <u>803-239-888</u> <u>8</u> (M)
~~FL~~ <u>C</u> <u>A</u>	~~Fort Myers~~ <u>Lancaster</u>	~~Bishop~~ <u>Lat,</u> ~~Steven~~ <u>Natalie</u>	Unknown	~~239-560-2573~~ <u>661-992-805</u> <u>3</u> (M)
~~FL~~ <u>C</u> <u>A</u>	~~Jacksonville~~ <u>Los Angeles</u>	~~Storm, Marinus,~~ ~~Jr.~~ <u>McCutcheon,</u> <u>Ashley</u>	Unknown	~~904-343-7088~~ <u>404-644-633</u> <u>9</u> (M)
~~FL~~ <u>C</u> <u>A</u>	~~Largo~~ <u>San Clemente</u>	~~Hooper~~ <u>Baker,</u> ~~Evan~~ <u>Erik</u>	Unknown	~~561-313-0095~~ <u>949-285-145</u> <u>7</u> (M)
~~FL~~ <u>C</u> <u>O</u>	~~Orlando~~ <u>Grand Junction</u>	~~Dixon~~ <u>Walsh,</u> ~~Henry~~ <u>Joseph, Jr. III</u>	~~Unknown~~ <u>Deceased</u>	~~407-256-7574~~ ~~(M)~~ <u>Deceased</u>
~~FL~~	~~Tallahassee~~ <u>Ocala</u>	~~Mattina,~~ ~~Jamie~~ <u>Machtel,</u> <u>Deborah</u>	Unknown	~~850-696-9338~~ <u>813-360-203</u> <u>7</u> (M)
~~FL~~ <u>G</u> <u>A</u>	~~Winter Park~~ <u>Commerce</u>	~~Florin, Elie~~ <u>Phillips,</u> <u>Margaret</u>	Unknown	~~407-758-0710~~ <u>770-314-504</u> <u>4</u> (M)
~~GA~~	~~Atlanta~~ <u>Cumming</u>	~~Turner~~ <u>Ridzon,</u> ~~Andrew~~ <u>John</u>	Unknown	~~678-333-3553~~ <u>678-231-914</u> <u>7</u> (M)
~~IN~~ <u>G</u> <u>A</u>	~~Noblesville~~ <u>Perry</u>	~~Riggs,~~ ~~William~~ <u>Grossnickle,</u> <u>David</u>	Unknown	~~317-750-7792~~ <u>478-960-429</u> <u>8</u> (M)
~~LA~~	~~Metairie~~	~~Maloney, Thomas~~	~~Deceased~~	~~Deceased~~
~~MD~~ <u>GA</u>	~~Cumberland~~ <u>Savanna</u> <u>h</u>	~~Ward,~~ ~~Donald~~ <u>Williams,</u> <u>Vicki</u>	Unknown	~~681-266-9210~~ <u>770-880-029</u> <u>0</u> (M)
~~MN~~ <u>I</u>	~~Blaine~~ <u>Chicago</u>	~~Hadrava,~~	Unknown	~~612-322-8789~~ <u>773-354-813</u>

<u>L</u>		~~Joshua~~ <u>Silich, Lauren</u>		<u>6 (M)</u>
~~MOI~~ <u>L</u>	~~Saint~~ <u>Charles</u> ~~Machesney~~ <u>Park</u>	~~Dothager,~~ <u>Brianna</u> ~~Wild, Erika~~	Unknown	~~618-806-0012~~ <u>815-721-231</u> <u>9 (M)</u>
~~NC~~ <u>KS</u>	~~Fayetteville~~ <u>Overland</u> <u>Park</u>	~~Arnold,~~ <u>William</u> ~~Harris,~~ <u>Randall</u>	Unknown	~~910-850-0688~~ <u>913-927-683</u> <u>0 (M)</u>
~~NCL~~ <u>A</u>	~~Raleigh~~ <u>Jefferson</u>	~~de Leon,~~ <u>Arthur</u> ~~Bolden, Jules~~	Unknown	~~919-602-0355~~ <u>504-427-629</u> <u>0 (M)</u>
~~NJN~~ <u>C</u>	~~Howell~~ <u>Smithfield</u>	~~Bassett,~~ <u>Jeffery</u> ~~Dimsdale,~~ <u>Brian</u>	Unknown	~~732-859-7353~~ <u>919-631-073</u> <u>8 (M)</u>
~~NJ~~	~~Union~~	~~Strole, James~~	~~Deceased~~	~~Deceased~~
~~OH~~ <u>NM</u>	~~Poland~~ <u>Albuquerque</u>	~~McCullough, Gail,~~ <u>Jr.</u> ~~Spadoni, Leonard~~	Unknown	~~330-717-7205~~ <u>505-410-299</u> <u>2 (M)</u>
~~PAN~~ <u>M</u>	~~East Norriton~~ <u>Santa</u> <u>Fe</u>	~~Zarkoski~~ <u>Ruse,</u> <u>Alan</u> ~~Mark~~	Unknown	~~610-212-9196~~ <u>505-470-829</u> <u>4 (M)</u>
~~PAS~~ <u>C</u>	~~Exton~~ <u>Greenville</u>	~~Walsh~~ <u>Jordan,</u> <u>Jay</u> ~~Douglas~~	Unknown	~~484-459-1262~~ <u>864-275-755</u> <u>7 (M)</u>
~~TX~~	~~Amarillo~~ <u>Longview</u>	~~DeCoux, George,~~ <u>HP</u> ~~Puckett, Jeremy~~	Unknown	~~210-501-7887~~ <u>903-399-637</u> <u>4 (M)</u>
~~TX~~	~~Dallas~~	~~McGee, Stacey~~	~~Unknown~~	~~214-293-1919 (M)~~
~~TX~~	~~Houston~~	~~Masters, N. Morris~~	~~Unknown~~	~~713-992-9183 (M)~~
~~TXV~~ <u>A</u>	~~Hutto,~~ <u>Pflugerville</u> ~~Chesape~~ <u>ake</u>	~~Thompson~~ <u>Cichorz,</u> <u>Kirk</u> ~~John~~	Deceased	Deceased
~~TXV~~ <u>A</u>	~~Irving~~ <u>Richmond</u>	~~Northen,~~ <u>Cody</u> ~~Lighty,~~ <u>Jonathan</u>	Unknown	~~972-977-7316~~ <u>865-806-312</u> <u>2 (M)</u>
~~TX~~	~~San Antonio~~	~~De La Cruz,~~ <u>Gregorio, III</u>	~~Unknown~~	~~210-889-1966 (M)~~
~~UT~~	~~Layton~~	~~Saxton, Craig~~	~~Unknown~~	~~801-920-4266 (M)~~
~~UT~~	~~Riverton, South~~ <u>Jordan</u>	~~Pickle, Rebeeca~~	~~Unknown~~	~~801-755-1821 (M)~~
~~VA~~	~~Stafford~~	~~Brown, Leslie~~	~~Unknown~~	~~540-424-6070 (M)~~
~~WV~~	~~Triadelphia~~	~~Diamond, Shawn~~	~~Unknown~~	~~412-951-7214 (M)~~

EXHIBIT “G”

STATE SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF CALIFORNIA**

The California Department of Financial Protection and Innovation requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.* To the extent that the Franchise Disclosure Document for use in the State of California contains provisions that are inconsistent with the following, such provisions are hereby amended:

1. The following is added as the last paragraph to the cover page of the Disclosure Document:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

2. In Item 3, “Litigation” shall be amended by the addition of the following paragraphs:

Pursuant to California law, Item 3 does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of *nolo contendere*.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, *et seq.*) suspending or expelling such person from membership in such association or exchange.

3. **THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.**

4. The Item 17 table for the Franchise Agreement, item n, under the subheading “Franchisor’s right of first refusal to acquire franchisee’s business” shall be amended to read as follows:

n. Franchisor’s right of first refusal to acquire franchisee’s business	FA 21.5	We have the right of first refusal to purchase an interest in the Franchise Agreement, the Lease, the Chick-fil-A Restaurant business or in you (if you are a business entity) which is for sale and for which you claim to have received a bona fide offer to purchase. We have 60 days from our receipt of the notice of the offer to exercise our right of first refusal to purchase the interest under the same terms as those contained in the offer.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

6. The Item 17 table for the Lease and any Concession Sublicense Agreement, item n, under the subheading “Franchisor’s right of first refusal to acquire franchisee’s business” shall be amended to read as follows:

n. Franchisor’s right of first refusal to acquire franchisee’s business	Lease 14.5 Concession Sublicense Agr. 9	See item n of the table above for the Franchise Agreement.

7. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

8. Item 17, “Renewal Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraph(s) at the conclusion of the Item for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement:

The following notice is required to be inserted in this Franchise Disclosure Document by the State of California whenever an applicable provision is included in a franchise agreement. Chick-fil-A reserves the right to attempt to enforce all of the provisions listed below in which Chick-fil-A indicates that the “provision may not be enforceable under California law.”

The Franchise Agreement, the Lease and any Concession Sublicense Agreement each provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101, *et seq.*).

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning non-renewal, transfer and termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code provides rights to you concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code also provides rights to you concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement, the Lease or any Concession Sublicense Agreement contains a provision that is inconsistent with the law, the law will control.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement, the Lease or any Concession Sublicense Agreement, this provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires payment of liquidated damages that are inconsistent with California Civil Code Section 1671, the liquidated damages provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, this provision may not be enforceable under California law.

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires that it be governed by a state's law, other than the State of California, this provision may not be enforceable under California law.

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.

9. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional and any other requirements of the California law applicable to the provision are met independent of and without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional or any other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF CALIFORNIA**

In recognition of the requirements of California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.*, the parties to the Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 24.1(1)(e) of the Franchise Agreement, under the heading entitled "Termination," and Section 10.1 of the Lease, under the heading entitled "Default," shall be supplemented by the addition of the following language:

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

2. Section 2 of the Franchise Agreement, under the heading entitled "Term and Additional Businesses," Section 24 of the Franchise Agreement, under the heading entitled "Termination," Section 2 of the Lease entitled "Site, Term and Use," Section 10 of the Lease entitled "Default, Termination and Remedies," Section 4 of any Concession Sublicense Agreement entitled "Term; Termination," and Section 7 of any Concession Sublicense Agreement entitled "Default; Termination and Expiration," shall be supplemented by the addition of the following language:

California Business and Professions Code Sections 20000 through 20043 provide rights to the Franchise concerning non-renewal, transfer and termination of the Franchise Agreement, the Lease(s) and any Concession Sublicense Agreement. The Federal Bankruptcy Code provides rights to the Franchise concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement. The Federal Bankruptcy Code also provides rights to the Franchise concerning termination of the Franchise Agreement, the Lease and any Concession Sublicense Agreement upon certain bankruptcy-related events. To the extent the Franchise Agreement, the Lease and any Concession Sublicense Agreement contains a provision that is inconsistent with the law, the law will control.

3. Section 19 of the Franchise Agreement, under the heading entitled "Competition," shall be supplemented by the addition of the following language:

The Franchise Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Franchise Agreement. This provision may not be enforceable under California law.

4. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and

remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

5. Section 24.3 of the Franchise Agreement, under the heading entitled "Termination," and Section 11 of the Lease, under the heading entitled "Holdover," shall be supplemented by the addition of the following language:

The Franchise Agreement contains a liquidated damages provision. Under California Civil Code Section 1671, certain liquidated damages provisions are unenforceable. The liquidated damages provision contained in the Franchise Agreement may not be enforceable under California law.

6. Section 21 of the Franchise Agreement, under the heading entitled "Transferability of Interest" shall be supplemented by the addition of the following section:

21.5 Notwithstanding anything to the contrary in this Agreement, if the Operator or, as applicable, the Operator-Owner, is determined to have or has a right under applicable law, to transfer or assign any legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and their operations and/or the Sites or in any approved transferee business entity that has been expressly appointed and named by Chick-fil-A as the franchised Operator under this Agreement, then in the event the Operator or, as applicable, the Operator-Owner, claims to receive or receives a bona fide offer deemed acceptable from a third party to purchase the legal, beneficial or equity interest in this Agreement, any attached Lease(s), the Businesses and their operations and the Sites or in any approved transferee business entity or any portion thereof, Chick-fil-A shall have a right of first refusal to be the purchaser under the same terms and conditions contained in the offer or purchase and sale document. The Operator or, as applicable, the Operator-Owner, shall provide Chick-fil-A with a fully-executed copy of the offer or purchase and sale document (including any exhibits or referenced documents) for the proposed sale, which shall expressly be subject to Chick-fil-A's right of first refusal, and Chick-fil-A shall have 60 days from receipt to give notice to the Operator or, as applicable, the Operator-Owner, whether Chick-fil-A is exercising its right of first refusal, provided that Chick-fil-A may substitute cash for any form of payment proposed in such offer. Chick-fil-A may purchase the interest itself or assign its right without recourse to a nominee, including its affiliate or a franchisee, who will purchase the interest directly from the Operator or, as applicable, the Operator-Owner. Chick-fil-A or its nominee, if applicable, shall have not less than 30 days after Chick-fil-A's acceptance of the offer to consummate the transaction. Chick-fil-A's election not to exercise its right of first refusal as to any offer does not constitute consent to any proposed transfer. If Chick-fil-A does not exercise this right of first refusal, the offer may be accepted by the Operator or, as applicable, the Operator-Owner, subject to the prior written approval of Chick-fil-A, only as provided in the Guidelines, including any then current Operator selection and approval policy and any of Chick-fil-A's other then-current policies, procedures, programs, and other standards and specifications. Nothing contained in this Section 21.5 shall in any way be deemed to impair Chick-fil-A's sole and exclusive business judgment in considering, approving or disapproving any request to transfer or assign the interest. If the Operator or, as applicable, the Operator-Owner, does not accept the offer within 90 days of the date of the

offer and thereafter close within 30 days after acceptance, or modifies the offer or terms of sale in any way, the offer or purchase and sale document, as modified if applicable, must be resubmitted to Chick-fil-A and Chick-fil-A will again have 60 days to exercise the right of first refusal. Chick-fil-A's failure to exercise its right of first refusal shall not be deemed a waiver of future rights of first refusal. Any transfer or assignment or attempted transfer or assignment of the interest other than a transfer or assignment to any approved transferee business entity pursuant to the terms, conditions, representations, warranties, covenants and agreements of this Section 21 and Section 26, without first giving Chick-fil-A the right of first refusal described in this Section 21.5 shall be void and of no force or effect.

7. Section 14.5 of the Lease, under the heading entitled "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment" shall be supplemented by the addition of the following language:

Notwithstanding anything to the contrary in this Agreement, if the Operator or, as applicable, the Operator-Owner, is determined to have or has a right under applicable law, to transfer or assign any legal, beneficial or equity interest in this agreement or the Operator's estate or interest in this agreement or in the Site or in the Operator (if Operator is an entity), Chick-fil-A shall have a right of first refusal to be the purchaser under the same terms and conditions contained in the offer or purchase and sale document pursuant to Section 21.5 of the Franchise Agreement.

8. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

10. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

11. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

12. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

13. Section 28.10 of the Franchise Agreement, under the heading entitled “General Provisions,” Section 14.10 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

The Franchise Agreement, the Lease and any Concession Sublicense Agreement each requires litigation to be conducted in a forum other than the State of California. This provision may not be enforceable under California law.

14. Section 28.9 of the Franchise Agreement, under the heading entitled “General Provisions,” Section 14.8 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

The Franchise Agreement, the Lease and any Concession Sublicense Agreement each requires that it be governed by a state’s law, other than the State of California. This provision may not be enforceable under California law.

15. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

16. Notwithstanding the contents of this Amendment, Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the Franchise Agreement, the Lease and any Concession Sublicense Agreement listed above in which the parties have indicated that the “provision may not be enforceable under California law.”

17. The parties acknowledge and agree that each provision of this Amendment to the Franchise Agreement, the Lease and any Concession Sublicense Agreement shall be effective only to the extent that the jurisdictional (and any other then-current requirements) of the California law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this California Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF HAWAII**

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Hawaii shall be amended as follows:

1. The Risk Factors on the State Cover Page of the Disclosure Document are supplemented by adding the following:

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

4. Item 17 is supplemented by adding the following at the end:

No release language in the Franchise Agreement, the Lease or any Concession Sublicense Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising in the State of Hawaii.

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.

5. Item 20 is supplemented by adding the following at the end:

The following list reflects the status of our franchise registrations in states which have franchise registration and/or disclosure laws:

A. This proposed registration is on file or will shortly be on file and effective in the following states: Michigan, Minnesota, South Dakota, Washington and Wisconsin.

B. The registration is exempt from the registration requirements of the following states: California, Illinois, Indiana, Maryland, New York, North Dakota, Rhode Island, and Virginia.

C. States which have refused, by order or otherwise, to register these franchises: None

D. States which have revoked or suspended the right to offer the franchises: None.

E. States in which the proposed registration of these franchises has been withdrawn:
None

6. Each provision of this Hawaii Addendum to the Disclosure Document will be effective only to the extent that, with respect to the provision, the jurisdictional requirement of the Franchise Investment Law of Hawaii is met independently without reference to this Hawaii Addendum.

**AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF HAWAII**

In recognition of the requirements of Hawaii law, including the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E, Sections 482E-1 31000 et seq., the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled “Franchise Relationship” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled “General Provisions,” is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements,

oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

4. Section 14.6 of the Lease, under the heading entitled “General Provisions,” is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A’s representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator’s entry into this Lease (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled “Execution; Entire Agreement; Counterparts,” is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the ~~Satellite~~Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A’s representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator’s entry into the Franchise Agreement and if applicable this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled “Operator Warranties and Obligations” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

7. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

8. The parties acknowledge and agree that each provision of this Amendment to the Franchise Agreement, the Lease and any Concession Sublicense Agreement shall be effective only to the extent that the jurisdictional (and any other then-current requirements) of the Hawaii law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Hawaii Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Illinois shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. Item 17 shall be supplemented by adding the following language at the end:

The conditions under which your Franchise Agreement and Lease (and any Concession Sublicense Agreement) can be terminated and your rights upon non-renewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

The Operator’s rights upon non-renewal regarding repurchase may be affected by Illinois law, 815 ILCS 705/20. In the event that Chick-fil-A does not renew the Franchise Agreement, Chick-fil-A will compensate

the Operator either by repurchase or by other means for the diminution in value of the franchised business caused by the expiration of the Franchise Agreement, if Chick-fil-A is required to do so by Illinois law, 815 ILCS 705/20.

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.

4. The Item 17 provision, item v., entitled “Choice of forum” shall be amended for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement so that it reflects that litigation must occur in the state of Illinois.

5. The Item 17 provision, item w., entitled “Choice of law” shall be supplemented for the table for the Franchise Agreement and the table for the Lease and any Concession Sublicense Agreement by the following language:

This provision may not be enforceable under Illinois law. Illinois law will apply to all claims arising under the Illinois Franchise Disclosure Act of 1987.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement, Sections 2 and 10 of the Lease and Sections 4 and 7 of any Concession Sublicense Agreement shall be supplemented by the following language:

If any of the provisions of this Section concerning termination or non-renewal are inconsistent with Sections 19 or 20 of the Illinois Franchise Disclosure Act of 1987, then said Illinois law shall apply.

2. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

3. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

4. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the

Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the [SatelliteCaptive Venue](#) Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or

attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled “Operator Warranties and Obligations” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

8. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement:

This Agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, the choice of law in this Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease or Section 9 of any Concession Sublicense Agreement, as applicable, shall be void with respect to any cause of action arising under the Illinois Franchise Disclosure Act of 1987.

9. Section 28.10 of the Franchise Agreement and Section 14.10 of the Lease shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement:

The parties hereto agree that if a controversy or claim between them arises out of or relates to this Agreement or the relationship between the Operator and Chick-fil-A and results in litigation, the state and federal courts located in the state of Illinois shall have jurisdiction to hear and decide such matters, and each party hereby submits to the jurisdiction of such courts. The parties further acknowledge and agree that such courts are convenient forums for the litigation of any controversy or claim which may arise out of or relating to this Agreement and that those courts shall have exclusive jurisdiction for such litigation arising under the Illinois Franchise Disclosure Act of 1987.

10. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

11. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Illinois Franchise Disclosure Act of 1987 are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Illinois Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of Indiana shall be amended as follows:

1. Item 3, "Litigation," shall be supplemented by the addition of the following language:

Neither Chick-fil-A nor any person identified in Item 2 above has any administrative, criminal or material civil action pending against them alleging a violation of a franchise antitrust or securities law, unfair or deceptive practices, or comparable allegations.

Neither Chick-fil-A, nor any person identified in Item 2 above, is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency.

2. Item 12, "Territory," shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Operator within a reasonable area of your Chick-fil-A Restaurant.

3. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, items b and c, under the subheadings entitled "Renewal or extension of term" and "Requirements for franchisee to renew or extend," shall be supplemented by the addition of the following language:

Indiana State Code 23-2-2.7-1(5) deems it unlawful for the Operator to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve Chick-fil-A from liability imposed by Indiana State Code 23-2-2.7.

4. The Item 17 table for the Franchise Agreement, item r, under the subheading entitled "Non-Competition covenants after the franchise is terminated or expires," shall be supplemented by the addition of the following language:

The post-termination covenant not to compete complies with Indiana State Code 23-2-2.7-1(9) which prohibits Chick-fil-A from prohibiting the Operator from competing for a period longer than 3 years or in an area greater than the exclusive area, if any, contained in the Franchise Agreement.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading "Integration/merger clause" shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

6. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

7. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v, under the subheading entitled “Choice of forum,” shall be amended by the addition of the following language:

The requirement under the Franchise Agreement, the Lease and any Concession Sublicense Agreement that litigation be conducted in a forum other than the State of Indiana may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

8. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w, under the subheading entitled “Choice of law” shall be amended by the addition of the following language:

The Indiana Deceptive Franchise Practices Act requires that Indiana law govern any cause of action which arises under the Indiana Franchise Disclosure Law or the Indiana Deceptive Franchise Practices Act.

9. Item 17 is supplemented by adding the following at the end:

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.

10. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF INDIANA**

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 2.2 of the Franchise Agreement, under the heading entitled “Term and Additional Businesses,” Section 2.3 of the Lease, under the heading “Term,” and Section 4(a) of any Concession Sublicense Agreement, under the heading “Term; Termination,” shall be supplemented by the addition of the following language:

Chick-fil-A will not refuse to renew the Franchise Agreement, the Lease or any Concession Sublicense Agreement without good cause.

2. Section 4.3 of the Franchise Agreement, under the heading entitled “Business Operation,” shall be supplemented by the addition of the following language:

Chick-fil-A will not compete unfairly with the Operator within a reasonable area of the Operator’s franchised Chick-fil-A Restaurant businesses.

3. Section 22.1 of the Franchise Agreement, under the heading “Remedies,” Section 10.5 of the Lease, under the heading “Irreparable Harm,” and Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment,” are supplemented by adding the following sentence at the end:

Any reservation of rights by Chick-fil-A to injunctive relief and specific damages or limitations on the remedies available to either party without benefit of appropriate process is prohibited under IC 23-2-2.7-1(10). The Operator cannot be required to recognize the adequacy or inadequacy of any remedy. The waiver or release of any rights by the Operator with regard to this Agreement is prohibited to the extent required under IC 23-2-2.7-1(5).

4. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator

(and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

5. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following:

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

6. Section 27 of the Franchise Agreement, under the heading "Indemnification", Section 12.1 of the Lease, under the heading "Indemnification," and Section 10 of any Concession Sublicense Agreement, under the heading "Indemnification and Waiver," are supplemented by adding the following sentence at the end:

In no event will this indemnification apply to liability caused by your proper reliance on or use of procedures or materials provided by Chick-fil-A or because of Chick-fil-A's negligence.

7. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator

concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

9. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the ~~Satellite~~Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

10. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

11. Section 28.9 of the Franchise Agreement, under the heading entitled “General Provisions,” and Section 14.8 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

If the Franchise Agreement, the Lease or any Concession Sublicense Agreement requires that it be governed by a state’s laws other than the State of Indiana, to the extent that such laws conflict with the Indiana Deceptive Franchises Practices Act and the Indiana Franchises Act, the Acts will control.

12. Section 28.10 of the Franchise Agreement, under the heading entitled “General Provisions,” Section 14.10 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1(10).

13. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

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

14. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Indiana Franchise Disclosure Law and the Indiana, Indiana Code §§ 23-2-2.5-1 to 23-2-2.5-51, and the Indiana Deceptive Franchise Practice Act, Indiana Code §§ 23-2-2.7-1 to 23-2-2.7-7, are met independently without reference to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Indiana Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

By: _____

By: _____

Name: _____
Title: _____

Name: _____
Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Ann. Bus. Reg. Sections 4-201 – 14-233 (1994), the Franchise Disclosure Document For Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Maryland shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The sentences in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v, under the subheading entitled “Choice of forum” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights you may have under Section 14-216(c)(25) of the Maryland

Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

4. The sentences in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w, under the subheading entitled “Choice of law” shall be supplemented by the addition of the following language: Choice of law

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights Operator may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

5. Item 17 is supplemented by adding the following at the end:

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.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the "Franchise Agreement") and its attached Lease (the "Initial Lease") dated as of _____, or its attached Concession Sublicense Agreement ("Concession Sublicense Agreement") as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the "Lease"), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled "Restrictions Deemed Reasonable" shall be amended by deleting the remainder of the final sentence beginning "not based on any representations", so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator's signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any

amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

Nothing in the Franchise Agreement, the Lease, any Concession Sublicense Agreement, or in any related agreement is intended to disclaim or require you to waive reliance on any representation made in the FDD received by the Operator.

4. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

Nothing in the Franchise Agreement, the Lease, any Concession Sublicense Agreement, or in any related agreement is intended to disclaim or require you to waive reliance on any representation made in the FDD received by the Operator.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the [SatelliteCaptive Venue](#) Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind

have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

Nothing in the Franchise Agreement, the Lease, any Concession Sublicense Agreement, or in any related agreement is intended to disclaim or require you to waive reliance on any representation made in the FDD received by the Operator.

6. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the application of Georgia law, the requirement shall not be interpreted to limit any rights the Operator may have to bring a lawsuit for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. Section 28.10 of the Franchise Agreement, Section 14.10 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights the Operator may have under Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the State of Maryland.

8. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following. Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

10. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Maryland Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Minnesota shall be amended to include the following:

1. The fifth paragraph under Item 13 shall be deleted in its entirety, and the following language shall be added in lieu thereof:

CFA Properties and Chick-fil-A have the sole and exclusive right to protect any or all of the trademarks listed above at their own expense. You must notify Chick-fil-A immediately when you learn about possible infringement of CFA Properties’ trademarks. The Franchise Agreement does not require CFA Properties or Chick-fil-A to take affirmative action when notified of these possible infringements. You must cooperate with CFA Properties and us in defending CFA Properties’ trademarks. We will defend you against third-party claims, suits or demands arising out of your use of the trademarks. If we, in our sole business judgment, determine that you used the trademarks in accordance with the Franchise Agreement, then we will bear the cost of your defense, including the cost of any judgment or settlement. If we, in our sole business judgment, determine that you have not used the trademarks in accordance with the Franchise Agreement, then you must bear the cost of your defense, including the cost of any judgment or settlement. Upon any termination of your Franchise Agreement, you must immediately cease all use of the trademarks.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

4. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provisions in item b entitled “Renewal or extension of the term,” item e entitled “Termination by franchisor without cause,” and item f entitled “Termination by franchisor with cause”:

The Minnesota Franchise Act provides franchisees with certain termination and non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of nonrenewal. If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the Franchise Agreement, the Lease and/or any Concession Sublicense Agreement will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

5. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provision in item w entitled “Choice of law”:

If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document require(s) that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

6. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement shall be amended by the addition of the following language at the conclusion of the provision in item v entitled “Choice of forum”:

If the Franchise Agreement, the Lease, any Concession Sublicense Agreement and/or Franchise Disclosure Document requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

7. Item 17 shall be amended by the addition of the following language at the end of the item:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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.

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22 and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules. §§ 2860.0100 through 2860.9930 (collectively, the “Minnesota Franchise Act”), the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement, under the headings entitled “Term and Additional Businesses” and “Termination,” Sections 2 and 10 of the Lease entitled “Site, Term and Use,” and “Default, Termination and Remedies,” and Sections 4 and 7 of any Concession Sublicense Agreement entitled “Term; Termination,” and “Default; Termination and Expiration,” shall be supplemented by the addition of the following language:

The Minnesota Franchise Act provides franchisees with certain termination and non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 3, 4, and 5) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of nonrenewal of the Franchise Agreement. If the Franchise Agreement, the Lease or any Concession Sublicense Agreement contain(s) a provision that is inconsistent with the Minnesota Franchise Act, the provisions of the Franchise Agreement, the Lease and/or any Concession Sublicense Agreement will be superseded by the Minnesota Franchise Act’s requirements and shall have no force or effect.

2. Section 20.3 of the Franchise Agreement, under the heading entitled “Use of the Marks,” shall be deleted in its entirety, and the following language shall be added in lieu thereof:

20.3. CFA Properties and Chick-fil-A shall have the sole and exclusive right, in their sole business judgment, to protect and defend the Marks at their own expense. The Operator agrees to cooperate with CFA Properties and Chick-fil-A in the defense and protection of the Marks and shall promptly and fully advise Chick-fil-A of all knowledge the Operator has concerning any use of a trade name, trademark or other mark that may infringe upon any of the Marks. Chick-fil-A agrees to defend the Operator against any third-party claim, suit, or demand arising out of the Operator’s use of the Marks. If Chick-fil-A, in its sole business judgment, determines that the Operator has used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Chick-fil-A. If Chick-fil-A, in its sole business judgment, determines that the Operator has not used the Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by the Operator.

3. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

4. Section 25.3 of the Franchise Agreement, under the heading entitled “Franchise Relationship” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

5. Section 28.6 of the Franchise Agreement, under the heading entitled “General Provisions,” is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 14.6 of the Lease, under the heading entitled “General Provisions,” is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is

attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the SatelliteCaptive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. Section 28.9 of the Franchise Agreement, under the heading entitled “General Provisions,” Section 14.8 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires that it be governed by a state’s law, other than the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

10. Section 28.10 of the Franchise Agreement, under the heading entitled “General Provisions,” Section 14.10 of the Lease, under the heading entitled “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by the addition of the following language:

If the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sue Chick-fil-A outside of the state of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Operator as provided for in the Minnesota Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

11. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

12. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Minnesota Franchise Act, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Minnesota Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of New York shall be amended as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION.

REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271.

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

2. Item 3, "Litigation," shall be amended by adding the following at the end:

Except as provided above, with regard to the franchisor, its predecessor, a parent or an affiliate who induces franchise sales by promising to back the franchisor financially or otherwise guarantees the franchisor's performance, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law; fraud, embezzlement, fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. Item 4, "Bankruptcy," shall be amended by adding the following at the end:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the ten-year period immediately preceding the date of this Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge for its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 13, "Trademarks," shall be amended by the addition of the following language at the end of the second paragraph following the table of CFA Properties' trademarks, following the sentence:

Furthermore, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of the above-identified marks in this or any other state.

5. Item 5, "Initial Franchise Fee," shall be amended by the addition of the following language at the end:

The initial franchise fee may, in part, be profit to us, and constitutes part of our general operating funds and will be used as such in our business judgment.

6. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement item d under the heading entitled "Termination by franchisee," shall be supplemented by the addition of the following language at the end in the summary

You may terminate the Franchise Agreement and the Lease upon any grounds available by law.

7. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item j under the heading entitled “Assignment of contract by franchisor,” shall be supplemented by the addition of the following language at the end in the summary:

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A’s obligations under the Franchise Agreement and the Lease.

8. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item c under the heading entitled “Conditions for franchisor approval of transfer,” and item m under the heading entitled “Conditions for franchisor approval of transfer” shall be supplemented by the addition of the following language at the end in the summary:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

9. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item q under the heading entitled “Non-competition covenants during the term of the franchise” shall be supplemented by the addition of the following paragraph at the end in the summary:”

You acknowledge that any violation of the terms of the covenants not to compete would result in irreparable injury to Chick-fil-A for which no adequate remedy of law may be available, and you accordingly agree that Chick-fil-A may seek an injunction prohibiting any conduct by you in violation of the terms of the covenant not to compete.

10. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

11. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

12. The Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v under the heading entitled “Choice of forum” and item w under the heading entitled “Choice of law” ” shall be supplemented by the addition of the following language at the end in the summary:

The above choice of law should not be considered a waiver of any right conferred upon Chick-fil-A or upon you by Article 33 of the General Business Law of the State of New York, Article 33.

13. Item 17 is supplemented by adding the following at the end:

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

14. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do agree as follows:

1. Section 11 of the Franchise Agreement, under the heading “Standards of Cleanliness, Sanitation and Business Conduct,” shall be supplemented by the addition of the following language at the end of the Section, which shall be considered an integral part of the Franchise Agreement:

Revisions to the manuals shall not unreasonably affect the Operator’s obligations, including economic requirements, under this Agreement.

2. Section 21.4 of the Franchise Agreement, under the heading “Transferability of Interest,” shall be supplemented by the following language, which shall be considered an integral part of the Franchise Agreement:

However, no assignment shall be made except to an assignee who, in the good faith judgment of Chick-fil-A, is willing and able to assume Chick-fil-A’s obligations under this Agreement.

3. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

4. Section 25.3 of the Franchise Agreement, under the heading entitled “Franchise Relationship” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

5. Section 28.6 of the Franchise Agreement, under the heading entitled “General Provisions,” is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 14.6 of the Lease, under the heading entitled “General Provisions,” is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled “Execution; Entire Agreement; Counterparts,” is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the SatelliteCaptive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A’s representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator’s entry into the Franchise Agreement and if applicable this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled “Operator Warranties and Obligations” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. Section 28.9 of the Franchise Agreement, under the heading “General Provisions,” and Section 14.8 of the Lease, under the heading “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented as follows:

This Agreement/Lease shall be interpreted and construed under the laws relating to the construction and interpretation of contracts of the State of Georgia, without regard to any conflict of law statute or doctrine applicable in the State of Georgia, except that the above choice of law should not be considered a waiver of any right conferred upon the Operator by the General Business Law of New York State, Sections 680-695.

10. Section 27 of the Franchise Agreement, under the heading “Indemnification,” and Section 12.1 of the Lease, under the heading “Indemnification Waiver,” and Section 10 of any Concession Sublicense Agreement, under the heading “Indemnification and Waiver,” shall be supplemented as follows:

Notwithstanding the above, you shall indemnify Chick-fil-A and hold Chick-fil-A harmless from liabilities resulting from your breaches and civil wrongs only.

11. Section 28 of the Franchise Agreement, under the heading “General Provisions,” Section 14 of the Lease, under the heading “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment,” shall be supplemented by adding the following as subsection 28.19, d 14.17 and 9(a), respectively:

To the extent that the Franchise Agreement or the Lease or any Concession Sublicense Agreement requires the Operator to sign a release or to acknowledge facts that would negate or remove from judicial or administrative review any statement, misrepresentation or action that would violate New York law, including New York General Business Law, Article 33, Sections 680 – 695, or a rule or order under the law, the release or acknowledgment of fact will be void with respect to claims arising under New York law. All rights the Operator enjoys and any causes of action arising in the Operator’s favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued under the law remain in force, it being the intent that the non-waiver provisions of Sections 687.4 and 687.5 of the New York General Business Law be satisfied.

12. The following is added as a new Section 28.20 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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. Each provision of this Amendment to the Franchise Agreement and Lease and any Concession Sublicense Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Amendment.

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

CHICK-FIL-A, INC.

OPERATOR

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Disclosure Document for Prospective Franchisees of Chick-fil-A, Inc. for use in the State of North Dakota shall be amended to include the following:

1. The Item 17 table item r, the provision entitled “Non-competition covenants after the franchise is terminated or expires” for the Franchise Agreement shall be supplemented with the following language:

The North Dakota Franchise Investment Law has a statute which limits Chick-fil-A’s ability to restrict your activity after the Franchise Agreement has ended. N.D. Cent. Code § 9-08-06.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

4. The Item 17 table item v, the provision entitled “Choice of forum” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement shall be amended so that it reflects that there is no such provision contained in the Franchise Agreement, the Lease or any Concession Sublicense Agreement for use in North Dakota.

5. The Item 17 table item w, the provision entitled “Choice of law” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement shall be supplemented by the following language:

This provision may not be enforceable under North Dakota law. North Dakota law will apply to all claims arising under the North Dakota Franchise Investment Law.

6. Item 17 is supplemented by adding the following at the end:

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.

7. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF NORTH DAKOTA**

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled “Franchise Relationship” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled “General Provisions,” is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized

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

4. Section 14.6 of the Lease, under the heading entitled “General Provisions,” is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A’s representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator’s entry into this Lease (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled “Execution; Entire Agreement; Counterparts,” is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the ~~Satellite~~Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A’s representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator’s entry into the Franchise Agreement and if applicable this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled “Operator Warranties and Obligations” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

7. Section 28 of the Franchise Agreement, under the heading “General Conditions,” Section 14 of the Lease, under the heading “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be supplemented with the following language:

Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages, or any provision that provides that parties waive their right to a jury trial are generally unenforceable under North Dakota law.

8. Section 28.9 of the Franchise Agreement, under the heading “General Conditions,” and Section 14.8 of the Lease, under the heading “General Provisions,” shall be deleted in their entirety, and the following language shall be added in lieu thereof; the following shall also be added to the end of Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment”:

This agreement is made pursuant to and shall be interpreted under the laws and decisions of the State of Georgia as they now exist and hereafter may be amended or changed from time to time. Notwithstanding the above, this choice of law provision of this Section shall be void with respect to any cause of action arising under the North Dakota Franchise Investment Law.

9. Section 28.10 of the Franchise Agreement, under the heading “General Conditions,” and Section 14.10 of the Lease, under the heading “General Provisions,” shall be deleted in their entirety, and shall have no force or effect. Section 9 of any Concession Sublicense Agreement, under the heading entitled “Compliance with Franchise Agreement and the Assignment,” shall be amended by deleting the following phrases: “**and a Georgia forum**” “and subsection 28.10” in the second sentence.

10. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

11. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51-19-01 through 51-19-17, and any rules and regulations promulgated thereunder, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this North Dakota Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By:_____

By:_____

Name: _____

Title: _____

Name: _____

Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the Franchise Disclosure Document for Prospective Franchisees for Chick-fil-A, Inc. for use in the state of Rhode Island shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The sentence in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item v under the subheading entitled “Choice of forum,” shall be supplemented by the addition of the following language:

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

4. The sentence in the Item 17 table for the Franchise Agreement and the Item 17 table for the Lease and any Concession Sublicense Agreement, item w under the subheading entitled “Choice of law,” shall be supplemented by the addition of the following language:

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

5. Item 17 is supplemented by adding the following at the end:

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.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC.
FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF RHODE ISLAND**

In recognition of the requirements of the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 Sections 19-28.1-1 – 19-28.1-34, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled “Franchise Relationship” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled “General Provisions,” is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the “FDD”).

Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

4. Section 14.6 of the Lease, under the heading entitled “General Provisions,” is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A’s representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator’s entry into this Lease (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled “Execution; Entire Agreement; Counterparts,” is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the ~~Satellite~~Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A’s representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator’s entry into the Franchise Agreement and if applicable this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless

in writing and signed by Chick-fil-A.

6. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled “Operator Warranties and Obligations” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

7. Section 28.9 of the Franchise Agreement, Section 14.8 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or Lease or any Concession Sublicense Agreement requires that it be governed by a state’s law, other than the State of Rhode Island, to the extent that such law conflicts with the Rhode Island Franchise Investment Act, it is void under Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

8. Section 28.10 of the Franchise Agreement, Section 14.10 of the Lease and Section 9 of any Concession Sublicense Agreement shall be supplemented by the following language:

If the Franchise Agreement or Lease or any Concession Sublicense Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under the Rhode Island Franchise Investment Act, Section 19-28.1-14 with respect to any claims arising under Section 19-28.1-14 of the Rhode Island Franchise Investment Act.

9. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

10. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Rhode Island Amendment to the Franchise Agreement and Lease in duplicate as of the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By: _____

By: _____

Name: _____
Title: _____

Name: _____
Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the Franchise Disclosure Document of Chick-fil-A, Inc. for use in the State of South Dakota shall be amended as follows:

1. The “Summary” section in Item 17(q), entitled “Non-competition covenants during term of the franchise” and Item 17(r) entitled “Non-competition covenants after the franchise is terminated or expires”, for the Franchise Agreement, are amended by the addition of the following language:

Covenants not to compete upon termination or expiration of a franchise are generally unenforceable in South Dakota, except in certain instances as provided by law.

2. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

4. Item 17 is supplemented by adding the following at the end:

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.

5. Chick-fil-A reserves the right to attempt to enforce all of the provisions set forth in the Franchise Agreement listed above that may not be enforceable under South Dakota law.

6. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Addendum to the Franchise Disclosure Document.

**AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchise Investment Law, Title 37, Chapter 37-5B, Sections 37-5B-53, the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 19.2 of the Franchise Agreement, under the heading entitled “Competition,” shall be supplemented by the addition of the following language:

The Franchise Agreement contains a covenant not to compete that extends beyond the expiration or termination of the Franchise Agreement. This provision may not be enforceable under South Dakota law.

2. Chick-fil-A reserves the right to attempt to enforce Section 19.2 of the Franchise Agreement listed above even though it may not be enforceable under South Dakota law.

3. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

4. Section 25.3 of the Franchise Agreement, under the heading entitled “Franchise Relationship” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

5. Section 28.6 of the Franchise Agreement, under the heading entitled “General Provisions,” is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the ~~Satellite~~Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the

Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

9. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled "General Provisions":

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

10. Each provision of this Amendment shall be effective only to the extent that, with respect to such provision, the jurisdictional requirements of the South Dakota Franchise Investment Law are met independently without reference to this Amendment.

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

CHICK-FIL-A, INC.

OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the Franchise Disclosure Document For Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Virginia shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. Item 17 of the Franchise Disclosure Document is supplemented by adding the following at the end:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of Virginia law, including the Virginia Retail Franchising Act, §§13.1-557 et seq. of the Code of Virginia, and Rule 21VAC5-110-10 et seq., the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

2. Section 25.3 of the Franchise Agreement, under the heading entitled “Franchise Relationship” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

3. Section 28.6 of the Franchise Agreement, under the heading entitled “General Provisions,” is deleted in its entirety. and replaced by the following:

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

Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

4. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled "Execution; Entire Agreement; Counterparts," is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the ~~Satellite~~Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the

Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled “Operator Warranties and Obligations” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

7. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

8. The parties acknowledge and agree that each provision of this Amendment to the Franchise Agreement, the Lease and any Concession Sublicense Agreement shall be effective only to the extent that the jurisdictional (and any other then-current requirements) of the Virginia law applicable to the provision are met independent of and without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements (or any other then-current requirements) are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Virginia Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the Franchise Disclosure Document for Prospective Franchisees of Chick-fil-A, Inc. for use in the state of Washington shall be amended to include the following:

1. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

2. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

3. Item 17 shall be supplemented with the following language:

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of

arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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.

4. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, the parties to the attached Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Section 2.2 of the Franchise Agreement, under the heading “Term and Additional Businesses”, Section 24.8 of the Franchise Agreement, under the heading entitled “Termination,” Section 2.3 of the Lease, under the heading “Term,” Section 10.2 of the Lease, under the heading “Default, Termination and Remedies,” Section 4 of the Concession Sublicense Agreement under the heading “Term; Termination,” and Section 7 of any Concession Sublicense Agreement under the heading “Default; Termination and Expiration,” shall be amended by adding the following language at the end of the Section:

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

2. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

3. Section 25.3 of the Franchise Agreement, under the heading entitled “Franchise Relationship” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

4. Section 28.6 of the Franchise Agreement, under the heading entitled “General Provisions,” is deleted in its entirety. and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

5. Section 14.6 of the Lease, under the heading entitled “General Provisions,” is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

6. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled “Execution; Entire Agreement; Counterparts,” is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the

operation of the ~~Satellite~~Captive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into the Franchise Agreement and if applicable this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled "Operator Warranties and Obligations" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

8. Sections 28.9 and 28.10 of the Franchise Agreement, under the heading entitled "General Provisions," Sections 14.8 and 14.10 of the Lease, under the heading "General Provisions," and Section 9 of any Concession Sublicense Agreement, under the heading "Compliance with Franchise Agreement and the Assignment," shall be amended by adding the following language at the end of each Section:

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

9. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

10. Section 21.2 of the Franchise Agreement, under the heading entitled “Transferability of Interest,” Section 14.5 of the Lease, under the heading “General Provisions,” and Section 9 of any Concession Sublicense Agreement, under the heading “Compliance with Franchise Agreement and the Assignment,” shall be amended by adding the following language at the end of each Section:

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

11. Sections 20.1, 20.2 and 20.3 of the Franchise Agreement, under the heading entitled “Competition,” shall be amended by adding the following language at the end of each Section:

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

12. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional and other requirements of the Washington Franchise Investment Protection Act, §§ 19.100.010 through 19.100.940, are met independently without reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed this Washington Amendment to the Franchise Agreement and Lease in duplicate on the date first above written.

CHICK-FIL-A, INC.

OPERATOR

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE CHICK-FIL-A, INC.
FRANCHISE DISCLOSURE DOCUMENT FOR PROSPECTIVE FRANCHISEES
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the Franchise Disclosure Document for Chick-fil-A, Inc. for use in the State of Wisconsin shall be amended as follows:

1. Item 17, item b, under the subheading entitled “Renewal or extension of term,” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

Automatically extended for one year periods unless written notice is given at least ninety (90) days prior to the end of the existing term by either party. Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. Item 17, item c, under the subheading entitled “Requirements for franchisee to renew or extend,” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

Automatic renewal unless you or Chick-fil-A give written notice of nonrenewal at least ninety (90) days prior to the end of the existing term. Chick-fil-A will not refuse to renew the Franchise Agreement and the Lease or any Concession Sublicense Agreement without good cause.

3. Item 17, item e, under the subheading entitled “Termination by franchisor without cause,” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be replaced in its entirety by the following language:

Chick-fil-A can terminate you upon 90 days prior written notice to you. Chick-fil-A can also terminate you immediately upon notice to you and payment of the greater of \$1,000 or an amount determined by a formula, or within the first 90 days of the term without notice or any payment, upon termination of the lease or any concession agreement for the site or upon your death. We will not terminate you without good cause.

4. Item 17, item i, under the subheading entitled “Franchisee’s obligations on termination/nonrenewal,” for the Franchise Agreement and the Lease and any Concession Sublicense Agreement, shall be supplemented with the addition of the following language at the conclusion of the item:

Upon termination of the Franchise Agreement by Chick-fil-A, at your option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A’s trademarks sold by Chick-fil-A to you for resale under the Franchise Agreement.

5. The Item 17 table for the Franchise Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	FA 28.6	Only the terms of the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

6. The Item 17 table for the Lease and any Concession Sublicense Agreement, item t, under the subheading “Integration/merger clause” shall be amended to read as follows:

t. Integration/merger clause*	Lease 14 Concession Sublicense Agr. 12	Only the terms of the agreement, including its exhibits, and the Franchise Agreement, including all schedules, exhibits and ancillary agreements are binding (subject to applicable state law, see Exhibit “G”). We caution you not to rely upon any promises or statements not in the agreement and the Franchise Agreement or in this Disclosure Document. You may rely on our representations in this Disclosure Document, including its exhibits and any amendments or supplements. All of the provisions above may not be enforceable under California law. We nevertheless reserve the right to attempt to enforce all of the provisions listed above.

7. Item 17 is supplemented by adding the following at the end:

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.

8. Each provision of this Addendum to the Franchise Disclosure Document shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without reference to this Addendum to the Franchise Disclosure Document. This Addendum shall have no force or effect if such jurisdictional or other requirements are not met.

**AMENDMENT TO THE
CHICK-FIL-A, INC. FRANCHISE AGREEMENT AND LEASE
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, the parties to the Chick-fil-A, Inc. Franchise Agreement (the “Franchise Agreement”) and its attached Lease (the “Initial Lease”) dated as of _____, or its attached Concession Sublicense Agreement (“Concession Sublicense Agreement”) as applicable, and any attached Additional Business Amendment (with its attached Lease or Concession Sublicense Agreement as applicable) (the Initial Lease and any Lease attached to any Additional Business Amendment, individually referred to below as the “Lease”), do hereby agree as follows:

1. Sections 2 and 24 of the Franchise Agreement under the headings entitled “Term and Additional Businesses” and “Termination,” and Sections 2 and 10 of the Lease entitled “Site, Term and Use,” and “Default, Termination and Remedies,” and Sections 4 and 7 of any Concession Sublicense Agreement entitled “Term; Termination,” and “Default; Termination and Expiration,” shall be supplemented by the addition of following language:

Chick-fil-A will not refuse to renew the Franchise Agreement without good cause.

2. The thirty (30) days’ written notice provisions in Section 2.2 of the Franchise Agreement, Section 2.3 of the Lease and Section 4(a) of any Concession Sublicense Agreement and the forty-five (45) days’ written notice provision in Section 2.3 of the Lease and Section 4(a) of the Concession and Sublicense Agreement shall be changed to require ninety (90) days’ written notice instead.

3. Section 23 of the Franchise Agreement, under the heading entitled “Restrictions Deemed Reasonable” shall be amended by deleting the remainder of the final sentence beginning “not based on any representations”, so that Section 23 reads as follows:

The Operator, and, as applicable, the Operator-Owner, hereby acknowledge that the Operator, and, as applicable, the Operator-Owner, have carefully considered the nature and extent of the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement, including without limitation those rights and remedies of Chick-fil-A set forth in Sections 18, 19, 20, 21 and 22 above, and hereby agree that (i) the same are reasonably required and designed solely to protect proprietary and other important rights of Chick-fil-A and (ii) as such are reasonable in time, scope and territory. The Operator, and, as applicable, the Operator-Owner, further acknowledge and agree that the restrictions upon the Operator (and, as applicable, the Operator-Owner) and the rights and remedies conferred on Chick-fil-A under this Agreement are essential elements of this Agreement and that without their inclusion, Chick-fil-A would not have entered into this Agreement. The Operator represents and warrants that the Operator’s signature appearing on this Agreement is genuine and freely and knowingly given.

4. Section 24.2 of the Franchise Agreement shall be replaced in its entirety by the following language:

Either Chick-fil-A or the Operator may terminate the Franchise Agreement as to one or more of the Businesses upon ninety (90) days’ prior written notice to the other. Chick-fil-A will not terminate the Franchise Agreement without good cause.

5. Section 24 of the Franchise Agreement shall be supplemented by the addition of the following language at the conclusion of the Section:

24.9. Upon termination of the Franchise Agreement by Chick-fil-A, at the Operator’s

**CHICK-FIL-A, INC.
WISCONSIN AMENDMENT TO THE FRANCHISE AGREEMENT**

option, Chick-fil-A must repurchase, at fair wholesale market value, all inventory bearing Chick-fil-A's trademark sold by Chick-fil-A to the Franchise for resale under the Franchise Agreement.

5. Section 25.3 of the Franchise Agreement, under the heading entitled "Franchise Relationship" shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

6. Section 28.6 of the Franchise Agreement, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

28.6 This Agreement, including any Lease(s), Concession Sublicense Agreement(s) and Food Truck License and Sublease Agreement(s) attached to this Agreement as an exhibit, incorporated in and made a part of this Agreement, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement and supersede all prior agreements; subject to the requirements of applicable state law, no other representations have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Agreement (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

7. Section 14.6 of the Lease, under the heading entitled "General Provisions," is deleted in its entirety and replaced by the following:

14.6 Entire Agreement. This Lease and the Franchise Agreement to which it is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Lease and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of the Business and this Lease and supersede all prior agreements between the parties. Subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Lease; the Operator may rely on Chick-fil-A's representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator's entry into this Lease (the "FDD"). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Lease, the Franchise Agreement or in the FDD because among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Lease, the Franchise Agreement or the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Lease shall bind Chick-fil-A unless in writing and signed by Chick-fil-A.

8. Section 12(b) of any Concession Sublicense Agreement, under the heading entitled “Execution; Entire Agreement; Counterparts,” is deleted in its entirety. and replaced by the following:

12(b): This Agreement, including its exhibits and amendments, including the data sheet attached as Exhibit A, the Equipment Lease Addendum attached as Exhibit B, and the Concession Agreement attached as Exhibit C, as well as the Franchise Agreement, the Assignment (if applicable) and if applicable the Additional Business Amendment to which this Agreement is attached, and all documents, schedules, exhibits, and information specifically incorporated into this Agreement and the Franchise Agreement by reference, collectively constitute the complete and integrated agreement between Chick-fil-A and the Operator concerning the subject matter of this Agreement, the operation of the SatelliteCaptive Venue Unit as a Business and the Concession Agreement, and supersede all prior agreements between the parties; subject to the requirements of applicable state law, no other representations or statements of any kind have induced the Operator to sign this Agreement; the Operator may rely on Chick-fil-A’s representations in the most recent Franchise Disclosure Document that Chick-fil-A delivered to the Operator, including its exhibits and any amendments or supplements, in connection with the Operator’s entry into the Franchise Agreement and if applicable this Agreement (the “FDD”). Chick-fil-A cautions the Operator not to rely on any representations, promises or agreements, oral or otherwise, not appearing in or attached to this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD because, among other things, no officer, employee, or other servant or agent of Chick-fil-A was or is authorized to make any representation, warranty, or other promise not contained in this Agreement (including the attached Concession Agreement), the Franchise Agreement, the Assignment (if applicable), the Additional Business Amendment (if applicable) or in the FDD. No change, termination, or attempted waiver or cancellation of any provision of this Agreement will bind Chick-fil-A unless in writing and signed by Chick-fil-A.

9. Section 3(i) of any Concession Sublicense Agreement, under the heading entitled “Operator Warranties and Obligations” shall be deleted in its entirety and replaced by the following.

Chick-fil-A represents to the Operator the Businesses contemplated by this Agreement involve risk and that the success of such Businesses is dependent upon the abilities and efforts of the Operator as an independent business person.

10. The following is added as a new Section 28.19 to the Franchise Agreement, under the heading entitled “General Provisions”:

28.19 No Statement, Questionnaire, or Acknowledgement. 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.

11. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements and any other requirements of the Wisconsin Fair Dealership Law, Wisconsin Stat. §§ 135.01 through 135.07, with respect to each such provision, are met independent of and without

CHICK-FIL-A, INC.

WISCONSIN AMENDMENT TO THE FRANCHISE AGREEMENT

reference to this Amendment. This Amendment shall have no force or effect if such jurisdictional or other requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Wisconsin Amendment to the Franchise Agreement and Lease on the same date as that on which the Franchise Agreement was executed.

CHICK-FIL-A, INC.

OPERATOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT “H”

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

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

State	Effective Date
California	March 31, ~~2023~~ <u>2024</u>
Hawaii	Pending
Illinois	March 31, ~~2023~~ <u>2024</u>
Indiana	March 31, ~~2023~~ <u>2024</u>
Maryland	March 31, ~~2023~~ <u>2024</u>
Michigan	March 31, ~~2023~~ <u>2024</u>
Minnesota	Pending
New York	March 31, ~~2023~~ <u>2024</u>
North Dakota	March 31, ~~2023~~ <u>2024</u>
Rhode Island	March 31, ~~2023~~ <u>2024</u>
South Dakota	March 31, ~~2023~~ <u>2024</u>
Virginia	Pending
Washington	Pending
Wisconsin	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.

EXHIBIT “I”

RECEIPTS

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York requires that Chick-fil-A give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A give you this Disclosure Document at least 10 business days before the execution of the Franchise Agreement or any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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

The franchisor is: Chick-fil-A, Inc., located at 5200 Buffington Road, Atlanta, Georgia 30349. Its telephone number is 404-765-8000.

Issuance Date: March 31, ~~2023~~2024

The names, principal business address and telephone number of each franchise seller for this offering:
Chick-fil-A, Inc., ~~Maureen~~~~Donahue~~Oscar Shepherd, Jr. and

5200 Buffington Road, Atlanta, Georgia 30349; 404-765-8000.

Chick-fil-A authorizes the respective state agencies identified in Exhibit "A" to receive service of process for it in the particular state.

I have received a Disclosure Document for Operators dated March 31, 2024, that included the following Exhibits:

EXHIBIT "A"	List of State Agencies/Agents for Service of Process
EXHIBIT "B"	Franchise Agreement
EXHIBIT "B-1"	Assignment and Consent to Assignment Agreement (Corporation)
EXHIBIT "B-2"	Assignment and Consent to Assignment Agreement (Limited Liability Company)
EXHIBIT "C"	Consolidated Financial Statements of Chick-fil-A, Inc.
EXHIBIT "D"	Table of Contents of Chick-fil-A Manuals
EXHIBIT "E"	List of Operator Restaurants, Chick-fil-A Operated Restaurants, and Licensed Units
EXHIBIT "F"	List of Former Operators
EXHIBIT "G"	State Specific Addenda and Agreement Amendments
EXHIBIT "H"	State Effective Dates
EXHIBIT "I"	Receipts

Date

Operator

Print Name: _____

Please sign and date this page and retain this page in your possession as part of your records.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Chick-fil-A offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make payment to, Chick-fil-A in connection with the proposed franchise sale.

New York requires that Chick-fil-A give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the Franchise Agreement or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires that Chick-fil-A give you this Disclosure Document at least 10 business days before the execution of the Franchise Agreement or any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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

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EXHIBIT "F"	List of Former Operators
EXHIBIT "G"	State Specific Addenda and Agreement Amendments
EXHIBIT "H"	State Effective Dates
EXHIBIT "I"	Receipts

Date

Operator

Print Name: _____

**Please remove this page, sign and date this page, and return this page within 48 hours
after you receive this Disclosure Document to Operator Selection Team, Chick-fil-A, Inc.,
5200 Buffington Road, Atlanta, Georgia 30349-2998**