LITTLE CAESAR ENTERPRISES, INC.

FRANCHISE DISCLOSURE DOCUMENT

Issuance Date: March ~~31, 2023~~29, 2024

Little Caesar Enterprises, Inc.
2125 Woodward Avenue
Detroit, Michigan 48201-3400
(313) 471-6000

www.littlecaesars.com

FRANCHISE DISCLOSURE DOCUMENT

Little Caesar Enterprises, Inc.
A Michigan Corporation
Fox Office Centre
2125 Woodward Avenue
Detroit, Michigan ~~-~~48201-3400
(313) 471-6000
usdevelopment@lcecorp.com
www.littlecaesars.com

The franchise described in this disclosure document is for the establishment and operation of a Little Caesars® restaurant, which features pizza, chicken wings, Crazy Bread® products and other related products. You may purchase a single franchise or you may sign a territory reservation agreement that allows you to reserve a territory for potential development of a specified number of franchises.

The total investment necessary to begin operation of a single Little Caesars® restaurant franchise ranges from $~~393~~403,000 to $1,~~718~~728,700. This includes $~~268~~257,000 to $~~387~~474,000 that must be paid to us or our affiliate.

The total investment necessary for a territory reservation agreement, assuming it allows for development of four restaurants, ranges from $~~2141~~,000 to $~~2545~~,000, which is in addition to the cost of each single franchise to be developed. This includes $~~2040~~,000 (generally $~~5~~10,000 per Restaurant franchise) that you must pay to us as a Territory Reservation Fee. The minimum number of restaurants required to be opened under a territory reservation agreement is one and the maximum is ten.

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 Vice President, U.S. Development, Little Caesar Enterprises, Inc., 2125 Woodward Avenue, Detroit, Michigan 48201-3400, telephone (313) 471-6000.

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.

Issuance Date: March ~~31, 2023~~29, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits F and G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit J includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Little Caesars 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 Little Caesars franchisee?	Item 20 or Exhibits F and G list 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 H.

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 and the territory reservation agreement require you to resolve disputes with us by litigation only in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently Michigan. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to sue us in Michigan or a state other than in your own state.

2. **Spousal Liability**. Your spouse must sign a document, such as a guarantee, that makes your spouse liable for your financial obligations under the franchise agreement, even if your spouse does not own any part of the franchise business. If you live in a community property state, your spouse may be liable for your financial obligations even if he or she hasn't signed anything. In either case, both your and your spouse's marital and personal assets, including your house, could be lost if your franchise fails.

3. **Financial Condition.** The affiliate guarantor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" pages for your state in Exhibit I.

LITTLE CAESAR ENTERPRISES, INC.
FRANCHISE DISCLOSURE DOCUMENT

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The information in this disclosure document, including any Exhibits, is the confidential property of Little Caesar Enterprises, Inc. This disclosure document is being provided to you for your use in considering the purchase of a Little Caesars® restaurant franchise and for no other reason. Any other use, copying or disclosure is strictly prohibited.

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

To simplify the language in this franchise disclosure document ("**disclosure document**"), "**we**" or "**us**" means Little Caesar Enterprises, Inc., the franchisor. "**You**" means the person or entity that buys the franchise. If the purchaser of the franchise is a corporation, partnership, limited liability company or other entity, "you" also may mean its owners.

We are a Michigan corporation incorporated in 1962. Our principal business address is 2125 Woodward Avenue, Detroit, Michigan 48201-3400. We conduct business under our corporate name and the "Little Caesars" name. We have no predecessors or parent companies.

Our agents for service of process in franchise registration states are listed in Exhibit H.

Description of Franchises We Offer

We currently offer both single Little Caesars® restaurant franchises and a territory reservation agreement that allows you to reserve a territory for potential development of multiple Little Caesars® restaurant franchises.

If we approve you for a Little Caesars® restaurant franchise, you will have the opportunity to sign a franchise agreement ("**Franchise Agreement**") with us. Our current form of Franchise Agreement is in Exhibit A to this disclosure document. Under the Franchise Agreement, we grant you the right to operate one Little Caesars® restaurant ("**Restaurant**") at a location that we approve ("**Approved Location**"), in most cases within a certain protected territory ("**Protected Territory**"). Your Restaurant is referred to as "Little Caesars Restaurant" or "Restaurant" in the Franchise Agreement. The primary menu items of Little Caesars® restaurants are pizza, chicken wings, Crazy Bread® products and other related products.

Rather than developing a new Restaurant, you might become a Little Caesars franchisee by taking over an existing Restaurant from a prior operator. This could happen in different ways:

(1) You could buy one or more Restaurants directly from an existing franchisee. In that case, you and the selling franchisee will submit a copy of your purchase agreement for our review. Starting June 1, 2024, we may require you and the seller also to sign and submit our Rider to Contract of Sale along with your purchase agreement. The Rider for Contract of Sale is in Exhibit R to this disclosure document. The Rider sets out terms you and the seller must satisfy to obtain our approval of the sale. At the closing of the sale, you will sign our standard Franchise Agreement for each acquired Restaurant.

(2) You could take assignment of our pre-existing right to purchase an existing franchised Restaurant, for which we may charge you a fee. In that case, you will sign our Offer Letter setting out terms of payment and other conditions that you will have to satisfy. The Offer Letter is in Exhibit S to this disclosure document. Again, at the closing, you will sign our standard Franchise Agreement and other related agreements.

(3) We might offer you the opportunity to temporarily take over a Restaurant where the previous owner ceased to operate. In this case, you will sign our Temporary Operating Agreement ("**TOA**") permitting you to run the Restaurant as a franchise for an abbreviated period or until we terminate the arrangement, whichever comes first. The TOA is in Exhibit T to this disclosure document. If you and we are satisfied with the temporary operation, you will have the option to sign a new Franchise Agreement for a standard term.

We own certain trademarks, service marks, trade names, domain names, logos, emblems and other commercial symbols, including the "Little Caesars" trademark ("**marks**"). You must operate your Restaurant using the marks we designate for the operation of Little Caesars® restaurants (collectively,

the "**Proprietary Marks**"). The Proprietary Marks include some marks that are distinctive to the Little Caesars® restaurant concept, as well as other marks that are used by other of our restaurant concepts. See Item 13 for further information regarding the Proprietary Marks.

You must operate your Restaurant using our system ("**System**"), which is described in our Operational Resource Guide (**"ORG"**). The ORG consists of the technical information and expertise we provide to you relating to the preparation and production of food products; the use of special spices, sauces and pizza dough which are identified by the public with our products; special recipes and menu items; distinctive exterior and interior design, decor, fixtures, and furnishings; standards and specifications for products and supplies; service standards; standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs, all of which we may change in our sole discretion.

Little Caesars® restaurants traditionally have been carryout-only restaurants, sometimes with a drive-thru window. Franchisees may not engage in delivery and/or off-premises sales of products or services to customers, either directly or through third parties, except as expressly permitted by the ORG or as we otherwise expressly authorize in writing. We have the right to prescribe all rules relating to delivery of products to customers (**"Delivery"**), including the boundaries of delivery areas, any related marketing materials, and the manner in which Delivery orders are placed. We can change the Delivery area or make other adjustments to a franchisee's Delivery services for any reason, and we can revoke a franchisee's right to provide Delivery at any time.

Territory Reservation Agreement. If you qualify, we may offer you the opportunity to reserve a territory by signing a territory reservation agreement ("**Territory Reservation Agreement**") with us. Our current form of Territory Reservation Agreement is in Exhibit B to this disclosure document. Under the Territory Reservation Agreement, we reserve a territory for potential development of a specified number of Little Caesars® Restaurants at Approved Locations within a specific geographic area ("**Reserved Territory**"), according to a development schedule ("**Development Schedule**"). You do not have to enter into any Franchise Agreements at the time you enter into a Territory Reservation Agreement. However, for each Restaurant you develop under the Territory Reservation Agreement, you must sign our then-current form of Franchise Agreement that we offer to new franchisees, the terms and conditions of which may be substantially different from those contained in the Franchise Agreement attached to this disclosure document (including, for example, with respect to higher fees, shorter term, or other factors more burdensome to you). The size of the Reserved Territory will vary depending on local market conditions and the number of Restaurants to be developed. See Item 12 for further information regarding the Territory Reservation Agreement and Reserved Territory.

Colleague Franchise Program. We offer an investment program under which our employees can create an ownership group among themselves and acquire a Little Caesars® restaurant franchise from us. Under the terms of this "Colleague Franchise Program," the ownership group will form a limited liability company and each employee in the group will purchase an ownership interest in that company. Each limited liability company participating in the Colleague Franchise Program will sign a franchise agreement with us and will appoint an operations manager to operate the Restaurant.

License Program. In addition to our traditional franchise program, we have developed specifications for the design and operation of various types of Little Caesars® outlets ~~("**LC Express**" outlets) within~~in arenas, sports stadiums, sports complexes, shopping malls, food courts, department stores, retail and convenience stores, gas stations, hotels, casinos, amusement parks, arcades, theaters, bowling centers, festivals, fairs, schools, colleges, national parks, state and local parks, public beaches, convention centers, conference centers, factories, hospitals, penal institutions, airports, train stations, public transit stations, cruise ship ports, turnpikes, military bases, government buildings, office complexes, high-rise apartment buildings, senior living facilities, Native American reservations, and other premises where the primary activity conducted at the premises is other than the retail sale of food prepared for immediate consumption. ~~Some LC Express~~As a group, we refer to the types of outlets in this paragraph, along with the food trucks described in the next paragraph, as "**Non-Traditional Restaurants**." Some Non-Traditional Restaurants offer a traditional menu, while others ~~–~~are self-service outlets and/or have

limited menus. ~~We~~Except for food trucks, we offer these arrangements under an LC Express License Agreement with significantly different terms from our Franchise Agreement. The license program is not offered through this disclosure document. The terms we have offered or may offer for the license program are therefore not described in this disclosure document. The LC Express License Agreement is available only to licensees we select in our absolute discretion. Many of the outlets operated under the LC Express License Agreement ("**LC Express**" outlets) are licensed to experienced foodservice operators in transactions that qualify for exemptions from franchise registration and/or disclosure requirements.

Food Trucks. We have also developed specifications for the design and operation of food trucks and other mobile units using Little Caesars® signage and trade dress and featuring a limited menu of our food products (**"Food Trucks"**). The Food Truck format is available only to existing franchisees because the truck is "attached" to one of the franchisee's current Restaurants. We retain absolute discretion whether to allow an existing franchisee to operate a Food Truck. Franchisees approved must sign a standard Franchise Agreement along with a Food Truck Addendum that makes certain adjustments to the Franchise Agreement and sets out conditions of participation. The current Food Truck Addendum is in Exhibit D to this disclosure document. ~~We refer to LC Express outlets and Food Trucks together as "**Non-Traditional Restaurants**."~~

Our Business Experience and Business Experience of Our Affiliates

We opened our first carry-out restaurant in 1959. We first offered franchises for Little Caesars® restaurants in 1962.

As of ~~December 31,~~ our fiscal year end on January 1, 2024~~2022~~, we and our affiliate, LC Trademarks (as described below), had 3,~~599 franchised~~642 traditional Little Caesars® ~~restaurants~~restaurant franchises operating in the United States. This figure ~~includes~~does not include Non-Traditional Restaurants.

As of ~~December 31,~~ our fiscal year end on January 1, 2024~~2022~~, we owned and operated ~~574~~575 Little Caesars® restaurants similar to the franchise described in this disclosure document. This figure ~~includes~~does not include Non-Traditional Restaurants.

The above figures for franchised and company-owned Restaurants do not include Restaurants outside of the U.S. states and territories. See Item 20 for more information on franchised and company-owned Restaurants in U.S. states and territories.

We have never offered franchises in any line of business other than restaurants.

From 2001 through December 2007, LC Trademarks, Inc. ("**LC Trademarks**"), our affiliate, offered franchises in California for the same Little Caesars® restaurant concept identified in this disclosure document. LC Trademarks may continue to provide services to existing franchisees located in that state. However, we offer new Little Caesars® restaurant franchises in California under this disclosure document. LC Trademarks has the same principal business address as us. LC Trademarks does not own or operate any Little Caesars® restaurants and does not offer franchises in any other line of business.

We also have affiliates that offer, or have offered, Little Caesars® restaurant franchises in other countries. This disclosure document does not include information about our affiliates or franchises outside of the U.S.A.

As further described in Items 5 and 8, our affiliate, Blue Line Foodservice Distribution, Inc. ("**Blue Line**"), sells products, ingredients, equipment, supplies, materials, and other items to our franchisees. Blue Line's principal business address is 2125 Woodward Avenue, Detroit, Michigan 48201-3400.

As further described in Item 8, our affiliate, Champion Foods, LLC ("**Champion**"), sells certain products, ingredients and other items to Blue Line, which Blue Line may in turn sell to you and other of

our franchisees. Champion's principal business address is 23900 Bell Road, New Boston, Michigan 48164. In the future, we or an affiliate may purchase or develop other manufacturers or suppliers that sell products, ingredients, equipment, supplies, materials or other items to you through us or an affiliate.

Other than LC Trademarks, none of the affiliates identified above have ever offered franchises of any kind in the U.S.A., and none of them have owned or operated a Little Caesars® Restaurant.

Market

The market for fast food restaurants is very well developed and very competitive. You will compete with other pizza restaurants, as well as other franchised, chain, or independent restaurants serving a wide variety of other foods.

We and our affiliates may establish a new business or franchise system or acquire an existing business or franchise system (which may be one of your competitors) operating under trademarks, service marks and trade names other than the Proprietary Marks. We may require or allow locations in these acquired businesses or franchise systems to convert to Little Caesars® restaurants operating under the Proprietary Marks and/or other marks. The new or existing business or franchise system may compete with you. In addition, we are or have been a franchisee of other restaurant concepts at certain locations. To the extent these restaurants still operate, some of the products sold at these other restaurants may be similar to the products your Restaurant will offer.

Industry-Specific Laws and Regulations

You must comply with all local, state, and federal laws that apply to your Restaurant operations, including health, sanitation, smoking, United States Department of Agriculture, Equal Employment Opportunity Commission, and Occupational Safety and Health Administration regulations, Food and Drug Administration regulations on nutrition labeling of standard menu items, other food and safety regulations, and anti-discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act requires readily accessible accommodations for people with disabilities and therefore may affect some of your operations. You should consult with your attorney concerning these and other laws and ordinances that may affect your Restaurant operations.

You are responsible for all employment decisions of the Restaurant, including those related to recruiting, hiring, firing, scheduling, training (other than the brand training required by the Franchise Agreement), pay, benefits, personnel policies, record keeping, supervision, safety, security, and discipline of all workers. Any information we provide about employment matters, whether voluntarily or in response to your request, and whether provided directly or by means of any technology tools, is a recommendation only and not intended to exercise control over your employees, their wages, hours or working conditions, or the means and manner by which they carry out their duties. You must clearly inform all workers, before hiring and periodically thereafter, that you, and not Little Caesar, is their employer and that Little Caesar does not assume and will not accept any employer, co-employer or joint employer obligations. You must indemnify us against any claim that we are the employer, co-employer, or joint employer of any of your owners or workers.

* * *

If you are an existing franchisee, as a condition of being granted a new Franchise Agreement for an additional Restaurant, you must sign a Release in the form of Exhibit N to this disclosure document. If you are signing a new Franchise Agreement in connection with the renewal or transfer of an existing franchise, you must also sign Exhibit N. We may also use Exhibit N in other situations not involving the signing of a new Franchise Agreement. Exhibit N includes a general release of claims against us. However, the release does not apply to any claims arising from the representations made in this disclosure document.

~~*[Remainder of page intentionally left blank.*~~]

ITEM 2
BUSINESS EXPERIENCE

Director, Treasurer, and Corporate Secretary: Malina (Marian) Bayoff Ilitch
Mrs. Ilitch has served as our Director, Treasurer and Corporate Secretary since 1962.

Director and Vice President: Christopher Ilitch
Mr. Ilitch has served as a Director since January 2006 and a Vice President since September 1994. Mr. Ilitch has also been President and Chief Executive Officer of Ilitch Holdings, Inc. since July 2004.

Chief Financial Officer: Leigh Burnside
Ms. Burnside has been our Chief Financial Officer since February 2023. From May 2022 to January 2023, she was Senior Vice President, Chief Accounting Officer, and U.S. Chief Financial Officer for The Wendy's Company in Dublin, Ohio. From March 2019 to May 2022, she was the Senior Vice President of Finance and Chief Accounting Officer for the Wendy's Company in Dublin, Ohio. From August 2017 to March 2019, she was the Chief Accounting Officer for the Wendy's Company in Dublin, Ohio.

~~Chief Innovation Officer~~President, Global Services: Edward Gleich
Mr. Gleich has been Chief Innovation Officer since April 2019. From October 2011 to April 2019, he was our Senior Vice President of Global Marketing.

Chief Marketing Officer: Greg Hamilton
Mr. Hamilton has been our Chief Marketing Officer since October 2022 and previously served as our Senior Vice President of Marketing from May 2022 to October 2022 and as our Vice President of Media from May 2019 until May 2022. From August 2017 until April 2019, he was the Vice President of Media for Wingstop Restaurants, Inc. in Addison, Texas.

Chief Information Officer: Anita Klopfenstein
Ms. Klopfenstein has been our Chief Information Officer since August 2017.

Chief of Staff, General Counsel: Erin D. Martin
Ms. Martin has been our Chief of Staff, General Counsel since February 2021. From September 2015 to February 2021, she was Vice President and General Counsel.

Chief Supply Chain Officer: Glen C. McIntosh
Mr. McIntosh has been our Chief Supply Chain Officer since March 2021. From February 2020 to March 2021, he was Vice President of Distribution Operations. From April 2010 to September 2019, he was Vice President of Supply Chain Operations for Domino's Pizza, Inc. in Ann Arbor, Michigan.

National Vice President, Franchise Services: Brian Pattison
Mr. Pattison has been our National Vice President, Franchise Services since November 2017.

President and Chief Executive Officer: David Scrivano
Mr. Scrivano has been our President since January 2005 and our CEO since February 2010.

~~Chief Operating Officer~~President, Global Retail: Paula Vissing
Ms. Vissing has been our Chief Operating Officer since February 2021. From September 2016 to February 2021, she was our Senior Vice President, International.

~~Chief Development Officer: Jeremy Vitaro~~
~~Mr. Vitaro has been our Chief Development Officer since April 2021. From April 2012 to March 2021, he was Vice President, Development for Dunkin' Brands in Canton, Massachusetts.~~

ITEM 3
LITIGATION

~~**Litigation Against Franchisees**~~

~~During our 2022 fiscal year, we initiated the following lawsuits against present or former franchisees to enforce termination of the franchise. All of these cases have been resolved:~~

Pending Actions

None.

Completed Actions

PMD Growth Partners, LLC v. Little Caesar Enterprises, Inc., ~~et al. v. S R Jubilee, LLC, et al., Circuit U.S. District~~ Court for the ~~District~~County of Wayne, Michigan – ~~Southern Division – Detroit,~~ Case No. ~~2:22-cv-10246-SJM-DRG (filed on February 8,~~ 23-6354-CB~~2022).~~

~~Little Caesar Enterprises, Inc., et al. v. Restaurant Purchasing Corp. and Sanrita Jones, U.S. District Court for the Eastern District of Michigan – Southern Division – Ann Arbor, Case No. 5:22-cv-10757-JEL-APP (filed April 8, 2022).~~

~~Little Caesar Enterprises, Inc., et al. v. Alberta Lee Jones, U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:22-cv-11075-LVP-KGA~~ (filed May ~~18,~~ 17, 2023). The plaintiff, the affiliate of one of our former franchisees, filed this action against us alleging breach of contract, conversion, and unjust enrichment based on an alleged overpayment under a settlement agreement. On~~2022).~~

~~Little Caesar Enterprises, Inc., et al. v. Business Management Resources, Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:22-cv-12756-SJM-JJCG (filed~~ November ~~14,~~ 21, 2023, the parties settled the case, with the plaintiff agreeing to dismiss and release all claims in return for a payment.~~2022).~~

~~**Pending Actions**~~

Little Caesar Enterprises, Inc., et al. v. AJR 2, Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:22-cv-12172-SJM-EAS (filed September 13, 2022). ~~We~~Little Caesar initiated this lawsuit to enforce the termination of the defendants' franchises based on their failure to comply with Little Caesar's operational standards. On June 13, 2022, the defendants filed counterclaims alleging wrongful termination and violation of the Michigan Franchise Investment Law. ~~The case remains pending~~On April 4, 2023, the parties entered into a settlement permitting the franchisee an opportunity to sell the terminated franchises.

~~Little Caesar Enterprises, Inc., et al. v. Miramar Quick Service Restaurant Corp., et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, Case No. 2:18cv10767-TGB-EAS. We terminated the defendants' franchise agreements and filed this lawsuit on March 8, 2018 to enforce the termination. The defendants answered and filed a counterclaim alleging violations of Massachusetts' unfair and deceptive trade practices act, anti-trust law violations, discrimination based on race and national origin, violations of the Michigan and Connecticut franchise relationship laws, and fraud in the inducement, among other claims. Little Caesar contests each of the defendants' claims. On July 16, 2019, the court granted Little Caesar's motion to preliminarily enjoin the defendants from operating their franchises and using Little Caesar's trademarks. On June 25, 2020, the United States Court of Appeals for the Sixth Circuit affirmed the district court's grant of preliminary injunctive relief. The district court action remains pending.~~

~~**Completed Actions**~~

~~Little Caesar Enterprises, Inc., et al. v. Hamilton LC, LLC, et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, Case No. 2:22-cv-10846-LVP-KGA (filed April 20, 2022). We initiated this lawsuit to enforce the termination of the defendants' franchises based on their failure to comply with Little Caesar's operational standards. On June 13, 2022, the defendants filed counterclaims alleging, among other things, wrongful termination and violations of state franchise and consumer protection laws. On February 13, 2023, the parties entered into a settlement permitting the franchisee an opportunity to sell the terminated franchises and giving the franchisee temporary royalty and advertising fee relief.~~

~~Little Caesar Enterprises, Inc~~Little Caesar Enterprises, Inc. v. Phoenix Enterprise Nexus India Private Limited, et al., Case No. 26924/PDP ~~(~~ International Court of Arbitration of the International Chamber of Commerce~~,~~ (filed March 10, 2022). ~~We~~Little Caesar initiated this arbitration to enforce the termination of the defendants' franchise agreements for certain franchises in India as well as the defendants' rights to develop additional franchises in that country, based on the defendants' alleged failure to meet their development requirements and to pay certain development fees. On April 22, 2022, the defendants filed counterclaims alleging, among other things, wrongful termination, fraud in the inducement, and violations of Michigan's franchise and consumer protection laws. On February 13, 2023, the parties entered into a settlement ~~resolving~~terminating the ~~case along with~~franchisee's rights in India, permitting the ~~case involving Hamilton LC, LLC referenced above.~~franchisee an opportunity to sell the terminated franchises, and giving the franchisee temporary royalty and advertising fee relief.

Little Caesar Enterprises, Inc., et al. v. Hamilton LC, LLC, et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, Case No. 2:22-cv-10846-LVP-KGA (filed April 20, 2022). Little Caesar initiated this lawsuit to enforce the termination of the defendants' franchises based on their failure to comply with Little Caesar's operational standards. On June 13, 2022, the defendants filed counterclaims alleging, among other things, wrongful termination and violations of state franchise and consumer protection laws. On February 13, 2023, the parties entered into a settlement permitting the franchisee an opportunity to sell the terminated franchises and giving the franchisee temporary royalty and advertising fee relief.

Little Caesar Enterprises, Inc., et al. v. Miramar Quick Service Restaurant Corp., et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, Case No. 2:18-cv-10767-TGB-EAS (filed March 8, 2018). Little Caesar terminated the defendants' franchise agreements and filed this lawsuit to enforce the termination. The defendants answered and filed a counterclaim alleging violations of Massachusetts' unfair and deceptive trade practices act, anti-trust law violations, discrimination based on race and national origin, violations of the Michigan and Connecticut franchise relationship laws, and fraud in the inducement, among other claims. Little Caesar contested each of the defendants' claims. On July 16, 2019, the court granted Little Caesar's motion to preliminarily enjoin the defendants from operating their franchises and using Little Caesar's trademarks. On June 25, 2020, the United States Court of Appeals for the Sixth Circuit affirmed the district court's grant of preliminary injunctive relief. ~~Little Caesar Enterprises, Inc., Blue Line Foodservice Distribution, Inc. and LC Trademarks, Inc. v. Little Caesars ASF Corporation, Little Caesars ASF, Inc., Southern Utah Pizza Service, Inc., Rollie Alan Knox and Beverly S. Knox, U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, 2:17-cv-12329-MAG-RSW. We initiated this lawsuit on July 17, 2017 to enforce the termination of the defendants' franchises based on their repeated failure to timely pay monies owed to Little Caesar and Blue Line. We also terminated the defendants' territory reservation agreements. On October 31, 2017, the defendants filed counterclaims alleging, among other things, violation of the Michigan Franchise Investment Law. On June 25, 2018, the court granted Little Caesar's motion to preliminarily enjoin the defendants from operating their franchises and using Little Caesar's trademarks, and on March 27, 2019, the court granted summary judgment in Little Caesar's favor. On June 17, 2019, the Court entered judgment in Little Caesar's favor and against the defendants, jointly and severally, in the amount of $4,571,167.70. On January 5, 2021, the United States Court of Appeals for the Sixth Circuit affirmed the district court's~~

~~judgment.~~On May 15, 2023, the district court granted Little Caesar's motion to dismiss the defendants' counterclaims and the case.

Ogden v. Little Caesar Enterprises, Inc., et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, Case No. 2:18cv12792-DML-RSW. On September 7, 2018, an employee of one of our franchisees filed this action against us and the franchisee, alleging that the "anti-poaching" provision formerly contained in Little Caesar's franchise agreements constituted an unreasonable restraint of trade in violation of Section 1 of the Sherman Antitrust Act. The complaint sought unspecified monetary damages, treble damages, injunctive relief, attorneys' fees, and other relief on behalf of the purported class of employees. On July 29, 2019, the Court granted Little Caesar's motion to dismiss all of the claims in the case. On August 30, 2019, Ogden appealed to the U.S. Court of Appeals for the Sixth Circuit. On January 23, 2020, the parties settled the case, with Ogden agreeing to dismiss and release all of his claims in return for a payment. The appeal was dismissed on January 28, 2020.

Little Caesar Enterprises, Inc., et al. v. Little Caesars ASF Corporation, et al., U.S. District Court for the Eastern District of Michigan, Southern Division – Detroit, 2:17-cv-12329-MAG-RSW~~In the Matter of Arbitration Between Paula Vissing and Captain D's, LLC, Case No. 30 166 00624 11 (American Arbitration Association, May 14, 2013). This matter relates to a dispute involving an individual disclosed in Item 2 and we were not a party to this dispute. Paula Vissing (claimant), our Chief Operating Officer, filed an arbitration demand for breach of contract against her former employer (respondent) involving a severance agreement. The respondent filed counterclaims alleging that claimant fraudulently induced the agreement and breached her fiduciary duty as an officer of respondent by incurring (and failing to disclose) a financial liability to a third-party supplier. In May 2013, the arbitrator ordered the claimant to refund the amounts she had received, awarded the respondent compensatory and punitive damages, and dismissed claimant's breach of contract claim.~~
(filed July 17, 2017). Little Caesar initiated this lawsuit to enforce the termination of the defendants' franchises based on their repeated failure to timely pay monies owed to Little Caesar and Blue Line. We also terminated the defendants' territory reservation agreements. On October 31, 2017, the defendants filed counterclaims alleging, among other things, violation of the Michigan Franchise Investment Law. On June 25, 2018, the court granted Little Caesar's motion to preliminarily enjoin the defendants from operating their franchises and using Little Caesar's trademarks, and on March 27, 2019, the court granted summary judgment in Little Caesar's favor. On June 17, 2019, the Court entered judgment in Little Caesar's favor and against the defendants, jointly and severally, in the amount of $4,571,167.70. On January 5, 2021, the United States Court of Appeals for the Sixth Circuit affirmed the district court's judgment.

Litigation Against Franchisees

During our 2023 fiscal year, we initiated the following lawsuits against present or former franchisees to enforce termination of the franchise. All of these cases have been resolved unless otherwise stated:

Little Caesar Enterprises, Inc., et al. v. Little Angels Pizza Co, LLC, et al., U.S. District Court for the District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-10060-MAG-KGA (filed on January 10, 2023).

Little Caesar Enterprises, Inc., et al. v. J Weber Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-10061-LVP-APP (filed January 10, 2023).

Little Caesar Enterprises, Inc., et al. v. Doughboy Holdings, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-10455-DPH-APP (filed February 22, 2023).

Little Caesar Enterprises, Inc., et al. v. Kaelan Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-10529-SJM-DRG (filed March 6, 2023).

Little Caesar Enterprises, Inc., et al. v. Mai & Vu Investment Group, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-11308-LVP-CI (filed June 1, 2023).

Little Caesar Enterprises, Inc., et al. v. Jfam, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-11631-SFC-KGA (filed July 10, 2023).

Little Caesar Enterprises, Inc., et al. v. International Restaurant Group, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-11771-PDB-KGA (filed July 24, 2023).

Little Caesar Enterprises, Inc. v. Palm Tree Foods Pte. Limited, et al., Case No. 28004/PDP - International Court of Arbitration of the International Chamber of Commerce (filed August 8, 2023). This arbitration remains pending.

Little Caesar Enterprises, Inc., et al. v. L & Y Enterprises, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-12659-NGE-CI (filed October 20, 2023).

Little Caesar Enterprises, Inc., et al. v. R & S Pizza Corporation, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-12772-LVP-CI (filed October 31, 2023).

Little Caesar Enterprises, Inc., et al. v. Good 2 Go Stores, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-12851-SJM-APP (filed November 9, 2023).

Little Caesar Enterprises, Inc., et al. v. LC 715 Broadway, Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-12892-NGE-EAS (filed November 14, 2023). This district court action remains pending.

Little Caesar Enterprises, Inc., et al. v. Salina Gas, Inc., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-13023-MAG-CI (filed November 29, 2023).

Little Caesar Enterprises, Inc., et al. v. Essential Food Group Inc., et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Flint, Case No. 4:23-cv-12822-SDK-EAS (filed November 6, 2023).

Little Caesar Enterprises, Inc., et al. v. DSCR Management Group, LLC, et al., U.S. District Court for the Eastern District of Michigan – Southern Division – Detroit, Case No. 2:23-cv-13124-MAG-APP (filed December 8, 2023). This district court action remains pending.

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

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

The standard initial franchise fee is $20,000. However, we reduce the initial franchise fee ~~for our existing~~ franchisees in certain circumstances, as ~~set out~~described below~~:~~

~~If you are:~~	~~The Franchise fee is:~~
~~New franchisee purchasing a franchise for your first Restaurant:~~	~~$20,000~~
~~Existing franchisee purchasing an additional franchise under the same franchise number (this means that the additional franchise must have exactly the same ownership and be in the same geographic area as the existing franchise):~~	~~$15,000~~
~~Existing franchisee signing a new franchise agreement when the full term (initial 10-year term plus 10-year renewal term) of the original agreement comes to an end (**"Full-term Franchisee"**):~~	~~$15,000~~
~~Full-Term Franchisee signing a new franchise agreement with a higher royalty rate than in the original agreement, and ownership of the franchise has not changed from the outset of the original agreement:~~	~~$10,000~~

~~_____~~ in this item. If the franchise will be for a new Restaurant, you must pay us the full franchise fee when we approve you for ~~a~~the franchise, unless otherwise agreed. The initial franchise fee is non-refundable once you sign the Franchise Agreement.

Pre-opening purchases from Blue Line. If your franchise will be for a new Restaurant, in addition to paying us the initial franchise fee, you must purchase goods from Blue Line before opening the Restaurant. The table below summarizes the estimated cost of purchasing the required pre-opening items from Blue Line. Every Restaurant and market is different, however, so your needs and the actual cost may vary. Your payments for these items are non-refundable.

Required Items from Blue Line Before Opening	Estimated Cost
Food Products (note 1)	$8,000 - $12,000
Packaging (note 2)	$1,000 - $3,000
Supplies (note 3)	$1,000 - $3,000
Pizza Pans (note 4)	$~~17~~18,000 - $~~22~~23,000
Equipment (note 5)	$~~185~~195,000 –

Required Items from Blue Line Before Opening	Estimated Cost
	$~~285~~295,000
Smallwares (note 6)	$~~6~~7,000 - $~~12~~13,000
Graphics (note 7)	$15,000
TOTAL	**$~~233~~245,000 to $~~352~~364,000**

Notes

(1) This category covers both proprietary and non-proprietary food products. See Item 8 for additional details. The estimate is based on prices as of the issuance date of this disclosure document, which are subject to change.

(2) The estimated cost range is based on the recommended opening quantity of items such as boxes, bags, and wraps, which are subject to change.

(3) The estimated cost range is based on the recommended opening quantity of items such as cleaning supplies and job helpers, which are subject to change.

(4) You will need pizza pans in a variety of sizes and shapes.

(5) This category includes the Caesar Vision system (see Items 6, 8 and 11) and items such as ovens, microwaves, retarders, freezers, dough process, digital menu boards, the Pizza Portal® equipment (which enables customers to pick up their orders without assistance from a Restaurant employee), and mixers (new and previously owned). The estimate does not include the price of the M.I.K.E. system (see Items 6, 8 and 11). The M.I.K.E. system is optional as of the date of this disclosure document, but we may require franchisees to use the M.I.K.E. system in the future.

(6) This category includes items such as spatulas, dough scrapers, pizza cutters, and cheese cups.

(7) This category includes grand opening print advertising, various operational forms, and other miscellaneous print material.

Franchisees who are signing a franchise agreement for the 10-year renewal term (**"Renewing Franchisees"**) ~~and Full~~ or signing a new franchise agreement when the full term ~~Franchisees (as defined above)~~(initial 10-year term plus 10-year renewal term) of their original agreement comes to an end will not have pre-opening purchases, because the Restaurant is already open. However, franchisees in these categories may have to purchase new equipment and other items before the new contract term begins. Franchisees of Food Truck franchises will have fewer pre-opening purchases.

Please see Item 8 for details about purchasing requirements and restrictions after the Restaurant opens.

Military Veterans program. If you are an honorably discharged U.S. military veteran, we will reduce the initial franchise fee for your first Little Caesars® Restaurant by $5,000. In addition, you will receive a discount of $5,000 on equipment, a discount of $5,000 on your initial food order from Blue Line for your first Restaurant, and $10,000 worth of corporate communications support, among other benefits. For combat-disabled veterans and Gold Star families, we will waive the initial franchise fee for your first Little Caesars® Restaurant. You will receive Blue Line discounts of $10,000 on equipment and $7,000 on the first food order; we will provide $10,000 worth of corporate communications support; and we will make a $10,000 donation to a veterans charity in your name.

To qualify for the Veterans program, you must have been honorably discharged, you cannot be an existing Little Caesars® franchisee, and you may have to satisfy other prerequisites. ~~Veterans who participate in this program must agree to use an approved accounting firm for at least the first 2 years of operation and to permit the accounting firm to provide certain information directly to us (see Item 8).~~ We reserve the right to modify or cancel the Veterans program at any time.

First Responders program. If you are a qualified "first responder" (police, fire, EMT, nurse), we will reduce the initial franchise fee for your first Little Caesars® Restaurant by $5,000. In addition, you will receive a discount of $5,000 on equipment and a discount of $5,000 on your initial food order from Blue Line for your first Restaurant, as well as most of the other benefits provided under the Military Veterans program.

Short-term incentive programs. We may offer short-term programs from time to time to incentivize development of new Restaurants in specified geographic markets or markets with specified demographic characteristics. These programs generally last only a few weeks, offer incentives for a limited number of stores, and have strict deadlines for site approval. Incentives may include reduction or waiver of the initial franchise fee, equipment credits, and/or marketing support. We will make you aware of any short-term programs in effect when you receive this disclosure document.

Unless otherwise noted, discounts and incentive programs generally cannot be combined if you qualify for more than one. Additional restrictions may apply. We may discontinue particular discounts or incentives at any time without notice.

Food Trucks. The initial franchise fee for a Food Truck is $7,500. As noted in Item 1, this program is available only to existing franchisees who have one or more Restaurants in operation.

Because of the programs described above, the initial franchise fees paid to us may not be uniform for all franchisees receiving this offering. In our last fiscal year, we collected initial franchise fees ranging from $0 to $20,000.

Territory Reservation Agreement

If you enter into a Territory Reservation Agreement, you must pay a Territory Reservation Fee of $~~5~~10,000 (or such lesser amount as we may determine) per Restaurant in the Development Schedule. A Territory Reservation Agreement provides for the development of one to ten Restaurants. We mutually determine the number of Restaurants in the Development Schedule based on the size and population of the Reserved Territory and other factors.

We determine the timing of payment of the Territory Reservation Fee on a case-by-case basis. In some cases we collect all or a portion of the Territory Reservation Fee when you sign the Territory Reservation Agreement. In other cases, we defer collection. The Territory Reservation Fee is non-refundable and is in addition to the initial franchise fee and other fees that you must pay under each Franchise Agreement. However, if you comply with the deadline in the Development Schedule for opening each Restaurant, we ~~waive the portion~~will credit $2,500 of the Territory Reservation Fee ~~attributable to~~to the initial franchise fee for that Restaurant. ~~In our last fiscal year, the range of Territory Reservation Fees collected was $0 to $5,000 per Restaurant. When paid, the Territory Reservation Fee is fully earned and non-refundable. The Territory Reservation Fee is in addition to the initial franchise fee and other fees that you must pay under each Franchise Agreement.~~

Grand Opening Advertising and Promotion

You must pay us a fee of $15,000 for a grand opening advertising and promotion program that we will carry out on your behalf, unless we elect to have you conduct the program yourself (in which case you must spend a minimum of $15,000). The grand opening advertising and promotion program will take place within close proximity to the Restaurant opening, on a schedule we determine. If we elect to carry

out the program on your behalf, we will have complete discretion on how and when to make expenditures. Components of the program may include direct mail advertising, newspaper advertising, digital and social media advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons, or any other activities we determine will contribute to generating business at the Restaurant.

Offer Letter

We may charge you a fee to acquire our pre-existing right to purchase an existing franchised Restaurant. This fee is in addition to the purchase price you pay the seller and any other fees described in this Item. There is no standard amount for this fee; it would be determined by negotiation with you. We did not collect any such fees in our last fiscal year.

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ITEM 6
OTHER FEES

Type of Fee (Note 1)	Amount	Date Due	Remarks
Royalty	The greater of 6% of Gross Sales for each one-week period or $300 for each one-week period	At the end of each one-week period via electronic funds transfer (EFT), pre-authorized auto-draft arrangement, or such other time and manner as we may specify	See Note 2 for definition of Gross Sales.
Advertising Fee	Up to 7% of Gross Sales, as determined by us	Same as royalty	We allocate your total advertising obligation among contributions to a system-wide fund called Caesar Fund, contributions to an advertising cooperative (if applicable), and expenditures on local advertising. See Item 11. The Advertising Fee for Food Trucks is one-half of the then-current percentage advertising fee paid by full-size Little Caesars® Restaurant franchises.
Blue Line purchases	Varies	Per Blue Line's standard terms	See Note 3.
Caesar Vision system annual support fee (Note 4)*	Up to $3,500 per year per Restaurant; currently $2,~~800~~990 per year per Restaurant	Assessed annually in January, but collected every accounting period in installments	Payable to Blue Line. The support fee typically increases each year.
Digital transactions fee*	Up to $0.40 per transaction – currently $0.~~33~~35 Plus, if applicable, a third party aggregator fee of up to $0.10 per transaction.	Same as royalty	Payable to Blue Line. The third-party aggregator fee applies to "marketplace" orders (i.e., those placed through an online food ordering marketplace), and is in addition to the digital transaction fee. The third-party aggregator (currently Deliverect) directs the customer orders on the marketplace to the Restaurant POS systems. Blue Line Retail Tech pays the per-transaction fee to the third-party aggregator but will recover the cost from you. Please see Note 5 for further details.
Security and technology fee*	Up to $0.~~06~~09 per credit or debit transaction – currently $0.~~054~~06	As incurred	Collected by FIS/Worldpay on our behalf.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Delivery fees – orders via Little Caesars app or website (Note 6)*	Delivery fee - $3.~~49~~75 Service fee - 12% of food and beverage order (maximum $4.00) Small order fee - $2.00 Late-to-Portal fee - $0.50 per late order	Same as royalty	The customer pays the delivery fee, service fee, and small order fee to the Restaurant, which passes them on to Blue Line. You pay the late-to-portal fee and the LCE transaction fee directly to Blue Line via weekly ACH. The delivery fees are in addition to the digital transaction fee. ~~In California~~Based on requirements of certain states and cities, delivery fees differ on orders through the Little Caesars app and website - see Note 6 for details.
Delivery fees – orders via third party apps or websites (Note 6)*	Service fee – ~~17~~up to 25% of food and beverage order~~.~~, currently ranging from 18% to 22%.	Same as royalty	The service fee is payable to the third party delivery provider. The delivery provider deducts the service fee from the amount paid by the customer before remitting funds to your store; see Note 6 for details. The delivery fees are in addition to the digital transaction fee.
Learning Management System (“LMS”) fee*	Currently $260 per year per Restaurant	Two semi-annual installments	See Note 7.
Data Fee	None currently	N/A	You receive a limited, non-exclusive, revocable license to use data owned by us (“LCE Data”) during the term of the Franchise Agreement in connection with the operation of the franchise. We reserve the right to charge fees in connection with licensing you to use LCE Data. The amount of any future fees has not been determined.
Other fees*	None currently	As incurred	We have a contractual right to institute other fees with respect to new or revised products, services, facilities, technology, marketing methods, training programs, data security, and operations, including fees to support portals, websites, mobile applications, digital transactions, Internet-connected equipment, social media, and other communications channels.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Per diem for onsite Caesar Vision support*	Currently $1,500 per day per technician, plus travel expenses	As incurred	Payable to Blue Line if you request onsite support to train your staff or troubleshoot problems with the Caesar Vision system.
M.I.K.E. system connection fees*	None currently (see Remarks)	At time of installation and monthly thereafter	If you install the M.I.K.E. system (see Note 8), it must be continuously connected to our system via the Internet. As of the date of this disclosure document, there is no fee for connection, but Blue Line reserves the right to charge a fee.
Audit by franchisor	Our actual costs of audit (travel, lodging, wage expenses, and accounting and legal costs)	As incurred	Payable only if audit reveals an understatement of 2% or more in reported Gross Sales.
Follow-up inspections	Our actual costs, including travel expenses, meals, lodging, and compensation of our representatives	10 days after billing	Payable at our option if we make a follow-up inspection in connection with deficiencies noted in a previous inspection.
Additional trainees	Not more than $500 per attendee for initial training of additional employees	10 days after billing	See Item 11.
Optional training	Will vary based on length and type of training	When you sign up for the training program	See Item 11. Payable only if you choose to participate in the training program. You will know the amount of the fee before you decide to participate.
Transfer Fee	Varies from $0 to $5,000 per Restaurant	Before transfer	See Note 9.
Renewal Fee	$5,000	At the time you sign your Franchise Agreement and Renewal Addendum	See Note 10. For a Food Truck, the fee is $2,500 and you will sign the Food Truck Renewal Addendum.
Indemnification	Will vary with circumstances	As incurred	See Note 11.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Special marketing, management, and operational assistance performed at your request	Reasonable fee plus expenses	20 days after billing	See Item 11. Payable only if you request assistance beyond what we customarily furnish to franchisees. We will obtain your agreement on the fee before you commit to the additional assistance.
Private Securities Offering	$25,000 plus additional sums to cover our out-of-pocket costs to review the materials if greater than $25,000	At the time offering materials are submitted to us for review; when incurred if greater than $25,000.	You must obtain our approval before making a private offering of securities. All such offerings are subject to our right of first refusal. The Franchise Agreement prohibits public offerings of your securities.
Relocation Fee	$2,500	When you submit the relocation request package	You may relocate a Restaurant only with our permission. The new location must be within a one mile radius of the original location and must open within six (6) months of the original location's closure. The relocation fee is refundable only if we do not approve your request.
Interest	18% per year or the maximum rate permitted by law where the Restaurant is located, whichever is less	As incurred	Payable if any payment is late. Calculated from the date the payment was originally due to us or our affiliate. See Note 12.
Late Fee	Our then-current late fee (up to $500 as of the date of this disclosure document) for overdue amounts For overdue financial statements, tax returns, or other required reports, our then-current late fee for each 30 days (or portion thereof) that the financial statement, tax return or other report is overdue	Due immediately after the date on which the amount, financial statement, tax return, or other required report was originally due to us or our affiliate	Payable if any payment is late or if your financial statements, tax returns, or other reports are not received when due. See Note 12.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Insufficient Funds Fee	Up to $50 per occurrence	As incurred, with next pre-authorized auto-draft arrangement or **EFT**	Payable if any EFT payment is returned due to insufficient funds in your bank account
Missing Sales or Late Sales Reporting Fee	Up to $50 per occurrence	As incurred, with next pre-authorized auto-draft arrangement or **EFT**	Payable if weekly sales are not reported by 11:59am EST on Wednesday for the prior week
Conference Fee Deposit	$2,500	First quarter of calendar year, by pre-authorized auto-draft arrangement or **EFT**	Payable in each of the first 3 years of the Franchise Agreement if the principal owner of Franchisee is new to the Little Caesars franchise system at the time of signing the Franchise Agreement . Refunded if Franchisee's principal owner attends that year's annual conference of Little Caesars Restaurant franchise owners.
Missed Meeting Fee	Reasonable estimate of the cost we incurred in expectation of your attendance. Will vary based on the length and type of meeting	20 days after billing	We can charge you a non-attendance fee if you fail to attend a required meeting, conference or seminar. Not applicable if the Conference Fee Deposit applies.
Management Fee	Commercially reasonable fee	20 days after billing	Payable only if a principal owner of the franchise has been arrested for or charged with a serious criminal offense and we elect to ~~take over operation of~~manage the Restaurant pending final disposition of the charges.
Liquidated Damages for Failing to Maintain Hours of Operation	Amount specified in the ORG (currently $1,000 per day)	Upon billing	Payable if you use your premises for anything other than operation of the Restaurant or if you fail to operate the Restaurant for the minimum hours and days we specify in the ORG.
Liquidated Damages for Holding Over after Expiration	See Note 13 for formula	Upon billing	Payable if you continue to operate at the Approved Location after the initial term expires without electing to renew and satisfying all prerequisites for renewal.

Type of Fee (Note 1)	Amount	Date Due	Remarks
Liquidated Damages Upon Termination for Your Default	See Note 14 for formula	Effective date of termination	Payable in lieu of any damages for our lost future revenue as a result of your default; but this is in addition to any other damages, costs and expenses to which we may be entitled.
Liquidated Damages – Failure to Comply with Post-Termination Obligations	$250 per day	As incurred	Payable if you fail to comply with your obligations arising upon expiration or termination of the Franchise Agreement. These obligations are summarized in Item 17.i of this disclosure document. We can draw $10,000 from your bank account (see Note 1) at the time of expiration or termination to cover potential liquidated damages as well as the expenses described in the next line of this chart. Upon completion of de-identification of the Restaurant and payment of the expenses described below, if any, we will refund any unused portion of the $10,000. If the $10,000 is insufficient to satisfy your obligations, we will invoice you for the balance.
Enforcement Costs	Our actual costs	Upon demand	See Note 15.
Dispute Costs and Legal Fees	Our actual costs	Upon demand	See Note ~~15~~16.

Notes:

(1) Unless otherwise specified, all fees payable to us and our affiliates under this disclosure document are non-refundable and are uniformly imposed, although we reserve the right to charge different fees in certain circumstances. Whether payments made to others will be refundable will depend on your arrangements with them. Fees labeled with an asterisk do not apply to Food Trucks. We have the right to require you to pay all fees, the liquidated damages provided for in the Franchise Agreement, and all other amounts due to us and/or our affiliates by EFT or other methods we specify from time to time. You must sign our then-current EFT Authorization form and furnish us and your bank with any other authorizations necessary to effect payment by the method(s) that we specify. We may initiate EFT payments without prior notice. ~~All fees labeled with an asterisk do not apply to a Food Truck.~~

(2) "Gross Sales" means all revenue generated by the Restaurant through a purchase of products or services and all other income or consideration of every kind and nature received by the Restaurant, whether for cash or credit, and regardless of collection in the case of credit, including

all delivery fees and other revenues associated with delivering and/or selling products or services off-premises to customers, and any proceeds from business interruption insurance, less any sales taxes or other taxes you collect from customers and thereafter pay directly to the appropriate taxing authority.

(3) You must purchase most of your food and paper products, supplies, equipment, and other items from Blue Line. See Item 8. The amount you pay Blue Line will depend on the quantity of items that you purchase and Blue Line's then-current prices. You must pay Blue Line in accordance with Blue Line's then-current payment terms and conditions, which may include a security deposit and/or pre-payment conditions. If you fail to make any payment to us, Blue Line, or other affiliates when due, we and Blue Line reserve the right, among other remedies, to (a) suspend or refuse shipment to you of additional Blue Line products until payment has been made in full; (b) require payment for any or all future shipments of Blue Line products to be made on a prepayment or cash-on-delivery (COD) basis; and/or (c) require you to post a security deposit for future shipments.

(4) We own an integrated point-of-sale, kitchen dashboard, digital menu board, mobile and web system known as the "Caesar Vision" system. All franchised Restaurants must install the Caesar Vision system. The current Caesar Vision User Terms are in Exhibit M to this disclosure document. You must also accept user terms from third-party vendors whose technology is used in the Caesar Vision system. The user terms may be updated from time to time. Please see Item 11 for further information.

You must pay an annual Caesar Vision maintenance and support fee to Blue Line for each Restaurant. The fee supports the Caesar Vision software (Production Management 3.0 dashboard for kitchen operations), Altametrics (for back-of-the-house operations), Menu Manager, Spectrio (for dynamic digital menu boards), and the Gateway (an interface we have established for key applications and primary means of digital interaction with franchisees). We have the right to adjust the annual support fee.

(5) You must pay a digital transaction fee for orders received through the website and mobile ordering system we designate for Little Caesars Restaurants. This includes delivery orders received through the Little Caesars native app and website and through third-party apps and websites. We have the right to change the digital transaction fee by posting a notice on the Caesar Vision portal (see the Caesar Vision User Terms for Franchisees in Exhibit M to this disclosure document). For "marketplace" orders (i.e., those placed through an online food ordering marketplace), in addition to our digital transaction fee, ~~there is~~we may charge you a per-transaction fee ~~to~~for the third-party aggregator (currently Deliverect) that directs the customer orders on the marketplace to the Restaurant POS systems. Blue Line Retail Tech pays the per-transaction fee to the third-party aggregator ~~but will recover the cost from you~~.

(6) You and your customers must pay fees on delivery orders placed by customers through the Little Caesars native app and website and through third-party apps and websites. The delivery fees are in addition to the digital transaction fee and third-party aggregator fee discussed in Note 5. For orders through the Little Caesars app or website, the customer pays the delivery fee, service fee commission, and small order fee (if applicable) to the Restaurant, and you remit them to Blue Line. Blue Line also charges a "late to Portal" fee if the products you prepare for delivery are not ready on time for pick-up by the driver.

As of the date of this disclosure document, we have an agreement designating DoorDash as the exclusive third-party delivery service for orders placed through the Little Caesars® app and website, provided that the order is within DoorDash's service area. However, this agreement ends in ~~April 2023~~February 2026 unless extended.

For orders through third-party apps and websites, there is no exclusive delivery provider. The customer pays the delivery provider a mark-up on the food and beverage order, and you pay the

delivery provider a service commission. Delivery fees may be affected by special promotions and by delivery provider programs, under which customers pay a monthly subscription fee for service.

As a result of legal requirements in California, some of the fees for delivery orders through the Little Caesars app and website are different in that state. Specifically, the delivery fee is $~~4.99~~5.25 and the service fee commission is 15% (up to a maximum of $~~34.50).~~8.75 plus food, beverage and applicable taxes). The small order fee and late-to-portal fee are the same. Other states and cities (including New York City and Seattle) have adopted or are considering legal requirements similar to California's; ~~if they are adopted,~~ we ~~may~~ have ~~to~~adjusted or will adjust fees for delivery orders in those states ~~as well.~~ and cities to meet the applicable requirements.

(7) The training fee supports charges we incur for the training materials (Inkling), attendance and completion tracking (FranConnect), and technology services for the dedicated electronic tablet required for the LMS (Microsoft for communications and AirWatch for security).

(8) The Modern Integrated Kitchen Equipment system or "M.I.K.E." system is a proprietary automated food production system. The M.I.K.E. system is not mandatory for franchisees as of the date of this disclosure document, but we may make it mandatory. Blue Line is the only vendor of the system. Please see Item 14 for further information.

(9) The standard transfer fee is $5,000 per Restaurant.

(10) If you are a new franchisee, this is the fee that you will pay at the end of your initial 10-year term if you choose to renew and qualify for renewal of your franchise. If you are a Renewing Franchisee as defined in Item 5 (that is, an existing franchise who is now entering into the 10-year renewal term of your Little Caesars® Restaurant franchise), you will pay the renewal fee specified in your existing agreement, and you will sign our then-current Franchise Agreement as well as a Renewal Addendum ("**Renewal Addendum**"). If you are a Renewing Franchisee of a Food Truck franchise, you will pay the renewal fee specified in your existing Food Truck Addendum, and you will sign our then-current Franchise Agreement and Food Truck Renewal Addendum. The Renewal Addendum (or Food Truck Renewal Addendum, as applicable) will modify some provisions of the Franchise Agreement to reflect your status as an existing franchisee. Our current form of Renewal Addendum is in Exhibit C to this disclosure document and our current form of Food Truck Renewal Addendum is in Exhibit D.

(11) Under the Franchise Agreement, you must indemnify, defend and hold harmless us and our affiliates, and our and their respective directors, officers, employees, shareholders and agents, from all losses, costs, and expenses incurred as a result of any claims arising directly or indirectly from (a) your operation of the Restaurant, (b) your or your owners', managers' or employees' attendance and participation in training, or (c) your securities offering. If you sign a Territory Reservation Agreement, you must also indemnify, defend, and hold us and our affiliates harmless from any claims arising directly or indirectly from your failure to perform under that agreement.

(12) Any payment not made to us or our affiliates on or before the due date will be deemed to be overdue, and we will have the right to draft from your bank account the overdue amount, together with the then-current late fee for each unpaid obligation, plus interest on the overdue amount from the date it was due until paid, calculated on a daily basis. If we do not receive your weekly Gross Sales report when due, all payments that you owe us for the time period covered by the report are deemed overdue until we receive the report, regardless of whether you have actually made payment. In addition, we will have the right to estimate your Gross Sales and to draft from your bank account the estimated amount due for royalties, CAESAR FUND contributions and any other charges. Upon receipt of your delinquent Gross Sales report, we will reconcile any difference between the estimated amount and the actual royalties, CAESAR FUND contributions and other charges due for the period. If your financial statements, tax returns, or other required reports are not received when due, you must pay us a late fee for each 30 days (or portion thereof) the financial statement, tax return or other report is overdue. Our entitlement to late fees

and interest is in addition to any other remedies that we or our affiliate may have. In addition to interest and late fees, you must reimburse us for any bank charges resulting from any dishonored check or other payment.

(13) We calculate the liquidated damages as follows: your average monthly royalty fees, advertising fees, and technology fees payable over the 12-month period immediately preceding the expiration date, multiplied by 36.

(14) We calculate the liquidated damages as follows: (a) your average monthly royalty fees, advertising fees and technology fees payable over the 12-month period immediately preceding the date of termination, multiplied by the lesser of 36 months or the number of months then remaining in the then-current term of the Franchise Agreement. For greater certainty, if a change of ownership has occurred with respect to the Restaurant during the preceding 12-month period, the lump sum payment calculation will include the periods before and after the ownership change. If the Restaurant has been open less than 12 months as of the date of termination, the liquidated damages calculation will be the average monthly royalty fees and advertising fees payable for the period the Restaurant was open, multiplied by 36 months.

(15) You must reimburse us for the costs and expenses we incur as a result of your failure to comply with the Franchise Agreement, regardless of whether ~~there is any~~we issue a notice of default or notice of termination or initiate a legal proceeding to enforce its terms. Reimbursable costs include travel expenses, costs of investigation and proof of facts, accountants', attorneys', attorneys' assistants and expert witness fees, ~~cost of investigation and proof of facts,~~ court costs, administrative costs for dispute resolution services, mediator or arbitrator fees, and other ~~litigation expenses and travel~~dispute resolution expenses. If you fail to comply with your de-branding or other obligations upon expiration or termination of the Franchise Agreement, you must pay us, in addition to the liquidated damages of $250 per day: (a) the amount of any expenses we reasonably incur to perform any post-termination obligations that you fail to perform (using reasonable hourly rates for Little Caesar personnel, and including (if applicable) travel and lodging expenses); and (b) all damages, costs, and expenses, including attorneys' fees, we incur in going to court to enforce your post-termination obligations.

(16) If you initiate a legal proceeding against us and you do not prevail in obtaining the relief you were seeking, then you must reimburse us for our costs and expenses as a result of the legal proceedings, including accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with the legal proceedings.

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ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
(Franchise Agreement)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (See Note 1)	$20,000	Lump sum	Unless otherwise agreed, payable in full when we approve you to become a franchisee	Us
Rent (See Note 2)	$1,500 to $7,000	As Arranged	Monthly	Lessor
Leasehold Improvements (See Note 3)	$50,000 to $1,000,000	As Arranged	As Incurred	Suppliers
Fixtures, Equipment, and Signage (See Note 4)	$~~212~~222,000 to $~~424~~434,000	As Arranged	As Incurred	Blue Line and Suppliers
Grand Opening Advertising (See Note 5)	$15,000 to $20,000	As Arranged	As Incurred	Us or Suppliers and Media
Training Expenses (See Note 6)	$12,000 to $16,500	As Arranged	As Arranged	Hotels, Airlines, online subscriptions, licensing fees, etc.
Start-up Inventory and Supplies (See Note 7)	$63,000 to $154,000	As Arranged	As Incurred	Blue Line and Suppliers
Insurance (See Note 8)	$500 to $1,200	As Arranged	Monthly	Insurers
Utility Expenses (See Note 9)	$1,000 to $9,000	As Arranged	Monthly	Utilities
Licenses and Permits (See Note 10)	$1,000 to $20,000	As Arranged	Annually	Governments
Additional Funds – 3 months (See Note 11)	$17,000 to $47,000	As Arranged	Estimated needs for the first 3 months of operation	Various
TOTAL (See Note 12)	**$~~393~~403,000 to $1,~~718~~728,700**			

Notes:

(1) The initial fee is reduced to $15,000 for ~~an additional franchise by an existing franchisee under the same franchise number; to $15,000 for Full-term Franchisees (as defined in Item 5); to~~

~~$10,000 for a Full-term Franchisee if the royalty rate is higher than in original agreement and the ownership of the franchise has not changed from outset of the original agreement; to $15,000 for~~ the Veterans and First Responders programs ($0 for service-disabled veterans~~);~~) and to $7,500 for a Food Truck franchise. See Item 5 for details.

(2) The estimate assumes a Restaurant of 1,200 to 1,600 square feet. The estimate is for one month's rent, which may include base rent and additional rent such as prorated expenses for common area maintenance, property taxes, and insurance. In addition to monthly rent, you may have to pay a lease deposit to the lessor. If you purchase real property, the cost would be significantly more than the estimate in the chart~~,~~ and would vary depending upon the location and other factors. The chart excludes Food Trucks.

(3) Leasehold improvements must conform to our standard specifications. We will provide you with prototype plans. You will be responsible for ensuring that your final plans conform to local laws and building codes, which may involve paying architect and/or engineering fees, as well as the cost of building permits. Leasehold improvement costs vary considerably according to fair market values in your area, your real estate interest (leasehold or ownership), the size of the Restaurant, location, and whether you or your landlord develops the location. The estimated range does not include extraordinary costs, such as costs related to extensive redesign, permitting variances, legal obstacles, impact fees, utility connections, etc.

Additional factors that typically affect your initial investment include your cost to negotiate the lease (or buy the property), including legal fees, local real estate market values, terms under which other locations have been leased, how the costs to renovate or develop the land, building and other site improvements are allocated between you and the landlord, interest costs, and the negotiations of the parties, among others.

Although not reflected in the estimated initial investment for leasehold improvements, during the term of the franchise, you must refurbish the Restaurant premises within 6 months after receipt of written notice from us that refurbishment is necessary to maintain or improve the appearance and efficient operation of the Restaurant, to increase its sale potential, or to conform to the then-current public image of Little Caesars Restaurants. Refurbishment may affect building design, trade dress, color schemes, and presentation of the Marks, and may require, among other things, structural changes, replacement or renovation of fixtures and furnishings; interior and exterior remodeling and redecoration; installation of new equipment; technology additions and upgrades; resurfacing of parking areas; and modifications to existing improvements. We cannot request refurbishment sooner than 5 years from the initial construction or last full refurbishment of the Restaurant, nor during the last 12 months of the term except in connection with renewal of the franchise. You will not be obligated to spend more than $100,000 for a refurbishment (this amount is over and above the cost of required equipment). The refurbishment obligation is separate from and does not limit your other obligations (such as obligations to upgrade your information technology and software, or the requirements of your lease for the Restaurant).

(4) Fixtures, equipment, and signage must conform to our standard specifications. The estimated range is for new items; you may be able to acquire certain equipment or other items used if they are in good condition and meet our specifications. The estimated range includes the Caesar Vision system, dough process, Pizza Portal® equipment, and other required pre-opening items from Blue Line (see Item 5). The estimate does not include the price of the M.I.K.E. system, which is optional as of the date of this disclosure document. We may require franchisees to use the M.I.K.E. system in the future.

(5) At our option, you will either pay us a fee of $15,000, which we will use to carry out a grand opening advertising and promotion program on your behalf, our we will have you conduct the program yourself, in which case you must spend a minimum of $15,000 for grand opening advertising and promotion. This amount is in addition to your other financial obligations for advertising. The grand opening advertising and promotion program will take place within close

proximity to the Restaurant opening, on a schedule we determine. If we elect to carry out the program on your behalf, we will have complete discretion on how and when to make expenditures. Components of the program may include direct mail advertising, newspaper advertising, digital and social media advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons, or any other activities we determine will contribute to generating business at the Restaurant. If we decide that you will carry out the program, you must submit your proposed grand opening advertising and promotion program to us for approval at least 4 weeks before the scheduled opening. Within 7 days after the opening, you must provide evidence to verify your expenditures according to the approved plan. In the chart, the lower end of the range is the $15,000 minimum that you must spend for a program that we consider basic. The upper end of the range is our estimate of the cost for what we consider to be a "strong" grand opening plan. See Item 11 for details on advertising expenses.

(6) See Item 11 for details on training expenses. The estimate includes a fee of $125.40 for the National Restaurant Association's ServSafe program.

(7) The estimated range given is for supplies and the initial amount of products needed to open the Restaurant. The estimated range includes pre-opening items from Blue Line (see Item 5).

(8) Before signing a lease and opening the Restaurant, you must obtain, at your own expense, an insurance policy or policies protecting you, us and our affiliates, and our and their respective shareholders, directors, employees, and agents against any demand or claim with respect to personal or bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring at or in connection with the Restaurant. ~~We must be included as an Additional Insured and certificate holder on all liability policies. We may require additional or different insurance coverages in the future. Your insurance carrier must be rated at least A-VIII by A.M. Best.~~

~~Below is a schedule of the insurance policies that you must maintain.~~See Item 8 for purchasing requirements and specifications for insurance. The estimated cost range in the chart does not include workers compensation insurance. If you are required to purchase workers compensation insurance, you should consult with your insurance agent regarding the cost of that insurance.

~~A. Property.~~

~~i. Property should be insured on an all risk form, including back up of sewers and drains, and to its full replacement cost, at a minimum of $425,000. You should consult with your insurance advisor to make sure that your property insurance covers full replacement cost. Property includes buildings, if applicable, improvements and betterments, equipment, inventory and other miscellaneous personal property.~~

~~ii. Loss of income should be insured for a $250,000 limit per occurrence for 12 months. This insurance should be written on an all risk form including back up of sewers and drains and off premise power failure.~~

~~B. During construction of a Restaurant, an all risk builders' risk policy must be maintained in an amount equal to 100% of the construction value, as well as general liability insurance per item C below and workers compensation per item E below.~~

C. Comprehensive General Liability with minimum policy limits as follows:

General Aggregate	$2,000,000
Products Completed Operations	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$ 300,000

Standard coverage must include:

Bodily Injury	Personal Injury
Product Liability	Contractual Liability
Property Damage	Fire Damage Liability*
Host Liquor Liability	
Advertiser's Liability	
Incidental Malpractice	

*We recommend that you review the Fire Damage limit for adequacy with your insurance professional, especially if the Restaurant is in a free standing building.

D. Automobile Liability with minimum Limits of Liability as follows:

Owned Autos (if any)	$1,000,000
Hired Autos	$1,000,000
Non-owned Autos*	$1,000,000

*If we approve you to provide delivery services to customers, the minimum required amount of Non-Owned Auto Liability insurance is $5,000,000. Higher limits are recommended. Please consult your insurance professional to determine whether your insurance is adequate for delivery.

E. Workers' Compensation as required by law, with coverage as follows:

Part 1: Workers Compensation – Statutory Benefits

Part 2: Employer's Liability:

	$100,000 Each Accident
	$500,000 Disease Policy Limit
	$100,000 Disease Each Employee

Such insurance must include a waiver of insurer's rights of subrogation against us. In certain states, you must purchase your workers' compensation coverage through a state fund.

F. Stop Gap Liability (Employer's Liability) – required if any of your Restaurants are located in the following states or territory: North Dakota, Ohio, Washington, Wyoming, Puerto Rico, U.S. Virgin Islands, or any state where a franchisee (Employer) is approved to self-insure for Workers' Compensation.

G. Liquor Liability Insurance – required if your Restaurant, with our prior written approval, sells alcohol, with limits of $1,000,000 Each Common Cause and $1,000,000 Policy Aggregate.

H. We recommend that you also consider the following insurance (please check with your insurance professional):

- ~~Terrorism Insurance~~
- ~~Property Insurance for Flood & Earthquake~~
- ~~Loss of Income for Off-Premise Utility Service Failure that includes overhead transmission lines~~
- ~~Property Insurance for EDP/Computer & Media~~
- ~~Property Insurance for Temperature Change (Food Spoilage)~~
- ~~Crime Insurance for Employee Dishonesty, Depositors Forgery and Loss of Money~~
- ~~Cyber 1st and 3rd Party~~
- ~~Contamination / Reputation Risk~~
- ~~Excess / Umbrella Liability~~
- ~~Employee Benefit Liability~~
- ~~Employment Practices Liability~~
- ~~For multi-Restaurant owners, blanket coverage on property insurance.~~

~~Always check with your insurance professional to confirm that you have adequate insurance for your Restaurant(s). You must keep your insurance in force throughout the term of the Franchise Agreement and provide us with a current certificate of coverage. We can terminate the franchise if required insurance coverage lapses or is cancelled and is not restored or replaced within 48 hours you receive written notice of default.~~

(9) In addition to monthly charges, you may need to provide deposits for utilities. The amount of such deposits and utility costs will vary with the location of the Restaurant and the practices of the utility companies.

(10) This estimate includes business licenses and health department certificates. Some municipalities have higher fees or charges than others. We generally do not permit the sale of alcohol, but if your Restaurant is one of the exceptions allowed to serve alcoholic beverages, your licensing expenses will be greater.

(11) You will need capital to support on-going expenses, such as payroll, to the extent that these costs are not covered by sales revenue. This amount includes accounting and legal expenses. We estimate that the amount given will be sufficient to cover on-going expenses in excess of cash receipts for the first 3 months of Restaurant operations, excluding royalty and advertising contributions. This is only an estimate, however, and there is no assurance that additional working capital will not be necessary during or after the initial phase. In formulating the estimated amount of additional funds, we relied on our 60+ years of operating Restaurants and 58 years of franchising Restaurants. These estimates involve Restaurants which follow our grand opening and marketing plans.

(12) The lower end of the range assumes an initial franchise fee of $~~15~~20,000 applies. However, the initial franchise fee could be as low as zero for a qualifying service-disabled veteran.

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YOUR ESTIMATED INITIAL INVESTMENT
(Territory Reservation Agreement)

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Fee (See Note 1)	$~~20~~40,000	Lump sum (See Note 1)	When you sign TRA (See Note 1)	Us
Legal, Accounting and other Fees (See Note 2)	$1,000 to $5,000	As Arranged	As Arranged	Third Parties
TOTAL (See Note 3)	**$~~21~~41,000 to $~~25~~45,000**			

Notes:

(1) The estimate assumes that the Territory Reservation Agreement covers 4 Restaurants at a fee of $~~5~~10,000 per Restaurant. The initial fee will be higher if the Territory Reservation Agreement allows for the development of more than 4 Restaurants. See Item 5 for details regarding the timing of payment of the Territory Reservation Fee.

(2) You may incur additional legal, accounting and other fees for reviewing the Territory Reservation Agreement.

(3) You will incur the expenses listed above in the first table of this Item 7 for each Restaurant that you develop under the Territory Reservation Agreement.

* * *

All payments to us in this Item are non-refundable. Whether payments made to others are refundable will depend on your arrangements with them. We do not finance any portion of your initial investment.

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ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In general, you must purchase all current and future products, ingredients, equipment, supplies, and materials used or sold by your Restaurant (including certain proprietary items, including our spice blend, dough mix, oil, yeast, and veggie seasonings) solely from Blue Line or such other source as we may designate. We have designated other sources for certain beverage products, signs, and other goods and services as described below in this Item.

We, Blue Line or other affiliates may become an approved supplier (or the only approved supplier) of items that we or they do not supply as of the date of this disclosure document.

We have no obligation to consider additional suppliers that you may wish to propose. We do not have criteria for approving suppliers that we make available to franchisees. If we do undertake review of a proposed supplier, we will provide notice of approval or disapproval within 90 days after we complete the review process, but a decision could take up to a year or more depending on the item. You must pay any expenses we incur in inspecting and evaluating the supplier's facilities and business operations. Our approval of a supplier may be specific to a particular facility of the supplier, to a particular product or service, and to the particular Restaurant(s) to be supplied. You may not use a supplier unless and until that supplier is approved by us. We may revoke our approval at any time if we determine that the supplier no longer meets our standards. If a supplier's approval status is revoked, upon receipt of written notice of revocation, you must cease purchasing from any disapproved supplier.

We know of no purchasing cooperatives or distribution cooperatives currently operating in our system.

Beverage products. We have an agreement with Pepsi-Cola that designates Pepsi-Cola as the exclusive supplier of certain packaged and fountain beverages to Little Caesars® Restaurants through December 31, 2026, when the agreement will expire unless renewed. Under the current agreement, Pepsi-Cola provides funds to support various programs that promote both Little Caesars® products and Pepsi-Cola® products. Some program payments are calculated based on your actual purchases of Pepsi products; these amounts will be paid by Pepsi-Cola directly to you. Some program payments are calculated based on system-wide purchases of Pepsi products; all of these funds are used for marketing efforts. Some Pepsi-Cola payments support our program for military veterans, our Love Kitchen charity, and other specific programs; these payments are fixed amounts and not affected by purchase volumes.

Third party delivery. As of the date of this disclosure document, we have an agreement designating DoorDash as the exclusive third-party delivery service for orders placed through the Little Caesars® native app or website, provided that the Restaurant is within DoorDash's service area. However, this agreement ends in ~~April 2023~~February 2026 unless extended. DoorDash's service area currently covers over 90% of our Restaurants. If DoorDash is not available at your Restaurant, or if DoorDash's exclusivity ends, you may use other third-party delivery providers with our approval. Orders may also be placed through third-party apps and websites such as the DoorDash, Uber/PM, and GrubHub marketplaces.

Signs. You must purchase the signs that you will need for your Restaurant from a vendor on our approved vendor list. As of the date of this disclosure document, there are several approved sign vendors, but we reserve the right to reduce the number of approved vendors or to designate a single approved vendor.

Real estate lease. If you will occupy the Restaurant premises under a lease, we may require you to submit the lease to us for our written approval before you sign it. Our approval is not an endorsement of the legal or business terms of the lease. We can require, as a condition of our approval, that the lease contain certain terms and conditions, including a minimum term, including renewals, of 20 years; the landlord's consent to our standard signage; that the leased premises be restricted solely to the operation of a Restaurant; a prohibition on you assigning, subleasing or extending or renewing the term of the lease

without our consent; the landlord's agreement to notify us of defaults and give us an opportunity to cure the defaults; a right to enter the premises to protect our Proprietary Marks; an option for us to assume the lease on termination or non-renewal of the Franchise Agreement; a prohibition on amending the lease without our consent; and other terms.

Leasehold improvements. You must, at your own expense, construct all leasehold improvements to the Restaurant premises in conformance with the prototype plans and specifications we furnish. You must employ a qualified architect or engineer to prepare final plans and specifications for constructing the leasehold improvements based upon the plans and specifications we furnish. You must submit the final plans to us and not proceed with any construction until you have obtained our prior written approval. You must not deviate from any approved plans or specifications without our prior written approval.

Advertising and promotion. Any advertising and promotional materials that you purchase or prepare are subject to our written approval and must be in such media and of such type and format as we may approve, and must conform to such standards and requirements as we may specify. See Item 11 under the heading "Advertising and Promotion" for information about the procedure to obtain our approval.

Insurance. Before signing a lease and opening the Restaurant, you must obtain, at your own expense, an insurance policy or policies protecting you, us and our affiliates, and our and their respective shareholders, directors, employees, and agents against any demand or claim with respect to personal or bodily injury, death, or property damage, or any loss, liability, or expense arising or occurring at or in connection with the Restaurant. We must be included as an Additional Insured and certificate holder on all liability policies. We may require additional or different insurance coverages in the future. Your insurance carrier must be rated at least A-VIII by A.M. Best.

Below is a schedule of the insurance policies that you must maintain. ~~The estimated cost range in the chart does not include workers compensation insurance. If you are required to purchase workers compensation insurance, you should consult with your insurance agent regarding the cost of that insurance.~~

- Property should be insured on an all risk form, including back up of sewers and drains, and to its full replacement cost, at a minimum of $425,000. You should consult with your insurance advisor to make sure that your property insurance covers full replacement cost. Property includes buildings, if applicable, improvements and betterments, equipment, inventory and other miscellaneous personal property.

- Loss of income should be insured for a $250,000 limit per occurrence for 12 months. This insurance should be written on an all risk form including back up of sewers and drains and off premise power failure.

- During construction of a Restaurant, an all risk builders' risk policy must be maintained in an amount equal to 100% of the construction value, as well as general liability insurance per item C below and workers compensation per item E below.

- Comprehensive General Liability with minimum policy limits as follows:

General Aggregate	$2,000,000
Products Completed Operations	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage	$ 300,000

Standard coverage must include:

Bodily Injury	Personal Injury

Product Liability	Contractual Liability
Property Damage	Fire Damage Liability*
Host Liquor Liability	
Advertiser's Liability	
Incidental Malpractice	

* We recommend that you review the Fire Damage limit for adequacy with your insurance professional, especially if the Restaurant is in a free standing building.

- Automobile Liability with minimum Limits of Liability as follows:

Owned Autos (if any)	$1,000,000
Hired Autos	$1,000,000
Non-owned Autos*	$1,000,000

*If we approve you to provide delivery services to customers, the minimum required amount of Non-Owned Auto Liability insurance is $5,000,000. Higher limits are recommended. Please consult your insurance professional to determine whether your insurance is adequate for delivery.

- Workers' Compensation as required by law, with coverage as follows:

  Part 1: Workers Compensation – Statutory Benefits

  Part 2: Employer's Liability:

  $100,000 Each Accident
  $500,000 Disease Policy Limit
  $100,000 Disease Each Employee

  Such insurance must include a waiver of insurer's rights of subrogation against us. In certain states, you must purchase your workers' compensation coverage through a state fund.

- Stop Gap Liability (Employer's Liability) – required if any of your Restaurants are located in the following states or territory: North Dakota, Ohio, Washington, Wyoming, Puerto Rico, U.S. Virgin Islands, or any state where a franchisee (Employer) is approved to self-insure for Workers' Compensation.

- Liquor Liability Insurance – required if your Restaurant, with our prior written approval, sells alcohol, with limits of $1,000,000 Each Common Cause and $1,000,000 Policy Aggregate.

- We recommend that you also consider the following insurance (please check with your insurance professional):

  - Terrorism Insurance
  - Property Insurance for Flood & Earthquake
  - Loss of Income for Off–Premise Utility Service Failure that includes overhead transmission lines
  - Property Insurance for EDP/Computer & Media
  - Property Insurance for Temperature Change (Food Spoilage)
  - Crime Insurance for Employee Dishonesty, Depositors Forgery and Loss of Money
  - Cyber 1st and 3rd Party
  - Contamination / Reputation Risk

- Excess / Umbrella Liability
- Employee Benefit Liability
- Employment Practices Liability
- For multi-Restaurant owners, blanket coverage on property insurance.

- Always check with your insurance professional to confirm that you have adequate insurance for your Restaurant(s). You must keep your insurance in force throughout the term of the Franchise Agreement and provide us with a current certificate of coverage. We can terminate the franchise if required insurance coverage lapses or is cancelled and is not restored or replaced within 48 hours you receive written notice of default.

Accounting services. ~~As noted in Item 5, for the first two years of operation, franchisees who participate in our Veterans or First Responders programs must engage an accounting firm selected from our list of approved providers. In the future, to~~To facilitate consistent quality and methodology of financial reporting and the ability to generate data for the benefit of ourselves and franchisees, we ~~may require other franchisees~~reserve the right to ~~obtain approval of~~approve the accounting firm ~~that they~~you wish to use.

Information technology. We have the right to require you to use specific vendors, brands, types, makes, and/or models of commercial grade technology equipment at the Restaurant, including: (a) computer systems, digital menu boards, communications devices, data processing devices, audio and video systems; (b) printers and other peripheral hardware or devices; (c) archival back-up systems; (d) Internet access mode and speed; (e) back-up Wi-Fi devices; and (f) physical and electronic storage systems; and (g) security systems. Please see Item 11, "~~Computer Systems, POS and Electronic Equipment~~Technology Requirements" for further information.

The Caesar Vision system (see Item 6 and Item 11) is available only through Blue Line, although the system incorporates hardware, software, installation and other services from multiple third-party vendors. All franchised Restaurants must install the Caesar Vision system. You must engage a vendor we designate to install the system; self-installation by franchisees is not permitted. When you order the Caesar Vision system, you must accept the Caesar Vision User Terms for Franchisees, the current version of which is in Exhibit M to this disclosure document. You must also accept user terms from third-party vendors whose technology is used in the Caesar Vision system. The user terms may be updated at any time.

Payment systems. You must honor all credit, charge, courtesy or cash cards, gift cards, and other credit devices and mobile payment systems that we require or approve, and you must comply with all of our policies regarding acceptance of payment by credit and/or debit cards and mobile payment systems, including, for example, minimum purchase requirements and/or surcharges for use of a card. You must use only approved merchant processors. Payment systems may require you to obtain new hardware, software, equipment and training at your own expense.

Data security and PCI compliance. You must install and maintain industry-standard security measures and devices to protect data from unauthorized access or disclosure, whether you store the data at the Restaurant or off-site. We have the right to audit your processes and facilities to verify that you have taken appropriate measures to secure data. If we determine that the data you hold is not secure, we can shut off the connectivity of the Caesar Vision system, if installed in the Restaurant, until your processes and facilities are compliant with data security requirements. If you suffer a security breach, you must comply promptly with applicable laws and any instructions from Little Caesar regarding response to the breach. Any losses or expenses we incur as a result of your security breach will be subject to indemnification.

Among other things, you must implement the most recent security requirements that the PCI Security Standards Council, LLC (www.pcisecuritystandards.org) or its successor requires of a merchant that accepts payment by credit and/or debit cards (the Payment Card Industry Data Security Standards or

"PCI-DSS"), The PCI-DSS may require you to purchase a firewall or other new hardware and to have an independent third party conduct a PCI-DSS audit as and when required by the standards. You must use an approved vendor to conduct PCI-DSS audits.

The PCI Security Standards Council, LLC or its successor may revise the PCI-DSS standards at any time; we do not have control over the timing or substance of any changes. Compliance with PCI-DSS is a minimum requirement of your franchise and does not guarantee that no security breach will occur.

We may offer a package of services for internet access, data security and PCI-DSS compliance (described below); if we do so, you must purchase the package from us, our affiliate, or a designated vendor.

* * *

Your purchases from Blue Line or other entities will be at the price in effect at the time of shipment of your order. We and Blue Line negotiate product purchase arrangements with suppliers. You have no right to request that Blue Line purchase items from particular suppliers. You must pay for Blue Line purchases in accordance with Blue Line's then-current payment terms and conditions. If you fail to make any payment to Little Caesar, Blue Line, or our affiliates when due, we and Blue Line reserve the right, among other remedies, to: (a) suspend or refuse shipment of additional Blue Line products until the payment has been made in full, and/or (b) require that you pay for future orders from Blue Line at the time you order or under another pre-payment arrangement of our choosing.

Blue Line earns (and we and other affiliates may earn) a profit on goods, products and/or services sold to you and other Little Caesars® franchisees. Blue Line also receives (and we and/or other affiliates may receive) consideration from unaffiliated suppliers with respect to their sales of goods, products or services to you or other Little Caesars® franchisees, or as the result of services rendered or rights licensed to you or those franchisees, whether or not the product or service is presently mentioned in this Item. The consideration may or may not be related to services we and/or our affiliates perform. We and our affiliates will be entitled to the profits and/or consideration described in this paragraph. We and/or our affiliates currently use a portion of the consideration received from unaffiliated suppliers to help defray the costs of organizing and conducting the annual franchisee business conference.

In its fiscal year ending January ~~2, 2023~~1, 2024, Blue Line had revenue of $1,~~933,725,596~~971,491,260 from the sale of goods, services, supplies, fixtures, equipment, inventory, computer hardware, and computer software to Little Caesars® franchisees, including consideration received from other suppliers. This revenue figure is from Blue Line's year-end financial statements. Blue Line purchases some of the items that it sells to franchisees from Champion, our food manufacturing affiliate (see Item 1). The proportion of Blue Line items that Blue Line purchases from Champion may increase in the future. We (that is, Little Caesar Enterprises, Inc., the franchisor) did not receive any revenue during our last fiscal year from the sale of goods, services, supplies, fixtures, equipment, inventory, computer hardware or computer software to Little Caesars® restaurant franchisees or from required purchases by franchisees.

We estimate that your required purchases from Blue Line, Pepsi-Cola, and other designated suppliers will represent 90 to 100 percent of your total purchases and leases in establishing your Restaurant (excluding real estate costs) and 90 to 100 percent of your total purchases and leases in operating your Restaurant (excluding real estate costs).

We consider a variety of factors when determining whether to renew or grant additional franchises. Among the factors considered is compliance with the purchasing requirements and restrictions described above.

As of the issuance date of this disclosure document, some of our officers own an interest in us, some of our officers own an interest in Blue Line, and some of our officers own an interest in Champion.

* * *

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ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	§§ 1 and 5 of Franchise Agreement; § 1 of Renewal Addendum; § 1 of Exhibit B of Territory Reservation Agreement ("**TRA**")	Items 8, 10 and 11
b. Pre-opening purchases/leases	§ 5 of Franchise Agreement	Items 5, 7, 8, and 10
c. Site development and other pre-opening requirements	§ 6 of Franchise Agreement; § 1 of Renewal Addendum; Exhibit B to TRA; § 1 of Food Truck Addendum and Food Truck Renewal Addendum	Items 7, 8, and 11
d. Initial and ongoing training	§ 5 of Franchise Agreement; §§ 4 and 5 of Renewal Addendum; § 2 of Exhibit B of TRA; §§ 1-10 of Training Participant Agreement ("**TPA**")	Item 11
e. Opening	§ 6 of Franchise Agreement	Item 11
f. Fees	§§ 2, 3, 4, 5 and 9 of Franchise Agreement; § 3 of TRA; § 4 of TPA; §§ 5 and 6 of Food Truck Addendum and Food Truck Renewal Addendum	Items 5 and 6
g. Compliance with standards and policies/operating manual	§§ 5 and 8 of Franchise Agreement; § 2 of Exhibit B of TRA	Items 11 and 14
h. Trademarks and proprietary information	§§ 7, 8, and 14 of Franchise Agreement; § 5 of TRA	Items 13 and 14
i. Restrictions on products/services offered	§ 5 of Franchise Agreement; § 2 of Food Truck Addendum and Food Truck Renewal Addendum	Items 8 and 16
j. Warranty and customer service requirements	§ 5 of Franchise Agreement	Not Applicable
k. Territorial development and sales quotas	§ 2 of TRA	Item 12
l. Ongoing product/service purchases	§ 5 of Franchise Agreement	Item 8
m. Maintenance, appearance and remodeling requirements	§ 5 of Franchise Agreement; § 3 of Transfer Addendum; § 8 of Food Truck Addendum and Food Truck Renewal Addendum	Items 8 and 11
n. Insurance	§ 10 of Franchise Agreement	Item 7
o. Advertising	§ 9 of Franchise Agreement; § 9 of Food Truck Addendum and Food Truck Renewal Addendum	Items 6 and 11
p. Indemnification	§§ 12 and 18, and Guarantee of Franchise Agreement; § 13 of TRA; § 9 of TPA	Item 6

Obligation	Section in Agreement	Disclosure Document Item
q. Owner's participation/ management/staffing	§§ 5 and 15 of Franchise Agreement	Item 15
r. Records and reports	§ 11 of Franchise Agreement; § 9 of Food Truck Addendum and Food Truck Renewal Addendum	Item 6
s. Inspections and audits	§§ 5 and 11 of Franchise Agreement; § 9 of Food Truck Addendum and Food Truck Renewal Addendum	Items 6 and 11
t. Transfer	§ 12 of Franchise Agreement; § 9 of TRA	Item 17
u. Renewal	§ 2 of Franchise Agreement; § 3 of Renewal Addendum; § 2 of Transfer Addendum (Exhibit P); § 5 of Food Truck Addendum and Food Truck Renewal Addendum	Item 17
v. Post-termination obligations	§ 14 of Franchise Agreement; § 8.3 of TRA; §§ 1-10 of TPA; § 10 of Food Truck Addendum and Food Truck Renewal Addendum	Item 17
w. Non-competition covenants	§§ 5 and 15 of Franchise Agreement; § 8.4 of TRA; § 2 of TPA	Item 17
x. Dispute resolution	§ 23 of Franchise Agreement; § 8.12 of TRA; §§ 4-10 of TPA	Item 17
y. Personal guarantee	Exhibit A to Franchise Agreement; Exhibit C to TRA	Item 15

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

Except as listed below, Little Caesar Enterprises, Inc. is not required to provide you with any assistance.

Pre-Opening Obligations

1. We will make available, at no charge to you, prototype design plans and specifications for the construction of the Restaurant, including exterior (if required) and interior design and layout. (Franchise Agreement, § 4.1.) This paragraph does not apply to Food Trucks, however. (Food Truck Addendum, § 7.)

2. At your request, we will offer you such assistance as we deem appropriate in selecting a site for the Approved Location. (Franchise Agreement, § 4.2.) See "Site Selection and Construction" below for more information. This paragraph does not apply to Food Trucks, however. (Food Truck Addendum, § 7.)

3. We will provide you with electronic access to the ORG. The ORG may be in multiple parts and in various electronic media. (Franchise Agreement, § 4.3.)

4. We will offer, at the time(s) and location(s) we select, a pre-opening training program for you and such employees as we deem appropriate. Attendance and satisfactory completion of all training programs is required. (Franchise Agreement, § 4.4.)

5. Blue Line will sell and deliver to you the pre-opening items described in Item 5.

6. We will provide such initial advice and assistance in the marketing, management, and operation of the Restaurant as we deem appropriate, at the time(s) and in the manner we determine. If you request and we agree to provide assistance beyond what we customarily furnish to franchisees, we will have the right to charge a reasonable fee, plus expenses, for such assistance. We will obtain your agreement on the fee before you commit to the additional assistance. (Franchise Agreement, § 4.5.)

   Renewing Franchisees will not need or receive any pre-opening assistance.

Continuing Obligations

1. We may periodically revise the ORG to incorporate System changes. You must promptly implement any System changes upon receipt of notice from us~~,~~ and must complete their implementation within such time as we may specify. (Franchise Agreement, § 4.3.)

2. We will provide required and optional training programs as we deem appropriate, at the time(s) and location(s) we select. (Franchise Agreement, § 4.4.)

3. We will provide advice and assistance in the marketing, management, and operation of the Restaurant as we deem appropriate, at the time(s) and in the manner we determine. If you request and we agree to furnish assistance beyond what we customarily furnish to franchisees, we will have the right to charge a reasonable fee, plus expenses, for such assistance. We will obtain your agreement on the fee before you commit to the additional assistance. (Franchise Agreement, § 4.5.)

4. We will conduct, as we deem appropriate, inspections of your business premises and evaluations of the Restaurant management and operations, in order to assist you and to maintain the System's standards of quality, appearance, and service. We may use designated agents, representatives, and outside consultants and vendors (including "mystery" or "secret" shoppers) to conduct such inspections, who will have the right to take photographs, take video, remove samples of products, interview employees and customers, and inspect books, records, register tapes, and other documents relating to the operation of the Restaurant. (Franchise Agreement, § 4.6.)

Any duty or obligation imposed on us by the Franchise Agreement may be performed by any of our designees, as we may direct.

Site Selection and Construction

If you sign a Territory Reservation Agreement, your site selection obligations for any Restaurants you develop under the Territory Reservation Agreement will be as described below concerning the Franchise Agreement. In particular, you will be required to select a proposed site for each Restaurant in accordance with our site selection criteria and standards. We do not determine your location, but we must approve it. Our then-current standards for sites will apply. We suggest that you consult with real estate and other professionals of your choice during the site selection process.

If, at the time of signing the Franchise Agreement, we have not approved a location for the Restaurant, you will have 60 days to obtain our approval of a site. We will provide our site selection

guidelines and such on-site evaluations as we deem advisable. The site that we approve will be inserted as the Approved Location specified in the Franchise Agreement. The Approved Location must be within your Protected Territory (see Item 12). We consider traffic patterns, demographic characteristics of the area, site attributes, and other factors when deciding whether to approve a proposed location for a Restaurant; however, application of criteria that may have been effective with respect to other sites and premises may not be predictive of potential for all sites. We generally approve or disapprove a proposed location within 30 business days after receipt of the required materials from you. If no mutual agreement can be reached on a site for the Restaurant within 60 days, we have the right to terminate the Franchise Agreement. If you request and we agree to extend the 60-day period, we may require you to sign a release and/or comply with other conditions.

You are responsible for construction of the Restaurant, including the performance of all architects, engineers, contractors, and subcontractors you hire and for ensuring that sufficient insurance coverage is in place during the construction process. You are responsible for obtaining all zoning classifications and clearances that may be required by state or local laws, ordinances or regulations. You are also responsible for compliance with any restrictive covenants relating to the location of the Restaurant. You must obtain all permits, licenses, and certifications required for the lawful construction, occupancy, and operation of the Restaurant. In most cases, you will need an architect to draw and stamp a permit-ready set of plans for approval by the local municipality. You are also responsible for compliance with the Americans with Disabilities Act ("ADA") and other applicable federal, state and local accessibility laws.

Time to Opening

We estimate the typical length of time between signing the Franchise Agreement and opening the Restaurant to be 60 to 270 days. Factors which may affect this time period include lease obligations, construction of the shopping center or building in which your Restaurant will operate, construction of the Restaurant's leasehold improvements and installation of required equipment, a need for various governmental licenses and permits, and your financing process. Under the Franchise Agreement, you must begin construction within six months after you sign the Franchise Agreement and open the Restaurant to the public no later than 9 months from the date ~~of~~you sign the Franchise Agreement ~~(or from when we approve~~. If the Approved Location~~, if later), or~~ has not been determined when you sign the Franchise Agreement, these time periods run from our approval of the Approved Location. If you miss either deadline, we will have the right to terminate the Franchise Agreement.

Training Programs

Before opening the Restaurant, you (or, if the franchisee is a corporation, limited liability company or other entity, an owner acceptable to us) must attend our training program. As of the date of this disclosure document, we require ~~only~~, at minimum, one person from each Restaurant to attend, and that person must be you or an owner acceptable to us, but we also have the right to require your employees (for example, your manager) to attend. The chart below summarizes our current training program.

Before starting the training program, franchisees who are new to the Little Caesars brand must complete pre-training steps, consisting of: (1) a Discovery Day and interview with our Franchise Development personnel (6 hours); (2) real estate/architectural/equipment training (12 hours); and (3) On Site Evaluation with a zone manager in one of our Restaurants (minimum 8 hours but up to two days). You must complete these prerequisites to our satisfaction before we will allow you to attend the training program. We schedule pre-training once every other month or as needed.

TRAINING PROGRAM

SUBJECT	Hours of Classroom Training	Hours of "On the Job" Training	Location
IN-STORE TRAINING (50 hrs per week X 5 WEEKS)		250	Currently offered in Detroit Metro, LA Metro and surrounding areas including San Diego & San Jose, Phoenix & Tucson depending on availability.
Below are the hands-on tasks completed within those weekly hours:			
Workbook & ORG Assignments			
Booster Shot			
Productivity Standards			
Inkling Station Training Certification			
Simulated Management Shifts			
Solo Management Shifts			
Franchise Services - Zone Manager Visits			
BUSINESS TRAINING WEEK			Conducted in Detroit at our Global Resource Center. Attendance in person by at least one owner is required.
Orientation & HR	6		
Finance Department	6		
Legal, IT, CV Tech, BL Food, BL Equipment	5		
Marketing, Pepsico & Printworks	6		
Franchise Services & National Training	4		
Additional Departmental Support (Recorded videos)	1.5		
FRANCHISE DEVELOPMENT WORKSHOPS			Virtually via Microsoft Teams
Weekly Virtual Check-In, Virtually Via Teams			
Week 1 LEADERSHIP: DiSC Workplace Workshop	3		
Week 2 DIGITAL: Reserve N Ready Strategy & Incredible Customer Experience	3		
Week 3 FOOD MANAGEMENT: Inventory & Ordering	3		

SUBJECT	Hours of Classroom Training	Hours of "On the Job" Training	Location
Week 4 TEAM MANAGEMENT: Staffing, Scheduling & Productivity	4		
ServSafe Certification	10		Self-Paced Online Course & Exam
CV & Altametrics Workshop	4		Virtual *Required for New Store Operators
Training Videos	8.5		Online *Supporting weekly curriculum
TOTAL TRAINING HOURS	**64**	**250**	

All trainees must complete the training program to our satisfaction. We do not require completion within a specific time after signing the Franchise Agreement or within a specific time before opening. We schedule New Franchise Training sessions approximately every 2 months. The length and timing of the program may be changed at any time. As part of the initial training, we provide food safety certification; currently, we offer the National Restaurant Association ServSafe program, for which you must pay a fee of approximately $125.

Training is supervised by our National Director of Training and Development. All training program instructors have at least 3 years of experience with us or in the restaurant industry and have worked in either our corporate offices or our company-owned or franchised Restaurants as Restaurant managers, training managers, recruiter/trainers, area supervisors or franchise managers.

Except for the food safety certification fee, we provide the instructors, training manuals, and other materials for the training program without charge. Instructional materials may include videos, workbooks, various manuals such as the ORG, on-the-job training guides, and job aids. If you have to travel to the training location, you will be responsible for the costs of transportation, lodging, meals, and any wages for your trainees. If, at any time during the term of the Franchise Agreement, you choose to send additional employees to the training program (with our prior consent), you must pay us a fee we determine, not to exceed $500 for each attendee.

We have the right to terminate the Franchise Agreement if, at any time during the initial training program, we conclude (in our sole judgment) that you do not appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or the Franchise Agreement.

You and any employees we designate must complete additional training programs as we may reasonably require from time to time. We do not charge any fees for required additional training, but we may charge a fee for optional training programs. You will know the amount of the fee before you decide to participate. You must pay us an annual fee of $260 for access to digital training materials. In addition, you must pay us to replace your copy of the ORG manual if it is lost, destroyed or superseded by an updated version during or after training (see Item 6). You will be responsible for any and all other expenses incurred in connection with additional training programs, including the cost of any travel, lodging, meals, and wages. (Franchise Agreement, § 5.8.)

We have the right to require that each of your training attendees sign a training participant agreement ("**Training Participant Agreement**") before attending any training programs. Our current form of Training Participant Agreement is in Exhibit L. The Training Participant Agreement imposes a number

of obligations on your training attendees, including those relating to confidentiality, non-competition, waiver and release, and indemnification. For further information, see Items 9 and 17.

There is no formal training program for Renewing Franchisees.

Throughout the term of your franchise agreement, you (or an owner or individual you designate and we approve), at your expense, must attend all meetings, seminars and conferences we specify as mandatory, including all regional and national meetings, all meetings related to new products or product preparation procedures, new System programs, new operations procedures or programs, training, restaurant management, financial management, sales or sales promotion, or similar topics and annual conferences. If you or the designated owner or individual is not able to attend a mandatory meeting, you must notify us before the meeting and cause a substitute person from your operations to attend and represent you at the meeting. We have the right to charge you a missed meeting fee if you fail to attend a required meeting, seminar or conference, based on our reasonable estimate of the cost we incurred in expectation of your attendance.

Advertising and Promotion

You must spend on advertising an amount we specify for a time period we specify. Unless agreed to by your advertising Cooperative (defined below), your required advertising expenditures will not exceed 7% of your Restaurant's Gross Sales for the applicable time period. The time period specified may be weekly, every 4 weeks, monthly, quarterly, annually, or such other time period as we may specify. We will allocate the specified amount among: (a) contributions to a fund administered by Caesar Fund, Inc., a Michigan corporation, or to a successor advertising fund (collectively, "**Caesar Fund**") that administers a nationwide advertising program and/or provide collection, administrative and other services for the advertising program, as described below in this Item; (b) contributions to an advertising cooperative ("**Cooperative,**" described in more detail below); and (c) expenditures on local advertising. We can modify both the allocation and amount of your expenditures among Caesar Fund, any Cooperative to which you belong, and local advertising. We will contribute to Caesar Fund on behalf of company-owned Restaurants, but we may exclude certain Non-Traditional Restaurants that we operate.

The "**Marketing Committee**" is a 12-member committee that advises us and Caesar Fund on advertising campaigns and marketing promotions. Little Caesar selects franchisees to participate on the committee for lengths of time determined by Little Caesar. To be eligible, a franchisee must ~~meet~~have been a franchisee in good standing throughout the ~~following criteria~~six-month period before being selected by Little Caesar. "In good standing" means: (a) current on all ~~financial~~ obligations to us and our affiliates~~ and not in breach of any other contractual obligations to us or our affiliates~~; (b)~~ daily involvement~~ operating in accordance with ~~restaurant~~all requirements of the Franchise Agreement or the System, including those relating to quality, cleanliness and service; (c) on good terms with Little Caesar, including but not limited to having a good working relationship for day-to-day operations; ~~(c)~~ and (d) not in ~~default; and (d) not actively seeking sale of their franchise~~litigation or other adversarial legal proceedings with Little Caesar. Little Caesar reserves the right to remove a franchisee from any committee at any time. While serving on a committee, you must abide by any rules established by Little Caesar or the committee.

The Franchise Agreement appoints Little Caesar to make advertising decisions~~ for your benefit~~ with respect to monies allocated to CAESAR FUND, including the power to negotiate arrangements with advertising agencies and to authorize the expenditure of funds held by CAESAR FUND to pay for third party advertising services and marketing campaigns. The contributions to CAESAR FUND are made for advertising services and marketing campaigns that benefit you, our Restaurants and the System generally; CAESAR FUND holds the funds received from you and other franchisees and serves as a conduit to pay Little Caesar and other third parties who will provide the actual services~~ that benefit franchisees.~~.

All Caesar Fund contributions not retained by Little Caesar for its services, and any earnings on the contributions, will be used exclusively to meet costs of maintaining, administering, directing, conducting, and developing advertising, marketing, public relations, and/or promotional programs and

materials that promote the Little Caesars brand, and any other activities which we believe will benefit the System, including (among other things) the costs of: preparing and executing advertising campaigns in various media; buying media time; utilizing social media, mobile applications, and other emerging media and promotional channels; distribution of marketing materials; preparation of direct mail advertising; consumer, product and market research; employing advertising, sales promotion, and/or public relations agencies; hiring consultants or experts; hiring counsel (law firm or in-house) to review advertising and related materials; purchasing promotional items; executing and administering in-restaurant promotions; providing promotional materials, signs, and other marketing materials and services to our franchisees; and offering performance incentives to franchisees in connection with marketing programs. We direct all advertising and promotional programs, with the right to control the creative concepts, materials, and media used in such programs, and the placement and allocation of them. We will consult with the Marketing Committee, which acts in an advisory capacity only.

We are not obligated to spend any amount (whether Caesar Fund monies or our own money) on advertising in your area or territory, or to make expenditures for franchisees which are equivalent or proportionate to the franchisee's contribution, or to ensure that any particular franchisee benefits directly or *pro rata* from the advertising or promotion conducted by Caesar Fund.

You must make Caesar Fund payments by EFT, pre-authorized auto-draft arrangement, or such other methods as we may periodically specify. We maintain Caesar Fund contributions in an account separate from our monies and will not use them to defray our expenses, except for such reasonable costs and overhead as we may incur in activities reasonably related to the administration of Caesar Fund and direction of advertising programs, including costs of personnel (in-house or third parties) for creating and/or implementing advertising, promotional, and marketing programs, and as described in this disclosure document. Any monies collected by Caesar Fund, and any earnings on them, will not otherwise inure to our benefit. We anticipate spending all Caesar Fund contributions during the year within which the contributions are made. If, however, excess amounts remain at the end of the year, we anticipate that all expenditures in the following year will be made first out of accumulated earnings from the previous year, next out of earnings in the current year, and, finally, from current contributions. If there is a deficit at the end of the year, we will apply receipts in the following year to the deficit until it has been eliminated.

We prepare an annual financial statement of Caesar Fund using generally accepted accounting principles and will make it available to you. Caesar Fund's books and records are audited annually and we will also make the audit report available to you. You may review a copy of the financial statement and/or the audit report at our office by making a written request to us at least one week in advance.

We do not use Caesar Fund monies for activities that are primarily intended to solicit new franchisees. However, franchisees have the option to select ads that contain such solicitations, and we may use Caesar Fund monies to support our website and other activities that include information about our franchise opportunity.

We have the right to coordinate activities and/or allocate expenses between Caesar Fund and (i) any advertising cooperative established under authority of the Franchise Agreement; or (ii) any other advertising fund (*e.g.*, regional, national, or international) that may be established with respect to Little Caesars® restaurants or any other Little Caesars® restaurant concept. Any such coordination and allocation will be performed in a fair and equitable manner. We also have the right, but not the obligation, to simultaneously perform Caesar Fund responsibilities on behalf of other Little Caesars® restaurant concepts and international franchisees, including the co-mingling of contributions and disbursements.

We retain the right to terminate Caesar Fund and/or replace it with another advertising fund at any time.

In 2023~~2022~~, Caesar Fund's expenses were as follows: ~~84.7~~79.2% for media costs, ~~13.6~~18.1% for production costs, 0.2% for administrative costs, 0.3% for ~~consumer satisfaction metrics and~~ loyalty

~~programs, 0.9~~program, 1.8% for research, 0.3% for professional fees, and less than 0.1% for supplies and miscellaneous expenses. Some of the disbursements were paid to us or our affiliates.

Cooperatives. We have the right, but not the obligation, to designate any geographical area or set of common characteristics for purposes of establishing Cooperatives and to determine whether a Cooperative is applicable to your Restaurant. Each Cooperative will be organized for the exclusive purpose of administering advertising programs and developing promotional materials for use by the members of the Cooperative. For Cooperatives organized on a geographic basis, it is our intention to define the Cooperative area in terms of a Designated Market Area or "DMA," but we reserve the right to define it in a different manner. A Designated Market Area is a group of counties that form a geographic area, as defined by Nielsen Media Research based upon television station viewing dominance. You must become a member of, and contribute to, any Cooperative that we determine is applicable to your Restaurant. If the Cooperative is applicable to one or more Restaurants that we or an affiliate operates (other than a Non-Traditional Restaurant), we will also be a member of the Cooperative and will contribute to it on the same basis as franchisee members. If we sell you an existing company-owned Restaurant that belongs to a Cooperative, we may condition the sale on you signing an irrevocable proxy that permits us to retain the voting rights for that Restaurant in the Cooperative.

Each Cooperative will adopt a cooperative agreement or other governing documents to establish the organization and operation of the Cooperative. We have the right to approve or to prescribe the form of the Cooperative agreement or governing documents, subject to review by a local attorney and accountant for conformance with applicable law and accounting standards in the Cooperative area. Any suggested changes are still subject to our review and approval. No changes in the by-laws or other governing documents of a Cooperative may be made without our prior written consent. We reserve the right to change the form of organization, governing documents, and manner of operation of any Cooperative, and you and the other members agree to implement any such change immediately upon notice from us. We can change, merge or dissolve Cooperatives.

The members of the Cooperative will manage the Cooperative's activities. Cooperatives must prepare periodic financial statements and make those statements available for review by members. The Cooperative's governing documents will specify whether, and if so what, other reports are prepared and how they are circulated among the Cooperative's members.

Local advertising. We have the right to determine which types of expenditures count toward the amount that you must spend for local advertising. For example, "shakerboarding" costs do not count toward your minimum advertising dollar requirement. You must show proof of local advertising expenditures in the manner and at the time we specify.

Promotional Activities. You must participate in and comply with the terms of ~~special~~any promotional activities that we prescribe for Little Caesars Restaurants generally or in specific geographic areas. You must display promotional signs and materials and otherwise participate in the manner we request. These activities may include special offers, limited time offers, coupons, free giveaways, store incentives, and other pricing promotions, and the featured price(s) may be less than your cost for the promoted item(s). ~~You must display promotional signs or other written promotional materials or participate in other promotions as we request.~~

Gift cards and loyalty cards. You must participate in any gift card, digital coupon, or electronic gift or money card (E-card) programs, loyalty programs, frequency card programs, or other programs we specify, and must honor the terms of all such programs. We may use Caesar Fund monies to pay for gift card promotions. Subject to applicable state laws, our policy is to distribute any so-called "breakage" (i.e., unredeemed value) on gift cards and loyalty cards to Caesar Fund.

Customer experience program. You must participate in any program we establish to research or measure customer experience. Participation includes bearing any expense of your participation that is not funded by Caesar Fund or a Cooperative. For example, you may be required to offer incentives for customers to provide feedback by completing a survey or by other means.

Exemptions. We can grant any Little Caesars Restaurant an exemption for any length of time (which may be in the form of a reduction, deferral or waiver) from advertising requirements, including contributions to Caesar Fund, contributions to a Cooperative, or required local advertising expenditures.

Non-Traditional Restaurants. In some cases, Non-Traditional Restaurants do not make contributions to Caesar Fund or other national advertising funds or to a Cooperative and have no obligation to do any local advertising. ~~Non-Traditional Restaurants constituted approximately 2% of all franchised and company-owned Restaurants as of December 31, 2021.~~

Grand opening advertising. If the franchise is for a new Restaurant, at our option, you will either pay us a fee of $15,000, which we will use to carry out a grand opening advertising and promotion program on your behalf, or we will have you conduct the program yourself, in which case you must spend a minimum of $15,000 for grand opening advertising and promotion. This amount is in addition to your other financial obligations for advertising. The grand opening advertising and promotion program will take place within close proximity to the Restaurant opening, on a schedule we determine. If we elect to carry out the program on your behalf, we will have complete discretion on how and when to make expenditures. Components of the program may include direct mail advertising, newspaper advertising, digital and social media advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons, or any other activities we determine will contribute to generating business at the Restaurant. If we decide that you will carry out the program, you must submit your proposed grand opening advertising and promotion program to us for approval at least 4 weeks before the scheduled opening. Within 7 days after the opening, you must provide evidence to verify your expenditures according to the approved plan.

Approval of advertising and promotions. Neither you nor any Cooperative can use (or furnish to members) advertising or promotional programs or materials without our prior written approval. To obtain approval, you must submit samples of the proposed advertising and promotional plans and materials to us, unless the plans and materials were prepared by us or have been approved by us within the previous 6 months. We will attempt to provide notice of our approval or rejection of advertising materials within 30 days of receipt of the materials, although in some cases it may take longer. To ensure graphics are standard, we may require you to use an approved printing vendor for materials and an approved digital menu board vendor (which may be Blue Line) for electronic displays. We also have the right at any time to prohibit further use of materials we previously approved, effective upon receipt of written notice from us to you or the Cooperative.

We may provide guidance on the pricing of products and services sold by the Restaurant. To the extent permitted by applicable law where your Restaurant is located, we have the right to establish maximum and/or minimum prices that you must follow for products and services sold in the Restaurant. We may also provide suggested prices that you are not required to follow. In the case of suggested prices, you must bear any additional costs incurred to produce marketing and promotional materials for you that contain prices deviating from our suggested prices. We may require you to sign the Pricing Acknowledgment in Exhibit Q to this disclosure document to confirm your understanding of our rights and policies as to pricing.

You must obtain our prior written approval to use, register, maintain, or sponsor any social media channel, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile or Internet presence that uses or displays any of the Proprietary Marks (or any derivative thereof) or that promotes any products or services of the Restaurant. The use of any electronic medium constitutes advertising and promotion subject to our approval under the Franchise Agreement. You cannot transmit advertisements or solicitations by telephone, e-mail, text message, instant message, social media, VoIP, streaming media, or other electronic media without first obtaining Little Caesar's written consent as to: (a) the content of the advertisement or solicitation; and (b) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Restaurant must be in the form that we prescribe. We have the right to change our policies and to prohibit using channels that we previously approved.

If we approve the use of an electronic medium, our approval will be conditioned on your compliance with any standards and procedures that we issue with respect to that type of electronic medium. We prohibit making or posting any information relating to Little Caesar, the System, the Proprietary Marks, or the Restaurant without our prior written approval. In addition, you must include any disclaimers, warnings, and other statements that we may prescribe, including a clear statement that the use of the electronic medium is for a local Restaurant that you operate and that is not operated, sponsored or endorsed by Little Caesar. We may require that you include hyperlinks to Little Caesar's website(s) or other websites. We prohibit any posting or other contribution that (a) is derogatory, disparaging, or critical of Little Caesar, (b) is offensive, inflammatory, or indecent, or (c) harms the goodwill and public image of the System and/or the Proprietary Marks.

With respect to websites, our current policy is that you may not establish an independent website for your Restaurant without our prior written consent. We intend to maintain a website for our franchise system, and we may allow you to maintain a separate portion of that site for your Restaurant under guidelines we specify. At present, you cannot have any website other than the webpage(s), if any, made available on Little Caesar's website(s). If we approve a separate website for you in the future, our approval will be conditioned on your compliance with the requirements for electronic media described in the previous paragraph. We will require you to submit a sample of the proposed website domain name, format, visible content (including screen shots), and non-visible content (including meta-tags).

We own the copyright to all advertising and promotional materials that contain any of the Proprietary Marks or that otherwise relate to your Restaurant, regardless of who created the materials. We own all internet domain names, URLs, user names, and internet page names that include any of the Proprietary Marks. You must (and must cause your employees and agents to) sign all documents we require to confirm this ownership.

You must display and maintain franchisee recruiting materials in the manner we specify. We will be responsible for providing those materials at our cost.

Technology Requirements

We have the right to specify or require that you use certain vendors, brands, types, makes, and/or models of commercial grade communications equipment, routers, computer systems, Internet-connected devices, and other hardware, including: (a) back office and point of sale (POS) systems; (b) audio/visual equipment (including digital or other menu boards); (c) electronic payment devices, printers and other peripheral hardware; (d) food preparation and holding equipment; (e) mobile devices; (f) archival back-up systems; (g) network connectivity devices; (h) back-up Wi-Fi devices; (i) a firewall (required for connecting your system to our system); and (j) other physical and electronic security systems (collectively, the "**Required Technology**"). We also have the right, but no obligation, to develop or have developed, or to designate: (a) software applications that you must use in connection with the Required Technology ("**Required Software**"); (b) updates, supplements, modifications, or enhancements to the Required Software; (c) the tangible and digital media upon which you record data; and (d) the database file structures to be used. You must subscribe to or install the Required Software at your own expense, within the time we require, and (if applicable) under the terms we have arranged with providers of the Required Software. You must sign any standard license agreement or user agreement that may be required to use a system that we specify. We have the right to establish new and revised standards and specifications for the Required Technology and Required Software, and you must comply with any changes when we announce them. These changes may require you to "sunset" a piece of equipment and upgrade to other equipment.

You must comply with our requirements to connect to our franchisee-only private network (the "**FPN**") and use the FPN as we direct in connection with the operation of the Restaurant, including for reporting Gross Sales, reviewing policies, announcements and updates, ordering products and equipment, completing training modules, and accessing other applications that we specify or make available. We may discontinue the FPN at any time, change its technology platform, change the content and functionality, and/or establish and change standard user terms in our discretion.

As noted in Items 6 and 8, we own and continue to develop an integrated point-of-sale, kitchen dashboard, digital menu board, mobile and web system, currently known as the Caesar Vision system. All franchised Restaurants must install the Caesar Vision system. The Caesar Vision system collects information about customer transactions and communicates with other areas of the Restaurant to streamline business operations. We have instituted a required migration to a cloud-based version of the Caesar Vision system. Franchisees must pay $500 to a third-party vendor to install the Cloud version.

As noted in Item 8, the Caesar Vision system is available only through Blue Line, though we work with multiple third-party vendors to assemble the hardware and software components and install the system. The cost of the system ranges from $30,000 to $60,000 per Restaurant, depending on the configuration and number of terminals for the Restaurant. To install the Caesar Vision system, you must accept the Caesar Vision User Terms for Franchisees, the current version of which is in Exhibit M to this disclosure document. You must also accept user terms from third-party vendors whose technology is used in the Caesar Vision system.

We post the user requirements for the Caesar Vision system at the Gateway, a website interface that we have established for system users. Basic user requirements include a high-speed internet or satellite connection and a firewall that we designate. We will notify users via the website interface of any updates to the user requirements; you are responsible for checking periodically for any updates.

You will pay Blue Line an annual support fee for the Caesar Vision system. As of the date of this disclosure document, the annual support fee is $2,~~860~~990 per Restaurant, paid in installments of $~~220~~230 in each of our 13 accounting periods. We typically adjust the support fee every year. If you request onsite support to train your staff or troubleshoot problems with the Caesar Vision system, you must pay a fee (currently $~~12,000~~1,500 per day for each technician we send), plus travel expenses.

You must keep the Required Technology in good maintenance and repair, purchase a support contract, and install or subscribe to any additions, changes, modifications, substitutions, and/or replacements to the Required Technology or Required Software as we may specify. There is no contractual limitation on the frequency and cost of these obligations.

We have the right to specify the information that you must collect and maintain by means of the Required Technology. We also have the right at any time to independently retrieve and/or remove and use data from the Required Technology and Required Software. There are no contractual limitations on our right to access the information and data.

As between you and Little Caesar, we own exclusively all right, title and interest in all data provided by you, uploaded to our system from your system, and/or downloaded from your system to our system, and we will have the right to use the data in any manner that we deem appropriate without compensating you. In addition, all other data that you create or collect in connection with the System, or in connection with operation of the Restaurant (including consumer and transaction data), is and will be owned exclusively by Little Caesar during the term of, and following termination or expiration of, the Franchise Agreement. You must provide copies and/or originals of such data to us upon request. We may license use of such data back to you solely for the term of the Franchise Agreement and solely for your use in connection with the establishment and operation of the Restaurant. You are responsible for safeguarding any and all data licensed back to you. If your Restaurant leaves the franchise system, you must certify to us that all Caesar Vision code and customer data has been removed from your computer system and devices.

You must abide by all privacy and data protection laws pertaining to the collection, use, processing, integrity, security, transfer of, consumer access to, correction of, and deletion of personally identifiable information. You must ensure that any personally identifiable information is collected only with express or implied consent of the data subject and that all data to be shared with or transferred to Little Caesar has been collected in compliance with a privacy policy that allows such sharing or transfer. If we provide you with any personal information or data of consumers, you must abide by the restrictions and

obligations with respect to such personal information to which we contractually bind you, including as set forth in the Franchise Agreement.

You must maintain industry-standard security measures and devices to protect data from unauthorized access or disclosure, whether you store the data at the Restaurant or off-site. We have the right to audit your processes, devices and facilities to verify that you have taken appropriate measures to secure data. If we determine that the data you hold is not secure, we can shut off the connectivity of the Caesar Vision system until your processes and facilities are compliant with data security requirements. If you know of or suspect a security breach, you must notify us within 48 hours and comply with applicable laws and any instructions from us regarding investigation of and response to the breach. You must indemnify us for any losses or expenses we incur as a result of your security breach.

We specifically require that you implement the most recent security requirements that the PCI Security Standards Council, LLC (www.pcisecuritystandards.org) or its successor requires of a merchant that accepts payment by credit and/or debit cards or other mobile payment methods (the Payment Card Industry Data Security Standards or "PCI-DSS"), The PCI-DSS may require you to purchase a firewall or other new hardware and to have an independent third party conduct a PCI-DSS audit as and when required by the standards. You must use our approved vendors for PCI-DSS audits.

The PCI Security Standards Council, LLC or its successor may revise the PCI-DSS standards at any time; we do not have control over the timing or substance of any changes. Compliance with PCI-DSS is a minimum requirement of your franchise and does not guarantee that no security breach will occur.

As noted in Item 8, we may choose to offer, and if offered you must purchase from us, an affiliate, or a designated vendor, a package of services for internet access, data security and PCI-DSS compliance.

Manuals

Exhibit E to this disclosure document is the table of contents of the Operational Resource Guide. The total number of pages in the ORG is 382.

ITEM 12
TERRITORY

The Franchise Agreement grants you the right to operate the Restaurant only at the Approved Location. If, at the time of the signing the Agreement, we have not approved a location for the Restaurant, you must lease or otherwise acquire a location subject to our approval (please see Item 11). The address of the location that we approve is the Approved Location.

You may not relocate from the Approved Location without our prior written approval. In order to be considered for relocation, the new location must be within a one-mile radius of the original location and must meet any refurbishing requirements that you would have had to meet at the original location. We may require, prior to the relocation, that you complete any refurbishing requirements at the original location that would be movable to the new location. The Restaurant must re-open at the new location within six (6) months after closing at the original location. We have no obligation to approve your relocation request. Our approval will be based upon a variety of factors, including the viability of the then-current location, demographics relating to the proposed new location, the proximity of other Restaurants to the proposed new location, and compliance with other obligations under the Franchise Agreement. You must pay us a relocation fee of $2,500 at the time you submit your relocation request package. This relocation fee is refundable only if we do not approve your relocation request.

The Franchise Agreement typically defines a territory within which we will not establish or operate, or franchise any entity to establish or operate, a business using the Proprietary Marks and

System (the **"Protected Territory"**). We usually define the Protected Territory as the territory within a one-mile radius of your Approved Location. Under certain circumstances, however (*e.g.*, if your Restaurant will be located in a highly populated urban area), we may reduce the radius of the Protected Territory to a distance of ½ mile or less, or not grant you a Protected Territory at all. If the Approved Location is within any of the five boroughs of the City of New York, New York, we will not provide a Protected Territory.

If your Protected Territory will differ from the usual one-mile radius, you must sign an addendum to the Franchise Agreement to document the change (unless the Approved Location is in the City of New York, in which case an addendum is not necessary because the exception is included in the Franchise Agreement itself). Exhibit A to this disclosure document includes copies of our current Franchise Agreement Addenda for: (a) a reduced Protected Territory radius; and (b) no Protected Territory. The protected territories of other Little Caesars® franchisees may overlap with your Protected Territory, as long as their Restaurants are physically located outside of your Protected Territory.

Your Protected Territory is not exclusive, because we retain rights to Non-Traditional Restaurants as described below. Because your Protected Territory is not exclusive, we are required to include the following statement: "You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control."

We and our affiliates (e.g., other companies controlling, controlled by, or under common control with us) retain the right to own, acquire, establish and/or operate, and franchise or otherwise license others to establish and operate Non-Traditional Restaurants inside your Protected Territory. Please see Item 1 for the definition of "Non-Traditional Restaurants."

Your Protected Territory does not give you any exclusivity with respect to customers located in the Protected Territory or elsewhere. Subject to the System standards we establish from time to time, all Restaurants (regardless of ownership) may solicit and sell products to customers without regard to the customers' geographic location. We have the right to prescribe all matters relating to delivery of products to customers ("**Delivery**"), including the boundaries of your delivery area (which may or may not be the same area as the Protected Territory~~)~~), the parties permitted to deliver the products, and the manner and form of distribution of any marketing, promotional or delivery materials. We can revoke your right to provide Delivery at any time, including as a result of your inability to provide Delivery in accordance with our then-current standards. Similarly, we can make adjustments to your provision of Delivery services (including the size of your delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

You receive no right to use the Proprietary Marks or System in any other channels of distribution, including the Internet, other electronic media, catalog sales, telemarketing or other direct marketing, without our prior written consent.

We and our affiliates also retain the right, among others, on any terms and conditions we deem advisable, and without granting you any rights or paying you any consideration:

- to own, acquire, establish and/or operate, and franchise or otherwise license others to establish and operate, businesses using the Proprietary Marks and System outside of your Protected Territory;

- to own, acquire, and/or operate, and franchise or otherwise license others to establish and operate, other restaurant concepts, as well as businesses under proprietary marks other than the Proprietary Marks, or systems other than the System, whether the businesses are similar to or different from your Restaurant, at any location within or outside the Protected Territory; and

- to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products or services under the Proprietary Marks or any other marks, at or from any location within the Protected Territory (except from a Little Caesars® restaurant) or any location outside the Protected Territory. This may include activities inside the Protected Territory using other channels of distribution, including the Internet, grocery stores, other retail outlets, catalog sales, telemarketing or other direct marketing methods.

Your rights within your Protected Territory are not contingent on achievement of certain sales volume, market penetration or any other contingency. There are no circumstances under which we have the right to unilaterally alter the Protected Territory before the expiration or termination of the Franchise Agreement.

Territory Reservation Agreement

As described in Item 1, under the Territory Reservation Agreement, we hold open a territory (the "**Reserved Territory**") within which you will be eligible to develop Little Caesars® Restaurants. The Reserved Territory will be outlined in a map attached to Exhibit A to the Territory Reservation Agreement, and will typically be described by boundary streets or highways, city limit or county line or state boundaries, by an area encompassed within a radius of a specific distance (or range of distances) or of a distance sufficient to encompass a specified population (or range of populations), or by any other method of delineation that we determine is appropriate under the circumstances. The Territory Reservation Agreement will include deadlines by which you agree to open Restaurants in order to keep the Reserved Territory (the "**Development Schedule**"). You are not required to develop any Restaurants or to do so according to the Development Schedule, but if you miss a deadline in the Development Schedule, the Territory Reservation Agreement will be subject to termination. We will communicate with you regarding the Reserved Territory and the Development Schedule before you sign the Territory Reservation Agreement.

You will be responsible for locating and securing a site for each Restaurant that you develop under the Territory Reservation Agreement (see Item 11). We will provide our site selection guidelines and such on-site evaluations as we deem advisable. We will evaluate the proposed site and the Protected Territory for each new Restaurant using our then-current standards. Before we issue you a Franchise Agreement for a Restaurant under the Territory Reservation Agreement, you must meet our then-current financial and operational requirements. Our requirements as of the issuance date of this disclosure document are listed in an exhibit to the Territory Reservation Agreement in Exhibit B.

For each proposed Restaurant, if we determine that you and your owners have met all of the pre-conditions described above, we will issue our then-current form of Franchise Agreement and related documents to you for the additional Restaurant.

As long as you satisfy the Development Schedule, we will not operate or grant a franchise to any other person or entity to operate a Little Caesars® Restaurant within the Reserved Territory, subject to the exceptions for Non-Traditional Restaurants and other specific circumstances described above in this Item under "Franchise Agreement." In addition, the protection under the Territory Reservation Agreement does not apply to any Little Caesars® Restaurant concepts existing in the Reserved Territory at the time you sign the Territory Reservation Agreement, or for which a Franchise Agreement or Territory Reservation Agreement already has been signed, or as to which a company-owned or franchised Restaurant is already in development (that is, construction has commenced). Because we retain rights to Non-Traditional Restaurants, your Reserved Territory is not exclusive, and we are therefore required to include the following statement: "You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control."

Your rights within the Reserved Territory are contingent on satisfying the Development Schedule. If you miss a deadline in the Development Schedule or if you are in default under the Territory Reservation Agreement, we will have the right to terminate the Territory Reservation Agreement or to modify or reduce the Reserved Territory or add exceptions to the protection granted for the Reserved Territory.

Food Trucks

If you have a franchise for a Food Truck, you may operate the Food Truck only within a Designated Market Area or DMA that we specify (the "Area of Operation"). DMAs are defined by The Nielsen Company, a data and market measurement firm. Even within the Area of Operation, you are prohibited from operating the Food Truck within one mile of a LITTLE CAESARS® Restaurant. In addition, we may prohibit operation of the Food Truck at any sporting event, fair, festival, concert, or other event based on (a) the potential impact on LITTLE CAESARS® Restaurants in the area, or (b) our belief that the venue or type of event is not consistent with our brand image. You will not receive an exclusive territory for the Food Truck. The Area of Operation is not an exclusive or protected territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. However, if a third party requests the right to operate an additional Food Truck in the Area of Operation, you will have a right of first refusal on operating the new Food Truck.

Except as described in this disclosure document, we have not established, and, as of the issuance date of this disclosure document, do not intend to establish, other franchised or company-owned Restaurants that provide similar products or services under different proprietary marks, but we reserve the right to do so in the future.

The Franchise Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises. The Food Truck Addendum provides a right of first refusal as to other Food Trucks, as noted above. The Territory Reservation Agreement does not provide you with any options, rights of first refusal, or similar rights to acquire additional franchises outside of the Reserved Territory.

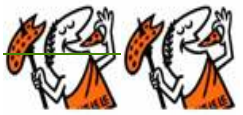
ITEM 13
TRADEMARKS

The principal trademarks that we license you to use are the "Little Caesars" name and the logo shown on the cover of this disclosure document. The term "principal trademarks" means the primary trademarks, service marks, names, logos, and commercial symbols that you will use to identify the franchised business, and does not include every trademark we own. The term "Proprietary Marks" is a broader term encompassing all of the marks we designate for the operation of Little Caesars® restaurants.

The Proprietary Marks are owned by our affiliate, LC Trademarks, Inc. ("**LC Trademarks**"), and have been licensed for use by us under a License Agreement between us and LC Trademarks. The term of the License Agreement continues until March 29, 2025. The License Agreement provides that LC Trademarks can terminate on 30 days' notice if we fail to cure a material breach within 3 months after written notice of the breach. However, because LC Trademarks is our wholly-owned subsidiary, we effectively control the duration of the License Agreement, any potential termination, and the effect on franchisees.

All of the following Proprietary Marks have been registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

Principal Trademarks	U.S. Reg. No.	Reg. Date

Principal Trademarks	U.S. Reg. No.	Reg. Date
LITTLE CAESARS	842596 * 2036763 *	January 16, 1968 February 11, 1997
HOT-N-READY	3030991*	December 20, 2005
CRAZY BREAD	2943566 *	April 26, 2005
CRAZY SAUCE	1414393 *	October 21, 1986
PIZZA!PIZZA!	1399730 * 1439558 *	July 1, 1986 May 12, 1987
CHEESER!CHEESER!	1973718 *	May 14, 1996
TWO GREAT PIZZAS! ONE LOW PRICE	1575686 *	January 2, 1990
FAMILY FAVORITES	2975508 *	July 26, 2005
LITTLE CAESARS SPECIALTY PLEASERS	2028599 *	January 7, 1997
LITTLE CAESARS (paper goods)	2387989*	September 19, 2000
THANKYOU!THANKYOU!	2348053*	May 9, 2000
CRAZY COMBO MEAL	2186306 *	September 1, 1998
CAESAR WINGS	2453194*	May 22, 2001
CRAZY!CRAZY! COMBO	2941513*	April 19, 2005
3 MEAT TREAT	3235677*	May 1, 2007
CRAZY DEAL	3235669*	May 1, 2007
CAESAR DIPS	3235650*	May 1, 2007
EXTRAMOSTBESTEST	5434760	March 27, 2018
	5798159	July 9, 2019
WORLD'S EASIEST WAY TO PIZZA JUST GOT EASIER!	5763601	~~March 12~~May 28, 2019
RESERVE-N-READY	5807452	July 16, 2019
PIZZA PORTAL	5638943	December 25, 2018
GO CRAZY!	5576945	October 2, 2018
FAMILY. FUN. PIZZA.	6072923	June 9, 2020
5 MEAT FEAST	6031985	April 14, 2020
CRAZY CALZONY	6693659	April 5, 2022
STUFFED CRAZY BREAD	6663489	March 8, 2022

All required affidavits have been filed for the marks listed above. The registrations marked with an asterisk have been renewed.

LC Trademarks has licensed Advance Pierre Foods, Inc. (formerly Pierre Foods, Inc.) to use the HOT 'N' READY mark on an exclusive basis for prepared sandwiches in food service, school, vending, convenience store, warehouse club or retail grocery store markets, but excluding restaurants of any type, including both dine-in and carry-out restaurants. Additional prepared food products (except for pizza of any type, stromboli, pepperoni sticks, and cheese bread) may be added in the future to the license granted to Advance Pierre Foods, Inc.

From time to time, we file infringement lawsuits against former franchisees to enforce their obligation to stop using the Proprietary Marks when the franchise relationship ends. Please see Item 3 for information on any such lawsuits we filed against former franchisees in our last fiscal year.

Except for the actions described above, as of the issuance date of this disclosure document, there are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, any state trademark administrator, or any court, nor to our knowledge any pending infringement, opposition or cancellation proceedings, nor other pending material litigation, involving the Proprietary Marks listed in this Item 13.

We are party to an agreement with Caesars World, Inc. under which Caesars World has the right to use, and register throughout the world, marks which include the word "Caesars" (but do not include the words "Little Caesars") associated with a variety of specified goods and services, including hotel, casino, entertainment and restaurant services, and foods; and we have the right to use and register throughout the world the marks "Little Caesars," "Caesars Dips," "Caesars sandwiches," and other marks that include the words "Little Caesars," for use in connection with restaurants, beverage and food services, and foods. This agreement is for an indefinite term and can be modified only by mutual agreement in writing. We are also a party to an agreement with Cadbury Beverages, Inc., under which we have agreed not to use or register the mark "Little Caesars" for beverages. This agreement is for an indefinite term and can be modified only by mutual agreement in writing. Except for these agreements, the license to Advance Pierre Foods, and our license agreement with LC Trademarks, to our knowledge, as of the issuance date of this disclosure document, there are no agreements currently in effect that significantly limit our rights to use or license the use of the Proprietary Marks in any manner material to the franchise.

We reserve the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under it. If we change the Proprietary Marks, you will have to modify your signs and advertising materials to conform to our new Proprietary Marks at your own expense.

You are prohibited from using the Proprietary Marks or any derivative of them as part of your corporate or other legal name, or as part of an Internet domain name or URL, including "Caesar" or "Caesars" or any other name that is likely, in our judgment, to cause third parties to be confused or mistaken with respect to the separate identities of us and our franchisees.

You must promptly notify us of any suspected unauthorized use of, or any challenge to, the validity or use of the Proprietary Marks. We have the sole right to determine whether any action should be taken, and, if any action is taken, we have the right to direct and control the prosecution, defense or settlement of any administrative proceeding or litigation or other adjudicative proceeding involving the Proprietary Marks. You have no independent right to make any demand against any user or challenger of the Proprietary Marks, or to prosecute any claim of any kind or nature relating to the Proprietary Marks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Proprietary Marks. If we determine that you have used the Proprietary Marks in accordance with the Franchise Agreement, we will bear the cost of defense, including the cost of any judgment or settlement. If we determine that you have not used the Proprietary Marks in accordance with the Franchise Agreement, you will bear the cost of defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Proprietary Marks, you must sign any and all documents and do such acts as may, in our sole opinion, be necessary to carry out the defense or prosecution, including becoming a party to any legal action. Except to the extent that the litigation results from your use of the Proprietary Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out-of-pocket litigation costs in cooperating with us with respect to the litigation.

Trademark rights to all advertising and promotion in any medium that contain any of the Proprietary Marks or that otherwise relate to your Restaurant will belong solely to us regardless of the party that created the advertising or promotion. You must (and must cause your employees and agents to) sign all documents we require to confirm this ownership.

As of the issuance date of this disclosure document, we do not know of any infringing uses that could materially affect your use of the Proprietary Marks in your state or elsewhere.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents. We own patents and have applied for other patents that may or may not turn out to be material to the operation of the franchise. To protect our interest in our inventions and to avoid premature disclosure of our interest in these inventions to third parties, we exclude from this Item patent applications that have not become publicly available as part of the patent application process.

As of the date of this disclosure document, we own the following U.S. Patents that are material to the operation of the franchise:

Title	U.S. Patent Number	Issuance Date
Cheese Distributor	D691,852	October 22, 2013
Combination Breadsticks and Pizza Product	8,623,437	January 7, 2014
Digital Menu Board System with Cash Register and Kitchen Interface	9,064,227	June 23, 2015
Measurement Tools	D763,709	August 16, 2016
Automated Pizza Assembly System	9,914,223	March 13, 2018
Automated Pizza Assembly System	9,974,314	May 22, 2018
Automated Pizza Assembly System	10,792,818	October 6, 2020
System and Method for Managing the Delivery of a Food Product	10,546,267	January 28, 2020
System and Method for Managing the Delivery of a Food Product	10,803,416	October 13, 2020
System and Method for Managing the Delivery of a Food Product	10,977,600	April 13, 2021
Dynamic Vending System and Method	11,087,419	August 10, 2021

Title	U.S. Patent Number	Issuance Date
Digital Menu Board System with Cash Register and Kitchen Interface	11,232,527	January 25, 2022
System and Method for Dispensing a Food Product	11,282,328	March 22, 2022
System and Method for Managing the Delivery of a Food Product	11,429,920	August 30, 2022

As of the date of this disclosure document, we have the following pending U.S. applications for a utility patent for which information has become publicly available:

Title	U.S. Serial Number	Filing Date
Dynamic Vending System and Method	16/644,884	March 5, 2020
Purchasing Decisions Based on Social Collaboration	16/639,290	February 14, 2020
Automated Pizza Assembly System	17/031,838	September 24, 2020
System for Dispensing Ingredients	17/410,914	August 24, 2021
Digital Menu Board System with Cash Register and Kitchen Interface	17/564,010	December 28, 2021
System and Method for Dispensing a Food Product	17/682,857	February 28, 2022
Automated Pizza Assembly System	17/806,370	June 10, 2022
System and Method for Managing the Delivery of a Food Product	17/818,866	August 10, 2022

Two of the issued patents (U.S. Patent Nos. 9,064,227 and 11,232,527) and one of the pending patent applications (U.S. Serial No. 17/564,010) are for the software used in the Caesar Vision system described in other sections of this disclosure document. We own the intellectual property rights in the system. To use the system, you must accept the Caesar Vision User Terms for Franchisees, the current version of which is in Exhibit M. However, the “Caesar Vision” name is not licensed to you for use with your customers or the public.

Four of the issued patents (U.S. Patent Nos. D691,852, 9,914,223, 9,974,314, and 10,792,818) and two of the pending patent applications (U.S. Serial No. 17/031,838 and U.S. Serial No. 17/806,370) relate to the M.I.K.E. system described in other sections of this disclosure document. We own all right, title and interest in certain proprietary software embedded or contained in the M.I.K.E. system, and we may seek to register our copyright in that software. We also own all right, title and interest in the guides and manuals created to assist with installation, user training, use and maintenance of the M.I.K.E.

system. If you install the M.I.K.E. system, you will have to sign a license agreement. If your Franchise Agreement for a Restaurant expires or terminates, your right to use the M.I.K.E. system at that Restaurant will also terminate.

Four of the issued patents (U.S. Patent Nos. 10,546,267, 10,803,416, 10,977,600, and 11,429,920) and one of the pending patent applications (U.S. Serial No. 17/818,866) relate to the Pizza Portal® equipment.

Two of the issued patents (U.S. Patent Nos. 11,087,419 and 11,282,328) and three of the pending patent applications (U.S. Serial Nos. 16/644,884, 16/639,290 and 17/818,866) relate to mobile ordering, delivery, and/or inventory management.

To our knowledge, as of the issuance date of this disclosure document, there are no currently effective, final material determinations of the USPTO or any court, and no pending material litigation, involving any of the references listed above. Also, to our knowledge, as of the issuance date of this disclosure document, there are no agreements currently in effect that significantly limit our rights to use or license others to use the inventions and the underlying products and processes that are disclosed in the references listed above. Issues involving infringements and substitution will be treated in the same manner as for trademarks, as described in Item 13.

As of the issuance date of this disclosure document, we are not aware of any infringing act that could materially affect your use of the inventions and the underlying products and processes that are disclosed in the references listed above.

Copyrights. We have registered the following copyrights with the United States Copyright Office:

Copyright	Registration Number	Registration Date
PIZZA! PIZZA!	VA 86464	November 9, 1981
PIZZA! PIZZA!	VA 283919	September 2, 1987
Family Choice (Cartoon)	VA 312-737	July 15, 1988
Baby Caesar (Cartoon)	VA 359-201	July 29, 1988
Little Caesars (Cartoon)	VA 322,848 VA 407,748 VA 810-440 VA 796-057 VA 803-068 VAu 382-684 VA 803-069	September 15, 1988 May 18, 1990 August 29, 1996 July 12, 1996 October 16, 1996 October 16, 1996 October 16, 1996
Littlecaesars.com (Website)	TX 0004830601	August 5, 1988
Little Caesars Crazy Bread with Dipping Sauce (Artwork)	VA 0001919852	August 20, 2014

These copyrighted works are identified with our Restaurants.

All copyright registrations are effective for 95 years from the date of first publication or 120 years from creation, whichever is shorter, and cannot be renewed. To our knowledge, as of the issuance date of this disclosure document, there are no effective material determinations by the United States Copyright Office or any court, and no pending material litigation, involving these copyrights. Also, to our knowledge, as of the issuance date of this disclosure document, there are no agreements in effect that significantly limit our rights to use or license others to use our copyrights in any manner material to the franchise.

As of the issuance date of this disclosure document, we are not aware of any infringing uses of the registered copyrights that could materially affect your use of the registered copyrights.

We may also claim copyright protection in other works for which we have not registered the copyright. These other works may include, among other things, the M.I.K.E. System Software and Documentation, Caesar Vision system software code, the ORG, and marketing materials created by us and Caesar Fund. Copyright to all materials, including advertisements and promotions in any medium that contain any of the Proprietary Marks or that otherwise relate to your Restaurant, will belong solely to us regardless of who created the materials. You must (and must cause your employees, contractors and agents to) sign all documents that we require to assign or otherwise confirm our ownership.

Proprietary Information. The formulas for the spice blend, dough mix, deep dish dough mix, oil blend, yeast packets, veggie seasonings, and other proprietary items used and served in Little Caesars® restaurants are trade secrets. We will not disclose these formulas to you.

We also claim proprietary rights in our materials, including the ORG and any other materials containing our standards, methods, policies, and procedures, as periodically revised by us. You must treat the ORG, our other materials, and the information contained in them as confidential. You must not at any time copy, image, duplicate, record, or otherwise reproduce the materials, in whole or in part, or otherwise make them available to any unauthorized person. The ORG remains solely our property and you must keep it in a secure place and permit access only by individuals who have a legitimate need for access in connection with your Restaurant.

Both during or after the term of the Franchise Agreement, you are prohibited from divulging or using for the benefit of any other person any confidential information, knowledge or know-how that we or our affiliates communicate to you, or of which you may be apprised by virtue of your operation under the Franchise Agreement. If you cease to be a Little Caesars franchisee, you must immediately return the ORG and all other confidential materials to us. Our confidential information does or may include: information concerning the marketing, management, or operations plans of a Restaurant; recipes, products, ingredients or product development; specifications, training manuals, policy manuals, operations manuals, sales promotion aids, business forms, operational procedures, accounting procedures, proprietary equipment and technology; proprietary designs; password-protected Internet or extranet information, marketing reports, advertising programs and materials, supplier information, purchasing or distribution procedures, inventory systems, demographic information, site selection criteria, accounting or sales information; past, present and future projects and proposals; customer, prospective customer and vendor information and relationships, marketing techniques, research processes, and financial and economic information; and other matters concerning us and/or our affiliated and related entities. Any and all other information, knowledge, know-how, and techniques that we designate as confidential will also be deemed confidential for purposes of the Franchise Agreement.

You are not allowed to: (i) modify, translate, decompile, disassemble, or create derivative works based on our confidential information; (ii) reverse engineer any products embodying our confidential information; (iii) attempt to sell, sublicense, rent, lease, grant a security interest in, or otherwise purport to transfer rights to any of our confidential information; or (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, or symbols on our confidential information.

All of the data that you collect from customers and vendors is deemed to be owned by us. See “Technology Requirements” in Item 11 for further details.

You are responsible for ensuring that all of your personnel, including but not limited to owners, officers, and crew members, and your vendors, service providers, professional advisors, and other persons associated with you, keep confidential all information they receive about us or the Restaurant. Any unauthorized use or disclosure of our confidential information by such persons will constitute a default under the Franchise Agreement. You may divulge our confidential information only to those employees who must have access to it in order to perform their employment responsibilities. You must require any employees having access to any of our confidential information to sign agreements that they will maintain the confidentiality of information they receive during their association with you. We have the right to approve the form of the agreements, which must identify us as a third-party beneficiary with the independent right to enforce them.

System developments. If you or any of your owners, guarantors, employees, contractors, agents, suppliers, or anyone else involved with and/or working in the Restaurant, develops any new concept, advertising idea, promotional concept, product, process, improvement, slogan or technology (including hardware, software, texting system, accounting system, POS, mobile, inventory tracking system, or electronic menu board) for use in the operation or promotion of your Restaurant, you must promptly notify us and provide us with all necessary related information, without compensation. Any such new development is our property, and at our request you must sign and cause all other persons involved to sign all documents we deem necessary to evidence the assignment of the new development to us. We may use this information and disclose and/or license the information for use by others. You must not introduce any new concept (including any advertising concept or idea, whether developed by you or a third party), product, process, improvement, slogan, or technology or any additions or modifications of or to the System into your Restaurant without our prior written consent.

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

We require that the franchisee (or, if the franchisee is a business entity, an owner) or an individual approved by us devote his or her full time and best efforts to on-site management and operation of the Restaurant. If you are granted franchises for more than one Restaurant, you must continue to personally supervise the operation of all your Restaurants. If your Restaurants are located in different market areas or if you elect not to reside in the same geographic area as your Restaurants, we must approve your on-site operator(s), and we may require that they have a minimum equity interest in the entity that operates and/or owns the Restaurants they supervise. Our approval of your operators will be conditioned on their successful completion of our pre-opening training program and their signing of a written agreement to maintain the confidentiality of our System and to comply with the covenants not to compete described in Item 17.

Any individual or entity that owns any direct or indirect interest in your entity must sign the Guarantee included as Exhibit A to the Franchise Agreement. In addition, we require any individual who is or becomes the spouse of any natural person who signs the Guarantee to also sign the Guarantee, jointly and severally with the spouse. You must notify us in writing of a new spouse and provide the new spouse's signed Guarantee within 45 days after marriage.

If you or any owner holds or later acquires any interest in any other Little Caesars® restaurant, you and your owners must also unconditionally guarantee full performance and discharge of all of the franchisee's obligations under the franchise agreement for the other Little Caesars® restaurant, including the payment of all royalty fees, advertising fees, and other obligations.

You must obtain a signed confidentiality and non-compete agreement from (1) all officers, directors, and store supervisors; and (2) all persons and entities from which we may require a Guarantee. We have the right to approve the form of the agreements.

You and your owners and guarantors authorize us to obtain a credit report at any time during the term of the Franchise Agreement and for a reasonable period thereafter in case of termination based on abandonment of the Restaurant or your uncured default.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

To ensure that the highest degree of quality and service is maintained, you must operate the Restaurant in strict conformity with the methods, standards and specifications that we prescribe in the ORG or otherwise in writing. You must refrain from (a) deviating from our standards, specifications, and

procedures without our prior written consent, and (b) otherwise operating the Restaurant in any manner that reflects adversely on the Proprietary Marks or the System.

You must maintain in sufficient supply, and use at all times, only products, equipment, materials, signs, menu items, ingredients, supplies, and paper goods that conform to our standards and specifications (see Item 8); and you must refrain from using nonconforming items. You must sell or offer for sale only such products and services as meet our standards of quality, as we have expressly approved, and as have been prepared, packaged and/or conducted in accordance with the methods and techniques we prescribe. You must sell or offer for sale all products and services we require in the ORG or otherwise in writing as being part of the System. You must not deviate from our methods, standards, and specifications regarding ingredients, recipes, methods of preparation and service, and weight and quality of products served. You must discontinue selling and offering for sale any products or services that we may disapprove in writing at any time. We have the right to change the types of products and services that you will offer and sell, and there are no limits on our right to make changes.

You may not engage in Delivery and/or off-premises sales of products or services to customers except as expressly permitted by the ORG or as we otherwise expressly authorize in writing. If we allow Delivery, we have the right to prescribe rules as we deem appropriate, including the boundaries of your delivery area (which may not be the same area as the Protected Territory) and the manner and form of distribution of marketing, promotional or Delivery materials. We can revoke your right to provide Delivery at any time, including as a result of your inability to provide Delivery in accordance with our then-current standards. Similarly, we can make adjustments to your provision of Delivery services (including the size of your delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

You must honor all credit, charge, courtesy, or cash cards or other credit devices and mobile payment systems that we require or approve. You must comply with all Little Caesar policies regarding acceptance of payment by credit and/or debit cards and mobile payment systems, including, for example, minimum purchase requirements and/or surcharges for use of a card. Payment systems may require you to obtain new hardware, software, equipment and training at your own expense.

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ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP
(Franchise Agreement)

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.

Provision	Section in Franchise Agreement or Other Agreement	Summary
a. Length of the franchise term	§ 2; §§ 1-10 of Training Participant Agreement ("**TPA**"); §1 of Transfer Addendum; §4 of Food Truck Addendum; §2 of TOA	Generally 10 years. All expiration dates are computed from the date that the Restaurant opens for business. Term of each TPA continues until all obligations contained in that document are satisfied by your training attendee. Franchise term for a Food Truck is 5 years. Franchise term for temporary operation under a TOA is specific to each situation and set out in the appendix to the TOA. If you are acquiring an existing franchise, you must sign a Transfer Addendum (Exhibit O or P) confirming that you receive the remainder of the transferor's term rather than a full new term of 10 years.
b. Renewal or extension of the term	§ 2; §2 of Transfer Addendum; §5 of Food Truck Addendum	Generally 1 renewal term of 10 years from the end of the initial term (5 years for a Food Truck and no renewal for a TOA). No later than 12 months before the initial term expires, you must notify us in writing either that: (a) you wish to renew and intend to satisfy the renewal conditions; or (b) you do not wish to renew and will close the Restaurant when the initial term expires. Failure to deliver the written notice will be deemed an election by you not to renew. All renewals are subject to contractual requirements. Renewing Franchisees have no further renewal rights. If you are acquiring an existing franchise that does not have further renewal rights, you must sign a Transfer Addendum (Exhibit P) confirming that you do not have renewal rights.
c. Requirements for you to renew or extend	§ 2	If you elect to renew as described in b. above, conditions that we can impose include: satisfaction of all monetary obligations to us and affiliates; not in default; past substantial compliance with Franchise Agreement, operating standards, and financial and marketing requirements; on good terms with us, including having a good working relationship for day-to-day operations and not being in litigation or other adversarial legal proceedings with us; right to remain at

Provision	Section in Franchise Agreement or Other Agreement	Summary
		Approved Location, or approval of new location; renovation of Restaurant to current standards (if you remain at Approved Location), which you must complete before the end of the expiring term or commit to complete on a schedule we approve; signing of new Franchise Agreement (which may contain materially different terms and conditions than your original Franchise Agreement) and Renewal Addendum (or Food Truck Renewal Addendum, as applicable); payment of $5,000 renewal fee ($2,500 for a Food Truck); signing of a general release of all claims against us (Exhibit N); and satisfaction of obligations to lessor and suppliers. Renewing Franchisees have no further renewal rights.
d. Termination by you	Not Applicable	No Franchise Agreement provision, but you may terminate under any grounds permitted by law.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	§ 13	See g. and h. below. Some defaults can be cured while others cannot.
g. "Cause" defined – curable defaults	§ 13.3	All breaches of the Franchise Agreement which are not specifically listed as being non-curable (see h. below).
h. "Cause" defined – non-curable defaults	§§ 13.1 and 13.2	The Franchise Agreement lists more than 20 circumstances that permit us to terminate without any opportunity by you to cure. They include, for example, your insolvency or dissolution; failure to ~~sign a lease or~~acquire an approved location, to begin construction, or to open the Restaurant within the required time; abandonment of the business; conviction of or pleading guilty to certain crimes; unauthorized change of ownership; non-compete violation; disclosure of our confidential information or materials; keeping false books or submitting false reports; loss of your lease; your receipt of 3 notices of default within 12 months; misrepresentation in connection with applying for or operating the franchise; fraud on customers or suppliers; willful or repeated failure to meet our requirements or specifications, even if you did not receive written notice of prior failures and/or cured the prior failures; knowingly underreporting Gross Sales on any occasion or if an inspection or audit reveals that any payment(s) due to Little Caesar have been understated (i) by 5% or more, or (ii) twice in any one-year period; failure to obtain or to maintain required insurance coverage; failure to complete required training; misappropriating funds withheld from your employee payroll; refusing to permit an inspection; and our reasonable determination that you have breached a material provision that is not, by its nature, curable or that goes to the essence of the Franchise Agreement. In addition, we can terminate

Provision	Section in Franchise Agreement or Other Agreement	Summary
		the Franchise Agreement if we terminate any other franchise agreement between us and you and/or one of your affiliates or related parties for default. However, if you have a Territory Reservation Agreement, a default under (or termination of) the TRA will not affect your franchise agreement(s).
i. Your obligations on termination/nonrenewal	§§ 2.~~3~~4, 2.5, 14	Obligations include ceasing operation and, if we do not take ~~over~~assignment of the lease for the Restaurant premises as described below, complete de-identification from the Little Caesars system (including changing signs, color scheme, configuration, layout, wall tiles and floor tiles). You must cease use of Proprietary Marks and confidential information, return the ORG and other materials, and pay us and our affiliates any amounts due. If termination was for your default, you may have to pay us liquidated damages ~~(see Item 6~~(§ 14.8). You must keep us informed of your current business and residential addresses and phone numbers for 3 years. At our option, any sign bearing the Little Caesars name will be deemed to be our property even if you paid a third party to make the sign. At our request, you or your affiliate must assign the lease for the Restaurant premises ~~(~~(§ 14.4 - not applicable to Food Trucks). You must provide a current copy of the lease for our review in determining whether to request assignment of the lease. You must also provide any landlord consent we request. We will have the right to further assign the lease, without recourse, to any affiliate or approved franchisee of Little Caesar. If you or any affiliate, owner, officer, or family member owns the premises, at our request the owner must offer to sell or lease the premises to us (not applicable to Food Trucks). If we elect to purchase or lease, the parties will sign Little Caesar's then-current form purchase agreement or then-current form lease, as applicable. In the case of a lease, the initial lease term and the number and length of renewal options must be commercially reasonable when compared to leases for similar space in buildings in the area. We also have the option to purchase any or all of the furnishings, equipment, signs, fixtures, or supplies related to the operation of the Restaurant, at the fair market value for use in a restaurant operation ~~(~~(§ 14.10 - not applicable to Food Trucks). We also have the option to purchase the inventory at your cost (excluding shipping, insurance, and any other ancillary charges). If you have the M.I.K.E. system installed, at our option, you must re-sell the system to Blue Line at the depreciated value. If you cease to conduct business at the Approved Location (or notify us that you intend to cease conducting business), then in addition to our right to terminate, but in lieu of our right to liquidated damages for the default, we can purchase

Provision	Section in Franchise Agreement or Other Agreement	Summary
		all of the Restaurant assets for $5,000 and may also acquire the occupancy rights as described above ~~((~~§ 2.5 - not applicable to Food Trucks). ~~Please see 17.c.~~ If you elect not to renew the franchise ~~or if you,~~ do not timely notify us of your intention to renew, or fail to satisfy the conditions for renewal, we will have the right to purchase all of the Restaurant assets upon expiration of the initial term for $5,000 (or such greater amount as may be required by franchise statute or regulation in the state where the Restaurant is located) (§ 2.4). If we exercise this right, we will also have the right to acquire the occupancy rights for the Restaurant. If you do not comply with the post-termination obligations, you must pay us liquidated damages of $250 per day for each day that you are in default~~.~~ (§ 14.7). To prevent further injury, we may hire a third party or send our own personnel to de-identify the Restaurant and/or carry out any other obligations on your behalf, and you must pay expenses reasonably incurred by Little Caesar to perform any obligations that you have failed to perform. We will have the right to transfer $10,000 from your bank account in respect of the liquidated damages and these expenses. Upon completion of de-identification of the Restaurant and payment of our expenses, we will refund any unused portion of the $10,000. If the $10,000 payment is insufficient to satisfy your obligations, we will invoice you for the balance.
j. Assignment of contract by us	§ 12.1	No restriction on our right to transfer.
k. "Transfer" by you – definition	§ 12.2	Includes transfer of Franchise Agreement, ownership interest in Franchisee, any assets of Franchisee, or all or substantially all of the assets of the Restaurant. Applies to any transfer of such interests that would occur by any mechanism, including but not limited to family financial planning, estate planning, grant to a trust, distribution from a trust, corporate reorganization, bank financing, issuance or offering of securities, employee ownership plans, divorce, new marriage, bankruptcy, or receivership.
l. Our approval of transfer by you	§§ 12.2 and 12.3	We have the right to approve transfers. You cannot transfer your franchise until you have operated the Restaurant for at least 6 months. Some types of transfers are prohibited.
m. Conditions for our approval of transfer	§§ 12.2 and 12.4	If the transfer would change control of the franchise, we can impose any conditions in our discretion. Conditions may include payment of all money owed to us and affiliates; you are not in default; signing of release (Exhibit N); we approve terms of sale; terms will not ~~put transferee under an unreasonable financial or operational burden~~in our judgment

Provision	Section in Franchise Agreement or Other Agreement	Summary
		make it likely that transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial obligations; financing is subordinate to obligations to us; transferee meets our qualifications and completes training; transferee and its affiliates collectively will not own more than 100 Restaurants and no two Restaurants owned by transferee and its affiliates are more than 100 miles apart; signing of new franchise agreement (which may contain materially different terms and conditions than the transferor's franchise agreement) together with a Transfer Addendum (Exhibit O or Exhibit P, as applicable), or assignment of the transferor's franchise agreement, at our option; proof of right to remain at Approved Location; refurbishment or remodeling of the Restaurant to our then-current standards; signing of covenants concerning confidentiality and non-competition; and payment of transfer fee. If the proposed transferee is another Little Caesars franchisee, the transferee must not be in default under any of its agreements with us and must have a good record of customer service and compliance with our operating standards. If the transferee is new to the Little Caesars franchise system, we may require the transferee to sign an acknowledgment of our rights and policies as to the pricing of Restaurant goods and services. You remain liable after the transfer for all obligations up to the date of the transfer.
n. Our right of first refusal to acquire your business	§ 12.5	We can match any offer.
o. Our option to purchase your business	§§ 2.3, 14.104, 2.5, and 14.1110	We have the option to purchase the Restaurant assets: (1) if you elect not to renew the franchise or, if you fail to notify us of your intention to renew, or if you do not satisfy the conditions for renewal after giving notice of your intention; (2) upon termination of the Franchise Agreement; (3) if you cease to conduct business at the Approved Location (or notify us that you intend to cease business); or (4) if you fail to satisfy the conditions for renewaland (3) upon termination of the franchise after giving notice of your intention to renew.Franchise Agreement. Please see 17.i above (not applicable to Food Trucks).
p. Your death or disability	§ 12.6	Franchise must be transferred to an approved transferee within 6 months, and we will waive the transfer fee. Additional requirements apply if the deceased's interest in Franchisee is held in a trust or transferred to a trust by operation of law upon death.
q. Non-competition covenants during the	§ 15; § 2 of TPA	Includes prohibition on diverting customers and owning or operating a quick or fast service restaurant engaged in the sale of pizza, pasta, sandwiches, chicken wings and/or

Provision	Section in Franchise Agreement or Other Agreement	Summary
term of the franchise		related products. Same as described in r. below for each TPA, except covenants begin at time your training attendee signs the TPA and continues for the period described in r. below. These provisions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	§ 15; § 2 of TPA	Includes one year prohibition on involvement with a quick or fast service restaurant primarily engaged in the sale of pizza, ~~pasta, sandwiches,~~ chicken wings and/or related products for businesses located within the Designated Market Area, as defined by Nielsen, of any Little Caesars restaurant, regardless of concept, and a 2-year prohibition for businesses located within the Designated Market Area in which your Restaurant was located. Same as described above for each TPA, except covenants continue for the applicable period following the termination of any franchise or business relationship between your training attendee and us, or the termination of your training attendee's affiliation with the Little Caesars® franchise system. These provisions are subject to state law.
s. Modification of the agreement	§§ 21 and 25	Amendments must be in writing and signed by both parties except: (a) we may unilaterally modify our specifications; (b) we may unilaterally modify the Franchise Agreement if the modification is approved by a majority of franchised Restaurants; and (c) all of your existing franchise agreements are amended by signing the Franchise Agreement for an additional location.
t. Integration/merger clause	§ 21	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside of this disclosure document and the Franchise Agreement may not be enforceable. This contract clause will not be treated as a disclaimer of our representations in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	§ 23; § 10 of TPA	Actions by you or your owners or affiliates must be brought, and actions by us may be brought, in the judicial district in which Little Caesar has its principal place of business at the time the action is filed (subject to state law). Currently, our principal place of business is in Detroit, Michigan.

Provision	Section in Franchise Agreement or Other Agreement	Summary
w. Choice of law	§ 23; § 10 of TPA	Michigan law applies (subject to state law).

THE FRANCHISE RELATIONSHIP
(Territory Reservation Agreement)

This table lists certain important provisions of the Territory Reservation Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Territory Reservation Agreement	Summary
a. Length of the franchise term	§ 4	The term of the Territory Reservation Agreement, which varies depending upon the number of Restaurants to be developed and other factors.
b. Renewal or extension of the term	Not Applicable	We do not grant you the right to renew or extend the Territory Reservation Agreement.
c. Requirements for you to renew or extend	Not Applicable	Not Applicable
d. Termination by you	Not Applicable	No Agreement provision, but you may terminate under any grounds permitted by law.
e. Termination by us without cause	Not Applicable	Not Applicable
f. Termination by us with cause	§ 10	See g. and h. below. Some defaults can be cured while others cannot.
g. "Cause" defined – curable defaults	§ 8, 10	Section 8 of the Territory Reservation Agreement incorporates the Franchise Agreement Section 13 – see Franchise Agreement Summary. Defaults are curable unless the incorporated Franchise Agreement Sections specifically list the default as being non-curable.
h. "Cause" defined – non-curable defaults	§ 10	Section 8 of the Territory Reservation Agreement incorporates the Franchise Agreement Section 13 – see Franchise Agreement Summary. Defaults are curable unless the incorporated Franchise Agreement Sections specifically list the default as being non-curable. Additionally, failure to timely meet the Development Schedule may result in termination without the opportunity to cure. In addition, we can terminate the Territory Reservation Agreement if we terminate any franchise agreement between us and you and/or one of your affiliates or related parties for default.

Provision	Section in Territory Reservation Agreement	Summary
i. Your obligations on termination/non-renewal	§ 8.3	You must return all manuals and other documents containing our confidential information to us.
j. Assignment of contract by us	Not Applicable	There are no restrictions in the Territory Reservation Agreement on assignment by us.
k. "Transfer" by you – definition	§ 9	Includes transfer of interest in Territory Reservation Agreement, or any of the assets of the business licensed under the Territory Reservation Agreement. Also includes sales, assignments, pledges, or other encumbrances of any direct or indirect ownership interest in you.
l. Our approval of transfer by you	§ 9	Not permitted
m. Conditions for our approval of transfer	Not applicable	Not Applicable
n. Our right of first refusal to acquire your business	Not Applicable	Not Applicable
o. Our option to purchase your business	Not Applicable	Not Applicable
p. Your death or disability	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the franchise	§ 8.4	Includes prohibition on diverting customers, and owning or operating a quick or fast service restaurant primarily engaged in the sale of pizza, ~~pasta, sandwiches,~~ chicken wings and/or related products. These provisions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	§ 8.4	Includes one year prohibition on involvement with a quick or fast service restaurant primarily engaged in the sale of pizza, ~~pasta, sandwiches,~~ chicken wings and/or related products for businesses located within the Designated Market Area, as defined by Nielson, of any Little Caesars® restaurant concept, and a 2-year prohibition for businesses located within the Designated Market Area in which your Reserved Territory is located. These provisions are subject to state law.
s. Modification of the agreement	§ 11	Territory Reservation Agreement cannot be amended or modified except in writing and signed by you and us.

Provision	Section in Territory Reservation Agreement	Summary
t. Integration/merger clause	§ 11	Only the terms of the Territory Reservation Agreement (including those incorporated into the agreement) are binding (subject to state law). Any representations or promises outside of this disclosure document and the Territory Reservation Agreement may not be enforceable. This contract clause will not be treated as a disclaimer of our representations in this disclosure document.
u. Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
v. Choice of forum	§ 8.12	Actions by you or your owners or affiliates must be brought, and actions by us or our affiliate may be brought, in the judicial district in which we have our principal place of business at the time the action is commenced, which is currently in Michigan (subject to state law).
w. Choice of law	§ 8.12	Michigan law applies (subject to state law).

ITEM 18
PUBLIC FIGURES

As of the issuance date of this disclosure document, we do not use any public figure to promote our franchise. If we grant franchises to celebrities in the future, we may agree to a discount on the franchise fee on the condition that they make one or more public appearances and announcements to the media and allow their names, photographs and information about their celebrity history to be included in news releases and promotional material.

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.

We do not make any representations about a ~~franchisee's~~franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing ~~outlet~~Restaurant, however, we may provide you with the actual records of that ~~outlet~~location. If you receive any other financial performance information or projections of your future income, you should report it to the ~~franchisor's~~franchisor's management by contacting ~~Erin Martin, our Chief of Staff,~~ General Counsel, ~~at~~ Little Caesar Enterprises, Inc., 2125 Woodward Avenue, Detroit,

Michigan 48201-3400, telephone (313) 471-6000, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

The following 5 tables contain information about franchised and company-owned Little Caesars® restaurants for our last 3 fiscal years.

TABLE NUMBER 1
System-wide Outlet Summary
For years 20202021 to 20232022

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	20202021	3,653627	3,627601	-26
	20222021	3,627607*	3,601599	-268
	20222023	3,607*599	3,599642	-8+43
Company-Owned	20202021	561582	582580	+21-2
	20212022	582580	580574	-26
	20222023	580574	574575	-6+1
Total Outlets	20212020	4,214209	4,209181	-528
	20222021	4,209187*	4,181173	-2814
	20222023	4,187*173	4,173217	-14 +44

* These numbers have been corrected to account for 6 franchised outlets in Puerto Rico that were inadvertently not counted at the end of 2020 and 2021 because of an internal reporting error.

TABLE NUMBER 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 20202021 to 20232022

State	Year	Number of Transfers
Arkansas	20212020	01
	2021	1
	2022	4
	2023	2
Arizona	20212020	16
	2021	6
	2022	5
	2023	9
California	20212020	1131
	2021	31
	2022	23
	2023	5
Colorado	20212020	0
	2021	0

State	Year	Number of Transfers
	2022	2
~~Connecticut~~	~~2020~~2023	1
	~~2021~~ ~~0~~	
	~~2022~~ ~~0~~	
Delaware	2021~~2020~~	0
	~~2021~~	~~0~~
	2022	2
	2023	5
Florida	2021~~2020~~	~~4~~10
	~~2021~~	~~10~~
	2022	7
	2023	8
Georgia	2021~~2020~~	~~22~~7
	~~2021~~	~~7~~
	2022	11
	2023	18
Idaho	2021~~2020~~	1
	~~2021~~	~~1~~
	2022	0
	2023	0
Illinois	2021~~2020~~	~~7~~6
	~~2021~~	~~6~~
	2022	3
	2023	6
Indiana	2021~~2020~~	~~3~~10
	~~2021~~	~~10~~
	2022	3
~~Iowa~~	~~2020~~2023	~~2~~23
Iowa	2021	0
	2022	4
	2023 ~~0~~	
Kansas	2021~~2020~~	~~5~~1
	~~2021~~	~~1~~
	2022	10
	2023	0
Kentucky	2021~~2020~~	~~5~~4
	2022	1
	2023	3
Louisiana	2021	~~4~~0
	2022	~~1~~0

State	Year	Number of Transfers
Maine	2023	1
	2021	0
	2022	0
	2023	2
Maryland	20212020	09
	2021	9
	2022	17
	2023	3
Massachusetts	20212020	03
	2021	3
	2022	0
	2023	3
Michigan	20212020	2544
	2021	44
	2022	16
	2023	26
Minnesota	20212020	01
	2021	1
	2022	10
	2023	0
Mississippi	20212020	30
	2021	0
	2022	5
	2023	0
Missouri	20212020	612
	2021	12
	2022	4
	2023	0
Montana	20212020	30
	2021	0
	2022	4
	2023	2
Nebraska	20212020	01
	2022	6
	2023	0
Nevada	2021	10
	2022	60
	2023	11
New Jersey	20212020	01
	2021	1

State	Year	Number of Transfers
	2022	1
	2023	4
New Mexico	20212020	03
	2021	3
	2022	0
	2023	0
New York	20212020	21
	2021	1
	2022	5
	2023	17
North Carolina	20212020	137
	2021	37
	2022	14
	2023	7
Ohio	20212020	01
	2022	3
	2023	0
Oklahoma	2021	10
	2022	30
	2023	3
Oregon	20212020	0
	2021	0
	2022	8
	2023	10
Pennsylvania	20212020	4
	2022	8
	2023	18
Rhode Island	2021	40
	2022	80
	2023	1
South Carolina	20212020	31
	2021	1
	2022	2
	2023	3
South Dakota	20212020	30
	2021	0
	2022	0
	2023	4
Tennessee	20212020	212

State	Year	Number of Transfers
	~~2021~~	~~12~~
	2022	5
~~Texas~~	~~2020~~2023	~~7~~2
Texas	2021	4
	2022	23
~~Utah~~	~~2020~~2023	~~0~~33
Utah	2021	2
	2022	0
	2023	0
Vermont	2021~~2020~~	~~0~~2
	~~2021~~	~~2~~
	2022	0
	2023	0
Virginia	2021~~2020~~	~~1~~16
	~~2021~~	~~16~~
	2022	15
	2023	13
Washington	2021~~2020~~	~~14~~0
	~~2021~~	~~0~~
	2022	5
	2023	4
Wisconsin	2021~~2020~~	~~0~~1
	2022	16
	2023	5
Wyoming	2021	~~1~~0
	2022	~~16~~0
~~TOTAL~~	~~2020~~2023	~~136~~1
TOTAL	2021	**234**
	2022	**242**
	2023	**253**

TABLE NUMBER 3
Status of Franchised Outlets
For years ~~2020~~2021 to ~~2023~~2022

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
~~Alabama~~	~~2020~~	~~99~~	~~3~~	~~0~~	~~0~~	~~0~~	~~2~~	~~100~~
Alabama	2021	100	1	0	0	0	1	100
	2022	100	0	0	0	0	1	99
~~Alaska~~	~~2020~~2023	~~2~~98*	~~0~~2	0	0	0	~~0~~2	~~2~~98
Alaska	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Arizona	2021~~2020~~	~~64~~63	~~2~~1	0	0	~~3~~0	0	~~63~~64
	2022~~2021~~	~~63~~64	1	0	0	0	~~0~~1	64
	~~2022~~2023	64	1	0	0	0	1	64
Arkansas	2021~~2020~~	41	0	0	0	0	0	41
	2022~~2021~~	41	0	0	0	0	0	41
	~~2022~~2023	41	~~0~~1	0	0	0	0	~~41~~42
California	2021~~2020~~	~~341~~323	~~2~~4	0	0	~~1~~10	~~9~~3	~~323~~324
	~~2021~~	~~323~~	~~4~~	~~0~~	~~0~~	~~0~~	~~3~~	~~324~~
	2022	324	4	0	0	0	2	326
	2023	326	2	0	1	0	0	327
Colorado	2021~~2020~~	62	0	0	0	0	~~0~~1	~~62~~61
	~~2021~~	~~62~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~61~~
	2022	61	0	0	0	0	1	60
	2023	60	1	0	0	0	0	61

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Connecticut	2021~~2020~~	~~7~~4	0	0	0	0	~~3~~0	4
	2022~~2021~~	4	0	0	0	0	0	4
	~~2022~~2023	4	0	0	0	0	0	4
Delaware	2021~~2020~~	10	0	0	0	0	0	10
	2022~~2021~~	10	0	0	0	0	0	10
	~~2022~~2023	10	0	0	~~0~~1	0	0	~~10~~9
~~Florida~~	~~2020~~	~~195~~	~~6~~	~~0~~	~~0~~	~~0~~	~~2~~	~~199~~
Florida	2021	199	4	0	0	0	3	200
	2022	200	2	0	0	0	4	198
~~Georgia~~	~~2020~~2023	~~173~~198	~~8~~4	0	~~0~~3	0	1	~~180~~198
Georgia	2021	180	0	0	0	0	1	179
	2022	179	3	0	0	0	8	174
	2023	174	3	0	3	0	1	173
Hawaii	2021~~2020~~	6	0	0	0	0	0	6
	~~2021~~	~~6~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~6~~
	2022	6	0	0	0	0	0	6
~~Idaho~~	~~2020~~2023	~~23~~6	1	0	0	0	0	~~24~~7
Idaho	2021	24	0	0	0	0	0	24
	2022	24	0	0	0	0	0	24
~~Illinois~~	~~2020~~2023	~~78~~24	1	0	~~0~~1	0	~~2~~0	~~77~~24
Illinois	2021	77	2	0	0	0	3	76
	2022	76	4	0	0	0	2	78
	2023	77**	6	0	0	0	0	83
Indiana	2021~~2020~~	93	~~1~~0	0	0	0	~~1~~2	~~93~~91
	~~2021~~	~~93~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~	~~91~~
	2022	91	0	0	0	0	5	86
~~Iowa~~	~~2020~~2023	~~29~~86	~~0~~3	0	0	0	~~3~~0	~~26~~89
Iowa	2021	26	0	0	0	0	3	23
	2022	23	0	0	0	0	5	18
	2023	18	1	0	0	0	0	19

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Kansas	2021~~2020~~	25	1	0	0	0	1	25
	~~2021~~2022	25	1	0	0	0	1	25
	~~2022~~2023	25	~~1~~2	0	0	0	~~1~~0	~~25~~27
Kentucky	2021~~2020~~	~~92~~96	~~4~~2	0	0	0	~~0~~1	~~96~~97
	~~2021~~	~~96~~	~~2~~	~~0~~	~~0~~	~~0~~	~~1~~	~~97~~
	2022	97	3	0	0	0	1	99
	2023	99	4	0	1	0	0	102
Louisiana	2021~~2020~~	54	~~2~~3	0	0	0	~~2~~3	54
	~~2021~~	~~54~~	~~3~~	~~0~~	~~0~~	~~0~~	~~3~~	~~54~~
	2022	54	0	0	0	0	4	50
	2023	50	2	0	0	0	1	51
Maine	2021~~2020~~	10	0	0	0	0	~~0~~3	~~10~~7
	~~2021~~	~~10~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~	~~7~~
	2022	7	0	0	0	0	2	5
	2023	5	0	0	0	0	0	5
Maryland	2021~~2020~~	~~47~~46	~~0~~1	0	0	0	~~1~~5	~~46~~42
	~~2021~~	~~46~~	~~1~~	~~0~~	~~0~~	~~0~~	~~5~~	~~42~~
	2022	42	0	0	0	0	2	40
	2023	40	1	0	1	0	0	40
Massachusetts	2021~~2020~~	~~16~~14	0	0	0	0	~~2~~0	14
	2022~~2021~~	14	0	0	0	0	0	14
	~~2022~~2023	14	0	0	~~0~~2	0	0	~~14~~12
Michigan	2021~~2020~~	~~264~~265	~~3~~0	0	0	0	~~2~~6	~~265~~259
	~~2021~~	~~265~~	~~0~~	~~0~~	~~0~~	~~0~~	~~6~~	~~259~~
	2022	259	1	0	0	0	3	257
	2023	257	9	0	1	0	2	263
Minnesota	2021~~2020~~	~~33~~31	~~1~~0	0	0	0	~~3~~4	~~31~~27
	~~2021~~	~~31~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~	~~27~~
	2022	27	0	0	0	0	0	27
	2023	27	0	0	0	0	2	25

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Mississippi	2021~~2020~~	72	~~20~~	0	0	0	~~24~~	~~72~~68
	~~2021~~	~~72~~	~~0~~	~~0~~	~~0~~	~~0~~	~~4~~	~~68~~
	2022	68	1	0	0	0	1	68
	2023	69*	2	0	1	0	2	68
Missouri	2021~~2020~~	66	~~23~~	0	0	0	2	~~66~~67
	~~2021~~	~~66~~	~~3~~	~~0~~	~~0~~	~~0~~	~~2~~	~~67~~
	2022	67	2	0	0	0	2	67
	2023	67	3	0	0	0	1	69
Montana	2021~~2020~~	13	0	0	0	0	0	13
	2022~~2024~~	13	0	0	0	0	0	13
	~~2022~~2023	13	0	0	0	0	0	13
Nebraska	2021~~2020~~	28	0	0	0	0	~~0~~1	~~28~~27
	~~2021~~	~~28~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~	~~27~~
	2022	27	1	0	0	0	0	28
	2023	28	1	0	0	0	0	29
Nevada	2021~~2020~~	~~19~~20	~~1~~0	0	0	0	~~0~~1	~~20~~19
	2022~~2024~~	~~20~~19	~~0~~1	0	0	0	~~1~~0	~~19~~20
	~~2022~~2023	~~19~~20	~~1~~0	0	0	0	~~0~~1	~~20~~19
New Hampshire	2021~~2020~~	~~4~~0	0	0	0	0	~~4~~0	0
	~~2021~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
New Jersey	2021~~2020~~	~~27~~23	1	0	0	0	~~5~~1	23
	~~2021~~	~~23~~	~~1~~	~~0~~	~~0~~	~~0~~	~~1~~	~~23~~
	2022	23	0	0	0	0	5	18
	2023	18	4	0	0	0	0	22
New Mexico	2021~~2020~~	~~36~~37	1	0	0	0	0	~~37~~38
	~~2021~~	~~37~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~38~~
	2022	38	0	0	0	0	1	37
	2023	37	0	0	0	0	1	36

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
New York	2021~~2020~~	~~76~~72	~~2~~0	0	0	0	~~6~~4	~~72~~68
	2022~~2021~~	~~72~~68	~~0~~1	0	0	0	41	68
	~~2022~~2023	68	~~1~~0	0	0	0	~~1~~0	68
North Carolina	2021~~2020~~	~~139~~132	~~3~~0	0	0	0	~~10~~0	132
	~~2021~~	~~132~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~132~~
	2022	132	1	0	0	0	2	131
	2023	131	7	0	1	0	1	136
North Dakota	2021~~2020~~	10	0	0	0	0	0	10
	2022~~2021~~	10	0	0	0	0	0	10
	~~2022~~2023	10	0	0	0	0	0	10
~~Ohio~~	~~2020~~	~~150~~	~~1~~	~~0~~	~~0~~	~~1~~	~~1~~	~~149~~
Ohio	2021	149	0	0	0	0	3	146
	2022	146	1	0	0	0	4	143
	2023	143	1	0	0	0	3	141
Oklahoma	2021~~2020~~	66	0	0	0	0	0	66
	2022~~2021~~	66	~~0~~1	0	0	0	~~0~~1	66
	~~2022~~2023	66	~~1~~0	0	~~0~~1	0	~~1~~0	~~66~~65
~~Oregon~~	~~2020~~	~~44~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~	~~41~~
Oregon	2021	41	0	0	0	0	0	41
	2022	41	0	0	0	0	1	40
	2023	40	0	0	0	0	0	40

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Pennsylvania	2021~~2020~~	~~103~~96	~~0~~1	0	0	0	~~7~~6	~~96~~91
	~~2021~~	~~96~~	~~1~~	~~0~~	~~0~~	~~0~~	~~6~~	~~91~~
	2022	91	1	0	0	0	3	89
	2023	89	4	0	1	0	0	92
Rhode Island	2021~~2020~~	~~6~~5	0	0	0	0	~~1~~0	5
	~~2021~~	~~5~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~5~~
	2022	5	0	0	0	0	1	4
	2023	4	0	0	0	0	0	4
South Carolina	2021~~2020~~	~~91~~89	~~3~~2	0	0	0	~~5~~0	~~89~~91
	~~2021~~	~~89~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~91~~
	2022	91	0	0	0	0	2	89
	2023	89	1	0	0	0	0	90
South Dakota	2021~~2020~~	11	0	0	0	0	0	11
	2022~~2021~~	11	~~0~~1	0	0	0	0	~~11~~12
	~~2022~~2023	~~11~~12	~~1~~0	0	0	0	0	12
Tennessee	2021~~2020~~	~~128~~132	~~4~~2	0	0	0	0	~~132~~134
	~~2021~~	~~132~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~134~~
	2022	134	11	0	0	0	0	145
~~Texas~~	~~2020~~2023	~~404~~145	~~14~~1	0	~~0~~1	0	~~1~~0	~~417~~145
Texas	2021	417	6	0	0	0	2	421
	2022	421	19	0	0	0	4	436
~~Utah~~	~~2020~~2023	~~67~~436	410	0	0	0	0	~~71~~446
Utah	2021	71	6	0	0	0	0	77
	2022	77	2	0	0	0	1	78
	2023	78	0	0	0	0	0	78
Vermont	2021~~2020~~	2	0	0	0	0	0	2
	~~2021~~	~~2~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Virginia	2021~~2020~~	99	~~1~~2	0	0	0	~~1~~3	~~99~~98
	~~2021~~	~~99~~	~~2~~	~~0~~	~~0~~	~~0~~	~~3~~	~~98~~

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
	2022	98	1	0	0	0	1	98
	2023	98	1	0	0	0	0	99
Washington	2021~~2020~~	~~84~~83	~~0~~2	0	0	0	1	~~83~~84
	~~2021~~	~~83~~	~~2~~	~~0~~	~~0~~	~~0~~	~~1~~	~~84~~
	2022	84	2	0	0	0	5	81
~~Washington, DC~~	~~2020~~2023	~~0~~81	0	0	0	0	~~0~~1	~~0~~80
	~~2021~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~2022~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
West Virginia	2021~~2020~~	51	0	0	0	0	~~0~~2	~~51~~49
	~~2021~~	~~51~~	~~0~~	~~0~~	~~0~~	~~0~~	~~2~~	~~49~~
	2022	49	2	0	0	0	0	51
	2023	51	1	0	0	0	0	52
Wisconsin	2021~~2020~~	~~51~~49	1	0	0	0	~~3~~2	~~49~~48
	~~2021~~	~~49~~	~~1~~	~~0~~	~~0~~	~~0~~	~~2~~	~~48~~
	2022	48	0	0	0	0	1	47
	2023	48**	1	0	0	0	0	49
Wyoming	2021~~2020~~	11	0	0	0	0	0	11
	2022~~2021~~	11	0	0	0	0	0	11
	~~2022~~2023	11	~~0~~1	0	0	0	0	~~1~~12
Puerto Rico	2021~~2020~~	27	0	0	0	0	0	27
	~~2021~~	~~27~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~27~~
	2022	33~~*~~***	1	0	0	0	0	34
~~Guam~~	~~2020~~2023	~~1~~34	0	0	0	0	0	~~1~~34
Guam	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
US Virgin Islands	2021~~2020~~	3	0	0	0	0	0	3
	~~2021~~	~~3~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~3~~
	2022	3	0	0	0	0	0	3
~~TOTAL~~	~~2020~~2023	3~~,653~~	~~75~~0	0	0	~~15~~0	~~86~~1	~~3,627~~2
TOTAL	**2021**	**3,627**	**47**	**0**	**0**	**1**	**72**	**3,601**

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
	2022	3,607****	70	0	0	0	78	3,599
	2023	3,599	83	0	19	0	21	3,642

** These numbers have been corrected to account for one franchised outlet counted in Alabama at the end of 2022 that should have been counted in Mississippi.

** These numbers have been corrected to account for one franchised outlet counted in Illinois at the end of 2022 that should have been counted in Wisconsin.

*** These numbers have been corrected to account for 6 franchised outlets in Puerto Rico that were inadvertently not counted at the end of 2020 and 2021 because of an internal reporting error.

TABLE NUMBER 4
Status of Company-Owned Outlets
For years 20202021 to 20232022

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
Arizona	20212020	5357	10	31	0	0	5758
	20222021	5758	0	10	0	0	58
	20222023	58	0	0	0	0	58
California	20212020	201213	10	110	02	0	213211
	20222021	213211	03	0	20	01	211213
	20222023	211213	31	0	0	12	213212
Florida	20212020	45	0	0	0	0	45
	20222021	45	0	0	0	0	45
	20222023	45	0	0	0	0	45
Illinois	20212020	5457	30	0	01	0	5756
	20222021	5756	0	0	1	0	5655
	20222023	5655	01	0	1	02	5553
Indiana	20212020	7	0	0	0	0	7
	20212022	7	0	0	0	0	7
	20222023	7	0	0	0	0	7
Michigan	20212020	59	0	0	0	0	59
	20222021	59	0	0	0	0	59
	20222023	59	0	0	0	0	59
Nevada	20212020	21	0	0	0	0	21

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
	2022~~2021~~	21	0	0	0	0	21
	~~2022~~2023	21	~~0~~1	0	0	0	~~21~~22
Ohio	~~2020~~2021	19	0	~~1~~0	1	0	~~19~~18
	2022~~2021~~	~~19~~18	0	0	~~1~~0	0	18
	~~2022~~2023	18	~~0~~1	0	0	0	~~18~~19
Tennessee	~~2020~~2021	11	0	0	0	0	11
	2022~~2021~~	11	0	0	0	~~0~~11	~~11~~0
	~~2022~~2023	~~11~~0	0	0	0	~~11~~0	0
Texas	~~2020~~2021	~~80~~83	~~3~~1	0	0	0	~~83~~84
	2022~~2021~~	~~83~~84	~~1~~4	0	0	0	~~84~~88
	~~2022~~2023	~~84~~88	~~4~~2	0	0	0	~~88~~90
Wisconsin	~~2020~~2021	10	0	0	0	0	10
	2022~~2021~~	10	0	0	0	0	10
	~~2022~~2023	10	0	0	0	0	10
TOTAL	**~~2020~~2021**	**~~561~~582**	**~~7~~1**	**~~15~~1**	**~~1~~4**	**0**	**~~582~~580**
	2022~~2021~~	**~~582~~580**	**~~1~~7**	**~~1~~0**	**~~0~~1**	**~~0~~12**	**~~580~~574**
	~~2022~~2023	**~~580~~574**	**~~7~~6**	**0**	**1**	**~~1~~24**	**~~574~~575**

TABLE NUMBER 5
Projected Openings
As of December 31, ~~2022~~2023

State	Franchise Agreement Signed But Outlet Not Open as of 12/31/~~22~~23	Projected New Franchised Outlets in ~~2023~~2024	Projected New Company-Owned Outlets in ~~2023~~2024
Alabama	~~1~~0	~~2~~1	0
Arizona	~~0~~1	~~1~~0	0
Arkansas	0	~~1~~2	0
California	~~2~~1	~~2~~5	2
Florida~~Colorado~~	~~0~~1	~~1~~6	~~0~~2
Georgia~~Florida~~	~~2~~4	5	0
Hawaii~~Georgia~~	~~2~~0	~~4~~2	0
Illinois~~Hawaii~~	1	~~2~~4	0
Indiana~~Idaho~~	~~0~~1	~~1~~2	0
Kentucky~~Illinois~~	~~4~~3	~~5~~6	~~1~~0
Louisiana~~Indiana~~	1	~~1~~2	0
~~Kansas~~Michigan	~~2~~0	~~2~~1	~~0~~1
Mississippi~~Kentucky~~	~~1~~0	~~5~~1	0
Nebraska~~Louisiana~~	~~2~~0	2	0
~~Maryland~~Nevada	~~0~~1	~~1~~2	~~0~~1
New Jersey~~Michigan~~	0	~~4~~1	~~2~~0
~~Missouri~~New Mexico	0	2	0
New York~~Nebraska~~	~~1~~3	~~1~~7	0
North Carolina~~New Jersey~~	~~0~~1	~~2~~9	0
~~New York~~Ohio	1	~~1~~2	0
Oklahoma~~North Carolina~~	~~3~~1	~~10~~2	0
South Carolina~~Ohio~~	0	1	~~1~~0
Tennessee~~Oklahoma~~	0	1	0
Texas~~Pennsylvania~~	~~0~~5	~~3~~17	~~0~~2
Utah~~South Carolina~~	1	~~1~~5	0
Virginia~~Texas~~	~~6~~0	~~13~~1	~~2~~0
~~Vermont~~Washington	0	1	0
West Virginia	~~1~~0	1	0
~~Wyoming~~Wisconsin	0	1	~~1~~0
TOTALS	**~~31~~26**	**~~77~~92**	**~~9~~8**

Notes to Tables 1-5:

(1) All numbers are as of December 31 for each year.

(2) If multiple events occurred in the process of transferring ownership of a particular Restaurant, we have reported the event that occurred last in time.

(3) The numbers for California include Restaurants that both we and our affiliate, LC Trademarks, have franchised. As described in Item 1, LC Trademarks offered Little Caesars® restaurant franchises in California from 2001 through December 2007 and may continue to provide services to existing franchisees in that state.

* * *

Exhibit F to this disclosure document lists the names, addresses and telephone numbers of our Little Caesars® restaurant franchisees in the U.S.A. as of December 31, ~~2022~~2023.

Exhibit G to this disclosure document lists the name, last known city and state, and business telephone number (or, if unknown, home telephone number) of every Little Caesars® Restaurant franchisee who had an outlet transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during ~~2022~~2023, or who has not communicated with us within 10 weeks before the date of this disclosure document. Franchisees marked with an asterisk (*) in Exhibit G continue as franchisees of other Little Caesars® restaurants. If you buy a Little Caesars® Restaurant franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

The lists attached to this disclosure document as Exhibit F and Exhibit G include both our and LC Trademarks' franchisees for the State of California.

Our franchisees have signed confidentiality clauses during the last 3 fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Little Caesars® franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following independent franchisee organization has asked to be included in this disclosure document:

Organization Name:	Independent Organization of Little Caesars Franchisees (IOLCF)
Address:	2685 Lapeer Road, Suite 101 Auburn Hills, Michigan 48326
Telephone Number:	(248) 377-1900
Fax Number:	(248) 377-1913
Web Address:	http://www.iolcf.com

You have the right to become a member of the IOLCF.

[*Remainder of page intentionally left blank.*]

ITEM 21
FINANCIAL STATEMENTS

Exhibit J to this disclosure document contains the audited financial statements of our affiliate, LC Trademarks, as of December 31, ~~2022~~2023, December 31, 2022~~2021~~, and December 31, ~~2020~~2021 and for the years then ended, together with the independent auditor's report.

Our separate financial statements are not included in this disclosure document. Should we fail to fulfill our duties and obligations to our franchisees under their franchise agreements, however, LC Trademarks absolutely and unconditionally guarantees to assume those duties and obligations. A copy of LC Trademarks' Guarantee of Performance is included in this disclosure document as Exhibit K.

ITEM 22
CONTRACTS

The following contracts are attached to this disclosure document:

1. Franchise Agreement (Exhibit A), including addenda for reduced protected territory and for no protected territory

2. Territory Reservation Agreement (Exhibit B)

3. Renewal Addendum (Exhibit C)

4. Food Truck Addendum and Food Truck Renewal Addendum (Exhibit D)

5. Training Participant Agreement (Exhibit L)

6. Caesar Vision User Terms for Franchisees (Exhibit M)

7. Release to be signed when signing a new Franchise Agreement in connection with renewal or transfer of an existing franchise, and for the purchase of an additional franchise (Exhibit N)

8. Transfer Addendum (Exhibit O)

9. Transfer Addendum – No Right to Renew (Exhibit P)

10. Pricing Acknowledgment (Exhibit Q)

11. Rider to Contract for Sale (Exhibit R)

12. Offer Letter (Exhibit S)

13. Temporary Operating Agreement (Exhibit T)

ITEM 23
RECEIPTS

The last four pages of this disclosure document are two copies of a detachable receipt. Please sign and return our copy of the receipt (Copy for Little Caesar Enterprises, Inc.), and sign and retain for your records your copy of the receipt (Copy for Prospective Franchisee).

EXHIBIT A

FRANCHISE AGREEMENT

Franchise #

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISE AGREEMENT

Approved Location: _____

_____

Effective Date: _____

Expiration Date: [10 years from Opening Date]

Franchisee: _____

Ownership: See Exhibit B

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISE AGREEMENT

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LITTLE CAESAR ENTERPRISES, INC.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("**Agreement**") is made by and between **Little Caesar Enterprises, Inc.**, a Michigan corporation with its principal place of business at 2125 Woodward Avenue, Detroit, Michigan 48201 ("**Little Caesar**"), and the individual(s) or company identified on the cover page ("**Franchisee**"). ~~The effective date of this Agreement ("**Effective Date**") is the date inserted on the cover page by Little Caesar upon Little Caesar's execution of this Agreement.~~

RECITALS

A. Little Caesar, as the result of the expenditure of time, skill, effort, and money, has developed several restaurant concepts, each of which offers to the public a wide variety of pizza and related items.

B. Each restaurant concept includes technical information and expertise relating to the preparation and production of food products; the use of special spices, sauces, and pizza dough, all of which constitute trade secrets and are identified by the public with Little Caesar products; special recipes and menu items; prescribed exterior and interior design, ~~decor~~décor, fixtures, and furnishings; standards and specifications for products and supplies; service standards; standards, specifications, and procedures for operations; training and assistance; and advertising and promotional programs (collectively, "**Operational Plans**"); all of which may be changed, improved, and further developed by Little Caesar from time to time.

C. Each restaurant concept will utilize Little Caesar's Operational Plans, portions of which are the same or similar to the Operational Plans provided by Little Caesar to other restaurant concepts, and portions of which are used by Little Caesar only with the specific restaurant concept. The Operational Plans utilized by the specific restaurant concept to be licensed to Franchisee pursuant to this Agreement are hereinafter referred to as the "System."

D. Little Caesar identifies its restaurant concepts by means of certain trade names, service marks, trademarks, trade dress, logos, emblems, and indicia of origin ("**Marks**") as are now or may hereinafter be designated by Little Caesar. Each restaurant concept will use certain Marks which are used only with that concept as well as share other such Marks with other restaurant concepts. The Marks to be utilized by the specific restaurant concept to be licensed to Franchisee pursuant to this Agreement are hereinafter referred to as "**Proprietary Marks**."

E. Franchisee desires to enter into the business of operating a "Little Caesars" restaurant utilizing the System and using the Proprietary Marks, and wishes to enter into an agreement with Little Caesar for that purpose, and to receive the training and other assistance provided by Little Caesar in connection therewith.

F. Franchisee acknowledges that Little Caesar franchises and operates other restaurant businesses, some of whose products are similar to those to be offered pursuant to this Agreement.

G. Franchisee understands and acknowledges the importance of Little Caesar's high standards of quality, cleanliness, appearance, and service and of Little Caesar's proprietary products and ingredients (including without limitation spices, sauces, and dough), and the necessity of operating Franchisee's business in conformity with Little Caesar's standards and specifications.

The parties agree as follows:

1. GRANT

1.1. Franchise Grant. Little Caesar hereby grants to Franchisee the right, and Franchisee accepts the obligation, to use the Proprietary Marks and System solely in connection with the operation of a "Little Caesars" restaurant ("**Restaurant**~~" or "Franchised Business"~~)") at the Approved Location and any approved activities associated with the Restaurant.

1.2. Location of Restaurant. The Restaurant shall be operated only at a single location approved by Little Caesar ("**Approved Location**"). The exact street address of the Approved Location is shown on the cover page. If, at the time of Franchisee's execution of this Agreement, a location for the Restaurant has not been approved by Little Caesar, Franchisee shall lease or acquire a location approved by Little Caesar within sixty (60) days after the ~~Effective Date~~execution of this Agreement and, upon Little Caesar's approval, the address of the location shall be inserted on the cover page as the Approved Location. Any site selection assistance or approvals furnished by Little Caesar before or after executing this Agreement shall not be deemed to be a guarantee, assurance, or representation by Little Caesar that a Restaurant will be profitable or successful at the Approved Location. Franchisee shall not relocate the Restaurant from the Approved Location except in accordance with Section 6.8 below.

1.3. Territorial Protection. During the term of this Agreement, unless stated otherwise in an addendum to this Agreement and except as otherwise provided in Section 1.4, Little Caesar shall not establish or operate, or franchise others to establish or operate, a business using the Proprietary Marks and System at any location within the geographical area enclosed within a circle which: (a) is drawn around the Approved Location; (b) has the Approved Location at its center; and (c) has a radius of one (1) mile ("**Protected Territory**"). Notwithstanding the foregoing, if the Approved Location is within any of the five boroughs of the City of New York, New York, there is no Protected Territory.

1.4. Exclusions from Territorial Protection. Franchisee expressly acknowledges and agrees that, except as provided in Section 1.3, the franchise is non-exclusive. Little Caesar and any Little Caesar affiliate (as the term "**affiliate**" is defined in Section 22.5) retain the right, among others, in any manner and on any terms and conditions Little Caesar deems advisable, and without granting Franchisee any rights therein:

1.4.1. to own, acquire, establish, and/or operate, and license others to establish and operate, businesses using the Proprietary Marks and System (i) outside the Protected Territory, and (ii) inside the Protected Territory on food trucks and other mobile units and in arenas, sports stadiums, sports complexes, shopping malls, food courts, department stores, retail and convenience stores, gas stations, hotels, casinos, amusement parks, arcades, theaters, bowling centers, festivals, fairs, schools, colleges, national parks, state and local parks, public beaches, convention centers, conference centers, factories, hospitals, penal institutions, airports, train stations, public transit stations, cruise ship ports, turnpikes, military bases, government buildings, office complexes, high-rise apartment buildings, senior living facilities, ~~Indian~~Native American reservations, and other premises where the primary activity conducted at the premises is other than the retail sale of food prepared for immediate consumption ~~("~~(collectively, the outlets in clause (ii) are referred to as "**Non-Traditional Restaurants"**).

1.4.2. to own, acquire, establish and/or operate, and license others to establish and operate, other restaurant concepts now or hereinafter offered by Little Caesar, as well as businesses under proprietary marks other than the Proprietary Marks or other systems, whether such restaurant concepts or businesses are similar to or different from the Restaurant, at any location within or outside the Protected Territory; and

1.4.3. to sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products under the Proprietary Marks or any other marks, at or from any location within the Protected Territory (except from a Little Caesars restaurant) or any location outside the Protected Territory.

1.5. No Customer Exclusivity. Franchisee expressly acknowledges that Franchisee has no exclusive rights with respect to customers (hereinafter for the sake of convenience referred to as "guests") located in the Protected Territory or elsewhere. Subject to the System standards established by Little Caesar from time to time under Section 5, all Restaurants (regardless of ownership) may solicit and sell products to ~~customers~~guests without regard to the ~~customers'~~guests' geographic location.

1.6. Delivery. Little Caesar shall have the right to prescribe all matters relating to delivery of products to ~~customers~~guests (**"Delivery"**), including, without limitation, the boundaries for Franchisee's delivery area (which may or may not be the same area as the Protected Territory~~)~~), the parties permitted to deliver the products, and the manner and form of distribution of any marketing, promotional or delivery materials. All Delivery orders shall be placed as directed by Little Caesar from time to time. Little Caesar may, in its discretion: (a) revoke Franchisee's right to provide Delivery at any time, including as a result of Franchisee's inability to provide Delivery in accordance with Little Caesar's then-current standards; or (b) make adjustments to Franchisee's provision of Delivery services (including, without limitation, the size of Franchisee's delivery area) for any reason, including changing market conditions, population changes, and other relevant conditions.

1.7. Modifications to System. Franchisee acknowledges that the System and the products and services offered by the Restaurant may be modified (such as, but not limited to, by the addition, deletion, and modification of menu items, operating procedures, technology, ingredients, recipes, products and services, trademarks and trade dress) from time to time by Little Caesar; and Franchisee agrees to comply, at its expense, with all such modifications, including without limitation the addition, replacement or renovation of equipment and technology systems, remodeling, redecoration, modifications to existing improvements, and structural changes.

2. TERM AND RENEWAL

2.1. Initial Term of Franchise. Except as otherwise provided herein, the initial term of this Agreement shall ~~commence on the Effective Date and shall~~ expire at 11:59 p.m. on the date of the tenth (10th) anniversary of the Opening Date of the Restaurant. The "**Opening Date**" of the Restaurant shall be established by Little Caesar pursuant to Section 6.6 of this Agreement.

2.2. Renewal Term of Franchise. Franchisee may, at its option, renew this franchise for one renewal term of ten (10) years, provided that Franchisee satisfies the conditions set forth in this section. No later than twelve (12) months before the initial term expires, Franchisee shall notify Little Caesar in writing either that: (a) Franchisee wishes to renew and intends to satisfy the conditions in this section; or (b) Franchisee does not wish to renew and will close the Restaurant when the initial term expires. Failure to deliver the written notice required by the previous sentence will be deemed an election by Franchisee not to renew. If Franchisee elects to renew, Franchisee must satisfy the following prerequisites:

2.2.1. Franchisee shall have satisfied all monetary obligations owed by Franchisee to Little Caesar and its affiliates as of the time of giving notice of Franchisee's election to renew and during the remainder of the initial term;

2.2.2. Franchisee shall not be in default, either at the time of giving notice of Franchisee's election to renew or during the remainder of the initial term, of any provision of this Agreement, any amendment hereof or successor hereto, or any other agreement between Franchisee and Little Caesar or its affiliates, and in the judgment of Little Caesar, Franchisee must have substantially and timely complied with all of the terms, conditions, and obligations of the agreements during the terms thereof (including payment obligations, minimum marketing requirements, and Little Caesar's operating standards as set forth in the Manuals, as defined in Section 4.3, or otherwise in writing);

2.2.3. Franchisee must be on good terms with Little Caesar, including but not limited to having a good working relationship for day-to-day operations and not being in litigation or other adversarial legal proceedings with Little Caesar;

2.2.4. Franchisee shall present satisfactory evidence that Franchisee has the right to remain in possession of the Approved Location for the duration of the renewal term, or shall obtain Little Caesar's approval of a new location, in accordance with Section 6.8, within any Protected Territory granted by this Agreement, provided, however, that the Protected Territory, if any, created pursuant to Section 1.3 for the new Approved Location shall not conflict with any protected territory of any other Little Caesars ~~restaurant~~Restaurant, regardless of whether ~~the restaurant~~that Restaurant is owned by a franchisee or Little Caesar or an affiliate;

2.2.5. If Franchisee intends to remain at the Approved Location, Franchisee shall renovate and modernize the Restaurant to conform to the then-current standards and image of the System, including, without limitation, renovation, replacement, or installation of signs, furnishings, fixtures, equipment, point-of-sale (POS) systems, information technology devices, and décor. Franchisee shall complete the renovation and modernization before the end of the initial term or obtain Little Caesar's approval of arrangements to complete the work on a schedule satisfactory to Little Caesar;

2.2.6. Franchisee shall sign Little Caesar's then-current form of renewal franchise agreement, if requested by Little Caesar. The executed renewal franchise agreement shall supersede this Agreement in all respects, and its terms may differ from the terms hereof and be less advantageous to Franchisee, except that no initial franchise fee shall be payable by Franchisee;

2.2.7. Franchisee and all guarantors and owners of Franchisee shall sign a general release, in a form satisfactory to Little Caesar, of any and all claims which any of them may have against Little Caesar, its affiliates, and their respective shareholders, directors, officers, employees and agents, including without limitation, claims arising under federal, state, and local laws and regulations;

2.2.8. Franchisee shall be current with respect to its obligations to its lessor, suppliers, and any other third parties with whom Franchisee does business; and

2.2.9. Franchisee shall have paid Little Caesar a renewal fee of Five Thousand Dollars ($5,000).

2.3. Holdover after Expiration. Franchisee acknowledges that if Franchisee elects not to renew, or if Little Caesar determines that Franchisee has not met the conditions for renewal in Section 2.2, and Little Caesar does not exercise the option to purchase in Section 2.4, Franchisee must cease operation at the Approved Location when the initial term expires. If Franchisee continues to operate at the Approved Location after the initial term expires without electing and having satisfied all prerequisites for renewal, Little Caesar, without prejudice to the exercise of any other rights it may have, shall be entitled to liquidated damages in an amount equal to the average monthly royalty fees, advertising fees, and technology fees payable by Franchisee under Sections 3.2, 3.3, 3.4 and 9.1 over the twelve (12) month period immediately preceding the expiration date, multiplied by thirty-six (36) months. Little Caesar will have the right to draft all liquidated damages from Franchisee's bank account, as provided in Section 3.5.

2.4. Little Caesar's Option to Purchase Following Franchisee's Election Not to Renew~~.~~ or Failure to Qualify for Renewal. If Franchisee (1) elects not to renew the franchise, or (2) has not timely notified Little Caesar of Franchisee's intention to renew as provided in Section 2.2, ~~Little Caesar~~ or (3) fails to satisfy the conditions in Section 2.2 for renewal of the franchise after giving notice of its intention to renew, Little Caesar will have the right, in its sole discretion, to purchase all of the assets related to the operation of the Restaurant upon expiration of the initial term, including but not limited to the furnishings, equipment, signs, fixtures, inventory, and supplies, all free and clear of all liens and encumbrances, for $5,000 (or such greater amount as may be required by franchise statute or regulation in the state where the Restaurant is located). If Little Caesar exercises the right to purchase the assets, Little Caesar will also have the right to acquire the occupancy rights for the Restaurant as provided in Sections 14.4.1 through 14.4.3. Little Caesar may give Franchisee written notice at any time before the expiration of the initial term of Little Caesar's intention to acquire the Restaurant assets under this Section, and will indicate in the notice whether Little Caesar also intends to acquire the occupancy rights~~.~~ (subject to review of the fully-executed lease and any and all amendments, addenda and riders, etc.). Consistent with Little Caesar's rights

hereunder, Franchisee shall not take any action to transfer, dispose of or encumber (or permit the same) any of the Restaurant assets or any agreement affecting the occupancy of the Restaurant. Unless Franchisee transfers the Restaurant to another LITTLE CAESARS franchisee before the expiration of the initial term in a transaction approved by Little Caesar under Section 12.2, the completion of the purchase by Little Caesar will proceed and Little Caesar will have the right, subject to state law, to set off any amounts due from Franchisee against the purchase price of the Restaurant assets. This Section 2.4 is in addition to Little Caesar's other rights in this Agreement to acquire the Restaurant assets, including but not limited to Section 14.10.

2.5. Little Caesar's Right to Acquire Assets for Unauthorized Business Closure During Term. If: (1) Franchisee notifies Little Caesar that Franchisee intends to cease operating at the Approved Location; or (2) Franchisee ceases to conduct business at the Approved Location without Little Caesar's prior written consent, Little Caesar may elect not to terminate this Agreement for default and instead purchase all of the assets related to the operation of the Restaurant, including but not limited to the furnishings, equipment, signs, fixtures, inventory, and supplies, for $5,000 and may acquire the occupancy rights as provided in Sections 14.4.1 through 14.4.3. For purposes of this Section, Franchisee will be deemed to have ceased business at the Approved Location if Franchisee ceases to operate for a period of three (3) consecutive days. Within 45 days after Little Caesar learns of the cessation of business, Little Caesar will give Franchisee written notice of Little Caesar's intention to acquire the Restaurant assets under this Section, and will indicate in the notice whether Little Caesar also intends to acquire the occupancy rights (subject to review of the fully-executed lease and any and all amendments, addenda and riders, etc.). Consistent with Little Caesar's rights hereunder, Franchisee shall not take any action to transfer, dispose of or encumber (or permit the same) any of the Restaurant assets or any agreement affecting the occupancy of the Restaurant. Little Caesar will have the right, subject to state law, to set off any amounts due from Franchisee against the purchase price of the Restaurant assets. Upon closing of the purchase, this Agreement will terminate.

3. FEES

3.1. Franchise Fee. Franchisee has paid or shall pay to Little Caesar the initial franchise fee set forth in the Data Sheet attached to this Agreement as **Exhibit C**, in a lump sum or as otherwise set forth in Exhibit C. The initial franchise fee is fully earned and non-refundable when paid, in consideration of administrative and other expenses incurred by Little Caesar in entering into this Agreement, and for Little Caesar's lost or deferred opportunity to enter into an Agreement with others.

3.2. Royalty Fee. During the term of this Agreement, Franchisee shall pay to Little Caesar a continuing royalty fee in an amount equal to the greater of (i) six percent (6%) of Gross Sales for each one (1) week period, or such other period as Little Caesar may specify from time to time, or (ii) Three Hundred Dollars ($300) per each one (1) week period. "**Gross Sales**" means all revenue generated by the Restaurant through a purchase of products or services and all other income or consideration of every kind and nature received by the Restaurant, whether for cash or credit, and regardless of collection in the case of credit, including, without limitation, all delivery fees and other revenues associated with delivering and/or selling products or services off-premises to ~~customers~~guests, and any proceeds from business interruption insurance. "Gross Sales" does not include any sales taxes or other taxes collected by Franchisee from its ~~customers~~guests and thereafter paid directly to the appropriate taxing authority.

3.3. Advertising Fee. Franchisee shall make continuing expenditures and contributions to advertising and promotion as specified in Section 9 below.

3.4. Additional Fees. Franchisee may be required to pay other fees to Little Caesar (or to its affiliate, as directed by Little Caesar) instituted by Little Caesar from time to time with respect to new or revised products, services, facilities, technology, marketing methods, training programs, data security, and operations, including but not limited to fees to support portals, websites, mobile applications, digital transactions, Internet-connected equipment, social media, and other communications channels.

3.5. Time and Manner of Payment; Late Fee. The continuing royalty, advertising, and additional fees pursuant to Sections 3.2, 3.3, 3.4 and 9 are due weekly, or such other time period as Little Caesar may specify, in the manner prescribed by Little Caesar. Little Caesar shall have the right to require Franchisee to pay such fees, the liquidated damages provided for in this Agreement, and all other amounts due to Little Caesar and/or its affiliates by electronic fund transfer, pre-authorized auto-draft arrangement ("**EFT**"), or such other methods as Little Caesar shall specify from time to time. Franchisee shall execute Little Caesar's then-current EFT Authorization form. Little Caesar may initiate EFT payments without prior notice. Any payment not made to Little Caesar or its affiliates on or before the due date shall be deemed to be overdue; in such event, Little Caesar and its affiliates will have the right to draft from Franchisee's bank account the overdue amount, together with Little Caesar's or the affiliate's then-current late fee for each unpaid obligation, plus interest on the overdue amount from the date it was due until paid, at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law where the Restaurant is located, whichever is less, calculated on a daily basis. Franchisee shall also reimburse Little Caesar for any bank charges resulting from any dishonored check or other payment. If Franchisee's weekly Gross Sales report required by Section 11.3 below is not received when due, (i) all payments owed by Franchisee for such time period shall be deemed overdue until such reports are received by Little Caesar, regardless of whether payment was actually made, and Franchisee shall be responsible for the applicable interest described in this Section 3.5; and (ii) Little Caesar will have the right to estimate Gross Sales and to draft from Franchisee's bank account the estimated amount due for royalties, CAESAR FUND contributions, additional fees, and any other charges. Upon receipt of the delinquent Gross Sales report, Little Caesar will reconcile any difference between the estimated amount and the actual royalties, CAESAR FUND contributions, additional fees and other charges due for the period. Little Caesar's entitlement to late fees and interest under this Section 3.5 shall be in addition to any other remedies Little Caesar or the applicable affiliate may have.

3.6. Reimbursement of Monies Paid on Behalf of Franchisee. Franchisee shall pay to Little Caesar, within ten (10) days of any written request by Little Caesar which is accompanied by substantiating material, any monies which Little Caesar has paid, or has become obligated to pay, on behalf of Franchisee, by consent or otherwise under this Agreement.

3.7. No Set-off; Application of Payments; Refundability. Franchisee's obligations for the full and timely payment of the fees described in this Agreement are absolute and unconditional. Franchisee must not delay or withhold the payment of all or part of those fees based on the alleged non-performance by Little Caesar or for any other reason or put the fees in escrow or setoff against any claims Franchisee may allege against Little Caesar. Little Caesar may apply any payments received from Franchisee for royalty, advertising fees, additional fees, purchases from Little Caesar or its affiliates, interest, late charges, or any other obligation of Franchisee to Little Caesar or its affiliates to the obligation and in the manner chosen by Little Caesar, regardless of any other designation by Franchisee. Payment of all fees, contributions and other amounts will be deemed fully earned and nonrefundable on payment.

4. DUTIES OF LITTLE CAESAR

4.1. Furnishing Prototype Plans. Little Caesar shall make available, at no charge to Franchisee, prototype plans and specifications for the construction of a Restaurant, including exterior and interior design and layout.

4.2. Site Selection Assistance. ~~If no Approved Location has been selected at the time the Agreement is executed, then, at Franchisee's request,~~ Little Caesar shall offer such assistance to Franchisee as Little Caesar deems appropriate in selecting a site for the Approved Location. Franchisee acknowledges that: (a) the location, selection, procurement and development of a site for the Restaurant are Franchisee's responsibility; (b) Franchisee's acceptance of the Approved Location was, or will be, based on Franchisee's own independent investigation of the site's suitability for the Restaurant; and (c) Little Caesar will not be responsible if the Restaurant fails to meet Franchisee's expectations as to revenue or other criteria. Franchisee acknowledges that Little Caesar has relied, or will rely, on Franchisee's knowledge of the local real estate market and Franchisee's ability to find a suitable site for the Restaurant.

4.3. Loan of Confidential Manuals. In order to protect the reputation and goodwill of Little Caesar, to maintain the standards of the products, services, programs, and operations offered and sold under Little Caesar's Proprietary Marks, and to promote the goodwill of all Restaurants and the System, Little Caesar has prepared ~~a confidential~~ an Operational Resource Guide (ORG), ~~Marketing Manual~~marketing manual, and other manuals and materials~~,~~ all of which are considered confidential (collectively, the "**Manuals**"). Little Caesar shall loan one copy of the Manuals to Franchisee during the term of this Agreement or, in the alternative, provide Franchisee with electronic access to the Manuals. The Manuals may be in multiple parts and in various media. Franchisee acknowledges and agrees that Little Caesar has the right to revise the Manuals to incorporate System changes. Franchisee shall promptly implement any System changes upon receipt of notice thereof from Little Caesar and shall complete their implementation within such time as Little Caesar may specify.

4.4. Training. Little Caesar shall offer at the time(s) and location(s) selected by it~~,~~ a pre-opening training program to Franchisee and to those employees of Franchisee whom Little Caesar deems appropriate. During the term of this Agreement, at the time(s) and location(s) selected by Little Caesar, Little Caesar shall make available such other required and optional training programs as Little Caesar deems necessary and appropriate.

4.5. Marketing, Management, and Operational Assistance. Little Caesar shall provide such initial and continuing advice and assistance to Franchisee in the marketing, management, and operation of the Restaurant as Little Caesar deems appropriate, at the time(s) and in the manner determined by Little Caesar. In the event that Franchisee requests assistance in addition to that customarily furnished by Little Caesar to its ~~U.S.~~ franchisees, and Little Caesar chooses to furnish such assistance, Little Caesar shall have the option to impose a fee, plus expenses, for providing such assistance. Franchisee acknowledges that it is not Little Caesar's responsibility or duty to operate the Restaurant and that Little Caesar does not have the legal right or authority to direct Franchisee's employees in the operation of the Restaurant.

4.6. Inspections and Evaluations. Little Caesar shall conduct, when and as frequently as it deems appropriate, without notice to Franchisee, inspections of Franchisee's business premises and evaluations of the Restaurant management and operations, in order to assist Franchisee and to maintain the System's standards. Little Caesar may use designated agents, representatives, and outside consultants and vendors (including "mystery" or "secret" shoppers) to conduct such inspections, who shall have the right to take photographs, take video, remove samples of products, interview employees and ~~customers~~guests, and inspect books, records, POS system data, and other documents and data relating to the operation of the Restaurant. Franchisee shall fully cooperate with such representatives during any such inspection.

4.7. Franchisee Advisory Committees. Little Caesar may establish, from time to time, committees of franchisees to advise Little Caesar on various matters involving the System. Franchisee will be eligible to participate on such committees~~, in accordance with the rules established by Little Caesar and each committee, but~~ only if Franchisee ~~is a franchisee-in-good-standing at that time and~~ has been a franchisee-in-good-standing ~~for~~throughout the six month period before ~~serving~~being selected by Little Caesar to serve on the committee. In order to be a franchisee-in-good-standing, Franchisee must be: (a) current in all obligations to Little Caesar and its affiliates; (b) operating in accordance with all requirements of the Franchise Agreement or the System, including without limitation, requirements relating to quality, cleanliness and service; (c) on good terms with Little Caesar, including but not limited to having a good working relationship for day-to-day operations; and (d) not in litigation or other adversarial legal proceedings with Little Caesar. Little Caesar reserves the right to remove Franchisee from any committee at any time. While serving on a committee, Franchisee shall abide by any rules established by Little Caesar or the committee.

4.8. Relationship to Other Little Caesar Businesses. In fulfilling its obligations to Franchisee, and in conducting any activities or exercising any rights pursuant to this Agreement, Little Caesar (and its affiliates) shall have the right: (i) to take into account, as it sees fit, the effect on, and the interests of, other restaurants in which Little Caesar has an interest, and on Little Caesar's (and its affiliates') own activities; (ii) to share market and product research, and other proprietary and non-proprietary business information,

with other restaurants in which Little Caesar has an interest, or with Little Caesar's affiliates; and/or (iii) to introduce products or operational equipment used by the System into other franchised systems in which Little Caesar has an interest, and to allocate new products and/or developments between and among systems, and/or Little Caesar's affiliates, as Little Caesar sees fit. Franchisee understands and agrees that all obligations of Little Caesar under this Agreement are subject to this Section 4.8, and that nothing in this Section 4.8 shall affect in any way Franchisee's obligations under this Agreement.

5. DUTIES OF FRANCHISEE

5.1. Importance of Compliance with System Standards. Franchisee understands and acknowledges that every detail of the System and the Restaurant is essential to Franchisee, Little Caesar, and other System franchisees in order to (i) develop and maintain quality and Little Caesar's operating standards, (ii) increase the demand for the products and services sold by all franchisees operating under the System, and (iii) protect Little Caesar's reputation and goodwill. Franchisee shall maintain Little Caesar's high standards with respect to facilities, services, products, and operations. The obligations of Franchisee under this Agreement shall also apply to affiliates and owners of Franchisee.

5.2. Use of Restaurant Premises. Franchisee shall use and occupy the Restaurant premises solely for the operation of the business franchised hereunder, shall refrain from using or permitting the use of the premises for any other purpose or activity; and shall keep the Restaurant open and in normal operation for at least such minimum hours and days as Little Caesar may specify in the Manuals or otherwise in writing, and as may be required by the lease for the Restaurant premises. For each day (or portion of a day) that Franchisee is in default of any of these obligations, Franchisee agrees to pay Little Caesar liquidated damages in an amount specified in the Manuals, as a reasonable estimate of the damages suffered by Little Caesar.

5.3. Conformance to System Standards. To insure that the highest degree of quality and service is maintained, Franchisee shall operate the Restaurant in strict conformity with such methods, standards, procedures, and specifications as Little Caesar may from time to time prescribe in the Manuals or otherwise in writing. Franchisee shall refrain from (a) deviating from such methods, standards, procedures, and specifications without Little Caesar's prior written consent, and (b) otherwise operating in any manner which reflects adversely on the Proprietary Marks or the System. Among other things:

5.3.1. Franchisee shall maintain in sufficient supply, and use at all times, only such products, equipment, technology, materials, signs, menu items, ingredients, supplies, and paper goods, as conform to Little Caesar's standards and specifications; and shall refrain from using non-conforming items;

5.3.2. Franchisee shall sell or offer for sale only such products and services as (a) meet Little Caesar's standards of quality, (b) have been expressly approved in writing by Little Caesar, and (c) have been prepared, packaged, and/or conducted in accordance with the methods and techniques prescribed by Little Caesar. Franchisee shall sell or offer for sale all products and services required by Little Caesar in the Manuals or otherwise in writing as being part of the System. Franchisee shall not deviate from Little Caesar's methods, standards, procedures, and specifications regarding, without limitation, ingredients, recipes, methods of preparation and service, holding times, and weight and quality of products served. Franchisee shall discontinue selling and offering for sale any products or services which Little Caesar disapproves in writing at any time.

5.3.3. Franchisee shall purchase and install, at Franchisee's expense, all fixtures, furnishings, equipment, technology, decor, signs, and other items as Little Caesar may direct from time to time in the Manuals or otherwise in writing; and shall refrain from installing or permitting to be installed on or about the Restaurant premises, any fixtures, furnishings, equipment, technology, decor, signs, or other items not previously approved as meeting Little Caesar's standards and specifications.

~~**5.3.4.** Franchisee shall display promotional signs or other written promotional materials or participate in other promotions in the manner requested by Little Caesar. Franchisee agrees to participate in any gift card, digital coupon, or electronic gift or money card (E-card) programs, loyalty programs,~~

~~frequency card programs, or other programs specified by Little Caesar, and to honor all such programs prescribed by Little Caesar (which may include cards issued by a third party designated by Little Caesar).~~

5.4. Approved Suppliers. Franchisee shall purchase all current and future products, ingredients, equipment, supplies, and materials used or sold by the Restaurant (including without limitation the proprietary Little Caesars spice blend, dough mix and vegetable seasonings) solely from Little Caesar's affiliate, Blue Line Foodservice Distribution, Inc. ("**Blue Line**"), or from such other entity as Little Caesar designates in writing.

5.4.1. Franchisee agrees to pay Blue Line directly for all purchases from Blue Line. Franchisee's purchases from Blue Line or other entities will be at the price in effect at that time. Franchisee acknowledges and agrees that Blue Line has the right to change its prices from time to time without notice. Franchisee agrees to pay Blue Line in accordance with Blue Line's then-current payment terms and conditions, which may include a security deposit and/or pre-payment conditions. Franchisee acknowledges and agrees that if Franchisee fails to make any payment required under this Agreement in full to Little Caesar, Blue Line, or their affiliates when due under this Agreement, Little Caesar and Blue Line reserve the right, among other remedies, to (a) suspend or refuse shipment to Franchisee of additional Blue Line products until such payment has been made in full; (b) require payment for any or all future shipments of Blue Line products to be made on a cash-on-delivery (COD) basis; and/or (c) require Franchisee to post a security deposit for future shipments.

5.4.2. Notwithstanding Section 5.4.1 above, Franchisee shall purchase all beverage products from the supplier(s) or source(s) that Little Caesar designates in the Manuals or otherwise in writing.

5.4.3. Franchisee acknowledges that Little Caesar and/or its affiliates may make a profit on goods, products and/or services sold to Franchisee, and that such profit may vary from time-to-time. Franchisee also acknowledges that Little Caesar and/or its affiliates may receive consideration from suppliers and/or manufacturers with respect to sales of goods, products or services to Franchisee or in consideration of services rendered or rights licensed to such person. The consideration may or may not be related to services performed by Little Caesar and/or its affiliates. Subject to applicable law, Little Caesar and its affiliates will be entitled to retain such profits and/or consideration.

5.5. Maintenance of Restaurant Premises. Franchisee shall maintain the Restaurant premises and adjacent public areas in a clean, orderly, and excellent condition and in excellent appearance to the public. Franchisee shall, at its expense, make such additions, alterations, repairs, and replacements as may be required for that purpose (but no others without Little Caesar's prior written consent), including, without limitation, such periodic repainting, repairing, and replacing of obsolete or deteriorated signs, furnishings, fixtures, equipment, and decor as Little Caesar may direct by written notice to Franchisee. Franchisee shall complete all work specified in the notice within ~~sixty (60~~thirty (30) days after receipt of such notice.

5.6. Refurbishing the Restaurant. Franchisee shall refurbish the Restaurant premises, at Franchisee's expense, within six (6) months after receipt of written notice from Little Caesar that refurbishment is necessary to maintain or improve the appearance and efficient operation of the Restaurant, to increase its sale potential, or to conform to the then-current public image of Little Caesars Restaurants, as determined by Little Caesar. Refurbishment may affect building design, trade dress, color schemes, and presentation of the Proprietary Marks and may require, among other things, structural changes, replacement or renovation of fixtures and furnishings; interior and exterior remodeling and redecoration; installation of new equipment; technology additions and upgrades; resurfacing of parking areas; and modifications to existing improvements. Little Caesar may not request refurbishment sooner than five (5) years from the ~~deadline for completion of~~Opening Date or from the ~~initial construction or~~ last full refurbishment of the Restaurant, nor during the last twelve (12) months of the term except in connection with renewal of the franchise under Section 2.2. Franchisee shall not be obligated to spend more than One Hundred Thousand Dollars ($100,000) for a refurbishment. The refurbishment obligation in this section is separate from and does not limit any other obligations of Franchisee in this Agreement (including the

obligations in Section 5.5 and the Required Technology and Required Software obligations in Section 5.18) or any requirements of Franchisee's lease for the Restaurant.

5.7. Access to Restaurant. Franchisee shall grant Little Caesar and its agents entry during normal business hours to the Restaurant for the purpose of conducting inspections ~~of~~throughout the premises, reviewing operations, accessing and reviewing physical and digital business records, taking a physical inventory of assets, and testing products. Franchisee agrees to cooperate with Little Caesar's representatives in such inspections and testing by rendering such assistance as they may request. Upon written notice from Little Caesar or its agents, and without limiting Little Caesar's other rights hereunder, Franchisee shall promptly correct any deficiencies discovered during any such inspection. Inspections will be conducted at Little Caesar's expense, unless Little Caesar is making a follow-up inspection in connection with deficiencies noted in a previous inspection, in which case Little Caesar will have the right to invoice Franchisee for the reasonable costs of the follow-up inspection, including travel expenses, meals, lodging, and compensation of Little Caesar's representatives.

5.8. Franchisee Training. Prior to the opening of the Restaurant, Franchisee (or, if Franchisee is a corporation or other entity, an owner of Franchisee acceptable to Little Caesar) and those employees of Franchisee specified by Little Caesar~~,~~ shall attend and complete, to Little Caesar's satisfaction, the pre-opening training program offered by Little Caesar.

5.8.1. Little Caesar shall provide training instructors, a training manual, and other materials without charge; and Franchisee shall be responsible for any and all other expenses incurred by its trainees during the pre-opening training program, including without limitation the costs of transportation, lodging, meals, and any wages.

5.8.2. If, at any time during the term of this Agreement, Franchisee chooses to send additional employees for the pre-opening training program (with Little Caesar's prior consent), Franchisee shall pay Little Caesar a fee to be determined by Little Caesar, which fee shall not exceed Five Hundred Dollars ($500) for each attendee.

5.8.3. Little Caesar shall have the right to terminate this Agreement under Section 13.2 if, at any time during the pre-opening training program, Little Caesar concludes (in its sole judgment) that any person required to attend the pre-opening training program does not appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the System or this Agreement.

5.8.4. Franchisee and any employees of Franchisee designated by Little Caesar also shall attend such additional training programs as Little Caesar may require from time to time and at any time. Little Caesar shall not charge any fees for those attending required additional training programs, but may charge a fee for optional training. Franchisee shall be responsible for any and all other expenses incurred by its trainees in connection with additional training programs, including without limitation the costs of transportation, lodging, meals, and any wages. Franchisee acknowledges and agrees that no compensation or other benefits will be paid to Franchisee, its owners, managers or employees for any services performed by Franchisee or its owners, managers or employees during training at any Restaurant operated by Little Caesar or any other person. Franchisee assumes all responsibility for any injuries sustained by Franchisee, its owners, managers or employees while attending training.

5.9. Franchisee's Employees. Franchisee is solely responsible for all employment decisions of the Restaurant, including, without limitation, those related to recruiting, screening, hiring, firing, scheduling, training (other than the training in Section 5.8), remuneration, benefits, personnel policies, record keeping, supervision, safety, security, and discipline of all workers. Any information Little Caesar provides about employment matters, whether voluntarily or in response to Franchisee's request, and whether directly or by means of any technology tools, is a recommendation only and not intended to exercise control over Franchisee's employees, their wages, hours or working conditions, or the means and manner by which they carry out their duties. Little Caesar acknowledges that Little Caesar does not have authority to exercise control over the means or manner in which Franchisee operates the Restaurant,

except as provided in this Agreement for the preservation of the goodwill associated with the Proprietary Marks. All Restaurant operations will be determined by Franchisee in its own judgment, subject only to legal requirements, the terms of this Agreement, and the standards, procedures, and policies Little Caesar prescribes for the preservation of the goodwill associated with the Proprietary Marks. Franchisee shall take such steps as are necessary to ensure that its employees (i) are trained in product preparation; preserve good ~~customer~~guest relations; render competent, prompt, courteous, and knowledgeable service; and meet required governmental health standards; and (ii) do not violate the provisions of this Agreement relating to the use of electronic media by Franchisee, including, but not limited to, Little Caesar's policies prohibiting the posting of any information relating to Little Caesar, the System, the Proprietary Marks, or the ~~Franchised Business~~Restaurant without Little Caesar's prior written approval. Franchisee shall clearly inform all workers, before hiring and periodically thereafter, that Franchisee, and not Little Caesar, is their employer and that Little Caesar does not assume and will not accept any employer, co-employer or joint employer obligations. Franchisee agrees to indemnify Little Caesar, as provided in Section 18.~~5~~4, against any claim that Little Caesar is the employer, co-employer, or joint employer of Franchisee or its owners or workers.

5.10. Franchisee Lease Provisions. Franchisee shall comply with all terms of its lease~~,~~ and shall refrain from any activity which may jeopardize Franchisee's right to remain in possession of or to renew the lease for the Restaurant premises. Franchisee shall, prior to the execution of any lease or renewal lease, submit it to Little Caesar for its written approval. Little Caesar's approval, which shall not be deemed to be an endorsement of the legal or business terms of the lease, may be conditioned upon the inclusion of any one or more the following terms and conditions:

5.10.1. That the initial term of the lease, or the initial term together with renewal terms, shall be for at least ten (10) years;

5.10.2. That the lessor consents to Franchisee's use of such Proprietary Marks and signage as Little Caesar may now or hereinafter prescribe for the Restaurant;

5.10.3. That the use of the leased premises be restricted solely to the operation of the Restaurant;

5.10.4. That Franchisee be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease without Little Caesar's prior written consent;

5.10.5. That the lessor will furnish to Little Caesar written notice specifying any default by Franchisee and the method of curing any such default under the lease, and shall allow Little Caesar thirty (30) days after receipt thereof to cure such defaults on behalf of Franchisee (except that if the default involves non-payment of rent, Little Caesar shall have fifteen (15) days from receipt of such notice to cure the default);

5.10.6. That Little Caesar have the right to enter the premises to make modifications necessary to protect the Proprietary Marks or the System or to cure any default by Franchisee under this Agreement or under the lease or sublease;

5.10.7. That, in the event of a default, expiration, or termination of this Agreement or the lease, Little Caesar (or Little Caesar's designee) shall have the option, upon notice to the lessor, to assume all of Franchisee's rights under the lease terms, including if applicable the right to assign or sublease; and

5.10.8. That no amendment to the lease may be made without Little Caesar's prior written consent.

5.11. Furnishing Lease to Little Caesar. Franchisee shall furnish Little Caesar with a copy of any executed lease or amendment within ten (10) days after execution thereof.

5.12. Pricing. To the extent permitted by applicable law, Little Caesar has the right to establish maximum and/or minimum prices that Franchisee must follow for products and services. Little Caesar may also provide suggested prices that Franchisee is not required to follow. In the case of suggested prices, Franchisee is responsible for any additional costs incurred by Franchisee or Little Caesar to produce marketing and promotional materials for Franchisee containing prices deviating from those suggested by Little Caesar.

5.13. Promotional Activities. Franchisee must participate in and comply with the terms of ~~special~~any promotional activities that Little Caesar prescribes for Little Caesars Restaurants generally or in specific geographic areas. Franchisee must display promotional signs and materials and otherwise participate in the manner Little Caesar requests. Franchisee acknowledges that these activities may include special offer, limited time offer, ~~digital~~ coupon, free giveaway, and other pricing promotions and that the featured price(s) may be less than Franchisee's cost for the promoted item(s). Franchisee agrees to participate in any and all gift card programs, gift cards and money card (E-card) programs, fundraisers, loyalty programs, frequency card programs, or other programs specified by Little Caesar, and to honor all such programs prescribed by Little Caesar (which may include cards issued by a third party designated by Little Caesar). The coupons, cards and programs referenced in this paragraph may be in physical, electronic, digital, virtual or any other form. ~~Franchisee must display promotional signs and materials and otherwise participate in the manner Little Caesar requests.~~

5.14. Compliance with Governmental Requirements. Franchisee must meet and maintain the highest health standards and ratings applicable to the operation of the Restaurant. Franchisee shall comply with all federal, state, and local laws, rules, and regulations, including but not limited to OSHA, USDA and other food safety regulations, labor laws, and laws governing telephonic and electronic communications. Franchisee shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Restaurant, including~~,~~ without limitation~~,~~ licenses to do business, fictitious name registrations, sales tax permits, certificates of occupancy, and fire clearances. Franchisee shall notify Little Caesar by telephone and email within twenty-four (24) hours after receipt of any notice alleging a possible health or safety problem, and also shall furnish to Little Caesar, within three (3) days after receipt thereof, a copy of any notice alleging non-compliance with the requirements of this Section.

5.15. Notification of Legal Proceedings. Franchisee must notify Little Caesar in writing within five (5) days of the commencement of any action, suit, notice of violation, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of the Restaurant.

5.16. Attendance at Meetings, Seminars and Conferences. Franchisee, an owner of Franchisee, or an individual designated by Franchisee and approved by Little Caesar pursuant to Section 15.1, at Franchisee's expense, must attend all meetings, seminars and conferences Little Caesar may specify as mandatory, including, without limitation, all DMA or other marketing area meetings for the marketing area in which the Restaurant is located; all meetings related to new products or product preparation procedures, new System programs, new operations procedures or programs, training, restaurant management, financial management, sales or sales promotion, or similar topics; and annual conferences. If none of Franchisee, an owner of Franchisee, or an individual designated by Franchisee and approved by Little Caesar pursuant to Section 15.1 is able to attend a required meeting, seminar or conference, Franchisee must so notify Little Caesar before the meeting, seminar or conference and must cause a substitute person from Franchisee's operations to attend and represent Franchisee at the meeting, seminar or conference. If none of Franchisee, an owner of Franchisee, or an individual designated by Franchisee attends a required meeting, seminar or conference, Little Caesar reserves the right to charge Franchisee a non-attendance fee. If the principal owner of Franchisee is new to the Little Caesars franchise system at the time of signing this Agreement, Little Caesar will collect a deposit of $2,500 (the "**Conference Fee Deposit**") from Franchisee in each of the first three (3) years of this Agreement. The Conference Fee Deposit will be charged per Little Caesar-assigned franchise number (i.e., one deposit for all Restaurants under the same franchise number, regardless of the number of Restaurants under that number) and will be collected by EFT in the first quarter of the calendar year. If Franchisee's principal owner attends that year's annual conference of Little Caesars Restaurant franchise owners (the "**Annual Conference**"), Little Caesar

will refund the entire Conference Fee Deposit within 30 days after the Annual Conference ends. If Franchisee's principal owner does not attend the Annual Conference, Little Caesar will have the right to retain the Conference Fee Deposit for use as Little Caesar sees fit.

5.17. System Developments. If Franchisee or any of its guarantors, owners, employees, contractors, agents, suppliers, or anyone else involved and/or working with Franchisee in the Restaurant develops any new concept, advertising idea, promotional concept, product, process, improvement, slogan, or technology (including without limitation any hardware, software, texting system, accounting system, inventory tracking system, or electronic menu board) (collectively, "**New Developments**") for use in the operation or promotion of the Restaurant, Franchisee must promptly notify Little Caesar and provide Little Caesar with all necessary related information, without compensation. Franchisee and its guarantors, owners, employees, contractors, agents, suppliers, or anyone else involved and/or working with Franchisee in the Restaurant acknowledge and agree that any such New Developments are the property solely of Little Caesar. At Little Caesar's request, Franchisee will sign and cause all persons involved to sign all documents deemed necessary by Little Caesar to evidence the assignment of any New Developments to Little Caesar. Franchisee acknowledges and agrees that Little Caesar may use this information and disclose and/or license the information for use by others. Franchisee must not introduce any New Developments or any additions or modifications of or to the System into the Restaurant without the prior written consent of Little Caesar.

5.18. Technology Requirements.

5.18.1. Little Caesar shall have the right to specify or require that certain brands, types, makes, and/or models of communications equipment, computer systems, Internet-connected devices, and hardware be used by Franchisee, including without limitation: (a) back office and point of sale systems; (b) audio/visual equipment; (c) electronic payment devices, printers, and other peripheral hardware; (d) food preparation and holding equipment; (e) mobile devices; (f) archival back-up systems; (g) network connectivity devices; and (h) physical, electronic, and other security systems (collectively, the "**Required Technology**"). Franchisee shall purchase or lease, install, and thereafter maintain, the Required Technology.

5.18.2. Little Caesar shall have the right, but not the obligation, to develop or have developed for it, or to designate: (a) software applications that Franchisee must use in connection with the Required Technology (the "**Required Software**"); (b) updates, supplements, modifications, or enhancements to the Required Software; (c) the tangible and digital media upon which Franchisee shall record data; and (d) the database file structures to be used. Franchisee must subscribe to or install the Required Software at Franchisee's own expense, within the time required by Little Caesar, and (if applicable) under the terms arranged by Little Caesar with providers of the Required Software.

5.18.3. Little Caesar may, from time-to-time, specify in the Manuals (or otherwise in writing) the information that Franchisee must collect and maintain by means of the Required Technology. Little Caesar shall have the right at any time to remotely retrieve and use data and information from the Required Technology and Required Software, as Little Caesar deems necessary or desirable.

5.18.4. Franchisee agrees to sign any standard license agreement or user agreement that may be required to use a system that Little Caesar specifies. Franchisee agrees, at its own expense, to keep the Required Technology in good maintenance and repair, to purchase a support contract, and to install or subscribe to such additions, changes, modifications, substitutions, and/or replacements to the Required Technology or Required Software as Little Caesar directs from time to time in writing. Franchisee agrees that its compliance with this Section shall be at Franchisee's sole cost and expense.

5.18.5. Franchisee acknowledges that technology is dynamic and changes are not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes in technological needs and opportunities, Franchisee agrees that Little Caesar shall have the right to establish, in writing, new and revised standards and specifications for the Required Technology and

Required Software, and Franchisee expressly agrees to strictly comply with any such changes in accordance with Little Caesar's announcements of such changes.

5.19. Payment Systems. Franchisee agrees to honor all credit, charge, courtesy or cash cards or other credit devices, mobile payment systems, and digital coupons required or approved by Little Caesar in writing. Franchisee shall comply with all Little Caesar policies regarding acceptance of payment by credit and/or debit cards, mobile payment systems, and digital coupons, including, for example, approved merchant processors, minimum purchase requirements, and/or surcharges for use of a card. Franchisee acknowledges that payment systems may require Franchisee to obtain new merchant processors, hardware, software, equipment and training at Franchisee's expense.

5.20. Data Ownership. As between the parties, Little Caesar exclusively owns and reserves all right, title and interest in all LCE Data (defined below) during the term of, and following termination or expiration of, this Agreement, and Little Caesar will have the right to use, copy, record, distribute, reproduce, disclose, sell, re-sell, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, the LCE Data in any manner and in any means or medium (now or hereinafter existing) that Little Caesar deems appropriate, without compensation to Franchisee. "**LCE Data**" means data and information (i) provided by or on behalf of Franchisee to Little Caesar, (ii) uploaded to Little Caesar's or its agents' system from Franchisee's or its agents' systems, (iii) downloaded to Franchisee's or its agents' systems from Little Caesar's or its agents' system, (iv) all other data created or collected by Franchisee in connection with the System, or, except as set forth below, in connection with Franchisee's operation of the Restaurant (including but not limited to consumer and transaction data); and (v) all derivations of and other data and information created or generated by or on behalf of Little Caesar using the data and information set forth in clauses (i)-(iv). Copies and/or originals of LCE Data must be provided to Little Caesar upon Little Caesar's request. Subject to the terms and conditions herein, Little Caesar hereby grants a limited, non-exclusive, revocable license to Franchisee to use LCE Data solely for the term of this Agreement and solely in connection with the establishment and operation of the Restaurant pursuant to this Agreement. Little Caesar reserves the right to charge Franchisee fees and other amounts in connection with the license to LCE Data granted in this Section 5.20 and otherwise in connection for data or information provided to Franchisee. Notwithstanding the above and unless otherwise agreed in writing between Little Caesar and Franchisee, any ~~customer~~guest information that Franchisee collects in-store independently of the System, such as for Franchisee-created loyalty programs and other instances where ~~customer~~guest information is not uploaded to or otherwise processed by the Little Caesar system, and information regarding Franchisee personnel (collectively, "**Franchisee Data**") shall, as between the Parties, remain the property of the Franchisee. For avoidance of doubt, Franchisee shall not be permitted to (and shall not permit third parties to) establish, offer, operate, or otherwise provide a loyalty program or otherwise establish or operate channels or functions for collection, use or other processing of Franchisee Data, unless approved in each instance by Little Caesar in writing and subject to such additional terms as Little Caesar may require. Franchisee shall be solely liable and responsible for any loyalty program or other independent collection, use and/or processing of Franchisee Data carried out by or on behalf of Franchisee independent of the System, and agrees to indemnify and hold Little Caesar harmless as provided in Section 18.~~5~~4 for any third party claims and all losses, damages, liabilities (including attorneys' fees) in connection with such independently-managed collection, use, and/or processing of Franchisee Data.

5.21. Data Security and Breach Notification. Taking into account the nature, scope, context and purposes of processing data, Franchisee agrees to install and maintain appropriate technical and organizational security measures to (i) comply with applicable data protection laws, and (ii) protect data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, data transmitted, stored or otherwise processed, which shall be no less stringent than generally accepted industry-standard security measures. Without limiting the foregoing, Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards (PCI-DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see *www.pcisecuritystandards.org*) or successor organization; to implement the security requirements that the Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and to complete PCI-DSS audits as and when

required by the standards. Franchisee agrees to make available all relevant records, audits, assessments, logs, files, reports or other materials necessary to demonstrate compliance with applicable security standards, including without limitation PCI-DSS compliance. Franchisee acknowledges that compliance with PCI-DSS is a minimum requirement, that compliance does not guarantee that no security breach will occur, and that any losses or expenses incurred by Little Caesar as a result of a security breach will be subject to indemnification under Section 18.~~5~~4. Franchisee shall reimburse Little Caesar for all costs and expenses incurred by Little Caesar and its affiliates associated with an actual or suspected security breach, including but not limited to: (i) security breach notification costs (including any costs of credit monitoring) using the form of notification approved by Little Caesar; (ii) security breach investigation and remediation costs; (iii) all fines, penalties and settlements related to or arising from the security breach; and (iv) related attorney's fees, all of which the Parties agree shall be deemed direct damages. In the event of a known or suspected security breach, Franchisee agrees to notify Little Caesar without undue delay (but in no event later than 48 hours after first suspecting or becoming aware of such breach, unless otherwise prohibited by applicable law) and to comply with applicable laws. Following Franchisee's notification to Little Caesar of a security breach, Franchisee agrees to cooperate with any instructions from Little Caesar regarding the security breach, including without limitation: (i) assisting with any investigation; (ii) providing Little Caesar physical access to facilities, systems, and operations affected; (iii) facilitating interviews with Franchisee's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting and other materials necessary to comply with applicable law, industry standards or as otherwise required by Little Caesar. Franchisee, at its sole cost and expense, shall use best efforts to immediately remedy any security breach and prevent any further security breach in accordance with Data Protection Laws (as defined in Section 5.22). Little Caesar may offer to Franchisee, and if offered Franchisee must purchase from Little Caesar or its affiliate, a package of services for internet access, PCI/DSS compliance and data security.

5.22. Privacy.

5.22.1. *Definitions*. In this Section:

"**CCPA**" means the California Consumer Privacy Act of 2018 (as amended by the California Privacy Rights Act of 2020), and any regulations and guidance promulgated thereunder.

"**Consumer**" means "consumer," "data subject," or other similar terms defined under Data Protection Laws.

"**Data Protection Laws**" means, collectively, all applicable laws, ordinances, rules, regulations (including industry self-regulation), guidelines, and standards (e.g., PCI-DSS) relating to privacy and data protection, cybersecurity, breach notification, consumer protection, and otherwise pertaining to the collection, use, disclosure, integrity, security, transfer, or other processing of Personal Information (as defined below).

"**Deidentified Data**" means "De-identified Data" or data that has been "Deidentified" as those terms are defined in Data Protection Laws. In the absence of such definitions, "Deidentified Data" shall mean information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular Consumer or a device linked to a particular Consumer.

"Franchisor Personal Information" means any LCE Data that constitutes "Personal Information."

"**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device, and includes, but is not limited to, information that is defined or protected under Data Protection Laws.

"**Processor**" means a person who processes Personal Information on behalf of another person, and shall include, but not be limited to, "service provider" and "processor" as defined under Data Protection Laws.

"**Sell**", "**Share**", and "**Business Purpose**" shall have the meaning given to them in the Data Protection Laws.

5.22.2. *Compliance with Data Protection Laws*. Franchisee shall abide by all applicable Data Protection Laws. Franchisee shall ensure that Personal Information is only collected, used, transferred, stored, or otherwise processed on a legal basis recognized by applicable Data Protection Laws, including without limitation express or implied consent of the data subject. Franchisee is responsible for ensuring that, and represents and warrants that: (i) Franchisee has complied with, and will continue to comply with, applicable Data Protection Laws in its processing of Personal Information; (ii) without limiting the previous clause, all data shared with or transferred to Little Caesar has been collected and otherwise processed in compliance with applicable Data Protection Laws and a privacy policy that allows such sharing or transfer; and (iii) Franchisee has, and will continue to have, the right to transfer, share, or provide access to, Personal Information to Little Caesar.

5.22.3. *Terms Required by Data Protection Laws*. Franchisee acknowledges and agrees that it will process Franchisor Personal Information in accordance with the documented instructions of Little Caesar solely as a Processor, for the purposes consistent with the license granted to LCE Data in Section 5.20 and, as to CCPA Personal Information, to carry out the Business Purposes applicable to such purposes (collectively, the "**Agreed Purposes**"), which Franchisee agrees and acknowledges are the sole purposes for which Little Caesar is making available the Franchisor Personal Information. Without limiting the generality of the foregoing, Franchisee shall: (i) not Sell or Share Franchisor Personal Information; (ii) not retain, use, or disclose Franchisor Personal Information for any purpose (including a commercial purpose) other than for the Agreed Purposes; (iii) not retain, use, or disclose Franchisor Personal Information outside of the direct business relationship between Little Caesar and Franchisee, including combining or updating Franchisor Personal Information received from, by, or on behalf of Little Caesar with Personal Information Franchisee receives from another person; (iv) provide the same level of privacy protection as required by Controllers under Data Protection Laws, including by, for example, cooperating with Little Caesar in responding to and complying with Consumers' requests made pursuant to Data Protection Laws; and (v) notify Little Caesar promptly within five (5) business days or, if sooner, the time required by Data Protection Laws, after Franchisee makes a determination that it can no longer meet its obligations under this Agreement or Data Protection Laws. Franchisee grants Little Caesar the right, upon notice, to take reasonable and appropriate steps to stop and remediate Franchisee's unauthorized use of Franchisor Personal Information. Franchisee certifies that it understands and will comply with the restrictions and obligations applicable to Franchisor Personal Information under any Data Protection Laws. . To the extent Franchisee receives from Little Caesar or otherwise collects Deidentified Data as part of the System, Franchisee agrees to: (i) maintain such data as Deidentified and take reasonable measures to ensure that such Deidentified Data cannot be associated with an individual or household (including implementing technical safeguards and business processes to prevent reidentification or inadvertent release of the Deidentified Data); (ii) publicly commit to maintain and use the data in Deidentified form and not to attempt to reidentify the data; and (iii) contractually obligate any third parties receiving such data from Franchisee to also commit to these same requirements. Franchisee may permit processing of Franchisor Personal Information on behalf of Little Caesar by third parties agreed to in advance in writing by Little Caesar ("**Subprocessors**"). Franchisee must flow down the privacy and security requirements of this Agreement to any Subprocessors in a written agreement binding each such Subprocessor to terms that include restrictions and obligations that are required by Data Protection Laws and that are no less restrictive than the terms of this Agreement. Franchisee shall be solely responsible for all actions and omissions of its Subprocessors.

5.22.4. *Assistance with Consumer Requests*. Franchisee shall take appropriate measures and provide all reasonable cooperation and assistance requested by Little Caesar in respect of fulfillment of Little Caesar's obligations to respond to Consumer rights requests. If Franchisee receives a notice, communication, claim, or complaint from a person (including a governmental authority) regarding,

or a Consumer request relating to, Franchisor Personal Information, then Franchisee will promptly: (A) advise the relevant person or Consumer to make the claim, complaint or request directly to Little Caesar by following the instructions provided by Little Caesar; (B) give written notice of the notice, communication, claim, complaint or request to Little Caesar; and (C) cooperate with and assist Little Caesar to respond to the notice, communication, claim, complaint, or request. Franchisee shall take appropriate measures and provide all reasonable cooperation and assistance requested by Little Caesar in respect of fulfillment of Little Caesar's obligations to respond to Consumer rights requests.

5.22.5. *Reviews and Audits*. At Little Caesar's request, Franchisee agrees to provide Little Caesar with all information, records, files, logs, reports, audits, documents, assessments or other materials necessary to confirm Franchisee's compliance with this Section and applicable Data Protection Laws. At Little Caesar's sole discretion, Franchisee grants Little Caesar, or a third party elected by Little Caesar, permission to perform an assessment, audit, examination or review of all technical and organizational security and privacy controls, including without limitation Franchisee's physical and/or technical environment, in relation to all Personal Information and Franchisor Personal Information collected, used, transferred, stored or otherwise processed by Franchisee pursuant to this Agreement. Franchisee shall fully cooperate by providing access to all personnel, facilities, and systems as necessary to complete the audit. In addition, at Little Caesar's request, Franchisee shall provide Little Caesar with the results of any audit performed by or on behalf of Franchisee that assesses the effectiveness of Franchisee's security and privacy measures.

5.23. Franchisee Private Network. Little Caesar has established a Franchisee-only private network (the **"FPN"**), which Franchisee must use as directed by Little Caesar in connection with the operation of the Restaurant, including, but not limited to, for reporting sales and ordering products from Blue Line and other affiliates. The FPN may include, without limitation, access to the Manuals, training and other assistance materials, and management reporting solutions (both upstream and downstream, as Little Caesar may direct). Franchisee shall connect to and utilize the FPN as required. Little Caesar may discontinue the FPN at any time, change its technology platform, change the content and functionality, and/or establish and change standard user terms in Little Caesar's discretion. Little Caesar shall have the right to require Franchisee to install a video, voice and data system that is accessible by both Little Caesar and Franchisee on a secure Internet website, in real-time, all in accordance with Little Caesar's then-current written standards as set forth in the Manuals or otherwise in writing.

5.24. Websites. Little Caesar shall have the right to require that Franchisee have one or more references or webpage(s), as designated and approved in advance by Little Caesar, within Little Caesar's primary consumer website(s), including, but not limited to, *www.littlecaesars.com*. Except as approved in advance in writing by Little Caesar, Franchisee shall not establish or maintain a separate website for any LITTLE CAESARS-related business other than the webpage(s), if any, made available on Little Caesar's website(s). If Little Caesar approves a separate website for Franchisee (which Little Caesar is not obligated to approve; and, which approval, if granted, may later be revoked by Little Caesar), such approval will be conditioned upon Franchisee's compliance with Little Caesar's requirements, including, but not limited to, the requirements of this Section and Sections 5.25 through 5.27. Before establishing any website, Franchisee shall submit to Little Caesar, for Little Caesar's prior written approval, a sample of the proposed domain name, format, visible content (including, without limitation, proposed screen shots), non-visible content (including, without limitation, meta tags), and such other information as Little Caesar may request, all in the form and manner Little Caesar may require.

5.25. Ownership of Domain Names. Franchisee acknowledges and agrees that Little Caesar owns all internet domain names, URLs, user names, and internet page names that include any of the Proprietary Marks. Franchisee further acknowledges and agrees that if Little Caesar grants its approval for Franchisee's use of a generic, national, and/or regionalized domain name, Little Caesar shall have the right to own and control the domain name at all times and may license it to Franchisee for the term of this Agreement on such terms and conditions as Little Caesar may require (including, but not limited to, the requirement that Franchisee reimburse Little Caesar's costs for doing so). If Franchisee already owns any domain names, or hereafter registers any domain names, then Franchisee agrees that it shall notify Little

Caesar in writing and assign the domain names to Little Caesar and/or a designee that Little Caesar specifies in writing.

5.26. Electronic Marketing and Electronic Communications. Unless agreed to in writing by Little Caesar, Franchisee shall not use, register, maintain, or sponsor any social media, blog, messaging system, email account, user name, text address, mobile application, or other electronic, mobile or Internet presence that uses or displays any of the Proprietary Marks (or any derivative thereof) or that promotes any products or services of the Restaurant. Franchisee acknowledges that the use of any electronic medium constitutes advertising and promotion subject to Little Caesar's approval under Section 9.4 of this Agreement. Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by telephone, e-mail, text message, instant message, social media, VoIP, streaming media, or other electronic media without first obtaining Little Caesar's written consent as to: (a) the content of such advertisements or solicitations; and (b) the type of media intended to be used. All telephone answering messages, email auto-signatures, and other identifiers of the Restaurant must be in the form prescribed by Little Caesar. If Little Caesar approves the use of an electronic medium (which Little Caesar is not obligated to approve, and which approval, if granted, may later be revoked by Little Caesar), such approval will be conditioned upon Franchisee's compliance with any standards and procedures issued by Little Caesar with respect to that type of electronic medium, as well as compliance with the following requirements:

5.26.1. Franchisee shall not substantially modify its use of the approved electronic medium without first obtaining Little Caesar's written approval of the proposed modification;

5.26.2. Franchisee's use of the approved electronic medium shall contain such disclaimers, warnings, and other statements as Little Caesar may periodically prescribe in the Manuals or otherwise in writing, including, but not limited to, a clear and obvious statement that the use of the electronic medium is for a local restaurant operated by Franchisee and is not operated, sponsored or endorsed by Little Caesar;

5.26.3. If required by Little Caesar, Franchisee shall establish such hyperlinks to Little Caesar's website(s) and other websites as Little Caesar may request in writing; and

5.26.4. Franchisee shall not use any electronic medium to post any information relating to Little Caesar, the System, the Proprietary Marks, or the ~~Franchised Business~~Restaurant without Little Caesar's prior written approval; and Franchisee shall not make any posting or other contribution that (a) is derogatory, disparaging, or critical of Little Caesar, (b) is offensive, inflammatory, or indecent, or (c) harms the goodwill and public image of the System and/or the Proprietary Marks.

5.27. No Outsourcing without Prior Written Approval. Franchisee shall not hire third party or outside vendors to perform any services or obligations in connection with the Required Technology, Required Software, or any other of Franchisee's obligations without Little Caesar's prior written approval. Little Caesar's consideration of any proposed outsourcing vendor(s) may be conditioned upon, among other things, such third party or outside vendor's entry into a confidentiality agreement with Little Caesar and Franchisee in a form that is provided by Little Caesar. The provisions of this Section are in addition to and not instead of any other provision of this Agreement.

6. CONSTRUCTION OF LEASEHOLD IMPROVEMENTS

6.1. Obligation to Construct Leasehold Improvements. Franchisee shall, at its expense, construct all leasehold improvements to the Restaurant premises in conformance with the prototype or specific design plans and specifications furnished by Little Caesar pursuant to Section 4.1 of this Agreement.

6.2. Securing Governmental Approvals. Franchisee shall be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or

regulations, or which may be necessary or advisable owing to any restrictive covenants relating to the location of the Restaurant. Franchisee shall obtain all permits, licenses, and certifications required for the lawful construction, occupancy, and operation of the Restaurant (including, but not limited to, compliance with the provisions of the Americans with Disabilities Act ("**ADA**")). Franchisee agrees and acknowledges that the Restaurant and its adjacent areas shall at all times during the term of this Agreement comply with all applicable federal, state and local accessibility laws, statutes, codes, rules, regulations and standards, including, but not limited to, the ADA.

6.3. Use of a Qualified Architect or Engineer. Franchisee shall retain a qualified architect or engineer, if requested by Little Caesar, to prepare final plans and specifications for constructing the leasehold improvements based upon the plans and specifications furnished by Little Caesar, shall submit such final plans to Little Caesar, and shall not proceed with any construction until Little Caesar's written approval of such plans has been received. Franchisee shall not deviate from any approved plans and specifications without Little Caesar's prior written approval.

6.4. Use of a Qualified Contractor. Franchisee shall retain a qualified, licensed general contractor to perform all construction, and Franchisee shall provide to Little Caesar such periodic progress reports as Little Caesar may require. During construction, Little Caesar shall have the right to inspect the premises at all times for the purpose of ascertaining that all work complies with the final plans approved by Little Caesar, and Franchisee shall cooperate and cause its employees and agents to cooperate fully with Little Caesar's inspections.

6.5. Franchisee Responsible. Franchisee is responsible for the performance of all architects, engineers, contractors, and subcontractors hired by Franchisee in connection with the design, construction and maintenance of the Restaurant and for ensuring that sufficient insurance coverage is in place during the construction process. Little Caesar shall have the right, in its sole discretion, to oversee any renovation or construction and visit the construction site at any time to ensure compliance with its standard plans and specifications. Little Caesar also has the right to require Franchisee to submit periodic progress reports in such form and at such times as Little Caesar requests.

6.6. Construction of Leasehold Improvements and Securing Approval to Open. Construction shall commence promptly after Little Caesar's written approval of Franchisee's final plans is received, and shall continue uninterrupted until all necessary work is completed in accordance with the approved plans. Within five (5) days after work is completed, Franchisee shall submit a written request to Little Caesar to conduct a final inspection of the Restaurant premises and, upon receipt of such request, Little Caesar shall promptly conduct such inspection. Franchisee shall not open the Restaurant for business without the express written authorization of Little Caesar, which authorization shall specify the Opening Date of the Restaurant and may be conditioned upon Franchisee's strict compliance with the specifications of the approved final plans and System standards and completion of any pre-opening training required by Little Caesar.

6.7. Opening Deadline; Time of the Essence. If the Approved Location has been determined prior to ~~the~~Franchisee's execution of this Agreement, Franchisee shall commence construction of the Restaurant not later than six (6) months after ~~the Effective Date~~Franchisee's execution of this Agreement and shall open the Restaurant to the public not later than nine (9) months after ~~the Effective Date~~Franchisee's execution of this Agreement. If the Approved Location has not been determined prior to ~~the~~Franchisee's execution of this Agreement, Franchisee shall commence construction of the Restaurant not later than six (6) months after Little Caesar has issued its written approval of the Approved Location and shall open the Restaurant to the public not later than nine (9) months after Little Caesar has issued its written approval of the Approved Location. Franchisee acknowledges and agrees that time is of the essence in connection with the construction and opening of the Restaurant.

6.8. Relocation. Franchisee shall not relocate the Restaurant without the prior written approval of Little Caesar. In order to be considered for relocation, the new location must be within a one mile radius of the original location and must meet any refurbishing requirements that Franchisee would have had to meet at the original location under Section 5.6. Little Caesar may require, prior to relocation, that Franchisee

complete any refurbishing requirements at the original location that would be movable to the new location. Franchisee must re-open at the new location within six (6) months of the original location's closure. Any approvals furnished by Little Caesar pursuant to this Section 6.8 shall not be deemed to be a guarantee or assurance by Little Caesar that the Restaurant will be profitable or successful at the new location. Franchisee shall pay Little Caesar a relocation fee of Two Thousand Five Hundred Dollars ($2,500) at the time Franchisee submits its relocation request package to Little Caesar. The relocation fee is refundable only if Little Caesar does not approve Franchisee's relocation request.

6.9. Construction Insurance. Franchisee shall procure, prior to the commencement of any construction, and shall maintain in full force and effect at all times during any construction, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Little Caesar, and its affiliates, and their respective shareholders, directors, employees, and agents, against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the construction of the Restaurant. Such policy or policies shall be written by an insurer or insurers acceptable to Little Caesar~~,~~ and shall comply with the requirements prescribed by Little Caesar in the Manuals or otherwise in writing.

7. PROPRIETARY MARKS

7.1. Little Caesar Representations Concerning Proprietary Marks. Little Caesar represents with respect to the Proprietary Marks that:

7.1.1. Little Caesar owns, or has obtained a license to use and to license others to use, the Proprietary Marks; and

7.1.2. Little Caesar shall take all steps reasonably necessary to preserve and protect the validity of the Proprietary Marks.

7.2. Franchisee Use of Proprietary Marks. With respect to Franchisee's use of the Proprietary Marks pursuant to this Agreement:

7.2.1. Franchisee shall use only the Proprietary Marks designated by Little Caesar, and shall use them only in the manner authorized and permitted by Little Caesar;

7.2.2. Franchisee shall use the Proprietary Marks only for the operation of the Restaurant~~,~~ and only at the Approved Location or in Little Caesar-approved advertising for the Restaurant;

7.2.3. Unless otherwise authorized or required by Little Caesar, Franchisee shall operate and advertise the Restaurant only under the Proprietary Marks authorized for use for a Little Caesars Restaurant;

7.2.4. Franchisee shall identify itself as an independent franchisee-owner of the Restaurant in conjunction with any use of the Proprietary Marks and the operation of the Restaurant, and shall place a written notice to such effect, in a form approved by Little Caesar, in a conspicuous location on the Restaurant premises and as otherwise required by Little Caesar pursuant to Section 18.2;

7.2.5. Franchisee's right to use the Proprietary Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement;

7.2.6. Franchisee shall not use the Proprietary Marks to incur any obligation or indebtedness on behalf of Little Caesar;

7.2.7. Franchisee shall execute any documents deemed necessary by Little Caesar or its affiliates to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability;

7.2.8. Franchisee shall promptly notify Little Caesar of any suspected unauthorized use of, or any challenge to the validity or use of the Proprietary Marks. Little Caesar (or its affiliate) shall have the sole right to determine whether any action should be taken, and, if any action is taken, Little Caesar (or its affiliate) shall have the right to direct and control any such action, including without limitation the prosecution, defense or settlement of any administrative proceeding or litigation or other adjudicative proceeding involving the Proprietary Marks. Franchisee shall have no right, independent of Little Caesar, to make any demand against any such user or challenger or to prosecute any claim of any kind or nature whatsoever relating to Little Caesar's Proprietary Marks;

7.2.9. Little Caesar (or its affiliate) shall defend Franchisee against any third-party claim, suit, or demand arising out of Franchisee's use of the Proprietary Marks. If Little Caesar determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Little Caesar. If Little Caesar determines that Franchisee has not used the Proprietary Marks in accordance with this Agreement, the cost of such defense, including the cost of any judgment or settlement, shall be borne by Franchisee. In the event of any litigation relating to Franchisee's use of the Proprietary Marks, Franchisee shall execute any and all documents and do such acts as may, in the opinion of Little Caesar, be necessary to carry out such defense or prosecution, including, but not limited to, becoming a party to any legal action. Except to the extent that such litigation is the result of Franchisee's use of the Proprietary Marks in a manner inconsistent with the terms of this Agreement, Little Caesar agrees to reimburse Franchisee for its out-of-pocket litigation costs in cooperating with Little Caesar with respect to the litigation;

7.2.10. Franchisee shall not use as part of its corporate or other legal name, or as an internet domain name or URL, any of the Proprietary Marks or any portion or derivative of any Proprietary Marks, including without limitation "Caesar," "Caesars" or any other name that is likely, in the judgment of Little Caesar, to cause third parties to be confused or mistaken with respect to the separate identities of Little Caesar and Franchisee; and

7.2.11. During the term of this Agreement and after its expiration or termination, Franchisee shall not directly or indirectly contest the validity or ownership of the Proprietary Marks, nor take any other action which may tend to derogate or jeopardize Little Caesar's interest therein, or Little Caesar's right to use and to license others to use, the Proprietary Marks.

7.3. Franchisee Acknowledgments Concerning Proprietary Marks. Franchisee expressly understands and acknowledges that:

7.3.1. The Proprietary Marks are valid and serve to identify the System and those who are franchised under the System;

7.3.2. Franchisee's use of the Proprietary Marks pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks other than the license granted by this Agreement;

7.3.3. Any and all goodwill arising from Franchisee's use of the Proprietary Marks during the term of this Agreement shall inure solely and exclusively to the benefit of Little Caesar and its affiliates, and upon expiration or termination of this Agreement no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Proprietary Marks; and

7.3.4. Except as specified in Section 1.3 hereof, Little Caesar and its affiliates shall have and retain the rights, among others: (a) to use the Proprietary Marks themselves in connection with selling products and services; (b) to grant other licenses for the Proprietary Marks, in addition to those licenses already granted to existing franchisees; and (c) to develop and establish other systems using the Proprietary Marks, similar proprietary marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee.

7.4. Changes to the Proprietary Marks. Little Caesar reserves the right to substitute different proprietary marks for use in identifying the System and the businesses operating thereunder if the Proprietary Marks no longer can be used, or if Little Caesar determines that substitution of different proprietary marks will be beneficial to the System. In such circumstances, the use of the substituted proprietary marks shall be governed by the terms of this Agreement, and Little Caesar shall not compensate Franchisee for such substitution. Franchisee shall implement promptly any such substitution.

8. CONFIDENTIAL MANUALS AND INFORMATION

8.1. Keeping Manuals Confidential. Franchisee shall treat the Manuals, and the information contained therein, as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person. The Manuals shall at all times remain the sole property of Little Caesar.

8.2. Keeping Manuals Current. Franchisee acknowledges and agrees that the Manuals may be modified from time to time in Little Caesar's sole discretion to reflect changes in the System and its standards and specifications. All modifications to the Manuals shall be binding on Franchisee upon Franchisee's receipt of notice of such modifications. Franchisee shall accept, implement, and adopt all such modifications at Franchisee's own cost. In the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Little Caesar shall be controlling. In the event the Manuals are lost, destroyed or otherwise misplaced, Franchisee shall immediately notify Little Caesar. Franchisee shall pay Little Caesar its then-current fee for each updated version of the Manuals and for replacement of any lost or destroyed copies of the Manuals.

8.3. Protection of Confidential Information. Franchisee shall not, during or after the term hereof, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, or corporation any confidential information, knowledge, or know-how of Little Caesar which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation hereunder, including, but not limited to, information concerning the marketing, management, or operations plans of the Restaurant, Little Caesar's recipes, products, ingredients or product development, the Manuals and other training manuals, policy manuals, and operations manuals, sales promotion aids, business forms, operational procedures, accounting procedures, proprietary equipment and technology, proprietary designs, password-protected Internet or extranet information, marketing reports, advertising programs and materials, supplier information, purchasing or distribution procedures, inventory systems, demographic information, site selection criteria, accounting or sales information, past, present and future projects and proposals, ~~customer~~guest, prospective ~~customer~~guest and vendor information and relationships, marketing techniques, research processes, and financial and economic information ("**Confidential Information**"). Franchisee shall divulge such Confidential Information only to those employees who must have access to it in order to perform their employment responsibilities, and who shall keep such information confidential. Any and all information, knowledge, know-how, and techniques which Little Caesar designates as confidential shall be deemed confidential for purposes hereof. Franchisee will not: (i) modify, translate, decompile, disassemble, or create derivative works based on any Confidential Information; (ii) reverse engineer any products embodying Confidential Information; (iii) attempt to sell, sublicense, rent, lease, grant a security interest in, or otherwise purport to transfer rights to any Confidential Information; or (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, or symbols on Confidential Information.

8.4. Irreparable Injury from Disclosure of Confidential Information. Franchisee acknowledges that any failure to comply with the requirements of this Section 8 will cause Little Caesar irreparable injury for which no adequate remedy at law may be available; and Franchisee agrees that Little Caesar may seek, and agrees to pay all court costs and attorneys' fees incurred by Little Caesar in obtaining, without posting a bond, an *ex parte* or other order for injunctive or other legal or equitable relief with respect to the requirements of this Section 8.

8.5. Confidentiality Agreements from Associates of Franchisee. Franchisee is responsible for ensuring that all personnel of Franchisee, including but not limited to owners, officers, and crew members, and Franchisee's vendors, service providers, professional advisors, and other persons associated with Franchisee, keep confidential all Confidential Information as defined in Section 8.3 above. Any unauthorized use or disclosure of Confidential Information by such persons will constitute a default by Franchisee under this Agreement. Franchisee shall require anyone who may have access to the Confidential Information (including but not limited to the persons and entities covered by Sections 12.4, 15.8 and 16.4 below) to sign an agreement to maintain the confidentiality of the Confidential Information that he or she may receive in connection with his or her association with Franchisee. Little Caesar has the right to approve the form of the agreements required by this Section 8.5, each of which must identify Little Caesar as a third party beneficiary with the independent right to enforce the agreement. At Little Caesar's request, Franchisee will furnish copies of the confidentiality agreements by which persons associated with Franchisee are bound.

9. ADVERTISING

Recognizing the value of advertising and promotion, and the importance of the standardization of advertising and promotional programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

9.1. Amounts and Recipients of Advertising Contribution. Franchisee, and Little Caesar (on behalf of any Restaurant (other than a Non-Traditional Restaurant) owned or operated by it or an affiliate), shall spend on advertising an amount specified by Little Caesar for a time period specified by Little Caesar; provided, however, that such amount shall not exceed seven percent (7%) of Franchisee's Gross Sales for the applicable time period. The time period specified may be weekly, every four (4) weeks, monthly, quarterly, annually or such other period as Little Caesar may specify. Little Caesar shall allocate such specified amount among: (a) contributions to a fund currently administered by Caesar Fund, Inc., a Michigan corporation, or a successor advertising fund (collectively, "**CAESAR FUND**") that will administer a nationwide advertising program and/or provide collection, administrative and other services for the advertising program, as described in Section 9.2; (b) contributions to an advertising cooperative ("**Cooperative**"), as described in Section 9.3; and (c) Franchisee's expenditures on local advertising. Little Caesar may from time to time, at any time, modify both the allocation and amount of each Franchisee's expenditures among CAESAR FUND, the Cooperative, and Franchisee's local advertising. Little Caesar has the right to determine which types of expenditures count toward the local advertising requirement. Franchisee must show proof of required local advertising expenditures in the manner and at the times specified by Little Caesar. Little Caesar may grant any Little Caesars ~~restaurant~~Restaurant an exemption for any length of time (which may be in the form of a reduction, deferral or waiver) from advertising requirements, including but not limited to contributions to CAESAR FUND, contributions to a Cooperative, or required local advertising expenditures.

9.2. CAESAR FUND. The following provisions shall apply to CAESAR FUND~~,~~ or any successor thereof:

9.2.1. Franchisee irrevocably appoints Little Caesar to make advertising decisions ~~for the benefit of Franchisee~~ with respect to monies allocated to CAESAR FUND, including the power to negotiate advertising arrangements with advertising agencies and to authorize the expenditure of funds held by CAESAR FUND to pay for third party advertising services and marketing campaigns. Franchisee acknowledges that (i) the contributions to CAESAR FUND are being made for advertising services and marketing campaigns that benefit ~~Franchisee~~ Little Caesars Restaurants and the System generally; and (ii) CAESAR FUND holds the funds received from Franchisee and serves as a conduit to pay Little Caesar and other third parties who will provide the actual services ~~that benefit Franchisee~~.

9.2.2. All CAESAR FUND contributions not retained by Little Caesar for its services, and any earnings thereon, shall be used exclusively to meet costs of maintaining, administering, directing, conducting and developing the preparation of advertising, marketing, public relations, and/or promotional programs and materials that promote the LITTLE CAESARS brand, and any other activities which Little Caesar

believes will benefit the System, including, among other things, the costs of preparing and executing advertising campaigns in various media; utilizing any electronic media (as described in Sections 5.25 through 5.27 above) and other emerging media or promotional tactics; distribution of marketing materials; preparation of direct mail advertising; market research; employing advertising, sales promotion, and/or public relations agencies to assist therein; hiring consultants or experts (including law firm or in-house counsel to review advertising and related materials); purchasing promotional items; executing and administering in-store promotions; and providing promotional and other marketing materials and services for Restaurants.

9.2.3. Little Caesar shall direct all advertising and promotional programs, with the right to control the creative concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that one of CAESAR FUND's objectives is to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of the System, and that CAESAR FUND is not obligated to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that Franchisee benefits directly or pro rata from the advertising or promotion conducted by CAESAR FUND.

9.2.4. As set forth in Section 3.5, Little Caesar shall have the right to require Franchisee to make all CAESAR FUND payments by electronic fund transfer, pre-authorized auto-draft arrangement, or such other methods as Little Caesar shall specify from time to time. All sums paid to CAESAR FUND shall be maintained in an account separate from the monies of Little Caesar and shall not be used to defray any expenses of Little Caesar, except for such costs and overhead, if any, as Little Caesar may incur in activities related to the administration of CAESAR FUND and direction of advertising programs, including, among other things, costs of personnel for creating and/or implementing advertising, promotional, marketing programs, collection of receipts, budgets, and similar types of expenditures. Any monies collected by CAESAR FUND, and any earnings thereon, shall not otherwise inure to the benefit of Little Caesar.

9.2.5. A financial statement of CAESAR FUND shall be prepared annually using generally accepted accounting principles and made available to Franchisee. CAESAR FUND's books and records shall be audited annually and the audit report shall be made available to Franchisee.

9.2.6. Little Caesar shall have the right to coordinate activities and/or allocate expenses between CAESAR FUND and (i) any Cooperative established pursuant to Section 9.3 of this Agreement; or (ii) any other national or regional advertising fund that may be established with respect to any other Little Caesars restaurant concept. Any such coordination and allocation shall be performed in a fair and equitable manner. Little Caesar also shall have the right, but not the obligation, to simultaneously perform the activities set forth in this Section 9.2 on behalf of other Little Caesars restaurant concepts and to co-mingle contributions and disbursements of the different restaurant concepts.

9.2.7. Little Caesar retains the right to terminate CAESAR FUND and/or replace it with another advertising fund at any time; provided, however, that CAESAR FUND shall not be terminated until all monies in it have been expended for purposes authorized by this Section 9.2 or transferred to the successor advertising fund or returned to contributors on the basis of their respective contributions.

9.3. Advertising Cooperatives. Little Caesar shall have the right, but not the obligation, to designate any geographical area or set of common characteristics for purposes of establishing a Cooperative, and to determine whether a Cooperative is applicable to the Restaurant. Franchisee and Little Caesar (on behalf of each Restaurant (other than a Non-Traditional Restaurant) owned by it or an affiliate) shall become a member of and contribute to any Cooperative that Little Caesar determines is applicable to their respective Restaurants. The following provisions will apply to each Cooperative:

9.3.1. Each Cooperative shall adopt a cooperative agreement governing the organization and operation of the Cooperative, subject to Little Caesar's approval of such agreement. In the event that the members of the Cooperative do not sign an agreement within a reasonable time, Franchisee shall sign Little Caesar's recommended Cooperative Agreement. Little Caesar reserves the

right to change the form of organization, governing documents, and manner of operation of any Cooperative, and Franchisee and the other members agree to implement any such change immediately upon notice from Little Caesar. No changes in the bylaws or other governing documents of a Cooperative shall be made without Little Caesar's prior written consent.

9.3.2. Each Cooperative shall be organized for the exclusive purpose of developing, executing and administering advertising programs and developing promotional materials for use by the members of the Cooperative.

9.3.3. No advertising or promotional programs or materials may be used by a Cooperative or furnished to its members without prior approval of Little Caesar pursuant to Section 9.4.

9.4. Little Caesar Approval of Advertising. All advertising and promotion by Franchisee and the Cooperative shall be in such media and of such type and format as Little Caesar may approve, shall be conducted in a dignified manner, and shall conform to such standards and requirements as Little Caesar may specify. Franchisee or the Cooperative shall submit samples of all proposed advertising and promotional plans and materials to Little Caesar for its approval, in the manner prescribed in Section 20, unless such plans and materials were prepared by Little Caesar or have been approved by Little Caesar within the last six (6) months. No advertising or promotional materials shall be used unless and until Little Caesar has furnished written notice authorizing such use. Little Caesar will attempt to provide notice of its approval or rejection of advertising materials within 30 days of receipt of the materials, although in some cases it may take longer. Little Caesar also shall have the right at any time after use of such materials commences, to prohibit further use, effective upon receipt of written notice from it to Franchisee or the Cooperative.

9.5. Grand Opening Advertising. Franchisee will spend a minimum of $15,000 for a grand opening advertising and promotion program approved by Little Caesar or carried out by Little Caesar on Franchisee's behalf. This amount is in addition to Franchisee's other financial obligations in this Section 9. The grand opening advertising and promotion program will take place within close proximity of the opening, on a schedule determined by Little Caesar. At Little Caesar's option, Franchisee will either conduct the program itself or pay the funds to Little Caesar by EFT as provided in Section 3.5. If Little Caesar elects to carry out the program, Little Caesar will have complete discretion to decide how and when grand opening advertising expenditures will be made. Components of the program may include direct mail advertising, newspaper advertising, digital and social media advertising, radio advertising, promotional events, promotions, public relations events, use of discount coupons, or any other activities Little Caesar determines will contribute to generating business at the Restaurant. If Franchisee carries out the program, Franchisee shall submit its proposed grand opening advertising and promotion program to Little Caesar for approval at least 4 weeks before the scheduled opening. Franchisee will furnish to Little Caesar, within seven (7) days after the opening of the Restaurant, such evidence as Little Caesar may require to verify Franchisee's fulfillment of its obligations in this Section.

9.6. Copyrights and Other Rights. Franchisee acknowledges and agrees that Little Caesar owns all copyrights and other rights to all existing and future advertising and promotional materials that contain any of the Proprietary Marks or that otherwise relate to the Restaurant, as well as any products, materials, and rights that result from any advertising, marketing, and promotional programs created, purchased, produced or conducted by or on behalf of Franchisee, Little Caesar, the CAESAR FUND, or any Cooperative, regardless of the party that created such materials. No copyrights or other rights or interest in any tangible or intangible materials or in the Proprietary Marks shall vest in Franchisee as a result of any contribution to, or participation in, any advertising, marketing, or promotional program. If, notwithstanding this provision, Franchisee is deemed to have acquired any copyrights, contractual rights or common law rights in any advertising programs or materials, Franchisee shall execute (and shall cause its employees and agents to execute) such documents or instruments as Little Caesar requests to effect assignment of such rights to Little Caesar or its affiliate.

9.7. Advertising for Prospective Franchisees. Franchisee must display and maintain franchisee recruiting materials in the manner specified by Little Caesar. Little Caesar will be responsible for providing those materials at its cost.

9.8. Little Caesar Advertising. Little Caesar may, from time to time in its sole discretion, expend its own funds and resources to produce and purchase marketing and promotional materials and conduct such advertising as Little Caesar deems necessary or desirable. In any discretionary advertising, marketing, or promotional effort conducted solely by or on behalf of Little Caesar, Little Caesar shall have sole discretion over the content, form, and geographic distribution of such efforts and materials, and Little Caesar shall have no obligation to expend any funds or resources in your Protected Territory or to provide or sell to you any advertising, marketing, or promotional materials produced by or on behalf of Little Caesar.

10. INSURANCE

10.1. Franchisee's Insurance Obligation. Franchisee shall procure, prior to the opening of the Restaurant, and shall maintain in full force and effect at all times during the term of this Agreement, at Franchisee's expense, an insurance policy or policies protecting Franchisee, Little Caesar and its affiliates, and their respective shareholders, directors, employees, and agents against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring at or in connection with the Restaurant. Such policy or policies shall: (i) be written by insurer(s) acceptable to Little Caesar; (ii) name Little Caesar and its shareholders, directors, employees, and agents as additional insureds; (iii) comply with the requirements prescribed by Little Caesar at the time such policies are obtained; (iv) provide at least the types and minimum amounts of coverage specified in the Manuals, the Franchise Disclosure Document, or other documentation or materials from Little Caesar (including, without limitation, general commercial liability, automobile liability and business interruption insurance) or required by law in the jurisdiction where the Restaurant is located (including, without limitation, workers compensation insurance); and (v) contain a waiver by Franchisee and its insurers of their subrogation rights against Little Caesar and its affiliates and their respective shareholders, directors, employees and agents.

10.2. Franchisee's Insurance Obligation Not Affected by Little Caesar's Insurance. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Little Caesar, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 18.5 of this Agreement.

10.3. Additional Required Endorsements. All public liability and property damage policies shall contain a provision that Little Caesar, although named as an additional insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Little Caesar or its shareholders, directors, employees, and agents by reason of their negligence.

10.4. Certificates of Insurance. At least ten (10) days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee shall deliver to Little Caesar Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no fewer than thirty (30) days' prior written notice shall be given Little Caesar in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by such Certificates. Certificates evidencing the insurance required by this Section shall name Little Caesar and each of its affiliates, shareholders, directors, employees, and agents as additional insureds, and shall expressly provide that any interest of each shall not be affected by any breach by Franchisee of any policy provisions for which such Certificates evidence coverage.

10.5. Little Caesar's Right to Secure Insurance on Behalf of Franchisee. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by Little Caesar in the Manuals or otherwise in writing, Little Caesar shall have the right and authority (but not the obligation) to immediately procure such insurance and to charge the premium on such insurance to Franchisee, which charges, together with a fee for Little Caesar's expenses in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Little Caesar may have.

11. ACCOUNTING AND RECORDS

11.1. Maintenance of Records. Franchisee shall prepare, during the term of this Agreement, and shall preserve for at least four (4) years from the dates of their preparation, complete and accurate books, records, and accounts in accordance with generally accepted accounting principles and in the form and manner prescribed by Little Caesar from time to time in the Manuals or otherwise in writing. Notwithstanding anything contained herein to the contrary, Franchisee is responsible for maintaining and preserving records for longer periods if required by any applicable Federal, State or local laws or regulations.

11.2. Annual Financial Statements and Tax Returns. Franchisee shall, at its expense, provide Little Caesar with a copy of Franchisee's financial statements showing the results of operations of the Restaurant for each fiscal year during the term of this Agreement. The statements shall include a consolidated income statement, individual income statement for each Restaurant, and balance sheet using generally accepted accounting principles, period accounting, and the accrual method of accounting, and shall be furnished within sixty (60) days after the end of each fiscal year of the Restaurant. Each statement submitted under this Section and Section 11.3 shall be signed by Franchisee's principal officer or independent certified public accountant attesting that it is true and correct. Franchisee also shall provide Little Caesar, within five (5) days of their filing, copies of Franchisee's federal tax returns for each year during the term of this Agreement; provided, however, that if Franchisee is not a corporation or partnership, Franchisee may, at its option, submit only those schedules to its personal tax filings which reflect the revenues and expenses of the Restaurant. Franchisee shall provide copies of its state tax returns upon request by Little Caesar.

11.3. Weekly Reports and Quarterly Financial Statements. Franchisee shall, at its expense, provide Little Caesar, on forms and in the manner prescribed by Little Caesar, with (i) weekly reports of Gross Sales, due by noon Wednesday of the following week, or such other time as Little Caesar may specify; and (ii) financial statements on a quarterly basis (or on a more frequent periodic basis if requested by Little Caesar), to include a consolidated income statement, individual income statements for each Restaurant owned by Franchisee, and balance sheets using generally accepted accounting principles, period accounting and the accrual method of accounting, due within twenty-eight (28) days after the end of each quarter.

11.4. Additional Reports; Credit Reports. At Little Caesar's discretion and Franchisee's expense, Little Caesar may require additional reports, such as a statement of cash of flows, annual business plan, or forecasts. Franchisee shall also provide to Little Caesar, for review or auditing, such other forms, sales reports, POS system reports, records, information, and data as Little Caesar may request, on the forms and in the manner requested by Little Caesar. Franchisee, its owners and its guarantors hereby authorize Little Caesar to obtain a credit report on Franchisee, its owners and/or its guarantors (a) at any time during the term of this Agreement, and/or (b) for a reasonable period after termination of this Agreement based on abandonment of the Restaurant or uncured default by Franchisee.

11.5. Right to Examine or Audit Franchisee Records. Little Caesar or its designated agents shall have the right at any time to examine and copy, at Little Caesar's expense, the books, records, accounts, and business tax returns of Franchisee, and the personal tax returns of Franchisee's owners. Little Caesar shall also have the right, at any time, to have an independent audit made of the books and records of Franchisee. If an inspection or audit reveals that any payments due to Little Caesar have been understated in any report to Little Caesar, then Franchisee shall immediately pay to Little Caesar the

amount understated upon demand, in addition to interest as provided in Section 3.5. If an inspection or audit discloses an understatement in any report of two percent (2%) or more, Franchisee shall, in addition to repayment of monies owed with interest, reimburse Little Caesar for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wages expenses, and accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Little Caesar may have because of such under-reporting.

11.6. Late Reports. If Franchisee's financial statements, tax returns, or other reports required by this Section 11 are not received when due, Franchisee shall pay Little Caesar its then-current late fee (as provided in Section 3.5) for each 30 days (or portion thereof) the financial statement, tax return or other report is overdue. In addition, after the third such late financial statement, tax return or report, Little Caesar may require and, if so required, Franchisee shall retain at Franchisee's expense an accountant approved by Little Caesar to prepare Franchisee's financial statements, tax returns and reports. After a period of at least 18 months with no late financial statements, tax returns, or other reports, Franchisee may request to be, and if confirmed by Little Caesar, Franchisee shall be relieved of this requirement.

12. TRANSFER OF INTEREST

12.1. Transfer by Little Caesar. Little Caesar shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any person or legal entity. With respect to any assignment which results in the subsequent performance by the assignee of all of Little Caesar's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Little Caesar under this Agreement from the date of assignment. In addition, and without limitation to the foregoing, Franchisee expressly affirms and agrees that Little Caesar may sell its assets, its Proprietary Marks, or its System; may sell its securities in a public offering or in a private placement; may merge, acquire other corporations, or be acquired by another corporation; and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring.

12.2. Transfer by Franchisee. Franchisee understands and acknowledges that Little Caesar has granted this franchise in reliance on the business skill, financial capacity, and personal character of Franchisee (or of the direct and indirect owners of Franchisee, if Franchisee is a corporation or other entity). Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation, trust, or other legal entity which directly or indirectly owns any interest in Franchisee shall, without the prior written consent of Little Caesar, transfer, pledge or otherwise encumber this Agreement, any of the rights or obligations of Franchisee under this Agreement, any interest in Franchisee, any assets of Franchisee, or all or substantially all of the assets of the Restaurant. Franchisee understands that this section applies to any transfer of such interests that would occur by any mechanism, including but not limited to family financial planning, estate planning, grant to a trust, distribution from a trust, corporate reorganization, bank financing, issuance or offering of securities, employee ownership plans, divorce, new marriage, bankruptcy, or receivership. Any purported assignment or transfer, by operation of law or otherwise, not having the written consent of Little Caesar required by this Section 12.2, shall be null and void and shall constitute a material breach hereof, for which Little Caesar may then terminate without an opportunity to cure pursuant to Section 13.2.4 hereof.

If the proposed transfer, alone or together with other previous, simultaneous, or proposed transfers, would effect a change of control of Franchisee or the Restaurant, Little Caesar shall have the right to require that any or all of the following conditions are satisfied, as determined by Little Caesar in its sole discretion, in addition to any other conditions imposed by Little Caesar:

12.2.1. Franchisee (and the transferor, if other than Franchisee) have satisfied all accrued monetary obligations and all other outstanding obligations to Little Caesar and its affiliates, including any payments required by Article 3 of this Agreement; all obligations to Franchisee's landlord, suppliers and other creditors; and all taxes;

12.2.2. Franchisee (and the transferor, if other than Franchisee) is not in default of any provision of this Agreement or any other agreement between Franchisee or the transferor and Little Caesar or Little Caesar's affiliates;

12.2.3. Franchisee and its owners and guarantors (and the transferor, if other than Franchisee) have executed a general release, in a form satisfactory to Little Caesar, of any and all claims which any of them may have against Little Caesar and its affiliates, shareholders, directors, employees, and agents, including without limitation, claims arising under federal, state, and local laws and regulations;

12.2.4. At Little Caesar's option, the transferee shall either (i) enter into a written assignment, in a form satisfactory to Little Caesar, assuming and agreeing to fulfill all of Franchisee's obligations hereunder, or (ii) execute, for a term ending on the expiration of this Agreement and with any renewal term as may then be remaining under this Agreement, the standard form franchise agreement then being offered to new System franchisees (and required ancillary documents), the terms of which may differ from the terms of this Agreement, including but not limited to higher royalty fees, advertising contributions and other fees; provided, however, that the transferee shall not be required to pay any initial franchise fee. If the transferee is other than an individual, all owners of a direct or indirect beneficial interest in the transferee shall execute guarantees of the transferee's obligations as provided in Section 16.4. If the transferee is new to the LITTLE CAESARS franchise system, Little Caesar may require the transferee to sign an acknowledgment confirming the transferee's understanding of Little Caesar's rights and policies as to pricing of goods and services sold in the Restaurant;

12.2.5. The transferee (and, if the transferee is other than an individual, such owners of a direct or indirect beneficial interest in the transferee as Little Caesar may request) shall demonstrate to Little Caesar's satisfaction that it meets Little Caesar's educational, managerial, and business standards and possesses a good moral character (if an individual), business reputation, and credit rating; that it has the aptitude, ability, and requisite financial resources and capital to operate the Restaurant, as may be evidenced by prior related business experience or otherwise; and that the terms of the proposed transfer do not ~~place an unreasonable financial or operational burden on the transferee~~, in Little Caesar's sole judgment, make it likely that the transferee would be unable to properly operate, maintain, upgrade and promote the Restaurant and meet all financial obligations to Little Caesar (and its affiliates) and to third parties;

12.2.6. If the proposed transferee is another LITTLE CAESARS franchisee, the transferee must not be in default under any agreement with Little Caesar and/or its affiliates and must have a good record of ~~customer~~guest service and compliance with Little Caesar's operating standards;

12.2.7. The transferee, at its expense, shall within the time specified by Little Caesar, refurbish, remodel, or otherwise change the Restaurant premises to conform to the then-current standards and specifications of the System;

12.2.8. Franchisee (and the transferor, if other than Franchisee) shall remain liable for all of the obligations to Little Caesar in connection with the Restaurant that arose prior to the effective date of the transfer and shall execute any and all instruments requested by Little Caesar to evidence such liability;

12.2.9. At transferee's expense, the transferee and its employees serving in the management positions selected by Little Caesar to attend the pre-opening training program described in Section 5.8, shall successfully complete the pre-opening training program, and transferee shall pay the then-current training fee charged by Little Caesar in those circumstances where Franchisee is required to pay a fee for attendees at the initial training program;

12.2.10. Franchisee (or the transferor, as the case may be) shall pay a transfer fee of Five Thousand Dollars ($5,000) per Restaurant;

12.2.11. The transferor shall provide written evidence that the transferee has the right to remain at the Approved Location for the duration of the then-current term of this Agreement;

12.2.12. Franchisee (or the transferor, if other than Franchisee) shall provide Little Caesar with a copy of the proposed purchase/sale agreement and such other information regarding the terms of the transfer as Little Caesar may request, including, but not limited to, the purchase price and payment terms. Little Caesar shall have the right to review and approve the terms of the sale, including, but not limited to, the purchase price and payment terms;

12.2.13. Any financing (secured or unsecured) obtained by the transferee in connection with the transfer shall be subordinate to any current or future obligations to Little Caesar and its affiliates; and

12.2.14. Unless expressly authorized by Little Caesar in writing, the transferee and its affiliates collectively shall not directly or indirectly own more than one hundred (100) LITTLE CAESARS ~~restaurants~~Restaurants, including the Restaurant being transferred hereunder, and no two LITTLE CAESARS ~~restaurants~~Restaurants owned by the transferee and its affiliates, including the Restaurant being transferred hereunder, shall be more than one hundred (100) miles apart. Franchisee acknowledges that Little Caesar shall have the right to make exceptions to this condition in its sole discretion.

12.3. Prohibited Transfers. Notwithstanding any other provision of this Section 12:

12.3.1. Franchisee shall not transfer its rights under this Agreement until Franchisee has operated the Restaurant for a period of at least six (6) months.

12.3.2. Neither this Agreement, nor any ownership interest in Franchisee, nor assets of Franchisee, nor all or substantially all of the assets of the Restaurant shall be transferred to any Publicly-Traded Entity, as defined below, or to any entity whose direct or indirect parent is a Publicly-Traded Entity. "**Publicly-Traded Entity**" means an entity whose securities trade on any securities exchange or are quoted in any publication or electronic reporting service maintained by the National Association of Securities Dealers, Inc. or its successor.

12.3.3. Neither Franchisee nor any direct or indirect owner of Franchisee shall offer securities of Franchisee in a public offering or, except as provided in Section 12.8, in a private offering. If any direct or indirect owner of Franchisee offers its securities in a public offering or, except as provided in Section 12.8, in a private offering, Little Caesar shall have the right to terminate this Agreement without opportunity to cure in accordance with Section 13.2.4.

12.3.4. It shall be reasonable for Little Caesar to disapprove any proposed transfer if, as a result of the transfer, the beneficial ownership of Franchisee would be, in Little Caesar's business judgment, so widely held by different persons as to materially compromise the financial stake and dedication of those persons in whose individual or collective character, skill, attitude, and business ability Little Caesar relies on in granting a franchise.

12.4. Execution of Covenants by Transferee. Little Caesar shall have the right to require as a further condition pre-requisite to its consent to any transfer of interest pursuant to Section 12.2, that the transferee (and all officers, directors, and direct and indirect owners of the transferee, if the transferee is a corporation or other entity) execute the covenants concerning confidentiality, as set forth in Section 8.5, and non-competition, as set forth in Section 15.7 hereof.

12.5. Little Caesar's Right of First Refusal. ~~If~~ Little Caesar shall have the right of first refusal to be the purchaser in the event of any ~~party holding any~~ proposed transfer of a direct or indirect interest in ~~this~~the Agreement~~, in~~ or Franchisee, ~~or~~ under the same terms and conditions contained in ~~all or substantially all of the assets of the Restaurant desires to accept any *bona fide*~~ the offer ~~from a third party to~~ or purchase ~~such interest,~~and sale document. Franchisee ~~shall notify~~must provide Little Caesar with a

fully-executed copy of ~~such~~any offer ~~at least forty-five (45~~or purchase and sale document (including any exhibits, riders, addenda or other documents referenced therein) for the sale, and Little Caesar shall have sixty (60) days ~~before such transfer is proposed to take place, and shall provide such information and~~ from its receipt of all of the above-referenced documentation ~~relating to the offer as~~to notify Franchisee whether Little Caesar is exercising its right. Little Caesar may ~~require. Little Caesar shall have the right and option, exercisable within forty-five (45) days after receipt of such written notification and any background materials concerning the proposed transfer that Little Caesar requests, to send written notice to the seller that Little Caesar intends to purchase the seller's interest on the same terms and conditions offered by the third party. Little Caesar~~purchase the interest itself or may assign its right of first refusal to ~~someone else~~one or more nominees or assignees either before or after Little Caesar exercises ~~the~~its right. If Little Caesar (or its assignee) elects to purchase the seller's interest, the closing on such purchase shall occur within ~~forty-five (45~~sixty (60) days from the date of notice to the seller of the election to purchase by Little Caesar or its assignee. In addition to accepting the terms of the third party offer, Little Caesar or its assignee shall be entitled to all of the customary representations and warranties given by a seller of assets of a business, including, without limitation, representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and seller's contingent and other liabilities affecting the assets. If Little Caesar or its assignee declines to purchase the seller's interest, Franchisee shall have ninety (90) days from the earlier of (i) receipt of a notice from Little Caesar or its assignee declining to exercise its right of first refusal, or (ii) forty-five (45) days after Little Caesar's receipt of the transferor's written notification of the proposed transfer, to close on the transfer of such interest, subject to Little Caesar's approval pursuant to this Section 12. Failure to effect a transfer with the third party within the ninety (90) day period, or any material change in the terms of the offer prior to closing, shall constitute a new offer subject to the same rights of first refusal by Little Caesar as in the case of the third party's initial offer. Failure of Little Caesar or its assignee to exercise the option afforded by this Section 12.5 shall not constitute a waiver of any requirement in this Section 12 or any other provision of this Agreement with respect to a proposed transfer. In the event the consideration, terms, and/or conditions offered by a third party are such that Little Caesar or its assignee may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Little Caesar or its assignee may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the seller and purchaser cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, an independent appraiser shall be jointly designated, at the purchaser's expense, and the appraiser's determination shall be binding. Little Caesar or its assignee will have thirty (30) days after receipt of the appraiser's determination to decide whether to proceed with the purchase.

12.6. Death or Mental or Physical Incapacity. Upon the death or mental or physical incapacity of Franchisee (if an individual) or of any person with an interest in Franchisee, the executor or administrator of the estate of such person, or the personal representative of such person, shall transfer within six (6) months after such death or declaration of mental or physical incapacity, such person's interest to a third party approved by Little Caesar. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer, except that the transfer fee shall be waived. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries are unable to meet the conditions in Section 12.2 hereof, Little Caesar shall establish a time frame within which the executor, administrator, or trustee of the deceased must dispose of the deceased's interest in Franchisee, which disposition shall be subject to all the terms and conditions for transfers contained herein. If the interest is not disposed within the time frame established by Little Caesar, Little Caesar may terminate this Agreement pursuant to Section 13.2.7 hereof. If the deceased's interest in Franchisee is held in a trust or transferred to a trust by operation of law upon death: (a) the trust instruments shall not be deemed to modify, eliminate, restrict, or diminish any of Little Caesar's rights under this Agreement or any of Franchisee's obligations to Little Caesar (including but not limited to the obligation that all direct and indirect legal and beneficial owners of Franchisee be approved by Little Caesar, and that the Restaurant be overseen by owners of the Franchisee that Little Caesar has approved); and (b) the trustee(s) of the trust shall sign an undertaking for the benefit of Little Caesar in which the trustee(s) acknowledge and agree that: (i) the trustee(s) will not assert any legal defense in their capacity as trustee(s) against the enforceability of this Agreement; (ii) while the trust may own an interest in Franchisee or the Restaurant, the trust itself is not the Franchisee under this Agreement and is not permitted to become the Franchisee; (iii) any future distribution or transfer of legal and/or beneficial ownership of an interest in Franchisee or the

Restaurant pursuant to the trust documents will be subject to the applicable provisions of this Agreement; and (iv) the trust, jointly and severally with Franchisee, will indemnify Little Caesar and its affiliates and hold them harmless from any claim made by any party arising out of or related to the establishment, maintenance, and/or operation of the trust, the contribution of assets to the trust, or the party's claimed interest in the trust.

12.7. Approval of Sale Does Not Constitute Waiver of Rights. Little Caesar's consent to a transfer which is the subject of this Section 12 shall not constitute a waiver of any claims it may have against Franchisee or the transferring party, nor shall it be deemed a waiver of Little Caesar's right to demand exact compliance with any of the terms hereof by any transferee.

12.8. Private Sale of Securities. The issuance or sale of securities of Franchisee or of any direct or indirect owner of Franchisee (including, without limitation, common or preferred stock, bonds, debentures, general or limited partnership interests, or membership units, whether certificated or uncertificated), is subject to all of the conditions and prohibitions set out in Sections 12.2 and 12.3 hereof. For any proposed securities offering approved in principle by Little Caesar, Franchisee shall submit to Little Caesar for its review all materials required by federal or state law for the offering and/or intended to be used in any exempt offering. No such materials shall be submitted to a government agency or to prospective investors unless and until Little Caesar has furnished its written approval. No offering materials shall imply, by use of the Proprietary Marks or otherwise, that Little Caesar is participating as an underwriter, issuer, or offeror of securities of either Franchisee or Little Caesar, or that Little Caesar has approved the offering prospectus or any other aspect of the offering. Any review by Little Caesar of the offering materials or the information included therein shall be conducted solely for Little Caesar's benefit to determine their conformance with Little Caesar's internal policies, and not to benefit or protect any other person. No investor should interpret such review by Little Caesar, nor shall Franchisee or anyone acting on Franchisee's behalf suggest, that Little Caesar's review constitutes an approval, endorsement, acceptance, or adoption of any representation, warranty, covenant, or projection contained in the materials reviewed; and the offering documents shall include legends and statements, in the form and manner specified by Little Caesar, disclaiming Little Caesar's liability for, or involvement in, the transaction described in the offering documents. Should Little Caesar object to any reference to it or its business in such offering literature or prospectus, such literature or prospectus shall not be used unless and until Little Caesar's objections are withdrawn. Franchisee and other participants in the offering must fully indemnify, defend, and hold harmless Little Caesar, its affiliates and their respective directors, officers, employees, shareholders, and agents from any and all losses and expenses (as defined in Section 18.5) that arise directly or indirectly from, as a result of, or in connection with the offering. Franchisee agrees that any such indemnification shall be subject to the same terms and conditions as described in Section 18.5 of this Agreement. For each proposed offering, Franchisee shall pay to Little Caesar a non-refundable fee of Twenty-Five Thousand Dollars ($25,000) at the time Franchisee submits materials for review by Little Caesar and shall pay additional sums to cover Little Caesar's out-of-pocket costs to review the materials when incurred if greater than Twenty-Five Thousand Dollars ($25,000). Franchisee shall give Little Caesar written notice at least forty five (45) business days prior to the date of commencement of any offering or other transaction covered by this Section 12.8. Any such offering shall be subject to Little Caesar's right of first refusal as provided in Section 12.5 hereof.

12.9. Transfer by Franchisee Bankruptcy - Right of First Refusal. If, for any reason, this Agreement is not terminated pursuant to Section 13.1 and this Agreement is assumed or assignment of the same to any person or entity who has made a *bona fide* offer to accept an assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth (a) the name and address of the proposed assignee, and (b) all of the terms and conditions of the proposed assignment and assumption, shall be given to Little Caesar within twenty (20) days after receipt of the proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date that the application is made to a court of competent jurisdiction for authority and approval to enter into the assignment and assumption. Little Caesar shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed assignment and assumption, to accept an assignment of this Agreement to Little Caesar itself, upon the same terms and conditions and for the same consideration, if any, as in the *bona*

fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by the assignee for the assignment of this Agreement.

13. DEFAULT AND TERMINATION

13.1. Termination Upon Occurrence of Insolvency. Franchisee shall be deemed to be in default hereunder, and Little Caesar may terminate all rights granted herein ~~shall automatically terminate without~~ by immediate written notice to Franchisee ~~or~~without an opportunity to cure, if Franchisee is generally not paying its debts as those debts become due, or if Franchisee admits in writing its inability to pay its debts or Franchisee otherwise becomes insolvent or makes a general assignment for the benefit of creditors; or, if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or, if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or, if proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee; or, if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a *supersedeas* bond is filed); or, if Franchisee is dissolved; or, if execution is levied against Franchisee's business or property; or, if the real or personal property of the Restaurant is sold after levy thereupon by any sheriff, marshal, or constable.

13.2. Termination with Notice and Without Right to Cure. Subject to Section 13.6, upon the occurrence of any of the following events, Franchisee shall be deemed to be in default and Little Caesar may terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon receipt of notice by Franchisee:

13.2.1. If Franchisee fails to ~~sign~~acquire a ~~lease~~location approved by Little Caesar for the Restaurant ~~premises,~~within the time-frame provided in Section 1.2 of this Agreement; or ~~otherwise acquire the right~~if Franchisee fails to ~~do business~~begin construction of the Restaurant at the Approved Location~~,~~ within the time~~-~~frame provided in Section 6.7 of this Agreement; or if Franchisee fails to open the Restaurant for business to the public within the time-frame provided in Section 6.7 of this Agreement;

13.2.2. If Franchisee at any time ceases to operate or abandons the Restaurant for a period of three (3) consecutive days, or otherwise forfeits the right to do or transact business in the jurisdiction where the Restaurant is located; provided, however, that if through no fault of Franchisee, the premises are damaged or destroyed, then Franchisee shall have thirty (30) days within which to apply for Little Caesar's approval to relocate or reconstruct the premises, which approval shall not be unreasonably withheld. It shall be reasonable for Little Caesar to withhold approval for any relocation or reconstruction if the Restaurant will not be able to re-open within ninety (90) days of the closing of the previous location;

13.2.3. If Franchisee or any owner, officer, or manager of Franchisee is convicted of, pleads guilty to, or pleads no contest to a felony, a crime involving moral turpitude, or any other crime or offense that Little Caesar believes is likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Little Caesar's interest therein. Once Franchisee or its owner, officer, or manager has been arrested for or formally charged with a serious criminal offense, Little Caesar will have the right: (i) to require that the individual(s) charged be removed from any active role in the Restaurant pending final disposition of the charges; and (ii) if the person(s) charged include Franchisee or a principal owner of Franchisee, to take over operation of the Restaurant and to manage the Restaurant pending final disposition of the charges. If Little Caesar exercises its right in clause (ii), Little Caesar may charge Franchisee a reasonable management fee for its services;

13.2.4. Any transfer occurs of any rights or obligations hereunder, or of any direct or indirect ownership interest in Franchisee, or of the assets of the Restaurant, that does not comply with the terms of Section 12 hereof;

13.2.5. If Franchisee fails to comply with the covenants in Section 15.2 hereof or fails to deliver to Little Caesar executed covenants required under Sections 8.5, 12.4 or 15.8 hereof;

13.2.6. If Franchisee or any personnel of Franchisee bound by Section 8 or a separate confidentiality agreement discloses or divulges the contents of the Manuals or any other Confidential Information;

13.2.7. If an approved transfer of a person's interest is not effected following death or mental or physical incapacity as required by Section 12.6 hereof;

13.2.8. If Franchisee knowingly maintains false books or records, or knowingly submits any false reports to Little Caesar;

13.2.9. If the lease for the Restaurant premises (i) expires without being renewed; (ii) for any reason is terminated; or (iii) is assumed by Little Caesar pursuant to Section 5.10.7 of this Agreement, unless any such event occurs in connection with a previously approved change in the Restaurant location;

13.2.10. If Franchisee receives 3 or more notices of default within any 12-month period, whether the defaults are similar or different and whether or not any of them is cured after notice, or if Franchisee receives 3 or more notices of default for the same default during the term of this Agreement, whether or not cured after notice;

13.2.11. If, within ten (10) days after receipt of written notice from Little Caesar that any required payment is overdue, Franchisee does not make such payment to Little Caesar, Little Caesar's affiliates, or to Franchisee's landlord, suppliers, or creditors, unless, with respect to Franchisee's suppliers or creditors, Franchisee notifies Little Caesar of the existence of a *bona fide* dispute and takes immediate action to resolve it;

13.2.12. If Franchisee or any owner or person authorized to communicate on behalf of Franchisee has made any material misrepresentations in connection with Franchisee's application to Little Caesar for the franchise granted herein or in connection with the operation of Franchisee's Restaurant or Franchisee's performance under this Agreement;

13.2.13. The perpetration by Franchisee of common law fraud against Little Caesar, its affiliates, or any ~~customer~~guest or supplier of Franchisee;

13.2.14. The willful or repeated failure of Franchisee to meet any requirements or specifications established by Little Caesar with respect to product quality, physical property, condition of equipment or materials used, products manufactured, or the Restaurant menu; or the willful and repeated use of products, packaging, promotional materials, or social media that have not been specified or approved by Little Caesar. Notwithstanding Section 13.2.10, Little Caesar may terminate for repeated failures even if Franchisee did not receive written notice of prior failures and/or cured the prior failures;

13.2.15. If Franchisee knowingly underreports Gross Sales on any occasion or if an inspection or audit reveals that any payment(s) due to Little Caesar have been understated in any report to Little Caesar (i) by five percent (5%) or more, or (ii) twice in any one year period;

13.2.16. If Franchisee fails to obtain required insurance coverage, or if required insurance coverage lapses or is cancelled and is not restored or replaced by Franchisee within forty-eight (48) hours after receipt of written notice of default;

13.2.17. If any person required to attend the initial training program under Section 5.8 fails to successfully complete the initial training program;

13.2.18. If Franchisee takes, withholds, misdirects or appropriates for Franchisee's own use any funds withheld from Franchisee's employees' wages for employees' taxes, FICA, insurance or benefits; generally fails to deal fairly and honestly with Franchisee's ~~customers~~guests; or knowingly permits

or, having discovered the facts, fails to take any action against or to discharge any person who has embezzled any funds or property of any ~~customers~~guests, Little Caesar, Franchisee, or others;

13.2.19. If Franchisee refuses to permit Little Caesar to inspect any part of Franchisee's Restaurant~~,~~ or any books, records, and other documents pursuant to Little Caesar's right to do so under this Agreement;

13.2.20. If Franchisee fails to cure any default under this Agreement which Little Caesar believes materially impairs the goodwill associated with the Proprietary Marks or presents a health or safety hazard to Restaurant employees or ~~customers~~guests, following delivery of a written notice to cure at least twenty-four (24) hours in advance thereof;

13.2.21. If any other franchise agreement between Little Caesar or any of its affiliates (regardless of the type of restaurant established by the franchise agreement) and Franchisee or an affiliate of Franchisee is terminated by Little Caesar or its affiliates for a default under the franchise agreement;

13.2.22. If Little Caesar determines, in its reasonable business judgment, that Franchisee has breached a material provision of this Agreement that is not, by its nature, curable or that goes to the essence of the Agreement.

13.3. Termination with Notice and Opportunity to Cure. Except as provided in Sections 13.1 and 13.2 hereof, Franchisee shall have thirty (30) days after its receipt from Little Caesar of a written notice of default within which to remedy any default hereunder and to provide evidence thereof to Little Caesar. If any such default is not cured within such time, or such longer period as applicable law may require, Little Caesar may immediately terminate this Agreement. Franchisee shall be in default hereunder for any failure substantially to comply with any of the requirements imposed by this Agreement, as they may from time to time be supplemented in writing as permitted herein, or to carry out the terms hereof in good faith.

13.4. Cross-Default. Any default by Franchisee under any other agreement between Little Caesar or its affiliates as one party, and Franchisee or any of Franchisee's owners or affiliates as the other party, shall be deemed to be a default of this Agreement, and Little Caesar shall have the right, subject to any applicable provisions for notice and cure set forth in the other agreement, to terminate this Agreement, effective immediately upon notice to Franchisee.

13.5. Cross-Guarantee. In the event Franchisee or any owner of Franchisee now holds or later acquires any interest in a LITTLE CAESARS restaurant other than the Restaurant franchised under this Agreement, Franchisee and its owners shall unconditionally guarantee full performance and discharge by the franchisee of all of the franchisee's obligations under the franchise agreement for such other LITTLE CAESARS restaurant, including without limitation the payment of all royalty fees, advertising fees, additional fees, and other obligations.

13.6. Extension of Cure Period by Operation of Law. Notwithstanding the termination provisions set forth above, in the event that any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this Agreement or the parties hereto limits Little Caesar's rights of termination hereunder or requires longer notice or cure periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice or cure periods or restrictions upon termination required by such laws and regulations. Little Caesar shall not, however, be precluded from contesting the validity, enforceability, or application of such laws or regulations in any action, proceeding, hearing, or dispute relating to this Agreement or the termination thereof.

13.7. Enforcement Costs. In connection with any failure by Franchisee to comply with this Agreement, regardless of whether a notice of default or notice of termination is issued or a legal proceeding is initiated to enforce this Agreement, Franchisee shall reimburse Little Caesar, upon demand, for the costs and expenses incurred by Little Caesar as a result of such failure and Little Caesar's enforcement efforts. Such costs and expenses include, without limitation, travel expenses, costs of investigation and proof of

facts, accountants', attorneys', attorneys' assistants and expert witness fees, court costs, administrative costs for dispute resolution services, mediator or arbitrator fees, and other dispute resolution expenses.

~~13.7.~~13.8. **Cumulative Remedies**. The rights and remedies granted to Little Caesar by this Agreement will not be deemed to prohibit Little Caesar from exercising any other right or remedy provided under this Agreement or permitted by law or equity. Little Caesar's right to terminate this Agreement in accordance with Section 13 shall be deemed to permit Little Caesar to elect remedies other than termination.

14. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and Franchisee shall comply with each of the provisions below.

14.1. Cessation of Restaurant Operations. Franchisee shall immediately cease to operate the Restaurant, and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Little Caesar.

14.2. Cessation of Use of Confidential Information and Proprietary Marks. Franchisee shall immediately and permanently cease to use, in any manner whatsoever: (a) any Confidential Information and methods, procedures, and techniques associated with the System, including any products or ingredients which incorporate trade secrets or Confidential Information; and (b) the Proprietary Marks and all other proprietary marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. At Little Caesar's option, any sign bearing the Little Caesars name will be deemed to be the property of Little Caesar even though Franchisee may have paid a third party to make the sign.

14.3. Cancellation of Assumed Name Registration. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains any of the Proprietary Marks or any derivative thereof, and Franchisee shall furnish Little Caesar with evidence satisfactory to Little Caesar of compliance with this obligation within thirty (30) days after termination or expiration hereof. If Franchisee fails or refuses to do so, Little Caesar may, in Franchisee's name, on Franchisee's behalf, and at Franchisee's expense, execute any and all necessary documents; and Little Caesar is hereby irrevocably appointed by Franchisee as Franchisee's attorney-in-fact to effectuate the foregoing obligation.

14.4. Occupancy of Restaurant Premises; Modification of Premises.

14.4.1. If Franchisee or any affiliate, owner, or officer of Franchisee, or any of their respective family members, leases the Restaurant premises from a landlord who is not affiliated with Franchisee, Franchisee or its affiliate, owner or officer shall, at Little Caesar's request, immediately assign to Little Caesar, effective on the date specified by Little Caesar, Franchisee's or its affiliate's, owner's or officer's interest in the lease for the Restaurant premises. Franchisee must provide a current copy of the lease for Little Caesar's review in determining whether to request assignment of the lease. Franchisee shall also provide any landlord consent requested by Little Caesar. Little Caesar will have the right to further assign the lease, without recourse, to any affiliate or approved franchisee of Little Caesar.

14.4.2. If Franchisee or any affiliate, owner, or officer of Franchisee, or any of their respective family members, owns the Restaurant premises, that owner shall offer to sell or lease the premises to Little Caesar, at Little Caesar's option. Little Caesar will designate a reputable, independent commercial real estate appraiser to determine the fair market purchase price and fair market rental rate for the premises based on comparisons with recent sale and lease transactions for similar buildings in the area. Little Caesar will have thirty (30) days after receipt of the appraiser's determination of the fair market purchase price and fair market rental rate to accept the offer to purchase the premises, accept the offer to lease the premises, or decline both offers. If Little Caesar elects to purchase or lease, the parties will sign Little Caesar's then-current form purchase agreement or then-current form lease, as applicable. In the case of a lease, the initial lease term and the number and length of renewal options must be commercially

reasonable when compared to leases for similar space in buildings in the area. Little Caesar will have the right to assign the purchase agreement or lease, without recourse, to any affiliate or approved franchisee of Little Caesar.

14.4.3. If Little Caesar elects to assume Franchisee's lease or to enter into a purchase agreement or lease for the premises, Franchisee shall promptly vacate the premises, rendering all necessary assistance to Little Caesar to enable it to take prompt possession thereof.

14.4.4. If Little Caesar does not assume Franchisee's lease or enter into a purchase agreement or lease for the Restaurant premises, Franchisee shall make such modifications or alterations to the premises (including but not limited to changing signs, color scheme, configuration, layout, wall tiles and floor tiles) immediately upon termination or expiration hereof as may be necessary to distinguish the appearance of the premises from that of a Little Caesars Restaurant. Franchisee shall make such specific additional changes as Little Caesar may request to dissociate the location from the System (including but not limited to, at Little Caesar's option, the assignment of the Restaurant's telephone number(s) to Little Caesar).

14.5. No Similar Marks. Franchisee agrees not to use any reproduction, counterfeit copy, or colorable imitation of the Proprietary Marks in connection with any other business or the promotion thereof which is likely to cause confusion, mistake, or deception, or which is likely to dilute the rights of Little Caesar or its affiliates in and to the Proprietary Marks. Franchisee further agrees not to use any designation of origin or description or representation which falsely suggests or represents an association or connection with Little Caesar.

14.6. Franchisee Payment of Debts. Franchisee shall promptly pay all sums owing to Little Caesar and its affiliates, which obligation shall give rise to and remain, until paid in full, a lien in favor of Little Caesar and its affiliates against any and all of the personal property, furnishings, equipment, signs, fixtures, and inventory owned by Franchisee and on the Restaurant premises at the time of default.

14.7. Liquidated Damages for Non-Compliance; Payment of Little Caesar's Costs in Securing Compliance. If Franchisee fails to comply promptly with any of its obligations in this Section 14: (a) Franchisee agrees to pay Little Caesar $250 per day for each day that Franchisee is in default, as a reasonable estimate of the damages suffered by Little Caesar; and (b) to prevent further injury, Little Caesar may hire a third party or use its own personnel to de-identify the Restaurant and/or carry out any other obligations of Franchisee on Franchisee's behalf. Franchisee's obligation for liquidated damages shall not affect Little Caesar's right to obtain appropriate injunctive relief and other remedies to enforce this Section 14, its trademark rights under Section 7 above, and the covenants set forth in Sections 8 and 15. In addition to the liquidated damages provided above, Franchisee shall pay to Little Caesar: (a) the amount of expenses reasonably incurred by Little Caesar to perform any obligations that Franchisee has failed to perform (using reasonable hourly rates for Little Caesar personnel, and including (if applicable) travel and lodging expenses); and (b) all damages, costs, and expenses, including without limitation attorneys' fees, incurred by Little Caesar subsequent to the termination or expiration hereof in obtaining injunctive or other relief for the enforcement of any provisions of this Section 14. Little Caesar will have the right to transfer from Franchisee's account by EFT, as provided in Section 3.5, a payment of $10,000 in respect of the liquidated damages and expenses referred to in this Section 14.7. Upon completion of de-identification of the Restaurant to Little Caesar's reasonable satisfaction and payment of the expenses provided for in this section, Little Caesar will refund to Franchisee any unused portion of the $10,000 remaining. If the $10,000 payment is insufficient to satisfy Franchisee's obligations under this section, Franchisee shall pay any balance due within 30 days after presentation of appropriate invoices by Little Caesar.

14.8. Liquidated Damages Upon Termination Due to Franchisee's Default. ~~In the event~~Except as provided in Section 2.5, if this Agreement is terminated prior to the end of its term due to Franchisee's default hereunder, then in addition to the amounts set forth in Section 14.6 and 14.7 above, Franchisee shall promptly pay to Little Caesar a lump sum payment (as damages and not as a penalty) for breaching this Agreement and for Little Caesar's lost future revenue as a result of such breach, in an amount equal to the average monthly royalty fees, advertising fees, and additional fees payable with respect to the

Restaurant under Sections 3.2, 3.3, 3.4 and 9.1 over the twelve (12) month period immediately preceding the date of termination, multiplied by the lesser of thirty-six (36) months or the number of months then remaining in the then-current term of this Agreement. For greater certainty, if a change of ownership occurred with respect to the Restaurant during the preceding 12-month period, the lump sum payment calculation will include the periods before and after the ownership change. If the Restaurant has been open less than twelve (12) months as of the date of termination, the lump sum payment calculation will be the average monthly royalty fees and advertising fees payable by Franchisee for the period the Restaurant was open, multiplied by thirty-six (36) months. Franchisee acknowledges that a precise calculation of the full extent of the damages Little Caesar will incur in the event of termination of this Agreement as a result of Franchisee's default is difficult to determine and that this lump sum payment is reasonable in light of the damages Little Caesar will incur for Franchisee's material default causing the premature termination of this Agreement. This lump sum payment shall be in lieu of any damages for Little Caesar's lost future revenue that Little Caesar may incur as a result of Franchisee's default, but it shall be in addition to all amounts provided above in Sections 14.6 and 14.7 and other costs and expenses to which Little Caesar is entitled under the terms of this Agreement. Franchisee's payment of this lump sum shall not affect Little Caesar's right to recover damages other than lost future revenue and to obtain appropriate injunctive relief and other remedies to enforce this Section 14, its trademark rights under Section 7 above, and the covenants set forth in Sections 8 and 15.

14.9. Franchisee Return of Manuals and Other Materials. Franchisee shall immediately return and delete from electronic devices all materials containing Confidential Information and furnish Little Caesar with the name and address of all past and current Restaurant suppliers together with the amount(s) due, if any. Franchisee also shall return, at Little Caesar's request, all unused products and ingredients which incorporate trade secrets or Confidential Information, and Little Caesar shall refund the purchase price thereof plus shipping charges.

14.10. Little Caesar's Right to Acquire Assets After Termination. Little Caesar shall have the option, to be exercised within ~~thirty (30) days~~a reasonable time after termination of this Agreement, to purchase from Franchisee any or all of the furnishings, equipment, signs, fixtures, or supplies related to the operation of the Restaurant, at the fair market value for use in a restaurant operation, and all inventory at Franchisee's cost (excluding shipping, insurance, and any other ancillary charges). ~~Such thirty (30) day period~~Consistent with Little Caesar's rights hereunder, Franchisee shall not take any action to transfer, dispose of or encumber (or permit the same)any of the Restaurant assets or any agreement affecting the occupancy of the Restaurant. The time to exercise the option will be extended for any period of time in which Franchisee fails to provide a current copy of the Restaurant lease to Little Caesar or otherwise fails to cooperate with Little ~~Caesar with its~~Caesar's evaluation of the possible purchase of the above assets. If the parties cannot agree on the price of any ~~such items~~assets that Little Caesar designates for purchase within fifteen (15) days after ~~the~~Little Caesar's exercise of the option, an independent appraiser shall be jointly designated, and the appraiser's determination shall be final and binding. Little Caesar will have thirty (30) days after receipt of the appraiser's determination to decide whether to proceed with the purchase. If Little Caesar elects to ~~exercise any option to purchase herein provided~~proceed, closing shall take place within fifteen (15) days ~~after the purchase price has been established~~thereafter. Little Caesar shall have the right to set off all amounts due from Franchisee, or due from Franchisee to any creditor, and the cost of the appraisal, if any, against the payment price of such items.

~~**14.11. Little Caesar's Right to Acquire Assets After Business Closure or Failure to Qualify for Renewal**. Notwithstanding Section 14.10, if: (1) Franchisee notifies Little Caesar that Franchisee intends to cease operating at the Approved Location; or (2) Franchisee ceases to conduct business at the Approved Location without notice to Little Caesar; or (3) Franchisee fails to satisfy the conditions in Section 2.2 for renewal of the franchise after giving notice of its intention to renew, Little Caesar may purchase all of the assets related to the operation of the Restaurant, including but not limited to the furnishings, equipment, signs, fixtures, inventory, and supplies, for $5,000 and may acquire the occupancy rights as provided in Sections 14.4.1 through 14.4.3. This right is in addition to Little Caesar's other rights under this Agreement, including its right to terminate under Section 13.2, but in lieu of its right to liquidated damages under Section 14.8. Within 45 days after Little Caesar learns of the cessation of business, Little Caesar will give Franchisee written notice of Little Caesar's intention to acquire the Restaurant assets under this~~

~~Section, and will indicate in the notice whether Little Caesar also intends to acquire the occupancy rights. Little Caesar will have the right to set off any amounts due from Franchisee against the purchase price of the Restaurant assets and, if applicable under Section 14.4.2, the purchase price of the premises. For purposes of this Section, Franchisee will be deemed to have ceased business at the Approved Location if Franchisee ceases to operate for a period of three (3) consecutive days without Little Caesar's prior written consent.~~

~~14.12.~~14.11. **Future Communications**. For three years following the termination or expiration of this Agreement, Franchisee agrees to advise Little Caesar of its current business and residential addresses and telephone numbers.

15. COVENANTS

15.1. Franchisee to Devote Full Time and Best Efforts to Restaurant. Franchisee covenants that during the term hereof, except as otherwise approved in writing by Little Caesar, Franchisee (or if Franchisee is a corporation or other entity, an owner of Franchisee) or an individual designated by Franchisee and approved by Little Caesar shall devote his or her full time and best efforts to on-site management and operation of the Restaurant. Little Caesar will approve the individual designated by Franchisee if Little Caesar determines, after review of all requested background information, that the designated individual is qualified to assume the responsibility to operate and manage the Restaurant. At Little Caesar's option, Little Caesar may require that the individual acquire an equity interest in the ~~Franchised Business~~Restaurant and/or Franchisee.

15.2. Non-Competition During Term of Agreement. Franchisee acknowledges that Franchisee and its owners and personnel will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the operational, sales, promotional, and marketing methods and techniques of Little Caesar and the System, which together constitute Confidential Information under Section 8.3 and trade secrets of Little Caesar. Franchisee covenants that during the term hereof it shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, persons, or legal entity:

15.2.1. Divert or attempt to divert any business or ~~customer~~guest of the Restaurant to any competitor by inducement or otherwise, or do or perform any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System; or

15.2.2. Own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with, a business which is a quick or fast service restaurant engaged in the sale of pizza, ~~pasta, sandwiches,~~ chicken wings, and/or related products.

15.3. Non-Competition After Agreement Ends. Commencing upon the date of: (a) a transfer permitted under Section 12 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); or (d) a final arbitration or court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 15.3, Franchisee and each owner of Franchisee shall not, during the time frame and in the geographic areas described below, without Little Caesar's prior written consent, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a business which is a quick or fast service restaurant engaged in the sale of pizza, ~~pasta, sandwiches,~~ chicken wings, and/or related products. The prohibitions set forth in this Section 15.3 shall apply: (i) for a continuous uninterrupted one (1) year period with respect to the Designated Market Area, as defined by Nielsen, of any Little Caesars restaurant, regardless of concept, and regardless of whether the restaurant is owned by a franchisee of Little Caesar or by Little Caesar or an affiliate; and (ii) for a continuous uninterrupted two (2) year period with respect to the Designated Market Area in which Franchisee's Restaurant was located. Such time periods shall be tolled for any period of time during which Franchisee or any owner of Franchisee is in breach of this Section 15.3 and shall resume only when such person begins or resumes compliance.

15.4. Breach of Covenants ~~Cause~~Causes Irreparable Injury. Franchisee acknowledges that a violation of the terms of this Section 15 would result in irreparable injury to Little Caesar for which no adequate remedy at law may be available. Without limiting Franchisee's obligations in Section 23.9, Franchisee agrees to pay all court costs and attorneys' fees incurred by Little Caesar in recovering damages and/or obtaining injunctive or other equitable or legal relief with respect to any violation of this Section 15.

15.5. Little Caesar's Right to Reduce Scope of Covenants. Franchisee agrees and acknowledges that Little Caesar shall have the right to reduce the scope of any covenant or any portion thereof set forth in Sections 15.2 and 15.3 hereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 21 hereof.

15.6. Covenants Reasonable. Franchisee agrees that the covenants contained in Sections 15.2 and 15.3 above are reasonable with respect to the activities covered, duration, and geographic scope, and that Franchisee shall not raise any issue of the reasonableness of the terms of such covenants in any proceeding to enforce those covenants. Franchisee represents that it and each of its owners possess skills and abilities of a general nature that provide them with other opportunities for employment and, therefore, Little Caesar's enforcement of the non-competition covenant under Section 15.3 will not deprive Franchisee or any of its owners of their personal goodwill or ability to earn a living through alternative means.

15.7. Enforceability of Covenants Not Affected by Franchisee Claims. Franchisee expressly agrees that the existence of any claims it may have against Little Caesar, whether or not arising hereunder, shall not constitute a defense to the enforcement by Little Caesar of the covenants in this Section 15.

15.8. Commitments from Individuals. Franchisee shall obtain signed agreements containing restrictions similar to those set forth in this Section 15 (including restrictions applicable upon the termination of a person's relationship with Franchisee) from the following persons: (1) all officers, directors, and ~~store~~Restaurant supervisors of Franchisee; and (2) all persons and entities from which Little Caesar may require a Guarantee pursuant to Section 16.4 below. Franchisee shall furnish copies of the executed agreements required by this Section to Little Caesar upon request. Little Caesar has the right to approve the form of the agreements required by this Section 15.8, each of which must identify Little Caesar as a third party beneficiary with the independent right to enforce the agreement.

16. FRANCHISEE AS A CORPORATION, PARTNERSHIP OR LLC

16.1. Corporate Franchisee. Except as otherwise approved in writing by Little Caesar, if Franchisee is a corporation, it shall: (i) furnish Little Caesar with copies of its articles and bylaws and such other documents as Little Caesar may request, and any amendments thereto; (ii) confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Restaurant; (iii) maintain stop transfer instructions on its records against the transfer of any equity securities and only issue securities upon the face of which a legend appears, in a form satisfactory to Little Caesar, which references the transfer restrictions imposed by this Agreement; (iv) not issue any voting securities or securities convertible into voting securities other than with Little Caesar's consent and in compliance with all other applicable provisions of Section 12; and (v) maintain a current list of all owners of record and all beneficial owners of Franchisee and furnish the list to Little Caesar upon request.

16.2. Partnership Franchisee. If Franchisee is a partnership it shall: (i) furnish Little Caesar with copies of its partnership agreement and such other documents as Little Caesar may request, and any amendments thereto; and (ii) prepare and furnish to Little Caesar, upon request, a current list of all general and limited partners in Franchisee.

16.3. Limited Liability Company Franchisee. If Franchisee is a limited liability company, it shall: (i) furnish Little Caesar with copies of its articles of organization and operating agreement, as well as such other documents as Little Caesar may request, and any amendments thereto; (ii) prepare and furnish

to Little Caesar, upon request, a current list of all members and managers in Franchisee; and (iii) maintain stop transfer instructions on its records against the transfer of any membership units and, if such units are certificated, ensure that the certificates bear a legend, in a form satisfactory to Little Caesar, which references the transfer restrictions imposed by this Agreement.

16.4. Direct and Indirect Owners to Execute Personal Guarantees. The following individuals and entities shall guarantee Franchisee's performance of each and every provision of this Agreement, by executing a Guarantee in the form attached hereto as **Exhibit A**:

16.4.1. Any individual ~~or~~, entity or trustee that owns any direct or indirect interest in Franchisee.~~—~~ Franchisee represents and warrants that the information contained in the Franchisee Ownership Information Form attached to this Agreement as **Exhibit B** is accurate and complete and agrees that each owner identified therein shall execute a Guarantee.

16.4.2. Any individual that is or becomes the spouse of any natural person required by Section 16.4.1 to execute a Guarantee shall execute the Guarantee jointly and severally with that person. Franchisee or the guarantor shall notify Little Caesar in writing of a new spouse and provide a signed Guarantee and the signed agreements required by Section 15.8 within forty-five (45) days after marriage.

17. TAXES

17.1. Payment of Taxes. Franchisee shall promptly pay to Little Caesar an amount equal to all taxes levied, assessed, or imposed upon, or required to be collected or paid by, Little Caesar by reason of the furnishing of products, services, or trademarks, service marks, or other intangible property by Little Caesar to Franchisee through the sale, license or lease of property or property rights provided by this Agreement (including, but not limited to, unemployment taxes, sales taxes, use taxes, withholding taxes, excise taxes, personal property taxes, intangible property taxes, gross receipt taxes, taxes on royalties, any similar taxes or levies).

17.2. Challenging Tax Assessment. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or applicable law.

18. NATURE OF RELATIONSHIP; INDEMNIFICATION

18.1. Independent Contractor; No Fiduciary Relationship~~. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that~~. Franchisee is an independent contractor~~; and that nothing herein~~ of Little Caesar. Nothing in this Agreement is intended to make ~~either party~~Franchisee or Little Caesar an agent, legal representative, subsidiary, joint venturer, partner, employee, employer, joint employer, enterprise, or servant of or with the other, for any purpose. Franchisee is not authorized to make any contract, agreement, warranty, or representation on Little Caesar's behalf or to incur any debt or other obligation in Little Caesar's name. Little Caesar assumes no liability for and shall not be deemed liable as a result of any such action; nor shall Little Caesar be liable by reason of any act or omission of Franchisee in its conduct of the Restaurant or for any claim or judgment arising therefrom against Franchisee or Little Caesar. This Agreement does not create a fiduciary relationship between Little Caesar and Franchisee..

18.2. Public Notice of Independent Status. ~~**Public Notice of Independent Status.**~~ Franchisee shall conspicuously identify itself and the Restaurant in all dealings with its employees, ~~customers~~guests, contractors, suppliers, public officials, and others, as an independent franchisee of Little Caesar, and shall place such notice of independent ownership in its Restaurant and on all forms, business cards, stationery, payroll records, advertising, signs, and other materials, and in any electronic medium approved under Section 5.26, in such fashion as Little Caesar may specify from time to time in the Manuals or otherwise in writing.

~~**18.3. Independent Contractor**. Franchisee acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Little Caesar's behalf, or to incur any debt or other obligation in Little Caesar's name; and that Little Caesar shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Little Caesar be liable by reason of any act or omission of Franchisee in its conduct of the Restaurant or for any claim or judgment arising therefrom against Franchisee or Little Caesar.~~

~~18.4.~~18.3. **Manufacturer Warranties**. Franchisee acknowledges and agrees that neither Blue Line nor Little Caesar is the manufacturer of most of the items supplied by Blue Line. All claims and actions based on any manufacturer warranty must be made and prosecuted by Franchisee against the applicable manufacturer and/or warrantor at Franchisee's own expense, unless specifically agreed to in writing by Blue Line and Little Caesar. Franchisee acknowledges and agrees that Blue Line and Little Caesar have no responsibility or liability with respect to any warranty from other manufacturers and no obligation to raise or prosecute any claim or action based on a breached warranty on Franchisee's behalf. FRANCHISEE ACKNOWLEDGES AND AGREES THAT LITTLE CAESAR AND BLUE LINE HAVE DISCLAIMED ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THE ITEMS SUPPLIED BY BLUE LINE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND THOSE WARRANTIES ARISING BY LAW, CUSTOM, USAGE, TRADE PRACTICE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. LITTLE CAESAR AND BLUE LINE DO NOT WARRANT THAT ANY ITEM SUPPLIED BY BLUE LINE WILL MEET FRANCHISEE'S EXPECTATIONS OR THAT ANY EQUIPMENT OR SOFTWARE SUPPLIED BY BLUE LINE WILL OPERATE UNINTERRUPTED OR ERROR-FREE. FRANCHISEE ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES BY BLUE LINE WHICH EXTEND TO THE ITEMS AND GOODS SUPPLIED TO FRANCHISEE. TO THE EXTENT PERMITTED BY LAW, FRANCHISEE SPECIFICALLY WAIVES ALL RIGHTS TO MAKE CLAIMS OR ASSERT DEFENSES AGAINST BLUE LINE AND LITTLE CAESAR FOR, AND AGREES THAT BLUE LINE AND LITTLE CAESAR WILL NOT BE LIABLE TO FRANCHISEE FOR, ANY LOSS, DAMAGE, INJURY, DIMINUTION IN VALUE, LIABILITY, EXPENSE, OR COST ARISING OUT OF OR RELATED TO AN ITEM MANUFACTURED OR WARRANTED BY A THIRD PARTY.

~~18.5.~~18.4. **Indemnification**. Franchisee shall indemnify, defend and hold harmless to the fullest extent permitted by law, Little Caesar and its affiliates and their respective directors, officers, employees, shareholders, and agents (collectively "indemnitees") from any and all losses and expenses (as hereinafter defined) incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with (i) Franchisee's construction, maintenance, or operation of the Restaurant, including, but not limited to, claims arising from the maintenance of Restaurant premises, operation of motor vehicles, and the actions or omissions of Franchisee's employees; and (ii) Franchisee's or its owners', managers' or employees' attendance and participation in training, as described in Section 5.8 (collectively "event"), and regardless of whether same resulted from any strict or vicarious liability imposed by law on the indemnitees, provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of indemnitees (except to the extent that joint liability is involved, in which case the indemnification provided herein shall extend to any finding of comparative negligence or contributory negligence attributable to Franchisee). For the purpose of this Section 18.5, the term "losses and expenses" shall be deemed to include compensatory, exemplary, or punitive damages; fines and penalties; attorneys' fees; experts' fees; court costs; costs associated with investigating and defending against claims; settlement amounts; judgments; compensation for damages to Little Caesar's reputation and goodwill; and all other costs associated with any of the foregoing losses and expenses. Franchisee shall give Little Caesar prompt notice of any event of which it is aware for which indemnification may be required by this Section, and, at the expense and risk of Franchisee, Little Caesar may elect to assume (but under no circumstances is obligated to undertake) the defense and/or settlement thereof, provided that Little Caesar will seek the advice and counsel of Franchisee. Any assumption of Little Caesar shall not modify Franchisee's indemnification obligation. Little Caesar may, in its sole judgment, take such actions as it deems necessary and appropriate

to investigate, defend, or settle any event or take other remedial or corrective actions with respect thereof as may be, in Little Caesar's sole judgment, necessary for the protection of the indemnitees or the System.

19. APPROVALS AND WAIVERS

19.1. No Guarantees or Waiver. Little Caesar makes no warranties or guarantees upon which Franchisee may rely~~,~~ and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor. No delay, waiver, omission, or forbearance on the part of Little Caesar to exercise any right, option, duty, or power arising out of any breach or default by Franchisee, or by any other franchisee, of any of the terms, provisions, or covenants thereof, shall constitute a waiver by Little Caesar to enforce any such right, option, or power as against Franchisee, or as to subsequent breach or default by Franchisee. Subsequent acceptance by Little Caesar of any payments due to it hereunder shall not be deemed to be a waiver by Little Caesar of any preceding or succeeding breach by Franchisee of any terms, covenants, or conditions of this Agreement.

19.2. Requests for Waivers, Approvals or Consents. Whenever Franchisee desires Little Caesar's waiver of any obligation in this Agreement and whenever this Agreement requires Franchisee to obtain Little Caesar's written approval or consent, Franchisee must address its written request for the waiver, approval or consent to National Vice President, Franchise Operations (unless Little Caesar specifies another individual or department in writing). The request must specify the provision of this Agreement for which a waiver or consent is sought and the basis of the request.

19.3. Little Caesar's Reasonable Business Judgment. Whenever Little Caesar reserves or is deemed to have reserved discretion in a particular area or where Little Caesar agrees or is deemed to be required to exercise its rights reasonably or in good faith, Little Caesar will satisfy its obligations whenever it exercises Reasonable Business Judgment in making its decision or exercising its rights. A decision or action by Little Caesar will be deemed to be the result of "Reasonable Business Judgment," even if other reasonable or even arguably preferable alternatives are available, if Little Caesar's decision or action is intended, in whole or significant part, to promote or benefit the LITTLE CAESARS System generally, even if the decision or action also promotes a financial or other individual interest of Little Caesar or its affiliates. Examples of items that will promote or benefit the LITTLE CAESARS System include, without limitation, enhancing the value of the Proprietary Marks, improving ~~customer~~guest service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the LITTLE CAESARS System.

19.4. Remedy for Non-Approval. In no event shall Franchisee be entitled to make, nor shall Franchisee make, any claim, and Franchisee hereby waives any claim for money damages, nor shall Franchisee claim any money damages by way of set-off, counterclaim, or defense, based upon any claim or assertion by Franchisee that Little Caesar has unreasonably withheld or unreasonably delayed any consent or approval as required by this Agreement. Franchisee's sole remedy for any such claim shall be an action or proceeding to enforce any such provisions, or for specific performance, or declaratory judgment.

19.5. Atypical Modifications to System. Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Little Caesar specifically reserves the right and privilege as it may deem in the best interests of all concerned in any specific instance, to vary certain standards for one or more LITTLE CAESARS Restaurants, based upon the peculiarities of each Restaurant's ~~customer~~guest base, location, density of population, business potential, population of trade area, existing business practices or any other condition which Little Caesar deems to be of importance to the successful operation of the specific Restaurant. Franchisee shall not be entitled to require Little Caesar to disclose or grant to Franchisee a like or similar variation.

20. NOTICES

All formal notices related to this Agreement must be in writing and delivered in person or sent by certified mail, by national commercial delivery service, or by other written or electronic means which affords the sender reliable evidence of delivery or attempted delivery. For the avoidance of doubt, Little Caesar's delivery of notice to the business email address that Little Caesar has on file for Franchisee will constitute effective notice unless Little Caesar receives a non-delivery message.

Franchisee shall designate the name of an owner of Franchisee to receive notice on behalf of Franchisee.

Changes to the Manuals and/or any written instructions that Little Caesar furnishes to Franchisee relating to operational matters do not require formal notice under this Section and may be given by email, by posting the change in the FPN or other online forum, or by other reasonable notice method. Notices to Little Caesar must be addressed to and sent to the Legal Department at company headquarters.

21. ENTIRE AGREEMENT; MODIFICATIONS

21.1. Entire Agreement. This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Franchisee acknowledges that it is entering into this Agreement, and any ancillary agreement executed contemporaneously herewith, as a result of its own independent investigation of the business franchised hereby and not as a result of any representations made by Little Caesar, persons associated with Little Caesar, or other LITTLE CAESARS franchisees, which are contrary to the terms herein set forth or which are contrary to the terms of the FDD or other similar document required or permitted to be given to Franchisee pursuant to applicable law. Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

21.2. Modification of Agreement Approved by Majority of Franchised Restaurants. Little Caesar has the right to unilaterally modify this Agreement if the modification is approved by a vote or the written consent of a majority of the franchised Restaurants in operation at that time. If a proposed modification is approved by a majority of the franchised Restaurants, Franchisee will be given written notice of the modification and the effective date of the modification. The effective date of the modification will be at least fourteen days after the written notice. Little Caesar's right to modify this Agreement under the provisions of this Section will be in addition to and will not limit or act as a condition on Little Caesar's right to unilaterally modify this Agreement and/or the System as otherwise permitted in this Agreement.

22. SEVERABILITY AND CONSTRUCTION

22.1. Severability and Construction. Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision hereof shall be considered severable; and if, for any reason, any portion, section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions hereof as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereto; and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part hereof.

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

22.3. Survival of Obligations After Expiration of Agreement. Any provision or covenant of this Agreement which by its terms or by reasonable implication is to be performed, in whole or in part, after the expiration or termination of this Agreement shall survive such expiration or termination.

22.4. Captions. The Article and Section headings and captions in this Agreement are for convenience only and shall not affect the construction or interpretation of the terms of this Agreement.

22.5. Affiliate Defined. For purposes of this Agreement, the term "**affiliate**" means any person or legal entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or legal entity.

22.6. Time of the Essence. The parties agree and acknowledge that time is of the essence with regard to Franchisee's obligations under this Agreement.

23. DISPUTE RESOLUTION; LIMITATION ON LEGAL RIGHTS

23.1. Choice of Law. ~~This Agreement takes effect upon its acceptance and execution by Little Caesar in Michigan.~~ This Agreement and the relationship between Franchisee and Little Caesar shall be governed by and interpreted and construed under the laws of the State of Michigan. In the event of any conflict of law question, the laws of Michigan shall prevail, without regard to the application of Michigan conflict-of-law rules. If, however, any provision of this Agreement would not be enforceable under the laws of Michigan, and if the Restaurant is located outside of Michigan and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 23.1 is intended by the parties to subject this Agreement to any franchise or similar law, rule, or regulation of the State of Michigan to which it would not otherwise be subject.

23.2. Venue. Any action brought by Franchisee or any affiliate or owner of Franchisee against Little Caesar or its affiliate shall be brought exclusively, and any action brought by Little Caesar or its affiliate against Franchisee or any affiliate or owner of Franchisee may be brought, in the federal district court covering the location at which Little Caesar has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall (with respect to actions commenced by Franchisee or any affiliate or owner), and may (with respect to actions commenced by Little Caesar or its affiliate), be brought in the state court within the judicial district in which Little Caesar has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Franchisee, its affiliates and owners shall not dispute jurisdiction or venue in any forum established under this Section and shall not attempt to change venue established under this Section based on forum *non conveniens* or any other reason.

23.3. Non-exclusivity of Remedy. No right or remedy conferred upon or reserved to Little Caesar hereby is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy.

23.4. Right to Injunctive Relief. Nothing herein contained shall bar Little Caesar's right to obtain injunctive relief against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

23.5. WAIVER OF TRIAL BY JURY. LITTLE CAESAR AND FRANCHISEE, AND THEIR AFFILIATES AND OWNERS, IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ANY OF THEM AGAINST THE OTHER, WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING.

23.6. LIMITATION OF CLAIMS. ALL CLAIMS ARISING UNDER THIS AGREEMENT OR FROM THE RELATIONSHIP BETWEEN THE PARTIES ARE BARRED UNLESS AN ACTION IS FILED WITHIN ONE (1) YEAR FROM THE DATE THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM (AND TIMELY SERVED ON THE OPPOSING PARTY), OR SUCH SHORTER PERIOD REQUIRED BY ANY APPLICABLE LAW OR STATUTE, EXCEPT FOR CLAIMS RELATING TO THE FINANCIAL OBLIGATIONS OF FRANCHISEE OR FRANCHISEE'S POST-TERM OBLIGATIONS UNDER THIS AGREEMENT.

23.7. WAIVER OF PUNITIVE DAMAGES. EXCEPT AS PROVIDED IN SECTION 18.~~54~~54, LITTLE CAESAR AND FRANCHISEE, AND THEIR AFFILIATES AND OWNERS, WAIVE IN ANY JUDICIAL ACTION, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM OF ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF A DISPUTE BETWEEN THEM, EACH WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY THAT PARTY.

23.8. NO CLASS ACTIONS. NEITHER FRANCHISEE NOR LITTLE CAESAR SHALL SEEK TO LITIGATE AGAINST THE OTHER PARTY TO THIS AGREEMENT OR SUCH PARTY'S AFFILIATES, EITHER AS A REPRESENTATIVE OF, OR ON BEHALF OF, ANY OTHER PERSON, CLASS, OR ENTITY IN ANY DISPUTE, CONTROVERSY, OR CLAIM OF ANY KIND ARISING OUT OF, OR RELATING TO, THIS AGREEMENT, THE RIGHTS AND OBLIGATIONS OF THE PARTIES, THE SALE OF THE FRANCHISE, OR OTHER CLAIMS OR CAUSES OF ACTION RELATING TO THE PERFORMANCE OF EITHER PARTY TO THIS AGREEMENT. NO ACTION OR PROCEEDING UNDER THIS AGREEMENT SHALL ADD AS A PARTY, BY CONSOLIDATION, JOINDER, OR IN ANY OTHER MANNER, ANY PERSON OR PARTY OTHER THAN FRANCHISEE AND LITTLE CAESAR AND ANY PERSON IN PRIVITY WITH, OR CLAIMING THROUGH, IN THE RIGHT OF, OR ON BEHALF OF, FRANCHISEE OR LITTLE CAESAR, UNLESS BOTH FRANCHISEE AND LITTLE CAESAR CONSENT IN WRITING. LITTLE CAESAR HAS THE ABSOLUTE RIGHT TO REFUSE SUCH CONSENT. FRANCHISEE AGREES AND ACKNOWLEDGES THAT ANY JUDICIAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING FROM OR RELATING TO THIS AGREEMENT, THE RELATIONSHIP BETWEEN THE PARTIES, OR ANY AGREEMENT OR RELATIONSHIP BETWEEN FRANCHISEE AND ANY AFFILIATE OF LITTLE CAESAR, INCLUDING, BUT NOT LIMITED TO, BLUE LINE, WILL BE CONSIDERED UNIQUE ON ITS FACTS AND MAY NOT BE BROUGHT AS A CLASS OR GROUP ACTION.

23.9. Costs and Legal Fees. ~~In connection with any failure by Franchisee to comply with this Agreement, regardless of whether there is any legal proceeding to enforce the terms of this Agreement, Franchisee shall reimburse Little Caesar, upon demand, for the costs and expenses incurred by Little Caesar as a result of such failure and Little Caesar's enforcement of the terms of this Agreement, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses.~~ If Franchisee initiates a legal proceeding against Little Caesar, and if Franchisee does not prevail in obtaining the relief Franchisee was seeking in such legal proceedings, then Franchisee shall reimburse Little Caesar for the costs and expenses incurred by Little Caesar as a result of such legal proceedings, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with such legal proceedings. This Section 23.9 shall survive termination of this Agreement.

24. ACKNOWLEDGMENTS AND REPRESENTATIONS

24.1. Recognition of Business Risks. Franchisee and its owners acknowledge that the business venture contemplated hereby involves business risks, which could result in the loss of a significant

portion or all of Franchisee's investment, and that Franchisee's success will be largely dependent upon the ability of Franchisee as an independent business person (or the ability of the owners, if Franchisee is a corporation or other entity). Little Caesar expressly disclaims the making of, and Franchisee and its owners acknowledge that they have not received, any warranty, guarantee, or representation, express or implied, from any employee or agent of Little Caesar, as to the prior, current, or potential sales, income, profits, cash flows, or success of the business venture contemplated by this Agreement or of other restaurants, or of the suitability of the Approved Location of the Restaurant.

24.2. Receipt of Franchise Offering Materials. Franchisee acknowledges that it received a LITTLE CAESARS Franchise Disclosure Document, as required under federal and applicable state franchise disclosure law, at least fourteen (14) calendar days before signing this Agreement or any other binding agreement with respect to the Restaurant or paying any fees to Little Caesar or its affiliates with respect to the Restaurant. In addition, if Little Caesar materially altered the provisions of this Agreement, any attachments relating thereto, or any related agreements attached to the LITTLE CAESARS Franchise Disclosure Document (except as a result of negotiations Franchisee initiated), Franchisee acknowledges that it received a copy of this Agreement or the related agreement at least seven (7) calendar days before signing it.

24.3. Review of Franchise Offering Materials. Franchisee acknowledges that it has read and understands the Franchise Disclosure Document, this Agreement, and the attachments hereto, and that Little Caesar has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

24.4. Uniformity of Agreements. Franchisee acknowledges that it is aware that other franchisees of Little Caesar operate under a number of different forms of franchise agreements that were entered into at different times and for different locations and that, consequently, the obligations and rights of the parties to such other agreements may differ materially in certain instances from Franchisee's rights and obligations under this Agreement.

24.5. No False Statements. Franchisee represents that all information submitted to Little Caesar by Franchisee and its owners, including but not limited to all applications, financial information, the Franchisee Ownership Information Form, and all other documents and information, is true, correct, and complete in all respects and does not omit any material statement or item of fact necessary to make the statements made therein not false or misleading. Franchisee agrees to promptly advise Little Caesar of any material change in the information or statements submitted to Little Caesar. Franchisee acknowledges and understands that Little Caesar has entered into this Agreement in reliance on the statements and information submitted to Little Caesar by Franchisee and its owners, and that any material breach, inaccuracy, or omission is grounds for Little Caesar to terminate this Agreement.

24.6. No Conflicting Agreements. Franchisee represents that neither Franchisee nor any owner of Franchisee is a party to or is otherwise subject to any other agreement, promise, representation, warranty, covenant, court order, settlement agreement, or other legal or equitable obligation that conflicts with this Agreement or prohibits or limits Franchisee or its owners from entering into this Agreement or from fulfilling all of Franchisee's obligations under this Agreement.

24.7. No Other Beneficiaries. Little Caesar is not obligated or liable, as a result of this Agreement, to any person or entity that is not a party to this Agreement. Franchisee understands that Franchisee is not a third party beneficiary of any other franchise agreement between Little Caesar and other franchisees, and that Franchisee has no independent right to enforce the terms of, or require performance under, any other franchise agreement.

24.8. Terrorist and Money Laundering Activities. Franchisee and its owners, officers, directors, members, partners and agents represent and warrant to Little Caesar that: (a) they are not identified by name or alias, pseudonym or nickname, on the lists of "Specially Designated Nationals" or "Blocked Persons" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (text is currently available at www.treas.gov/offices/enforcement/ofac); (b) they are not directly or indirectly owned

or controlled by the government of any country that is subject to a United States embargo; (c) they will not act directly or indirectly on behalf of the government of any country that is subject to a United States embargo; and (d) they are in full compliance with all laws proscribing money laundering and corrupt practices. Further, Franchisee and its owners, officers, directors, members, partners and agents represent and warrant to Little Caesar that they have not violated and agree not to violate any law prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the USA Patriot Act (text currently available at http://www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13244 (text currently at http://www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html), or any similar law. The foregoing constitute continuing representations and warranties, and Franchisee and its owners, officers, directors, members, partners and agents must immediately notify Little Caesar in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

25. AMENDMENT OF PRIOR AGREEMENTS

25.1. California Material Modification for California ~~Stores~~Restaurants Only. If Franchisee (or its affiliates) previously entered into one or more franchise agreements with Little Caesar and/or LC Trademarks, Inc., this Section 25 may include a material modification of those existing franchise agreements. If that is the case, then with respect to each existing franchise agreement for a LITTLE CAESARS Restaurant located in California, Franchisee (or its affiliate) acknowledges having received Little Caesar's Franchise Disclosure Document, which included a copy of this Agreement containing the material modifications, at least five business days before executing this Agreement. If Franchisee notifies Little Caesar in writing within five business days after executing this Agreement that Franchisee (or its affiliate) rescinds this modification of the existing franchise agreement(s) for LITTLE CAESARS Restaurant(s) located in California, this Franchise Agreement will be null and void and Franchisee will not have the right to develop a franchise under this Franchise Agreement.

25.2. Amendment of Prior Agreements. In order to enhance consistency and quality of operation, performance, dispute resolution and other matters, Little Caesar and its affiliates amend their standard Franchise Agreements from time to time. As a result, this Agreement may be different from other Little Caesars franchise agreements that Franchisee or its affiliates may have signed with Little Caesar or its affiliates in the past and may contain revised provisions regarding modifications to the System, fees, manner of payment of fees and late fees, duties of franchisee, protection of trademarks, status and protection of Manuals and Confidential Information, advertising, insurance, accounting and records, transfers, default and termination, obligations on termination, franchisee covenants, taxes, indemnification, obligations to defend, approvals and waivers, notices, construction of agreement and applicable law. To cooperate with Little Caesar and its affiliates in the achievement of these goals and as a condition of the grant of an additional franchise, Franchisee agrees that all of Franchisee's existing franchise agreements with Little Caesar or an affiliate of Little Caesar and all existing franchise agreements between any affiliate of Franchisee and Little Caesar or an affiliate of Little Caesar (including LC Trademarks, Inc.) are amended to match the following provisions of this Agreement (if the existing franchise agreements do not already include these provisions) and, in the event of a conflict between an existing agreement provision and the following provisions in this Agreement, the following provisions of this Agreement shall control: Sections 1.5, 1.6, 1.7, 2.3, 2.4, 3.4, 3.5, 3.7, 5.1 through 5.27, 7.1 through 7.4, 8.1 through 8.5, 9.1 through 9.8, 10.1 through 10.5, 11.1 through 11.5, 12.1 through 12.9, 13.1 through 13.7, 14.1 through 14.12, 15.1 through 15.8, 16.1 through 16.4, 17.1 through 17.2, 18.1 through 18.~~5~~4, 19.1 through 19.5, 20, 21.1 through 21.2, 22.1 through 22.6, 23.1 through 23.9, and 25.1 through 25.2. FRANCHISEE ACKNOWLEDGES AND UNDERSTANDS THAT THIS SECTION 25.2 AMENDS ALL OF FRANCHISEE'S EXISTING FRANCHISE AGREEMENTS WITH LITTLE CAESAR OR ANY AFFILIATE OF LITTLE CAESAR (INCLUDING LC TRADEMARKS, INC.) AND THAT ANY SUCH AMENDMENT WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

[Signature Page Follows]

This Agreement is ~~not~~effective and binding ~~upon Little Caesar until it is executed~~once counter-signed by an authorized officer of Little Caesar~~.~~ (the "Effective Date").

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement on the day and year first above written.

ATTEST:

LITTLE CAESAR ENTERPRISES, INC.

_____

By: _____
Patrick Cunningham
Title: Vice President, US Development

ATTEST:

FRANCHISEE

_____

By: _____

Title: _____

_____

By: _____

Title: _____

Franchise #

Exhibit A
to Franchise Agreement

GUARANTEE

As an inducement to **Little Caesar Enterprises, Inc.** to execute the Franchise Agreement with _____ ("**Franchisee**") dated _____, 20__ (the **"Franchise Agreement"**), the undersigned (the **"Guarantors"**), jointly and severally, agree as follows:

1. Guarantors, jointly and severally, unconditionally guarantee to Little Caesar Enterprises, Inc., Blue Line Foodservice Distribution, Inc. (**"Blue Line"**), and their affiliates, successors and assigns (collectively, **"Little Caesar"**) that all of Franchisee's obligations under the Franchise Agreement and under other agreements or arrangements between Franchisee and Little Caesar (collectively, "**Franchisee Obligations**"), will be punctually paid and performed. Guarantors shall pay or cause to be paid all monies payable by Franchisee to Little Caesar and its affiliated and related entities, including but not limited to all monies payable by Franchisee under the Franchise Agreement, as well as all monies owing at any time by Franchisee to Blue Line, without right of set-off, on the date and in the manner required for payment.

2. Guarantors unconditionally guarantee full performance and discharge by Franchisee of all Franchisee Obligations on the date and times and in the manner required.

3. Guarantors agree to be personally bound by Section 23.9 of the Franchise Agreement and to pay or cause to be paid to Little Caesar all monies payable by Franchisee to Little Caesar pursuant to Section 23.9.

4. Without limiting any of the foregoing, Guarantors agree to be personally bound by the covenants set forth in the Franchise Agreement, including in Sections 5, 7, 8, 11, 12, 14, 15, 18, 23 and 24.

5. Guarantors shall indemnify, defend and hold harmless Little Caesar and its affiliates, and their respective shareholders, directors, employees, and agents, against and from all losses, damages, costs, and expenses, including, but not limited to, attorneys' fees and costs, which Little Caesar and its affiliates may sustain, incur, or become liable for by reason of:

a. Franchisee's failure to perform the Franchisee Obligations or to do and perform any other act, matter, or thing required by the Franchise Agreement; or

b. any action by Little Caesar to obtain performance by Franchisee of any of the Franchisee Obligations.

Guarantors agree that any indemnification pursuant to this paragraph shall be subject to the same terms and conditions as described in Section 18.5 of the Franchise Agreement.

6. Little Caesar shall not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy against Franchisee before proceeding to enforce the obligations of the Guarantors herein set out, and the enforcement of such obligations may take place before, after, or contemporaneously with enforcement of any debt or Franchisee Obligations against Franchisee.

7. Without affecting the Guarantors' obligations under this Guarantee, Little Caesar, without notice to the Guarantors, may extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee. Guarantors waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

8. Guarantors acknowledge and represent that the undersigned Guarantors represent: (a) all of the owners of any interest in Franchisee; and (b) their respective spouses, if applicable

9. All obligations and liabilities of the Guarantors arising from the Franchisee Obligations shall remain in full force and effect until satisfied or discharged by Franchisee or the Guarantors. The death of an individual Guarantor shall not affect the obligations of any other Guarantors, which will continue in full force and effect. The estate of a deceased individual Guarantor shall be bound by this Guarantee as to: (a) defaults and obligations existing hereunder at the time of the Guarantor's death, and (b) performance of Franchisee Obligations while the franchised business is under the direction and control of the Guarantor's executor.

10. The provisions of Section 23 of the Franchise Agreement shall govern the interpretation and enforcement of this Guarantee and the provisions of Section 20 shall apply to any notices related to this Guarantee.

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Franchise Agreement.

GUARANTORS

_____

_____

_____

_____

Acknowledged:

LITTLE CAESAR ENTERPRISES, INC.

By: _____
Patrick Cunningham

Title: Vice President, US Development

Franchise #

Exhibit B to Franchise Agreement

Franchise #_____

Little Caesars

FRANCHISE OWNERSHIP INFORMATION

PLEASE TYPE OR LEGIBLY PRINT ALL INFORMATION

~~*For Office Use Only*~~

The Franchise is (will be) operated by (*mark one*):

- individual(s)
- corporation
- general partnership
- other (*please identify*) _____
- limited partnership
- limited liability company

Name under which franchise does (will do) business:

_____

Organizational ID #: _____

Federal Tax ID #: _____

Business organized under the laws of:_____ (*State/Prov.*)

Please complete the following Table: (*If the franchise is owned by individuals, please write "Individual" under "Title". If any listed owner is a business entity, trust, or retirement plan, you must complete a separate Franchise Ownership Information form for that business entity, trust, or retirement plan.*)

Name of Shareholder/Partner/General and Limited Partners/Members	Title	% of Ownership Interest
1.		%
2.		%
3.		%
4.		%

(*Attach additional pages, if necessary*.)

Names of Franchise Spokespersons: (*must have authority to legally bind the franchise entity*)

Primary Spokesperson _____ Secondary Spokesperson _____

BUSINESS OFFICE INFORMATION

Address: _____
Street Number & Name City/Municipality State/Prov./Zip

Primary Telephone No.: (_____) _____ Secondary Telephone No.: (_____) _____

Fax No.: (_____) _____ Email: _____

By signing below, we confirm that the above information is correct in its entirety. (*All persons listed in the Table must sign*.)

_____ Dated: ___ / ___ / ____ _____ Dated: ___ / ___ / ____
(*Franchise Owner Signature*) (*Franchise Owner Signature*)

IF THIS FORM IS BEING COMPLETED FOR A NEW FRANCHISEE, ATTACH A COPY OF THE ORGANIZATION DOCUMENTS (FOR EXAMPLE, ARTICLES OF INCORPORATION).

_____ Dated: ___ / ___ / ____ _____ Dated: ___ / ___ / ___

(*Franchise Owner Signature*) (*Franchise Owner Signature*)

(*Attach additional pages, if necessary*.)

IF THIS FORM IS BEING COMPLETED FOR A NEW FRANCHISEE, ATTACH A COPY OF THE ORGANIZATION DOCUMENTS (FOR EXAMPLE, ARTICLES OF INCORPORATION).

Exhibit C

To Franchise Agreement

DATA SHEET

SECTION REFERENCE	SUBJECT	
Section 3.1	Initial Fee Amount	~~[~~$~~$~~20,000~~]~~ for all New Restaurants
Section 3.1	Initial Fee Payment Terms	If Franchisee has not paid the Initial Fee in full before signing this Agreement, Franchisee shall pay the balance of the Initial Fee at the time Franchisee signs this Agreement.
Section 20	Franchisee's Address for Notice	

**[THIS FORM DOCUMENT IS ONLY USED IF
WE ARE NOT GRANTING YOU A PROTECTED TERRITORY.
THIS CURRENT FORM DOCUMENT IS SUBJECT TO CHANGE OVER TIME.]**

Franchise #

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISE AGREEMENT ADDENDUM - NO PROTECTED TERRITORY

This Addendum amends the Franchise Agreement with Franchisee #_____ for a Restaurant to be located at _____.

Sections 1.3 (Territorial Protection) and 1.4 (Exclusions from Territory Protection) are deleted and replaced with the following:

> "Notwithstanding anything to the contrary in the Franchise Agreement, Franchisee acknowledges that Franchisee has no Protected Territory. Franchisee further acknowledges that Little Caesar has the right to operate or franchise other units and sales outlets and to grant licenses in, and to, any or all of the Proprietary Marks, and to develop and establish other systems, products or services using the same or similar Proprietary Marks, or any other proprietary names and marks, and to grant licenses or franchises thereto, in each case at such locations and on such terms and conditions as Little Caesar deems acceptable, without providing any rights therein to Franchisee. Franchisee further acknowledges that Little Caesar may use and franchise or license others to use the Proprietary Marks at locations and in ways that compete with Franchisee."

FRANCHISEE

By: _____

Title: _____

By: _____

Title: _____

[THIS FORM DOCUMENT IS ONLY USED IF WE ARE GRANTING YOU A PROTECTED TERRITORY OF ONE-HALF MILE. THIS CURRENT FORM DOCUMENT IS SUBJECT TO CHANGE OVER TIME.]

LITTLE CAESAR ENTERPRISES, INC.

FRANCHISE AGREEMENT ADDENDUM – ½ MILE PROTECTED TERRITORY

This Addendum amends the Franchise Agreement with Franchise #_____ for a Restaurant to be located at _____.

Section 1.3 (Territorial Protection) is deleted and replaced with the following:

> **"Territorial Protection.** During the term of this Agreement, except as otherwise provided in Section 1.4, Little Caesar shall not establish or operate, or franchise others to establish or operate, a business using the Proprietary Marks and System at any location within the geographical area enclosed within a circle which: (a) is drawn around the Approved Location; (b) has the Approved Location at its center; and (c) has a radius of one half *(1/2)* mile (**"Protected Territory**")."

FRANCHISEE

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT B

TERRITORY RESERVATION AGREEMENT

Date: _____

_____
_____
_____
_____

Re: Territory Reservation Agreement

Dear _____:

We are pleased to enter into this Territory Reservation Agreement (the "**Agreement**") with you. As used in this Agreement, "**you**" means the "developer party" identified in the signature block of this Agreement, and "**we**" and "**LCE**" mean Little Caesar Enterprises, Inc.

1. General Description of the Agreement. This Agreement sets out the terms and the conditions under which we will hold a territory open for you (the "**Reserved Territory**"), and under which you will be eligible to apply for the right to establish one or more Little Caesars® restaurants ("**Restaurant(s)**") in the Reserved Territory.

1.1 The Reserved Territory covered by this Agreement is set forth in the data sheet attached to this Agreement as Exhibit A (the "**Data Sheet**").

1.2 If we approve you to establish a new Restaurant as described below, then you and LCE will enter into a franchise agreement for that Restaurant, the form of which will be LCE's then-current form franchise agreement then being offered to new Little Caesars franchisees in the U.S. (this form of franchise agreement is referred to in this Agreement as the "**Franchise Agreement**").

2. The Development Schedule. The schedule for establishing new Restaurants under this Agreement (the "**Development Schedule**") is specified in the Data Sheet. You are not required to develop any Restaurants or to do so according to the Development Schedule. But if, for any reason, you do not meet a deadline specified in the Development Schedule, then we will have the right to terminate this Agreement, in which case you will no longer have the Reserved Territory.

3. Territory Reservation Fee. You must pay LCE a Territory Reservation Fee in the amount and at the time set forth in the Data Sheet. The Territory Reservation Fee is fully earned when paid and non-refundable~~.~~, even if you do not open any Restaurants. The Territory Reservation Fee is in addition to the initial franchise fee and other fees due under each Franchise Agreement.

4. The Term of this Agreement. The term of this Agreement (the "**Term**") starts on the date when both parties have signed below, and ends on the expiration date specified in the Data Sheet or the last Restaurant opening deadline specified in the Development Schedule (whichever is later). When the Term expires, you will no longer have the Reserved Territory. This Agreement (including the Reserved Territory) can be terminated before the end of the Term as provided in other sections.

5. No Rights to Trademark, Trade Names and the System. This Agreement does not give you any right or license to use LCE's trademarks, trade names, or system. Those rights come from the Franchise Agreement only, and they are only for the specific Restaurant identified in each Franchise Agreement.

6. You Must Meet Pre-Opening Qualifications for Each Restaurant. Before establishing a location for a new Restaurant (or taking any other steps, such as signing a lease, obtaining equipment, or otherwise beginning the process of construction), you must first obtain our written approval. We will have the right to require that you meet all of our then-current Pre-Opening Qualification Standards before we approve you to establish a Restaurant at a new location, and before we send you a new Franchise Agreement for that Restaurant. Our current Pre-Opening Qualification Standards are attached as Exhibit B to this Agreement; we reserve the right to modify them periodically. If we decline to approve you to establish a

new Restaurant, you might not be able to meet the Development Schedule deadline, and your rights under this Agreement will be subject to termination as described in this Agreement.

7. Our Promise Concerning the Reserved Territory. During the Term, so long as you satisfy the Development Schedule, LCE will not establish or operate a Restaurant in the Reserved Territory or enter into an agreement with another party to establish or operate a Restaurant in the Reserved Territory, with the following exceptions: (a) we and our affiliates can establish, operate and/or license Non-Traditional Restaurants in the Reserved Territory ("**Non-Traditional Restaurants**" is defined in Section 1.4 of the Franchise Agreement); (b) the protection excludes existing Restaurants within the Reserved Territory ("**Existing Restaurants**") that are under a signed Franchise Agreement, in operation, or in development (that is, construction has started) as of the date of this Agreement; (c) the protection does not apply to the relocation of an Existing Restaurant; and (d) the protection excludes any businesses that LCE and/or its affiliates may own, acquire, establish, operate and/or license or franchise through a chain conversion(s). We may open or franchise to another franchisee a Restaurant at a location abutting the Reserved Territory border, which could lessen your opportunities for a suitable site within the Reserved Territory.

8. Provisions From the Franchise Agreement That Also Apply Here. The following sections of LCE's current form of Franchise Agreement (attached to this Agreement as Exhibit D) are incorporated by reference into this Agreement and also apply to this Agreement (references to "Franchisee" in those provisions will refer to you under this Agreement, and references to the Franchisor in those provisions will refer to LCE under this Agreement):

8.1 Section 8 - Confidential Manuals and Information
8.2 Section 13 - Default and Termination (but also see below)
8.3 Section 14 - Obligations Upon Termination or Expiration
8.4 Section 15 - Covenants
8.5 Section 16 - Franchisee as a Corporation, Partnership or LLC
8.6 Section 17 - Taxes
8.7 Section 18 – Nature of Relationship; Indemnification
8.8 Section 19 - Approvals and Waivers
8.9 Section 20 - Notices (your notice address is listed at the end of this Agreement)
8.10 Section 21 - Entire Agreement; Modifications
8.11 Section 22 - Severability and Construction
8.12 Section 23 - Dispute Resolution; Limitation on Legal Rights **(SECTION 23 OF THE FRANCHISE AGREEMENT STATES THAT YOU ARE WAIVING TRIAL BY JURY, THAT YOU ARE WAIVING THE RIGHT TO SEEK OR COLLECT PUNITIVE DAMAGES, THAT THE VENUE FOR ANY ACTION YOU MAY FILE AGAINST LCE WILL BE IN THE DISTRICT COVERING THE LOCATION AT WHICH LCE HAS ITS PRINCIPAL PLACE OF BUSINESS AT THE TIME THE ACTION IS COMMENCED (CURRENTLY, DETROIT, MICHIGAN), THAT YOU ARE WAIVING PARTICIPATION IN A COMMON, GROUP OR CLASS ACTION AGAINST LCE, AND THAT ALL LEGAL ACTIONS YOU BRING MUST BE BROUGHT WITHIN ONE YEAR FROM THE DATE YOU KNEW OR SHOULD HAVE KNOWN OF THE FACTS CREATING THE CLAIM, ALL AS DESCRIBED IN SECTION 23 OF THE FRANCHISE AGREEMENT.)**
8.13 Section 24 – Acknowledgments and Representations

9. No Transfers. The rights and duties set forth in this Agreement are personal to you. LCE has provided this Territory Reservation Agreement in reliance on the business skill, experience, financial capacity and personal character of the developer party (if the developer party is a business entity, this refers both to the company and its owners); and/or the location(s) of your existing "Little Caesars" restaurants, if any. Accordingly, you understand and agree that: (a) this Territory Reservation Agreement is not transferable by the developer party (including but not limited to sales, assignments, pledges, or other encumbrances); and (b) if you are a business entity, neither you nor any shareholder or owner may transfer, sell, pledge, or otherwise assign (or permit the transfer of) any direct or indirect ownership interest in you.

10. Defaults. If you are in default under this Agreement or if you do not meet the Development Schedule, we will have the right to terminate this Agreement by giving you written notice of termination, which will take effect immediately (unless otherwise required under applicable law). A default includes any violation of the Franchise Agreement provisions cross-referenced in Section 8 above. You will also be in default under this Agreement if any other agreement between you (and/or your affiliates) and LCE (and/or its affiliates) is terminated. Upon your default, or if you do not meet a deadline(s) specified in the Development Schedule, LCE will have the right, in addition to its option to terminate this Agreement, to terminate, modify or reduce the Reserved Territory and the protections afforded under Section 7 above.

11. Entire Agreement. This Agreement, together with its Exhibits and the provisions of the Franchise Agreement that are incorporated by reference in this Agreement, constitute the entire agreement between you and LCE concerning the Reserved Territory and replace all prior agreements and discussions concerning the Reserved Territory. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations made in the Franchise Disclosure Document you received from LCE.

12. Amendments and Waivers. Modifications to this Agreement are not binding on either party unless agreed to in writing by authorized representatives of both parties, except for modifications that this Agreement permits LCE to make unilaterally. Waivers of any provision of this Agreement are not binding unless in writing and signed by an authorized representative of the party granting the waiver.

13. Limitation of Claims. You agree that you will not be entitled to make any claim, and you hereby waive any claim for money damages, including by way of set-off, counterclaim, or defense, based on any claim or assertion by you that LCE has unreasonably withheld or unreasonably delayed any consent or approval required by this Agreement, including but not limited to denying your application for a Restaurant for failure to meet LCE's Financial and Operational Requirements, or other reasons. Your sole remedy for any such claim is an action or proceeding to enforce any such provisions, or for specific performance or declaratory judgment.

14. Indemnity for Activities Under this Agreement. You agree to defend, indemnify and hold LCE, LCE's affiliates, and their respective officers, directors, employees, and agents harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with your activities under this Agreement.

[Signatures to follow]

If you are in agreement with the terms of this letter agreement, then please sign below where indicated, and initial on the bottom of the exhibit pages as indicated, and return it to me. This Agreement will be automatically withdrawn if not signed and returned to LCE within thirty (30) days of the date of this letter.

Thank you.

Sincerely,
Little Caesar Enterprises, Inc.

By: _____

Printed Name: _____

Title: _____

This Agreement is not binding on LCE until executed by an authorized officer

Acknowledged and Agreed:

_____
Developer Party

By: _____

Printed Name: _____
Title: _____
Date: _____

Developer's Address for Notices:

_____
_____
Telephone:_____
Attn:_____

Exhibits:
A – Data Sheet
B – Pre-Opening Qualification Standards
C – Guarantee
D – Current Form of Franchise Agreement

Exhibit A

Data Sheet

I. The Territory Reservation Fee is: ~~$_____,~~$_____ per Restaurant in the Development Schedule, for a total of $_____. The fee is payable as follows: _____. If you comply with the deadline in the Development Schedule for opening each Restaurant, we will credit $_____ of the Territory Reservation Fee to the initial franchise fee for that Restaurant.

II. This Agreement will expire on _____ (the "Expiration Date").

III. Reserved Territory - See attached map (_____). The Reserved Territory does not include the exceptions described in section 7 of this Agreement. When a natural or artificial barrier such as a road or river is used as a border of the Reserved Territory, the border is in the middle of the barrier. For example, if a road is a border, then the Reserved Territory only includes the side of the road towards the interior of the Reserved Territory. Also see section 1(c) of Exhibit B.

IV. Development Schedule

Store Number	Letter of Intent Signed Deadline	Lease Executed Deadline	Restaurant Open and in Operation Deadline
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

- You will receive credit only for new Restaurants above and beyond any existing Little Caesars Restaurants you have in operation or under development in the Reserved Territory as of the date of this Agreement.

- You will not receive credit for Restaurants relocated into the Reserved Territory from a location outside of the Reserved Territory.

- You will not receive credit for any Restaurants acquired from LCE or from another Little Caesars operator.

- Any Restaurant in the Reserved Territory that closes within the time period of the Development Schedule will be subtracted from your cumulative total of new Restaurants if that Restaurant was previously counted toward satisfaction of the number of new Restaurants.

Initialed

LCE	**Developer Party**

Map of Reserved Territory

Exhibit B

LCE's Current
Pre-Opening Qualification Standards

1 Site Selection.

(a) The Developer must select a proposed site for each Restaurant and submit it to LCE for approval using LCE's standard site survey forms or such other forms as LCE may specify. LCE shall have the right to approve or disapprove the proposed site using its own internal standard selection criteria as applied in LCE's sole discretion.

(b) The location, selection, procurement, and development of a site for each Restaurant is solely the Developer's responsibility. The Developer has the right to consult with real estate and other professionals of the Developer's choosing.

(c) LCE's approval of a site and/or a lease does not constitute a representation, warranty, or guarantee, express or implied, by LCE that a Restaurant operated at that site will be profitable or otherwise successful, and/or that a lease for the location is on terms that are favorable or beneficial to the Developer.

2 Signing of Franchise Agreement.

(a) After we have given our approval of any site, and so long as the Developer meets our Financial and Operational Requirements (as described below), we will deliver to the Developer our then-current form of Franchise Agreement for the franchised Restaurant to be operated at the approved site. That form of Franchise Agreement may differ from the form of Franchise Agreement contained in the Franchise Disclosure Document we provided to the Developer before signing this Agreement (including but not limited to new fees and/or higher initial franchise fees, royalty fees, advertising fees and other fees). The Developer must promptly (but at least after observing any applicable franchise disclosure "cooling-off" periods) sign and deliver the Franchise Agreement in accordance with LCE's instructions and pay the initial franchise fee due under the Franchise Agreement.

(b) As used in this Agreement, the term "**Financial and Operational Requirements**" is understood to mean all of the following:

(i) The Developer has been and is fully in compliance with this Agreement and any Franchise Agreement or other agreement between the Developer and its affiliates and LCE and its affiliates;

(ii) The Developer is capable of and continues to conduct its business in the future: (i) in accordance with the terms and conditions of this Agreement; and (ii) in accordance with the provisions of the respective Franchise Agreements;

(iii) The Developer and its principal owners meet LCE's then-applicable financial criteria with respect to the Developer's operation of its Restaurant(s), including but not limited to having complied with the following at all times:

A) timely submission of all reports and payments;

B) cash flow at levels acceptable to LCE;

C) gross sales and food/paper and labor costs at levels acceptable to LCE;

D) minimum marketing expenditures designated by LCE; and

E) other criteria that LCE shall have the right to apply to making its determination; and

(iv) The Developer and its principals satisfy LCE's then applicable operational criteria with respect to the Developer's operation of its Restaurant(s), including but not limited to having complied with the following at all times:

A) full compliance with LCE's operating systems (including the HOT-N-READY® system);

B) good standing with LCE in all respects;

C) business and marketing plans acceptable to LCE (including related to the HOT-N-READY® system);

D) fully participated in the local advertising co-op (if any);

E) full compliance with any applicable requirements as to remodeling, refurbishment, and image requirements at its Restaurants;

F) all of the Developer's Restaurant management is fully trained and certified in the HOT-N-READY® system;

G) all scores on LCE Restaurant reviews must be acceptable to LCE;

H) has not had any health department violations;

I) has demonstrated financial and operational success at its Restaurants(s); and

J) other criteria that LCE shall have the right to apply to making its determination.

(v) The Financial and Operational Requirements also include the requirement that the Developer have, in LCE's sole judgment, adequate resources to pay the entire cost (including working capital) of developing and opening the proposed Restaurant, Restaurant financing (if applicable) acceptable to LCE, and requirements as to the Developer's debt load.

3 Construction of Restaurant. After the Franchise Agreement is signed for a Restaurant, the Developer must obtain the right from the appropriate governmental authorities to use the site as a Restaurant. If the Developer does not diligently commence and pursue the process of obtaining approvals, that failure will void the site approval grant. After obtaining the necessary governmental approvals and approval of the final construction plans for the Restaurant, the Developer must construct the Restaurant in accordance with the terms of the Franchise Agreement for that Restaurant.

Exhibit C
Personal Guarantee

As an inducement to Little Caesar Enterprises, Inc. ("**LCE**") to execute the Territory Reservation Agreement between LCE and _____ ("**Developer**") dated _____ (the "**Agreement**"), the undersigned hereby agree to guarantee each obligation required of Developer under the Agreement, and to defend, indemnify and hold LCE, LCE's affiliates, and their respective officers, directors, employees, and agents harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of investigation, court costs, and arbitration fees and expenses) resulting from, consisting of, or arising out of or in connection with any activities of Developer under the Agreement, any amendment thereto, or any other agreement executed by Developer referred to therein.

The undersigned hereby acknowledge and agree to be individually bound by all of the covenants contained in Section 8 (Confidential Manuals and Information) and Section 15.2 (Non-Competition During Term of Agreement) of the Franchise Agreement that is attached to the Agreement as Exhibit D.

LCE may, without notice to the undersigned, waive, renew, extend, modify, amend or release any indebtedness or obligation of Developer or settle, adjust or compromise any claims that LCE may have against Developer. The undersigned waive all demands and notices of every kind with respect to the enforcement of this Guarantee, including, without limitation, notice of presentment, demand for payment or performance by Developer, any default by Developer or any of the undersigned and any release of any of the undersigned or other security for this Guarantee or the obligations of Developer. LCE may pursue its rights against any of the undersigned without first exhausting its remedies against Developer and without joining any other undersigned hereto and no delay on the part of LCE in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise by LCE of any right or remedy shall preclude the further exercise of such right or remedy.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 23 (Dispute Resolution; Limitation on Legal Rights) of the Franchise Agreement that is attached to the Agreement as Exhibit D (including but not limited to the waiver of jury trial, punitive damages, and the right to bring a claim as part of a class or common action, as well as the requirement that actions be brought within one year after the facts that create the claim). This Guarantee shall be interpreted and construed exclusively under the laws of the State of Michigan and in the event of any conflict of law, the laws of Michigan shall prevail (without regard to, and without giving effect to, the application of Michigan conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

By: _____	**By:** _____	**By:** _____
Printed Name: _____ Address: _____ _____	Printed Name: _____ Address: _____ _____	Printed Name: _____ Address: _____ _____

Exhibit D

Current Form of Franchise Agreement

[copy attached]

EXHIBIT C

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT

~~Franchise #~~

LITTLE CAESAR ENTERPRISES, INC.

RENEWAL ADDENDUM

This Renewal Addendum with an effective date of _____ amends the Franchise Agreement between Little Caesar Enterprises, Inc. a Michigan corporation with its principal place of business at 2125 Woodward Avenue, Detroit, Michigan 48201 ("**Little Caesar**"), and _____ ("**Franchisee**") for a Little Caesars® Restaurant located at _____, Store No. _____ (the "Store").

RECITALS

A. Little Caesar and Franchisee are parties to a franchise agreement for the Store, whose term expired or will expire on _____ ("**Previous Agreement**").

B. Franchisee wishes to renew its franchise relationship with Little Caesar for the Store, and has executed the current Little Caesars franchise agreement ("**Franchise Agreement**"), to which this Renewal Addendum is attached, for that purpose.

C. Franchisee and Little Caesar wish to amend the Franchise Agreement to reflect Franchisee's status as an existing Franchisee renewing an ongoing relationship.

D. Capitalized terms not otherwise defined in this Renewal Addendum shall have the same meaning as in the Franchise Agreement

The parties agree as follows:

1. The following Sections of the Franchise Agreement do not apply to a Little Caesars® restaurant which is already open and operating, and therefore shall have no force or effect: 3.1; 4.1; 4.2; 4.4; 6.6; 6.7; 9.5; and 13.2.1.

2. Section 2.1 of the Franchise Agreement is deleted and replaced with the following:

> 2.1 Term of Agreement. Except as otherwise provided herein, the term of this Agreement (the "Renewal Term") shall be ten (10) years beginning on _____ and ending on _____.

3. Sections 2.2, 2.3 and 2.4 of the Franchise Agreement are deleted and replaced with the following:

> 2.2 Renewal. Franchisee shall have no right to renew this Agreement or the franchise rights granted hereunder.
>
> 2.3 Holdover After Expiration. Franchisee acknowledges that if Little Caesar does not exercise the option to purchase in Section 2.4 below, Franchisee must cease operation at the Approved Location when the Renewal Term expires. If Franchisee continues to

operate at the Approved Location after the Renewal Term expires, Little Caesar, without prejudice to the exercise of any other rights it may have, shall be entitled to liquidated damages in an amount equal to the average monthly royalty fees, advertising fees, and additional fees payable by Franchisee under Sections 3.2, 3.3, 3.4 and 9.1 over the twelve (12) month period immediately preceding the expiration date, multiplied by thirty-six (36) months. Little Caesar will have the right to draft all liquidated damages from Franchisee's bank account, as provided in Section 3.5.

2.4 Little Caesar's Option to Purchase Following Expiration. Upon expiration of the Renewal Term, Little Caesar will have the right, in its sole discretion, to purchase all of the assets related to the operation of the Restaurant, including but not limited to the furnishings, equipment, signs, fixtures, inventory, and supplies, for $5,000 (or such greater amount as may be required by franchise statute or regulation in the state where the Restaurant is located). If Little Caesar exercises the right to purchase the assets, Little Caesar will also have the right to acquire the occupancy rights for the Restaurant as provided in Sections 14.4.1 through 14.4.3. Little Caesar may give Franchisee written notice at any time before the expiration of the Renewal Term of Little Caesar's intention to acquire the Restaurant assets under this Section, and will indicate in the notice whether Little Caesar also intends to acquire the occupancy rights. Unless Franchisee transfers the Restaurant to another LITTLE CAESARS franchisee before the expiration of the Renewal Term in a transaction approved by Little Caesar under Section 12.2, the completion of the purchase by Little Caesar will proceed and Little Caesar will have the right, subject to state law, to set off any amounts due from Franchisee against the purchase price of the Restaurant assets. This Section 2.4 is in addition to Little Caesar's other rights in this Agreement to acquire the Restaurant assets, including but not limited to Section 14.10.

4. Section 5.8 of the Franchise Agreement is deleted and replaced with the following:

5.8 Franchisee Training. If, at any time during the term of the Agreement, Franchisee chooses to send (with Little Caesar's prior consent), additional employees to the training program conducted by Little Caesar, Franchisee shall pay Little Caesar a fee to be determined by Little Caesar, which fee shall not exceed Five Hundred Dollars ($500) for each attendee. Franchisee and such employees of Franchisee as may be designated by Little Caesar also shall attend such additional training programs as Little Caesar may reasonably require from time to time and at any time. Little Caesar shall not charge any fees for those attending required additional training programs, but may charge a fee for optional training. Franchisee shall be responsible for any and all expenses incurred in connection with additional training programs, including the costs of transportation, lodging, meals, and any wages.

~~5. Section 14.11 of the Franchise Agreement is deleted and replaced with the following:~~

~~14.11 Little Caesar's Right to Acquire Assets After Business Closure. Notwithstanding Section 14.10, if: (1) Franchisee notifies Little Caesar that Franchisee intends to cease operating at the Approved Location; or (2) Franchisee ceases to conduct business at the Approved Location without notice to Little Caesar, Little Caesar may purchase all of the assets related to the operation of the Restaurant, including but not limited to the furnishings, equipment, signs, fixtures, inventory, and supplies, for $5,000 and may acquire the occupancy rights as provided in Sections 14.4.1 through 14.4.3. This right is in addition to Little Caesar's other rights under this Agreement, including its right to terminate under Section 13.2, but in lieu of its right to liquidated damages under Section 14.8. Within 45 days after Little Caesar learns of the cessation of business, Little Caesar will give Franchisee written notice of Little Caesar's intention to acquire the Restaurant assets under this Section, and will indicate in the notice whether Little Caesar also intends to acquire the occupancy rights. Little Caesar will have the right to set off any amounts~~

~~due from Franchisee against the purchase price of the Restaurant assets and, if applicable under Section 14.4.2, the purchase price of the premises. For purposes of this Section, Franchisee will be deemed to have ceased business at the Approved Location if Franchisee ceases to operate for a period of three (3) consecutive days without Little Caesar's prior written consent.~~

~~6~~

5. The Franchise Agreement supersedes any provision in the Previous Agreement which by its terms or by reasonable implication would impose an obligation to be performed, in whole or in part, after the expiration of the Previous Agreement, except that any provision of the Previous Agreement which requires Franchisee to pay monies to Little Caesar shall survive until all financial obligations of Franchisee under such provisions have been fulfilled.

~~7~~6.This Renewal Addendum constitutes the entire and complete agreement between Little Caesar and Franchisee concerning the subject matter hereof, and supersedes any and all prior agreements. No amendments, change, or variance form this Renewal Addendum shall be binding on either party unless mutually agreed to in writing signed by both parties.

~~8~~7.This Renewal Addendum is an integral part of the Franchise Agreement. Except as modified or supplemented by this Renewal Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

LITTLE CAESAR ENTERPRISES, INC.

By: _____

Title: _____

Date: _____

FRANCHISEE

~~By: _____~~

By: _____

Title: _____

Date: _____

EXHIBIT D

FOOD TRUCK ADDENDUM AND FOOD TRUCK RENEWAL ADDENDUM

FOOD TRUCK ADDENDUM
TO
LITTLE CAESARS FRANCHISE AGREEMENT

This Addendum (the **"Addendum"**) amends and supplements the LITTLE CAESARS® Franchise Agreement dated _____ (the **"Franchise Agreement"**) between Little Caesar Enterprises, Inc. (**"Little Caesar"**) and _____ (**"Franchisee"**) for Franchise No. _____-_____.

A. Little Caesar and Franchisee have entered into the Franchise Agreement for the purpose of operating a food truck in conjunction with Franchisee's franchised LITTLE CAESARS® restaurants (the **"Food Truck"**).

B. The parties wish to adjust the terms of the Franchise Agreement to reflect that Franchisee will operate a food truck rather than a full-size Little Caesars® Restaurant.

The parties agree as follows:

1. Start of Operations. Article 6 of the Franchise Agreement is deleted and replaced with the following:

> Franchisee will notify Little Caesar when the build-out of the Food Truck is completed and will make the Food Truck available for inspection. Franchisee shall not operate the Food Truck until Little Caesar has given its final approval in writing to begin operating. As used in this Agreement, **"operate"** means to have the Food Truck open for business to offer food and beverages to customers.
>
> All references in the Franchise Agreement to "Opening Date" will be deemed to mean the effective date of Little Caesar's final approval to begin operating the Food Truck. All references in the Franchise Agreement to the "Approved Location" or "premises of the Restaurant" will be deemed to mean the Food Truck (wherever it may then be operating) and the public or private area immediately surrounding the Food Truck. All references in the Franchise Agreement to the "Restaurant" or "Franchised Restaurant" will be deemed to refer to the Food Truck.

2. Area of Operation. Section 1.2 of the Franchise Agreement is deleted and replaced with the following:

> Franchisee may operate the Food Truck only within the _____ Designated Market Area, as defined by The Nielsen Company (the **"Area of Operation"**). Notwithstanding the foregoing, Franchisee may not operate the Food Truck within one (1) mile of any LITTLE CAESARS® restaurant. In addition, Little Caesar may prohibit operation of the Food Truck at any sporting event, fair, festival, concert, or other event based on (a) the potential impact on LITTLE CAESARS® restaurants in the area, or (b) Little Caesar's belief that the venue or type of event is not consistent with Little Caesar's brand image.

3. No Territorial Protection; Right of First Refusal. Section 1.3 of the Franchise Agreement is deleted and replaced with the following:

> The Area of Operation is not an exclusive or protected territory. Franchisee acknowledges that Franchisee is not receiving any exclusive territory or other territorial rights or protections for the Food Truck under this Agreement. However, if a third party requests Little Caesar for the right to operate an additional LITTLE CAESARS® food truck in the Area of Operation, Little Caesar will send Franchisee written notice (the **"Trigger Notice"**) of the proposed food truck, and Franchisee will have until the 30th calendar day after receiving the Trigger Notice (the **"Exercise Deadline"**) to give Little Caesar notice (the **"Exercise Notice"**) that Franchisee will enter into a franchise agreement and amendment to operate the new food truck. At Little Caesar's option, the new franchise agreement and amendment will be on (i) substantially the same terms as the Franchise

Agreement and this Addendum, or (ii) the terms proposed by the third party. If Franchisee declines the opportunity specified in the Trigger Notice, or if Franchisee does not transmit the Exercise Notice by the Exercise Deadline, or if Franchisee transmits the Exercise Notice on time but does not sign a new franchise agreement and amendment within 30 days thereafter for the new food truck, Little Caesar will be free to permit the party named in the Trigger Notice to do so. Franchisee's right of first refusal will continue to apply to any subsequent proposed LITTLE CAESARS® food trucks in the Area of Operation while the Franchise Agreement remains in effect (subject to the receipt of subsequent Trigger Notices).

4. Agreement Term. Section 2.1 of the Franchise Agreement is deleted and replaced with the following:

The term of this Agreement begins on the Effective Date and will expire at 11:59 p.m. on the fifth (5th) anniversary of the Opening Date (i.e., the effective date of Little Caesar's final approval to begin operating the Food Truck).

5. Renewal Term and Renewal Fee. Section 2.2 of the Franchise Agreement is amended by: (a) deleting the introductory phrase and replacing it with the following:

Franchisee may, at its option, renew this franchise for one renewal term of five (5) years, subject to the following prerequisites:

and by: (b) deleting Section 2.2.9 and replacing it with the following:

Franchisee shall have paid Little Caesar a renewal fee of $2,500.

6. Franchise Fee. Section 3.1 of the Franchise Agreement is deleted and replaced with the following:

Franchisee shall pay to Little Caesar an initial franchise fee of $7,500 on the date Franchisee signs this Agreement. The initial franchise fee is fully earned and non-refundable when paid.

7. Duties of Little Caesar. Section 4.2 (Site Selection Assistance) is deleted in its entirety.

8. Duties of Franchisee. Section 5 of the Franchise Agreement is amended as follows:

- Section 5.3.3 is amended to provide that Franchisee must install, at Franchisee's own expense, fixtures, equipment, signs, décor elements, and other items as Little Caesar may direct from time to time for the Food Truck.
- Section 5.~~3.4 is amended to delete the second sentence.~~ 4.2 is deleted in its entirety.
- Section 5.~~4.2~~13 is ~~deleted in its entirety~~amended to delete the next-to-last sentence of the section.
- Section 5.~~20~~19 (Payment Systems) is deleted in its entirety.
- Section 5.21 (Data Security and Breach Notification) is amended by deleting the last sentence of the section.

9. Marketing Fee. Section 9.1 of the Franchise Agreement is deleted and replaced with the following:

Franchisee shall pay to Little Caesar an ongoing weekly marketing fee in an amount equal to the Applicable Percentage of Gross Sales for the preceding Accounting Week. "**Applicable Percentage**" means the greater of 2.5% or one-half of the then-current percentage advertising fee paid to Little Caesar by full-size Little Caesars® Restaurant franchises. Franchisee shall pay the marketing fee in the manner required by Section 3.5. Unless otherwise designated by Little

Caesar, an "**Accounting Week**" begins on Wednesday and ends on the following Tuesday. Little Caesar shall have the right to allocate Franchisee's contributions among (a) the national advertising program administered by Caesar Fund, Inc. or a successor advertising fund (collectively, "CAESAR FUND"), as described in Section 9.2; (b) contributions to an advertising cooperative ("Cooperative"), as described in Section 9.3; and (c) local advertising

10. Conditions. As a condition of Little Caesar's approval of the Food Truck, Franchisee agrees:

a. To obtain any local permits or approvals necessary for the operation of the Food Truck and to provide copies to Little Caesar upon request.

b. To provide to Little Caesar, and to update monthly, a calendar showing all scheduled dates, times and locations of Food Truck operations.

c. To report detailed operating results, including at a minimum:

(1) Weekly Net Sales (Gross Sales less coupon discounts, gift card sales, and sales taxes)
(2) Customer Count
(3) Ticket Average = Net Sales / Customer Count
(4) Product Mix (% of Net Sales)
(5) Total Waste (count of each product wasted for the week)
(6) Period Income Statement, including performance to the Gross Margin ($ and %) and any cost that can be directly attributable to the Food Truck. Franchisee must use the system designated by Little Caesar (currently, ProfitKeeper) to report this information.

d. To transmit the required data weekly via format/protocols that meet Little Caesar's specifications, which will be provided separately by Little Caesar.

e. To obtain any additional insurance coverage which Little Caesar may deem to be appropriate for the operation of a food truck in the Area of Operation.

f. To indemnify, defend and hold harmless Little Caesar and its affiliates and their respective directors, officers, employees, shareholders and agents against all losses and expenses arising from the operation of the Food Truck, in accordance with Franchisee's indemnification obligations in the Franchise Agreement.

g. To promptly report to Little Caesar any malfunctions, operating challenges, employee feedback, and customer feedback relating to the Food Truck. Little Caesar will designate a point of contact for such information.

h. To allow Little Caesar and its designees (such as equipment vendors) to make announced or unannounced visits to the Food Truck at any time (i) to observe, inspect, sample, or work on the Food Truck; (ii) to interview Franchisee's employees and customers concerning the Food Truck's operation and the customer experience; and (iii) to make adjustments and corrections deemed necessary by Little Caesar.

i. To ensure that all uses of the Proprietary Marks and Confidential Information in connection with the Food Truck are in compliance with the requirements of the Franchise Agreement.

11. Obligations upon Termination or Expiration. Sections 14.4.1, 14.4.2, and 14.4.3 of the Franchise Agreement are deleted in their entirety. After expiration or termination of the Franchise Agreement:

a. Franchisee must make such modifications or alterations to the Food Truck (including but not limited to changing signs, color scheme, configuration, and layout) as may be necessary to distinguish the appearance of the Food Truck from that of a LITTLE CAESARS® outlet (except that the provision regarding assignment of the telephone number will apply only if a telephone number has been publicly associated

with the Food Truck). Franchisee shall make such specific additional changes as Little Caesar may request to dissociate the Food Truck from the System.

b. Franchisee may operate the Food Truck only as a non-Little Caesars business, only after complying with the de-branding requirements above, and only if the business does not violate any restrictions on competition set forth in any Franchise Agreement between Little Caesar and Franchisee. Franchisee may not sell or lease the Food Truck to an unaffiliated operator whose business would violate any restrictions on competition set forth in any Franchise Agreement between Little Caesar and Franchisee.

c. At Little Caesar's request, Franchisee must return any materials, equipment or software specific to the Food Truck.

d. Franchisee must fulfill any remaining obligations for payment of fees or expenses or reporting related to the Food Truck.

The obligations in this Paragraph will survive expiration or termination of the Franchise Agreement and this Addendum.

12. No Amendment of Prior Agreements. Notwithstanding Sections 25.1 and 25.2 of the Franchise Agreement, the terms of this Addendum will not be deemed to amend any other franchise agreement with Franchisee, if any.

13. Final Agreement. The Franchise Agreement and this Addendum supersede all previous understandings, correspondence, representations, and negotiations between Franchisee and Little Caesar regarding the Food Truck.

14. Confirmation. Except as expressly amended and supplemented by this Addendum, Little Caesar and Franchisee hereby ratify and confirm the Franchise Agreement.

LITTLE CAESAR ENTERPRISES, INC.

By: _____

Title: _____

Date: _____

FRANCHISEE

~~By:~~ _____

By: _____

Title: _____

Date: _____

Franchise #

LITTLE CAESAR ENTERPRISES, INC.

FOOD TRUCK RENEWAL ADDENDUM

This Food Truck Renewal Addendum with an effective date of _____ amends the Franchise Agreement between Little Caesar Enterprises, Inc. ("**Little Caesar**") and _____ ("**Franchisee**") for the LITTLE CAESARS® food truck operated by Franchisee within the _____ Area of Operation (the "Food Truck").

RECITALS

A. Little Caesar and Franchisee have been parties to a prior Franchise Agreement and Food Truck Addendum for the operation of the Food Truck ("**Previous Agreement**"). The term of the Previous Agreement expired or will expire on _____.

B. Franchisee wishes to renew its franchise relationship with Little Caesar for the Food Truck, and has executed the current Little Caesars franchise agreement ("**Franchise Agreement**"), to which this Food Truck Renewal Addendum is attached, for that purpose.

C. Franchisee and Little Caesar wish to (i) adjust the terms of the Franchise Agreement to reflect the operation of a food truck rather than a full-size Little Caesars® Restaurant; and (ii) reflect Franchisee's status as an existing Franchisee renewing an ongoing relationship.

D. Capitalized terms not otherwise defined in this Food Truck Renewal Addendum shall have the same meaning as in the Franchise Agreement.

The parties agree as follows:

1 All references in the Franchise Agreement to the "Approved Location" or "premises of the Restaurant" will be deemed to mean the Food Truck (wherever it may then be operating) and the public or private area immediately surrounding the Food Truck. All references in the Franchise Agreement to the "Restaurant" or "Franchised Restaurant" will be deemed to refer to the Food Truck.

2. The following Sections of the Franchise Agreement do not apply to a Little Caesars® food truck outlet which is already open and operating, and therefore shall have no force or effect: Section 3.1; 4.1; 4.2; 4.4; 5.10; 5.11; Article 6; 9.5; 13.2.1; and 13.2.9.

3. Area of Operation. Section 1.2 of the Franchise Agreement is deleted and replaced with the following:

> Franchisee may operate the Food Truck only within the _____ Designated Market Area, as defined by The Nielsen Company (the "Area of Operation"). Notwithstanding the foregoing, Franchisee may not operate the Food Truck within one (1) mile of any LITTLE CAESARS® restaurant. In addition, Little Caesar may prohibit operation of the Food Truck at any sporting event, fair, festival, concert, or other event based on (a) the potential impact on LITTLE CAESARS® restaurants in the area, or (b) Little Caesar's belief that the venue or type of event is not consistent with Little Caesar's brand image.

4. No Territorial Protection; Right of First Refusal. Section 1.3 of the Franchise Agreement is deleted and replaced with the following:

> The Area of Operation is not an exclusive or protected territory. Franchisee acknowledges that Franchisee is not receiving any exclusive territory or other territorial rights or protections

for the Food Truck under this Agreement. However, if a third party requests Little Caesar for the right to operate an additional LITTLE CAESARS® food truck in the Area of Operation, Little Caesar will send Franchisee written notice (the "Trigger Notice") of the proposed food truck, and Franchisee will have until the 30th calendar day after receiving the Trigger Notice (the "Exercise Deadline") to give Little Caesar notice (the "Exercise Notice") that Franchisee will enter into a franchise agreement and amendment to operate the new food truck. At Little Caesar's option, the new franchise agreement and amendment will be on (i) substantially the same terms as the Franchise Agreement and this Addendum, or (ii) the terms proposed by the third party. If Franchisee declines the opportunity specified in the Trigger Notice, or if Franchisee does not transmit the Exercise Notice by the Exercise Deadline, or if Franchisee transmits the Exercise Notice on time but does not sign a new franchise agreement and amendment within 30 days thereafter for the new food truck, Little Caesar will be free to permit the party named in the Trigger Notice to do so. Franchisee's right of first refusal will continue to apply to any subsequent proposed LITTLE CAESARS® food trucks in the Area of Operation while the Franchise Agreement remains in effect (subject to the receipt of subsequent Trigger Notices).

5. Section 2.1 of the Franchise Agreement is deleted and replaced with the following:

   2.1 Term of Agreement. The term of this Agreement (the "Renewal Term") shall be five (5) years beginning on _____ and ending on _____.

6. Section 2.2 of the Franchise Agreement is deleted and replaced with the following:

   2.2 Renewal. Franchisee shall have no right to renew this Agreement or the franchise rights granted hereunder.

7. Sections 2.3 and 2.4 of the Franchise Agreement are deleted and replaced with the following:

   2.3 Holdover After Expiration. Franchisee acknowledges that if Little Caesar does not exercise the option to purchase in Section 2.4 below, Franchisee must cease operation of the Food Truck when the Renewal Term expires. If Franchisee continues to operate the Food Truck after the Renewal Term expires, Little Caesar, without prejudice to the exercise of any other rights it may have, shall be entitled to liquidated damages in an amount equal to the average monthly royalty fees, advertising fees, and additional fees payable by Franchisee under Sections 3.2, 3.3, 3.4 and 9.1 over the twelve (12) month period immediately preceding the expiration date, multiplied by thirty-six (36) months. Little Caesar will have the right to draft all liquidated damages from Franchisee's bank account, as provided in Section 3.5.

   2.4 Little Caesar's Option to Purchase Following Expiration. Upon expiration of the Renewal Term, Little Caesar will have the right, in its sole discretion, to purchase all of the assets related to the operation of the Food Truck, including but not limited to the equipment, signs, inventory, and supplies, for $5,000 (or such greater amount as may be required by franchise statute or regulation in the state where the Area of Operation is located). Little Caesar may give Franchisee written notice at any time before the expiration of the Renewal Term of Little Caesar's intention to acquire the Food Truck assets under this Section. Unless Franchisee transfers the Food Truck to another LITTLE CAESARS franchisee before the expiration of the Renewal Term in a transaction approved by Little Caesar under Section 12.2, the completion of the purchase by Little Caesar will proceed and Little Caesar will have the right, subject to state law, to set off any amounts due from Franchisee against the purchase price of the Food Truck assets. This Section 2.4 is in addition to Little Caesar's other rights in this Agreement to acquire the Food Truck assets, including but not limited to Section 14.10.

8. Duties of Franchisee. Section 5 of the Franchise Agreement is amended as follows:

- Section 5.3.3 is amended to provide that Franchisee must install, at Franchisee's own expense, fixtures, equipment, signs, décor elements, and other items as Little Caesar may direct from time to time for the Food Truck.

- ~~Section 5.3.4 is amended to delete the second sentence.~~

- Section 5.4.2 is deleted in its entirety.

- Section 5.8 of the Franchise Agreement is deleted and replaced with the following:

  5.8 Franchisee Training. If, at any time during the term of the Agreement, Franchisee chooses to send (with Little Caesar's prior consent), additional employees to the training program conducted by Little Caesar, Franchisee shall pay Little Caesar a fee to be determined by Little Caesar, which fee shall not exceed Five Hundred Dollars ($500) for each attendee. Franchisee and such employees of Franchisee as may be designated by Little Caesar also shall attend such additional training programs as Little Caesar may reasonably require from time to time and at any time. Little Caesar shall not charge any fees for those attending required additional training programs, but may charge a fee for optional training. Franchisee shall be responsible for any and all expenses incurred in connection with additional training programs, including the costs of transportation, lodging, meals, and any wages.

- Section 5.~~20~~13 is amended to delete the next-to-last sentence of the section.

- Section 5.19 (Payment Systems) is deleted in its entirety.

- Section 5.21 (Data Security and Breach Notification) is amended by deleting the last sentence of the section.

9. Marketing Fee. Section 9.1 of the Franchise Agreement is deleted and replaced with the following:

   Franchisee shall pay to Little Caesar an ongoing weekly marketing fee in an amount equal to the Applicable Percentage of Gross Sales for the preceding Accounting Week. "Applicable Percentage" means the greater of 2.5% or one-half of the then-current percentage advertising fee paid to Little Caesar by full-size Little Caesars® Restaurant franchises. Franchisee shall pay the marketing fee in the manner required by Section 3.5. Unless otherwise designated by Little Caesar, an "Accounting Week" begins on Wednesday and ends on the following Tuesday. Little Caesar shall have the right to allocate Franchisee's contributions among (a) the national advertising program administered by Caesar Fund, Inc. or a successor advertising fund (collectively, "CAESAR FUND"), as described in Section 9.2; (b) contributions to an advertising cooperative ("Cooperative"), as described in Section 9.3; and (c) local advertising

10. Special Conditions. Franchisee agrees:

a. To obtain any local permits or approvals necessary for the operation of the Food Truck and to provide copies to Little Caesar upon request.

b. To provide to Little Caesar, and to update monthly, a calendar showing all scheduled dates, times and locations of Food Truck operations.

c. To report detailed operating results, including at a minimum:

(1) Weekly Net Sales (Gross Sales less coupon discounts, gift card sales, and sales taxes)
(2) Customer Count

(3) Ticket Average = Net Sales / Customer Count
(4) Product Mix (% of Net Sales)
(5) Total Waste (count of each product wasted for the week)
(6) Period Income Statement, including performance to the Gross Margin ($ and %) and any cost that can be directly attributable to the Food Truck. Franchisee must use the system designated by Little Caesar (currently, ProfitKeeper) to report this information.

d. To transmit the required data weekly via format/protocols that meet Little Caesar's specifications, which will be provided separately by Little Caesar.

e. To obtain any additional insurance coverage which Little Caesar may deem to be appropriate for the operation of a food truck in the Area of Operation.

f. To indemnify, defend and hold harmless Little Caesar and its affiliates and their respective directors, officers, employees, shareholders and agents against all losses and expenses arising from the operation of the Food Truck, in accordance with Franchisee's indemnification obligations in the Franchise Agreement.

g. To promptly report to Little Caesar any malfunctions, operating challenges, employee feedback, and customer feedback relating to the Food Truck. Little Caesar will designate a point of contact for such information.

h. To allow Little Caesar and its designees (such as equipment vendors) to make announced or unannounced visits to the Food Truck at any time (i) to observe, inspect, sample, or work on the Food Truck; (ii) to interview Franchisee's employees and customers concerning the Food Truck's operation and the customer experience; and (iii) to make adjustments and corrections deemed necessary by Little Caesar.

i. To ensure that all uses of the Proprietary Marks and Confidential Information in connection with the Food Truck are in compliance with the requirements of the Franchise Agreement.

11. Obligations on Termination or Expiration. Section 14.4 is deleted and replaced with the following:

After expiration or termination of the Franchise Agreement:

a. Franchisee must make such modifications or alterations to the Food Truck (including but not limited to changing signs, color scheme, configuration, and layout) as may be necessary to distinguish the appearance of the Food Truck from that of a LITTLE CAESARS® outlet (except that the provision regarding assignment of the telephone number will apply only if a telephone number has been publicly associated with the Food Truck). Franchisee shall make such specific additional changes as Little Caesar may request to dissociate the Food Truck from the System.

b. Franchisee may operate the Food Truck only as a non-Little Caesars business, only after complying with the de-branding requirements above, and only if the business does not violate any restrictions on competition set forth in any Franchise Agreement between Little Caesar and Franchisee. Franchisee may not sell or lease the Food Truck to an unaffiliated operator whose business would violate any restrictions on competition set forth in any Franchise Agreement between Little Caesar and Franchisee.

c. At Little Caesar's request, Franchisee must return any materials, equipment or software specific to the Food Truck.

d. Franchisee must fulfill any remaining obligations for payment of fees or expenses or reporting related to the Food Truck.

The obligations in this Paragraph will survive expiration or termination of the Franchise Agreement and this Addendum.

~~12. Section 14.11 of the Franchise Agreement is deleted and replaced with the following:~~

~~14.11 Little Caesar's Right to Acquire Assets After Business Closure. Notwithstanding Section 14.10, if: (1) Franchisee notifies Little Caesar that Franchisee intends to cease operating the Food Truck; or (2) Franchisee ceases to operate the Food Truck without notice to Little Caesar, Little Caesar may purchase all of the assets related to the operation of the Food Truck, including but not limited to the equipment, signs, inventory, and supplies, for $5,000. This right is in addition to Little Caesar's other rights under this Agreement, including its right to terminate under Section 13.2, but in lieu of its right to liquidated damages under Section 14.8. Within 45 days after Little Caesar learns of the cessation of business, Little Caesar will give Franchisee written notice of Little Caesar's intention to acquire the Food Truck assets under this Section. Little Caesar will have the right to set off any amounts due from Franchisee against the purchase price of the Food Truck assets. For purposes of this Section, Franchisee will be deemed to have ceased operation of the Food Truck if Franchisee ceases to operate for a period of three (3) consecutive days without Little Caesar's prior written consent.~~

~~13~~ 12. No Amendment of Prior Agreements. Notwithstanding Sections 25.1 and 25.2 of the Franchise Agreement, the terms of this Addendum will not be deemed to amend any other franchise agreement with Franchisee.

~~14~~13. The Franchise Agreement and this Addendum supersede any provision in the Previous Agreement which by its terms or by reasonable implication would impose an obligation to be performed, in whole or in part, after the expiration of the Previous Agreement, except that any provision of the Previous Agreement which requires Franchisee to pay monies to Little Caesar shall survive until all financial obligations of Franchisee under such provisions have been fulfilled.

~~15~~14. This Food Truck Renewal Addendum constitutes the entire agreement between Little Caesar and Franchisee concerning the subject matter hereof, and supersedes any and all prior agreements, negotiations and correspondence concerning the same subject matter. No amendments, change, or variance form this Food Truck Renewal Addendum shall be binding on either party unless mutually agreed to in writing signed by both parties.

16. This Food Truck Renewal Addendum is an integral part of the Franchise Agreement. Except as modified or supplemented by this Food Truck Renewal Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

LITTLE CAESAR ENTERPRISES, INC.

By: _____

Title: _____

Date: _____

FRANCHISEE

~~By: _____~~

~~By: _____~~

Title: _____

Date: _____

EXHIBIT E

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EXHIBIT F

LIST OF FRANCHISEES
AS OF DECEMBER 31, ~~2022~~2023

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

~~Franchise Stores in the USA as of 12/31/2022~~

Fran#	~~Franchi~~	Store Address Line 1	City	State	Zip Code	Key Contact Phone	Key Contact Name
3467-	1	2001 E. 88TH AVENUE, SUITE 102B	ANCHORAGE	AK	99507	(907-) 632--2386	~~Gabby Lujan~~Walter
3467-	2	5437 EAST NORTHERN LIGHTS BLVD, UNIT D	ANCHORAGE	AK	99508	(907-) 632--2386	~~Gabby Lujan~~Walter
3467-	3	500 E BENSON BLVD, STE 101	ANCHORAGE	AK	99503	(907-) 632--2386	~~Gabby Lujan~~Walter
~~0360-~~	1	1032 BOLL WEEVIL CIR	ENTERPRISE	AL	36330	(334-) 301--5775	Jeff Epding
~~0360-~~	3	1550 WESTGATE PKWY, STE 8	DOTHAN	AL	36303	(334-) 301--5775	Jeff Epding
~~0360-~~	4	919 DALEVILLE AVE	DALEVILLE	AL	36322	(334-) 301--5775	Jeff Epding
~~0360-~~	5	2090 S OATES ST	DOTHAN	AL	36301	(334-) 301--5775	Jeff Epding
~~0360-~~	7	100 APPLE AVE STE 1	DOTHAN	AL	36303	(334-) 301--5775	Jeff Epding
~~0369-0015~~		~~5475 B HWY 157 NW~~	~~CULLMAN~~	~~AL~~	~~35055~~	~~662-286-1739~~	~~Wayne Jenkins~~
~~0369-0013~~		~~1415 6TH AVENUE SE~~	~~DECATUR~~	~~AL~~	~~35601~~	~~662-286-1739~~	~~Wayne Jenkins~~
~~0369-~~	5	2215 DANVILLE RD. SW	DECATUR	AL	35601	(662-) 286--1739	~~Wayne~~Adam Jenkins
~~0369-~~	7	1409 WOODWARD AVE.	MUSCLE SHOALS	AL	35661	(662-) 286--1739	~~Wayne~~Adam Jenkins
~~0369-~~	8	2598A SPARKMAN DR.	HUNTSVILLE	AL	35810	(662-) 286--1739	~~Wayne~~Adam Jenkins
~~0369-~~	9	1593--G HUGHES RD	MADISON	AL	35758	(662-) 286--1739	~~Wayne~~Adam Jenkins
~~0369-~~	10	1307 HIGHWAY 31 NORTH	HARTSELLE	AL	35640	(662-) 286--1739	~~Wayne~~Adam Jenkins
~~0369-~~	11	1626 DARBY DRIVE	FLORENCE	AL	35630	(662-) 286--1739	~~Wayne~~Adam Jenkins
~~0369-~~	12	13655 HIGHWAY 43	RUSSELLVILLE	AL	35653	(662-) 286--1739	~~Wayne~~Adam Jenkins
369	13	1415 6TH AVENUE SE	DECATUR	AL	35601	(662) 286-1739	Adam Jenkins
369	15	5475 B HWY 157 NW	CULLMAN	AL	35055	(662) 286-1739	Adam Jenkins
369	16	10878 COUNTY LINE RD	MADISON	AL	35756	(662) 286-1739	Adam Jenkins
~~0551-~~	6	2900 J TRIANA BLVD	HUNTSVILLE	AL	35805	(256-) 783--5750	Kurt Bothwell
~~0551-~~	7	601 GUALT AVENUE SOUTH	FORT PAYNE	AL	35967	(256-) 783--5750	Kurt Bothwell
~~0551-~~	8	586 MICAH WAY	SCOTTSBORO	AL	35769	(256-) 783--5750	Kurt Bothwell
~~0551-~~	9	542 N BRINDLE MOUNTAIN PARKWAY	ARAB	AL	35016	(256-) 783--5750	Kurt Bothwell
~~0551-~~	10	2130 REDSTONE RD SW	HUNTSVILLE	AL	35803	(256-) 783--5750	Kurt Bothwell
~~1087-0006~~		~~7347 US HIGHWAY 431 SOUTH~~	~~ALBERTVILLE~~	~~AL~~	~~35950~~	~~256-441-6943~~	~~Emad Suleiman~~
~~1087-0007~~		~~1494 CHESTNUT BYPASS~~	~~CENTRE~~	~~AL~~	~~35960~~	~~256-441-6943~~	~~Emad Suleiman~~
~~1087-0008~~		~~2040 GUNTER AVE~~	~~GUNTERSVILLE~~	~~AL~~	~~35976~~	~~256-441-6943~~	~~Emad Suleiman~~
1087-	1	2625 W MEIGHAN	GADSDEN	AL	35904	(256-) 441--6943	Emad Suleiman
1087-	3	2044 US HIGHWAY 431 NORTH, STE A	BOAZ	AL	35957	(256-) 441--6943	Emad Suleiman
1087-	4	1740 EAST MEIGHAN AVE	GADSDEN	AL	35903	(256-) 441--6943	Emad Suleiman
1087-	5	3506--A RAINBOW DR.	RAINBOW CITY	AL	35906	(256-) 441--6943	Emad Suleiman

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~
Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").

~~Exhibit F~~
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Franchise Stores in the USA as of 12/31/2023

1087	6	7347 US HIGHWAY 431 SOUTH	ALBERTVILLE	AL	35950	(256) 441-6943	Emad Suleiman
1087	7	1494 CHESTNUT BYPASS	CENTRE	AL	35960	(256) 441-6943	Emad Suleiman
1087	8	2040 GUNTER AVE	GUNTERSVILLE	AL	35976	(256) 441-6943	Emad Suleiman
1087-	9	603 GILBERT FERRY RD SE	ATTALLA	AL	35954	(256-) 441--6943	Emad Suleiman
1171-	2	2--B WEST RIDGE DRIVE	PHENIX CITY	AL	36870	(706-) 442--5522	Michael Osman
1171-	6~~1621~~	1806 STADIUM DR., STE A~~AUBURN~~	PHENIX CITY~~AL~~	~~36~~	36867	(706-) 442--5522	Michael Osman

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~
Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1204~~11~~	~~180~~	100-0 HIGHWAY 31 SOUTH~~PHENIX CITY~~	ATHENS		AL	35611	~~706-442-5522~~(810) 241-	~~Michael Osman~~Phil
1321~~11~~	1	~~3214 20TH~~1485 ANDREWS AVE.	OZARK~~VALLEY~~		AL	36360	~~706-442-5522~~(334) 790-	Steve
1321~~1~~	~~100~~	1021 S. BRUNDIDGE STREET~~ATHENS~~	TROY		AL	36081	~~810-241-5993~~(334) 790-	Steve
1321-~~0~~	3	~~1485 ANDREWS~~347 S. EUFAULA AVE~~.~~, STE	EUFAULA~~OZARK~~		AL	36027	(334-) 790--5176	Steve Underwood
1438~~1~~	2~~1~~	413 WEST BYPASS~~TROY~~	ANDALUSIA		AL	36420	(334-~~790-5176~~) 343-	Lori Enzor~~Steve~~
1559~~1~~	1	~~347~~636 S. ~~EUFAULA AVE~~MEMORIAL DR.	PRATTVILLE~~EUFAULA~~		AL	36067	~~334-790-5176~~(706) 442-	Tony Moyer~~Steve~~
1559~~1~~	3~~4~~	3621 HIGHWAY 14~~ANDALUSIA~~	MILLBROOK		AL	36054	~~334-343-1947~~(706) 442-	Tony Moyer~~Lori Enzor~~
1559-~~0~~	~~636~~	~~PRATTVILLE~~1515 2ND AVENUE, STE C-1	OPELIKA		AL	36801	(706-) 442--7935	Tony Moyer
1559-~~0~~	7~~3~~	3004 MCGEHEE ROAD~~MILLBROOK~~	MONTGOMERY		AL	36111	(706-) 442--7935	Tony Moyer
1559-~~0~~	8~~3~~	5853 ATLANTA HWY	MONTGOMERY		AL	36117	(706-) 442--7935	Tony Moyer
1559-~~0~~	~~151~~	4021 ATLANTA HWY~~OPELIKA~~	MONTGOMERY		AL	36109	(706-) 442--7935	Tony Moyer
1559-~~0~~	10~~5~~	1621 SOUTH COLLEGE	AUBURN		AL	36832	(706-) 442--7935	Tony Moyer
1559-~~0~~	11~~4~~	3214 20TH AVE. STE D~~MONTGOMERY~~	VALLEY		AL	36854	(706-) 442--7935	Tony Moyer
1700-~~0~~	1	27080 US HWY 98, STE 3	DAPHNE		AL	36526	(225-) 205--4239	~~Willie (Chip)~~Monica
1836-~~0~~	1	325 N CRAFT STREET STE C	CHICKASAW		AL	36611	(257-) 656--0445	Jim Barton
1836-~~0~~	2	113--B SOUTH GREENO RD	FAIRHOPE		AL	36532	(257-) 656--0445	Jim Barton
3081~~3~~	1~~2~~	12 GILMER AVE.~~COLUMBIANA~~	TALLASSEE		AL	36078	~~904-860-1355~~(706) 888-	Anthony Coates~~Petra~~
3385~~3~~	1~~1~~	2003 US HIGHWAY 31~~TALLASSEE~~	DEATSVILLE		AL	36022	~~706-888-1067~~(334) 558-	Paula Holley~~Anthony~~
3412~~31~~	~~535~~	439 FIELDSTOWN ROAD~~HAMILTON~~	GARDENDALE		AL	35071	~~662-871-5012~~(304) 541-	James White~~Jason~~
3412~~3~~	48	~~2003 US~~6662 HIGHWAY ~~31~~75	~~DEATSVILLE~~PINSON		AL	~~36022~~	~~334-558-5242~~(304) 541-	James White~~Paula~~
3412-~~0~~	49~~1~~	672 CLANTON MARKETPLACE~~GENEVA~~	CLANTON~~AL~~	AL~~36340~~		35045	(304-) 541--6377	James White
3412-~~0~~	50~~7~~	420 PELHAM AVE~~JASPER~~	JACKSONVILLE~~AL~~	AL~~35501~~		36265	(304-) 541--6377	James White
3412-~~0~~	~~760~~	565 FIRST STREET SW~~BESSEMER~~	ALABASTER~~AL~~	AL~~35022~~		35007	(304-) 541--6377	James White
3412-~~0~~	52~~5~~	4608-E AVENUE W~~TUSCALOOSA~~	BIRMINGHAM~~AL~~	AL~~35405~~		35208	(304-) 541--6377	James White
3412-~~0~~	~~247~~	7630 FIRST AVENUE NORTH~~WINFIELD~~	BIRMINGHAM~~AL~~	~~35594~~AL		35206	(304-) 541--6377	James White
3412-~~0~~	54~~2~~	215 FOREST ROAD, STE 101~~TARRANT~~	HUEYTOWN~~AL~~	AL~~35217~~		35023	(304-) 541--6377	James White
3412-~~0~~	~~666~~	~~PINSON~~3305 LORNA ROAD, STE 1	HOOVER~~AL~~	~~35126~~AL		35216	(304-) 541--6377	James White
3412-~~0~~	56~~6~~	550 15TH ST E~~CLANTON~~	TUSCALOOSA~~AL~~	AL~~35045~~		35401	(304-) 541--6377	James White
3412-~~0~~	57~~4~~	406 W. VALLEY AVENUE, STE	HOMEWOOD~~AL~~	AL~~36265~~		35209	(304-) 541--6377	James White
3412-~~0~~	58~~5~~	420 BRYAN ROAD, STE C~~ALABASTER~~	SUMITON~~AL~~	AL~~35007~~		35148	(304-) 541--6377	James White
3412-~~0~~	~~460~~	1421 FORESTDALE BLVD., STE 101	BIRMINGHAM		AL	35214	(304-) 541--6377	James White
3412-~~0~~	~~215~~	724 EAST BATTLE STREET~~HUEYTOWN~~	TALLADEGA~~AL~~	AL~~35023~~		35160	(304-) 541--6377	James White
3412-~~0~~	61~~7~~	1410 QUINTARD AVE.~~TALLADEGA~~	ANNISTON~~AL~~	~~35160~~AL		36201	(304-) 541--6377	James White
3412-~~0~~	63~~1~~	4730 HIGHWAY 17~~ANNISTON~~	HELENA~~AL~~	~~36201~~AL		35080	(304-) 541--6377	James White

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~
~~EXHIBIT F~~

Franchise Stores in the USA as of 12/31/2023

3412	~~1672~~	1189 CENTER POINT PKWY~~CHELSEA~~	BIRMINGHAM	AL	35215	(304-) 541--6377	James White
3412	65~~4~~	305 2ND AVENUE NW~~HELENA~~	CULLMAN	AL	35055	(304-) 541--6377	James White
3412	66~~1~~	313 CANE CREEK RD~~BIRMINGHAM~~	WARRIOR	AL	35180	(304-) 541--6377	James White
3412	68~~3~~	1330 EAST HIGHLAND AVE~~CULLMAN~~	SELMA	AL	36703	(304-) 541--6377	James White
3412	70~~3~~	1309 W FORT WILLIAMS ST~~WARRIOR~~	SYLACAUGA	AL	35150	(304-) 541--6377	James White
3412	71~~1~~	709 HIGHWAY 78 E~~SYLACAUGA~~	JASPER	AL	35501	(304-) 541--6377	James White
3412	72	8901 WEAVER AVENUE, STE 101	LEEDS	AL	35094	(304-) 541--6377	James White
3412	77	410 2ND AVENUE EAST, STE E	ONEONTA	AL	35121	(304-) 541--6377	James White
3412	~~2886~~	~~WOODSTOCK~~760 ACADEMY DR., STE 114	BESSEMER	AL	35022	(304-) 541--6377	James White
3412	80	~~811~~28869 HIGHWAY ~~31~~5	~~CALERA~~WOODSTOCK	AL	~~35040~~	(304-) 541--6377	James White
3412	85~~2~~	5980 OLD GREENSBORO RD~~ALEXANDER~~	TUSCALOOSA	AL	35405	(304-) 541--6377	James White
3412	86	~~605 N MARTIN ST~~2471 US HIGHWAY 43	~~PELL CITY~~WINFIELD	AL	~~35125~~	(304-) 541--6377	James White
3412	87	~~5408~~8111 HIGHWAY ~~280 SOUTH SUITE B~~31	CALERA~~BIRMINGHAM~~	AL	~~35242~~	(304-) 541--6377	James White
3412	88~~9~~	2975 HIGHWAY 280~~MOBILE~~	ALEXANDER CITY	AL	35010	(304-) 541--6377	James White
3412	89	~~6300 GRELOT RD.~~605 N MARTIN ST SUITE	PELL CITY~~MOBILE~~	AL	~~36609~~	(304-) 541--6377	James White
3412	90~~2~~	5408 HIGHWAY 280 SOUTH SUITE	BIRMINGHAM	AL	35242	(304-) 541--6377	James White
3412	~~5440~~	2060 PINSON VALLEY PKWY~~MOBILE~~	TARRANT	AL	35217	(304-) 541--6377	James White
3412	~~7885~~	1029 US HIGHWAY 80 W~~SEMMES~~	DEMOPOLIS	AL	36732	(304-) 541--6377	James White
3412	~~1937~~	9948 AIRPORT BLVD.~~CITRONELLE~~	MOBILE	AL	36608	(304-) 541--6377	James White
3412	100	~~8696 COTTAGE HILL~~6300 GRELOT RD. SUITE	MOBILE	AL	~~36695~~	(304-) 541--6377	James White
3412	101~~2~~	2308 AIRPORT BLVD	MOBILE	AL	36606	(304-) 541--6377	James White
3412	102~~3~~	5440 HIGHWAY 90 W, STE D~~SARALAND~~	MOBILE~~AL~~	AL~~36571~~	36619	(304-) 541--6377	James White
3412	~~613~~	~~FOLEY~~7885 MOFFETT RD, STE 134	SEMMES~~AL~~	~~36535~~AL	36575	(304-) 541--6377	James White
3412	~~2148~~	~~ROBERTSDALE~~19375 THIRD STREET NORTH,	CITRONELLE~~AL~~	~~36567~~AL	36522	(304-) 541--6377	James White
3412	105~~8~~	8696 COTTAGE HILL RD.~~ATMORE~~	MOBILE~~AL~~	AL~~36502~~	36695	(304-) 541--6377	James White
3412	106~~5~~	2852 DAUPHIN ISLAND PKWY~~THEODORE~~	MOBILE~~AL~~	AL~~36582~~	36605	(304-) 541--6377	James White
3412	107~~1~~	324 NORTH HWY 43 SUITE C~~SELMA~~	SARALAND~~AL~~	AL~~36703~~	36571	(304-) 541--6377	James White
3412	109	~~1029 US~~21480 HIGHWAY ~~80 W~~59	~~DEMOPOLIS~~ROBERTSDAL	AL	~~36732~~	(304-) 541--6377	James White
3412	~~2430~~	813 N MAIN ST~~BIRMINGHAM~~	ATMORE~~AL~~	AL~~35215~~	36502	(304-) 541--6377	James White
3412	111~~4~~	5891 HIGHWAY 90~~GARDENDALE~~	THEODORE~~AL~~	AL~~35071~~	36582	(304-) 541--6377	James White
3412	115~~7~~	1541 W MAGNOLIA AVE~~BIRMINGHAM~~	GENEVA~~AL~~	AL~~35206~~	36340	(304-) 541--6377	James White
3412	~~3305~~	2430 OLD SPRINGVILLE RD, STE	BIRMINGHAM~~AL~~	AL~~35216~~	35215	(304-) 541--6377	James White
3739	1~~55~~	5426 US HIGHWAY 280~~TUSCALOOSA~~	~~AL~~HARPERSVILLE	AL~~35401~~	~~304-54~~	(256) 558-1811~~James~~	Jeetendra Ahuja
3835	1~~40~~	21195 AL 25~~HOMEWOOD~~	COLUMBIANA~~AL~~	AL~~35209~~	35051	(704) 421-4447~~James~~	Ali Nasher

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~
Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

~~3412-0~~	~~420~~	4600 CAMP ROBINSON RD~~SUMITON~~	N LITTLE ROCK~~AL~~	AR~~3514~~	72118	~~James White~~(501) 366-	Michael Fritz
286~~34~~	2	~~1421 FORESTDALE~~7127 JFK BLVD~~.~~	NORTH LITTLE	~~AL~~AR	72116	~~304 541 6377~~(501) 366-	Michael Fritz~~James~~
~~0245-0~~	3~~2~~	8500 GEYER SPRINGS RD~~JONESBORO~~	LITTLE ROCK	AR	72209	~~870-219-9112~~(501) 366-	Michael
~~0245-0~~	4~~1~~	1317 TP WHITE DRIVE~~WEST MEMPHIS~~	JACKSONVILLE	AR	72076	~~870-219-9112~~(501) 366-	Michael
~~0286-0~~	6~~4~~	812 MILITARY PARKWAY~~N LITTLE ROCK~~	BENTON	AR	72015	(501-) 366--4797	Michael Fritz
~~0286-0~~	~~712~~	~~NORTH LITTLE ROCK~~2670 PRINCE STREET,	CONWAY	AR	72034	(501-) 366--4797	Michael Fritz
~~0286-0~~	10~~8~~	2300 WEST 28TH STREET~~LITTLE ROCK~~	PINE BLUFF	AR	71603	(501-) 366--4797	Michael Fritz
~~0286-0~~	11~~1~~	2412 RACE STREET~~JACKSONVILLE~~	SEARCY	AR	72143	(501-) 366--4797	Michael Fritz
~~0286-0~~	14~~8~~	303 S SECOND ST~~BENTON~~	CABOT	AR	72023	(501-) 366--4797	Michael Fritz
~~0286-0~~	~~267~~	15410 ARCH ST SUITE A~~CONWAY~~	LITTLE ROCK	AR	72206	(501-) 366--4797	Michael Fritz
~~0286-0~~	18~~2~~	7410 CANTRELL RD~~PINE BLUFF~~	LITTLE ROCK	AR	72207	(501-) 366--4797	Michael Fritz
~~0286-0~~	19~~2~~	501 N ARKANSAS AVE~~SEARCY~~	RUSSELLVILLE	AR	72801	(501-) 366--4797	Michael Fritz
~~0286-0~~	20~~3~~	2202 N REYNOLDS RD~~CABOT~~	BRYANT	AR	72022	(501-) 366--4797	Michael Fritz
~~0286-0~~	23~~1~~	127 AUDUBON DR~~LITTLE ROCK~~	MAUMELLE	AR	72113	(501-) 366--4797	Michael Fritz
~~0286-0~~	~~750~~	3412-A S UNIVERSITY AVENUE	LITTLE ROCK	AR	72204	(501-) 366--4797	Michael Fritz
~~0286-0~~	25~~5~~	4105 E. BROADWAY~~RUSSELLVILLE~~	NORTH LITTLE ROCK	AR	72117	(501-) 366--4797	Michael Fritz
~~0286-0~~	26~~2~~	2235 E OAK ST~~BRYANT~~	CONWAY	AR	72032	(501-) 366--4797	Michael Fritz
~~0286-0~~	27~~1~~	3115 EAST KIEHL~~MAUMELLE~~	SHERWOOD	AR	72120	(501-) 366--4797	Michael Fritz
~~0286-0~~	28~~3~~	5801 DOLLARWAY, STE B~~LITTLE ROCK~~	PINE BLUFF	AR	71602	(501-) 366--4797	Michael Fritz
~~0286-0~~	**26**~~4~~	1731 WEST KINGS HIGHWAY~~NORTH~~	PARAGOULD	AR	72450	~~501 366 4797~~(901) 461-	Marty
~~0286-0~~	**27**~~3~~	1027 E MAIN ST~~SHERWOOD~~	BLYTHEVILLE	AR	72315	~~501-366-4797~~(901) 461-	Marty
~~0286-0~~	~~580~~	2227 S CARAWAY~~PINE BLUFF~~	JONESBORO~~AR~~	AR~~7160~~	72401	(901) 461-	Marty Mathews
~~0286-0~~	**32**~~2~~	105 DOVER ROAD~~CONWAY~~	WEST MEMPHIS~~AR~~	AR~~7203~~	~~501-36~~	(901) 461-	Marty Mathews
~~0479-0~~	2	~~1731 WEST KINGS~~814 HIGHWAY 62	~~PARAGOULD~~HARRISON	AR	~~72450~~	~~901-461-1831~~(870) 416-	Erik Eby~~Marty~~
1362~~04~~	6~~1~~	1000 N. GREENWOOD AVE~~BLYTHEVILLE~~	~~AR~~FT. SMITH	AR~~7231~~	~~901-46~~	(713) 817-5649~~Marty~~	Mike Knobelock
1362~~06~~	~~814~~	4901 TOWSON AVE~~HARRISON~~	FORT SMITH~~AR~~	~~72601~~AR	72901	(713) 817-5649~~Erik~~	Mike Knobelock
1494~~1~~	5	~~100~~2600 N. ~~GREENWOOD~~WEST AVE	~~FT. SMITH~~EL DORADO	AR	~~72901~~	~~713-817-5649~~(832) 217-	irfaan lalani~~Mike~~
1555~~1~~	3~~4~~	206 SW 14TH STREET~~FORT SMITH~~	BENTONVILLE~~AR~~	AR~~7290~~	72712	(417) 291-1756~~Mike~~	Julie Yandell
1840~~1~~	1	~~2600 N. WEST AVE~~315 N BOWMAN RD,	LITTLE ROCK~~EL DORADO~~	AR	72211	~~832-217-6598~~(501) 690-	Eric
1840~~1~~	2~~2~~	10402 STAGECOACH RD, STE	LITTLE ROCK~~AR~~	AR~~7271~~	72210	~~Linda Logan~~(501) 690-	Eric McDuffie
1840-~~0~~	3~~3~~	1311 ALBERT PIKE, STE C	HOT SPRINGS	AR	71913	(501-) 690--1697	Eric McDuffie
1840-~~0~~	4	~~315~~109 N ~~BOWMAN RD~~HERVEY ST	HOPE~~LITTLE ROCK~~	AR	71801	(501-) 690--1697	Eric McDuffie
1840-~~0~~	~~104~~	3340 A CENTRAL AVE~~LITTLE ROCK~~	HOT SPRINGS~~AR~~	AR~~7221~~	71913	(501-) 690--1697	Eric McDuffie
1840-~~0~~	~~131~~	2708 PINE ST., STE B~~HOT SPRINGS~~	ARKADELPHIA~~AR~~	AR~~7191~~	71923	(501-) 690--1697	Eric McDuffie

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3390	1	~~109 N HERVEY~~209 E 22ND ST	~~HOPE~~STUTTGART	AR	~~71801~~	~~501-690-1697~~(870) 674-	Bradley Rodgers~~Eric~~
3390	~~270~~	1900 DEWITT HENRY DR~~ARKADELPHIA~~	BEEBE	AR	72012	~~501-690-1697~~(870) 674-	Bradley Rodgers~~Eric~~
3657	~~209~~	950 EAST HIGHWAY 62~~STUTTGART~~	MOUNTAIN HOME	AR	72653	(870-~~674-4676~~) 424-	Debbie
3678	1~~1~~	200 PROGRESS AVE SUITE 200~~BEEBE~~	SILOAM SPRINGS	AR	72761	~~870-674-4676~~(501) 690-	Eric
3678	2~~9~~	1345 E HENRI DE TONTI, STE D~~MOUNTAIN~~	SPRINGDALE	AR	72762	~~870-424-3477~~(501) 690-	~~Greg Breen~~Eric
3678	3	~~200 PROGRESS~~2682 WEST SUNSET AVE-	~~SILOAM~~	AR	~~72761~~	(501-) 690--1697	Eric McDuffie
3678	4	~~2682~~931 WEST ~~SUNSET AVE~~WALNUT ST	ROGERS~~SPRINGDALE~~	AR	72756	(501-) 690--1697	Eric McDuffie
3678	~~931~~	2211 FAYETTEVILLE RD~~ROGERS~~	VAN BUREN	AR	72956	(501-) 690--1697	Eric McDuffie
83~~36~~	21~~2~~	347 E SOUTHERN AVE, #109~~VAN BUREN~~	~~AR~~MESA	AZ~~72956~~	~~501-69~~	(480) 460-7861~~Eric~~	Ed & Lynne Nazari
~~0083~~	25	~~347 E SOUTHERN~~401 N ARIZONA AVE~~, #109~~	~~MESA~~CHANDLER	AZ	~~85210~~	(480-) 460--7861	Ed & Lynne Nazari
1220	~~401~~	2105 W. HIGHWAY 60~~CHANDLER~~	GLOBE	AZ	85501	~~480-460-7861~~(928) 812-	Michael Cook~~Ed &~~
1220	2~~2~~	485 E WHITE MOUNTAIN BLVD~~GLOBE~~	PINETOP	AZ	85935	(928-) 812--2951	Michael Cook
1220	3	1651 E. DEUCE OF CLUBS~~485 E WHITE~~	SHOW LOW~~PINETOP~~	AZ	85901	(928-) 812--2951	Michael Cook
1327	1~~1~~	25410 S ARIZONA AVE #178~~SHOW LOW~~	SUN LAKES	AZ	85248	~~928-812-2951~~(480) 242-	Bruce
1327	5~~2~~	2028 N. TREKELL~~SUN LAKES~~	CASA GRANDE	AZ	85222	(480-) 242--6096	Bruce Sapiro
1327	8~~2~~	295 S. ARIZONA BLVD~~CASA GRANDE~~	COOLIDGE	AZ	85128	(480-) 242--6096	Bruce Sapiro
1327	10~~2~~	21152 E RITTENHOUSE RD, STE	QUEEN CREEK	AZ	85142	(480-) 242--6096	Bruce Sapiro
1327	~~211~~	2128 EAST FLORENCE BLVD~~QUEEN CREEK~~	CASA GRANDE	AZ	85122	(480-) 242--6096	Bruce Sapiro
1485	2~~2~~	730 E BROWN~~CASA GRANDE~~	MESA	AZ	~~85122~~	~~480-242-6096~~(602) 405-	Gregg Adams~~Bruce~~
1485	3	~~730~~2754 E ~~BROWN~~MCKELLIPS, #104	MESA	AZ	85213	(602-) 405--4005	~~Gregory~~Gregg Adams
1485	~~275~~	1151 W UNIVERSITY DR	MESA	AZ	85201	(602-) 405--4005	~~Gregory~~Gregg Adams
1515	**12**	~~1151 W UNIVERSITY~~4935 S VAL VISTA DR	GILBERT~~MESA~~	AZ	85298	~~602-405-4005~~(480) 363-	Herve
1754	~~35~~	841 S. MAIN ST.~~SAN TAN VALLEY~~	COTTONWOOD	AZ	86326	~~480-363-8893~~(801) 520-	Stephen Rose~~Herve~~
1754	2~~7~~	MAIN STREET AND HWY 160~~APACHE~~	TUBA CITY	AZ	86045	~~480-363-8893~~(801) 520-	Stephen Rose~~Herve~~
1754	~~107~~	90 EAST 3RD STREET, STE F~~MESA~~	DOUGLAS	AZ	85607	~~480-363-8893~~(801) 520-	Stephen Rose~~Herve~~
1754	4~~4~~	1547 HIGHWAY 70~~GILBERT~~	SAFFORD	AZ	85546	~~480-363-8893~~(801) 520-	Stephen Rose~~Herve~~
1754	6~~6~~	995 WEST 4TH STREET~~GILBERT~~	BENSON	AZ	85602	~~480-363-8893~~(801) 520-	Stephen Rose~~Herve~~
1754	~~297~~	1673 W STATE ROUTE 260~~CHANDLER~~	CAMP VERDE	AZ	86322	~~480-363-8893~~(801) 520-	Stephen Rose~~Herve~~
1754	8	~~18471~~7840 E ~~QUEEN CREEK RD~~HIGHWAY	PRESCOTT VALLEY~~QUEEN~~	AZ	86314	~~480-363-8893~~(801) 520-	Stephen Rose~~Herve~~
1754	~~173~~	1046 WILLOW CREEK RD., STE 117~~SAN~~	PRESCOTT~~AZ~~	AZ~~85143~~	86301	~~Herve Ouellette~~(801)	Stephen Rose
3154	17~~3~~	55 S. HIGHWAY 92, SUITE C~~PHOENIX~~	SIERRA VISTA~~AZ~~	AZ~~85048~~	85635	~~E Paul Koury~~(951) 609-	Sean Varvello
3154	~~988~~	491 W MARIPOSA RD.~~TEMPE~~	NOGALES~~AZ~~	AZ~~85284~~	85621	~~E Paul Koury~~(951) 609-	Sean Varvello
3154	19~~8~~	1500 E CEDAR #76~~COTTONWOOD~~	FLAGSTAFF~~AZ~~	AZ~~86326~~	86004	(951) 609-	Sean Varvello
3154	20	2080 S MILTON RD., STE 300~~TUBA CITY~~	FLAGSTAFF~~AZ~~	AZ~~86045~~	86001	(951) 609-	Sean Varvello

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3182~~1~~	~~90~~	2110 W SOUTHERN AVE~~DOUGLAS~~	MESA	AZ	85202	~~801-520-4090~~(480) 703-	Tyler Keller~~Stephen~~
3182~~1~~	2~~1~~	439 S ELLSWORTH RD, STE 105~~SAFFORD~~	MESA	AZ	85208	~~801-520-4090~~(480) 703-	Tyler Keller~~Stephen~~
3233~~1~~	1~~9~~	1110 W FRONTAGE RD~~BENSON~~	RIO RICO	AZ	85648	~~801-520-4090~~(480) 231-	Brent
3292~~1~~	1~~1~~	64 N HARRISON RD, STE 110~~CAMP VERDE~~	TUCSON	AZ	85748	~~801-520-4090~~(602) 361-	Christine
3292~~1~~	~~784~~	15883 N ORACLE RD~~PRESCOTT VALLEY~~	CATALINA	AZ	85739	~~801-520-4090~~(602) 361-	Christine
3292~~1~~	3	~~1046 WILLOW CREEK~~911 S LINDSAY RD~~.~~, STE	GILBERT~~PRESCOTT~~	AZ	85296	~~801-520-4090~~(602) 361-	Christine
3292~~3~~	4~~1~~	3107 SOUTH GILBERT ROAD, STE	GILBERT	AZ	85296	~~951-609-5500~~(602) 361-	Christine
3292~~3~~	5	~~2080~~437 S~~ MILTON~~. GILBERT RD~~.~~., STE 12	MESA~~FLAGSTAFF~~	AZ	85204	~~951-609-5500~~(602) 361-	Christine
3292~~3~~	6	2820 S ALMA SCHOOL RD~~55 S. HIGHWAY~~	CHANDLER~~SIERRA VISTA~~	AZ	85286	~~951-609-5500~~(602) 361-	Christine
3292~~3~~	7~~4~~	3961 E. CHANDLER BLVD., STE 101~~NOGALES~~	PHOENIX	AZ	85048	~~951-609-5500~~(602) 361-	Christine
3292~~3~~	8	~~439 S ELLSWORTH RD~~9880 S RURAL ROAD,	TEMPE~~MESA~~	AZ	85284	~~480-703-9389~~(602) 361-	Christine
3352~~3~~	7	~~2110~~915 W ~~SOUTHERN AVE~~BEALE ST	KINGMAN~~MESA~~	AZ	~~85202~~	~~480-703-9389~~(208) 535-	Tony
3352~~3~~	9~~1~~	101 ARIZONA ST~~RIO RICO~~	BISBEE	AZ	85603	~~480-231-4184~~(208) 535-	Tony
3365~~3~~	~~437~~	305 NAVAJO BLVD~~MESA~~	HOLBROOK	AZ	86025	~~602-361-6190~~(928) 535-	EDWARD
3365~~3~~	~~911~~	638 N MAIN ST,STE A~~GILBERT~~	TAYLOR	AZ	85939	~~602-361-6190~~(928) 535-	EDWARD
3395~~3~~	~~310~~	~~GILBERT~~3730 WEST HAPPY VALLEY RD, STE	GLENDALE	AZ	85310	~~602-361-6190~~(520) 979-	Noor
3424~~3~~	1~~2~~	1601 N BEELINE HWY~~CHANDLER~~	SCOTTSDALE	AZ	85256	~~602-361-6190~~(480) 291-	Bryan
3448~~3~~	~~64~~	680 W CATALINA DR~~TUCSON~~	YUMA	AZ	85364	~~602-361-6190~~(661) 477-	Johnny
3448~~3~~	**3~~1~~**	800 S 4TH AVENUE~~CATALINA~~	YUMA	AZ	85364	~~602-361-6190~~(661) 477-	Johnny
3448~~3~~	**4**	1233 N. MAIN~~915 W BEALE~~ ST.	SAN LUIS~~KINGMAN~~	AZ	85349	~~208-535-5920~~(661) 477-	Johnny Baklini~~Geoff~~
3448~~3~~	**5~~1~~**	725 E. MAIN STREET #2~~BISBEE~~	SOMERTON~~AZ~~	AZ~~85603~~	85350	~~Geoff Given~~(661) 477-	Johnny Baklini
3448~~3~~	**6**	7875 EAST 24TH ST., SUITE #1~~638 N MAIN ST~~	YUMA~~TAYLOR~~	AZ	85365	~~928-535-3226~~(661) 477-	Johnny
3448~~3~~	**7~~3~~**	11487 S FORTUNA RD~~HOLBROOK~~	~~AZ~~YUMA	AZ~~86025~~	~~928-53~~	(661) 477-	Johnny Baklini
3448~~3~~	~~373~~	1371 HANCOCK ROAD~~GLENDALE~~	BULLHEAD CITY~~AZ~~	AZ~~85310~~	86442	(661) 477-3674~~Noor~~	Johnny Baklini
3448~~3~~	**19**	34 N LAKE HAVASU AVE, STE 6~~1601 N~~	LAKE HAVASU	AZ	86403	~~480-291-6585~~(661) 477-	Johnny
3560~~3~~	1~~6~~	57 S. LAKE POWELL BLVD.~~YUMA~~	PAGE~~AZ~~	AZ~~85364~~	86040	(435) 590-	Beth Williams
3650~~3~~	1~~8~~	6070 W BELL RD, A 101~~YUMA~~	GLENDALE~~AZ~~	AZ~~85364~~	85308	(602) 570-8802	Johnny
3671~~3~~	1~~1~~	18745 S I-19 FRONTAGE ROAD~~SAN LUIS~~	GREEN VALLEY~~AZ~~	AZ~~85349~~	85614	(623) 329-	Travis Lipkin
3671~~3~~	2	3544 E SOUTHERN AVE, STE 106/107~~725 E.~~	MESA~~SOMERTON~~	AZ	85204	~~661-477-3674~~(623) 329-	Travis Lipkin~~Johnny~~
3671~~3~~	3~~7~~	2992 N. ALMA SCHOOL RD. STE 4~~YUMA~~	CHANDLER~~AZ~~	AZ~~85365~~	85224	(623) 329-	Travis Lipkin
3671~~3~~	4	~~11487 S FORTUNA~~735 NORTH GILBERT RD	~~YUMA~~GILBERT	AZ	~~85367~~	~~661-477-3674~~(623) 329-	Travis Lipkin~~Johnny~~
3759~~3~~	1~~1~~	35 W COMBS RD, #104~~BULLHEAD CITY~~	SAN TAN VALLEY~~AZ~~	AZ~~86442~~	85140	(925) 250-	Carter Asefi
3759~~3~~	~~34~~	4049 E WILLIAMS FIELD RD #104~~LAKE~~	GILBERT~~AZ~~	AZ~~86403~~	85295	(925) 250-	Carter Asefi
3759~~3~~	3~~5~~	1735 W HUNT HWY, STE 100~~PAGE~~	SAN TAN VALLEY~~AZ~~	AZ~~86040~~	85143	(925) 250-4283~~Beth~~	Carter Asefi

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3759~~3~~	~~607~~	10706 E POINT TWENTY-TWO BLVD, STE	MESA	AZ	85212	~~602-570-8802~~(925) 250-	~~Johnny~~
3759~~3~~	~~187~~	725 APACHE TRAIL~~GREEN VALLEY~~	APACHE JUNCTION	AZ	85120	~~623-329-9179~~(925) 250-	Carter
3759~~3~~	~~354~~	6466 S HIGLEY ROAD~~MESA~~	GILBERT	AZ	85298	~~623-329-9179~~(925) 250-	Carter
3759~~3~~	7	2975 E OCOTILLO~~2992 N. ALMA SCHOOL~~ RD.	CHANDLER	AZ	85249	~~623-329-9179~~(925) 250-	Carter
191~~36~~	~~735~~	63 E 16TH ST~~GILBERT~~	~~AZ~~MERCED	~~85234~~CA	~~623-32~~	(209) 404-5780~~Travis~~	John Gauthier
~~0191-0~~	6~~1~~	3250 G STREET #B~~CHOWCHILLA~~	MERCED	CA	95340	(209-) 404--5780	John Gauthier
~~0191-0~~	7~~1~~	2909 WHITMORE AVENUE~~MADERA~~	CERES	CA	95307	(209-) 404--5780	John Gauthier
~~0191-0~~	8~~1~~	2575 GREER RD~~REDDING~~	TURLOCK	CA	95382	(209-) 404--5780	John Gauthier
~~0191-0~~	11~~2~~	315 PARADISE AVE~~REDDING~~	MODESTO	CA	95351	(209-) 404--5780	John Gauthier
~~0191-0~~	16~~3~~	124 SOUTH WESTERN, STE 3~~FRESNO~~	WATERFORD	CA	95386	(209-) 404--5780	John Gauthier
~~0191-0~~	19~~9~~	166 E. WHITMORE AVE., STE C~~DELHI~~	MODESTO	CA	95358	(209-) 404--5780	John Gauthier
~~0191-0~~	20~~1~~	3801 YOSEMITE BLVD.~~CERES~~	MODESTO	CA	95357	(209-) 404--5780	John Gauthier
~~0191-0~~	23~~1~~	1609 LANDER AVE.~~MODESTO~~	TURLOCK	CA	95380	(209-) 404--5780	John Gauthier
~~0191-0~~	24	~~63~~1060 E ~~16TH ST~~PACHECO BLVD	~~MERCED~~LOS BANOS	CA	~~95340~~	(209-) 404--5780	John Gauthier
~~0191-0~~	28~~3~~	1422 N CARPENTER RD~~MERCED~~	MODESTO	CA	95351	(209-) 404--5780	John Gauthier
~~0191-0~~	29~~2~~	1336 E HATCH RD	CERES	CA	95351	(209-) 404--5780	John Gauthier
~~0191-0~~	30~~2~~	9726 STEPHENS ST~~TURLOCK~~	DELHI	CA	95315	(209-) 404--5780	John Gauthier
~~0191-0~~	31~~3~~	3209 WEST SHAW AVENUE~~MODESTO~~	FRESNO	CA	93711	(209-) 404--5780	John Gauthier
~~0191-0~~	~~124~~	1080 E CYPRESS AVE STE E~~WATERFORD~~	REDDING	CA	96002	(209-) 404--5780	John Gauthier
~~0191-0~~	33~~1~~	200 LAKE BLVD~~MODESTO~~	REDDING	CA	96003	(209-) 404--5780	John Gauthier
~~0191-0~~	34	1426 E.~~3801~~ YOSEMITE ~~BLVD.~~, STE 112	MADERA~~MODESTO~~	CA	93638	(209-) 404--5780	John Gauthier
~~0191-0~~	35~~1~~	1145 E ROBERTSON BLVD~~TURLOCK~~	CHOWCHILLA	CA	93610	(209-) 404--5780	John Gauthier
~~0191-0~~	~~106~~	~~LOS BANOS~~3400 PANAMA LANE, STE P	BAKERSFIELD	CA	93313	~~209-404-5780~~(661) 477-	Johnny
~~0292-0~~	~~340~~	6019 EAST NILES STREET	BAKERSFIELD	CA	93306	(661-) 477--3674	Johnny Baklini
~~0292-0~~	3~~6~~	700 AIRPORT DR.	BAKERSFIELD	CA	93308	(661-) 477--3674	Johnny Baklini
~~0292-0~~	4~~7~~	2515 SOUTH H STREET	BAKERSFIELD	CA	93304	(661-) 477--3674	Johnny Baklini
~~0292-0~~	5~~2~~	921 CECIL AVENUE~~BAKERSFIELD~~	DELANO~~CA~~	CA~~93304~~	93215	(661-) 477--3674	Johnny Baklini
~~0292-0~~	6~~9~~	5620 EAST CALIFORNIA AVE~~DELANO~~	BAKERSFIELD~~CA~~	~~93215~~CA	93309	(661-) 477--3674	Johnny Baklini
~~0292-0~~	7~~5~~	8040 WHITE LANE	BAKERSFIELD	CA	93309	(661-) 477--3674	Johnny Baklini
~~0292-0~~	8~~8~~	2665 CALLOWAY DR	BAKERSFIELD	CA	93312	(661-) 477--3674	Johnny Baklini
~~0292-0~~	10~~2~~	1009 COLUMBUS AVE	BAKERSFIELD	CA	93305	(661-) 477--3674	Johnny Baklini
~~0292-0~~	11~~1~~	10504 MAIN ST~~BAKERSFIELD~~	LAMONT~~CA~~	CA~~93305~~	93241	(661-) 477--3674	Johnny Baklini
~~0292-0~~	12~~1~~	524 BEAR MOUNTAIN BLVD.~~LAMONT~~	ARVIN~~CA~~	~~93241~~CA	93203	(661-) 477--3674	Johnny Baklini
~~0292-0~~	13~~5~~	701 CENTRAL VALLEY HWY~~ARVIN~~	~~CA~~SHAFTER	~~93203~~CA	93263	(661-) 477--3674	Johnny Baklini

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

~~0292~~	14	~~701 CENTRAL VALLEY~~2649 HWY 46 UNIT B	~~SHAFTER~~WASCO	CA	~~93263~~93280	(661-) 477--3674	Johnny
~~0292~~	15	123 S UNION AVE	BAKERSFIELD	CA	93307	(661-) 477--3674	Johnny
~~0292~~	16	~~2649~~11339 STOCKDALE HWY ~~46 UNIT~~	~~WASCO~~BAKERSFIELD	CA	~~93280~~93311	(661-) 477--3674	Johnny
~~0292~~	~~11339~~	16816 E MAIN STREET~~BAKERSFIELD~~	HESPERIA	CA	92345~~93311~~	~~661-477-3674~~(909) 518-	Neil
~~0302~~	3~~168~~	20920 BEAR VALLEY ROAD,STE	APPLE VALLEY	CA	92308~~92345~~	(909-) 518--3111	~~neil hay~~
~~0302~~	~~20920~~	20152 OUTER HIGHWAY 18	APPLE VALLEY	CA	92307~~92308~~	(909-) 518--3111	~~neil hay~~
~~0302~~	5~~201~~	~~APPLE~~16061 BEAR VALLEY ROAD	HESPERIA	CA	92345~~92307~~	(909-) 518--3111	~~neil hay~~
~~0302~~	~~16~~	14073 MAIN STREET, STE 104	HESPERIA	CA	92345	(909-) 518--3111	~~neil hay~~
~~0302~~	~~14073~~	825 JEFFERSON BLVD~~HESPERIA~~	WEST SACRAMENTO	CA	95691~~92345~~	~~909-518-3111~~(916) 730-	Bill Cre
~~0374~~	2~~825~~	5029 FRUITRIDGE RD	~~WEST~~ SACRAMENTO	CA	95820~~95691~~	(916-) 730--6293	Bill Cre
~~0374~~	4~~502~~	68A W COURT ST~~SACRAMENTO~~	WOODLAND	CA	95695~~95820~~	(916-) 730--6293	Bill Cre
~~0374~~	5~~68A~~	5301 FREEPORT BLVD, STE	SACRAMENTO	CA	95822~~95695~~	(916-) 730--6293	Bill Cre
~~0374~~	~~5301~~	1861-A E. GIBSON RD.~~SACRAMENTO~~	WOODLAND	CA	95776~~95822~~	(916-) 730--6293	Bill Cre
~~0374~~	~~1861~~	7119 ELK GROVE BLVD., STE	ELK GROVE	CA	95758~~95695~~	(916-) 730--6293	Bill Cre
~~0374~~	9~~711~~	1583 W EL CAMINO AVE SUITE 102~~ELK~~	SACRAMENTO	CA	95833~~95758~~	(916-) 730--6293	Bill Cre
~~0374~~	10	6100 MACK ROAD, STE E	SACRAMENTO	CA	95823~~95833~~	(916-) 730--6293	Bill Cre
~~0374~~	~~61~~	8325 ELK GROVE FLORIN RD, #100	SACRAMENTO	CA	95829~~95823~~	(916-) 730--6293	Bill Cre
~~0374~~	12	4805 LAGUNA BLVD., #103	~~8325~~ ELK GROVE ~~FLORIN RD~~ ~~SACRAMENTO~~	CA	95828~~95829~~	(916-) 730--6293	Bill Cre
~~0374~~	14	~~4805 LAGUNA~~7215 STOCKTON BLVD.,	~~ELK GROVE~~SACRAMENTO	CA	~~95758~~95828	(916-) 730--6293	Bill Cre
~~0374~~	~~72~~	2829 FLORIN RD	SACRAMENTO	CA	95822~~95828~~	(916-) 730--6293	Bill Cre
~~0374~~	3~~282~~	2508 OAKDALE ROAD~~SACRAMENTO~~	MODESTO~~CA~~	CA~~9582~~	~~916-730-6293~~	(209) 747-4008~~Bill~~	Greg D
~~0444~~	7~~250~~	2520 PACIFIC AVE~~MODESTO~~	STOCKTON~~CA~~	~~95355~~CA	95204	(209-) 747--4008	~~Connie~~
~~0444~~	8~~252~~	353 WEST CHARTER WAY	STOCKTON	CA	95206~~95204~~	(209-) 747--4008	~~Connie~~
~~0444~~	10	2491 E. FREMONT ST.	STOCKTON	CA	95205~~95206~~	(209-) 747--4008	~~Connie~~
~~0444~~	11	2339 HAMMER LANE, STE I	STOCKTON	CA	95209~~95205~~	(209-) 747--4008	~~Connie~~
~~0444~~	~~2339~~	2417 W. CALDWELL STREET~~STOCKTON~~	VISALIA~~CA~~	CA~~9520~~	93277~~209-74~~	~~Connie & Dick~~	Jeffrey
~~0561~~	**2**	1854 W LACEY BLVD~~2417 W. CALDWELL~~	HANFORD~~VISALIA~~	CA	93230~~93277~~	(559-) 300--5742	Jeffrey
~~0561~~	**3**~~185~~	1439 E NOBLE~~HANFORD~~	VISALIA~~CA~~	CA~~9323~~	93292	(559-) 300--5742	Jeffrey
~~0561~~	**4**~~143~~	1281 W. HENDERSON AVE~~VISALIA~~	PORTERVILLE~~CA~~	~~93292~~CA	93257	(559-) 300--5742	Jeffrey
~~0561~~	**5**~~128~~	885 N LEMOORE AVENUE, STE	LEMOORE~~CA~~	~~93257~~CA	93245	(559-) 300--5742	Jeffrey
~~0561~~	~~885 N~~	780 W. EL MONTE WAY~~LEMOORE~~	DINUBA~~CA~~	~~93245~~CA	93618	(559-) 300--5742	Jeffrey
~~0561~~	**7**~~780~~	216 N. HIGHWAY 65~~DINUBA~~	LINDSAY~~CA~~	~~93618~~CA	93247-2701	(559-) 300--5742	Jeffrey
~~0561~~	**8**~~216~~	924 E MANNING~~LINDSAY~~	REEDLEY~~CA~~	~~93247-27~~	93654-5333	(559-) 300--5742	Jeffrey
~~0561~~	**9**	3100 N DEMAREE ST	VISALIA	CA	93291	(559-) 300--5742	Jeffrey

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Franchise Stores in the USA as of 12/31/2023

~~0561-0~~	**10**	319 EAST OLIVE	PORTERVILLE	CA	93257	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**11**	915 SIERRA ST	KINGSBURG	CA	93631	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**12~~9~~**	2597 N 11TH AVE~~REEDLEY~~	HANFORD	CA	~~93654-~~	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**13**	~~126~~1595 N ~~VALENCIA BLVD~~PEACH AVE SUITE	~~WOODLAKE~~FRESNO	CA	~~93286~~	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**14**	104 W SHERWOOD AVE	MCFARLAND	CA	93250	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**15**	~~2597~~126 N ~~11TH AVE~~VALENCIA BLVD	~~HANFORD~~WOODLAKE	CA	~~93230~~	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**18**	~~1595~~1138 N ~~PEACH~~RIVERSIDE AVE~~-SUITE 102~~	~~FRESNO~~RIALTO	CA	~~93727~~	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	~~113~~	~~RIALTO~~4083-B PHELAN ROAD	PHELAN	CA	92371	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**20**	13738 BEAR VALLEY RD	VICTORVILLE	CA	92392	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**21**	14196 HIGHWAY 395, STE A-6	ADELANTO	CA	92301	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	**22**	15770 MOJAVE DR	VICTORVILLE	CA	92394	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	~~408~~	827 S AKERS ST STE 103~~PHELAN~~	VISALIA	CA	93277	(559-) 300--5742	Jeffrey Manquen
~~0561-0~~	~~9~~8	2338 W CLEVELAND~~VISALIA~~	MADERA	CA	93637	(559~~-300-5742~~) 978-	Scott Hellam
1104~~06~~	~~1~~2	1061 S MAIN STREET~~MADERA~~	FALLBROOK	CA	92028	~~559-978-0334~~(760) 535-	Tim White~~Scott~~
1104~~-0~~	~~2~~1	3852 MISSION AVENUE, B-3~~FALLBROOK~~	OCEANSIDE	CA	92054	(760-) 535--9912	Tim White
1104~~-0~~	~~385~~	4904 N. RIVER RD	OCEANSIDE	CA	92057	(760-) 535--9912	Tim White
1130~~1~~	~~4~~4	970 SUNRISE AVE #130~~OCEANSIDE~~	ROSEVILLE	CA	95661	~~760-535-9912~~(530) 624-	Baljinder Singh~~Tim~~
1147~~1~~	~~1~~9	4376 THORNTON~~ROSEVILLE~~	FREMONT	CA	94536	~~530-624-5999~~(510) 673-	Trini
1147~~-0~~	~~3~~4	39490 FREMONT BLVD	FREMONT	CA	94538	(510-) 673--9574	Trini Romero
1161~~1~~	~~394~~	~~FREMONT~~4910 E KINGS CANYON RD, STE	FRESNO	CA	93727	~~510-673-9574~~(559) 301-	Donna Boyd~~Trini~~
1161~~-0~~	~~491~~	4550 N 1ST ST	FRESNO	CA	93726	(559-) 301--4011	Donna Boyd
1161~~-0~~	~~4~~4	4116 NORTH WEST AVENUE, STE 105	FRESNO	CA	93705	(559-) 301--4011	Donna Boyd
1161~~-0~~	~~411~~	6127 E. KINGS CANYON AVE	FRESNO	CA	93727	(559-) 301--4011	Donna Boyd
1161~~-0~~	7	200 NORTH MADERA~~6127 E. KINGS~~	KERMAN~~FRESNO~~	CA	93630	(559-) 301--4011	Donna Boyd
1161~~-0~~	~~200~~	245 E MCKINLEY~~KERMAN~~	FRESNO~~CA~~	~~93630~~CA	93728	(559-) 301--4011	Donna Boyd
1161~~-0~~	9	2865 E JENSEN AVE STE 103 &104~~245 E~~	FRESNO	CA	93706	(559-) 301--4011	Donna Boyd
1161~~-0~~	10	1859 E DAKOTA AVE	FRESNO	CA	~~93726~~	(559-) 301--4011	Donna Boyd
1161~~-0~~	11	~~2865 E JENSEN~~3141 N CEDAR AVE~~-STE 103~~	FRESNO	CA	~~93706~~	(559-) 301--4011	Donna Boyd
1181~~1~~	~~314~~	1846 LOMITA BLVD~~FRESNO~~	LOMITA~~CA~~	~~93703~~CA	~~559-30~~	(562) 773-0432~~Donna~~	Luanne Freeman
1181~~-0~~	~~4~~1	243 W CARSON ST~~LOMITA~~	CARSON~~CA~~	~~90717~~CA	90745	(562-) 773--0432	Luanne Freeman
1212~~1~~	~~1~~2	1701 PORTOLA DR~~CARSON~~	SANTA CRUZ~~CA~~	~~90745~~CA	~~562-77~~	(408) 781-	Shawn Grossmann
1212~~-0~~	~~2~~1	1504 FREEDOM BLVD~~SANTA CRUZ~~	WATSONVILLE~~CA~~	~~95062~~CA	95076	(408-) 781--0197	~~Barbara Williams~~Shawn
1212~~-0~~	~~3~~1	233 OCEAN ST.~~WATSONVILLE~~	SANTA CRUZ~~CA~~	~~95076~~CA	95060	(408-) 781--0197	~~Barbara Williams~~Shawn
1212~~-0~~	~~4~~2	1340 FIRST STREET UNIT B~~SANTA CRUZ~~	GILROY~~CA~~	~~95060~~CA	95020	(408-) 781--0197	~~Barbara Williams~~Shawn

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Franchise Stores in the USA as of 12/31/2023

1212~~-0~~	~~6~~1	1760 FREMONT BLVD., UNITS G1 &	SEASIDE	CA	93955	(408~~-~~) 781~~-~~0197	~~Barbara Williams~~Shawn
1212~~-0~~	~~176~~	20 EL CAMINO REAL UNIT B1~~SEASIDE~~	GREENFIELD	CA	93927	(408~~-~~) 781~~-~~0197	~~Barbara Williams~~Shawn
1212~~-0~~	8~~2~~	620 BROADWAY STREET~~GREENFIELD~~	KING CITY	CA	93930	(408~~-~~) 781~~-~~0197	~~Barbara Williams~~Shawn
1232~~1~~	**1**	~~620 BROADWAY~~1133 N. H STREET	~~KING CITY~~LOMPOC	CA	~~93930~~	~~408-781-0197~~(805) 478-	~~Barbara Williams~~Adan
1232~~-0~~	**2**	~~1133~~21 N. ~~H~~MILPAS STREET	~~LOMPOC~~SANTA BARBARA	CA	~~93436~~	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	**3**	~~21 N. MILPAS~~610 E. MAIN STREET	SANTA ~~BARBARA~~MARIA	CA	~~93103~~	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	**4**	~~610~~1530 E. ~~MAIN STREET~~GRAND AVE., STE A	ARROYO GRANDE~~SANTA~~	CA	93420	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	~~153~~	2120 SOUTH BROADWAY~~ARROYO GRANDE~~	SANTA MARIA	CA	93454	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	**6**~~2~~	19374 SOLEDAD CANYON RD~~SANTA MARIA~~	CANYON COUNTRY	CA	91351	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	**8**~~1~~	4854 SOUTH BRADLEY ROAD~~CANYON~~	SANTA MARIA	CA	93455	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	**9**~~4~~	23350 LYONS AVE~~SANTA MARIA~~	NEWHALL	CA	91321	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	**10**~~2~~	532 W TEFFT ST~~NEWHALL~~	NIPOMO	CA	93444	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	**11**~~5~~	26859 BOUQUET CANYON RD~~NIPOMO~~	SANTA CLARITA	CA	91350	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
1232~~-0~~	**12**	~~26859 BOUQUET CANYON~~728 OTAY LAKES	CHULA VISTA~~SANTA~~	CA	91910	(805~~-~~) 478~~-~~5152	~~Filiberto Gonzalez~~Adan
~~1256-0~~	**13**~~5~~	2305 OTAY LAKES RD~~LAKEWOOD~~	CHULA VISTA	CA	91915	~~562-965-7446~~(805) 478-	~~Jerry Mirza~~Adan
1260~~-0~~	1	715 EAST MAIN STREET	ALHAMBRA	CA	91801	(626~~-~~) 808~~-~~5014	Juan Morales
1260~~-0~~	4	1667 EAST SIXTH STREET	BEAUMONT	CA	92223	(626~~-~~) 808~~-~~5014	Juan Morales
1307~~-0~~	1	2550 GUERNEVILLE ROAD	SANTA ROSA	CA	95401	(707~~-~~) 396~~-~~3591	William Self
1307~~-0~~	2	1470 MENDOCINO	SANTA ROSA	CA	95401	(707~~-~~) 396~~-~~3591	William Self
1336~~-0~~	1	976 LUNDY AVENUE	SAN JOSE	CA	95133	(408~~-~~) 786~~-~~4914	Duc Huynh
1348~~-0~~	1	1092 E STANLEY BLVD	LIVERMORE	CA	94550	(925~~-~~) 701~~-~~1111	Gurvinder Singh
1348~~-0~~	3	2711 WILLOW PASS ROAD UNIT E	BAY POINT	CA	94565	(925~~-~~) 701~~-~~1111	Gurvinder Singh
1352~~-0~~	1	417 E 18TH STREET	ANTIOCH	CA	94509	(925~~-~~) 305~~-~~8810	Satnam Sanghera
1352~~-0~~	6	2904 DELTA FAIR BLVD.	ANTIOCH	CA	94509	(925~~-~~) 305~~-~~8810	Satnam Sanghera
1352~~-0~~	9	4819 LONE TREE WAY, STE A	ANTIOCH	CA	94531	(925~~-~~) 305~~-~~8810	Satnam Sanghera
1358~~-0~~	1	2602 N. MAIN ST.	LOS ANGELES	CA	90031	(213~~-~~) 595~~-~~1109	Anthony Larry
1358~~-0~~	2	1773 EAST PALMDALE BLVD~~.~~, STE E	PALMDALE	CA	93550	(213~~-~~) 595~~-~~1109	Anthony Larry
1358~~-0~~	3	1036 EAST AVENUE J	LANCASTER	CA	93535	(213~~-~~) 595~~-~~1109	Anthony Larry
1358~~-0~~	4	1841 WEST AVENUE I, BLDG 2, SUITE D	LANCASTER	CA	93534	(213~~-~~) 595~~-~~1109	Anthony Larry
1358~~-0~~	5	43440 10TH STREET WEST	LANCASTER	CA	93534	(213~~-~~) 595~~-~~1109	Anthony Larry
1358~~-0~~	6	5022 W AVENUE N, STE 106	PALMDALE	CA	93551	(213~~-~~) 595~~-~~1109	Anthony Larry
1358~~-0~~	7	309 WEST HARVARD BLVD	SANTA PAULA	CA	93060	(213~~-~~) 595~~-~~1109	Anthony Larry
1358~~-0~~	8	38050 47TH STREET EAST	PALMDALE	CA	93552	(213~~-~~) 595~~-~~1109	Anthony Larry
1374~~-0~~	1	638 SAN ANTONIO RD.	MOUNTAIN VIEW	CA	94040	(408~~-~~) 836~~-~~2868	Vivian Huynh

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Franchise Stores in the USA as of 12/31/2023

1376~~-0~~	1	6321 LAKE ISABELLA BLVD.	LAKE ISABELLA		CA	93240	(760~~-~~) 223-~~-~~0468	Balram
1385~~-0~~	1	353 WEST LOUISE AVENUE	MANTECA		CA	95336	(209~~-~~) 612-~~-~~5686	Glen
1385~~-0~~	2	15344 S. HARLAN ROAD	LATHROP		CA	95330	(209~~-~~) 612-~~-~~5686	Glen
1386~~-0~~	1	518 OCEANSIDE BLVD.	OCEANSIDE		CA	92054	(760~~-~~) 521-~~-~~7022	Calleen
1429~~-0~~	1	1555 PALM AVE	SAN DIEGO		CA	92154	(858~~-~~) 280-~~-~~1515	Anil ~~kh~~
1429~~-0~~	~~691~~	527 TELEGRAPH CANYON~~SAN DIEGO~~	CHULA VISTA		CA	91910	(858~~-~~) 280-~~-~~1515	Anil ~~kh~~
1465~~14~~	1~~5~~	4370 PALM AVE.~~CHULA VISTA~~	SAN DIEGO		CA	92154	~~858-280-1515~~(619) 253-	Yaranr
1468~~1~~	1~~2~~	6447 INTERNATIONAL BLVD. STE E~~CHULA~~	OAKLAND		CA	94621	~~619-253-0708~~(408) 497-	Lovkes
1468~~14~~	2~~4~~	2218 MACARTHUR~~SAN DIEGO~~	OAKLAND		CA	94602	~~619-253-0708~~(408) 497-	Lovkes
1468~~14~~	~~728~~	1521 WEBSTER ST SUITE A~~CHULA VISTA~~	ALAMEDA		CA	94501	~~619-253-0708~~(408) 497-	Lovkes
1468~~-0~~	4	~~6447~~3209-3211 INTERNATIONAL BLVD~~.~~	OAKLAND		CA	94601	(408~~-~~) 497-~~-~~5984	Lovkes
1473~~1~~	1~~2~~	2810 EL CAJON BLVD~~OAKLAND~~	SAN DIEGO		CA	92104	~~408-497-5984~~(619) 701-	Cesar
1473~~1~~	2	~~1521 WEBSTER ST~~ 481 BROADWAY, SUITE ~~A~~B	CHULA VISTA~~ALAMEDA~~		CA	~~94501~~	~~408-497-5984~~(619) 701-	Cesar
1473~~1~~	~~320~~	9770 CAMPO RD.~~OAKLAND~~	SPRING VALLEY		CA	91977	~~408-497-5984~~(619) 701-	Cesar
1473~~-0~~	4	2920 JAMACHA RD, STE A	~~2810~~ EL CAJON~~ BLVD~~	~~SAN DIEGO~~	CA	92019	(619~~-~~) 701-~~-~~9838	Cesar
1476~~1~~	~~481~~	38709 N. TIERRA SUBIDA AVE, STE	PALMDALE		CA	93551	~~619-701-9838~~(213) 595-	Anthon
1488~~1~~	**1~~9~~**	2430 MARCONI AVENUE~~SPRING VALLEY~~	SACRAMENTO		CA	95821	~~619-701-9838~~(916) 316-	Mark F
1488~~1~~	~~292~~	2833 ZINFANDEL DR~~EL CAJON~~	RANCHO CORDOVA		CA	95670	~~619-701-9838~~(916) 316-	Mark F
1488~~1~~	**3~~3~~**	9416 KIEFER BLVD.~~PALMDALE~~	SACRAMENTO		CA	95826	~~213-595-1109~~(916) 316-	Mark
1488~~-0~~	**4**	~~2430 MARCONI~~1433 FULTON AVENUE, STE N	SACRAMENTO		CA	95825	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	**5~~2~~**	2456 RIO LINDA BLVD, STE 100~~RANCHO~~	SACRAMENTO~~CA~~		CA~~95670~~	95815	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	**6~~9~~**	5038 MARCONI AVE SUITE	CARMICHAEL~~CA~~		CA~~95826~~	95608	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	~~143~~	4110 NORWOOD AVE, STE 200	SACRAMENTO		CA	95838	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	~~245~~	11299 SAN PABLO AVE.~~SACRAMENTO~~	EL CERRITO~~CA~~		CA~~95815~~	94530	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	**9~~5~~**	454 APPIAN WAY, STE A-1~~CARMICHAEL~~	EL SOBRANTE~~CA~~		CA~~95608~~	94803	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	~~411~~	2071 23RD STREET~~SACRAMENTO~~	SAN PABLO~~CA~~		CA~~95838~~	94806	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	**11~~1~~**	1254 DAVIS ST.~~EMERYVILLE~~	SAN LEANDRO~~CA~~		CA~~94608~~	94577	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	~~454~~	1199 40TH STREET~~EL SOBRANTE~~	EMERYVILLE~~CA~~		CA~~94803~~	94608	(916~~-~~) 316-~~-~~3264	Mark F
1488~~-0~~	**13~~1~~**	180 FORD RD.~~SAN LEANDRO~~	UKIAH~~CA~~		CA~~94577~~	95482	(916~~-~~) 316-~~-~~3264	Mark F
1496~~1~~	1~~1~~	4400 ELVERTA ROAD #120~~EL CERRITO~~	ANTELOPE~~CA~~		CA~~94530~~	95843	(530) 300-4438~~Mark~~	Jaspre
1496~~1~~	2~~2~~	7088 AUBURN BLVD~~SAN PABLO~~	CITRUS HEIGHTS~~CA~~		CA~~94806~~	95621	(530) 300-4438~~Mark~~	Jaspre
1496~~1~~	3~~1~~	4710 NATOMAS BLVD., STE 140~~UKIAH~~	SACRAMENTO~~CA~~		CA~~95482~~	95835	(530) 300-4438~~Mark~~	Jaspre
1496~~-0~~	4	~~6401 RIO LINDA~~5241 ELKHORN BLVD	~~RIO LINDA~~SACRAMENTO		CA	~~95673~~	(530~~-~~) 300-~~-~~4438	Jaspre
1496~~-0~~	~~440~~	6401 RIO LINDA BLVD~~ANTELOPE~~	~~CA~~RIO LINDA		CA~~95843~~	95673	(530~~-~~) 300-~~-~~4438	Jaspre

~~Store numbers in bold indicate franchisees who have a "Territory Reservation Agreement" ("TRA").~~
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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1501~~1~~	1~~7~~	955 GENEVA AVENUE~~CITRUS HEIGHTS~~	SAN FRANCISCO		CA	94112~~95621~~	~~530-300-4438~~(650) 281-	Shashank
1512~~1~~	~~471~~	8934 GREENBACK LANE~~SACRAMENTO~~	ORANGEVALE		CA	95662-	~~530-300-4438~~(916) 804-	~~Jaspreet Ark~~Greg
1512~~1~~	~~524~~	5930 MADISON AVENUE~~SACRAMENTO~~	CARMICHAEL		CA	95608~~95842~~	~~530-300-4438~~(916) 804-	~~Jaspreet Ark~~Greg
1512~~1~~	3~~9~~	905 C STREET #190~~SAN FRANCISCO~~	GALT		CA	95632~~94112~~	~~650-281-3577~~(916) 804-	Greg
1512-~~0~~	4~~8~~	3901 MADISON AVE~~ORANGEVALE~~	NORTH HIGHLANDS		CA	95660~~95662~~	~~317-935-2323~~(916) 804-	~~Patrick Himes~~Greg
1512-~~0~~	20~~5~~	11248 OLD MILL LANE~~CARMICHAEL~~	JACKSON		CA	95642~~95608~~	~~317-935-2323~~(916) 804-	~~Patrick Himes~~Greg
1512-~~0~~	~~905~~	310 N HAM LANE~~GALT~~	LODI		CA	95242~~95632~~	~~317-935-2323~~(916) 804-	~~Patrick Himes~~Greg
1520~~1~~	1~~3~~	2164 SUNSET BLVD., STE 204~~NORTH~~	ROCKLIN		CA	95765~~95660~~	~~317-935-2323~~(530) 415-	Manjit Singh~~Patrick~~
1577~~1~~	1~~1~~	273-C S. RANCHO SANTA FE	SAN MARCOS		CA	92078~~95642~~	~~317-935-2323~~(951) 741-	James
1577~~1~~	2~~3~~	711 S. ESCONDIDO BLVD~~LODI~~	ESCONDIDO		CA	92025~~95242~~	~~317-935-2323~~(951) 741-	James
1577~~1~~	~~216~~	197 WOODLAND PKWY, STE	SAN MARCOS		CA	92069~~95765~~	~~530-415-2706~~(951) 741-	James
1578~~1~~	~~273~~	176 ATLANTIC AVE~~SAN MARCOS~~	PITTSBURG		CA	94565~~92078~~	~~951-741-4777~~(209) 612-	bindra
1578~~1~~	5~~7~~	1500 MONUMENT	CONCORD		CA	94520~~92025~~	~~951-741-4777~~(209) 612-	bindra
1591~~1~~	~~197~~	1101 E MARCH LN, STE A~~SAN MARCOS~~	STOCKTON		CA	95210~~92069~~	~~951-741-4777~~(209) 649-	Greg
1591~~1~~	2~~1~~	1420 KETTLEMAN LANE~~PITTSBURG~~	LODI		CA	95242~~94565~~	(209-~~612-6305~~) 649-	~~Bindra Sandhu~~Greg
1619~~1~~	1~~1~~	1336 E. HUNTINGTON DRIVE~~CONCORD~~	DUARTE		CA	91010~~94520~~	~~209-612-6305~~(818) 448-	Ahmed Kabir~~Bindra~~
1619~~1~~	~~110~~	418 W FOOTHILL BLVD~~STOCKTON~~	MONROVIA		CA	91016~~95210~~	~~209-649-0601~~(818) 448-	Ahmed Kabir~~Greg~~
1633~~1~~	1~~1~~	5550 MONTEREY ROAD~~LODI~~	SAN JOSE		CA	95138~~95242~~	~~209-649-0601~~(408) 472-	~~Greg~~Patty Luppino
1650~~1~~	2	~~1336~~885 E. ~~HUNTINGTON DRIVE~~MANNING	PARLIER~~DUARTE~~		CA	93648~~91010~~	~~818-448-1398~~(559) 375-	KC FITE~~Ahmed~~
1650~~1~~	3~~4~~	183 E POLK AVE~~MONROVIA~~	COALINGA		CA	93210~~91016~~	~~818-448-1398~~(559) 375-	KC FITE~~Ahmed~~
1650~~1~~	5~~5~~	2912 MCCALL AVENUE, STE 103~~SAN~~	SELMA~~CA~~	CA~~95138~~	93662~~408-47~~	~~Patty Williams~~(559)		KC FITE
1655~~1~~	~~885~~	108 MAIN ST STE C~~PARLIER~~	RED BLUFF~~CA~~	CA~~93648~~	96080~~559-37~~	(530) 300-5171~~KC~~		Bhupinder Singh
1655~~1~~	2~~1~~	655 MARKET ST~~COALINGA~~	COLUSA~~CA~~	CA~~93210~~	95932~~559-37~~	(530) 300-5171~~KC~~		Bhupinder Singh
1658~~1~~	~~291~~	675 E LINCOLN AVE, STE N~~SELMA~~	ESCONDIDO~~CA~~	CA~~93662~~	92026~~559-37~~	(619) 857-3001~~KC~~		Ray Ibrahim
1658~~1~~	~~108~~	2405 E VALLEY PARKWAY~~RED BLUFF~~	ESCONDIDO~~CA~~	CA~~96080~~	92027~~530-30~~	(619) 857-		Ray Ibrahim
1658~~1~~	5~~6~~	101 JAMACHA RD~~COLUSA~~	EL CAJON~~CA~~	CA~~95932~~	92019~~530-30~~	(619) 857-		Ray Ibrahim
1671~~1~~	1	~~675~~615 E ~~LINCOLN~~3RD AVE, SPACE C	SAN MATEO~~ESCONDIDO~~		CA	94401~~92026~~	~~619-857-3001~~(408) 656-	Gurpreet
1677~~1~~	1~~2~~	201 KERN ST.~~ESCONDIDO~~	~~CA~~TAFT	CA~~92027~~	~~619-857-3001~~	(661) 703-7133~~Ray~~		GUSSAN SHEDID
1677~~1~~	2~~1~~	461 NORTH K STREET~~EL CAJON~~	TULARE~~CA~~	CA~~92019~~	93274~~619-85~~	(661) 703-7133~~Ray~~		GUSSAN SHEDID
1677~~1~~	3	~~615 E 3RD~~1316 WEST WHITLEY AVE	CORCORAN~~SAN MATEO~~		CA	93212~~94401~~	~~408-656-3285~~(661) 703-	GUSSAN
1677-~~0~~	6	~~201 KERN~~2244 SPRING ST.	~~TAFT~~PASO ROBLES		CA	~~9326~~8~~93~~446	(661-) 703-~~-~~7133	GUSSAN SHEDID
1691~~1~~	4~~4~~	1820 MAIN ST STE C~~TULARE~~	SUSANVILLE~~CA~~	CA~~93274~~	96130~~661-70~~	(209) 668-		John Gauthier
1702~~1~~	1	~~1316 WEST WHITLEY~~4553 LA SIERRA AVE	~~CORCORAN~~RIVERSIDE		CA	~~9321~~92505	~~661-703-7133~~(626) 991-	Seraj
1779~~1~~	~~224~~	~~PASO ROBLES~~118-A W EAST AVENUE	CHICO~~CA~~	~~93446~~CA		95926~~661-70~~	(530) 624-	Baljinder Singh

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Franchise Stores in the USA as of 12/31/2023

1779~~1~~	2~~1~~	598 EAST 8TH STREET #120~~SUSANVILLE~~	CHICO	CA	95928	~~209-668-4830~~(530) 624-	Baljinder Singh~~John-~~
1875~~1~~	~~455~~	934 E. COLORADO STREET~~RIVERSIDE~~	GLENDALE	CA	91205	(626~~-991-7842~~) 437-	Silvia Morales~~Seraj-~~
1876~~1~~	~~118~~	475 WINTON PARKWAY~~CHICO~~	LIVINGSTON	CA	95334	(530~~-624-5999~~) 645-	Gurdip Pahal~~Baljinder-~~
1876~~1~~	~~598~~	509 MCHENRY AVE~~CHICO~~	MODESTO	CA	95350	(530~~-624-5999~~) 645-	Gurdip Pahal~~Baljinder-~~
1876~~18~~	6~~2~~	300 BELLEVUE RD~~LA VERNE~~	ATWATER	CA	95301	~~909-519-6264~~(530) 645-	Gurdip Pahal
1876~~1~~	7~~9~~	6585-B COMMERCE BLVD~~GLENDALE~~	ROHNERT PARK	CA	94928	~~626-437-2628~~(530) 645-	Gurdip Pahal~~Sylvia-~~
1876~~-0~~	8~~4~~	2375 CALIFORNIA BLVD.~~LIVINGSTON~~	NAPA	CA	94559	(530-) 645--8274	Gurdip Pahal
1876~~-0~~	9~~5~~	750 STONY POINT RD. STE A-	SANTA ROSA	CA	95407	(530-) 645--8274	Gurdip Pahal
1876~~-0~~	**10**~~3~~	173 N MCDOWELL BLVD, STE A~~ATWATER~~	PETALUMA	CA	94954	(530-) 645--8274	Gurdip Pahal
1876~~-0~~	~~658~~	19209 SONOMA HWY~~ROHNERT PARK~~	SONOMA	CA	95476	(530-) 645--8274	Gurdip Pahal
1876~~-0~~	**12**~~2~~	936 M 7TH ST~~NAPA~~	NOVATO	CA	94945	(530-) 645--8274	Gurdip Pahal
1876~~-0~~	**13**~~7~~	8836 LAKEWOOD DR~~SANTA ROSA~~	WINDSOR	CA	95492	(530-) 645--8274	Gurdip Pahal
1942~~1~~	~~173~~	2889 HOPYARD RD~~PETALUMA~~	PLEASANTON	CA	94588	~~530-645-8274~~(925) 580-	Davinderpal
1972~~1~~	1~~1~~	14676 PIPELINE AVENUE, SUITE	CHINO HILLS	CA	91709	~~530-645-8274~~(213) 249-	mehul
1991~~1~~	1~~9~~	806 ARROW HIGHWAY UNIT B~~NOVATO~~	SAN DIMAS	CA	91773	~~530-645-8274~~(909) 210-	Jeffrey Teague~~Gurdip-~~
2023~~1~~	1~~8~~	906 WEST AVE~~WINDSOR~~	EUREKA	CA	95501	(530~~-645-8274~~) 216-	Satnam Singh~~Gurdip-~~
2023~~1~~	2	~~3283 BERNAL~~1977 CENTRAL AVE	MCKINLEYVILLE~~PLEASA~~	CA	~~94566~~	~~925-580-1789~~(530) 216-	~~Davinderpal~~Satnam
2038~~1~~	1~~1~~	965 HIGHWAY 99W~~CHINO HILLS~~	CORNING	CA	96021	~~213-249-4331~~(530) 300-	~~mehul~~Bhupinder Singh
2038~~1~~	2~~8~~	2662 GATEWAY DR~~SAN DIMAS~~	ANDERSON	CA	96007	~~909-210-1655~~(530) 300-	Bhupinder
2038~~2~~	3~~9~~	701 WALKER ST~~EUREKA~~	ORLAND	CA	95963	(530~~-216-9187~~) 300-	~~Satnam~~Bhupinder Singh
2038~~2~~	~~197~~	9531 LIVE OAK BLVD~~MCKINLEYVILLE~~	LIVE OAK~~CA~~	~~95519~~CA	95953	(530~~-216-9187~~) 300-	~~Satnam~~Bhupinder Singh
3022~~2~~	1~~7~~	41531 ROAD 128~~ORLAND~~	OROSI~~CA~~	CA~~95963~~	93647	~~Bhupinder~~(559) 708-	Shabnam Randhawa
3022~~2~~	2~~9~~	554 FARMERSVILLE RD~~LIVE OAK~~	FARMERSVILLE~~CA~~	CA~~95953~~	93223	~~Bhupinder~~(559) 708-	Shabnam Randhawa
3022~~2~~	3~~9~~	216 W MERCED ST STE 102~~CORNING~~	~~CA~~FOWLER	CA~~96021~~	~~530-30~~	~~Bhupinder~~(559) 708-	Shabnam Randhawa
3022~~2~~	16~~2~~	690 OLLER ST~~ANDERSON~~	MENDOTA~~CA~~	CA~~96007~~	93640	~~Bhupinder~~(559) 708-	Shabnam Randhawa
3053~~20~~	1~~1~~	270 M STREET~~PLACENTIA~~	CRESCENT CITY~~CA~~	CA~~92870~~	95531	~~Shakeb Zuberi~~(510)	Mahesh Gogri
3053~~3~~	2~~4~~	898 MAIN ST~~OROSI~~	FORTUNA~~CA~~	CA~~93647~~	95540	(510) 377-	Mahesh Gogri
3140~~3~~	1~~5~~	3067 E TULARE ST~~FARMERSVILLE~~	FRESNO~~CA~~	CA~~93223~~	93721	(909) 234-	Katherine Fite
3140~~3~~	2	~~216 W MERCED~~1060 FRESNO ST~~ STE 102~~	~~FOWLER~~FRESNO	CA	~~93625~~	~~559-708-6569~~(909) 234-	Katherine
3154~~3~~	1~~6~~	9720-C MISSION GORGE RD.~~MENDOTA~~	SANTEE~~CA~~	CA~~93640~~	92071	(951) 609-	Sean Varvello
3154~~3~~	2~~8~~	6107 LAKE MURRAY BLVD~~FORTUNA~~	LA MESA~~CA~~	CA~~95540~~	91942	(951) 609-	Sean Varvello
3154~~3~~	3~~2~~	750 FLETCHER PKWY~~CRESCENT CITY~~	EL CAJON~~CA~~	CA~~95531~~	92020	(951) 609-	Sean Varvello
3154~~3~~	4~~3~~	12405 WOODSIDE AVE.~~FRESNO~~	LAKESIDE~~CA~~	CA~~93721~~	92040	(951) 609-	Sean Varvello
3154~~3~~	~~106~~	711 E HOBSONWAY~~FRESNO~~	BLYTHE~~CA~~	~~93706~~CA	92225	(951) 609-	Sean Varvello

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3154~~0~~	6~~7~~	1853 MAIN ST, STE B~~BLYTHE~~	RAMONA	CA	92065~~92225~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	~~185~~	13311 POWAY RD.~~RAMONA~~	POWAY	CA	92064~~92065~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	8~~1~~	2645 LEMON GROVE AVENUE~~POWAY~~	LEMON GROVE	CA	91945~~92064~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	14~~2~~	111 W WASHINGTON AVE~~LEMON~~	EL CAJON	CA	92020~~91945~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	15~~7~~	6074 EL CAJON BLVD., SUITE B	SAN DIEGO	CA	92115~~92020~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	~~972~~	31703 RIVERSIDE DR. #1~~SANTEE~~	LAKE ELSINORE	CA	92530~~92071~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	21~~6~~	1820 SHAW AVE STE 102~~LA MESA~~	CLOVIS	CA	93611~~91942~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	22~~1~~	1103 CHAMPLAIN~~LAKESIDE~~	FRESNO	CA	93720~~92040~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	23	746 W.~~1820~~ SHAW ~~AVE STE 102~~AVENUE	CLOVIS	CA	~~93611~~93612	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	24~~1~~	6761 N MILBURN #140	FRESNO	CA	93722~~93720~~	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	25~~7~~	7355 N BLACKSTONE AVE~~CLOVIS~~	FRESNO	CA	~~93612~~93650	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	~~676~~	4063 W CLINTON AVE.	FRESNO	CA	93722	(951-) 609-~~-~~5500	Sean Varvello
3154~~0~~	28	~~7355 N BLACKSTONE~~1195 HERNDON AVE	CLOVIS~~FRESNO~~	CA	93612~~93650~~	(951-) 609-~~-~~5500	Sean Varvello
3161~~3~~	1~~4~~	100 E TABOR~~FRESNO~~	FAIRFIELD	CA	94533~~93722~~	~~951-609-5500~~(925) 305-	Satnam Singh~~Sean-~~
3167~~3~~	~~119~~	1041 E VISTA WAY~~CLOVIS~~	VISTA	CA	92084~~93612~~	~~951-609-5500~~(858) 560-	Michael Khalil~~Sean-~~
3167~~3~~	2~~3~~	4310 GENESEE~~LAKE ELSINORE~~	SAN DIEGO	CA	92117~~92530~~	~~951-609-5500~~(858) 560-	Michael Khalil~~Sean-~~
3167~~3~~	3~~1~~	4140 OCEANSIDE BLVD. STE 157~~EL~~	OCEANSIDE	CA	92056~~92020~~	~~951-609-5500~~(858) 560-	Michael Khalil~~Sean-~~
3176~~3~~	~~607~~	815-A TUCKER RD~~SAN DIEGO~~	TEHACHAPI	CA	93561~~92115~~	~~951-609-5500~~(661) 817-	Taher Hamdoun~~Sean~~
3189~~3~~	1~~1~~	7387 VILLAGE PARKWAY~~FAIRFIELD~~	DUBLIN	CA	94568~~94533~~	(925-~~305-8810~~) 759-	Amrinder
3197~~3~~	1~~1~~	2230 PATTERSON RD.~~VISTA~~	RIVERBANK	CA	95367~~92084~~	~~858-560-4010~~(209) 410-	Lillian Duran~~Michael~~
3296~~3~~	1~~4~~	46310 PANOCHOE RD~~SAN DIEGO~~	FIREBAUGH~~CA~~	CA~~9211~~	93622~~858-56~~	(559) 681-	Prisca Thomas
3300~~3~~	1~~4~~	73910 HIGHWAY 111 SUITE	PALM DESERT~~CA~~	CA~~9205~~	92260~~858-56~~	(562) 440-	Master Email
3300~~3~~	~~815~~	6432 ADOBE ROAD~~TEHACHAPI~~	TWENTYNINE PALMS~~CA~~	CA~~9356~~	92277~~661-81~~	(562) 440-2771~~Taher-~~	Master Email
3300~~3~~	5~~7~~	1139 EAST ALOSTA AVE~~DUBLIN~~	AZUSA~~CA~~	CA~~9456~~	91702~~925-75~~	(562) 440-	Master Email
3300~~3~~	6~~2~~	1251 E. MAIN ST.~~RIVERBANK~~	BARSTOW~~CA~~	CA~~9536~~	92311~~209-41~~	(562) 440-2771~~Lillian-~~	Master Email
3309~~3~~	1~~4~~	2800 MCHENRY AVENUE, STE	MODESTO~~CA~~	CA~~9362~~	95350~~559-68~~	(530) 844-4896~~Prisca-~~	TANVIR PAHAL
3309~~3~~	3~~7~~	1925 N STREET~~PALM DESERT~~	NEWMAN~~CA~~	CA~~9226~~	95360~~562-44~~	~~Binoy Kothari~~(530) 844-	TANVIR PAHAL
3309~~3~~	4~~1~~	4925 SISK ROAD , STE 104~~AZUSA~~	SALIDA~~CA~~	CA~~9170~~	95368~~562-44~~	~~Binoy Kothari~~(530) 844-	TANVIR PAHAL
3309~~3~~	5~~6~~	2100 STANDIFORD, STE A1~~TWENTYNINE~~	MODESTO~~CA~~	CA~~9227~~	95350~~562-44~~	~~Binoy Kothari~~(530) 844-	TANVIR PAHAL
3311~~3~~	1~~1~~	5433 CLAYTON RD. SUITE L~~BARSTOW~~	CLAYTON~~CA~~	CA~~9231~~	~~562-440-2771~~	~~Binoy Kothari~~(925) 759-	Kulwant Singh
3316~~3~~	~~280~~	6025 SNELL AVE~~MODESTO~~	SAN JOSE~~CA~~	CA~~9535~~	95123~~530-84~~	(408) 500-	Gurbrinder Sandhu
3316~~3~~	~~492~~	4767 LAFAYETTE STREET~~SALIDA~~	SANTA CLARA~~CA~~	CA~~9536~~	95054~~530-84~~	(408) 500-	Gurbrinder Sandhu
3316~~3~~	~~210~~	1795 HILLSDALE AVE #30~~MODESTO~~	SAN JOSE~~CA~~	CA~~9535~~	~~530-844-4896~~	(408) 500-	Gurbrinder Sandhu
3316~~3~~	5~~1~~	660 MAGNOLIA~~NEWMAN~~	MILLBRAE~~CA~~	CA~~9536~~	94030~~530-84~~	(408) 500-	Gurbrinder Sandhu

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3316~~3~~	6~~5~~	2193 ROOSEVELT CENTER~~CLAYTON~~	REDWOOD CITY	CA	94061	~~925-759-5648~~(408) 500-	Gurbrinder
3316-~~0~~	7~~6~~	1000 KING DRIVE~~SAN JOSE~~	DALY CITY	CA	94015	(408-) 500--9660	Gurbrinder Sandhu
3366~~3~~	1	~~1795 HILLSDALE~~881-A MARKHAM AVE-~~#30~~.	VACAVILLE~~SAN JOSE~~	CA	95688	(408-~~500-9660~~) 912-	PARMINDER
3366~~3~~	2~~2~~	1145 PITT SCHOOL ROAD, UNIT	DIXON	CA	95620	(408-~~500-9660~~) 912-	PARMINDER
3366~~3~~	3~~1~~	1929 PEABODY RD STE A~~DALY CITY~~	VACAVILLE	CA	95687	(408-~~500-9660~~) 912-	PARMINDER
3366~~3~~	4~~6~~	1690 WEST TEXAS STREET~~MILLBRAE~~	FAIRFIELD	CA	94533	(408-~~500-9660~~) 912-	PARMINDER
3366~~3~~	5~~4~~	90 CHARTER OAK AVE~~SANTA CLARA~~	SAN FRANCISCO	CA	94016	(408-~~500-9660~~) 912-	PARMINDER
3370~~3~~	1~~1~~	6935 LONE TREE WAY STE D~~FAIRFIELD~~	BRENTWOOD	CA	94513	(408-~~912-4609~~) 705-	Tomas
3370~~3~~	~~881~~	2170 MAIN ST~~VACAVILLE~~	OAKLEY	CA	94561	(408-~~912-4609~~) 705-	Tomas
3400~~3~~	~~114~~	1048 CASITAS PASS RD~~DIXON~~	CARPENTERIA	CA	93013	~~408-912-4609~~(805) 760-	Rajinder
3400~~3~~	~~192~~	109 SOUTH FAIRVIEW AVE STE E~~VACAVILLE~~	GOLETA	CA	93117	~~408-912-4609~~(805) 760-	Rajinder
3413~~3~~	1~~2~~	652 VENTURA STREET~~OAKLEY~~	FILLMORE	CA	93015	~~408-705-6950~~(805) 918-	Harnoor Bains~~Tomas~~
3425~~3~~	~~693~~	11273 CAMINO RUIZ~~BRENTWOOD~~	SAN DIEGO	CA	92126	~~408-705-6950~~(760) 580-	tony dao~~Tomas Guillen~~
3428~~3~~	1	~~1048 CASITAS PASS~~1020 SPERRY RD STE A	PATTERSON~~CARPENTERIA~~	CA	95363	~~805-760-4999~~(530) 844-	TANVIR Pahal~~Rajinder~~
3428~~3~~	~~109~~	13778 MONO WAY~~GOLETA~~	SONORA	CA	95370	~~805-760-4999~~(530) 844-	TANVIR Pahal~~Rajinder~~
3428~~3~~	3	~~652 VENTURA~~120 F STREET, STE A	OAKDALE~~FILLMORE~~	CA	95361	~~805-918-3987~~(530) 844-	TANVIR Pahal~~Harnoor~~
3437~~3~~	1~~1~~	28010 VALLEY CENTER RD~~SAN DIEGO~~	VALLEY CENTER CA	CA~~9212~~	92082	(760-) 580-~~0123~~-1436	Dave Bohorquez~~tony~~
3439~~3~~	1	~~1020 SPERRY~~690 HILLGATE RD	ARBUCKLE~~PATTERSON~~	CA	95912	(530-~~844-4896~~) 476-	Kabul Singh~~Tanvir Pahal~~
3448~~3~~	1~~1~~	906 N CHINA LAKE BLVD~~SONORA~~	RIDGECREST	CA	93555	~~530-844-4896~~(661) 477-	Johnny Baklini~~Tanvir~~
3448~~3~~	~~120~~	242 S. IMPERIAL AVE.~~OAKDALE~~	EL CENTRO	CA	92243	~~530-844-4896~~(661) 477-	Johnny Baklini~~Tanvir~~
3448~~3~~	9~~2~~	1113 IMPERIAL AVENUE~~VALLEY CENTER CA~~	CALEXICO~~CA~~	~~92082~~C	92231	(661) 477-3674~~Dave~~	Johnny Baklini
3448~~3~~	~~690~~	283 MAIN ST.~~ARBUCKLE~~ STE A	BRAWLEY~~CA~~	~~95912~~C	92227	(661) 477-3674~~Kabul~~	Johnny Baklini
3461~~3~~	1~~9~~	1850 GRASS VALLEY HIGHWAY STE	AUBURN~~CA~~	CA~~9355~~	95603	(916) 308-	Manveer Singh
3462~~3~~	1~~2~~	1536 HIGHWAY 99~~EL CENTRO~~	GRIDLEY~~CA~~	CA~~9224~~	95948	(530) 755-	Tajinder Kaur
3462~~3~~	2~~1~~	6848 SKYWAY #A~~CALEXICO~~	PARADISE~~CA~~	CA~~9223~~	95969	(530) 755-	Tajinder Kaur
3494~~3~~	1~~2~~	11870 SANTA MONICA BLVD STE	LOS ANGELES~~CA~~	CA~~9222~~	90025	(310) 710-	hany mansour
3498~~3~~	~~185~~	39237 CEDAR BLVD~~AUBURN~~	NEWARK~~CA~~	CA~~9560~~	94560	(510) 695-	Harpreet Kaur
3546~~3~~	1~~1~~	2260 ORO DAM BLVD #A~~GRIDLEY~~	OROVILLE~~CA~~	CA~~9594~~	95966	(530-~~755-6880~~) 624-	Baljinder Singh~~Tajinder~~
3562~~3~~	1~~6~~	69030 RAMON ROAD~~PARADISE~~	CATHEDRAL CITY~~CA~~	CA~~9596~~	92234	(805) 727-	navreet Bopari
3562~~3~~	~~118~~	57554 29 PALMS HWY~~LOS ANGELES~~	YUCCA VALLEY~~CA~~	CA~~9002~~	92284	~~HANY MONSOUR~~(805)	navreet Bopari
3562~~3~~	6~~3~~	13313 PALM DRIVE UNIT L~~NEWARK~~	DESERT HOT SPRINGS~~CA~~	CA~~9456~~	92240	(805) 727-	navreet Bopari
3562~~3~~	7~~2~~	1717 E. VISTA CHINO UNIT B4~~OROVILLE~~	PALM SPRINGS~~CA~~	CA~~9596~~	92262	(805) 727-	navreet Bopari
3562-~~0~~	8~~6~~	1496 RAMSEY ST~~CATHEDRAL CITY~~	BANNING~~CA~~	CA~~9223~~	92220	(805-) 727--1105	navreet Bopari
3586~~3~~	1~~5~~	1340 E. COVELL BLVD. UNIT 103~~YUCCA~~	DAVIS~~CA~~	CA~~9228~~	95616	(916) 798-	Jay Lehal

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3598	~~133~~	1410-C BRIDGE ST~~DESERT HOT SPRINGS~~	YUBA CITY	CA	95993~~922~~	~~805-727-1105~~(530) 635-	Amanveer
3598	2~~17~~	955 GARDEN HWY STE C~~PALM SPRINGS~~	YUBA CITY	CA	95991~~922~~	~~805-727-1105~~(530) 635-	Amanveer
3599	1~~14~~	906 B STREET STE D~~BANNING~~	MARYSVILLE	CA	95901~~922~~	~~805-727-1105~~(916) 778-	Preetvir
3599	2~~13~~	5062 POWERLINE RD #100~~DAVIS~~	OLIVEHURST	CA	95961~~956~~	(916~~-798-3050~~) 778-	Preetvir Bains~~Jay~~
3600	~~141~~	3964 MISSOURI FLAT RD STE E~~YUBA CITY~~	PLACERVILLE	CA	95667~~959~~	(530~~-635-5288~~) 624-	Baljinder
3601	~~955~~	716 FREEMAN LANE STE C-1~~YUBA CITY~~	GRASS VALLEY	CA	95949~~959~~	(530~~-635-5288~~) 624-	Baljinder
3615	~~906~~	4475 EAST TREAT BOULEVARD STE	CONCORD	CA	94521~~959~~	~~916-778-8942~~(925) 437-	Sukhwant
3615	3~~50~~	3940 WALNUT ROAD~~OLIVEHURST~~	BRENTWOOD	CA	94513~~959~~	~~916-778-8942~~(925) 437-	Sukhwant
3617	~~396~~	4021 WOODCREEK OAKS BLVD STE	ROSEVILLE	CA	95747~~956~~	~~530-624-5999~~(916) 778-	Tejinder "TJ"
3629	~~716~~	120 GATEWAY DRIVE STE B100~~GRASS VALLEY~~	LINCOLN	CA	95648~~959~~	~~530-624-5999~~(916) 295-	~~Baljinder~~Gurjit Singh
3635	1~~28~~	605 EAST BIDWELL STREET~~PLEASANTON~~	FOLSOM	CA	95630~~945~~	~~925-437-6227~~(907) 317-	Amandeep
3648	1~~39~~	4972 WARNER AVE~~BRENTWOOD~~	HUNTINGTON BEACH	CA	92649~~945~~	~~925-437-6227~~(714) 655-	Colleen
3656	~~447~~	29700 RANCHO CALIFORNIA STE	TEMECULA	CA	92591~~945~~	~~925-437-6227~~(714) 598-	Harneet
3656	2	~~4021 WOODCREEK~~40525 CALIFORNIA OAKS	MURRIETA~~ROSEVILLE~~	CA	92562~~957~~	~~916-778-8941~~(714) 598-	Harneet
3658	~~120~~	1501 ACADEMY AVENUE STE 101~~LINCOLN~~	SANGER	CA	93657~~956~~	~~916-295-4694~~(559) 824-	Shawn Xiong~~Gurjit~~
3715	1~~60~~	1212 YORBA LINDA BLVD~~FOLSOM~~	PLACENTIA	CA	92870~~956~~	~~907-317-7509~~(714) 853-	Abdelmalak
3717	1~~49~~	619 S. GAFFEY STREET~~HUNTINGTON BEACH~~	SAN PEDRO	CA	90731~~926~~	~~714-655-5384~~(562) 760-	Tamer Thabet~~James~~
3718	1~~29~~	4790 ROCKLIN RD~~TEMECULA~~	ROCKLIN	CA	95677~~925~~	~~714-598-9454~~(916) 753-	Ravinder
3721	~~405~~	2813 REDWOOD PKWY~~MURRIETA~~	VALLEJO	CA	94591~~925~~	~~714-598-9454~~(530) 624-	Baljinder
3738	~~150~~	300 W MAIN ST~~SANGER~~	WESTMORLAND	CA	92281~~936~~	~~559-824-6963~~(818) 554-	Peter
3749	1~~61~~	7855 MADISON AVE SUITE A~~SAN PEDRO~~	~~CA~~CITRUS HEIGHTS	CA~~9073~~	~~562-760-37~~	(530) 518-0447~~Tamer~~	Pritpal Bains
3778	1~~47~~	5555 WOODRUFF AVENUE~~ROCKLIN~~	LAKEWOOD~~CA~~	CA~~9567~~	90713~~916-~~	(949) 310-	Sameh Mansour
3780	1~~28~~	6915-2 PARADISE VALLEY ROAD~~VALLEJO~~	SAN DIEGO~~CA~~	CA~~9459~~	92139~~530-~~	(619) 818-	Damion Anglin
3784	1~~30~~	2086 C FOOTHILL BLVD~~WESTMORLAND~~	LA VERNE~~CA~~	CA~~9228~~	91750~~818-~~	~~Botrous Dahabreh~~(310)	Doug O'Neill
3834	1	~~7855 MADISON AVE~~3001 BONITA ROAD SUITE	~~CITRUS HEIGHTS~~CHULA	CA	~~95610~~919	~~530-518-0447~~(619) 200-	Tony Bith~~Pritpal~~
~~0238~~	1	1175 S PRAIRIE AVENUE	PUEBLO	CO	81005	(719-) 250--2720	Dave Feamster
~~0238~~	2	1230 BONFORTE BLVD	PUEBLO	CO	81001	(719-) 250--2720	Dave Feamster
~~0238~~	4	1203 S MAIN STREET	LAMAR	CO	81052	(719-) 250--2720	Dave Feamster
~~0238~~	6	4104 OUTLOOK BLVD	PUEBLO	CO	81008	(719-) 250--2720	Dave Feamster
~~0238~~	8	7 CONLEY RD., SUITE 101	LA JUNTA	CO	81050	(719-) 250--2720	Dave Feamster
~~0238~~	9	74 N. MCCULLOUCH #110	PUEBLO WEST	CO	81007	(719-) 250--2720	Dave Feamster
1396	10	11605 MERIDAN MARKET VIEW STE 112	FALCON	CO	80831	(719-) 238--2807	Adam Scruggs
1412	2	5066 S. WADSWORTH BLVD.	LITTLETON	CO	80123	(303-) 514--8449	Jay Beard
1632	**128**~~1~~	4600 TOWER RD SUITE 120~~LAKEWOOD~~	DENVER	CO	80249~~802~~	(801-) 913--1159	Josh Hill

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Franchise Stores in the USA as of 12/31/2023

1632	**1017**	1395 SOUTH SHERIDAN BLVD~~WHEAT~~	LAKEWOOD	CO	80232~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**102**	7777 W. 38TH~~2001 WEST ALAMEDA~~ AVE~~.~~	WHEAT RIDGE~~DENVER~~	CO	80033~~802~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1042**	2001 WEST ALAMEDA AVE.	DENVER	CO	80223~~802~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1061**	2969 S. FEDERAL BLVD.~~GRAND~~	DENVER	CO	80236~~815~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1074**	1840 NORTH 12TH~~DENVER~~	GRAND JUNCTION	CO	81501~~802~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1081**	4916 FEDERAL BLVD.~~AURORA~~	DENVER	CO	80221~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	~~3210~~	16881 E. ILIFF AVE.~~CLIFTON~~	AURORA	CO	80013~~815~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1109**	3210 I-70 BUSINESS LOOP #16	CLIFTON	CO	81520~~802~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1111**	9190 PECOS ST~~AURORA~~	THORNTON	CO	80221~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1123**	10496 E COLFAX	AURORA	CO	80010~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1137**	3105 S. PEORIA ST.~~DENVER~~	AURORA	CO	80014~~802~~ ~~801-913-1159~~		~~Josh Hill~~
1632	~~8770~~	7150 LEETSDALE DRIVE~~ARVADA~~	DENVER	CO	80224~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**115**	~~2045 SHERIDAN~~8770 WADSWORTH BLVD~~.~~	ARVADA~~EDGEWATER~~	CO	80003~~802~~ ~~801-913-1159~~		~~Josh Hill~~
1632	~~4261~~	2045 SHERIDAN BLVD. STE J~~AURORA~~	EDGEWATER	CO	80214~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1171**	4261 S BUCKLEY ROAD UNIT	AURORA	CO	80013~~802~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1187**	11098 WEST JEWELL AVE~~WESTMINSTER~~	LAKEWOOD	CO	80232~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1195**	7211 N SHERIDAN BLVD~~COMMERCE CITY~~	WESTMINSTER	CO	80003~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1205**	5940 EAST 64TH AVENUE~~DENVER~~	COMMERCE CITY	CO	80022~~802~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1211**	5135 CHAMBERS RD. SUITE	DENVER	CO	80239~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1242**	10459 CHAMBERS ROAD~~BROOMFIELD~~	COMMERCE CITY	CO	80022~~800~~ ~~801-913-1159~~		~~Josh Hill~~
1632	**1251**	7792 WASHINGTON ST~~COMMERCE CITY~~	~~CO~~DENVER	CO~~8002~~	80229~~801~~ ~~Josh Hill~~		
1632	**1267**	1700 WEST MIDWAY BLVD~~DENVER~~	BROOMFIELD~~CO~~	CO~~8022~~	80020~~801~~ ~~Josh Hill~~		
1632	**1274**	2420 EAST MIDWAY BLVD UNIT	BROOMFIELD~~CO~~	CO~~8060~~	80020~~720~~ ~~Renee Fleming~~		
1783	1	1100 SGT JON STILES DR STE 102	HIGHLANDS RANCH	CO	80129	(303-) 246--3510	Joseph Sugrue
1920	1	300 S. 6TH~~220 N PALMER~~ ST	MONTROSE~~DELTA~~	CO	81401~~814~~	(970-) 708--7713	Anthony Jiron
1920	2	220 N PALMER~~300 S. 6TH~~ ST	DELTA~~MONTROSE~~	CO	81416~~814~~	(970-) 708--7713	Anthony Jiron
2006	1	3502 HARTSEL DRIVE	COLORADO SPRINGS	CO	80920	(248-) 467--4643	Brian Scruggs
2069	1	1400 DEXTER ST. SUITE B	FORT LUPTON	CO	80621	(303-) 927--9752	David Maddox
2069	2	532 W. MAIN STREET	STERLING	CO	80751	(303-) 927--9752	David Maddox
3154	~~323~~	5050 S FEDERAL BLVD UNIT 26~~EVANS~~	ENGLEWOOD~~CO~~	CO~~8062~~	80110	(951-) 609--5500	Sean Varvello
3154	103	5781 E. 128TH AVE. UNIT 110~~GREELEY~~	THORNTON~~CO~~	CO~~8063~~	80602	(951-) 609--5500	Sean Varvello
3154	11	41 N. 42ND~~5781 E. 128TH~~ AVE~~.~~	BRIGHTON~~THORNTON~~	CO	80601~~806~~	(951-) 609--5500	Sean Varvello
3154	125	3230 23RD AVENUE STE	EVANS~~CO~~	CO~~8011~~	80620	(951-) 609--5500	Sean Varvello
3154	13	3487 W. 10TH~~1760 BROAD~~ STREET UNIT D	GREELEY~~MILLIKEN~~	CO	80634~~805~~	~~970-339-4775~~(951) 609-	Sean

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Franchise Stores in the USA as of 12/31/2023

31903	1	1760 BROAD~~1753 N. MAIN~~ STREET	MILLIKEN~~LONGMONT~~	CO	80543~~805~~	~~209-404-5780~~(970) 339-	Crystal
3330-0	1~~1~~	1753 N. MAIN STREET	LONGMONT	CO	80501	(209-) 404--5780	John Gauthier
3330-0	~~153~~	1020 KEN PRATT BLVD~~WINDSOR~~	LONGMONT	CO	80501~~805~~	(209-) 404--5780	John Gauthier
33303	3~~4~~	1530 MAIN ST, UNIT D~~COLORADO SPRINGS~~	WINDSOR	CO	80550~~809~~	(209~~-518-9672~~) 404-5780	John
3356-0	**1**~~2~~	4535 AUSTIN BLUFFS PKWY	COLORADO SPRINGS	CO	80918~~809~~	(209-) 518--9672	Carter Asefi
3356-0	**2**~~5~~	2909 GALLEY ROAD	COLORADO SPRINGS	CO	80909~~809~~	(209-) 518--9672	Carter Asefi
3356-0	**3**~~7~~	5859 CONSTITUTION	COLORADO SPRINGS	CO	80922~~809~~	(209-) 518--9672	Carter Asefi
3356-0	~~696~~	716 CHEYENNE MEADOWS ROAD~~FOUNTAIN~~	COLORADO SPRINGS	CO	80906~~808~~	(209-) 518--9672	Carter Asefi
3356-0	~~187~~	6965 MESA RIDGE PARKWAY, STE	FOUNTAIN	CO	80817~~809~~	(209-) 518--9672	Carter Asefi
3356-0	**6**	~~5885 STETSON HILLS~~1877 S ACADEMY BLVD	COLORADO SPRINGS	CO	80916~~809~~	(209-) 518--9672	Carter Asefi
3356~~3~~	**7**~~1~~	5885 STETSON HILLS BLVD , STE 140~~FORT~~	COLORADO SPRINGS	CO	80923~~805~~	~~208-860-7444~~(209) 518-	Carter Asefi~~Dustin~~
3433-0	**1**	129 E. 37TH STREET	LOVELAND	CO	80538	(208-) 860--7444	Dustin Preece
3433-0	**2**	1115 W PROSPECT RD	FORT COLLINS	CO	80526	(208-) 860--7444	Dustin Preece
3433~~3~~	**3**	1514 E. HARMONY~~900 AIRPORT~~ ROAD	FORT COLLINS~~RIFLE~~	CO	80525~~816~~	~~435-219-2098~~(208) 860-	Dustin
34523	1~~4~~	900 AIRPORT ROAD~~CASTLE ROCK~~	RIFLE	CO	81650~~801~~	~~248-467-4643~~(435) 219-	Jazmine Bartel~~Brian~~
3466-0	~~170~~	4625 TRAIL BOSS DR.~~PARKER~~	CASTLE ROCK	CO	80104~~801~~	(248-) 467--4643	Brian Scruggs
34663	2~~2~~	17002 EAST MAINSTREET, UNIT C~~ALAMOSA~~	PARKER	CO	80134~~811~~	~~435-590-3024~~(248) 467-	Brian Scruggs~~Beth~~
35601	2~~7~~	2431 MAIN ST~~DANBURY~~	ALAMOSA~~CT~~	CO~~6810~~	81101~~518-~~	~~Raj Dhiman~~(435) 590-3024	Beth Williams
19061	2~~6~~	72 NEWTOWN RD~~NEW BRITAIN~~	DANBURY	CT	6810~~6053~~	~~313-995-6769~~(518) 369-	Rajesh
1921-0	1	665 W.~~609 WEST~~ MAIN ST.	NEW BRITAIN~~NORWICH~~	CT	6053~~6360~~	(313-) 995--6769	Fouad Tekko
19213	~~186~~	~~BRIDGEPORT~~609 WEST MAIN ST	NORWICH	CT	~~6606~~6360	~~518-369-9542~~(313) 995-	Fouad Tekko~~Rajesh~~
302120	5	186~~1400~~ NORTH ~~DUPONT HIGHWAY~~AVE	BRIDGEPORT~~NEW CASTLE~~	~~DE~~CT	~~1972~~0660	~~302-834-7765~~(518) 369-	~~Garren Lisicki~~Rajesh
331320	1~~5~~	432 E MARKET ST~~SMYRNA~~	GEORGETOWN	DE	19947~~199~~	(302~~-834-7765~~) 853-2296	Carla Johnson~~Garren~~
34993	2~~4~~	22802 SUSSEX HWY~~GEORGETOWN~~	SEAFORD	DE	19973~~199~~	~~302-853-2296~~(559) 304-	Jaidev Kang~~Carla~~
~~3401-0~~	2~~1~~	599 JIMMY DR~~WILMINGTON~~	SMYRNA	DE	19977~~198~~	~~267-975-2196~~(99999773)	~~liang chen~~Danny
365534	1~~1~~	286 SOUTH DUPONT HWY~~BEAR~~	DOVER	DE	19901~~197~~	~~267-975-2196~~(347) 968-	Muhammad
365534	2~~2~~	670 NORTH DUPONT BLVD~~WILMINGTON~~	MILFORD	DE	19963~~198~~	~~267-975-2196~~(347) 968-	Muhammad
~~3401-0~~	~~361~~	1401 LATIMER CIRCLE	WILMINGTON	DE	19805~~198~~	~~267-975-2196~~(856) 425-	~~liang chen~~Kiren Patel
38043	27~~2~~	1013 GOVERNORS PLACE~~SEAFORD~~	BEAR	DE	19701~~199~~	~~559-304-4480~~(856) 425-	Kiren Patel~~Jaidev~~
38043	28~~6~~	2500 FOULK RD~~MILFORD~~	WILMINGTON	DE	19810~~199~~	~~347-968-0475~~(856) 425-	Kiren
38043	29~~2~~	3613-D KIRKWOOD HIGHWAY~~DOVER~~	WILMINGTON	DE	19808~~199~~	~~347-968-0475~~(856) 425-	Kiren
~~0284-0~~	10	3953 SW SR 47 SUITE 101	LAKE CITY	FL	32024	(386-) 867--0268	Jared Cady
~~0832-0~~	1	4911 RATTLESNAKE HAMMOCK	NAPLES	FL	34113	(239-) 404--1550	Kari O'Dell
121012	9~~1~~	1073 NORTH TOLEDO BLADE BLVD, UNIT A-	NORTH PORT	FL	34288~~344~~	~~352-804-5354~~(989) 313-	ryan Strohkirch

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Franchise Stores in the USA as of 12/31/2023

1210~~12~~	~~207~~	2866 RINGLING BLVD.~~STARKE~~	SARASOTA	FL	34237	~~352-804-5354~~(989) 313-	ryan Strohkirch
1210~~12~~	~~698~~	4599 BEE RIDGE ROAD~~MACCLENNY~~	SARASOTA	FL	34233	~~352-804-5354~~(989) 313-	ryan Strohkirch
1253~~12~~	3~~1~~	8017 FRONT BEACH ROAD~~DUNNELLON~~	PANAMA CITY BEACH	FL	32407	~~352-804-5354~~(850) 624-	Joe Giamportone
1253~~1~~	~~107~~	2400 S HIGHWAY 77~~NORTH PORT~~	LYNN HAVEN	FL	32444	~~989-313-2033~~(850) 624-	Joe Giamportone~~Ryan~~
1253~~1~~	5~~2~~	531 S TYNDALL PKWY~~SARASOTA~~	CALLAWAY	FL	32404	~~989-313-2033~~(850) 624-	Joe Giamportone~~Ryan~~
1293~~1~~	2~~4~~	2301 LAKELAND HILLS BLVD~~SARASOTA~~	LAKELAND	FL	33805	~~989-313-2033~~(863) 413-	Tom Higley~~Ryan~~
1293~~1~~	3~~5~~	ORBIT CAFÉ SR 405, MAIL CODE	KENNEDY SPACE CENTER	FL	32899	~~850-624-5683~~(863) 413-	Tom Higley~~Joe~~
1331~~1~~	1~~8~~	4222 HIGHWAY 90~~PANAMA CITY BEACH~~	PACE	FL	32571	(850-~~624-5683~~) 232-	darrin
1331~~1~~	2~~2~~	400 N. NAVY BLVD~~LYNN HAVEN~~	PENSACOLA	FL	32507	(850-~~624-5683~~) 232-	darrin
1331~~1~~	~~TIG~~	6879 N. 9TH AVENUE~~LAKELAND~~	PENSACOLA	FL	32504	~~863-413-4176~~(850) 232-	darrin
1331~~1~~	~~OR~~	4600 MOBILE HWY SUITE 1~~KENNEDY SPACE~~	PENSACOLA	FL	32506	~~863-413-4176~~(850) 232-	darrin
1331-~~0~~	5	1550 S HWY 29	CANTONMENT	FL	~~32533~~	(850-) 232-~~-~~8646	darrin Leatherberry
1402~~1~~	1~~4~~	661 BLANDING BLVD.~~PACE~~	ORANGE PARK	FL	32073	~~850-232-8646~~(904) 710-	Simon Bagous~~darrin~~
1402~~1~~	2~~4~~	7645 MERRILL ROAD~~PENSACOLA~~	JACKSONVILLE	FL	32277	~~850-232-8646~~(904) 710-	Simon Bagous~~darrin~~
1402~~1~~	3~~6~~	2468 BLANDING BLVD~~PENSACOLA~~	MIDDLEBURG	FL	32068	~~850-232-8646~~(904) 710-	Simon Bagous~~darrin~~
1402~~1~~	4~~4~~	3541 UNIVERSITY BLVD WEST~~PENSACOLA~~	JACKSONVILLE	FL	32217	~~850-232-8646~~(904) 710-	Simon Bagous~~darrin~~
1402-~~0~~	5~~6~~	11101-3 OLD ST. AUGUSTINE RD~~ORANGE~~	JACKSONVILLE	FL	32257	(904-) 710-~~-~~1941	Simon Bagous
1441~~1~~	2~~7~~	5096 FOREST HILL BLVD. STE	WEST PALM BEACH	FL	33415	~~904-710-1941~~(313) 510-	ELI Moubarak~~Simon~~
1516~~1~~	1~~2~~	4870 GOLDEN GATE PKWY~~MIDDLEBURG~~	NAPLES	FL	34116	~~904-710-1941~~(239) 200-	Luis Velez~~Simon~~
1516~~1~~	2~~3~~	525 NORTH 15TH STREET~~JACKSONVILLE~~	IMMOKALEE	FL	34142	~~904-710-1941~~(239) 200-	Luis Velez~~Simon~~
1516~~1~~	3	~~11101-3 ST. AUGUSTINE~~5337 AIRPORT	~~JACKSONVILLE~~NAPLES	FL	~~32257~~	~~904-710-1941~~(239) 200-	Luis Velez~~Simon~~
1516~~1~~	4~~5~~	26801 OLD 41 ROAD~~WEST PALM BEACH~~	BONITA SPRINGS~~FL~~	FL~~334~~	34135	~~Eli Moubarak~~(239) 200-	Luis Velez
1516-~~0~~	5~~4~~	12975 COLLIER BLVD STE 103	NAPLES	FL	34116	(239-) 200-~~-~~3511	Luis Velez
1529~~1~~	1~~5~~	1715 CAPE CORAL PARKWAY W UNIT	~~FL~~CAPE CORAL	FL~~341~~	33914	(248) 613-7330~~Luis~~	Jim Addis
1529~~1~~	2	~~12975 COLLIER~~14002 PALM BEACH BLVD	FORT MYERS~~NAPLES~~	FL	33905	~~239-200-3511~~(248) 613-	Jim Addis~~Luis Velez~~
1529~~1~~	3~~2~~	3004 LEE BLVD~~BONITA SPRINGS~~	LEHIGH ACRES~~FL~~	FL~~341~~	33971	(248) 613-7330~~Luis~~	Jim Addis
1529~~1~~	~~533~~	~~NAPLES~~19451 S TAMIAMI TRAIL UNIT 106	FORT MYERS~~FL~~	~~34109~~	33908	(248) 613-7330~~Luis~~	Jim Addis
1529-~~0~~	5	~~30 HANCOCK~~75 N BRIDGE ~~PKWY W~~STREET	~~CAPE CORAL~~LABELLE	FL	~~33991~~	(248-) 613-~~-~~7330	Jim Addis
1529-~~0~~	~~171~~	560 PINE ISLAND RD~~CAPE CORAL~~	NORTH FORT MYERS~~FL~~	FL~~339~~	33903	(248-) 613-~~-~~7330	Jim Addis
1529-~~0~~	~~140~~	~~FORT MYERS~~30 HANCOCK BRIDGE PKWY W	CAPE CORAL~~FL~~	~~33905~~	33991	(248-) 613-~~-~~7330	Jim Addis
1530~~1~~	4~~3~~	1245 E LAFAYETTE ST~~LEHIGH ACRES~~	TALLAHASSEE~~FL~~	FL~~339~~	32301	(229) 886-3723~~Jim~~	Anthony King
1530~~1~~	~~194~~	2580 N. MONROE STREET STE B~~FORT MYERS~~	TALLAHASSEE~~FL~~	FL~~339~~	32303	(229) 886-3723~~Jim~~	Anthony King
1531~~1~~	1	2202 N. YOUNG~~75 N BRIDGE STREET~~ BLVD.	CHIEFLAND~~LABELLE~~	FL	32626	~~248-613-7330~~(386) 623-	JAMES Minchin~~Jim~~
1531~~1~~	2~~5~~	841 STATE HWY 19~~NORTH FORT MYERS~~	PALATKA~~FL~~	FL~~339~~	32177	(386) 623-6840~~Jim~~	JAMES Minchin

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1613	5~~1245~~	1363 N MILITARY TRL~~TALLAHASSEE~~	WEST PALM BEACH	FL	33409	~~229-886-3723~~(847) 309-	Timothy
1613	6~~2580~~	2105 S PARROTT AVE STE	OKEECHOBEE	FL	34974	~~229-886-3723~~(847) 309-	Timothy
1613	7	11328 OKEECHOBEE~~2202 N. YOUNG~~ BLVD~~.~~	ROYAL PALM	FL	33411	~~386-623-6840~~(847) 309-	~~James~~
1632	**600**	734 SOUTH GOLDENROD, SPACE B-	ORLANDO	FL	32822	~~386-623-6840~~(801) 913-	Josh Hill~~James~~
1632	**601**	11222 E. COLONIAL DR.~~WEST PALM~~	ORLANDO	FL	32817	~~847-309-7236~~(801) 913-	Josh Hill~~Timothy~~
1632	~~210~~	1982 OSCEOLA PARKWAY~~OKEECHOBEE~~	KISSIMMEE	FL	34743	~~847-309-7236~~(801) 913-	Josh Hill~~Timothy~~
1632	**603**	2760 HOPKINS AVE~~AUBURNDALE~~	TITUSVILLE	FL	32780	(801-) 913--1159	Josh Hill
1632	**604**	1606 E SILVER STAR RD~~WINTER HAVEN~~	OCOEE	FL	34761	(801-) 913--1159	Josh Hill
1632	**605**	2711 CLEARLAKE ROAD UNIT C7~~BARTOW~~	COCOA	FL	32922	(801-) 913--1159	Josh Hill
1632	**606**	1559 N. SINGLETON AVE~~LAKE WALES~~	TITUSVILLE	FL	32796	(801-) 913--1159	Josh Hill
1632	**607**	4651 BABCOCK STREET, N.E.	PALM BAY	FL	32905	(801-) 913--1159	Josh Hill
1632	**608**	190 MALABAR RD SUITE 115~~KISSIMMEE~~	PALM BAY	FL	32907	(801-) 913--1159	Josh Hill
1632	**610**	12430 LAKE UNDERHILL ROAD~~OCOEE~~	ORLANDO	FL	32828	(801-) 913--1159	Josh Hill
1632	**611**	1682 PROVIDENCE BOULEVARD	DELTONA	FL	32725	(801-) 913--1159	Josh Hill
1632	**612**	3705 MURRELL ROAD~~CLEARWATER~~	ROCKLEDGE	FL	32955	(801-) 913--1159	Josh Hill
1632	**613**	1080 N. WICKHAM ROAD UNIT A~~4004 N~~	MELBOURNE~~TAMPA~~	FL	32935	(801-) 913--1159	Josh Hill
1632	~~692~~	5149 JOHN YOUNG PARKWAY~~PORT RICHEY~~	ORLANDO	FL	32839	(801-) 913--1159	Josh Hill
1632	**615**	7045 CLARCONA OCOEE ROAD~~NEW PORT~~	ORLANDO	FL	32818	(801-) 913--1159	Josh Hill
1632	**616**	13651 HUNTERS OAK DRIVE~~HUDSON~~	ORLANDO	FL	32837	(801-) 913--1159	Josh Hill
1632	**617**	1084 LEE ROAD SUITE 3~~DAVENPORT~~	ORLANDO	FL	32810	(801-) 913--1159	Josh Hill
1632	~~192~~	4020 CURRY FORD RD~~NORTH HOLIDAY~~	ORLANDO~~FL~~	~~34691~~FL	32806	(801-) 913--1159	Josh Hill
1632	**620**	8734 LEE VISTA BLVD.~~TAMPA~~	ORLANDO~~FL~~	FL~~3361~~	32829	(801-) 913--1159	Josh Hill
1632	**621**	495 N. SEMORAN BLVD~~KISSIMMEE~~	~~FL~~WINTER PARK	FL~~3474~~	32792	(801-) 913--1159	Josh Hill
1632	**622**	~~4201 N DALE MABRY~~4577 US HWY 192	ST CLOUD~~TAMPA~~	FL	~~33607~~	(801-) 913--1159	Josh Hill
1632	**623**	~~14027~~1013 WEST ~~COLONIAL DRIVE~~VINE	KISSIMMEE~~WINTER~~	FL	~~34787~~	(801-) 913--1159	Josh Hill
1632	**624**	369 CYPRESS PARKWAY~~SANFORD~~	KISSIMMEE~~FL~~	FL~~3277~~	34759	(801-) 913--1159	Josh Hill
1632	**625**	7 ALAFAYA WOODS BLVD #3000~~ST~~	OVEIDO~~FL~~	~~33713~~FL	32765	(801-) 913--1159	Josh Hill
1632	**627**	1067 BRUCE B DOWNS~~AVON PARK~~	WESLEY CHAPEL~~FL~~	~~33825~~FL	33543	(801-) 913--1159	Josh Hill
1632	**628**	2525 E HILLSBOROUGH AVE #101-A	TAMPA	FL	33610	(801-) 913--1159	Josh Hill
1632	~~521~~	2711 SE HWY 70 UNIT A~~HAINES CITY~~	ARCADIA~~FL~~	~~33844~~FL	34266	(801-) 913--1159	Josh Hill
1632	**630**	1315 E FLETCHER AVE~~BRADENTON~~	TAMPA~~FL~~	~~34207-2~~	33612	(801-) 913--1159	Josh Hill
1632	**631**	10683 BIG BEND RD~~PALMETTO~~	RIVERVIEW~~FL~~	FL~~3422~~	33569	(801-) 913--1159	Josh Hill
1632	~~734~~	1434 N US HIGHWAY 17~~ORLANDO~~	WAUCHULA~~FL~~	FL~~3282~~	33873	(801-) 913--1159	Josh Hill
1632	**633**	2607 THONOTOSASSA RD~~ORLANDO~~	PLANT CITY~~FL~~	FL~~3281~~	33563	(801-) 913--1159	Josh Hill

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Franchise Stores in the USA as of 12/31/2023

1632	6341	10835 102ND AVENUE NORTH~~KISSIMMEE~~	LARGO	FL	3377834743	(801-) 913--1159	Josh Hill
1632	6352	8896 56TH STREET~~TITUSVILLE~~	TEMPLE TERRACE	FL	3361732780	(801-) 913--1159	Josh Hill
1632	636	~~1606 E SILVER STAR~~190 KEENE RD	LARGO~~OCOEE~~	FL	3377134761	(801-) 913--1159	Josh Hill
1632	6372	1246 STATE RD 60~~COCOA~~	BRANDON	FL	33511-	(801-) 913--1159	Josh Hill
1632	6381	116 SEBRING SQUARE~~TITUSVILLE~~	SEBRING	FL	3387032796	(801-) 913--1159	Josh Hill
1632	6394	804 W DR MARTIN LUTHER KING JR~~PALM~~	SEFFNER	FL	3358432905	(801-) 913--1159	Josh Hill
1632	6401	9854 US HIGHWAY 301 S~~PALM BAY~~	RIVERVIEW	FL	3356932907	(801-) 913--1159	Josh Hill
1632	6421	5538 GALL BLVD~~ORLANDO~~	ZEPHYRHILLS	FL	33542-	(801-) 913--1159	Josh Hill
1632	6431	7743 W HILLSBOROUGH AVE~~DELTONA~~	TAMPA	FL	3361532725	(801-) 913--1159	Josh Hill
1632	6443	6932 N. ARMENIA AVENUE~~ROCKLEDGE~~	TAMPA	FL	3360432955	(801-) 913--1159	Josh Hill
1632	6451	7530 W WATERS~~MELBOURNE~~	TAMPA	FL	3361532935	(801-) 913--1159	Josh Hill
1632	6465	5366 EHRLICH RD~~ORLANDO~~	TAMPA	FL	3362432839	(801-) 913--1159	Josh Hill
1632	6487	6960 PARK BLVD~~ORLANDO~~	PINELLAS PARK	FL	3378132818	(801-) 913--1159	Josh Hill
1632	6491	1204 COUNTY ROAD #1~~ORLANDO~~	DUNEDIN	FL	3469832837	(801-) 913--1159	Josh Hill
1632	6521	2543 S FRENCH AVE~~ORLANDO~~	SANFORD	FL	3277332810	(801-) 913--1159	Josh Hill
1632	6534	3030 22ND AVE N.~~ORLANDO~~	ST PETERSBURG	FL	3370132806	(801-) 913--1159	Josh Hill
1632	6548	14027 WEST COLONIAL DRIVE~~ORLANDO~~	WINTER GARDEN	FL	3478732829	(801-) 913--1159	Josh Hill
1632	6554	300 US HIGHWAY 27 S	~~WINTER~~AVON PARK	FL	3382532792	(801-) 913--1159	Josh Hill
1632	656	~~4577~~521 US ~~HWY 192~~HIGHWAY 17 92 N	~~ST CLOUD~~HAINES CITY	FL	~~34769~~33844	(801-) 913--1159	Josh Hill
1632	~~1013~~	7444 PALM RIVER RD~~KISSIMMEE~~	TAMPA	FL	3361934741	(801-) 913--1159	Josh Hill
1632	6583	4919 14TH STREET WEST~~KISSIMMEE~~	BRADENTON~~FL~~	FL~~34759~~	34207-2402	(801-) 913--1159	Josh Hill
1632	6597	573 10TH STREET EAST~~OVEIDO~~	PALMETTO~~FL~~	FL~~32765~~	34221	(801-) 913--1159	Josh Hill
1632	6611	45737 US HWY 27 NORTH~~WESLEY CHAPEL~~	DAVENPORT~~FL~~	FL~~33543~~	33897	(801-) 913--1159	Josh Hill
1632	~~2525~~	120 KERSEY ST~~TAMPA~~	DAVENPORT~~FL~~	FL~~33610~~	33897	(801-) 913--1159	Josh Hill
1632	6642	352 HAVENDALE BLVD~~ARCADIA~~	AUBURNDALE~~FL~~	FL~~34266~~	33823	(801-) 913--1159	Josh Hill
1632	6651	1415 3RD ST SW~~TAMPA~~	WINTER HAVEN~~FL~~	FL~~33612~~	33880	(801-) 913--1159	Josh Hill
1632	6671	1262 N BROADWAY AVE~~RIVERVIEW~~	BARTOW~~FL~~	FL~~33569~~	33830	(801-) 913--1159	Josh Hill
1632	6681	1301 STATE ROAD 60 EAST~~WAUCHULA~~	LAKE WALES~~FL~~	FL~~33873~~	33853	(801-) 913--1159	Josh Hill
1632	6692	5264 W IRLO BRONSON MEMORIAL~~PLANT~~	KISSIMMEE~~FL~~	FL~~33563~~	34746	(801-) 913--1159	Josh Hill
1632	6701	4004 N ARMENIA AVE~~LARGO~~	TAMPA~~FL~~	FL~~33778~~	33607	(801-) 913--1159	Josh Hill
1632	6718	2222 OCOEE APOPKA RD~~TEMPLE TERRACE~~	OCOEE~~FL~~	FL~~33617~~	34761	(801-) 913--1159	Josh Hill
1632	~~190~~	7601 W IRLO BRONSON MEMORIAL~~LARGO~~	KISSIMMEE~~FL~~	~~33771~~FL	34747	(801-) 913--1159	Josh Hill
1632	673	~~1246 STATE~~6923 RIDGE RD~~60~~.	~~BRANDON~~PORT RICHEY	FL	~~33511-55293~~4	(801-) 913--1159	Josh Hill
1632	6741	6111 STATE ROUTE 54~~SEBRING~~	NEW PORT RICHEY~~FL~~	FL~~33870~~	34653	(801-) 913--1159	Josh Hill

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Franchise Stores in the USA as of 12/31/2023

1632	**6758**	8167 STATE ROAD 52~~SEFFNER~~	HUDSON	FL	34667	(801-) 913--1159	Josh Hill
1632	**676**	~~9854~~1926 US HIGHWAY ~~301 S~~19	~~RIVERVIEW~~NORTH HOLIDAY	FL	~~33578~~	(801-) 913--1159	Josh Hill
1632	**6775**	4340 PLEASANT HILL RD~~ZEPHYRHILLS~~	KISSIMMEE	FL	34746	(801-) 913--1159	Josh Hill
1632	**6787**	5502 S DALE MABRY HWY STE E	TAMPA	FL	33611	(801-) 913--1159	Josh Hill
1632	**990**	4201 N DALE MABRY HWY~~6932 N.~~	TAMPA	FL	33607	(801-) 913--1159	Josh Hill
1632	**9927**	1 Citrus Bowl Place~~TAMPA~~	Orlando	FL	32805	(801-) 913--1159	Josh Hill
1709	153	363 SW BAYA DRIVE STE 101~~TAMPA~~	LAKE CITY	FL	32025	~~801-913-1159~~(386) 867-	Jared Cady~~Josh Hill~~
1709	269	471 SW SR 247 STE 119~~PINELLAS PARK~~	LAKE CITY	FL	32025	~~801-913-1159~~(386) 867-	Jared Cady~~Josh Hill~~
1709	312	5162 SW 34TH STREET~~DUNEDIN~~	GAINESVILLE	FL	32608	~~801-913-1159~~(386) 867-	Jared Cady~~Josh Hill~~
1730	4	~~363 SW BAYA~~11066 SPRING HILL DRIVE	SPRING HILL~~LAKE CITY~~	FL	34608	~~386-867-0268~~(352) 584-	Richard
1730	~~471~~	1470 PINEHURST DR~~LAKE CITY~~	SPRING HILL	FL	34606	~~386-867-0268~~(352) 584-	Richard
1735	151	1540 OHIO AVE S~~GAINESVILLE~~	LIVE OAK	FL	32064	(386-) 867--0268	Jared Cady
1753	~~110~~	~~SPRING HILL~~445 W STATE ROAD 436 STE	ALTAMONTE SPRINGS	FL	32714	~~352-584-3999~~(704) 904-	Craig
1753	314	1426 N ROCK SPRINGS RD~~SPRING HILL~~	APOPKA	FL	32712	~~352-584-3999~~(704) 904-	Craig
1753	515	282 W SR 434~~LIVE OAK~~	LONGWOOD	FL	32750	~~386-867-0268~~(704) 904-	Craig McClure~~Jared~~
1818	~~445~~	2936 SOUTH FLORIDA AVE~~ALTAMONTE~~	LAKELAND	FL	33803	~~704-904-5984~~(863) 393-	Anthony
1818	314	5616 US HIGHWAY 98 NORTH~~APOPKA~~	LAKELAND	FL	33809	~~704-904-5984~~(863) 393-	Anthony
1818	5	~~282 W~~7072 SR ~~434~~37 NORTH	~~LONGWOOD~~MULBERRY	FL	~~32750~~	~~704-904-5984~~(863) 393-	Anthony
1818	~~330~~	~~APOPKA~~14526 7TH AVENUE	DADE CITY	FL	~~32703~~	~~704-904-5984~~(863) 393-	Anthony
1818	105	6216 COMMERCIAL WAY~~LAKELAND~~	WEEKI WACHEE	FL	34613	(863-) 393--5758	Anthony Shamoun
1879	229	324 SE US HWY 19~~LAKELAND~~	CRYSTAL RIVER~~FL~~	FL~~3380~~	34429	(727) 494-	Marcia Proodian
1928	~~707~~	5551 NORMANDY BOULEVARD~~MULBERRY~~	JACKSONVILLE~~FL~~	~~33860~~F	32205	(904) 309-	Amy Barringer
1928	262	1136 DUNN AVE~~WEEKI WACHEE~~	JACKSONVILLE~~FL~~	FL~~3461~~	32218	(904) 309-	Amy Barringer
1928	3	~~14526 7TH~~2261 EDGEWOOD AVENUE	JACKSONVILLE~~DADE CITY~~	FL	~~33523~~	~~863-393-5758~~(904) 309-	Amy
1928	432	6765 DUNN AVE BLDG G 205~~CRYSTAL~~	JACKSONVILLE~~FL~~	FL~~3442~~	32219	(904) 309-	Amy Barringer
1928	555	3031 MONUMENT ROAD SUITE 1	JACKSONVILLE	FL	32225	(904-) 309--4740	Amy Barringer
1928	711	8614 BAYMEADOWS RD	JACKSONVILLE	FL	32256	(904-) 309--4740	Amy Barringer
1928	~~226~~	11000 BEACH BLVD STE 207	JACKSONVILLE	FL	32246	(904-) 309--4740	Amy Barringer
1928	106	5975 WILSON BLVD SUITE 11	JACKSONVILLE	FL	32210	(904-) 309--4740	Amy Barringer
1928	118	7628 103RD STREET	JACKSONVILLE	FL	32210	(904-) 309--4740	Amy Barringer
1928	123	13740 BEACH BLVD	JACKSONVILLE	FL	32224	(904-) 309--4740	Amy Barringer
1977	~~110~~	3493 S. CONGRESS AVE~~JACKSONVILLE~~	PALM SPRINGS~~FL~~	FL~~3224~~	33461	(561) 386-9379~~Amy~~	Marisol Sampley
1977	259	3822 SOUTH JOG ROAD~~JACKSONVILLE~~	GREENACRES~~FL~~	FL~~3221~~	33467	(561) 386-9379~~Amy~~	Marisol Sampley
1977	376	119 N. CONGRESS AVE~~JACKSONVILLE~~	BOYNTON BEACH~~FL~~	FL~~3221~~	33426	(561) 386-9379~~Amy~~	Marisol Sampley

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Franchise Stores in the USA as of 12/31/2023

1977	4	5908 S. DIXIE HWY	~~13740~~WEST PALM BEACH~~- JACKSONVILLE~~	FL	~~32224~~33405-	~~904-309-4740~~(561) 386-	Marisc
1977	5~~119-~~	1436 LANTANA RD~~BOYNTON BEACH~~	LANTANA	FL	33462~~33426~~	(561-) 386--9379	Marisc
3011	1	~~5908~~3848 S.~~ DIXIE HWY~~R. 674 UNIT 112	~~WEST PALM BEACH~~RUSKIN	FL	~~33405-40273~~3	~~561-386-9379~~(813) 245-	Lane
3054	1~~1436-~~	1449 S. CONGRESS AVENUE~~LANTANA~~	DELRAY BEACH	FL	33445~~33462~~	~~561-386-9379~~(817) 983-	Pranav
3054	2~~3822-~~	2863 NORTHLAKE BLVD, STE 2-	LAKE PARK	FL	33403~~33467~~	~~561-386-9379~~(817) 983-	Pranav
3076	1	6792 COLLINS~~3493 S. CONGRESS~~ AVE	MIAMI BEACH~~PALM SPRINGS~~	FL	33141~~33461~~	~~561-386-9379~~(786) 899-	Onily
3076	2~~4458-~~	10726 NW 58TH ST~~BRADENTON~~	DORAL	FL	33178~~34210~~	~~727-255-1125~~(786) 899-	Onily S
3077	1262	551726 US HIGHWAY 1~~SARASOTA~~	HILLIARD	FL	32046~~34243~~	~~727-255-1125~~(904) 860-	Petra A
3077	1416	1515 N MAIN ST~~RUSKIN~~	GAINESVILLE	FL	32609~~33573~~	~~813-245-1983~~(904) 860-	Petra A
3077	1422	6820 MARICAMP RD~~DELRAY BEACH~~	OCALA	FL	34472~~33445~~	~~817-983-8002~~(904) 860-	Petra
3077	2575	100 WEST MILLER ST	~~LAKE~~FRUITLAND PARK	FL	~~33403~~34731	~~817-983-8002~~(904) 860-	Petra
3077	6076	~~3900 E~~ 2733 STARRATT~~INDIANTOWN~~ ROAD	~~JUPITER~~JACKSONVILLE	FL	~~33477~~32226	~~817-983-8002~~(904) 860-	Petra A
3077	6100	1690 WELLS RD~~MIAMI BEACH~~	ORANGE PARK	FL	32073~~33141~~	~~786-899-9630~~(904) 860-	Petra A
3077	6161	45 SW 250TH STREET~~GAINESVILLE~~	NEWBERRY	FL	32669~~32609~~	(904-) 860--1355	Petra A
3077	6179	4205 US HIGHWAY 1 S.~~OCALA~~	ST AUGUSTINE	FL	32086~~34472~~	(904-) 860--1355	Petra A
3077	6274	4 HIGHWAY S 19	INGLIS	FL	34449	(904-) 860--1355	Petra A
3077	6278	8796 E CHURCH ST~~JACKSONVILLE~~	HASTINGS	FL	32145~~32226~~	(904-) 860--1355	Petra A
3122	1~~4205-~~	1225 W 45TH ST, STE 507~~ST AUGUSTINE~~	MANGONIA PARK	FL	33407~~32086~~	~~904-860-1355~~(773) 727-	Mitesh
3122	2	~~45 SW 250TH~~942 S MAIN STREET	~~NEWBERRY~~BELLE GLADE	FL	~~32669~~33430	~~904-860-1355~~(773) 727-	Mitesh
3122	3~~8796-~~	15933 SW WARFIELD BLVD~~HASTINGS~~	INDIANTOWN	FL	34956~~32145~~	~~904-860-1355~~(773) 727-	Mitesh
3174	1~~1690-~~	~~ORANGE PARK~~2560 E HIGHWAY 50, #113	CLERMONT~~FL~~	FL~~32073~~	34711~~904-86~~	(352) 272-3936~~Petra-~~	Wendy
3183	1~~5517~~	3513 FOWLER~~HILLIARD~~	~~FL~~FT. MYERS	FL~~32046~~	~~904-860-1355~~	(239) 872-6271~~Petra-~~	Justin
3183	~~4564-~~	~~ST AUGUSTINE~~3926 PALM BEACH BLVD	~~FL~~FT MYERS	~~32095~~FL	~~904-860-1355~~	(239) 872-6271~~Petra-~~	Justin
3183	3~~100-~~	~~FRUITLAND PARK~~12125 SOUTH CLEVELAND	FORT MYERS~~FL~~	~~34731~~FL	33907~~904-86~~	(239) 872-6271~~Petra-~~	Justin
3183	~~11328~~	880 W SUGARLAND HWY~~ROYAL PALM BEACH~~	CLEWISTON~~FL~~	~~33411~~FL	33440~~682-23~~	(239) 872-6271~~Felipe-~~	Justin
3323	~~1225 W~~	911 N. COLLIER BLVD.~~MANGONIA PARK~~	MARCO ISLAND~~FL~~	FL~~33407~~	34145~~773-72~~	(239) 850-	Jesse S
3373	~~942 S~~	~~BELLE GLADE~~19400 COCHRAN BLVD STE 101	PORT CHARLOTTE~~FL~~	~~33430~~FL	33948~~773-72~~	(248) 613-	Jim Ad
3374	1~~1593~~	1407 S 14TH ST~~INDIANTOWN~~	LEESBURG~~FL~~	FL~~34956~~	34748~~773-72~~	(407) 765-	Kim M
3393	~~2560-~~	4019 SW PORT ST LUCIE BLVD STE	PORT ST LUCIE~~FL~~	FL~~34711~~	34953~~352-27~~	(423) 855-	James
3393	23~~35~~	1999 SOUTH US HIGHWAY 1	FT. ~~MYERS~~PIERCE	FL	~~33901~~34985	~~239-872-6271~~(423) 855-	James
3393	25	1099 SE PORT ST. LUCIE~~3926 PALM BEACH~~	PORT ST. LUCIE~~FT MYERS~~	FL	34952~~33916~~	~~239-872-6271~~(423) 855-	James
3393	~~1212~~	755 27TH AVENUE SW~~FORT MYERS~~	VERO BEACH~~FL~~	FL~~33907~~	32968~~239-87~~	(423) 855-8790~~Justin-~~	James
3393	27~~88~~	995 SEBASTIAN BLVD~~CLEWISTON~~	SEBASTIAN~~FL~~	FL~~33440~~	32958~~239-87~~	(423) 855-8790~~Justin-~~	James
3393	~~979-~~	1705 SE INDIAN STREET~~DESTIN~~	STUART~~FL~~	~~32541~~FL	34997~~334-52~~	~~Willie Cameron~~(423)	James

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Franchise Stores in the USA as of 12/31/2023

341133	3	5353 SOUTH FERDON911 N. COLLIER BLVD.	CRESTVIEWMARCO	FL	32539341	239 850 3820(254) 791-	Robert WolfJesse
342633 194		158 RIDGEWOOD AVENUEPORT CHARLOTTE	HOLLY HILL	FL	32117339	248 613 7330(386) 414-	Pat JohnsonJim
342633 214		1015 SOUTH RIDGEWOOD AVELEESBURG	EDGEWATER	FL	32132347	407 765 8424(386) 414-	Pat JohnsonKim
342633 401		328 E NEW YORK AVEPORT ST LUCIE	DELAND	FL	32724349	423 855 8790(386) 414-	Doug HallPat Johnson
343233 110		542621 US 1PORT ST. LUCIE	CALLAHAN	FL	32011349	423 855 8790(904) 259-	Richard DavisDoug
345333 117		2099 COLLIER PARKWAYSTUART	LAND O LAKES	FL	34639349	423 855 8790(813) 352-	Carlos LeonDoug Hall
351833 119		FT. PIERCE2233 WEST CR-48	BUSHNELL	FL	33513349	423 855 8790(99999801)	Doug HallJohn White
351833 299		1606 NW 10TH ST.SEBASTIAN	OCALA	FL	34475329	423 855 8790(99999801)	Doug HallJohn White
351833 375		207 S. ORANGE ST.VERO BEACH	STARKE	FL	32091329	423 855 8790(99999801)	John WhiteDoug Hall
351834 535		CRESTVIEW698-B MACCLENNY AVE	MACCLENNY	FL	32063325	254 791 0009(99999801)	John WhiteRobert
351834 510		11150 N. WILLIAMS ST.EDGEWATER	DUNNELLON	FL	34431321	386 366 0626(99999801)	Patrick JohnsonJohn
355334 115		23011 STATE ROAD 7HOLLY HILL	BOCA RATON	FL	33428321	386 366 0626(248) 762-	Nameer KiziPatrick
355334 232		4618 NORTH UNIVERSITY DRDELAND	CORAL SPRINGS	FL	33067327	386 366 0626(248) 762-	Nameer KiziPatrick
364934 **354**		4434 HOFFNER AVE STE A-7CALLAHAN	ORLANDO	FL	32812320	904 259 1999(435) 232-	Jay PalmerRichard
364934 **420**		85 W AIRPORT BLVD STE 9LAND O LAKES	PENSACOLA	FL	32503346	813 352 9628(435) 232-	Jay PalmerCarlos
368035 223		6601 OLD WINTER GARDEN RD STE	ORLANDO	FL	32835335	801 512 5883(817) 812-	Florence
368935 146		1096 N. FERDON BLVD.CORAL SPRINGS	CRESTVIEW	FL	32536330	248 762 9929(954) 952-	Efrain
368935 2		23011 STATE115-A RACETRACK ROAD 7NW #2	FORT WALTON	FL	32547334	248 762 9929(954) 952-	Efrain
368936 443		4550 HIGHWAY 20 EAST #2ORLANDO	NICEVILLE	FL	32578328	435 232 2474(954) 952-	Efrain SuberoJay
368936 660		251 MARY ESTHER BLVDORLANDO	MARY ESTHER	FL	32569328	817 812 8000(954) 952-	Efrain
3689-0 510		8162 NAVARRE PKWYCRESTVIEW	NAVARREFL	FL3253	32566	(954-) 952--8448	Ricardo LopezEfrain
370536 115		1712 GULF TO BAY BLVDFORT WALTON	CLEARWATERFL	FL3254	33755954	Ricardo Lopez(813) 451-	Vanessa Herrera
371936 1		45505761 S US HIGHWAY 20 EAST17/92 UNIT	CASSELBURYNICEVILLE	FL	32707325	954 952 8448(321) 972-	Ricardo LopezCarmello
381536 125		8428 LOCKWOOD RIDGE RDMARY ESTHER	SARASOTAFL	FL3256	34243954	Ricardo Lopez(270) 282-	Nathan Sprague
381536 281		4458 CORTEZ ROAD WESTNAVARRE	BRADENTONFL	FL3256	34210954	Ricardo Lopez(270) 282-	Nathan Sprague
0502-0 8		4651 HWY 136	TRENTON	GA	30752	(423-) 716--5327	Nathaniel Napier
1065-0 3		1001 BIG A ROAD	TOCCOA	GA	30577	(864-) 590--2253	Paul Melotte
1065-0 4		282 FURNITURE DR	CORNELIA	GA	30531	(864-) 590--2253	Paul Melotte
1170-0 1		1699 NORTH EXPRESSWAY	GRIFFIN	GA	30223	(678-) 852--5801	Patrick Crumbley
1170-0 3		574 E. 3RD STREET	JACKSON	GA	30233	(678-) 852--5801	Patrick Crumbley
1170-0 4		931 NORTH CHURCH ST	THOMASTON	GA	30286	(678-) 852--5801	Patrick Crumbley
1170-0 516		1502 ROCKY CREEK RDPEACHTREE CITY	MACON	GA	31206302	(678-) 852--5801	Patrick Crumbley
1170-0 615		164 PEACHTREE E SHOPPING CNTRMACON	PEACHTREE CITY	GA	30269312	(678-) 852--5801	Patrick Crumbley
1170-0 495		645 VETERANS PKWYLOCUST GROVE	BARNESVILLE	GA	30204302	(678-) 852--5801	Patrick Crumbley

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1170~~-0~~	9	1477 PIO NONO AVE	MACON	GA	31204	(678~~-~~) 852~~-~~5801	Patrick Crumbley
1170~~-0~~	10~~6~~	4959 BILL GARDNER PARKWAY STE	LOCUST GROVE	GA	30248~~302~~	(678~~-~~) 852~~-~~5801	Patrick Crumbley
1171~~-0~~	5	~~2424 WOODRUFF FARM~~5762 MILGEN RD	COLUMBUS	GA	31907	(706~~-~~) 442~~-~~5522	Michael Osman
1171~~-0~~	~~576~~	3517 VICTORY DRIVE SUITE A	COLUMBUS	GA	31903~~319~~	(706~~-~~) 442~~-~~5522	Michael Osman
1171~~-0~~	10	1901 A-3 MANCHESTER EXPRESSWAY~~3517-~~	COLUMBUS	GA	31904~~319~~	(706~~-~~) 442~~-~~5522	Michael Osman
1171~~-0~~	~~190~~	2424 WOODRUFF FARM RD	COLUMBUS	GA	31907~~319~~	(706~~-~~) 442~~-~~5522	Michael Osman
1391~~-0~~	1	895 INDIAN TRAIL RD., STE. 1	LILBURN	GA	30047	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	3	2121 LAWRENCEVILLE~~-~~SUWANEE RD STE 11	SUWANEE	GA	30024	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	5	1950 GRAYSON HIGHWAY STE 110	GRAYSON	GA	30017	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	6	1154 US HIGHWAY 29 STE C	LAWRENCEVILLE	GA	30046	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	7	2585 CRUSE RD STE A	LAWRENCEVILLE	GA	30044	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	~~674~~	~~LITHONIA~~1152 AUBURN ROAD #208	DACULA	GA	30019~~300~~	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	~~724~~	2033 BUFORD HIGHWAY NE STE 111~~LITHONIA~~	BUFORD	GA	30518~~300~~	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	11	~~5475 BUFORD~~6746 COVINGTON HWY SUITE	~~NORCROSS~~LITHONIA	GA	30058~~300~~	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	~~203~~	2725 HAMILTON MILL RD STE 100	BUFORD	GA	30519~~305~~	(678~~-~~) 725~~-~~7055	Byron Schoepf
1391~~-0~~	~~115~~	4325 ATLANTA HWY~~DACULA~~	LOGANVILLE	GA	30052~~300~~	(678~~-~~) 725~~-~~7055	Byron Schoepf
1526~~13~~	1	~~2725 HAMILTON MILL~~3201 TUCKER NORCROSS	TUCKER~~BUFORD~~	GA	30084~~305~~	(678~~-725-7055~~) 993~~-~~	Brad Moore~~Byron~~
1526~~13~~	3~~3~~	5998-A MEMORIAL DR~~SNELLVILLE~~	STONE MOUNTAIN	GA	30083~~300~~	(678~~-725-~~) 993~~-~~	Brad Moore~~Byron~~
1530~~13~~	~~400~~	1100 N. SLAPPEY BLVD.~~SNELLVILLE~~	ALBANY	GA	31701~~300~~	~~678-725-7055~~(229) 886~~-~~	Anthony King~~Byron~~
1530~~13~~	2~~4~~	1876 US HIGHWAY 82 WEST~~LOGANVILLE~~	TIFTON	GA	31793~~300~~	~~678-725-7055~~(229) 886~~-~~	Anthony King~~Byron~~
1530~~1~~	~~320~~	2211 EAST OGLETHORPE BLVD~~TUCKER~~	ALBANY~~GA~~	GA~~30084~~	31705~~678-~~	(229) 886-3723~~Brad~~	Anthony King
1530~~1~~	~~599~~	1545 US HWY 19 SUITE B~~STONE MOUNTAIN~~	LEESBURG~~GA~~	GA~~30083~~	31763~~678-~~	(229) 886-3723~~Brad~~	Anthony King
1530~~-0~~	11~~1~~	2416 DAWSON RD STE 6	ALBANY	GA	31707~~317~~	(229~~-~~) 886~~-~~3723	Anthony King
1530~~-0~~	12	~~1876~~1385 US HIGHWAY 82 ~~WEST~~W	LEESBURG~~TIFTON~~	GA	~~31793~~317	(229~~-~~) 886~~-~~3723	Anthony King
1559~~1~~	2~~2~~	161 COMMERCE AVE~~ALBANY~~	LAGRANGE~~GA~~	GA~~31705~~	30241~~229-~~	(706) 442~~-~~	Tony Moyer
1568~~1~~	1~~1~~	2639 HICKORY GROVE ROAD~~LEESBURG~~	~~GA~~ACWORTH	GA~~31763~~	~~229-886-37~~	(248) 808~~-~~	Mark Bergman
1568~~1~~	~~214~~	~~TIFTON~~1600 KENNESAW DUE WEST RD. STE	KENNESAW~~GA~~	~~31794~~GA	30152~~229-~~	(248) 808~~-~~	Mark Bergman
1568~~1~~	5	~~2416 DAWSON~~1727 MARS HILL RD	ACWORTH~~ALBANY~~	GA	30101~~317~~	~~229-886-3723~~(248) 808~~-~~	Mark
1568~~1~~	6~~1~~	3372 CANTON RD STE 100~~LAGRANGE~~	MARIETTA~~GA~~	GA~~30241~~	30066~~706-~~	(248) 808-9243~~Tony~~	Mark Bergman
1629~~1~~	1	~~2639 HICKORY GROVE~~2325 POWDER SPRINGS	MARIETTA~~ACWORTH~~	GA	~~30101~~300	~~248-808-9243~~(423) 596~~-~~	John Kingston~~Mark~~
1629~~1~~	2	~~1600 KENNESAW DUE WEST~~2270 AUSTELL RD~~-~~	MARIETTA~~KENNESAW~~	GA	30008~~301~~	~~248-808-9243~~(423) 596~~-~~	John Kingston~~Mark~~
1629~~1~~	~~172~~	~~ACWORTH~~3315 SOUTH COBB DR STE 2A	SMYRNA~~GA~~	~~30101~~GA	30080~~248-~~	(423) 596-2840~~Mark~~	John Kingston
1629~~1~~	~~337~~	3046 BANKHEAD HIGHWAY~~MARIETTA~~	AUSTELL~~GA~~	GA~~30066~~	30168~~248-~~	(423) 596-2840~~Mark~~	John Kingston
1629~~-0~~	8	603 S. MARIETTA PARKWAY STE B	MARIETTA	GA	30060	(423~~-~~) 596~~-~~2840	John Kingston

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1629	9	4131 MARIETTA ST	~~2325~~ POWDER SPRINGS~~- MARIETTA~~	GA	~~30064~~30127	(423~~-~~) 596-~~-~~2840	John K
1632	~~2270~~	10 BERWICK BLVD SW B~~MARIETTA~~	SAVANNAH	GA	31406~~30008~~	~~423-596-2840~~(801) 913-	Josh H
1632	**350**	~~3315 SOUTH COBB~~1935 EAST VICTORY DR	SAVANNAH~~SMYRNA~~	GA	31404~~30080~~	~~423-596-2840~~(801) 913-	Josh H
1632	**351**~~3~~	8501 WATERS AVENUE~~AUSTELL~~	SAVANNAH	GA	31406-	~~423-596-2840~~(801) 913-	Josh H
1632	**352**	~~4131 MARIETTA~~11517 ABERCORN ST.	~~POWDER SPRINGS~~SAVANNAH	GA	~~30127~~31419	~~423-596-2840~~(801) 913-	Josh H
1632	**353**~~1~~	115 ALTAMA CONNECTOR~~RICHMOND HILL~~	BRUNSWICK	GA	31525~~31324~~	(801-) 913-~~-~~1159	Josh H
1632	**354**~~1~~	915-A EAST FIRST STREET~~SAVANNAH~~	VIDALIA	GA	30474~~31406~~	(801-) 913-~~-~~1159	Josh H
1632	~~1935~~	~~SAVANNAH~~153 S FIRST ST, UNIT 300	JESUP	GA	31545~~31404~~	(801-) 913-~~-~~1159	Josh H
1632	**356**~~8~~	10082 FORD AVE~~SAVANNAH~~	RICHMOND HILL	GA	31324~~31406~~	(801-) 913-~~-~~1159	Josh H
1632	~~1151~~	205 GENERAL SCREVEN HWY~~SAVANNAH~~	HINESVILLE	GA	31313~~31419~~	(801-) 913-~~-~~1159	Josh H
1632	**358**~~1~~	331 HENRY BLVD~~BRUNSWICK~~	STATESBORO	GA	30458~~31525~~	(801-) 913-~~-~~1159	Josh H
1632	~~915-~~	477 POOLER PARKWAY~~VIDALIA~~	POOLER	GA	31322~~30474~~	(801-) 913-~~-~~1159	Josh H
1632	**360**	~~153~~410 S ~~FIRST ST~~COLUMBIA AVE STE DD	RINCON~~JESUP~~	GA	31326~~31545~~	(801-) 913-~~-~~1159	Josh H
1632	**361**~~2~~	1650-F BAYTREE RD~~HINESVILLE~~	VALDOSTA	GA	31602~~31313~~	(801-) 913-~~-~~1159	Josh H
1632	**362**~~3~~	2953 N ASHLEY STREET SUITE B~~STATESBORO~~	VALDOSTA	GA	31602~~30458~~	(801-) 913-~~-~~1159	Josh H
1694	1~~47~~	111 EAST MAY STREET~~POOLER~~	WINDER	GA	30680~~31322~~	~~801-913-1159~~(770) 401-	SHAW
1694	~~410~~	1681 OLD PENDERGRASS ROAD STE	JEFFERSON	GA	30549~~31326~~	~~801-913-1159~~(770) 401-	SHAW
1699	~~165~~	6550 MT. ZION BLVD.~~VALDOSTA~~	MORROW	GA	30260~~31602~~	~~801-913-1159~~(770) 378-	Mark
1699	3~~29~~	6655 TARA BLVD~~VALDOSTA~~	JONESBORO	GA	30236~~31602~~	~~801-913-1159~~(770) 378-	Mark
1699	4~~11~~	31 HWY 138 W STE 360~~WINDER~~	STOCKBRIDGE	GA	30281~~30680~~	(770~~-401-8855~~) 378-	Mark
1699	~~168~~	593 JONESBORO RD~~JEFFERSON~~	~~GA~~MCDONOUGH	GA~~30549~~	30253	(770~~-401-8855~~) 378-	Mark
1699	8	7977 TARA~~6550 MT. ZION~~ BLVD.~~-~~	JONESBORO~~MORROW~~	GA	30236~~30260~~	(770-) 378-~~-~~4263	Mark V
1699	9~~66~~	819 FOREST PARKWAY~~JONESBORO~~	~~GA~~FOREST PARK	GA~~30236~~	30297-2210	(770-) 378-~~-~~4263	Mark V
1699	11	~~31 HWY 138 W~~911 SOUTH PARK STREET STE	CARROLLTON~~STOCKBRIDGE~~	GA	30117~~30281~~	(770-) 378-~~-~~4263	Mark V
1699	12~~5~~	1985 MCDONOUGH ROAD STE 1F	HAMPTON~~GA~~	GA~~30253~~	30228	(770-) 378-~~-~~4263	Mark V
1699	16~~8~~	841 OAK STREET SW~~EAST POINT~~	ATLANTA~~GA~~	GA~~30344~~	30310	(770-) 378-~~-~~4263	Mark V
1699	~~911~~	854 CLEVELAND AVE SUITE	EAST POINT~~GA~~	GA~~30117~~	30344	(770-) 378-~~-~~4263	Mark V
1699	18~~4~~	5739 WENDY BAGWELL PKWY STE	HIRAM~~GA~~	GA~~30034~~	30141	(770-) 378-~~-~~4263	Mark V
1741	~~198~~	3697 WINDSOR SPRINGS~~HAMPTON~~	HEPHZIBAH~~GA~~	GA~~30228~~	30815~~770-37~~	(706) 993-8055	Mark
1741	2	~~819 FOREST~~810 HORIZON SOUTH PARKWAY	~~FOREST PARK~~GROVETOWN	GA	~~30297-2210~~30	~~770-378-4263~~(706) 993-	Mark
1848	~~573~~	2107 VETERANS BLVD~~HIRAM~~	DUBLIN~~GA~~	GA~~30141~~	31021~~770-37~~	(404) 983-4840~~Mark~~	Leatha
1848	~~237~~	817 E 16TH AVENUE~~DECATUR~~	CORDELE~~GA~~	~~30035~~GA	31015~~770-37~~	(404) 983-4840~~Mark~~	Leatha
1848	3~~84~~	1116 EAST LAMAR ST.~~ATLANTA~~	AMERICUS~~GA~~	GA~~30310~~	31709~~770-37~~	~~Mark Weninger~~(404)	Leatha
1848	4	~~7977 TARA~~1424 SAM NUNN BLVD	~~JONESBORO~~PERRY	GA	~~30236~~31069	~~770-378-4263~~(404) 983-	Mark

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Franchise Stores in the USA as of 12/31/2023

18481	53	970 INDIAN DR~~HEPHZIBAH~~	EASTMAN	GA	31023308	~~706-993-8055~~(404) 983-	~~Mark Jennings~~Leatha
18481	810	~~GROVETOWN~~414 S MAIN ST #A12	SWAINSBORO	GA	30401308	~~706-993-8055~~(404) 983-	~~Mark Jennings~~Leatha
184818	128	58 S TALLAHASSEE ST~~ALPHARETTA~~	HAZLEHURST	GA	31539300	~~770-480-2912~~(404) 983-	~~DILAWAR~~
1848-0	142	~~PERRY~~610 NORTH AVE	MACON	GA	31204310	(404-) 983--4840	~~Chris~~Leatha Camp
1848-0	92	1063 BAXTER STREET~~DUBLIN~~	ATHENS	GA	30606310	(404-) 983--4840	~~Chris~~Leatha Camp
1848-0	108	1905 N COLUMBIA ST~~CORDELE~~	MILLEDGEVILLE	GA	31061310	(404-) 983--4840	~~Chris~~Leatha Camp
19321	11	601 FIRST AVENUE SE~~AMERICUS~~	MOULTRIE	GA	31768317	~~404-983-4840~~(229) 881-	Torey Bynum~~Chris~~
19321	29	319 8TH AVE NE~~EASTMAN~~	CAIRO	GA	39828310	~~404-983-4840~~(229) 881-	Torey Bynum~~Chris~~
31531	610	3602 SALEM ROAD~~MACON~~	COVINGTON	GA	30016312	~~404-983-4840~~(678) 232-	Michael
31531	25	3170 HIGHWAY 278~~HAZLEHURST~~	COVINGTON	GA	30014315	~~404-983-4840~~(678) 232-	Michael
31531	414	1895 GEORGIA HIGHWAY 20 STE	CONYERS	GA	30013304	~~404-983-4840~~(678) 232-	Michael
31531	41	1944-C CANDLER ROAD~~MILLEDGEVILLE~~	DECATUR	GA	30032310	~~404-983-4840~~(678) 232-	Michael
31781	51	1021 PARKWAY BLVD	ATHENS	GA	30606	(404~~-983-4840~~) 831-	~~Chris Camp~~Bill Barry
31991	16	11157 HIGHWAY 106~~MOULTRIE~~	CARNESVILLE	GA	30521317	~~229-881-3480~~(706) 599-	Cary Turner~~Torey~~
31991	23	199 POTTERY FACTORY DR #141~~CAIRO~~	COMMERCE	GA	30529398	~~229-881-3480~~(706) 599-	Cary Turner~~Torey~~
32263	53	9415 HIGHWAY 5 STE D~~COVINGTON~~	DOUGLASVILLE	GA	30135300 ~~678-232-3652~~		Rohail Hada~~Michael~~
32943	23	5574 BELLS FERRY ROAD~~COVINGTON~~	ACWORTH	GA	30102300	(678~~-232-3652~~) 523-	aameer
32943	3	~~1895 GEORGIA~~12035 HIGHWAY ~~20~~92 STE	WOODSTOCK~~CONYERS~~	GA	30188300	(678~~-232-3652~~) 523-	aameer
32943	194	231 RIVERSTONE PARKWAY #108~~DECATUR~~	CANTON	GA	30114300	(678~~-232-3652~~) 523-	aameer
32943	51	938 W Church Street~~CARNESVILLE~~	Jasper	GA	30143305	~~706-599-6838~~(678) 523-	aameer lakhani~~Cary~~
32943	61	76 INDUSTRIAL BLVD~~COMMERCE~~	ELLIJAY~~GA~~	GA~~30529~~	30540~~706-~~	(678) 523-3371~~Cary~~	aameer lakhani
32943	79	2200 ROSWELL RD.~~DOUGLASVILLE~~	MARIETTA~~GA~~	GA~~30135~~	30062	(678) 523-3371	aameer lakhani
3294-0	89	2856 DELK RD~~Jasper~~	MARIETTA~~GA~~	GA~~30143~~	30067	(678-) 523--3371	aameer lakhani
3294-0	95	2350 SPRING RD SUITE 11~~ACWORTH~~	~~GA~~SMYRNA	GA~~30102~~	30080	(678-) 523--3371	aameer lakhani
3294-0	120	580 ATLANTA ROAD STE	CUMMING~~GA~~	GA~~30188~~	30040	(678-) 523--3371	aameer lakhani
3294-0	231	1475 HOLCOMB BRIDGE RD. STE	ROSWELL~~GA~~	GA~~30114~~	30076	(678-) 523--3371	aameer lakhani
3294-0	127	1121 S MAIN ST~~ELLIJAY~~	CLEVELAND~~GA~~	GA~~30540~~	30528	(678-) 523--3371	aameer lakhani
32943	139	1982 WEST SPRING ST.~~MONTICELLO~~	MONROE~~GA~~	GA~~31064~~	30656~~770-~~	(678) 523-	aameer lakhani
32943	141	1462 EATONTON RD SUITE 6~~LAGRANGE~~	MADISON~~GA~~	GA~~30241~~	30650~~770-~~	(678) 523-	aameer lakhani
32943	151	4375 LEXINGTON ROAD STE C-	ATHENS~~GA~~	GA~~30014~~	30605~~770-~~	(678) 523-	aameer lakhani
32973	66	9162 W HIGHWAY 212~~DAWSONVILLE~~	MONTICELLO~~GA~~	GA~~30534~~	31064~~678-~~	(770) 775-2386~~Surya~~	Natalie Jones
32973	21	10051 EAGLE DR~~KINGSLAND~~	COVINGTON~~GA~~	GA~~31548~~	30014~~850-~~	(770) 775-	Natalie Jones
32973	41	1740 LAFAYETTE PKWY~~DOUGLAS~~	LAGRANGE~~GA~~	GA~~31533~~	30241~~850-~~	(770) 775-	Natalie Jones
33103	22	66 S 400 CENTER LN STE 160~~WAYCROSS~~	DAWSONVILLE~~GA~~	GA~~31501~~	30534~~850-~~	(678) 654-	Surya Palagiri

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3327~~3~~	1~~2~~	2442 MEMORIAL DR~~BYRON~~	WAYCROSS	GA	31501~~310~~	~~951-609-5500~~(850) 341-	Steven Mills~~Shawn~~
3327~~3~~	2~~4~~	1220 MADISON AVENUE~~MACON~~	DOUGLAS	GA	31533~~312~~	~~951-609-5500~~(850) 341-	Steven Mills~~Shawn~~
3327~~3~~	3~~2~~	1601 HIGHWAY 40 EAST~~ATLANTA~~	KINGSLAND	GA	31548~~303~~	~~509-312-9660~~(850) 341-	Steven Mills~~Saeed~~
3355~~3~~	1~~5~~	4535 HARTLEY BRIDGE RD~~FORT~~	MACON	GA	31216~~307~~	~~423-855-8790~~(951) 609-	~~Doug Hall~~Murad
3355~~3~~	2~~2~~	245 GA HIGHWAY 49 N~~ROME~~	BYRON	GA	31008~~301~~	~~423-855-8790~~(951) 609-	~~Doug Hall~~Murad
3379~~3~~	1~~4~~	2905 CAMPBELLTON RD SW~~DALLAS~~	ATLANTA	GA	30311~~301~~	~~423-855-8790~~(509) 312-	Saeed
3393~~-0~~	~~586~~	1710 TURNER MCCALL BLVD~~FLOWERY~~	ROME	GA	30161~~305~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	7~~1~~	724 HWY 53~~DALTON~~	CALHOUN	GA	30701~~307~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	8	~~804~~509 N~~. MAIN~~ TENNESSEE ST STE 111	CARTERSVILLE~~LAFAYETTE~~	GA	30120~~307~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	11~~1~~	591 BATTLEFIELD PARKWAY~~DALTON~~	FORT OGLETHORPE	GA	30742~~307~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	12~~6~~	2004 SHORTER AVE~~RINGGOLD~~	ROME	GA	30165~~307~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	15~~2~~	804 N. MAIN ST~~GAINESVILLE~~	LAFAYETTE	GA	30728~~305~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	16~~4~~	11600 HIGHWAY 27~~MABLETON~~	SUMMERVILLE	GA	30747~~301~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	18~~5~~	1263 N GLENWOOD AVE~~CHATSWORTH~~	DALTON	GA	30721~~307~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	19~~1~~	1501 E WALNUT AVE~~SUMMERVILLE~~	DALTON	GA	30721~~307~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	~~156~~	502 GI MADDOX PKWY~~CEDARTOWN~~	CHATSWORTH	GA	30705~~301~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	21~~3~~	6977 NASHVILLE ST~~DULUTH~~	RINGGOLD	GA	30736~~300~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	~~388~~	2888 BROWNS BRIDGE RD~~OAKWOOD~~	GAINESVILLE	GA	30504~~305~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	~~229~~	3885 MUNDY MILL ROAD STE	OAKWOOD	GA	30566~~305~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	31~~1~~	~~ROME~~229 EE BUTLER PARKWAY STE 400	GAINESVILLE~~GA~~	GA~~30161~~	30501	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	~~509~~	457 NATHAN DEAN BLVD. STE	DALLAS~~GA~~	GA~~30120~~	30132	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	40	7951 VILLA RICA HWY.	DALLAS	GA	30157	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	42	~~724~~1563 ROME HWY~~53~~	~~CALHOUN~~CEDARTOWN	GA	~~30701~~301	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	45~~3~~	3780 OLD NORCROSS ROAD~~CUMMING~~	DULUTH~~GA~~	~~30041~~GA	30096	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	46~~1~~	4870 FLOYD ROAD SW~~THOMSON~~	MABLETON~~GA~~	GA~~30824~~	30126	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	60~~1~~	3221 WRIGHTSBORO RD STE B	AUGUSTA	GA	30909~~309~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	~~280~~	1631 GORDON HWY	AUGUSTA	GA	30906~~309~~	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	~~449~~	2801 WASHINGTON ROAD	AUGUSTA~~GA~~	GA~~30907~~	30909	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	~~322~~	118 EAST HILL ST~~AUGUSTA~~	THOMSON~~GA~~	GA~~30909~~	30824	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~-0~~	66	~~3851 EVANS TO LOCK~~4497 COLUMBIA RD.	MARTINEZ	GA	30907	(423~~-~~) 855~~-~~8790	~~Doug Hall~~James
3393~~3~~	67~~1~~	3851 EVANS TO LOCK RD STE 1	MARTINEZ~~GA~~	GA~~30643~~	30907~~864-~~	(423) 855-8790~~Eric~~	James Shepherd
3409~~-0~~	2~~6~~	1568 ANDERSON HWY~~ELBERTON~~	HARTWELL~~GA~~	GA~~30635~~	30643	(864~~-~~) 940~~-~~6705	Eric Gurley
3409~~3~~	3~~1~~	626 ELBERT STREET~~ATLANTA~~	ELBERTON~~GA~~	GA~~30316~~	30635~~404-~~	(864) 940-	Eric Gurley
3464~~3~~	~~510~~	1175 MORELAND AVE SUITE 200~~LILBURN~~	~~GA~~ATLANTA	GA~~30047~~	30316~~678-~~	(404) 376-	Carcola Tippit

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3468	1	3400 HOLCOMB BRIDGE ROAD STE 200	NORCROSS	GA	30093	(678-) 296--6380	Qamruddin Virani
3468	2	5221 BUFORD HWY	DORAVILLE	GA	30340	(678-) 296--6380	Qamruddin Virani
3468	3	~~1800 PANOLA~~510 PLEASANT HILL ROAD STE J	LILBURN~~ELLENWOOD~~	GA	30047~~302~~	~~972-374-7411~~(678) 296-	Qamruddin
3481	~~4820~~	285 N LEWIS ST~~STONE MOUNTAIN~~	METTER	GA	30439~~300~~	~~972-374-7411~~(912) 678-	~~Saleem~~
3483	1~~285 N~~	602 RUSSELL PKWY~~METTER~~	WARNER ROBINS	GA	31088~~304~~	(912-~~678 1023~~) 601-	~~Alpeshkumar~~Gunvant
3485	1~~602~~	44-G BULLSBORO DRIVE~~WARNER ROBINS~~	NEWNAN	GA	30263~~310~~	~~912-601-7171~~(559) 712-	~~Gunvant Patel~~Jaypal Brar
3485	2	3219 HIGHWAY 34 E	NEWNAN	GA	30265	(559-) 712--1640	Jaypal Brar
3485	~~44-G~~	6810 SHANNON PKWY STE H~~NEWNAN~~	UNION CITY	GA	30291~~302~~	(559-) 712--1640	Jaypal Brar
3485	4~~6810~~	1296 HIGHWAY 138~~UNION CITY~~	RIVERDALE	GA	30296~~302~~	(559-) 712--1640	Jaypal Brar
3485	5~~1296~~	535 SOUTH GLYNN ST~~RIVERDALE~~	FAYETTEVILLE	GA	30214~~302~~	(559-) 712--1640	Jaypal Brar
3485	6~~535~~	6395 OLD NATIONAL HWY STE	COLLEGE PARK	GA	30349~~302~~	(559-) 712--1640	Jaypal Brar
3485	7	~~6395 OLD NATIONAL HWY~~5370 CAMPBELLTON	FAIRBURN~~COLLEGE PARK~~	GA	30213~~303~~	(559-) 712--1640	Jaypal Brar
3485	~~5370~~	4920 FLAT SHOALS PARKWAY~~FAIRBURN~~	DECATUR	GA	30034~~302~~	(559-) 712--1640	Jaypal Brar
3509	**1**	2706 WATSON BLVD	WARNER ROBINS	GA	31028	(478-) 361--7299	Avani Patel
3525	1	160 HIGHWAY 27	BREMEN	GA	30110	(828-) 230--4712	Laneal Vaughn
3525	2	1059 NATHAN DEAN BYPASS	ROCKMART	GA	30153	(828-) 230--4712	Laneal Vaughn
3549	1	5414 FIVE FORKS TRICKUM RD. SW STE E	LILBURN	GA	30047	(678-) 296--6380	~~Shamsa~~Qamruddin
3588	1~~2200~~	6279 US HIGHWAY 280 WEST~~MARIETTA~~	CLAXTON	GA	30417~~300~~	~~516-439-0313~~(706) 614-	~~Noamanul Dar~~Neil Patel
3608	1~~2856~~	810 Highway 96 SUITE 2100~~MARIETTA~~	Warner Robins	GA	31088~~300~~	~~516-439-0313~~(773) 953-	Rakesh Patel~~Noamanul~~
3702	1	~~580 ATLANTA~~1920 HUDSON BRIDGE ROAD	~~CUMMING~~STOCKBRIDGE	GA	30281~~300~~	~~516-439-0313~~(404) 569-	Keyur
~~3555~~	1	~~2350 SPRING~~4820 REDAN RD~~SUITE 11~~	STONE	GA	~~30080~~300	~~516-439-0313~~(678) 768-	~~Noamanul Dar~~Shiraz
~~3555~~	2~~1475~~	7245 ROCKBRIDGE ROAD STE 300~~ROSWELL~~	LITHONIA~~GA~~	GA~~3007~~	30058~~516-~~	~~Noamanul Dar~~(678)	Shiraz Surani
~~3555~~	3~~1121~~	3425 CENTERVILLE HWY SUITE B~~CLEVELAND~~	SNELLVILLE~~GA~~	GA~~3052~~	30039~~516-~~	~~Noamanul Dar~~(678)	Shiraz Surani
~~3555~~	4~~1982~~	4002 STONE MOUNTAIN HWY STE	SNELLVILLE~~GA~~	GA~~3065~~	30039~~516-~~	~~Noamanul Dar~~(678)	Shiraz Surani
~~3555~~	5~~1462~~	~~MADISON~~5475 BUFORD HWY STE B	~~GA~~NORCROSS	GA~~3065~~	30071~~516-~~	~~Noamanul Dar~~(678)	Shiraz Surani
~~3555~~	1~~1021~~	2331 POOLER PKWY~~ATHENS~~	~~GA~~POOLER	GA~~3060~~	~~516-439-03~~	~~Noamanul Dar~~(843)	Dhaval Desai
~~3555~~	1	~~4375 LEXINGTON~~1800 PANOLA ROAD	ELLENWOOD~~ATHENS~~	GA	30294~~306~~	~~516-439-0313~~(404) 397-	~~Noamanul Dar~~Mani
3836	1	~~6279 US~~12850 HIGHWAY ~~280 WEST~~9 NORTH	~~CLAXTON~~ALPHARETTA	GA	~~30417~~300	~~706-614-3255~~(786) 384-	~~Neil Patel~~Iliangel
700~~3~~	~~1920~~	~~STOCKBRIDGE~~NEC MARINE DR/TUMON LOOP	~~GA~~TERRITORY OF GUAM	~~30281~~G	~~404-569-93~~	(402) 463-3017~~Keyur~~	
3284	~~42-480~~	2424 S BERETANIA ST~~KANEOHE~~	HONOLULU	HI	96826~~967~~	(808-) 260--0292	JOHN BROWN
3284	2	86--120 FARRINGTON HIGHWAY	WAIANAE	HI	96792	(808-) 260--0292	JOHN BROWN
3284	3~~2424~~	93 N KAMEHAMEHA HWY 101A~~HONOLULU~~	WAHIAWA	HI	96786~~968~~	(808-) 260--0292	JOHN BROWN
3284	~~493 N~~	94-866 MOLOALO ST D-5~~WAHIAWA~~	WAIPAHU	HI	96797~~967~~	(808-) 260--0292	JOHN BROWN
3284	~~94-866~~	45-480 KANE'OHE BAY DR UNIT	KANEOHE	HI	96734~~967~~	(808-) 260--0292	JOHN BROWN

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3372~~0~~	1	125 KEKUANAOA ST UNIT 201	HILO	HI	96720	(808-) 936--3567	Natale Tomaselli
3372~~1~~	2	~~3727 SE 14TH~~16-574 KIPIMANA ST	KEAAU~~DES MOINES~~	~~IA~~HI	~~50320~~	~~313-585-4859~~(808) 936-	~~Mohamed~~
1648~~0~~	1	~~3440 EAST 33RD~~3727 SE 14TH ST	DES MOINES	IA	50320	(313-) 585--4859	~~Mohamed~~
1648~~0~~	2~~4~~	3440 EAST 33RD ST STE C	DES MOINES	IA	50317	(313-) 585--4859	~~Mohamed~~
1648~~0~~	4~~9~~	4201 UNIVERSITY AVE~~MARSHALLTOWN~~	DES MOINES	IA	50311	(313-) 585--4859	~~Mohamed~~
1648~~1~~	5~~3~~	901 S CENTER STREET~~COUNCIL BLUFFS~~	MARSHALLTOWN	IA	50158	~~402-894-2712~~(313) 585-	mike badaoui~~Glen~~
1802~~1~~	2~~1~~	3228 WEST BROADWAY~~ANKENY~~	COUNCIL BLUFFS	IA	51501	~~515-720-8912~~(402) 894-	Glen Johnson~~Brad~~
1832~~2~~	5~~5~~	1620 N.ANKENY BLVD SUITE 102~~AMES~~	ANKENY	IA	50023	~~319-321-7286~~(515) 720-	Brad Loney~~Eugene~~
2078~~3~~	~~120~~	539 LINCOLN WAY~~DAVENPORT~~	AMES	IA	50010	~~810-531-3680~~(319) 321-	Eugene Hibbs~~Mike~~
3253~~0~~	1~~2~~	1208 W LOCUST ST STE D	DAVENPORT	IA	52804	(810-) 531--3680	Mike Conatser
3253~~0~~	2~~5~~	2950 EAST 53RD STREET~~MUSCATINE~~	DAVENPORT	IA	52807	(810-) 531--3680	Mike Conatser
3253~~3~~	3~~1~~	501 E 6TH ST~~WEST DES MOINES~~	MUSCATINE	IA	52761	~~831-229-1180~~(810) 531-	Mike
3389~~3~~	1~~2~~	1220 GRAND AVE~~SIOUX CITY~~	WEST DES MOINES	IA	50265	~~734-740-2044~~(831) 905-	Marwan
3469~~0~~	1~~2~~	2121 HAMILTON BLVD	SIOUX CITY	IA	51104	(734-) 740--2044	Mike Littlefield
3469~~3~~	3~~1~~	2900 GORDON DR~~CLIVE~~	SIOUX CITY	IA	51105	~~515-988-9901~~(734) 740-	Mike
3520~~3~~	1~~1~~	10201 UNIVERSITY AVE~~WATERLOO~~	CLIVE	IA	50325	~~217-221-5667~~(515) 988-	Carlos
3583~~0~~	~~221~~	1205 E SAN MARNAN DR~~CEDAR RAPIDS~~	WATERLOO	IA	50702	~~217-~~(99999217) 221--	Dave Riney
3583~~0~~	~~124~~	2210 EDGEWOOD ROAD SW STE 500	CEDAR RAPIDS	IA	52404	~~217-~~(99999217) 221--	Dave Riney
3583~~0~~	**12**	124 COLLINS RD NE STE A & B~~1675 JOHN F~~	CEDAR RAPIDS~~DUBUQUE~~	IA	52402	~~217-~~(99999217) 221--	Dave Riney
3583~~1~~	**13**~~8~~	1675 JOHN F KENNEDY RD~~TWIN FALLS~~	DUBUQUE~~ID~~	IA~~83301~~	52002	(99999217) 221-	Dave Riney
3583~~1~~	**15**~~2~~	2126 MAIN ST~~IDAHO FALLS~~	~~ID~~KEOKUK	IA~~83404~~	~~208-86~~	(99999217) 221-	Dave Riney
1244~~1~~	1~~3~~	820 BLUE LAKES BLVD N~~POCATELLO~~	TWIN FALLS	ID	83301	(208-~~860-7444~~) 490-6908	Bryan Egan~~Dustin~~
1273~~0~~	1~~6~~	2075 E 17TH STREET~~BURLEY~~	IDAHO FALLS	ID	83404	(208-) 860--7444	Dustin Preece
1273~~0~~	2~~2~~	310 SOUTH 4TH AVE.~~NAMPA~~	POCATELLO	ID	83201	(208-) 860--7444	Dustin Preece
1273~~0~~	~~135~~	633 N. OVERLAND~~BLACKFOOT~~	BURLEY	ID	83318	(208-) 860--7444	Dustin Preece
1273~~0~~	4~~2~~	201 11TH AVENUE NORTH~~REXBURG~~	NAMPA	ID	83687	(208-) 860--7444	Dustin Preece
1273~~0~~	5~~1~~	1355 PARKWAY DR~~BOISE~~	BLACKFOOT	ID	83221	(208-) 860--7444	Dustin Preece
1273~~0~~	~~120~~	26 WEST FIRST SOUTH~~MERIDIAN~~	REXBURG	ID	83440	(208-) 860--7444	Dustin Preece
1273~~0~~	7~~5~~	1471 MILWAUKEE~~CALDWELL~~	BOISE	ID	83704	(208-) 860--7444	Dustin Preece
1273~~0~~	~~124~~	120 EAST FAIRVIEW STE 120~~JEROME~~	MERIDIAN	ID	83642	(208-) 860--7444	Dustin Preece
1273~~0~~	10~~1~~	5205 E. CLEVELAND BLVD.~~BOISE~~	CALDWELL	ID	83607	(208-) 860--7444	Dustin Preece
1273~~0~~	11	~~195~~124 E~~ MAINE AVENUE~~. YAKIMA STE A	JEROME~~NAMPA~~	ID	83338	(208-) 860--7444	Dustin Preece
1273~~0~~	~~140~~	10689 W. USTICK RD.	BOISE	ID	83713	(208-) 860--7444	Dustin Preece
1273~~0~~	13~~1~~	~~BOISE~~195 E MAINE AVENUE	NAMPA	ID	83686	(208-) 860--7444	Dustin Preece

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1273-~~0016~~		14	~~1003~~1401 S~~.~~ BROADWAY~~VISTA~~ AVE~~.~~	BOISE	ID	~~83705~~83706	(208~~-~~) 860-~~-~~7444	Dustin Preece
1273-~~0018~~		~~150~~	10751 W OVERLAND RD SUITE	BOISE	ID	83709~~83202~~	(208~~-~~) 860-~~-~~7444	Dustin Preece
1273-~~0017~~		17	433 S UTAH AVE	IDAHO FALLS	ID	83402	(208~~-~~) 860-~~-~~7444	Dustin Preece
1273~~1565-0014~~		18~~8~~	150 BULLOCK ST STE 104~~HAYDEN~~	CHUBBUCK	ID	83202~~83835~~	~~209-620-2323~~(208) 860-	Dustin
1273~~1565-0005~~		~~192~~	~~COEUR D ALENE~~6252 N LINDER RD SUIT 110	Meridian	ID	~~83815~~83646	~~209-620-2323~~(208) 860-	Dustin
1565-~~0006~~		5	~~1790~~192 E. ~~SELTICE WAY~~NEIDER	~~POST FALLS~~COEUR D	ID	~~83854~~83815	(209~~-~~) 620-~~-~~2323	Fernando Santiago
1565~~3352-0003~~		6~~1~~	1790 E. SELTICE WAY~~RIGBY~~	POST FALLS	ID	83854~~83442~~	~~208-535-5920~~(209) 620-	Fernando
~~3386-0001~~	1565-~~E~~	~~KUN~~	8220 N CORNERSTONE	HAYDEN	ID	83835~~83634~~	~~208-339-1996~~(209) 620-	Fernando
3352~~3637-0001~~		~~132~~	182 S STATE ST~~LEWISTON~~	RIGBY	ID	83442~~83501~~	~~509-780-2565~~(208) 535-	Tony Blakeslee~~Jos~~
3386~~1047-0001~~		1	~~516 EDWARDSVILLE~~1565 E DEER FLAT RD	KUNA~~TROY~~	~~IL~~ID	83634~~62294~~	~~618-580-0264~~(208) 339-	John Doherty~~Debb~~
3637~~1047-0004~~		1~~3~~	1325 21ST STREET STE 104~~GRANITE CITY~~	LEWISTON~~IL~~	ID~~62040~~	83501~~618-58~~	(509) 780-	Jose Robles
1047-~~0010~~		1~~3~~	516 EDWARDSVILLE RD STE A~~GLEN~~	TROY	IL	62294~~62034~~	(618~~-~~) 580-~~-~~0264	Debbie Njai
1047-~~0011~~		4~~1~~	3717 NAMEOKI RD~~COLLINSVILLE~~	GRANITE CITY	IL	62040~~62234~~	(618~~-~~) 580-~~-~~0264	Debbie Njai
1047-~~0012~~		10~~3~~	3751 STATE ROUTE 159~~SHILOH~~	GLEN CARBON	IL	62034~~62269~~	(618~~-~~) 580-~~-~~0264	Debbie Njai
1047-~~0014~~		11~~1~~	1042 COLLINSVILLE CROSSING BLV~~ALTON~~	COLLINSVILLE	IL	62234~~62002~~	(618~~-~~) 580-~~-~~0264	Debbie Njai
1047~~1061-0001~~		12~~3~~	3254 GREEN MOUNT CROSSING	SHILOH	IL	62269-	~~309-657-6082~~(618) 580-	Debbie Njai~~Tim~~
1047~~1061-0003~~		14~~4~~	1601 WASHINGTON AVE~~PEORIA~~	ALTON	IL	62002~~61614~~	~~309-657-6082~~(618) 580-	Debbie Njai~~Tim~~
1061-~~0004~~		1~~2~~	3023 N STERLING AVENUE~~PEKIN~~	PEORIA	IL	61604~~61554~~	(309~~-~~) 657-~~-~~6082	Tim McShane
1061-~~0005~~		~~991~~	4325 SHERIDAN #4	PEORIA	IL	61614~~61615~~	(309~~-~~) 657-~~-~~6082	Tim McShane
1061-~~0006~~		4~~2~~	2115A COURT ST~~BLOOMINGTON~~	PEKIN	IL	61554~~61701~~	(309~~-~~) 657-~~-~~6082	Tim McShane
1061-~~0007~~		5	~~2507 E OAKLAND~~9915 F NORTH KNOXVILLE	PEORIA~~BLOOMINGTON~~	IL	61615~~61701~~	(309~~-~~) 657-~~-~~6082	Tim McShane
1061~~1148-0001~~		~~152~~	2210 COTTAGE AVE~~GALESBURG~~	BLOOMINGTON	IL	61701~~61401~~	(309~~-483-2688~~) 657-	Tim McShane
1061~~1189-0003~~		~~521~~	~~GODFREY~~2507 E OAKLAND AVE UNIT 2	BLOOMINGTON	IL	61701~~62035~~	~~314-393-5378~~(309) 657-	Tim McShane~~Doyl~~
1189-~~0004~~		3	~~305 E EDWARDSVILLE~~5218 GODFREY RD	~~WOOD RIVER~~GODFREY	IL	~~62095~~62035	(314~~-~~) 393-~~-~~5378	Doyle Beck
1189~~1257-0001~~		4~~3~~	305 E EDWARDSVILLE RD~~SKOKIE~~	WOOD RIVER	IL	62095~~60076~~	~~847-962-7166~~(314) 393-	Doyle Beck~~Firoz~~
1257-~~0002~~		1~~4~~	3535 W. DEMPSTER STREET~~HILLSIDE~~	SKOKIE	IL	60076~~60162~~	(847~~-~~) 962-~~-~~7166	Firoz Khan
1257~~1292-0001~~		2~~3~~	454 MANNHEIM RD~~CHICAGO~~	HILLSIDE	IL	60162~~60618~~	(847~~-~~) 962-~~-~~7166	Firoz Khan~~Fazlur~~
1292~~1299-0001~~		1~~5~~	3135 WEST ADDISON AVENUE~~ROCHELLE~~	CHICAGO	IL	60618~~61068~~	~~815-979-2512~~(847) 962-	Fazlur Rahman~~Sair~~
1299~~1371-0001~~		1~~1~~	555 W HWY 38~~BELLEVILLE~~	ROCHELLE	IL	61068~~62221~~	~~636-219-3384~~(815) 979-	Sair Ali~~Michael Ha~~
1371~~1551-0001~~		~~680~~	1050 CARLYLE AVE.~~MUNDELEIN~~	BELLEVILLE~~IL~~	~~60060~~IL	62221~~847-96~~	(636) 219-3384~~Fazlur~~	Michael Harr
1551-~~0003~~		~~327~~	680 SOUTH LAKE ~~IN THE HILLS~~STREET	~~IL~~MUNDELEIN	~~60156~~IL	60060	(847~~-~~) 962-~~-~~7166	Fazlur Rahman
1551-~~0005~~		3	~~537 DUNDEE~~327 RANDALL RD	~~WHEELING~~LAKE IN THE	IL	~~60090~~60156	(847~~-~~) 962-~~-~~7166	Fazlur Rahman
1551~~1764-0002~~		5~~1~~	537 DUNDEE RD~~FREEPORT~~	~~IL~~WHEELING	IL~~61032~~	~~650-296-5367~~	(847) 962-	Fazlur Rahman
1764-~~0007~~		1~~2~~	2350 SYCAMORE ROAD STE J~~CHAMPAIGN~~	DEKALB~~IL~~	IL~~61822~~	60115	(650~~-~~) 296-~~-~~5367	Robertson Yao

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~
~~EXHIBIT F~~

Franchise Stores in the USA as of 12/31/2023

1764~~-0~~	~~272~~	1009 WEST GALENA AVE~~CHANNAHON~~	FREEPORT	IL	61032~~60410~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	6~~1~~	812 BROADMEADOW RD STE B~~ROCK~~	RANTOUL	IL	61866~~61071~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	7~~7~~	2018 N PROSPECT AVE	CHAMPAIGN	IL	61822~~61820~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	8~~1~~	1015 1ST AVE~~CHAMPAIGN~~	ROCK FALLS	IL	61071~~61821~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	~~235~~	1211 S. MATTIS~~DEKALB~~	CHAMPAIGN	IL	61821~~60115~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	10~~2~~	703 S NEIL STREET SUITE A~~DANVILLE~~	CHAMPAIGN	IL	61820~~61832~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	11~~3~~	3106 KIRCHOFF ROAD~~BOURBONNAIS~~	ROLLING MEADOWS	IL	60008~~60914~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	12~~1~~	4320 W. ELM ST.~~KANKAKEE~~	MCHENRY	IL	60050~~60901~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	~~451~~	127 SOUTH EASTWOOD DR~~BENSENVILLE~~	WOODSTOCK	IL	~~60106~~60098-	(650-) 296-5367	Robertson Yao
1764~~-0~~	14~~1~~	618 W LIBERTY ST~~DES PLAINES~~	WAUCONDA	IL	60084~~60018~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	15~~2~~	~~FRANKLIN~~451 IRVING PARK ROAD	BENSENVILLE	IL	~~60131~~60106	(650-) 296-5367	Robertson Yao
1764~~-0~~	16~~2~~	1455 LEE STREET~~ADDISON~~	DES PLAINES	IL	60018~~60101~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	~~720~~	2739 N. MANNHEIM~~NILES~~	FRANKLIN PARK	IL	~~60714~~60131	(650-) 296-5367	Robertson Yao
1764~~-0~~	18~~3~~	206 WEST LAKE ST~~ROLLING MEADOWS~~	ADDISON	IL	60101~~60008~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	19	~~4320~~7201C W~~. ELM~~ DEMPSTER ST~~.~~	~~MCHENRY~~NILES	IL	~~60050~~60714	(650-) 296-5367	Robertson Yao
1764~~-0~~	21~~1~~	375 MAIN STREET NW~~WOODSTOCK~~	BOURBONNAIS	IL	60914~~60098-~~	(650-) 296-5367	Robertson Yao
1764~~-0~~	22~~6~~	1650 WEST COURT STREET~~WAUCONDA~~	KANKAKEE	IL	60901~~60084~~	(650-) 296-5367	Robertson Yao
1764~~1~~	~~330~~	76 E NORTH AVE~~MT VERNON~~	VILLA PARK	IL	60181~~62864~~	~~618-841-4215~~(650) 296-	Robertson
1764~~1~~	24~~1~~	2715 VERMILION ST~~HARVARD~~	DANVILLE	IL	61832~~60033~~	~~815-979-2512~~(650) 296-	Robertson
1764~~1~~	~~200~~	1301 ENTERPRISE WAY, SUITE	MARION	IL	62959~~60152~~	~~815-979-2512~~(650) 296-	Robertson
1764~~1~~	26	~~258~~819 W. ~~MORTON AVE~~MAIN ST.	~~JACKSONVILLE~~CARBONDAL	IL	~~62650~~62901	~~269-589-8108~~(650) 296-	Robertson
1764~~1~~	27~~2~~	303 S. COMMERCIAL STREET~~QUINCY~~	HARRISBURG~~IL~~	IL~~62301~~	62946~~269-58~~	(650) 296-5367~~Steve-~~	Robertson Yao
1764~~1~~	28~~7~~	878 STATE ROUTE 59~~CHICAGO~~	BARTLETT~~IL~~	IL~~60617~~	~~773-294-2482~~	(650) 296-5367	Robertson Yao
1769~~1~~	1~~3~~	3300 BROADWAY, STE F~~CHARLESTON~~	MT VERNON~~IL~~	IL~~61920~~	62864~~217-24~~	(618) 841-4215~~Tim-~~	Joeann Fox
1948~~1~~	1~~2~~	1211 S DIVISION~~EFFINGHAM~~	HARVARD~~IL~~	IL~~62401~~	60033~~217-24~~	(815) 979-2512~~Tim-~~	Sair Ali
1955~~1~~	**7**~~1~~	2638 BROADWAY ST.~~MATTOON~~	QUINCY~~IL~~	IL~~61938~~	62301~~217-24~~	(269) 589-8108~~Tim-~~	Steve Brevitz
1955~~2~~	**8**~~1~~	258 W. MORTON AVE~~DECATUR~~	~~IL~~JACKSONVILLE	IL~~62526~~	~~708-203-9590~~	~~Ellen Cope~~(269) 589-	Steve Brevitz
1955~~2~~	**9**~~3~~	2427 ADLAI STEVENSON DR~~DECATUR~~	SPRINGFIELD~~IL~~	IL~~62521~~	~~708-203-9590~~	~~Ellen Cope~~(269) 589-	Steve Brevitz
1961~~3~~	1~~2~~	7902 S EXCHANGE AVE~~SYCAMORE~~	CHICAGO~~IL~~	IL~~60178~~	60617~~630-77~~	~~DANNY Patel~~(773) 294-	Aqdas Samar
1983~~3~~	1~~1~~	3 WEST LINCOLN AVENUE~~MARION~~	CHARLESTON~~IL~~	IL~~62959~~	61920~~270-70~~	(217) 246-	Tim Buenker
1983~~3~~	~~819~~	200 SOUTH HENRIETTA~~CARBONDALE~~	EFFINGHAM~~IL~~	~~62901~~IL	62401~~270-70~~	(217) 246-	Tim Buenker
1983~~3~~	3~~3~~	1906 WESTERN AVE SUITE B~~HARRISBURG~~	MATTOON~~IL~~	IL~~62946~~	61938~~270-70~~	(217) 246-	Tim Buenker
2085~~30~~	1~~1~~	1925 N WATER ST~~CAHOKIA~~	DECATUR~~IL~~	~~62206~~IL	62526~~618-85~~	~~Jashuben Patel~~(708)	
2085~~3~~	~~448~~	3611 E US ROUTE 36~~LOMBARD~~	DECATUR~~IL~~	~~60148~~IL	62521~~224-67~~	(708) 203-	

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~
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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

30243	840	265 PEACE RD~~ELK GROVE VILLAGE~~	SYCAMORE	IL	60178	~~224 433 9301~~(630) 770-	~~Sba Foods~~DANNY
32533	4	~~2024 EAST 95TH~~1526 N HENDERSON STREET	~~CHICAGO~~GALESBURG	IL	~~60617~~	~~224 433 9301~~(810) 531-	~~Sba Foods~~Mike
32583	1	~~545 W.~~448 EAST ROOSEVELT ~~RD.~~ROAD	LOMBARD~~GLEN ELLYN~~	IL	60148	(224~~433 9301~~) 678-8651	Shehzad Amlani~~Sba~~
3261~~0~~	15	840 SOUTH ARLINGTON HEIGHTS	ELK GROVE VILLAGE	IL	60007	(224~~.~~) 433~~-~~9301	~~Sba Foods~~Farid
3261~~0~~	21	545 W. ROOSEVELT RD.~~HUNTLEY~~	GLEN ELLYN	IL	60137	(224~~.~~) 433~~-~~9301	~~Sba Foods~~Farid
32613	34	2024 EAST 95TH STREET~~ROCK ISLAND~~	CHICAGO	IL	60617	~~734 740 2044~~(224) 433-	Farid
3261~~33~~	61	5899 NORTHWEST HWY~~MOLINE~~	CRYSTAL LAKE	IL	60014	~~602 908 4616~~(224) 433-	~~Karen Keown~~Farid
32613	~~750~~	12250 PRINCETON DRIVE~~WATSEKA~~	HUNTLEY	IL	60142	~~815 412 4161~~(224) 433-	Farid
32613	213	6940 S ASHLAND AVE~~CLINTON~~	CHICAGO	IL	60636	~~217 703 1591~~(224) 433-	~~Randy Meyer~~Farid
33203	~~242~~	4307 18TH AVE~~W FRANKFORT~~	ROCK ISLAND	IL	61201	~~217 703 1591~~(734) 740-	Mike
34043	1	~~1502 STATE~~750 W WALNUT ST	~~LAWRENCEVILLE~~WATSEKA	IL	~~62439~~	~~217 703 1591~~(815) 412-	Rajinder Singh~~Randy~~
3415~~0~~	11	303 W VAN BUREN ST~~TILTON~~	CLINTON	IL	61727	(217~~.~~) 703~~-~~1591	~~Randy~~Alan Meyer
34153	2	~~1614 S MACARTHUR~~2420 KEN GRAY BLVD	W	IL	~~62704~~	~~618 550 2466~~(217) 703-	Alan Meyer~~Jignesh~~
34153	~~714~~	1525 GEORGETOWN RD~~HOOPESTON~~	TILTON	IL	61833	~~815 412 4161~~(217) 703-	Alan
34153	42	1502 STATE ST~~Riverton~~	LAWRENCEVILLE	IL	62439	~~815 412 4161~~(217) 703-	Alan
34493	~~505~~	~~MACOMB~~1614 S MACARTHUR BLVD	SPRINGFIELD	IL	~~61455~~	~~217 221 5667~~(618) 550-	Jignesh Patel~~Dave~~
34753	1	~~16600~~714 W ~~159TH~~ORANGE ST	~~LOCKPORT~~HOOPESTON	IL	~~60441~~	~~847 508 8431~~(815) 412-	Rajinder Singh~~Faisal~~
34753	24	2855 Overpass Rd~~ROMEOVILLE~~	Riverton	IL	62561	~~847 508 8431~~(815) 412-	Rajinder Singh~~Faisal~~
35833	**1**	~~2024~~505 W ~~WILSON~~JACKSON ST	~~BATAVIA~~MACOMB	IL	~~60510~~	~~847 567 1187~~(99999217)	Dave Riney~~Martin~~
~~0459 0~~	31	1671 CAMP JACKSON RD~~SEYMOUR~~	CAHOKIA~~IN~~	IL~~47274~~	~~502 29~~	(99999773) 454-2948	Danny Ruffin
36130~~4~~	17	470 S WEBER RD~~CLARKSVILLE~~	ROMEOVILLE~~IN~~	IL~~47129~~	60446	(847) 508-8431	Josh Gillani
36130~~4~~	22	16600 W 159TH ST~~NEW ALBANY~~	~~IN~~LOCKPORT	IL~~47150~~	~~502 29~~	(847) 508-8431	Josh Gillani
36420~~4~~	12	2024 W WILSON ST~~JEFFERSONVILLE~~	~~IN~~BATAVIA	IL~~47130~~	~~502 29~~	(847) 567-1187	Martin Napoleon
37771	13	3248 GLENVIEW ROAD~~JASPER~~	~~IN~~GLENVIEW	IL~~47546~~	~~618 55~~	(917) 539-8655~~Roger~~	Karim Khowaja
37771	26	7001 NORTH CLARK STREET~~VINCENNES~~	CHICAGO~~IN~~	IL~~47591~~	~~618 55~~	(917) 539-8655~~Roger~~	Karim Khowaja
37791	~~531~~	1250 41ST STREET~~COLUMBIA CITY~~	MOLINE~~IN~~	IL~~46725~~	61265	(734) 740-2044~~Dan~~	Mike Littlefield
459~~12~~	92	2868 CHARLESTOWN RD~~MICHIGAN CITY~~	NEW ALBANY	IN	47150	~~219 464 9536~~(502) 292-	Mike Michalak~~Dan~~
459~~12~~	106	2903 E 10TH STREET~~PORTAGE~~	JEFFERSONVILLE	IN	47130	~~219 464 9536~~(502) 292-	Mike Michalak~~Dan~~
459~~12~~	182	750 EASTERN BLVD. #100~~LA PORTE~~	CLARKSVILLE	IN	47129	~~219 464 9536~~(502) 292-	Mike Michalak~~Dan~~
~~1201 0~~	221	411 E CIIFTY DR~~PLYMOUTH~~	MADISON	IN	47250	~~219 464 9536~~(502) 292-	Mike Michalak~~Dan~~
~~1201 0~~	245	1250 E TIPTON ST~~CHESTERTON~~	SEYMOUR	IN	47274	~~219 464 9536~~(502) 292-	Mike Michalak~~Dan~~
1112~~12~~	82	3121 NEWTON STREET~~VALPARAISO~~	JASPER	IN	47546	~~219 464 9536~~(618) 554-	Roger Akers~~Dan~~
1112~~12~~	92	601 COLLEGE AVE~~WARSAW~~	VINCENNES	IN	47591	~~219 464 9536~~(618) 554-	Roger Akers~~Dan~~
1201~~0~~	13	2026 EAST US HIGHWAY 20~~LOGANSPORT~~	MICHIGAN CITY	IN	46360	(219~~.~~) 464~~-~~9536	Dan Hancock

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1201	2~~39~~	6321 CENTRAL AVENUE~~FORT WAYNE~~	PORTAGE	IN	46368	~~269-349-7900~~(219) 464-	Dan Hancock~~Kelly~~
1201	3~~57~~	2433 MONROE STREET~~FORT WAYNE~~	LA PORTE	IN	46350	~~269-349-7900~~(219) 464-	Dan Hancock~~Kelly~~
1201	5~~24~~	524 INDIAN BOUNDARY	CHESTERTON	IN	46304	~~269-349-7900~~(219) 464-	Dan Hancock~~Kelly~~
1201	~~211~~	2500 CALUMET AVE~~FT. WAYNE~~	VALPARAISO	IN	46383	~~269-349-7900~~(219) 464-	Dan Hancock~~Kelly~~
1338	~~902~~	3907 E. STATE BLVD.	FORT WAYNE	IN	46805	(269-) 349--7900	Kelly Hogarth
1338	20	~~401~~211 E. ~~LINCOLN HIGHWAY~~RUDISILL	~~NEW HAVEN~~FT. WAYNE	IN	~~46774~~	(269-) 349--7900	Kelly Hogarth
1338	~~6417~~	119 MAIN ST.~~FORT WAYNE~~	KENDALLVILLE	IN	46755	(269-) 349--7900	Kelly Hogarth
1338	~~119~~	5722 MAPLECREST~~KENDALLVILLE~~	FORT WAYNE	IN	46835	(269-) 349--7900	Kelly Hogarth
1338	23	~~6302 ILLINOIS~~902 GOSHEN RD	FORT WAYNE	IN	~~46804~~	(269-) 349--7900	Kelly Hogarth
1338	24	~~3601 E EDISON~~6417 BLUFFTON RD	FORT WAYNE~~SOUTH~~	IN	46809	~~574-287-2155~~(269) 349-	Kelly Hogarth
1338	25~~1~~	240 S JEFFERSON STREET~~SOUTH BEND~~	HUNTINGTON	IN	46750	~~574-287-2155~~(269) 349-	Kelly Hogarth
1338	26~~5~~	401 E. LINCOLN HIGHWAY~~MISHAWAKA~~	NEW HAVEN	IN	~~46544~~	~~574-287-2155~~(269) 349-	Kelly Hogarth
1338	27~~4~~	6302 ILLINOIS RD~~SOUTH BEND~~	FORT WAYNE	IN	46804	~~574-287-2155~~(269) 349-	Kelly Hogarth
1419	1~~52~~	3601 E EDISON RD STE G	SOUTH BEND	IN	46615	(574-) 287--2155	Scott Fraser
1419	2~~53~~	1225 E IRELAND ROAD~~INDIANAPOLIS~~	SOUTH BEND	IN	46614	~~313-300-0622~~(574) 287-	Scott Fraser~~Bill &~~
1419	3~~71~~	520 BITTERSWEET ROAD~~INDIANAPOLIS~~	MISHAWAKA	IN	46617	~~313-300-0622~~(574) 287-	Scott Fraser~~Bill &~~
1419	4~~56~~	4329 W WESTERN AVE~~INDIANAPOLIS~~	SOUTH BEND	IN	46619	~~313-300-0622~~(574) 287-	Scott Fraser~~Bill &~~
1419	5~~10~~	52931 STATE ROAD 933~~AVON~~	SOUTH BEND	IN	46637	~~313-300-0622~~(574) 287-	Scott Fraser~~Bill &~~
1483	~~320~~	5313 W 10TH STREET~~ANDERSON~~	INDIANAPOLIS	IN	46224	~~765-635-0009~~(313) 300-	Bill & Paula
1483	2~~17~~	7145 N. MICHIGAN RD.~~NEW CASTLE~~	INDIANAPOLIS	IN	46268	~~765-635-0009~~(313) 300-	Bill & Paula
1483	3~~18~~	5621 WEST 38TH STREET~~ELKHART~~	INDIANAPOLIS~~IN~~	IN~~46516~~	46254	(313) 300-0622	Bill & Paula Buisch
1483	4~~26~~	10976 US HIGHWAY 36~~ELKHART~~	AVON~~IN~~	IN~~46517~~	46123	(313) 300-0622	Bill & Paula Buisch
1500	1	1808C E. BRISTOL~~1536 S NAPPANEE~~ ST.	ELKHART	IN	~~46516~~	(574-) 970--5891	Kerri Wallace
1500	2~~23~~	2637B S MAIN ST~~INDIANAPOLIS~~	ELKHART~~IN~~	IN~~46227~~	46517	~~Patrick Himes~~(574) 970-	Kerri Wallace
1500	7	~~2245 SOUTH SHELBY~~1536 S NAPPANEE ST	ELKHART~~INDIANAPOLIS~~	IN	46516	~~317-935-2323~~(574) 970-	~~Patrick Himes~~Kerri
1586	17~~6~~	105 S. TANNERS CREEK	~~IN~~LAWRENCEBURG	IN~~46142~~	~~317-93~~	~~Patrick Himes~~(937) 269-	Jon Collins
1632	**548**	~~906 NORTH MORTON~~152 WEST LOGAN	~~FRANKLIN~~NOBLESVILLE	IN	~~46131~~	~~317-935-2323~~(801) 913-	Josh Hill~~Patrick Himes~~
1632	**549**	~~4922 S EMERSON~~3333 KENTUCKY AVE.	INDIANAPOLIS	IN	~~46203~~	~~317-935-2323~~(801) 913-	Josh Hill~~Patrick Himes~~
1632	**550~~8~~**	6845 BLUFF RD STE 21~~SHELBYVILLE~~	INDIANAPOLIS~~IN~~	IN~~46176~~	46217	~~Patrick Himes~~(801) 913-	Josh Hill
1632	**551~~4~~**	835 SOUTH TILLOTSON AVE	MUNCIE~~IN~~	IN~~46201~~	47304	~~Patrick Himes~~(801) 913-	Josh Hill
1632	**552~~2~~**	308 WEST MARKLAND	KOKOMO~~IN~~	IN~~46202~~	46901	~~Patrick Himes~~(801) 913-	Josh Hill
1632	**553~~1~~**	1325 WEST 4TH ST.~~INDIANAPOLIS~~	~~IN~~MARION	IN~~46219~~	~~317-93~~	~~Patrick Himes~~(801) 913-	Josh Hill
1632	**554~~6~~**	11785 ALLISONVILLE RD~~LAWRENCE~~	FISHERS~~IN~~	IN~~46236~~	46038	~~Patrick Himes~~(801) 913-	Josh Hill
1632	~~1633~~	~~GREENFIELD~~220 W MCGALLIARD RD	MUNCIE~~IN~~	~~46140~~IN	47303	~~Patrick Himes~~(801) 913-	Josh Hill

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1632	~~2520~~	3400 S EAST STREET~~TERRE HAUTE~~	INDIANAPOLIS	IN	4622747803	~~989-239-2238~~(801) 913-	Josh Hill~~Chip~~
1632	**557**	10745 E WASHINGTON ST~~1113 E.~~	INDIANAPOLIS~~BRAZIL~~	IN	4622947834	~~989-239-2238~~(801) 913-	Josh Hill~~Chip~~
1632	~~1834~~	5627 GEORGETOWN RD~~TERRE HAUTE~~	INDIANAPOLIS	IN	4625447804	~~989-239-2238~~(801) 913-	Josh Hill~~Chip~~
1632	**559**~~2~~	~~COLUMBUS~~2001 W WASHINGTON ST	INDIANAPOLIS	IN	4622247201	~~989-239-2238~~(801) 913-	Josh Hill~~Chip~~
1632	**560**	~~105~~3105 S. ~~TANNERS CREEK DRIVE~~9TH	~~LAWRENCEBURG~~LAFAYET	IN	4790947025	~~937-269-4885~~(801) 913-	Josh Hill~~Christian~~
1632	**561**~~1~~	3205 UNION STREET~~FISHERS~~	LAFAYETTE	IN	4790946038	(801-) 913--1159	Josh Hill
1995	9~~32~~	2520 WABASH AVE UNIT N~~LAFAYETTE~~	TERRE HAUTE	IN	4780347909	~~801-913-1159~~(336) 413-	Shawn Darter~~Josh~~
1995	~~152~~	1113 E. NATIONAL AVE.~~NOBLESVILLE~~	BRAZIL	IN	~~4606~~47834-	~~801-913-1159~~(336) 413-	Shawn Darter~~Josh~~
1995	11	~~3333 KENTUCKY~~1834 LAFAYETTE AVE.	TERRE	IN	~~4622~~47804	~~801-913-1159~~(336) 413-	Shawn Darter~~Josh~~
1995	12~~6~~	2106 CENTRAL AVE~~INDIANAPOLIS~~	COLUMBUS	IN	4720146217	~~801-913-1159~~(336) 413-	Shawn Darter~~Josh~~
3007	~~835~~	1010 WEST 7TH STREET~~MUNCIE~~	AUBURN	IN	4670647304	~~801-913-1159~~(616) 648-	Brian Burns~~Josh~~
3007	2~~30~~	941 NORTH MAIN ST~~KOKOMO~~	BLUFFTON	IN	4671446901	~~801-913-1159~~(616) 648-	Brian Burns~~Josh~~
3250	4	~~1325 WEST 4TH~~1503 E MAIN ST. STE 100	RICHMOND~~MARION~~	IN	4737446952	~~801-913-1159~~(734) 239-	Frank Sanchez~~Josh~~
3261	~~101~~	2560 GARFIELD ST~~MUNCIE~~	GARY	IN	4640447303	~~801-913-1159~~(224) 433-	Farid Fatehally~~Josh~~
3261	10	~~3400 S EAST~~906 NORTH MORTON	FRANKLIN~~INDIANAPOLI~~	IN	4613146227	~~801-913-1159~~(224) 433-	Farid Fatehally~~Josh~~
3261	11~~1~~	4922 S EMERSON AVE	INDIANAPOLIS	IN	4620346229	~~801-913-1159~~(224) 433-	Farid Fatehally~~Josh~~
3261	12~~5~~	4477 E 10TH ST	INDIANAPOLIS	IN	4620146254	~~801-913-1159~~(224) 433-	Farid Fatehally~~Josh~~
3261	13	~~2001 W WASHINGTON~~2245 SOUTH	INDIANAPOLIS	IN	~~4622~~46203-	~~801-913-1159~~(224) 433-	Farid Fatehally~~Josh~~
3261	14~~3~~	2181 N MERIDIAN ST~~LAFAYETTE~~	INDIANAPOLIS	IN	4620247909	~~801-913-1159~~(224) 433-	Farid Fatehally~~Josh~~
3261	15~~1~~	6322 OAKLANDON ROAD~~AUBURN~~	OAKLANDON	IN	4623646706	~~616-648-5919~~(224) 433-	Farid
3261	16	~~941~~1633 NORTH ~~MAIN ST~~STATE STREET	~~BLUFFTON~~GREENFIELD	IN	~~4671~~46140	~~616-648-5919~~(224) 433-	Farid
3261	~~1503~~	2364 EAST STOP 11 ROAD~~RICHMOND~~	INDIANAPOLIS~~IN~~	IN~~47374~~	46227~~734-23~~	(224) 433-9301~~Frank~~	Farid Fatehally
3261	18~~2~~	670 SOUTH US HIGHWAY 31~~GARY~~	GREENWOOD~~IN~~	IN~~46404~~	46142	(224-) 433--9301	~~Sba Foods~~Farid
3261	~~4495~~	809 S HARRISON ST~~TERRE HAUTE~~	SHELBYVILLE~~IN~~	~~47802~~IN	46176~~812-24~~	(224) 433-	Farid Fatehally
3261	20~~6~~	1551 NORTH POST ROAD~~ANGOLA~~	INDIANAPOLIS~~IN~~	IN~~46703~~	46219	(224) 433-9301	Farid Fatehally
3367	1	~~4568 ELKHART~~4495 ERIE CANAL RD	~~ELKHART~~TERRE HAUTE	IN	~~4651~~47802	~~574-536-0203~~(812) 243-	Surinder
3441	4~~72~~	610 N. WAYNE ST.~~GOSHEN~~	ANGOLA~~IN~~	IN~~46526~~	46703~~574-53~~	~~Richard Tribble~~	Derek Turowski
3492	1~~94~~	720 LINCOLNWAY EAST~~CHARLESTOWN~~	GOSHEN~~IN~~	IN~~47111~~	46526~~502-64~~	(574) 536-0203~~Jake~~	Richard Tribble
3492	2~~84~~	4568 ELKHART RD~~CAMBY~~	~~IN~~ELKHART	IN~~46113~~	~~317-970-~~4651	~~Scott Aden~~(574) 536-	Richard Tribble
~~3592~~	3~~14~~	1635 N MICHIGAN AVE~~PLAINFIELD~~	PLYMOUTH~~IN~~	IN~~46168~~	46563~~317-97~~	~~Scott Aden~~(574) 536-	Richard Tribble
3492	4~~20~~	219 S LAKE ST~~EVANSVILLE~~	WARSAW~~IN~~	IN~~47714~~	46580~~856-57~~	(574) 536-	Richard Tribble
3492	5~~24~~	3025 E. MARKET STREET~~EVANSVILLE~~	LOGANSPORT~~IN~~	IN~~47711~~	46947~~856-57~~	(574) 536-	Richard Tribble
3492	6	~~130~~531 N LINE ST~~JOSEPH AVE.~~	COLUMBIA	IN	4672547712	~~856-577-1106~~(574) 536-	Richard
3585	1~~77~~	9413 HIGHWAY 403~~NEWBURGH~~	CHARLESTOWN~~IN~~	IN~~47630~~	47111~~856-57~~	(502) 640-	Jake Zimmerman

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3631~~3~~	1~~9~~	7755 B FRUITWOOD LANE~~DECATUR~~	NEWBURGH	IN	4763046733	~~773-574-1884~~(856) 577-	Mitesh Bhavsar~~Ranmeet~~
3631~~3~~	2~~1~~	2007 WASHINGTON	EVANSVILLE	IN	4771447933	~~317-407-8810~~(856) 577-	Mitesh Bhavsar~~Bryan~~
3631~~3~~	3~~2~~	2411 STRINGTOWN RD~~WEST LAFAYETTE~~	EVANSVILLE	IN	4771147906	~~765-404-8065~~(856) 577-	Mitesh Bhavsar~~Valerie~~
3631~~1~~	4	~~5000 S BROADWAY~~130 N ST JOSEPH AVE.	~~WICHITA~~EVANSVILLE	~~KS~~IN	~~6721~~47712	~~316-640-2909~~(856) 577-	Mitesh Bhavsar~~Austin~~
3675~~2~~	~~921~~	927 S 13TH ST~~HUTCHINSON~~	DECATUR~~KS~~	~~67501~~IN	46733~~316-30~~	(773) 574-	Ranmeet Singh
3693~~2~~	1~~1~~	1879 SOUTH US 231~~DODGE CITY~~	CRAWFORDSVILLE~~KS~~	IN~~67801~~	47933~~316-30~~	(317) 407-	Bryan Snook
3741~~3~~	1~~7~~	2060 SAGAMORE PKWY W~~LIBERAL~~	WEST LAFAYETTE~~KS~~	IN~~67901~~	47906~~214-30~~	~~Vibe Restaurants~~	Valerie Adkins
3754~~3~~	1~~1~~	10499 N US HIGHWAY 41~~GARDEN CITY~~	~~KS~~ROSEDALE	IN~~67846~~	~~214-300-5387~~	~~Vibe Restaurants~~	Harkavel Singh
3787~~3~~	1~~2~~	3205 COLUMBUS AVE~~WICHITA~~	ANDERSON~~KS~~	IN~~67203~~	~~214-300-5387~~	~~Vibe Restaurants~~	Paul Ott
3787~~3~~	2~~3~~	1726 GRAND AVE~~DERBY~~	NEW CASTLE~~KS~~	IN~~67037~~	~~214-300-5387~~	~~Vibe Restaurants~~	Paul Ott
3787~~3~~	~~144~~	8411 WINDFALL LANE, SUITE	CAMBY~~KS~~	IN~~67212~~	46113~~214-30~~	~~Vibe Restaurants~~	Paul Ott
3787~~3~~	4~~1~~	1410 E MAIN ST STE 107~~WICHITA~~	PLAINFIELD~~KS~~	IN~~67207~~	46168~~214-30~~	~~Vibe Restaurants~~	Paul Ott
3787~~3~~	~~601~~	~~WICHITA~~391 E 5TH ST	~~KS~~CONNERSVILLE	~~67203~~IN	~~214-300-5387~~	~~Vibe Restaurants~~	Paul Ott
1498~~3~~	3~~1~~	5000 S BROADWAY AVE~~MANHATTAN~~	WICHITA	KS	67216~~66502~~	~~214-300-5387~~(316) 640-	Austin Morris~~Vibe~~
2000~~3~~	2	~~107~~921 E ~~6TH STREET~~4TH AVE. STE. D	~~JUNCTION~~	KS	~~6644~~67501	~~214-300-5387~~(316) 308-	Steven Smith~~Vibe~~
2000~~3~~	3~~1~~	1909 NORTH 14TH AVE SUITE E~~EMPORIA~~	DODGE CITY	KS	67801~~66801~~	~~214-300-5387~~(316) 308-	Steven Smith~~Vibe~~
3222~~3~~	~~331~~	1810 EAST KANSAS AVE~~HAYS~~	GARDEN CITY	KS	6784~~67601~~	~~888-427-0554~~(214) 300-	Vibe Restaurants
3222~~3~~	~~410~~	733 N. KANSAS AVE.~~WICHITA~~	LIBERAL	KS	67901~~67218~~	~~888-427-0554~~(214) 300-	Vibe Restaurants
3222~~3~~	21~~2~~	1014 COMMERCIAL ST~~WICHITA~~	EMPORIA	KS	66801~~67217~~	~~888-427-0554~~(214) 300-	Vibe Restaurants
3222~~3~~	26~~6~~	1150 W LOOP~~SALINA~~	MANHATTAN	KS	66502~~67401~~	~~888-427-0554~~(214) 300-	Vibe Restaurants
3222~~3~~	27~~1~~	107 E 6TH STREET	~~KANSAS~~JUNCTION CITY	KS	~~66102~~66441	(214-~~563-7794~~) 300-	~~Nik Bhakta~~Vibe
3222~~3~~	43~~2~~	2046 W. 21ST. NORTH~~LEAVENWORTH~~	WICHITA	KS	67203~~66048~~	(214-~~563-7794~~) 300-	~~Nik Bhakta~~Vibe
3222~~3~~	44~~5~~	320 N. ROCK ROAD STE 100~~TOPEKA~~	DERBY	KS	67037~~66604~~	(214-~~563-7794~~) 300-	~~Nik Bhakta~~Vibe
3222~~3~~	45~~9~~	1444 N MAIZE RD STE 100~~OLATHE~~	WICHITA~~KS~~	KS~~66061~~	67212	(214-~~563-7794~~) 300-	~~Nik Bhakta~~Vibe
3222~~3~~	46~~1~~	1353 S. WEBB RD~~LAWRENCE~~	WICHITA~~KS~~	KS~~66046~~	67207	(214-~~563-7794~~) 300-	~~Nik Bhakta~~Vibe
3222~~3~~	47	~~1005~~601 N. ~~MAIN~~WEST STREET STE 208	~~NEWTON~~WICHITA	KS	~~6711~~67203	~~316-250-7562~~(214) 300-	~~Kimberly Patterson~~Vibe
3646~~3~~	**1~~3~~**	645 E CRAWFORD ST.~~WICHITA~~	SALINA~~KS~~	KS~~67220~~	67401~~316-25~~	~~Kimberly Patterson~~(888)	Vibe Restaurants Adm
3646~~3~~	**2~~4~~**	4100 E HARRY STE 30~~HUTCHINSON~~	WICHITA~~KS~~	~~67502~~KS	67218~~316-25~~	~~Kimberly Patterson~~(888)	Vibe Restaurants Adm
3646~~01~~	**3~~1~~**	2548 S. SENECA~~FLATWOODS~~	WICHITA~~KY~~	KS~~41139~~	67217~~304-63~~	~~Vicki~~	Vibe Restaurants Adm
3646~~01~~	**4~~2~~**	~~ASHLAND~~3310 VINE ST STE 10	HAYS~~KY~~	KS~~41101~~	67601~~304-63~~	~~Vicki~~	Vibe Restaurants Adm
3647~~01~~	**11~~4~~**	151 S 18TH ST~~GRAYSON~~	~~KY~~KANSAS CITY	KS~~41143~~	~~304-638-1772~~	~~Vicki~~	Jay Patel
3647~~01~~	**12~~3~~**	2024 S 4TH ST~~CATLETTSBURG~~	LEAVENWORTH~~KY~~	KS~~41129~~	66048~~304-63~~	~~Vicki~~	Jay Patel
3647~~03~~	~~808~~	5329 SW 21ST ST~~LONDON~~	TOPEKA~~KY~~	KS~~40741~~	66604~~606-68~~	(724) 328-0007~~Matt~~	Jay Patel
3647~~03~~	**14~~5~~**	904 E SANTA FE ST~~BARBOURVILLE~~	OLATHE~~KY~~	KS~~40906~~	66061~~606-68~~	(724) 328-0007~~Matt~~	Jay Patel

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3647~~03~~	**15**~~5~~	1528 W 23RD ST~~SOMERSET~~	LAWRENCE~~KY~~	KS~~42501~~	66046	(724) 328-0007~~Matt~~	Jay Patel
3647~~03~~	**16**~~9~~	3025 W 6TH ST~~RUSSELL SPRINGS~~	LAWRENCE~~KY~~	KS~~42642~~	~~606-68~~	(724) 328-0007~~Matt~~	Jay Patel
3647~~03~~	**17**~~5~~	8925 W 95TH ST~~RICHMOND~~	~~KY~~OVERLAND PARK	KS~~40475~~	~~606-68~~	(724) 328-0007~~Matt~~	Jay Patel
3746~~03~~	1~~5~~	428 EAST 30TH AVENUE~~CORBIN~~	HUTCHINSON~~KY~~	KS~~40701~~	~~606-68~~	(316) 250-7562~~Matt~~	Kim Patterson
3746~~03~~	2~~5~~	1005 N. MAIN~~BEREA~~	~~KY~~NEWTON	KS~~40403~~	~~606-68~~	(316) 250-7562~~Matt~~	Kim Patterson
3746~~03~~	3~~7~~	3570 N WOODLAWN~~GLASGOW~~	WICHITA~~KY~~	KS~~42141~~	67220	(316) 250-7562~~Matt~~	Kim Patterson
~~0337-0~~	3~~6~~	1802 ARGILLITE RD.~~CAMPBELLSVILLE~~	FLATWOODS	KY	41139	~~606-682-0678~~(304) 638-	Vicki Dunn-
~~0337-0~~	4~~1~~	2112 13TH STREET~~MONTICELLO~~	ASHLAND	KY	41101	~~606-682-0678~~(304) 638-	Vicki Dunn-
~~0459-0~~	9~~5~~	405 N. CAROL MALONE BLVD.~~LOUISVILLE~~	GRAYSON	KY	41143	~~502-292-8002~~(304) 638-	Vicki Dunn-marshall
~~0459-0~~	~~240~~	3416 COURT STREET~~MT WASHINGTON~~	CATLETTSBURG	KY	41129	~~502-292-8002~~(304) 638-	Vicki Dunn-marshall
~~0459-0~~	1	~~3121 SOUTH 2ND~~808 S. MAIN STREET	LONDON~~LOUISVILLE~~	KY	40741	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	2~~1~~	595 OLD US 25E~~LOUISVILLE~~	BARBOURVILLE	KY	40906	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	~~600~~	55 BELMONT DRIVE~~CRESTWOOD~~	SOMERSET	KY	42501	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	7~~9~~	95 BERNARD LN~~LOUISVILLE~~	RUSSELL SPRINGS	KY	42642	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	9~~5~~	535 LEIGHWAY DR.~~LOUISVILLE~~	RICHMOND	KY	40475	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	11~~1~~	510 MASTER ST.~~SHELBYVILLE~~	CORBIN	KY	40701	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	12~~5~~	527 GLADES ROAD~~LOUISVILLE~~	BEREA	KY	40403	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	13~~7~~	751 W CHERRY ST~~LOUISVILLE~~	GLASGOW	KY	42141	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	~~254~~	625 E BROADWAY~~LOUISVILLE~~	CAMPBELLSVILLE	KY	42718	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	15~~1~~	184 WALMART PLAZA DR~~LOUISVILLE~~	MONTICELLO	KY	42633	~~502-292-8002~~(606) 682-	Matt Kauffman
~~0459-0~~	2~~3~~	5751 PRESTON HWY	LOUISVILLE	KY	40219	(502-) 292--8002	Mike Michalak
~~0459-0~~	3~~1~~	197 BOONE STATION~~RADCLIFF~~	SHELBYVILLE~~KY~~	KY~~40160~~	40065	(502-) 292--8002	Mike Michalak
~~0459-0~~	~~301~~	5524 NEW CUT RD~~BARDSTOWN~~	LOUISVILLE~~KY~~	KY~~40004~~	40214	(502-) 292--8002	Mike Michalak
~~0681-0~~	5~~9~~	7529 OUTER LOOP~~VERSAILLES~~	LOUISVILLE~~KY~~	KY~~40383~~	40228	(502) 292-8002~~Jack~~	Mike Michalak
459~~10~~	7	~~429 VILLAGE~~254 MARKET PLACE DR.	LOUISVILLE~~PRESTONSBUR~~	KY	~~41653~~	~~606-226-2330~~(502) 292-	~~Steven Jackson~~Mike
459~~10~~	8~~1~~	10019 DIXIE HIGHWAY~~PIKEVILLE~~	LOUISVILLE~~KY~~	KY~~41501~~	40272	~~Steven Jackson~~(502)	Mike Michalak
459~~10~~	11~~9~~	240 EASTBROOKE PKWY STE	MT WASHINGTON~~KY~~	KY~~41858~~	40047	~~Steven Jackson~~(502)	Mike Michalak
459~~10~~	12~~1~~	5901 TERRY RD~~JACKSON~~	LOUISVILLE~~KY~~	KY~~41339~~	40216	~~Steven Jackson~~(502)	Mike Michalak
459~~10~~	13~~2~~	3121 SOUTH 2ND STREET~~STANTON~~	LOUISVILLE~~KY~~	KY~~40380~~	~~606-22~~	~~Steven Jackson~~(502)	Mike Michalak
459~~10~~	14~~6~~	10274 SHELBYVILLE RD~~WEST LIBERTY~~	LOUISVILLE~~KY~~	KY~~41472~~	40223	~~Steven Jackson~~(502)	Mike Michalak
459~~10~~	15~~1~~	6001 PLEASANT COLONY COURT STE	CRESTWOOD~~KY~~	KY~~41465~~	40014	~~Steven Jackson~~(502)	Mike Michalak
459~~10~~	17~~2~~	9593 TAYLORSVILLE RD~~BELFRY~~	LOUISVILLE~~KY~~	KY~~41514~~	40299	~~Steven Jackson~~(502)	Mike Michalak
459~~10~~	19~~2~~	301-B CULPEPER ST~~MOUNT STERLING~~	BARDSTOWN~~KY~~	KY~~40353~~	40004	~~Steven Jackson~~(502)	Mike Michalak
459~~10~~	~~396~~	105 KIETA WAY~~PIKEVILLE~~	RADCLIFF~~KY~~	~~41501~~KY	40160	~~Steven Jackson~~(502)	Mike Michalak

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

459~~10~~	25~~3~~	3000 HIKES LN~~PAINTSVILLE~~	LOUISVILLE		KY	40220	~~606-226-2330~~(502) 292-	~~Steven Jackson~~Mike
681~~10~~	1~~1~~	93 CROSSFIELD DR~~ELIZABETHTOWN~~	VERSAILLES		KY	40383	~~270-877-6249~~(859) 351-	Jack Thomas
1016~~1~~	~~445~~	429 VILLAGE DR~~SHEPHERDSVILLE~~	PRESTONSBURG		KY	41653	~~270-877-6249~~(606) 226-	Aaron Jackson
1016~~1~~	~~303~~	133 S. MAYO TRAIL~~LEXINGTON~~	PIKEVILLE		KY	41501	~~859-227-4573~~(606) 226-	Aaron
1016~~1~~	4~~3~~	98 WHITESBURG PLAZA~~LEXINGTON~~	WHITESBURG		KY	41858	~~859-227-4573~~(606) 226-	Aaron
1016~~1~~	~~380~~	137 HIGHWAY 15 NORTH~~LEXINGTON~~	JACKSON		KY	41339	~~859-227-4573~~(606) 226-	Aaron
1016~~1~~	6~~1~~	22 W COLLEGE AVE.~~LEXINGTON~~	STANTON		KY	40380	~~859-227-4573~~(606) 226-	Aaron
1016~~1~~	7~~2~~	625 PRESTONBURG ST~~LEXINGTON~~	WEST LIBERTY		KY	41472	~~859-227-4573~~(606) 226-	Aaron
1016~~1~~	~~155~~	175 PARKWAY DRIVE~~MAYSVILLE~~	SALYERSVILLE		KY	41465	~~304-942-4884~~(606) 226-	~~SCOTT~~
1016~~1~~	9~~U~~	20 HIGHWAY 319~~LOUISA~~	BELFRY		KY	41514	~~304-638-7122~~(606) 226-	~~Chuck McKitrik~~Aaron
1016~~1~~	10	~~116~~3960 N ~~PINE ST~~MAYO TR	~~PINEVILLE~~PIKEVILLE		KY	~~40977~~	(606-~~622-4277~~) 226-	Aaron
1016~~1~~	11~~1~~	231 INDIAN MOUND DRIVE~~HAZARD~~	MOUNT STERLING		KY	40353	(606-~~622-4277~~) 226-	Aaron
1016~~1~~	12~~5~~	327 N MAYO TR~~PADUCAH~~	PAINTSVILLE		KY	41240	~~270-217-6987~~(606) 226-	Aaron
1085~~1~~	2~~4~~	1512 N DIXIE AVE~~NICHOLASVILLE~~	ELIZABETHTOWN		KY	42701	~~859-327-1361~~(270) 877-	Mike Fink~~Robbie~~
1085~~15~~	5~~4~~	445 HIGHWAY 44 EAST STE 11~~ERLANGER~~	SHEPHERDSVILLE		KY	40165	~~859-608-7383~~(270) 877-	~~Sara Meier~~Mike Fink
1122~~15~~	7~~8~~	3031 RICHMOND ROAD STE	LEXINGTON		KY	40509	(859-~~608-7383~~) 227-	Julian Gorham~~Sara~~
1122~~1~~	8~~1~~	3601 WALDEN DRIVE~~PARIS~~	LEXINGTON		KY	40517	~~248-462-3051~~(859) 227-	Julian Gorham~~Jim~~
1122~~1~~	~~261~~	3805 DYLAN PL STE 110~~BURLINGTON~~	LEXINGTON		KY	40514	~~248-462-3051~~(859) 227-	Julian Gorham~~Jim~~
1122~~15~~	12~~7~~	135 E. NEW CIRCLE RD., STE	LEXINGTON		KY	40505	~~248-462-3051~~(859) 227-	Julian Gorham~~Jim~~
1122~~1~~	15~~2~~	2003 VERSAILLES RD~~HOPKINSVILLE~~	LEXINGTON		KY	40504	~~270-348-3096~~(859) 227-	Julian
1229~~1~~	~~272~~	1539 US 68~~MANCHESTER~~	MAYSVILLE~~KY~~	KY~~40962~~		41056	(304) 942-	Scott GOODWIN
1241~~1~~	1~~3~~	US 23 OLD BYPASS~~MIDDLESBORO~~	LOUISA~~KY~~	KY~~40965~~		41230	(304) 638-	Chuck McKitrick
1357~~2~~	1~~1~~	116 N PINE ST~~IRVINE~~	~~KY~~PINEVILLE	KY~~40336~~		40977	(606-~~975-4338~~) 622-	Kylee Corey~~Lelia~~
1357~~2~~	2~~1~~	165 VILLAGE LANE~~WINCHESTER~~	HAZARD~~KY~~	KY~~40391~~		41701	(606-~~975-4338~~) 622-	Kylee Corey~~Lelia~~
1457~~20~~	1~~1~~	560 LONE OAK RD~~COVINGTON~~	PADUCAH~~KY~~	KY~~41011~~		42003	~~Sara Meier~~(270) 217-	John Doughty
1478~~2~~	~~140~~	421 ETTER DR~~FRANKFORT~~	NICHOLASVILLE~~KY~~	~~40601~~KY		40356	(859-~~333-5838~~) 327-	Robbie
1549~~2~~	1~~1~~	1842 S MAIN ST~~GEORGETOWN~~	PARIS~~KY~~	KY~~40324~~		40361	~~Paul Winchell~~(248) 462-	Jim Stark
1549~~3~~	3~~1~~	7926 ALEXANDRIA PIKE~~MAYFIELD~~	ALEXANDRIA~~KY~~	KY~~42066~~		41001	(248) 462-	Jim Stark
1760~~30~~	~~500~~	2916 FORT CAMPBELL BLVD UNIT	HOPKINSVILLE~~KY~~	KY~~42071~~		42240	(270-~~705-2403~~) 348-	Russ
1878~~3~~	1	~~706~~2727 S ~~MAIN ST~~HIGHWAY 421 STE 5	MANCHESTER~~LEITCHFIELD~~		KY	40962	~~256-603-3927~~(606) 813-	LeeAnn Smith~~Jerry~~
1878~~3~~	~~406~~	3705 WEST CUMBERLAND AVE~~BENTON~~	MIDDLESBORO~~KY~~	KY~~42025~~		40965	(606) 813-1113~~Kent~~	LeeAnn Smith
2055~~3~~	1~~1~~	1561 RICHMOND RD~~LIBERTY~~	IRVINE~~KY~~	KY~~42539~~		40336	(606) 975-4338~~Macy~~	Lelia Elam
2055~~3~~	~~762~~	1910 BYPASS ROAD~~HARRODSBURG~~	WINCHESTER~~KY~~	~~40330~~KY		40391	(606) 975-4338~~Macy~~	Lelia Elam
2092~~3~~	1	~~1500 HUSTONVILLE~~140 VERSAILLES RD.	~~DANVILLE~~FRANKFORT		KY	~~40422~~	(859-~~200-8763~~) 333-	Sarai

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~
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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

2092~~32~~ 2~~11~~	103 FINLEY DRIVE~~LEBANON~~	GEORGETOWN	KY	4032440033	(859~~-200-8763~~) 333-	Sarai
3028~~32~~ 3~~10~~	1204 PARIS RD STE 5B~~LAWRENCEBURG~~	MAYFIELD	KY	4206640342	~~859-200-8763~~(270) 705-	Antho
3028~~32~~ ~~801~~	500-B SOUTH 12TH STREET~~BOWLING~~	MURRAY	KY	4207142104~~-~~	~~901-299-9284~~(270) 705-	Antho
3240~~32~~ 1~~43~~	706 S MAIN ST~~BOWLING GREEN~~	LEITCHFIELD	KY	~~42101-175~~442	~~901-299-9284~~(256) 603-	Jerry H
3264~~32~~ 1	~~913 S MAIN~~406 W 5TH ST	BENTON~~FRANKLIN~~	KY	4202542134	~~901-299-9284~~(270) 703-	Kent H
3268~~32~~ 1~~20~~	122 LIBERTY SQUARE~~PRINCETON~~	LIBERTY	KY	4253942445	~~270-963-2012~~(859) 200-	Macy
3268~~32~~ 2	~~1030 NORTH MAIN~~762 S COLLEGE ST~~.~~	~~MADISONVILLE~~HARRODSBURG	KY	4243140330	~~270-963-2012~~(859) 200-	Macy
3268~~32~~ 3	~~455 BYPASS~~1500 HUSTONVILLE RD	~~BRANDENBURG~~DANVILLE	KY	~~4010~~40422	~~270-963-2012~~(859) 200-	Macy
3268~~33~~ 4~~12~~	112 CYRIL CIRCLE~~STANFORD~~	LEBANON	KY	4003340484	~~606-643-5620~~(859) 200-	Macy
3268~~33~~ ~~197~~	1004 BYPASS NORTH~~MOUNT VERNON~~	LAWRENCEBURG	KY	4034240456	~~606-643-5620~~(859) 200-	Macy
3269~~33~~ 1~~94~~	801-A CAMPBELL LANE~~HARLAN~~	BOWLING GREEN	KY	42104~~-~~	~~606-573-4063~~(901) 299-	Ryan T
3269~~34~~ ~~290~~	430 US 31 W. BYPASS~~WINCHESTER~~ STE 1	BOWLING GREEN	KY	~~4039~~42101~~-~~	~~606-341-0064~~(901) 299-	Ryan
3269~~34~~ 3~~12~~	913 S MAIN ST~~CYNTHIANA~~	FRANKLIN	KY	4213441031	~~606-341-0064~~(901) 299-	Ryan
3272~~34~~ ~~55~~	204 US 62 W~~FLEMINGSBURG~~	PRINCETON	KY	4244541041	~~606-341-0064~~(270) 963-	John
3272~~34~~ 2~~12~~	1030 NORTH MAIN ST.~~SLADE~~	MADISONVILLE	KY	4243140376	~~606-341-0064~~(270) 963-	John
3272~~34~~ 4~~26~~	455 BYPASS RD~~CORBIN~~	BRANDENBURG	KY	4010840701	~~606-341-0064~~(270) 963-	John
3349~~34~~ 2	121 LINCOLN PLAZA	~~403~~ STANFORD~~-ST~~ ~~LANCASTER~~	KY	4048440444	(606~~-341-0064~~) 643-	Jerry
3349~~34~~ 3	~~3429 FREDERICA~~1970 RICHMOND STREET	~~OWENSBORO~~MOUNT VERNON	KY	4230140456	~~270-315-2140~~(606) 643-	Jerry
3381~~34~~ ~~165~~	94 S HIGHWAY 421~~OWENSBORO~~	HARLAN	KY	4083142301	~~270-315-2140~~(606) 573-	Curtis
3414~~35~~ 1~~14~~	403 STANFORD ST~~Lexington~~	LANCASTER	KY	4044440511	~~859-523-9310~~(606) 341-	Kimbe
3414~~35~~ 2	~~1601 ASHLAND~~290 VAN METER RD~~.~~	~~GREENUP~~WINCHESTER	KY	411440391	(606~~-254-7197~~) 341-	Kimbe
3414~~36~~ 3~~99~~	1200 US 27 SOUTH~~WILLIAMSBURG~~	CYNTHIANA~~KY~~	KY~~40769~~	41031~~423-34~~	(606) 341-0064~~Craig~~	Kimbe
3414~~36~~ 4	55 ~~OAKS LN~~JB SHANNON DR	~~WHITLEY CITY~~FLEMINGSBURG	KY	4265341041	~~423-349-6204~~(606) 341-	Kimbe
3414~~36~~ 5~~25~~	12056 CAMPTON RD~~HENDERSON~~	SLADE~~KY~~	KY~~42420~~	40376~~856-57~~	(606) 341-	Kimbe
3414~~36~~ 6~~52~~	9630 HIGHWAY 15 S~~LOUISVILLE~~	JACKSON~~KY~~	KY~~40203~~	~~502-817-6205~~	~~Kevin Harrub~~(606) 341-	Kimbe
3414~~14~~ 7~~23~~	264 W CUMBERLAND GAP	CORBIN~~LA~~	KY~~71111~~	40701~~832-21~~	(606) 341-0064~~irfaan~~	Kimbe
3471~~14~~ 1~~24~~	3429 FREDERICA STREET~~NATCHITOCHES~~	~~LA~~OWENSBORO	KY~~71457~~	~~832-217-6598~~	(270) 315-2140~~irfaan~~	Randy
3471~~15~~ 2~~25~~	1650 STARLITE DR STE M~~SHREVEPORT~~	OWENSBORO~~LA~~	KY~~71108~~	42301~~254-72~~	(270) 315-2140~~Vinnie~~	Randy
3516~~15~~ ~~916~~	1445 Newtown Center Way~~SHREVEPORT~~	Lexington~~LA~~	~~71118~~KY	40511~~254-72~~	(859) 523-9310~~Vinnie~~	Steve
3516~~15~~ 2~~70~~	~~SHREVEPORT~~41 Jordan's Way	~~LA~~Somerset	KY~~71129~~	~~254-722-7256~~	(859) 523-9310~~Vinnie~~	Steve
3527~~15~~ ~~110~~	1601 ASHLAND RD.~~SHREVEPORT~~	~~LA~~GREENUP	KY~~71105~~	41144	(606) 254~~-722-7256-~~	Jeffrey
3626~~16~~ ~~204~~	995 S HIGHWAY 25 W~~ALEXANDRIA~~	WILLIAMSBURG~~LA~~	KY~~71303~~	40769~~318-62~~	(423) 349-	Craig M
3626~~16~~ 5~~31~~	55 OAKS LN~~PINEVILLE~~	~~LA~~WHITLEY CITY	KY~~71360~~	~~318-623-0595~~	(423) 349-	Craig M
3631~~16~~ 5~~12~~	2539 SUITE A HWY. 41 N~~OPELOUSAS~~	HENDERSON~~LA~~	~~70570~~KY	42420~~318-62~~	(856) 577-	Mitesh

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Franchise Stores in the USA as of 12/31/2023

3634	1~~10~~	204 DOHONEY TRACE~~ALEXANDRIA~~	COLUMBIA~~LA~~	KY~~71303~~	~~318-62~~	(606) 305-	Dustin Simpson
3638	~~286~~	529 N 22ND ST~~LAFAYETTE~~	LOUISVILLE~~LA~~	KY~~70506~~	40203	(502) 817-	Eric Hodge
3653	1	1405 W EVERLY BROTHERS BLVD~~111 W~~	CENTRAL	~~LA~~KY	42330	~~318-623-0595~~	Zach Strong~~Jeremy~~
3767	~~190~~	1607 MADISON AVE.~~THIBODAUX~~	COVINGTON~~LA~~	~~70301~~KY	41011	(304) 736-6658~~Josh~~	Vicki Dunn-Marshall
3767	2~~22~~	4224 DIXIE HWY~~MARRERO~~	ERLANGER~~LA~~	KY~~70072~~	41018	(304) 736-6658~~Josh~~	Vicki Dunn-Marshall
3767	3~~16~~	8215 US 42~~HARVEY~~	FLORENCE~~LA~~	KY~~70058~~	41042	(304) 736-6658~~Josh~~	Vicki Dunn-Marshall
1494	1~~11~~	2307 E TEXAS ST~~TERRYTOWN~~	BOSSIER CITY	LA	71111	~~801-913-1159~~(832) 217-	irfaan lalani~~Josh Hill~~
1494	2~~92~~	244 KEYSER AVE~~CHALMETTE~~	NATCHITOCHES	LA	71457	~~801-913-1159~~(832) 217-	irfaan lalani~~Josh Hill~~
1585	7~~18~~	2537 HOLLYWOOD AVE~~HOUMA~~	SHREVEPORT	LA	71108	~~985-855-3263~~(254) 722-	Vinnie Patel~~Jamie~~
1585	8	~~836 GRAND CAILLOU~~9162 MANSFIELD RD	SHREVEPORT~~HOUMA~~	LA	71118	~~985-855-3263~~(254) 722-	Vinnie Patel~~Jamie~~
1585	11~~2~~	1106 SHREVEPORT BARKDALE HWY STE	SHREVEPORT	LA	71105	~~318-348-5523~~(254) 722-	Vinnie Patel~~Marty~~
1585	14	7007 PINES RD~~103 NORTH SERVICE RD. E.~~	SHREVEPORT~~RUSTON~~	LA	71129	~~318-348-5523~~(254) 722-	Vinnie Patel~~Marty~~
1602	~~180~~	1020 MACARTHUR DR.~~MONROE~~	ALEXANDRIA	LA	71303	(318~~-348-5523~~) 623-	Jeremy Duncan~~Marty~~
1602	3~~54~~	2865 AMBASSADOR CAFFERY STE 101-B~~WEST~~	LAFAYETTE	LA	70506	(318~~-348-5523~~) 623-	Jeremy Duncan~~Marty~~
1602	6	~~3113 DAVID~~2041 N MALL DR SUITE D	ALEXANDRIA~~METAIRIE~~	LA	71303	~~210-685-2310~~(318) 623-	Jeremy Duncan~~Mac~~
1602	7~~72~~	3125 HIGHWAY 28 EAST~~NEW IBERIA~~	PINEVILLE	LA	71360	~~337-577-2296~~(318) 623-	Jeremy Duncan~~Danny~~
1602	~~170~~	1231 UNION ST~~EUNICE~~	OPELOUSAS	LA	71106	~~337-577-2296~~(318) 623-	Jeremy Duncan~~Danny~~
1602	9~~30~~	111 W WILLOW ST~~ABBEVILLE~~	LAFAYETTE	LA	70501	~~337-577-2296~~(318) 623-	Jeremy Duncan~~Danny~~
1602	~~111~~	409 E PRIEN LAKE RD	LAKE CHARLES	LA	~~70605~~	(318-) 623--0595	Jeremy Duncan
1632	**180**~~1~~	2211 BARATARIA BLVD. STE. 101~~SULPHUR~~	MARRERO	LA	70072	~~318-623-0595~~(801) 913-	Josh Hill~~Jeremy~~
1632	~~1958~~	1650 GRETNA BLVD. UNIT 3~~COVINGTON~~	HARVEY~~LA~~	~~70433~~LA	70058	~~Harlin Miller~~(801) 913-	Josh Hill
1632	**182**~~4~~	1170 TERRY PARKWAY~~HAMMOND~~	TERRYTOWN~~LA~~	LA~~70401~~	70056	(801) 913-1159~~Petra~~	Josh Hill
1632	**184**~~4~~	925 E. JUDGE PEREZ SUITE 5~~BOGALUSA~~	CHALMETTE~~LA~~	LA~~70427~~	70043	~~Russell (Rusty)~~	Josh Hill
1632	**179**	~~5741 CROWDER~~1901 CANAL BLVD	THIBODAUX~~NEW~~	LA	70301	~~909-952-8330~~	~~Snehal Patel~~
1635	~~300~~	1826 MARTIN LUTHER KING BLVD~~KENNER~~	HOUMA~~LA~~	~~70065~~LA	70360	~~Snehal Patel~~(985) 855-	Jamie Darcey
1635	2~~90~~	836 GRAND CAILLOU RD STE 3~~AMITE~~	HOUMA~~LA~~	LA~~70422~~	70363	~~James Deal~~(985) 855-	Jamie Darcey
1762	1~~92~~	2916 CYPRESS STREET~~PONCHATOULA~~	WEST MONROE~~LA~~	LA~~70454~~	71291	~~James Deal~~(318) 348-	Marty Ballard
1762	~~392~~	103 NORTH SERVICE RD. E. STE.3~~LAKE~~	RUSTON~~LA~~	~~70611~~LA	71270	(318) 348-5523~~Keith~~	Marty Ballard
1762	3~~42~~	1800 FORSYTHE STE 3~~BATON ROUGE~~	MONROE~~LA~~	LA~~70806~~	71201	~~James White~~(318) 348-	Marty Ballard
1762	10~~2~~	5400 CYPRESS ST~~WALKER~~	WEST MONROE~~LA~~	LA~~70785~~	71291	~~James White~~(318) 348-	Marty Ballard
1772	~~587~~	3113 DAVID DR~~ZACHARY~~	~~LA~~METAIRIE	LA~~70791~~	~~304-54~~	(210) 685-2310~~James~~	Mac McFadden
1864	~~459~~	720 E ADMIRAL DOYLE DR~~BATON ROUGE~~	NEW IBERIA~~LA~~	LA~~70816~~	70560	(337) 577-2296~~James~~	Danny ott
1864	~~963~~	1701-C LAUREL~~BATON ROUGE~~	EUNICE~~LA~~	LA~~70815~~	70535	(337) 577-2296~~James~~	Danny ott
1864	3~~14~~	3001 VETERANS MEMORIAL HWY~~BAKER~~	ABBEVILLE~~LA~~	LA~~70714~~	70510	(337) 577-2296~~James~~	Danny ott

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

2084		1			~~105 FLORIDA BLVD~~111 WEST MCNEESE ST	LAKE CHARLES~~DENHAM~~	LA	~~70726~~706	~~304-541-~~
2084		~~9065 PERKINS RD~~2			1706 RUTH ST~~BATON ROUGE~~	SULPHUR	LA	70663~~708~~	~~304-541-~~
3077		3468			46011 N PUMA DR~~809 N AIRLINE HWY,~~	HAMMOND~~GONZALES~~	LA	70401~~707~~	~~304-541-~~
3231		1~~17066 AIRLINE HIGHWAY~~			414 SUPERIOR AVE~~PRAIRIEVILLE~~	BOGALUSA	LA	70427~~707~~	~~304-541-~~
3239		1~~10953 JOOR ROAD~~			5741 CROWDER BLVD STE B7~~BATON ROUGE~~	NEW ORLEANS	LA	70127~~708~~	~~304-541-~~
3239		2			~~637 TUNICA~~3000 LOYOLA DR~~E~~, SUITE D	~~MARKSVILLE~~KENNER	LA	~~71351~~700	~~318-419-~~
3267		2~~481 ALBERTSON PKWY~~			920 W PINE ST~~BROUSSARD~~	PONCHATOULA	LA	70454~~705~~	~~601-941-~~
3396	2~~430~~	~~LOWELL~~	~~MA~~	~~1850~~	~~781~~ 392~~-4608~~ SAM HOUSTON JONES PKWY	LAKE CHARLES~~Chris~~	LA	70611	(225) 8
3412		67~~24 UNION STREET~~			4222 GOVERNMENT ST.~~LYNN~~	BATON ROUGE~~MA~~	LA~~1902~~	70806~~781-~~	(304) 5
3412		~~160 WINTHROP AVE~~69			4592 S SHERWOOD FOREST BLVD STE	BATON ROUGE~~MA~~	~~1843~~LA	70816~~781-~~	(304) 5
3412		747 HILLDALE AVENUE			9634 AIRLINE HWY STE 1A~~HAVERHILL~~	BATON ROUGE~~MA~~	LA~~1832~~	70815~~781-~~	(304) 5
3412		75~~360 BROADWAY~~			14089 PLANK ROAD~~LAWRENCE~~	BAKER~~MA~~	LA~~1841~~	70714~~781-~~	~~Chris Elw~~
3412		~~30 JOHN FITCH HIGHWAY~~78			105 FLORIDA BLVD WEST~~FITCHBURG~~	~~MA~~DENHAM SPRINGS	~~1420~~LA	~~781-392-46~~	~~Chris Elw~~
3412		82~~1090 ST JAMES AVE~~			809 N AIRLINE HWY, SUITE 829~~SPRINGFIELD~~	GONZALES~~MA~~	LA~~1104~~	70737~~413-~~	~~sam bern~~
3412		83~~749 MEMORIAL DR~~			17066 AIRLINE HIGHWAY~~CHICOPEE~~	PRAIRIEVILLE~~MA~~	LA~~1020~~	70769~~413-~~	~~sam bern~~
3412		84~~81 COGGESHALL ST UNIT D~~			10953 JOOR ROAD~~NEW BEDFORD~~	BATON ROUGE~~MA~~	~~2740~~LA	70818~~313-~~	(304) 5
3412		92~~33 MARIANO S. BISHOP BLVD~~			9065 PERKINS RD STE A~~FALL RIVER~~	BATON ROUGE~~MA~~	LA~~2721~~	70810~~313-~~	(304) 5
3412		112~~628 AMERICAN LEGION HIGHWAY~~			28811 WALKER RD S~~ROSLINDALE~~	WALKER~~MA~~	LA~~2131~~	70785~~313-~~	(304) 5
3412		114			~~1049~~5875 MAIN ST~~.~~ STE J	ZACHARY~~WORCESTER~~	~~MA~~LA	70791~~160~~	~~856-777-~~
3510		~~41~~ 1~~WORCESTER RD~~			637 TUNICA DR E~~WEBSTER~~	~~MA~~MARKSVILLE	~~1570~~LA	~~856-777-28~~	~~Ali Kazmi~~
3544		~~386 SHREWSBURY ST~~1			481 ALBERTSON PKWY~~WORCESTER~~	BROUSSARD~~MA~~	~~1604~~LA	70518~~856-~~	~~Ali Kazmi~~
3776		1			902 W OAK ST~~1304 SMALLWOOD DR. W~~	AMITE~~WALDORF~~	~~MD~~LA	70422~~206~~	~~301-653-~~
3807		1~~28 SHINING WILLOW WAY~~			1500 SUGAR BOWL DR~~LA PLATA~~	~~MD~~NEW ORLEANS	LA~~20646~~	~~301-653-22~~	(317) 4
1707		1~~837 EAST OAK ST~~			7 HILLDALE AVENUE~~OAKLAND~~	HAVERHILL~~MD~~	MA~~21550~~	1832~~304-5~~	(781) 3
1707		~~2815 CHESTNUT RIDGE RD~~3			360 BROADWAY~~GRANTSVILLE~~	LAWRENCE~~MD~~	~~21536~~MA	1841~~304-5~~	(781) 3
1707		7~~1124 NATIONAL HWY~~			24 UNION STREET~~LAVALE~~	LYNN~~MD~~	MA~~21502~~	1902~~304-5~~	(781) 3
1707		9~~7562 GOVERNOR RITCHIE HWY~~			430 BRIDGE ST~~GLEN BURNIE~~	~~MD~~LOWELL	MA~~21061~~	~~617-733-97~~	~~Patrick O~~
1804		1~~176 N BURHANS BLVD~~			1090 ST JAMES AVE~~HAGERSTOWN~~	SPRINGFIELD~~MD~~	MA~~21740~~	1104~~617-7~~	~~Patrick O~~
1804		3~~5636 RITCHIE HWY~~			749 MEMORIAL DR~~BALTIMORE~~	CHICOPEE~~MD~~	MA~~21225~~	1020~~617-7~~	~~Patrick O~~
1813		~~8095-F EDWIN RAYNOR BOULEVARD~~1			33 MARIANO S. BISHOP BLVD~~PASADENA~~	FALL RIVER~~MD~~	MA~~21122~~	2721~~617-7~~	~~Patrick O~~
1813		3~~1020 E BEARDS HILL RD~~			81 COGGESHALL ST UNIT D~~ABERDEEN~~	NEW BEDFORD~~MD~~	MA~~21001~~	~~617-733-97~~	~~Patrick O~~
3103		1~~5 RED PUMP ROAD~~			628 AMERICAN LEGION HIGHWAY~~BEL AIR~~	ROSLINDALE~~MD~~	MA~~21014~~	2131~~617-7~~	~~Patrick O~~
3524		1~~7730 WISE AVE.~~			1049 MAIN ST.~~DUNDALK~~	~~MD~~WORCESTER	MA~~21222~~	~~617-733-97~~	~~Patrick O~~
3524		2			~~1003 W PATRICK~~386 SHREWSBURY ST	WORCESTER~~FREDERICK~~	~~MD~~MA	1604~~2170~~	~~949-525-~~

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3524~~1~~	3	~~5850 SILVER HILL~~41 WORCESTER RD	WEBSTER~~DISTRICT~~	~~MD~~MA	~~20747~~157	~~949-525-7530~~(856) 777-	~~Morteza "Mory"~~
1110~~1~~	1~~1~~	1304 SMALLWOOD DR. W~~GAITHERSBURG~~	WALDORF	MD	20603~~208~~	~~949-525-7530~~(301) 653-	Gordon
1110~~1~~	2~~1~~	28 SHINING WILLOW WAY~~GERMANTOWN~~	LA PLATA	MD	20646~~208~~	~~949-525-7530~~(301) 653-	Gordon
1334~~1~~	~~580~~	837 EAST OAK ST~~COLUMBIA~~	OAKLAND	MD	21550~~210~~	~~949-525-7530~~(304) 594-	Howard
1334~~1~~	42	~~11306 REISTERSTOWN~~2815 CHESTNUT	~~OWINGS~~	MD	~~21117~~215	~~949-525-7530~~(304) 594-	Howard
1334~~1~~	~~942~~	1124 NATIONAL HWY~~LANHAM~~	LAVALE	MD	21502~~207~~	~~214-300-5387~~(304) 594-	Howard
1334~~1~~	~~543~~	~~BLADENSBURG~~434 E MAIN ST	HANCOCK	MD	~~20710~~217	~~214-300-5387~~(304) 594-	Howard
1618~~1~~	28~~3~~	5636 RITCHIE HWY~~MT RAINIER~~	BALTIMORE	MD	21225~~207~~	~~214-300-5387~~(617) 733-	Patrick
1618~~1~~	~~113~~	8095-F EDWIN RAYNOR	PASADENA	MD	21122~~209~~	~~214-300-5387~~(617) 733-	Patrick
1618~~1~~	59~~2~~	7730 WISE AVE.~~ROCKVILLE~~	DUNDALK	MD	21222~~208~~	~~214-300-5387~~(617) 733-	Patrick
1618~~1~~	~~175~~	7562 GOVERNOR RITCHIE HWY~~NORTH EAST~~	GLEN BURNIE	MD	21061~~219~~	~~214-300-5387~~(617) 733-	Patrick
1618~~1~~	~~581~~	176 N BURHANS BLVD~~BERWYN HEIGHTS~~	HAGERSTOWN	MD	21740~~207~~	~~214-300-5387~~(617) 733-	Patrick
1883~~20~~	~~10~~	18314 CONTOUR RD~~WESTMINSTER~~	GAITHERSBURG	MD	20877~~211~~	~~240-372-6987~~(949) 525-	~~Deji Odujinrin~~Mory
1883~~3~~	3~~2~~	13065 WISTERIA DR~~LEXINGTON PARK~~	GERMANTOWN	MD	20874~~206~~	~~240-938-0351~~(949) 525-	Mory
1883~~3~~	4~~2~~	8775 CLOUDLEAP CT~~BALTIMORE~~	COLUMBIA	MD	21045~~212~~	~~410-935-6377~~(949) 525-	Mory Gholami~~Majid~~
1883~~34~~	5~~1~~	11306 REISTERSTOWN RD~~ELKTON~~	OWINGS MILLS	MD	21117~~219~~	~~267-975-2196~~(949) 525-	~~liang chen~~Mory
1883~~3~~	7~~1~~	5850 SILVER HILL RD~~SALISBURY~~	DISTRICT HEIGHTS	MD	20747~~218~~	~~559-304-4480~~(949) 525-	Mory Gholami~~Jaidev~~
1883~~3~~	8	~~505 SPRINGDALE~~1003 W PATRICK ST. #8	FREDERICK~~CUMBERLAND~~	MD	21702~~215~~	~~678-274-9923~~(949) 525-	Mory Gholami~~David~~
1940~~3~~	1	~~3431 FORT MEADE~~9425 ANNAPOLIS RD	LANHAM~~LAUREL~~	MD	20706~~207~~	~~703-975-8124~~(214) 300-	Irfaan
1940~~3~~	7	~~7603 HARFORD~~5438 ANNAPOLIS RD	~~PARKVILLE~~BLADENSBURG	MD	~~21234~~207	~~703-975-8124~~(214) 300-	Irfaan
1940~~3~~	10~~8~~	3213 QUEENS CHAPEL RD~~RANDALLSTOWN~~	MT RAINIER~~MD~~	MD~~21133~~	20712~~703-~~	(214) 300-	Irfaan Lalani
1940~~3~~	11	~~6630 SECURITY~~1137-A UNIVERSITY BLVD.	TAKOMA	MD	20912~~212~~	~~703-975-8124~~(214) 300-	Irfaan
1940~~3~~	14~~2~~	2092 VEIRS MILL RD~~BALTIMORE~~	ROCKVILLE~~MD~~	MD~~21230~~	20851~~703-~~	(214) 300-	Irfaan Lalani
1940~~3~~	21~~6~~	5815 GREENBELT RD UNIT B~~BALTIMORE~~	BERWYN HEIGHTS~~MD~~	MD~~21212~~	20740~~703-~~	(214) 300-	Irfaan Lalani
3201~~3~~	1~~1~~	22650 THREE NOTCH RD~~ESSEX~~	LEXINGTON PARK~~MD~~	MD~~21221~~	20653~~703-~~	(240) 938-	Wilfredo Valle
3326~~3~~	1~~3~~	2000 HAINES ST	BALTIMORE	MD	21230~~212~~	~~703-975-8124~~(410) 935-	Majid
3499~~3~~	1~~1~~	1014 SOUTH SALISBURY BLVD.~~ODENTON~~	SALISBURY~~MD~~	MD~~21113~~	21801~~703-~~	(559) 304-	Jaidev Kang
3500~~16~~	1	~~383 WILSON~~505 SPRINGDALE ST.	~~BREWER~~CUMBERLAND	~~ME~~MD	~~44122~~150	~~207-522-5704~~(678) 274-	David Carswell
3659~~16~~	1~~2~~	3431 FORT MEADE RD STE 14~~AUBURN~~	LAUREL~~ME~~	~~4210~~MD	20724~~207-~~	(703) 975-8124	Mohammed Alam
3659~~3~~	2~~5~~	1127 ANNAPOLIS ROAD~~SACO~~	ODENTON~~ME~~	MD~~4072~~	21113~~816-~~	~~Giovanni "Joel"~~	Mohammed Alam
3659~~3~~	~~741~~	6313 YORK ROAD #313~~WINDHAM~~	BALTIMORE~~ME~~	~~04062-526~~	21212~~816-~~	~~Giovanni "Joel"~~	Mohammed Alam
3659~~3~~	~~200~~	7603 HARFORD RD~~SCARBOROUGH~~	~~ME~~PARKVILLE	MD~~4074~~	~~816-548-62~~	~~Giovanni "Joel"~~	Mohammed Alam
3659~~00~~	5~~1~~	8716 LIBERTY ROAD~~ANN ARBOR~~	RANDALLSTOWN~~MI~~	MD~~48103~~	21133~~734-~~	(703) 975-8124~~Kevin~~	Mohammed Alam
3659~~00~~	~~468~~	1225 EASTERN BLVD~~MACOMB TWP~~	ESSEX~~MI~~	MD~~48044~~	21221~~248-~~	~~Lee Jones~~(703) 975-	Mohammed Alam

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

365900	7	3223 SOUTH6630 SECURITY BLVD	AUBURN HILLSWOODLAWN	MIMD	4832621207	248-681-5500(703) 975-
365900	81	2131 W PATAPSCO AVEROMEO	BALTIMOREMI	MD48065	21230248-681-5500	Lee Jones(703) 975-
365900	95	3933 ERDMAN AVESHELBY TOWNSHIP	BALTIMOREMI	MD48315	21213248-681-5500	Lee Jones(703) 975-
0025-0	1	3475 E175 NORTH UNION ROADEAST RD	NORTH EASTBAY CITY	MIMD	4870621901	989-529-9850(443) 846-
0025-0	261	1197 E. PULASKI HWY.BAY CITY	ELKTONMI	MD48708	21921989-529-9850	(856) 425-8715
0025-0	12	1020 E BEARDS HILL RDBAY CITY	ABERDEENMI	MD48708	21001989-529-9850	(818) 821-9738
0026-0	23	5 RED PUMP ROADSAGINAW	BEL AIRMI	MD48601	21014989-233-3388	(818) 821-9738Dave-
338800	362	532 MAIN STREETSAGINAW	SACOMI	48602ME	4072989-233-3388	(816) 548-6206Dave-
338800	26	741 ROOSEVELT TRAIL UNIT 2SAGINAW	WINDHAMMI	ME48602	989-233-338804062-5269	(816) 548-6206Dave-
338800	39	SAGINAW200 GALLERY BLVD STE B	SCARBOROUGHMI	ME48602	4074989-233-3388	(816) 548-6206Dave-
364400	45	279 CENTER STSAGINAW	AUBURNMI	ME48603	4210989-233-3388	(702) 682-9897Dave-
364400	51	383 WILSON STPORT HURON	MIBREWER	ME48060	810-334-59874412	(702) 682-9897Pat-
0033-0004	14	1944 W STADIUM BOULEVARDFORT-	ANN ARBOR	MI	4810348059	810-334-5987(734) 649-
0069-	11	3475 E NORTH UNION ROADADRIAN	BAY CITY	MI	4870649221	517-403-2527(989) 529-
0073-	517	1006 LAFAYETTELAPEER	BAY CITY	MI	4870848446	517-896-2110(989) 529-
0074-	241	2612 CENTER AVENUECORUNNA	BAY CITY	MI	4870848867	248-277-9975(989) 529-
0074-	400	3783 DIXIE HIGHWAYOWOSSO	SAGINAW	MI	4860148867	248-277-9975(989) 233-
0074-	2	1500 WRIGHT3625 DAVENPORT AVE	ALMASAGINAW	MI	4880148602	248-277-9975(989) 233-
0074-	58	603 W GENESEE AVEST JOHNS	SAGINAW	MI	4860248879	248-277-9975(989) 233-
0131-	6	904 GRATIOT AVE	1840 N SAGINAW- MIDLAND	MI	4860248640	(989-948-3908) 233-
0131-	7	5041 STATE STREET	1114 S SAGINAW ROAD	MIMIDLAN	48603MI 48640	(989-948-3908) 233-
0131-	21	1404 24TH STREETGREENVILLE	PORT HURONMI	48838-2600	48060989-948-3908	(810) 334-
0131-	324	4083 24TH AVEMT. PLEASANT	FORT GRATIOTMI	48858MI	48059989-948-3908	(810) 334-
0216-	467	SANDUSKY2055 GRATIOT BLVD STE S	MARYSVILLEMI	48471MI	48040	(810-537-4255) 334-
0216-	43	1540 MAUMEEMARLETTE	ADRIANMI	MI48453	49221810-537-4255	Cadi Bolah(517) 403-
0216-	3	1767517 S. CEDAR MAIN ST. (M-53)	LAPEERIMLAY CITY	MI	4844648444	810-537-4255(517) 896-
0304-0	1	1840 N SAGINAW1221 E. FRONT	MIDLANDTRAVERSE CITY	MI	4864049686	231-590-2275(989) 948-
0304-0	104	1114 S SAGINAW ROADKALKASKA	MIMIDLAND	MI49646	231-590-227548640	(989) 948-3908
0304-0	31	1612 W WASHINGTON STTRAVERSE-	GREENVILLEMI	MI49684	231-590-227548838-2600	(989) 948-3908
0304-0	8	3970 US HWY 131324 S SUITE AMISSION	CADILLACMT. PLEASANT	MI	4960148858	231-590-2275(989) 948-
0424-0	1	1209467 W BRADYSANILAC	CHESANINGSANDUSKY	MI	4861648471	989-233-3388(810) 537-
0424-0	33	3345 S. MAINSAGINAW	MARLETTEMI	MI48603	48453989-233-3388	(810) 537-4255Ray-
0424-0	4	8420 MAIN1767 S. CEDAR ST. (M-53)	IMLAY CITYBIRCH RUN	MI	4844448415	989-233-3388(810) 537-
0424-0	12	1221 E. FRONT STREETFRANKENMUTH	TRAVERSE CITYMI	MI48734	49686989-233-3388	(231) 590-2275Ray-

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

~~0424~~	~~380~~	104 NORTHLAND PLAZA RD~~PLAZA STE~~	KALKASKA	MI	49646	~~989-233-3388~~(231) 590-	Pat Buck~~Ray~~
~~0424~~	~~576~~	1535 S. DIVISION ~~STE 110~~~~FREELAND~~	TRAVERSE CITY	MI	49684	~~989-233-3388~~(231) 590-	Pat Buck~~Ray~~
304~~1~~	201~~7~~	3970 US HWY 131 S SUITE A~~WATERFORD~~	CADILLAC	MI	49601	~~248-515-2185~~	~~Bob Angona~~
424~~1~~	2~~27~~	1209 W BRADY~~COMMERCE TOWNSHIP~~	CHESANING	MI	48616	~~248-515-2185~~(989) 233-	Dave Rapin~~Bob~~
424~~1~~	3~~37~~	3720 BAY ROAD~~ORION TWP~~	SAGINAW	MI	48603	~~248-515-2185~~(989) 233-	Dave Rapin~~Bob~~
424~~1~~	4~~10~~	8420 MAIN ST.~~LAKE ORION~~	BIRCH RUN	MI	48415	~~248-884-6204~~(989) 233-	Dave Rapin~~Brian~~
424~~1~~	~~89~~	229 N. MAIN~~OXFORD~~	FRANKENMUTH	MI	48734	~~248-884-6204~~(989) 233-	Dave Rapin~~Brian~~
~~1150~~	6~~57~~	8015 GRATIOT~~LUDINGTON~~	SAGINAW	MI	48609	~~231-690-3599~~(989) 233-	~~Cindy~~
424~~1~~	7~~14~~	7610 MIDLAND ROAD~~PORTLAND~~	FREELAND	MI	48623	~~517-490-9504~~(989) 233-	~~Steve Antaya~~Dave
1004	3~~21~~	3751 BALDWIN~~HASTINGS~~	ORION TWP	MI	48359	~~616-460-1126~~(248) 515-	nathan
1004	~~129~~	7926 COOLEY LAKE ROAD~~THREE RIVERS~~	WATERFORD	MI	48327	~~219-464-9536~~(248) 515-	~~Dan~~
1004	13~~1~~	2701 BENSTEIN ROAD~~STURGIS~~	COMMERCE TOWNSHIP	MI	48390	~~219-464-9536~~(248) 515-	~~Dan~~
1143	1~~12~~	106 N BROADWAY~~NILES~~	LAKE ORION	MI	48362	~~219-464-9536~~(248) 884-	Brian Pierse~~Dan~~
1143	2	~~700~~89 WEST ~~BAY ST~~BURDICK	~~EAST TAWAS~~OXFORD	MI	~~48730~~	~~989-313-2033~~(248) 884-	Brian Pierse~~Ryan~~
1179	1~~35~~	1462 E. GRAND RIVER~~HOUGHTON LAKE~~	PORTLAND	MI	48875	~~989-313-2033~~(517) 490-	~~Ryan~~
1190	~~441~~	216 N BROADWAY~~STANDISH~~	HASTINGS	MI	49058	~~989-313-2033~~(616) 460-	David Koons~~Ryan~~
1200	1	~~158~~129 N~~. FIRST~~ MAIN ST~~ STE C~~	~~HARRISON~~THREE RIVERS	MI	~~48625~~	~~989-313-2033~~(219) 464-	Dan Hancock~~Ryan~~
1200	2~~24~~	114 S CENTERVILLE RD~~GLADWIN~~	STURGIS	MI	49091	~~989-313-2033~~(219) 464-	Dan Hancock~~Ryan~~
1200	3~~71~~	1244 S 11TH STREET~~CLARE~~	NILES	MI	49120	~~989-313-2033~~(219) 464-	Dan Hancock~~Ryan~~
1210	1	441 S MAIN~~1135 W. CHISHOLM~~ ST~~.~~	STANDISH~~ALPENA~~	MI	48658	(989~~-~~) 313~~-~~-2033	~~Ryan~~ryan
1210	2	~~3205 EAST COLBY~~158 N. FIRST ST STE C	~~WHITEHALL~~HARRISON	MI	~~49461~~	~~231-557-7035~~(989) 313-	ryan
1210	3~~71~~	245 E CEDAR AVE~~FREMONT~~	GLADWIN~~MI~~	MI~~494~~	48624	(989) 313-2033~~Trevor~~	ryan Strohkirch
1210	4	716 N. MCEWAN~~270 S ADAMS~~ ST~~.~~	CLARE~~NEWAYGO~~	MI	48617	~~231-557-7035~~(989) 313-	ryan
1210	5~~29~~	1135 W. CHISHOLM~~MUSKEGON~~ ST.	ALPENA~~MI~~	MI~~494~~	49707	(989) 313-2033~~Trevor~~	ryan Strohkirch
1210	~~485~~	~~NORTH~~ 700 WEST BAY ST~~MUSKEGON~~	~~MI~~EAST TAWAS	~~49445~~	~~231-55~~	(989) 313-2033~~Trevor~~	ryan Strohkirch
1210	~~219~~	3570 HOUGHTON LAKE DR~~MUSKEGON~~	HOUGHTON LAKE~~MI~~	MI~~494~~	48629	(989) 313-2033~~Trevor~~	ryan Strohkirch
1221	1~~34~~	3205 EAST COLBY ST~~JACKSON~~	~~MI~~WHITEHALL	MI~~492~~	~~517-20~~	~~Ryan Shepherd~~(231)	Trevor Buhl
1221	2~~72~~	7153 WEST 48TH STREET~~ALLEN PARK~~	FREMONT~~MI~~	MI~~481~~	49412	(231) 557-7035~~Chris~~	Trevor Buhl
1221	3~~23~~	270 S ADAMS ST~~ALLEN PARK~~	~~MI~~NEWAYGO	MI~~481~~	~~313-77~~	(231) 557-7035~~Chris~~	Trevor Buhl
1221	4	~~29205 DEQUINDRE~~485 N WHITEHALL ROAD	NORTH	MI	~~48071~~	~~586-215-4526~~(231) 557-	Trevor
1221	5~~49~~	2958 HENRY~~TROY~~	MUSKEGON~~MI~~	MI~~480~~	49441	(231) 557-	Trevor Buhl
1221	6~~66~~	2315 E APPLE AVE~~RICHMOND~~	MUSKEGON~~MI~~	MI~~480~~	~~586-64~~	(231) 557-7035~~Kevin~~	Trevor Buhl
1235	1~~30~~	3491 WILDWOOD~~MARQUETTE~~	JACKSON~~MI~~	MI~~498~~	49202	~~Peter Markey~~(517) 206-	Jen Barnett
1237	~~101~~	7211 ALLEN ROAD~~HOUGHTON~~	ALLEN PARK~~MI~~	MI~~499~~	48101	~~Peter Markey~~(313) 779-	Chris Richards

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1237~~12~~	2~~2~~	23110 OUTER DRIVE~~ESCANABA~~	ALLEN PARK	MI	4810149829	~~970-456-5502~~(313) 779-	Chris Richards~~Peter~~
1251~~1~~	1~~3~~	29205 DEQUINDRE ROAD~~ST CLAIR~~	MADISON HEIGHTS	MI	4807148082	(586-~~405-8792~~) 215-	Christine
1251~~1~~	2~~2~~	4973 LIVERNOIS ROAD~~ST CLAIR SHORES~~	TROY	MI	4809848080	(586-~~405-8792~~) 215-	Christine
1283~~1~~	~~161~~	66858 GRATIOT~~EASTPOINTE~~	RICHMOND	MI	4806248021	(586-~~405-8792~~) 646-	Kevin Briggs~~Louis~~
1287~~12~~	2~~3~~	301 W WASHINGTON STREET~~STERLING~~	MARQUETTE	MI	4985548313	~~586-405-8792~~(970) 456-	~~Louis Asher~~Christine
1287~~1~~	~~LITT~~	2401 LUDINGTON~~DETROIT~~	ESCANABA	MI	4982948201	~~863-413-4176~~(970) 456-	Christine Markey~~Tom~~
1288~~1~~	8~~2~~	23159 21 MILE ROAD~~DETROIT~~	MACOMB	MI	4804248201	~~863-413-4176~~(586) 405-	Louis Asher~~Tom~~
1288~~12~~	9	~~18310~~18500 WEST OUTER	DEARBORN~~DETROIT~~	MI	4812848228	~~313-878-6665~~(586) 405-	Louis Asher~~Sanrita Jones~~
1288~~1~~	10~~1~~	1820 EAST AUBURN AVENUE~~LIVONIA~~	ROCHESTER HILLS	MI	4830748154	~~248-866-8687~~(586) 405-	Louis Asher~~Ali~~
1293~~1~~	1~~2~~	2100 WOODWARD AVE~~FARMINGTON~~	DETROIT	MI	4820148336	~~248-866-8687~~(863) 413-	Tom Higley~~Ali~~
1293~~1~~	4~~2~~	2645 WOODWARD AVE~~SAULT SAINTE~~	DETROIT	MI	4820149783	~~906-440-7257~~(863) 413-	Tom Higley~~Julie Fox~~
1303~~1~~	1~~3~~	15574 MIDDLEBELT~~KALAMAZOO~~	LIVONIA	MI	4815449008	~~269-349-7900~~(248) 866-	Ali Nehmeh~~Kelly~~
1303~~1~~	2~~4~~	21019 FARMINGTON ROAD~~KALAMAZOO~~	FARMINGTON HILLS	MI	4833649006-	~~269-349-7900~~(248) 866-	Ali Nehmeh~~Kelly~~
1324~~1~~	1~~6~~	2220 ASHMUN ST.~~PORTAGE~~	SAULT SAINTE MARIE	MI	4978349002	~~269-349-7900~~(906) 440-	Julie Fox~~Kelly Hogarth~~
1338~~0~~	2~~3~~	3146 SOUTH WESTNEDGE~~PORTAGE~~	KALAMAZOO	MI	4900849024	(269-) 349--7900	Kelly Hogarth
1338~~0~~	~~130~~	4250 WEST MAIN~~PLAINWELL~~	KALAMAZOO	MI	49006-	(269-) 349--7900	Kelly Hogarth
1338~~0~~	4~~8~~	6011 S WESTNEDGE~~ALLEGAN~~	PORTAGE	MI	4900249010	(269-) 349--7900	Kelly Hogarth
1338~~0~~	5~~1~~	3814 W CENTRE AVE~~SCHOOLCRAFT~~	PORTAGE	MI	4902449087	(269-) 349--7900	Kelly Hogarth
1338~~0~~	6~~5~~	1307 EAST M-89~~KALAMAZOO~~	PLAINWELL	MI	4908049048	(269-) 349--7900	Kelly Hogarth
1338~~0~~	7~~3~~	884 MARSHALL RD~~PAW PAW~~	ALLEGAN	MI	4901049079	(269-) 349--7900	Kelly Hogarth
1338~~0~~	~~507~~	13218 N. US 131~~KALAMAZOO~~	SCHOOLCRAFT~~MI~~	MI~~4900~~	49087	(269-) 349--7900	Kelly Hogarth
1338~~0~~	9~~9~~	5460 GULL ROAD	KALAMAZOO	MI	4904849001	(269-) 349--7900	Kelly Hogarth
1338~~0~~	10~~6~~	315 E MICHIGAN~~BATTLE CREEK~~	PAW PAW~~MI~~	MI~~4901~~	49079	(269-) 349--7900	Kelly Hogarth
1338~~0~~	12~~8~~	507 N PARK ST~~BATTLE CREEK~~	KALAMAZOO~~MI~~	MI~~4901~~	49007	(269-) 349--7900	Kelly Hogarth
1338~~0~~	13~~8~~	930 PORTAGE STREET~~DOWAGIAC~~	KALAMAZOO~~MI~~	MI~~4904~~	49001	(269-) 349--7900	Kelly Hogarth
1338~~0~~	~~187~~	698 SW CAPITAL AVENUE~~BENTON~~	BATTLE CREEK~~MI~~	MI~~4902~~	49015	(269-) 349--7900	Kelly Hogarth
1338~~1~~	15~~3~~	805 SUITE B NORTH CAPITAL AVE~~NEW~~	BATTLE CREEK~~MI~~	~~48047-4~~	49017~~586-40~~	(269) 349-7900	Kelly Hogarth
1338~~13~~	16~~2~~	817 SPRUCE ST~~MACOMB~~	DOWAGIAC~~MI~~	MI~~4804~~	49047~~586-40~~	(269) 349-7900	Kelly Hogarth
1338~~1~~	18~~3~~	1872 S M-139~~HILLSDALE~~	BENTON HARBOR~~MI~~	MI~~4924~~	49022~~517-42~~	(269) 349-7900~~Rick~~	Kelly Hogarth
1382~~1~~	3~~1~~	35324 23 MILE RD.~~MARSHALL~~	NEW BALTIMORE~~MI~~	MI~~4906~~	~~517-425-0955~~	(586) 405-8792~~Rick~~	Norb Dams
1413~~1~~	1~~5~~	380 CARLETON RD~~LOWELL~~	HILLSDALE~~MI~~	MI~~4933~~	49242~~616-88~~	(517) 425-0955~~Bruce~~	Rick Massey
1413~~1~~	2~~6~~	1101 W. MICHIGAN AVENUE~~KENTWOOD~~	MARSHALL~~MI~~	~~49508-7~~	49068~~616-88~~	(517) 425-0955~~Bruce~~	Rick Massey
1437~~0~~	1~~1~~	505 W MAIN STREET~~IONIA~~	LOWELL~~MI~~	MI~~4884~~	49331	(616-) 889--6956	Bruce Hoffman
1437~~0~~	4~~4~~	6062 KALAMAZOO~~GRAND RAPIDS~~	KENTWOOD~~MI~~	MI~~4951~~	49508-7018	(616-) 889--6956	Bruce Hoffman

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1437~~14~~	5~~12~~	1231 S. STATE ROAD~~TECUMSEH~~	IONIA	MI	48846	~~517-902-4332~~(616) 889-	Bruce Hoffman~~Eric~~
1437~~15~~	6~~33~~	4325 BRETON SE~~LAMBERTVILLE~~	GRAND RAPIDS	MI	49512	~~419-509-3000~~(616) 889-	Bruce
1482~~15~~	1~~22~~	121 HERRICK PARK DRIVE~~WEST BRANCH~~	TECUMSEH	MI	49286	~~989-915-9694~~(517) 902-	Eric Potter~~Ann~~
1574~~15~~	~~500~~	3321 STERNS ROAD~~BOYNE CITY~~	LAMBERTVILLE	MI	48144	~~989-915-9694~~(419) 509-	Kelly Redford~~Ann~~
1575~~16~~	1~~14~~	2212 S M 76~~FENTON~~	WEST BRANCH	MI	48661	~~810-287-2388~~(989) 915-	Ann Tousciuk~~Bill~~
1575~~16~~	3	~~612 WEST BROAD~~500 N LAKE STREET, STE	BOYNE CITY~~LINDEN~~	MI	49712	~~810-287-2388~~(989) 915-	Ann Tousciuk~~Bill~~
1643~~16~~	1~~63~~	1437 N LEROY~~CLARKSTON~~	FENTON	MI	48430	(810~~-343-1254~~) 287-	Bill Talbot~~John~~
1643~~16~~	2~~77~~	612 WEST BROAD STREET~~WASHINGTON~~	LINDEN	MI	48451	~~586-786-1757~~(810) 287-	Bill Talbot
1644~~17~~	2~~74~~	6373 SASHABAW RD~~DETROIT~~	CLARKSTON	MI	48346	~~313-909-7772~~(810) 343-	John Foguth~~Brent~~
1737~~0~~	1~~13~~	7447 GRATIOT~~HIGHLAND PARK~~	DETROIT	MI	48213	(313-) 909--7772	Brent Armstrong
1737~~0~~	2~~76~~	13222 WOODWARD AVE~~DETROIT~~	HIGHLAND PARK	MI	48203	(313-) 909--7772	Brent Armstrong
1737~~18~~	3~~10~~	7633 MICHIGAN AVENUE~~CARO~~	DETROIT	MI	48210	~~989-551-3692~~(313) 909-	Brent
1810~~0~~	~~451~~	109 PARK DRIVE~~CASS CITY~~	CARO	MI	48723	(989-) 551--3692	Diane
1810~~0~~	3	~~102 S MAIN~~4518 LEACH ST~~STE A~~	CASS CITY~~PIGEON~~	MI	48726	(989-) 551--3692	Diane
1810~~0~~	~~897~~	102 S MAIN ST STE A~~BAD AXE~~	PIGEON	MI	48755	(989-) 551--3692	Diane
1810~~0~~	~~135~~	~~HARBOR BEACH~~897 NORTH VAN DYKE	BAD AXE	MI	48413	(989-) 551--3692	Diane
1810~~0~~	6	~~996 W~~135 S HURON ~~ST~~AVE	~~VASSAR~~HARBOR BEACH	MI	~~48768~~	(989-) 551--3692	Diane
1810~~18~~	~~615~~	996 W HURON ST~~GRAND LEDGE~~	VASSAR	MI	48768	~~517-974-0848~~(989) 551-	~~Kristina Back~~Diane
~~1865-00~~	~~222~~	33344 WOODWARD AVENUE~~HOLT~~	BIRMINGHAM	MI	48009	~~517-974-0848~~(801) 971-	Bob Angona~~Kristina~~
~~1865-00~~	5~~22~~	42181 14 MILE RD~~MASON~~	NOVI	MI	48377	~~517-974-0848~~(801) 971-	Bob Angona~~Kristina~~
~~1984-00~~	6~~18~~	3648 WEST MAPLE ROAD~~ROCHESTER~~	~~MI~~BLOOMFIELD TOWNSHIP	MI~~483~~	~~586-92~~	~~jeff Weber~~(801) 971-	Bob Angona
1997~~0~~	~~259~~	3853 MONROE~~REDFORD~~	DEARBORN~~MI~~	~~48239~~	48124	(248-) 687--9814	~~Christopher~~Chris
1997~~0~~	2~~38~~	24492 W 10 MILE RD~~DEARBORN~~	~~MI~~SOUTHFIELD	MI~~481~~	48034	(248-) 687--9814	~~Christopher~~Chris
1997~~0~~	3	~~24492 W 10~~25909 5 MILE ~~RD~~	~~SOUTHFIELD~~REDFORD	MI	~~48034~~	(248-) 687--9814	~~Christopher~~Chris
2015~~0~~	1	27301 HARPER AVE	SAINT CLAIR SHORES	MI	~~48081~~	(586-) 899--5530	Chris Weatherly
3120~~0~~	2	24756 COOLIDGE	OAK PARK	MI	48237	(248-) 885--1466	Wail Hakim
3120~~0~~	3	6078 WEST MAPLE	WEST BLOOMFIELD	MI	48322	(248-) 885--1466	Wail Hakim
3149~~0~~	2	619 PALMS AVENUE	ISHPEMING	MI	49849	(715-) 395--9950	Mark Corbin
3149~~0~~	3	521 N LAKE ST	IRONWOOD	MI	49938	(715-) 395--9950	Mark Corbin
3149~~0~~	4	1425 S. STEPHENSON HWY	IRON MOUNTAIN	MI	49801	(715-) 395--9950	Mark Corbin
3149~~0~~	5	2358 10TH STREET	MENOMINEE	MI	49858	(715-) 395--9950	Mark Corbin
3152~~0~~	1	19 S. GROESBECK	MT. CLEMENS	MI	48043	(586-) 248--1759	Jeffrey Silverman
3159~~0~~	1	1764 S ORTONVILLE RD SUITE 100	ORTONVILLE	MI	48462	(810-) 343--1254	~~Jake~~jake Foguth
3243~~0~~	1	36630 GARFIELD	CLINTON TOWNSHIP	MI	48035	(586-) 248--1759	Jeffrey Silverman

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Franchise Stores in the USA as of 12/31/2023

3250	1	4556 HOWE RD	WAYNE	MI	48184	(734-) 239--3643	Frank Sanchez
3250	2	9319 WAYNE RD	ROMULUS	MI	48174	(734-) 239--3643	Frank Sanchez
3250	3	27437 EUREKA RD	ROMULUS	MI	48174	(734-) 239--3643	Frank Sanchez
3250	10	11620 JOSEPH CAMPAU	HAMTRAMCK	MI	48212	(734-) 239--3643	Frank Sanchez
3255	1	1494 SHELDON ROAD	PLYMOUTH	MI	48170	(734-) 664--7302	Daniel Wanshon
3255	2	7229 CANTON CENTER ROAD	CANTON	MI	48187	(734-) 664--7302	Daniel Wanshon
3255	3	38141 ANN ARBOR ROAD	LIVONIA	MI	48150	(734-) 664--7302	Daniel Wanshon
3298	1	2797 WADHAMS RD	KIMBALL	MI	48074	(810-) 357--8148	Patrick Lawrence
3314	1	15203 NORTH HOLLY RD	HOLLY	MI	48442	(248-) 515--2185	Isaac Porter
3357	1	1783 WASHTENAW	YPSILANTI	MI	48197	(734-) 635--3565	Sheena Plocharczyk
3357	2~~MOBI~~	1595 HOLMES RD. UNIT 4	YPSILANTI	MI	48198	(734-) 635--3565	Sheena Plocharczyk
3357	3~~1595~~	799 N. Hewitt Rd.~~YPSILANTI~~	Ypsilanti	MI	48197	(734-) 635--3565	Sheena Plocharczyk
3357	4~~4116~~	~~CEDAR SPRINGS~~799 N. Hewitt Rd.	Ypsilanti	MI	48197	~~248-850-6220~~(734) 635-	Sheena
3357	1001	MOBILE FOOD TRUK~~ALLENDALE~~	YPSILANTI	MI	48197	~~248-850-6220~~(734) 635-	Sheena
3357	1002	Mobile Food Truck #2~~BIG RAPIDS~~	Ypsilanti	MI	48197	~~248-850-6220~~(734) 635-	Sheena
3383	1~~1171~~	802 CLARK STREET~~WESTLAND~~	BIG RAPIDS	MI	49307	~~586-933-7223~~(248) 850-	Joseph Cairo~~Mark~~
3383	2~~3896~~	4116 17 MILE ROAD~~WESTLAND~~	CEDAR SPRINGS	MI	49319	~~586-933-7223~~(248) 850-	Joseph Cairo~~Mark~~
3383	3~~2235~~	6370 LAKE MICHIGAN DRIVE~~TAYLOR~~	ALLENDALE	MI	49401	~~586-933-7223~~(248) 850-	Joseph Cairo~~Mark~~
3383	4~~4912~~	5720 W US HIGHWAY 10~~WIXOM~~	LUDINGTON	MI	49431	~~734-776-8085~~(248) 850-	Joseph Cairo~~John~~
3399	1~~527~~	22359 GODDARD AVENUE~~MILAN~~	TAYLOR	MI	48180	~~734-635-3565~~(586) 933-	Mark LoDuca~~Sheena~~
3399	2~~6901~~	38960 CHERRY HILL RD~~SALINE~~	WESTLAND~~MI~~	MI~~48176~~	48185	(586) 933-	Mark LoDuca
3399	3~~7774~~	1171 S WAYNE ROAD~~CLARKSTON~~	WESTLAND~~MI~~	MI~~48348~~	48186	(586~~-944-8139~~) 933-	~~Liz Russell~~Mark LoDuca
3403	~~3554~~	49126 PONTIAC TRAIL~~ROCHESTER~~	WIXOM~~MI~~	MI~~48309~~	48393	~~Liz Russell~~(734) 776-	John Colliton
3422	~~435~~	527 W MAIN ST~~COLDWATER~~	MILAN~~MI~~	MI~~49036~~	48160	(734) 635-3565	Sheena Plocharczyk
3422	2~~829 S~~	6901 STATE STREET~~EATON RAPIDS~~	SALINE~~MI~~	MI~~48827~~	48176	(734) 635-3565	Sheena Plocharczyk
3423	~~515~~	7774 SASHABAW RD~~CHARLOTTE~~	CLARKSTON~~MI~~	~~48813~~MI	48348	(586) 944-8139	stacy bacevicius
3423	~~1203 E.~~	~~EAST~~ 160 FESTIVAAL DR~~LANSING~~	ROCHESTER HILLS~~MI~~	MI~~48823~~	48309	(586) 944-8139	stacy bacevicius
3423	5~~5140~~	2211 WOODWARD AVE~~LANSING~~	~~MI~~DETOIT	MI~~48911~~	48201	(586) 944-8139	stacy bacevicius
3423	6~~317~~	14900 METRO PKWY~~WILLIAMSTON~~	STERLING HEIGHTS~~MI~~	MI~~48895~~	48312	(586) 944-8139	stacy bacevicius
3441	~~1639~~	~~HASLETT~~435 EAST CHICAGO	COLDWATER~~MI~~	~~48840~~MI	49036		Derek Turowski
3441	~~3340~~	829 S MAIN~~EAST LANSING~~	EATON RAPIDS~~MI~~	MI~~48823~~	48827		Derek Turowski
3441	3~~3325~~	515 LANSING STREET	~~MI~~CHARLOTTE	MI~~48910~~	48813		Derek Turowski
3441	~~4124~~	5140 S CEDAR ST	LANSING	MI	48911		Derek Turowski
3441	6~~2902~~	3340 E LAKE LANSING RD	~~MI~~EAST LANSING	MI~~48906~~	48823		Derek Turowski

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Franchise Stores in the USA as of 12/31/2023

3441~~-0~~	7~~1~~	2902 N. GRAND RIVER~~DEWITT~~	LANSING	MI	4890648820		Derek Turowski
3441~~-0~~	8	~~2824 EAST~~1203 E. GRAND RIVER	EAST LANSING	MI	4882348912		Derek Turowski
3441~~3~~	9~~1~~	2824 EAST GRAND RIVER~~SOUTHFIELD~~	LANSING	MI	4891248076	~~303-217-3525~~	~~Jacques~~
3441~~3~~	10	~~3648~~4124 WEST ~~MAPLE ROAD~~SAGINAW	LANSING~~BLOOMFIELD~~	MI	~~4830~~48917	~~303-217-3525~~	~~Jacques~~
3441~~3~~	11	~~5523 FENTON~~1639 HASLETT ROAD	HASLETT~~FLINT~~	MI	~~4850~~48840	~~303-217-3525~~	~~Jacques~~
3441~~3~~	12~~8~~	13070 S US 27~~DURAND~~	DEWITT	MI	4882048429	~~303-217-3525~~	~~Jacques~~
3441~~3~~	13~~5~~	3325 S MARTIN LUTHER KING BLVD~~FLINT~~	LANSING	MI	4891048506	~~303-217-3525~~	~~Jacques~~
3441~~3~~	14~~3~~	317 WEST GRAND RIVER~~FLINT~~	WILLIAMSTON	MI	4889548506	~~303-217-3525~~	~~Jacques~~
3441~~3~~	15~~9~~	227 N CEDAR~~SWARTZ CREEK~~	MASON	MI	4885448473	~~303-217-3525~~	~~Jacques~~
~~3454-0~~	16~~1~~	615 SAGINAW HIGHWAY~~FLINT~~	GRAND LEDGE	MI	4883748532~~-~~	~~303-217-3525~~	~~Jacques~~
3454~~-0~~	1~~1~~	2214 W PIERSON ROAD	FLINT	MI	4850448503	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	2	1063 BRISTOL RD	BURTON	MI	48529	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	3~~1~~	101 S DORT~~GRAND BLANC~~	FLINT	MI	4850348439	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	4~~3~~	201 EAST MAIN STREET~~GRAND BLANC~~	FLUSHING	MI	4843348439	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	5~~1~~	5523 FENTON ROAD~~BURTON~~	FLINT	MI	~~48509-191~~548	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	6~~1~~	1059 S BALLENGER~~MT MORRIS~~	FLINT	MI	48532~~-~~	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	7~~2~~	1081 SOUTH STATE STREET~~FLINT~~	DAVISON	MI	4842348504	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	8~~2~~	605 N GRAND TRAVERSE ST~~FLUSHING~~	FLINT	MI	4850348433	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	9~~2~~	3002 RICHFIELD	FLINT	MI	4850648504	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	10~~1~~	G-6042 NORTH SAGINAW~~DAVISON~~	MOUNT MORRIS	MI	4845848423	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	~~G-6~~	3064 E ATHERTON~~MOUNT MORRIS~~	BURTON~~MI~~	MI~~48458~~	48529-1039	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	12~~1~~	12500 SOUTH SAGINAW~~FLINT~~	GRAND BLANC~~MI~~	MI~~48532~~	48439	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	13~~3~~	11956 1/2 N SAGINAW RD~~BURTON~~	MT MORRIS~~MI~~	~~48529-103~~	48458	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	14	2183 W. VIENNA	CLIO	MI	48420	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~-0~~	15~~6~~	9041 MILLER ROAD~~FLINT~~	SWARTZ CREEK~~MI~~	MI~~48503~~	48473	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3454~~3~~	16~~5~~	2509 FLUSHING ROAD~~MIDDLEVILLE~~	FLINT~~MI~~	MI~~49333~~	48504~~616-53~~	(303) 217-3525~~Loren~~	Kyle Plumb
3454~~3~~	17~~1~~	803 N SAGINAW~~BELMONT~~	DURAND~~MI~~	MI~~49306~~	48429~~616-53~~	(303) 217-3525~~Loren~~	Kyle Plumb
3454~~3~~	18	3029 E. HILL~~4700 CASCADE~~ ROAD~~SE~~	GRAND ~~RAPIDS~~BLANC	MI	4843949546	~~810-360-5722~~(303) 217-	Kyle Plumb~~Ryne~~
3454~~3~~	19~~1~~	1193 S BELSAY RD~~COOPERSVILLE~~	BURTON~~MI~~	MI~~49404~~	~~810-360-5722~~	(303) 217-3525~~Ryne~~	Kyle Plumb
3454~~3~~	~~618~~	5028 RICHFIELD RD~~SPRING LAKE~~	FLINT~~MI~~	MI~~49456~~	48506~~810-36~~	(303) 217-3525~~Ryne~~	Kyle Plumb
3454~~35~~	~~185~~	1440 S. LINDEN~~DEARBORN~~	FLINT~~MI~~	~~48128~~MI	48532~~586-40~~	~~Louis Asher~~(303) 217-	Kyle Plumb
3454~~3~~	22~~4~~	19949 W. 12 MILE ROAD~~PONTIAC~~	SOUTHFIELD~~MI~~	MI~~48342~~	48076	(303~~-~~) 217~~-~~3525	~~Jacques Grondin~~Kyle
3455~~3~~	1~~1~~	505 TOWNE CENTER DR~~PONTIAC~~	MIDDLEVILLE~~MI~~	MI~~48341~~	49333~~303-21~~	~~Jacques Grondin~~(616)	Loren Hoppen
3455~~3~~	2~~3~~	1604 POST DR NE~~BIRMINGHAM~~	BELMONT~~MI~~	MI~~48009~~	49306~~303-21~~	~~Jacques Grondin~~(616)	Loren Hoppen

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3503~~3~~	1~~5~~	4700 CASCADE ROAD SE~~WHITE LAKE~~	GRAND RAPIDS	MI	4954648383	~~303-217-3525~~(810) 360-	Ryne
3503~~35~~	2~~5~~	1151 RANDALL ST~~WATERFORD~~	COOPERSVILLE	MI	4940448327	~~303-217-3525~~(810) 360-	Ryne
3503~~35~~	3~~4~~	618 E SAVIDGE #2~~WATERFORD~~	SPRING LAKE	MI	4945648329	~~303-217-~~(810) 360-	Ryne
3543~~-0~~	1~~6~~	453 NORTH PERRY STREET~~MILFORD~~	PONTIAC	MI	4834248381	(303-) 217-~~-~~3525	~~Jacques Grondin~~Kyle
3543~~-0~~	2~~4~~	145 S. TELEGRAPH~~NOVI~~	PONTIAC	MI	4834148377	(303-) 217-~~-~~3525	~~Jacques Grondin~~Kyle
3543~~35~~	4~~3~~	5951 HIGHLAND RD~~SOUTHFIELD~~	WHITE LAKE	MI	4838348076	~~248-758-8082~~(303) 217-	~~Kaelan Hakim~~Kyle
3543~~35~~	5~~1~~	5961 HIGHLAND ROAD~~JENISON~~	WATERFORD	MI	4832749428	~~616-551-2771~~(303) 217-	Kyle Plumb~~Daniel~~
3543~~35~~	6~~4~~	4706 W. WALTON BLVD.~~GRANDVILLE~~	WATERFORD	MI	4832949418	~~616-551-2771~~(303) 217-	Kyle Plumb~~Daniel~~
3543~~35~~	7~~7~~	630 HIGHLAND AVENUE~~WYOMING~~	MILFORD	MI	4838149509	~~616-551-2771~~(303) 217-	Kyle Plumb~~Daniel~~
3565~~-0~~	1~~1~~	1901 BALDWIN ST.~~GRAND RAPIDS~~	JENISON	MI	4942849504	(616-) 551-~~-~~2771	Daniel Worst
3565~~-0~~	2~~5~~	4375 CHICAGO DRIVE SW~~KENTWOOD~~	GRANDVILLE	MI	4941849548~~-~~	(616-) 551-~~-~~2771	Daniel Worst
3565~~-0~~	~~258~~	725 28TH STREET~~BYRON CENTER~~	WYOMING	MI	4950949315	(616-) 551-~~-~~2771	Daniel Worst
3565~~-0~~	4~~3~~	1245 LEONARD STREET NW~~WYOMING~~	GRAND RAPIDS	MI	4950449519	(616-) 551-~~-~~2771	Daniel Worst
3565~~-0~~	~~467~~	5442 S DIVISION~~HUDSONVILLE~~	KENTWOOD	MI	~~49426-801~~549	(616-) 551-~~-~~2771	Daniel Worst
3565~~-0~~	6	~~735 FULTON~~2587 SW 84TH ST~~W~~	~~GRAND RAPIDS~~BYRON	MI	~~4950~~49315	(616-) 551-~~-~~2771	Daniel Worst
3565~~-0~~	7~~4~~	3556 BYRON CENTER AVE. SW~~WALKER~~	WYOMING	MI	4951949544	(616-) 551-~~-~~2771	Daniel Worst
3565~~-0~~	8~~1~~	4676 32ND AVE SUITE A~~WAYLAND~~	HUDSONVILLE	MI	49426-	(616-) 551-~~-~~2771	Daniel Worst
3565~~-0~~	9~~9~~	735 FULTON ST W~~CALEDONIA~~	GRAND RAPIDS	MI	4950449316	(616-) 551-~~-~~2771	Daniel Worst
3565~~3~~	10~~4~~	4335 LAKE MICHIGAN DRIVE~~SHELBY~~	WALKER	MI	4954448317	~~810-941-1779~~(616) 551-	Daniel Worst~~Kyle~~
3565~~3~~	11~~1~~	1118 W SUPERIOR~~GRAND HAVEN~~	WAYLAND	MI	4934849417	~~269-223-3454~~(616) 551-	Daniel Worst~~Zane~~
~~3574-0~~	12~~8~~	9175 CHERRY VALLEY~~MUSKEGON~~	CALEDONIA~~MI~~	~~49442~~MI	49316~~269-22~~	~~Zane Gay~~(616) 551-	Daniel Worst
3565~~3~~	13~~2~~	4500 WEST RIVER DR NE~~GRAND~~	COMSTOCK PARK~~MI~~	MI~~49507~~	49321~~303-21~~	~~Jacques Grondin~~(616)	Daniel Worst
3571~~3~~	1~~3~~	48904 VAN DYKE~~ROCKFORD~~	~~MI~~SHELBY TWP	MI~~49341~~	48317~~303-21~~	~~Jacques Grondin~~(810)	Kyle Pearson
3574~~35~~	2~~2~~	825 E LAKETON~~GRAND RAPIDS~~	MUSKEGON~~MI~~	MI~~49505~~	49442~~303-21~~	~~Jacques Grondin~~(269)	Zane Gay
3579~~-0~~	1~~5~~	2045 EASTERN~~SPARTA~~	GRAND RAPIDS~~MI~~	MI~~49345~~	49507	(303-) 217-~~-~~3525	~~Jacques Grondin~~Kyle
3579~~-0~~	2~~4~~	380 E DIVISION ST NE~~COMSTOCK PARK~~	ROCKFORD~~MI~~	MI~~49321~~	49341	(303-) 217-~~-~~3525	~~Jacques Grondin~~Kyle
3579~~-0~~	3~~4~~	2000 FULLER	GRAND RAPIDS	MI	4950549525	(303-) 217-~~-~~3525	~~Jacques Grondin~~Kyle
3579~~-0~~	~~120~~	545 STATE ST.~~GRAND RAPIDS~~	SPARTA~~MI~~	~~49506~~MI	49345	(303-) 217-~~-~~3525	~~Jacques Grondin~~Kyle
3579~~3~~	5~~2~~	4089 ALPINE AVE.~~FARMINGTON HILLS~~	~~MI~~COMSTOCK PARK	MI~~48336~~	~~248-931-0019~~	(303) 217-3525~~Justin~~	Kyle Plumb
3579~~3~~	6~~5~~	4016 PLAINFIELD AVENUE NE~~OSCODA~~	GRAND RAPIDS~~MI~~	MI~~48750~~	49525~~989-91~~	(303) 217-	Kyle Plumb
3603~~3~~	1~~2~~	29235 W. 11 MILE RD~~JACKSON~~	FARMINGTON HILLS~~MI~~	~~49202-37~~	48336	(248-~~881-3339~~) 931-	Justin Pattah~~Eric~~
3614~~3~~	~~123~~	5113 N US HIGHWAY 23~~JACKSON~~	OSCODA~~MI~~	~~49203~~MI	48750~~248-88~~	~~Eric Olse~~(989) 915-	Geoffrey King
3625~~3~~	1~~7~~	2102 E MICHIGAN~~CHEBOYGAN~~	JACKSON~~MI~~	MI~~49721~~	~~231-409-9559~~	(248) 881-3339~~Tim~~	Eric Oles
3625~~3~~	2	~~1390 MAIN STREET~~1234 S WEST AVENUE	JACKSON~~GAYLORD~~	MI	~~4973~~49203	~~231-409-9559~~(248) 881-	Eric Oles~~Tim~~

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3641~~0~~	~~250~~	5604 M 72 HWY WEST~~EAST JORDAN~~	GRAYLING	MI	49738	(231~~-~~) 409~~-~~9559	Tim Carlson
3641~~0~~	2	120 CYPRESS ST	MANISTEE	MI	49660	(231~~-~~) 409~~-~~9559	Tim Carlson
3641~~0~~	3~~5~~	702 S MAIN~~GRAYLING~~	CHEBOYGAN	MI	49721	(231~~-~~) 409~~-~~9559	Tim Carlson
3641~~0~~	4	1099 US 31 NORTH	PETOSKEY	MI	49770	(231~~-~~) 409~~-~~9559	Tim Carlson
3641~~3~~	5	~~121~~250 S ~~MAIN~~LAKE ST	EAST JORDAN~~YALE~~	MI	49727	~~810-387-2111~~(231) 409-	Tim Carlson~~Uday~~
3641~~3~~	6~~4~~	1390 MAIN STREET WEST~~CLINTON TWP~~	GAYLORD	MI	49735	~~248-320-2569~~(231) 409-	Tim Carlson~~Ken~~
3647~~3~~	**23~~4~~**	31541 HARPER AVENUE~~SHELBY TWP~~	ST CLAIR SHORES	MI	48082	~~248-320-2569~~(724) 328-	~~Ken DeLano~~Jay Patel
3647~~3~~	~~276~~	22111 GREATER MACK	ST CLAIR SHORES	MI	48080	~~248-320-2569~~(724) 328-	~~Ken DeLano~~Jay Patel
3647~~3~~	**25**	~~172 NORTH RIVER~~16125 EAST TEN MILE	~~HOLLAND~~EASTPOINTE	MI	~~49424~~	~~810-360-5722~~(724) 328-	Jay Patel~~Ryne~~
3647~~3~~	**26~~7~~**	39050 VAN DYKE AVE~~HOLLAND~~	STERLING HEIGHTS	MI	48313	~~810-360-5722~~(724) 328-	Jay Patel~~Ryne~~
3687~~3~~	1~~7~~	~~SOUTH HAVEN~~121 S MAIN ST	YALE	MI	48097	(810~~-360-5722~~) 387-	Uday Shamou~~Ryne~~
3703~~37~~	~~265~~	41920 HAYES~~ALGONAC~~	CLINTON TWP	MI	48038	~~313-673-5593~~(248) 320-	~~Ebony Cochran~~Kenneth
3703~~3~~	2~~4~~	47069 HAYES~~CANTON~~	SHELBY TWP	MI	48315	(248~~-790-8927~~) 320-	~~Nasir Hakim~~Kenneth
3703~~3~~	3	~~53101 SHELBY~~27667 23 MILE ROAD	CHESTERFIELD TWP~~SHELBY~~	MI	~~48316~~	~~586-932-7384~~(248) 320-	Kenneth
3704~~3~~	1	~~34850 WEST WARREN~~172 NORTH RIVER	~~WESTLAND~~HOLLAND	MI	~~48185~~	~~559-786-4093~~(810) 360-	Ryne
3704~~3~~	2~~2~~	716 CHICAGO DRIVE~~HARRISON~~	HOLLAND	MI	49423	~~313-506-6073~~(810) 360-	Ryne
3704~~5~~	3~~2~~	723 AYLWORTH~~DETROIT~~	SOUTH HAVEN	MI	49090	~~313-549-5548~~(810) 360-	Ryne Bilderbeck~~Joel~~
3709~~1~~	1~~1~~	42440 FORD ROAD~~SARTELL~~	CANTON~~MN~~	MI~~56~~	48187	(248) 790-8927~~Marty~~	Frank Hakim
3712~~1~~	1~~2~~	~~ST CLOUD~~53101 SHELBY ROAD	~~MN~~SHELBY TOWNSHIP	~~56301~~	~~320-25~~	(586) 932-7384~~Marty~~	Kevin Hoppe
3734~~1~~	1~~1~~	34850 WEST WARREN	~~MN~~WESTLAND	MI~~55~~	~~612-59~~	(559) 786-4093~~Gary~~	Mandeep Singh
3736~~17~~	~~188~~	26190 CROCKER BLVD~~ELK RIVER~~	HARRISON TOWNSHIP~~MN~~	~~55330~~	48045	~~Gary Persons~~(313) 506-	Michael Romanelli
3763~~1~~	1~~1~~	1124 ROBBINS ROAD~~MANKATO~~	GRAND HAVEN~~MN~~	MI~~56~~	49417	(810) 360-5722~~Craig~~	Ryne Bilderbeck
3771~~2~~	1~~1~~	101 WEST MONTEZUMA	HOUGHTON~~MN~~	MI~~55~~	49931	(517) 290-	Emily Storm
3789~~3~~	1~~2~~	30820 SOUTHFIELD ROAD~~DULUTH~~	SOUTHFIELD~~MN~~	MI~~55~~	48076	(248) 763-	Mike Kariko
3792~~3~~	1	~~818 YELLOW BRICK~~2658 POINTE TREMBLE	~~CHASKA~~ALGONAC	~~MN~~M	~~55318~~	~~612-386-5876~~(810) 656-	Robert
3799~~3~~	1~~7~~	2410 EAST M-21~~CLOQUET~~	CORUNNA~~MN~~	MI~~55~~	~~715-39~~	(517) 230-2368~~Mark~~	Drew Pollack
3799~~3~~	2~~1~~	400 E. MAIN ST.~~BEMIDJI~~	OWOSSO~~MN~~	MI~~56~~	48867	~~Chris Duell~~(517) 230-	Drew Pollack
3799~~3~~	3~~9~~	1500 WRIGHT AVE~~WINONA~~	~~MN~~ALMA	MI~~55~~	~~507-31~~	(517) 230-2368~~Paul~~	Drew Pollack
3799~~3~~	4~~1~~	800 S US HIGHWAY 27~~LAKEVILLE~~	ST JOHNS~~MN~~	MI~~55~~	48879	(517) 230-	Drew Pollack
3801~~3~~	1~~3~~	18310 W CHICAGO BLVD~~ROSEMOUNT~~	DETROIT~~MN~~	MI~~55~~	48228	(586) 219-	Rana Younan
3805~~3~~	~~844~~	7793 26 MILE RD.~~WOODBURY~~	WASHINGTON	MI~~55~~	48094	(586) 453-	Kristie Biggs
3812~~3~~	~~966~~	2000 BRUSH ST~~EDEN PRAIRIE~~	DETROIT~~MN~~	MI~~55~~	~~651-21~~	(313) 262-	Laura Kacir
3827~~3~~	1~~6~~	46866 ROMEO PLANK RD~~INVER GROVE~~	MACOMB~~MN~~	MI~~55~~	48044	(586) 945-	Jeff Tamachaski
3827~~3~~	2~~8~~	3223 SOUTH BLVD~~BRAINERD~~	~~MN~~AUBURN HILLS	MI~~56~~	~~507-27~~	(586) 945-	Jeff Tamachaski

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3827~~36~~ 3~~89~~	151 S MAIN STREET~~ST PAUL~~	ROMEO~~MN~~	MI~~5~~	48065~~423-~~	(586) 945-2431~~Andy~~	Jeff Tamachaski
3827~~36~~ ~~221~~	52895 HAYES RD.~~MINNEAPOLIS~~	SHELBY TOWNSHIP~~MN~~	MI~~5~~	48315~~423-~~	(586) 945-2431~~Andy~~	Jeff Tamachaski
5090~~36~~ 1~~90~~	2901 GRAND RIVER AVENUE~~MINNEAPOLIS~~	~~MN~~DETROIT	MI~~5~~	~~423-432-03~~	(313) 549-5548~~Andy~~	Joel Bota
1364~~36~~ 1~~16~~	135 2ND STREET S~~MAPLEWOOD~~	SARTELL	MN	56377~~551~~	~~423-432-0385~~(320) 251-	Marty
1364~~36~~ 2~~11~~	2021 W DIVISION ST	ST ~~PAUL~~CLOUD	MN	~~55118~~563	~~423-432-0385~~(320) 251-	Marty
1746~~36~~ 1~~25~~	1563 7TH STREET EAST~~MOUNDS VIEW~~	MONTICELLO	MN	55362~~551~~	~~423-432-0385~~(612) 599-	Gary
1816~~36~~ 1~~34~~	1150 S RIVERFRONT DRIVE~~COON RAPIDS~~	MANKATO	MN	56001~~554~~	~~423-432-0385~~(507) 380-	Craig
2083~~36~~ 2~~12~~	1529 EAST HIGHWAY 14 STE	ROCHESTER	MN	55904~~553~~	~~423-432-0385~~(507) 951-	Nathan
3019~~36~~ ~~560~~	2706 W. MICHIGAN STREET~~BROOKLYN~~	DULUTH	MN	55806~~554~~	~~423-432-0385~~(218) 940-	Michelle
3036~~37~~ ~~812~~	~~WILLMAR~~818 YELLOW BRICK RD	CHASKA	MN	~~56201~~553	~~370-828-0769~~(612) 386-	Joshua Flom~~Daniel~~
3149~~05~~ 1~~21~~	707 HIGHWAY 33 SOUTH~~SAINT JOSEPH~~	CLOQUET~~MO~~	MN	55720~~816-~~	(715) 395-	Mark Corbin
3187~~05~~ 4~~33~~	1504 PAUL BUNYAN DRIVE~~ST JOSEPH~~	BEMIDJI~~MO~~	~~645~~	56601~~816-~~	(701) 580-	Dan Provost
3429~~06~~ 1~~31~~	940 FRONTENAC DR~~WEST PLAINS~~	WINONA~~MO~~	MN	55987~~870-~~	(507) 313-6951~~Erik~~	Paul van Eijl
3505~~11~~ 1~~24~~	3860 150TH STREET~~JEFFERSON CITY~~	ROSEMOUNT~~MO~~	MN	55068~~573-~~	(651) 216-1373~~John~~	Thomas Benusa
3505~~11~~ 2~~10~~	8446 TAMARACK VILLAGE #206~~ROLLA~~	WOODBURY~~MO~~	MN	55125~~573-~~	(651) 216-1373~~Bret~~	Thomas Benusa
3505~~11~~ 3~~24~~	966-B PRAIRIE CENTER DR~~O FALLON~~	EDEN PRAIRIE~~MO~~	MN	55344~~636-~~	(651) 216-1373~~Joe~~	Thomas Benusa
3505~~11~~ 4~~31~~	6485 CAHILL AVE~~CAPE GIRARDEAU~~	INVER GROVE HEIGHTS~~MO~~	MN	55076~~573-~~	(651) 216-	Thomas Benusa
3505~~11~~ ~~105~~	17653 GLASGOW AVE~~SIKESTON~~	LAKEVILLE~~MO~~	MN	55044~~573-~~	(651) 216-	Thomas Benusa
3595~~11~~ ~~705~~	807 WASHINGTON ST~~JACKSON~~	BRAINERD~~MO~~	MN	56401~~573-~~	(507) 279-	Russell Kiker
3684~~11~~ **1**~~12~~	890 ARCADE~~FREDERICKTOWN~~	ST PAUL~~MO~~	MN	55106~~573-~~	(423) 432-	Andy Abbajay
3684~~11~~ **2**~~11~~	2218 E LAKE ST STE A~~DEXTER~~	MINNEAPOLIS~~MO~~	MN	55407~~573-~~	(423) 432-	Andy Abbajay
3684~~14~~ **3**~~27~~	902 WEST BROADWAY AVE~~ST ROBERT~~	MINNEAPOLIS~~MO~~	~~655~~	55411~~417-~~	(423) 432-0385~~Geoff~~	Andy Abbajay
3684~~14~~ ~~480~~	1688 WHITE BEAR AVE~~LEBANON~~	MAPLEWOOD~~MO~~	~~655~~	55109~~417-~~	(423) 432-0385~~Geoff~~	Andy Abbajay
3684~~14~~ **5**~~31~~	1115 S ROBERT STREET~~SULLIVAN~~	~~MO~~ST PAUL	MN	~~417-838-13~~	(423) 432-0385~~Geoff~~	Andy Abbajay
3684~~14~~ **6**~~61~~	2581 COUNTY ROAD 10~~SPRINGFIELD~~	MOUNDS VIEW~~MO~~	MN	55112~~417-~~	(423) 432-0385~~Geoff~~	Andy Abbajay
3684~~14~~ **7**~~15~~	3450 124TH AVE. SUITE 108~~SPRINGFIELD~~	COON RAPIDS~~MO~~	MN	55433~~417-~~	(423) 432-0385~~Geoff~~	Andy Abbajay
3684~~14~~ **8**~~20~~	1246 COUNTY ROAD 42 WEST~~SPRINGFIELD~~	BURNSVILLE~~MO~~	MN	55337~~417-~~	(423) 432-0385~~Geoff~~	Andy Abbajay
3684~~14~~ ~~421~~	5605 XERXES AVENUE NORTH STE	BROOKLYN CENTER~~MO~~	~~658~~	55430~~417-~~	(423) 432-0385~~Geoff~~	Andy Abbajay
597~~14~~ 2~~90~~	2120 MITCHELL AVENUE~~MONETT~~	SAINT JOSEPH	MO	64507~~657~~	~~417-838-1332~~(816) 617-	Jennifer
597~~14~~ ~~451~~	3304 ASHLAND AVE.~~BOLIVAR~~	ST JOSEPH	MO	64506~~656~~	~~417-838-1332~~(816) 617-	Jennifer
669~~14~~ 4~~34~~	316 PORTER WAGONER BLVD.~~FLORISSANT~~	WEST PLAINS~~MO~~	MO	65775~~417-~~	(870) 416-0917~~Geoff~~	Erik Eby
1137~~14~~ 5~~22~~	2407 MISSOURI BLVD~~FERGUSON~~	JEFFERSON CITY~~MO~~	MO	65109~~417-~~	(573) 690-8150~~Geoff~~	John Nappier
1138~~14~~ ~~425~~	1013 KINGSHIGHWAY ST~~ST CHARLES~~	ROLLA~~MO~~	~~633~~	65401~~417-~~	(573) 619-8997~~Geoff~~	Bret Gerard
1141~~14~~ 2~~11~~	2438 HIGHWAY K~~WENTZVILLE~~	O FALLON~~MO~~	MO	63368~~417-~~	(636) 544-1709~~Geoff~~	Joe Gittemeier

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Franchise Stores in the USA as of 12/31/2023

11761	18	310 N KINGSHIGHWAYO'FALLON	CAPE GIRARDEAU	MO	6370163366	417 838 1332(573) 225-	Jordan
11761	107	FERGUSON1051 E MALONE	SIKESTON	MO	6380163135	417 838 1332(573) 225-	Jordan
11761	31	705 E JACKSON BLVDFENTON	JACKSON	MO	6375563026-	417 838 1332(573) 225-	Jordan
11761	49	1119 NORTH ONE MILE RDNEOSHO	DEXTER	MO	6384164850	417 838 1332(573) 225-	Jordan
1176 14	58	1271 W HIGHWAY 72JOPLIN	FREDERICKTOWN	MO	6364564801	417 838 (573) 225-	Jordan WeissGeoff
1499 0	120	615 S. SCENIC AVE.WEBB CITY	SPRINGFIELD	MO	6580264870	(417-) 838--1332	Geoff Clotfelter
1499 0	22	1540 S. GLENSTONECARTHAGE	SPRINGFIELD	MO	6580464836	(417-) 838--1332	Geoff Clotfelter
1499 0	32	203 E. KEARNEYJOPLIN	SPRINGFIELD	MO	6580364804	(417-) 838--1332	Geoff Clotfelter
1499 0	41	4214 S FARM ROAD 135 STE BREPUBLIC	SPRINGFIELD	MO	6580465738	(417-) 838--1332	Geoff Clotfelter
1499 0	54	900 E CLEVELANDSPRINGFIELD	MONETT	MO	6570865807	(417-) 838--1332	Geoff Clotfelter
14991	714	NIXA451 SOUTH SPRINGFIELD	BOLIVAR	MO	6561365714	(417 987 1803) 838-	Geoff
14991	7	1734480 S 20TH STREETJEFFERSON	OZARKLEBANON	MO	657216536	(417 987 1803) 838-	Geoff
14991	89	272 MARSHALL DR SUITE A	ST JOHNROBERT	MO	6558463114	314 223 8963(417) 838-	Geoff
14991	104	310 PARK RIDGE RDST LOUIS	SULLIVAN	MO	6308063111	314 223 8963(417) 838-	Geoff
14991	118	1077 US HIGHWAY 60 EASTJENNINGS	REPUBLIC	MO	6573863136	636 675 6937(417) 838-	Geoff
14991	121	4133 SOUTH NATIONAL	SPRINGFIELD	MO	6580763010	636 675 6937(417) 838-	Geoff
14991	153	823 SOUTH MAIDEN LANEHANNIBAL	JOPLIN	MO	6480163401	269 589 8108(417) 838-	Geoff
14992	161	2446 GRAND AVE.WARRENSBURG	CARTHAGE	MO	6483664093	770 815 6614(417) 838-	Geoff
14992	172	1202-A SOUTH MADISON ST.SEDALIA	WEBB CITY	MO	6487065301	770 815 6614(417) 838-	Geoff
14993	18	920 S. NEOSHO1345 N WESTWOOD BLVD.	NEOSHOPOPLAR BLUFF	MO	6485063901	248 894 7797(417) 838-	Geoff
14993	193	2431 S RANGELINE RDST LOUIS	JOPLINMO	MO63113	64804847 79	(417) 838-	Geoff Clotfelter
14993	211	340 HOWDERSHELL RD.MARSHALL	FLORISSANTMO	MO65340	63031561 41	(417) 838-	Geoff Clotfelter
14993	290	220 N. FLORISSANT RDCOLUMBIA	FERGUSONMO	MO65203	63135561 41	(417) 838-	Geoff Clotfelter
14993	23	100 BRICKTON425 DROSTE RD. SUITE 108	ST CHARLESCOLUMBIA	MO	6520263301	561 419 3994(417) 838-	Geoff
14993	241	1126 W PEARCE BLVDKIRKSVILLE	WENTZVILLEMO	MO63501	63385561 41	(417) 838-	Geoff Clotfelter
14993	505	850 BRYAN RDCOLUMBIA	O'FALLONMO	65201MO	63366561 41	(417) 838-	Geoff Clotfelter
14993	162	1165 GRAVOIS RD. STE 132MOBERLY	FENTONMO	MO65270	561 419 3994	(417) 838-	Geoff Clotfelter
16203	1	200714 MCCROSKEY ST LOUIS AVE	FULTONNIXA	MO	6525165714	573 301 0093(417) 987-	Carl BiondoEric
16203	830	POTOSI1734 S 20TH STREET	MOOZARK	63664MO	573 747 9898	(417) 987-1803Jamie	Carl Biondo
16513	21	9036 ST. CHARLES ROCK ROADOAK	MOST JOHN	MO64075	63114816 77	(314) 223-8963Latif	Stephen Erbe
16513	34	1042-F LOUGHBOROUGHKANSAS CITY	ST LOUISMO	64050MO	63111918 85	(314) 223-8963Dan	Stephen Erbe
17763	170	8986 JENNINGS STATION	JENNINGSMO	64056MO	63136918 85	(636) 675-6937Dan	David Luckett
17763	33	1851 JEFFCO BLVDINDEPENDENCE	ARNOLDMO	MO64055	63010918 85	(636) 675-6937Dan	David Luckett
19553	**5**	365 HIGHWAY 61 N6700 N OAK	HANNIBALGLADSTONE	MO	6340164118	918 851 5160(269) 589-	Steve BrevitzDan

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

20413	15	101 N MAGUIRE SUITE D	KANSAS CITY	WARRENSBURG	MO	64093641	918-851-5160 (770) 815-	Amyn Punjani	Dan-
20413	140	2125 W BROADWAY BLVD	BLUE SPRINGS	SEDALIA	MO	65301640	918-851-5160 (770) 815-	Amyn Punjani	Dan-
30033	21	1345 N WESTWOOD BLVD	INDEPENDENCE	POPLAR BLUFF	MO	63901640	918-851-5160 (248) 894-	Joe Polasek	Dan-
31013	113	3621 PAGE BLVD	DESLOGE	ST LOUIS	MO	63113636	573-760-6892 (847) 791-	Plamen	
31583	41	1426 S ODELL AVE	FARMINGTON	MARSHALL	MO	65340636	573-760-6892 (561) 419-	Michael	
31583	146	2901 WEST BROADWAY STE		COLUMBIA	MO	65203657	404- (561-1822) 419-	Michael	
31583	74	100 BRICKTON RD. SUITE 108	ST PETERS	COLUMBIA	MO	65202633	636-614-8912 (561) 419-	Michael Kelsey	James-
31583	83	505 EAST NIFONG ST	PETERS	COLUMBIA	MO	63303652	636-614-8912 (561) 419-	Michael Kelsey	James-
31583	91	1714 N BALTIMORE ST	TROY	KIRKSVILLE	MO	63501633	636-614-8912 (561) 419-	Michael Kelsey	James-
3158303	101	1625 N MORLEY ST STE B	CORINTH	MOBERLY MS	38834 MO	65270662-	Wayne Jenkins (561)	Michael Kelsey	
3256304	517	200 ST LOUIS AVE	SOUTHAVEN	MS FULTON	38671 MO	901-461-18	(573) 301-0093	Marty-	Eric Lueckenhoff
3301304	1	8110 CAMP CREEK BLVD,	830 E HIGH ST STE.	OLIVE BRANCH	POTOSI	MS MO	38654636	901-461-1831 (573) 747-	Jamie Glore	Marty-
3377304	13	1400 S BROADWAY	HORN LAKE	OAK GROVE MS	38637 MO	64075901-	(816) 778-4822	Marty-	Latif Chowdhury
3474304	11	11203A E US HIGHWAY 24	BATESVILLE	INDEPENDENCE MS	MO 38606	64054901-	(918) 851-5160	Marty-	Dan Watkins
3474304	2	5186 1401 S HIGHWAY 51 NORTH	7	SENATOBIA	BLUE	MS MO	38668640	901-461-1831 (918) 851-	Dan Watkins	Marty-
3474313	39	6700 N OAK TRAFFICWAY	BROOKHAVEN	GLADSTONE MS	MO 39601	64118601-	(918) 851-5160	Sina-	Dan Watkins
34741	43	5029 INDEPENDENCE AVE	PEARL	KANSAS CITY MS	MO 39208	64124801-	(918) 851-5160	Josh-	Dan Watkins
34741	315	3721 S NOLAND RD	BRANDON	INDEPENDENCE MS	MO 39042	64055801-	(918) 851-5160	Josh-	Dan Watkins
34741	400	4327B NE CHOUTEAU TFY	RIDGELAND	KANSAS CITY MS	MO 39157	801-913-11	(918) 851-5160	Josh-	Dan Watkins
34741	7	123 17001 E US HIGHWAY 80 WEST	24	INDEPENDENCE CLINTON	MS MO	39056640	801-913-1159 (918) 851-	Dan Watkins	Josh Hill
34741	82	8700 BLUE RIDGE BLVD	JACKSON	MS KANSAS CITY	MO 39204	801-913-11	(918) 851-5160	Josh-	Dan Watkins
35681	1	1137 NORTH DESLOGE	4525 N. STATE	DESLOGE	JACKSON	MS MO	63601392	801-913-1159 (573) 760-	Megan Johnston	Josh-
35681	21	17 W. KARSCH BLVD.	BRANDON	FARMINGTON MS	MO 39047	63640801-	(573) 760-6892	Josh-	Megan Johnston
35801	243	14626 STATE HIGHWAY 38 STE		MARSHFIELD MS	MO 38801	65706801-	(404) 561-1822	Josh-	mechelle fitzgerald
36951	1	620 1447 STATE HIGHWAY 12 EAST	248 STE	BRANSON	STARKVILLE	MS MO	65616397	801-913-1159 (573) 247-	Richmond Key	Josh-
37241	11	4879 MEXICO ROAD	OXFORD	ST PETERS MS	MO 38655	63376801-	(636) 614-8912	Josh-	Jim Gonzales
37241	29	195 EAST HWY 47	COLUMBUS	TROY MS	MO 39702	63379801-	(636) 614-8912	Josh-	Jim Gonzales
37241	32	35 HARVESTER SQUARE	PASCAGOULA	MS ST PETERS	MO 39567	801-913-11	(636) 614-8912	Josh-	Jim Gonzales
38101	12	1 ARROWHEAD DR.	BILOXI	MS KANSAS CITY	MO 39531	801-913-11	(816) 920-8201	Josh-	Mathew Miller
36916	360	1831 S EAST HARPER RD	HATTIESBURG	CORINTH MS	39402 MS	801-913-11	(662) 286-1739	Josh-	Adam Jenkins
47916	310	517 STATE LINE ROAD	OCEAN SPRINGS	SOUTHAVEN MS	MS 39564	801-913-11	(901) 461-1831	Josh-	Marty Mathews
47916	159	8110 CAMP CREEK BLVD, STE. 124	LAUREL	MS OLIVE BRANCH	MS 39440	801-913-11	(901) 461-1831	Josh-	Marty Mathews
47916	908	3420 W. GOODMAN ROAD	INDIANOLA	HORN LAKE MS	38751 MS	801-913-11	(901) 461-1831	Josh-	Marty Mathews
47916	238	5186 HIGHWAY 51 NORTH	WAYNESBORO	MS SENATOBIA	MS 39367	801-913-11	(901) 461-1831	Josh-	Marty Mathews

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~~Exhibit F~~
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Franchise Stores in the USA as of 12/31/2023

4791	2512	103 VICK ST~~GULFPORT~~	BATESVILLE	MS	38606395	~~801-913-1159~~(901) 461-	Marty
1332	128	974 BROOKWAY BLVD~~GULFPORT~~	BROOKHAVEN	MS	39601395	~~801-913-1159~~(601) 466-	Sina Molitor~~Josh~~
1632	~~328~~	3208 SERVICE DR., STE. A~~WAVELAND~~	PEARL	MS	39208395	~~801-913-1159~~	~~Josh Hill~~
1632	1511	315-H CROSSGATES BLVD.~~MCCOMB~~	BRANDON	MS	39042396	~~801-913-1159~~	~~Josh Hill~~
1632	1524	400-B HIGHWAY 51 NORTH~~D'IBERVILLE~~	RIDGELAND	MS	39157395	~~225-205-4239~~	~~Willie (Chip) McKenzie~~
1632	1534	123 HIGHWAY 80 WEST~~NATCHEZ~~	CLINTON	MS	39056391	~~318-348-5523~~	~~Marty Ballard~~
1632	~~1413~~	2847 MCDOWELL ROAD EXT.~~GREENVILLE~~	JACKSON	MS	39204387	~~318-348-5523~~	~~Marty Ballard~~
1632	~~175~~	4525 N. STATE~~HOLLY SPRINGS~~ STREET	JACKSON	MS	39206386	~~901-292-6508~~	~~Melwyn Misquitta~~
1632	1562	1127 OLD FANNIN ROAD~~PETAL~~	BRANDON	MS	39047394	~~601-408-8800~~	~~Matt Langford~~
1632	1573	2434 WEST MAIN STREET STE	TUPELO	MS	38801394	~~601-408-8800~~	~~Matt Langford~~
1632	158	~~5329 OLD~~620 HIGHWAY ~~11~~12 EAST	STARKVILLE~~HATTIESBUR~~	MS	39759394	~~601-408-8800~~	~~Matt Langford~~
1632	1591	1725 UNIVERSITY AVE~~COLUMBIA~~	OXFORD	MS	38655394	~~601-408-8800~~	~~Matt Langford~~
1632	~~100~~	929 ALABAMA STREET~~POPLARVILLE~~	COLUMBUS	MS	39702394	~~601-408-8800~~	~~Matt Langford~~
1632	1613	2530 DENNY AVE~~RICHTON~~	PASCAGOULA	MS	39567394	~~601-408-8800~~	~~Matt Langford~~
1632	1625	2025 PASS ROAD~~ELLISVILLE~~	BILOXI	MS	39531394	~~601-408-8800~~	~~Matt Langford~~
1632	163	~~610 SOUTH STATE~~3602 HARDY ST	HATTIESBURG~~CLARKSD~~	MS	39402386	~~904-860-1355~~	~~Petra Arellano~~
1632	1643	3100 BIENVILLE BLVD STE 10~~WINONA~~	OCEAN SPRINGS	MS	39564389	~~904-860-1355~~	~~Petra Arellano~~
1632	1653	918 NORTH 16TH AVE~~FLORENCE~~	LAUREL	MS	39440390	~~904-860-1355~~	~~Petra Arellano~~
1632	1664	1501 DELAWARE AVE SUITE	MCCOMB	MS	39648391	~~904-860-1355~~	~~Petra Arellano~~
1632	1673	12373 US HIGHWAY 49~~NEW ALBANY~~	GULFPORT	MS	39503386	~~202-345-0306~~	~~Tejas Desai~~
1632	1681	28 PASS ROAD SUITE 1~~FULTON~~	GULFPORT~~MS~~	MS~~38843~~	39501662	~~Jason Ellis~~	
1632	~~105 A~~	328 HIGHWAY 90~~RIPLEY~~	WAVELAND~~MS~~	MS~~38663~~	39576662	~~Jason Ellis~~	
1632	1716	804 MISSISSIPPI DR~~BOONEVILLE~~	WAYNESBORO~~MS~~	MS~~38829~~	39367662	~~Jason Ellis~~	
1762	4	~~304 C~~1413 HIGHWAY ~~278~~1 SOUTH	~~AMORY~~GREENVILLE	MS	~~38821~~387	~~662-871-5012~~(318) 348-	Marty
1762	~~6627~~	425 HWY 61 N~~OCEAN SPRINGS~~	NATCHEZ~~MS~~	~~39564~~MS	39120228	~~Bart Deanna Cauley~~(318)	Marty Ballard
3009	11213	28 BYRD PARKWAY #10~~LUCEDALE~~	PETAL~~MS~~	MS~~39452~~	39465228	~~Bart Deanna Cauley~~(601)	Matt Langford
3009	51050	374 MEMORIAL BLVD~~WIGGINS~~	PICAYUNE~~MS~~	MS~~39577~~	39466228	~~Bart Deanna Cauley~~(601)	Matt Langford
3009	66864	5329 OLD HIGHWAY 11~~WEST POINT~~	~~MS~~HATTIESBURG	MS~~39773~~	39402	(601~~693-5750~~) 408-	Matt
3009	~~897~~	500 HILL ST~~CARTHAGE~~	ELLISVILLE~~MS~~	~~39051~~MS	39437	(601~~693-5750~~) 408-	Matt
3009	81066	100 HIGHWAY 11 N~~CANTON~~	POPLARVILLE~~MS~~	MS~~39046~~	39470	(601~~693-5750~~) 408-	Matt
3009	91110	308 N FRONT ST~~LOUISVILLE~~	RICHTON~~MS~~	MS~~39339~~	39476	(601~~693-5750~~) 408-	Matt
3009	1035	1003 HWY 98 BYPASS~~GAUTIER~~	COLUMBIA~~MS~~	MS~~39553~~	39429228	(601) 408-8800~~Jim~~	Matt Langford
3077	1529	610 SOUTH STATE ST~~MAGEE~~	CLARKSDALE~~MS~~	MS~~39111~~	38614601	(904) 860-	Petra Arellano
3077	1530	314 HIGHWAY 82~~PHILADELPHIA~~	WINONA~~MS~~	MS~~39350~~	38967304	(904) 860-1355~~James~~	Petra Arellano

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Franchise Stores in the USA as of 12/31/2023

3077	3753	4460 EAST CLAY STREET~~FOREST~~	VICKSBURG	MS	39183~~390~~	~~304-541-6377~~(904) 860-	Petra Arellano~~James~~
3077	3759	3104 HIGHWAY 49~~LONG BEACH~~	FLORENCE	MS	39073~~395~~	~~304-541-6377~~(904) 860-	Petra Arellano~~James~~
3105	1~~206 E~~	603 NORTH 2ND STREET~~BRANDON~~	BOONEVILLE	MS	38829~~390~~	~~769-229-1448~~(662) 871-	Jason Ellis~~Harper~~
3105	2~~110 N~~	1405 SOUTH ADAMS STREET~~YAZOO CITY~~	FULTON	MS	38843~~391~~	~~769-229-1448~~(662) 871-	Jason Ellis~~Harper~~
3105	~~603 W~~	105-A CITY AVENUE SOUTH~~GREENWOOD~~	RIPLEY	MS	38663~~389~~	~~769-229-1448~~(662) 871-	Jason Ellis~~Harper~~
3105	4~~1911~~	956 E BARNES CROSSING RD STE	TUPELO	MS	38804~~390~~	~~769-229-1448~~(662) 871-	Jason Ellis~~Harper~~
3105	5~~127~~	304 C HIGHWAY 278~~HAZLEHURST~~	AMORY	MS	38821~~390~~	~~769-229-1448~~(662) 871-	Jason Ellis~~Harper~~
3133	1~~2310~~	12130 OLD 63 SOUTH~~MERIDIAN~~	LUCEDALE	MS	39452~~393~~	~~601-754-0788~~(228) 990-	~~MICHAEL BISHOP~~Bart
3133	~~806~~	1050 W FRONTAGE DR~~MERIDIAN~~	WIGGINS	MS	39577~~393~~	~~601-754-0788~~(228) 990-	~~MICHAEL BISHOP~~Bart
3133	3	~~2141~~7055 HIGHWAY ~~2 EAST~~614 STE A	MOSS POINT~~KALISPELL~~	~~MT~~MS	~~59901~~395	~~406-531-3550~~(228) 990-	Bart Cauley~~Doug~~
3136	6~~284 N~~	6864 HWY 45 ALT S~~KALISPELL~~	WEST POINT~~MT~~	~~59901~~MS	39773~~406~~	(601) 693-5750~~Doug~~	RUSSELL HUNTLEY
3136	9~~1916~~	110 WALMART DRIVE~~MISSOULA~~	LOUISVILLE~~MT~~	MS~~59801~~	39339~~406~~	~~Doug Lundell~~(601) 693-	RUSSELL HUNTLEY
3150	~~3075~~	3505 GAUTIER VANCLEAVE RD~~MISSOULA~~	GAUTIER~~MT~~	~~59808~~MS	39553~~406~~	~~Doug Lundell~~(228) 365-	Jim Angler
3209	1~~3010~~	1607 SIMPSON HWY 49~~MILES CITY~~	MAGEE~~MT~~	MS~~59301~~	39111~~406~~	(601) 382-4735~~Brad~~	Samantha Herring
3412	93~~21~~	19010 PINEVILLE RD~~GREAT FALLS~~	LONG BEACH~~MT~~	MS~~59405~~	39560~~209~~	(304) 541-	James White
3412	94	~~1520 THIRD~~337 MAIN STREET ~~NW~~	PHILADELPHIA~~GREAT~~	~~MT~~MS	39350~~594~~	~~209-620-2323~~(304) 541-	James
3412	95~~20~~	242 HIGHWAY 35~~HELENA~~	FOREST~~MT~~	MS~~59601~~	39074~~209~~	(304) 541-	James White
3517	1~~1325~~	206 E GOVERNMENT ST~~BUTTE~~	BRANDON~~MT~~	MS~~59701~~	39042~~209~~	(769) 229-	Jonathan Germany
3517	~~1531~~	127 MARKET PLACE~~BOZEMAN~~	HAZLEHURST~~MT~~	~~59715~~MS	39083~~406~~	(769) 229-1448~~Devon~~	Jonathan Germany
3517	3~~2202~~	1911 HIGHWAY 471~~BILLINGS~~	BRANDON~~MT~~	~~59102~~MS	39047~~208~~	(769) 229-1448~~Dustin~~	Jonathan Germany
3517	~~1749~~	110 N JERRY CLOWER BLVD STE	YAZOO CITY~~MT~~	~~59105~~MS	39194~~208~~	(769) 229-1448~~Dustin~~	Jonathan Germany
3517	5~~501~~	603 W PARK AVE~~BILLINGS~~	GREENWOOD~~MT~~	~~59101~~MS	38930~~208~~	(769) 229-1448~~Dustin~~	Jonathan Germany
~~0270~~	6~~1944~~	1066 E PEACE ST~~HICKORY~~	CANTON~~NC~~	MS~~28601~~	39046~~828~~	(769) 229-1448~~Dave~~	Jonathan Germany
~~0270~~	1~~509~~	690 GRANTS FERRY RD~~NEWTON~~	~~NC~~FLOWOOD	MS~~28658~~	~~828-461-83~~	(601) 754-0788~~Dave~~	Michael Bishop
3707	1~~204~~	2310 NORTH HILLS ST~~MORGANTON~~	MERIDIAN~~NC~~	MS~~28655~~	39305~~828~~	(601) 754-0788~~Dave~~	
3707	2~~1368~~	806 HWY 19 NORTH STE 300~~HICKORY~~	MERIDIAN~~NC~~	MS~~28601~~	39307~~828~~	(601) 754-0788~~Dave~~	
~~0270~~	1~~714~~	1089 Highway 51 STE 300~~LENOIR~~	~~NC~~Madison	MS~~28645~~	~~828-461-83~~	(601) 278-4753~~Dave~~	Carly Joseph
~~0561~~	1~~4610~~	334 PARK PLAZA DR~~RALEIGH~~	NEW ALBANY~~NC~~	MS~~27604~~	38652~~559~~	(662) 507-8396	Jesse Sullivan
~~0629~~	1~~1505~~	4494 POPPS FERRY RD~~ELIZABETH CITY~~	D'IBERVILLE~~NC~~	MS~~27909~~	39540~~252~~	~~Brent~~(609) 504-1822	Mike Mithani
277~~1~~	~~1762~~	~~FOREST CITY~~2141 HIGHWAY 2 EAST STE	KALISPELL~~NC~~	~~28043~~MT	~~864-590-22~~	(406) 531-3550~~Paul~~	Doug Lundell
277~~1~~	25~~73~~	284 N MERIDIAN ROAD~~NASHVILLE~~	KALISPELL~~NC~~	MT~~27856~~	~~252-676-64~~	~~David Meyers~~(406) 531-	Doug Lundell
1301	1~~1106~~	3010 B. STOWER~~ROANOKE RAPIDS~~	MILES CITY~~NC~~	MT~~27870~~	59301~~252~~	~~David Meyers~~(406) 853-	Brad Shipp
1565	~~1109~~	1325 HARRISON AVE~~WILSON~~	BUTTE~~NC~~	~~27893~~MT	59701~~252~~	~~David Meyers~~(209) 620-	Fernando Santiago
1565	11~~80~~	2118 10TH AVENUE SOUTH~~ASHEVILLE~~	GREAT FALLS~~NC~~	MT~~28803~~	59405~~828~~	~~Michael Freeman~~(209)	Fernando Santiago

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Franchise Stores in the USA as of 12/31/2023

1565	129	1520 THIRD STREET NW ENKA	NC GREAT FALLS	28715 MT	828-231-9644	Michael Freeman (209)	Fernando Santiago
1565	131	2051 LAST CHANCE GULCH	HELENA NC	MT 28786	59601 828-23	Michael Freeman (209)	Fernando Santiago
3460	816	1916 BROOKS AVE WEAVERVILLE	MISSOULA NC	MT 28787	59801 828-23	Michael Freeman (801)	Tyson Olson
3460	9	3459 N. MAIN 3075 NORTH RESERVE	MISSOULA HOPE MILLS	NC MT	28348-188559	248-891-1248 (801) 623-	Tyson Olson Becky-
3665	155	1531 WEST MAIN STREET STE	BOZEMAN NC	MT 28303	248-891-1248	(406) 598-8260 Becky-	Devon Zarbock
3727	345	2202 CENTRAL AVE FAYETTEVILLE	BILLINGS NC	MT 28303	248-891-1248	(208) 860-7444 Becky-	Dustin Preece
3727	279	1749 MAIN ST STE E FAYETTEVILLE	BILLINGS NC	MT 28304	248-891-1248	(208) 860-7444 Becky-	Dustin Preece
3727	339	501 GRAND AVENUE FAYETTEVILLE	BILLINGS NC	MT 28304	248-891-1248	(208) 860-7444 Becky-	Dustin Preece
2701	136	1944 12TH AVE NE FAYETTEVILLE	HICKORY	NC	28601 28311	248-891-1248 (828) 461-	Dave Kastelic Becky-
2701	215	509 W C ST CAMERON	NEWTON	NC	28658 28326	248-891-1248 (828) 461-	Dave Kastelic Becky-
2701	370	204 W FLEMING GREENVILLE	MORGANTON	NC	28655 27858	617-733-9795 (828) 461-	Dave Kastelic Patrick-
2701	432	1368 US HIGHWAY 321 NW WINTERVILLE	HICKORY	NC	28601 28590	617-733-9795 (828) 461-	Dave Kastelic Patrick-
2701	825	714 MORGANTON BLVD S/W LEXINGTON	LENOIR	NC	28645 27292	617-733-9795 (828) 461-	Dave Kastelic Patrick-
561 1	**249**	4610 CAPITAL BLVD. ROXBORO	RALEIGH	NC	27604 27573	617-733-9795 (559) 300-	Patrick O'Connel Jeffrey
629 1	1015	1505 EHRINGHAUS STREET GARNER	ELIZABETH CITY	NC	27909 27529	617-733-9795	Patrick O'Connel
1065	7	1275-D SUNSET 1762 COLLEGE AVE	CLINTON FOREST CITY	NC	2832828043	617-733-9795 (864) 590-	Paul Melotte Patrick-
1091	167	1106 JULIAN ALLSBROOK	ROANOKE RAPIDS	NC	27870 27545	617-733-9795 (252) 676-	Patrick O'Connel DLM
1091	4	1202 N BRIGHTLEAF 1109 WARD BLVD SUITE	SMITHFIELD WILSON	NC	2757727893	617-733-9795 (252) 676-	Patrick O'Connel DLM
1091	264	739 E WASHINGTON ST WILMINGTON	NASHVILLE	NC	27856 28412	617-733-9795 (252) 676-	Patrick O'Connel DLM
1162	215	801 FAIRVIEW RD REIDSVILLE	ASHEVILLE NC	NC 27320	28803 617-73	Patrick O'Connel (828)	michael Freeman
1162	322	901 SMOKEY PARK HIGHWAY KANNAPOLIS	ENKA NC	NC 28083	617-733-9795	Patrick O'Connel (828)	michael Freeman
1162	447	1151 RUSS AVE CLAYTON	WAYNESVILLE NC	NC 27520	28786 617-73	Patrick O'Connel (828)	michael Freeman
1162	649	165 WEAVER BLVD WILMINGTON	WEAVERVILLE NC	NC 28403	28787 617-73	Patrick O'Connel (828)	michael Freeman
1604	1	1644 EAST BROAD 3459 N MAIN ST.	HOPE MILLS STATESVILLE	NC	2862528348-	617-733-9795 (248) 891-	Becky Pierse Patrick-
1604	500	155 N. BONANZA DR. STE	FAYETTEVILLE NC	28216 NC	28303 617-73	Patrick O'Connel (248)	Becky Pierse
1604	318	3454 BRAGG BLVD STE 44 GASTONIA	FAYETTEVILLE NC	NC 28054	28303 617-73	Patrick O'Connel (248)	Becky Pierse
1604	100	7944 RAEFORD RD ZEBULON	FAYETTEVILLE NC	27597 NC	28304 617-73	Patrick O'Connel (248)	Becky Pierse
1604	322	1534 HIGHWAY 24/87 CHARLOTTE	CAMERON NC	NC 28208	28326 617-73	Patrick O'Connel (248)	Becky Pierse
1604	620	3608 RAMSEY STREET HENDERSON	FAYETTEVILLE NC	NC 27536	28311 617-73	Patrick O'Connel (248)	Becky Pierse
1604	710	3900 RAEFORD RD CHARLOTTE	FAYETTEVILLE NC	NC 28213	28304 617-73	Patrick O'Connel (248)	Becky Pierse
1618	385	2224 N CHURCH KINGS MOUNTAIN	BURLINGTON NC	NC 28086	27217	(617-) 733--9795	Patrick
1618	931-	203 TIMBER DRIVE WEST KERNERSVILLE	GARNER NC	NC 27284	27529	(617-) 733--9795	Patrick
1618	40	613 HIGHLAND 1320 N MAIN ST	MOUNT HOLLY FUQUAY	NC	2812027526	(617-) 733--9795	Patrick
1618	42	2143 STATESVILLE BLVD SHOP A 1935-A	SALISBURY GASTONIA	NC	28147 28052	(617-) 733--9795	Patrick

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Franchise Stores in the USA as of 12/31/2023

1618~~0~~	43	~~705-C~~856-A SOUTH ~~MAIN~~UNION STREET	CONCORD~~KING~~	NC	28025~~270~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	44	2103 N CANNON BLVD~~WINSTON-SALEM~~	KANNAPOLIS	NC	28083~~271~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	45	3214 RANDLEMAN ROAD~~SHELBY~~	GREENSBORO	NC	27406~~281~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	46	228 EASTWAY DRIVE, SUITE	CHARLOTTE	NC	28212~~275~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	47	25 A PLAZA PARKWAY~~BURLINGTON~~	LEXINGTON	NC	27292~~272~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	48	10223 UNIVERSITY CITY BLVD~~GARNER~~	CHARLOTTE	NC	28213~~275~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	~~13~~	501 EAST KING~~FUQUAY-VARINA~~	KINGS MOUNTAIN	NC	28086~~275~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	51	931-A SOUTH MAIN STREET~~2143~~	KERNERSVILLE~~SALISBURY~~	NC	27284~~281~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	~~85~~	613 HIGHLAND ST~~CONCORD~~	MOUNT HOLLY	NC	28120~~280~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	53	1935-A DAVIS PARK~~KANNAPOLIS~~	GASTONIA	NC	28052~~280~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	54	705-C SOUTH MAIN STREET~~GREENSBORO~~	KING	NC	27021~~274~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~0~~	55	1401 SILAS CREEK PKWY~~CHARLOTTE~~	WINSTON SALEM	NC	27127~~282~~	(617~~-~~) 733-~~-~~9795		Patrick
1618~~1~~	~~31~~	821 LAFAYETTE ST SOUTH~~GREENVILLE~~	SHELBY	NC	28150~~278~~	~~540-455-7303~~(617) 733-	~~Madeline Chinault~~Patrick	
1618~~1~~	57	~~1435 BLOWING ROCK~~5009 BEATTIES FORD	CHARLOTTE~~BOONE~~	NC	~~28607~~282	~~423-946-0088~~(617) 733-	Patrick OConnel~~Paige~~	
1618~~1~~	58	2231 SPIDER DRIVE NE~~WILKESBORO~~	KANNAPOLIS	NC	28083~~286~~	~~423-946-0088~~(617) 733-	Patrick OConnel~~Paige~~	
1618~~1~~	60	1644 EAST BROAD ST.~~SANFORD~~	STATESVILLE	NC	28625~~273~~	~~714-270-1389~~(617) 733-	Patrick OConnel~~Craig~~	
1618~~1~~	62	476 SHOTWELL ROAD~~ASHEBORO~~	CLAYTON	NC	27520~~272~~	~~714-270-1389~~(617) 733-	Patrick OConnel~~Craig~~	
1618~~1~~	~~90~~	3220 WILKINSON BLVD STE A-	CHARLOTTE	NC	28208~~283~~	~~714-270-1389~~(617) 733-	Patrick OConnel~~Craig~~	
1618~~1~~	64	1811 S. NEW HOPE RD~~ROCKINGHAM~~	GASTONIA	NC	28054~~283~~	~~714-270-1389~~(617) 733-	Patrick OConnel~~Craig~~	
1618~~1~~	~~26~~	307A BERKELEY BLVD~~HIGH POINT~~	GOLDSBORO	NC	27534~~272~~	~~336-254-4264~~(617) 733-	Patrick OConnel~~Tim~~	
1618~~1~~	66	208 DABNEY DR~~HIGH POINT~~	HENDERSON~~NC~~	NC~~27262~~	27536~~336-~~	(617) 733-9795~~Tim-~~	Patrick OConnel	
1618~~1~~	67	~~705 RANDOLPH~~100 WAKELON STREET	~~THOMASVILLE~~ZEBULON	NC	~~27360~~275	~~336-254-4264~~(617) 733-	Patrick OConnel~~Tim~~	
1618~~1~~	68	1202 N BRIGHTLEAF BLVD SUITE	~~NC~~SMITHFIELD	NC~~27106~~	~~336-254-42~~	(617) 733-9795~~Tim-~~	Patrick OConnel	
1618~~20~~	70	910 N. MADISON~~MAYODAN~~	ROXBORO~~NC~~	NC~~27027~~	27573~~336-~~	~~Blake Colborne~~(617)	Patrick OConnel	
1618~~20~~	~~78~~	4951 UNIVERSITY DR.~~WINSTON-SALEM~~	WILMINGTON~~NC~~	~~27106~~NC	28403~~336-~~	~~Blake Colborne~~(617)	Patrick OConnel	
1618~~20~~	74	2642-15 CAROLINA BEACH RD~~DURHAM~~	WILMINGTON~~NC~~	NC~~27703~~	28412~~336-~~	~~Blake Colborne~~(617)	Patrick OConnel	
1618~~20~~	~~51~~	6727 KNIGHTDALE BLVD~~DURHAM~~	KNIGHTDALE~~NC~~	NC~~27704~~	27545~~336-~~	~~Blake Colborne~~(617)	Patrick OConnel	
1618~~20~~	76	1275 D SUNSET AVE~~WINSTON-SALEM~~	~~NC~~CLINTON	NC~~27107~~	~~336-317-49~~	~~Blake Colborne~~(617)	Patrick OConnel	
1618~~3~~	77	1558 FREEWAY DR~~DUNN~~	REIDSVILLE~~NC~~	NC~~28334~~	27320~~919-~~	(617) 733-9795~~Jeff-~~	Patrick OConnel	
1618~~3~~	~~63~~	5638 NC HIGHWAY 42 W~~SPRING LAKE~~	GARNER~~NC~~	NC~~28390~~	27529~~919-~~	(617) 733-9795~~Jeff-~~	Patrick OConnel	
1618~~3~~	~~23~~	3700 S CHARLES BLVD STE A~~HICKORY~~	GREENVILLE~~NC~~	~~28602~~NC	27858~~904-~~	(617) 733-9795~~Petra-~~	Patrick OConnel	
1618~~3~~	85	~~4940 RALEIGH ROAD~~4328 WINTERVILLE	~~WILSON~~WINTERVILLE	NC	~~27896~~285	~~904-860-1355~~(617) 733-	Patrick OConnel~~Petra~~	
1618~~3~~	88	1032 N MIAMI BLVD~~VASS~~	DURHAM~~NC~~	NC~~28394~~	27703~~904-~~	(617) 733-9795~~Petra-~~	Patrick OConnel	
1618~~30~~	89	5128 ROXBORO RD STE 4	DURHAM	NC	27704~~277~~	~~904-860-~~(617) 733-	~~Petra Arellano~~Patrick	

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1623	3	~~1121 E 11TH~~3193 EAST 10TH STREET	~~SILER CITY~~	GREENVILLE	NC	~~27344~~278	~~716-640-4293~~(540) 455-	~~Michael~~
1708	1~~4598~~	1435 BLOWING ROCK RD~~SHALLOTTE~~		BOONE	NC	28607~~284~~	~~910-876-3650~~(423) 946-	Paige Tyree~~Horace~~
1708	~~118~~	1826 W US HWY 421~~OCEAN ISLE BEACH~~		WILKESBORO	NC	28697~~284~~	~~910-876-3650~~(423) 946-	Paige Tyree~~Horace~~
1752	1~~106~~	1834 S HORNER BLVD~~SUPPLY~~		SANFORD	NC	27330~~284~~	~~910-876-3650~~(714) 270-	Craig
1752	4~~1934~~	1214 E DIXIE DR~~LUMBERTON~~		ASHEBORO	NC	27203~~283~~	~~910-876-3650~~(714) 270-	Craig
1752	5~~751~~	~~WASHINGTON~~903-C US 401 SOUTH		LAURINBURG	NC	28352~~278~~	~~910-876-3650~~(714) 270-	Craig
1752	~~217 E~~	1305 EAST BROAD AVE~~HAVELOCK~~		ROCKINGHAM	NC	28379~~285~~	~~910-876-3650~~(714) 270-	Craig
1845	1~~2309~~	2640 SOUTH MAIN ST #107~~NEW BERN~~		HIGH POINT	NC	27263~~285~~	~~910-876-3650~~(336) 254-	Tim Deaton~~Horace~~
1845	~~7547~~	2200 N MAIN ST~~PEMBROKE~~		HIGH POINT	NC	27262~~283~~	~~910-876-3650~~(336) 254-	Tim Deaton~~Horace~~
1845	3~~106~~	705 RANDOLPH STREET~~HUBERT~~		THOMASVILLE	NC	27360~~285~~	~~910-876-3650~~(336) 254-	Tim Deaton~~Horace~~
1845	4~~111~~	3800 REYNOLDA RD~~KINSTON~~		WINSTON SALEM	NC	27106~~285~~	~~910-876-3650~~(336) 254-	Tim Deaton~~Horace~~
1845	~~325~~	2958 WAUGHTOWN STREET~~INDIAN~~		WINSTON SALEM	NC	27107~~280~~	~~214-300-5387~~(336) 254-	~~Vibe Restaurants~~
1845	6	7819 N POINT~~2515 W. ROOSEVELT~~ BLVD		WINSTON	NC	27106~~281~~	~~214-300-5387~~(336) 254-	~~Vibe Restaurants~~
3075	~~107~~	1004 WEST CUMBERLAND		DUNN	NC	28334~~281~~	~~214-300-5387~~(919) 868-	Jeff Kruger~~Vibe~~
3075	~~920 E.~~	630 N BRAGG BLVD STE 100~~LINCOLNTON~~		SPRING LAKE	NC	28390~~280~~	~~214-300-5387~~(919) 868-	Jeff Kruger~~Vibe~~
3077	3056	3384 US 1 HIGHWAY		VASS	NC	28394~~282~~	~~214-300-5387~~(904) 860-	Petra Arellano~~Vibe~~
3077	3442	3406 EAST US 70 HIGHWAY~~CHARLOTTE~~		DURHAM	NC	27703~~282~~	~~214-300-5387~~(904) 860-	Petra Arellano~~Vibe~~
3077	3471	4940 RALEIGH ROAD PKWY		WILSON	NC	27896~~280~~	~~214-300-5387~~(904) 860-	Petra Arellano~~Vibe~~
3083	1~~102~~	1121 E 11TH STREET~~CARY~~		SILER CITY	NC	27344~~275~~	~~910-596-7879~~(716) 640-	~~John Clark~~Amanda
3217	1~~1179~~	1934 N ROBERTS AVE~~ROCKY POINT~~		LUMBERTON	NC	28358~~284~~	(910~~-596-7879~~) 876-	~~John Clark~~Nathaniel
3217	2~~1723~~	106 SOUTHPORT SUPPLY RD~~HAMPSTEAD~~		SUPPLY~~NC~~	NC~~28443~~	28462	(910~~-596-7879~~) 876-	~~John Clark~~Nathaniel
3217	~~461~~	4598 MAIN ST~~JACKSONVILLE~~		SHALLOTTE~~NC~~	NC~~28546~~	28470	(910~~-596-7879~~) 876-	~~John Clark~~Nathaniel
3217	7	~~1108 HENDERSON~~118 CAUSEWAY DR		OCEAN ISLE	NC	28469~~285~~	(910~~-596-7879~~) 876-	~~John Clark~~Nathaniel
3217	16~~27~~	106 SMALLWOOD RD~~JACKSONVILLE~~		HUBERT~~NC~~	NC~~28540~~	28539	(910~~-596-7879~~) 876-	~~John Clark~~Nathaniel
3217	17~~31~~	217 E MAIN STREET~~WILLIAMSTON~~		HAVELOCK~~NC~~	NC~~27892~~	28532~~352-~~	(910) 876-3650~~Keeno~~	Nathaniel Barnes
3217	18~~14~~	2309 NEUSE BLVD.~~WEST JEFFERSON~~		NEW BERN~~NC~~	NC~~28694~~	28560~~336-~~	~~Jerry Davis~~(910) 876-	Nathaniel Barnes
3217	20~~21~~	751 WEST 15TH STREET~~MOUNT AIRY~~		WASHINGTON~~NC~~	NC~~27030~~	27889~~336-~~	~~Jerry Davis~~(910) 876-	Nathaniel Barnes
3217	21	~~825 NC~~7547 HIGHWAY ~~16 S~~711		~~TAYLORSVILLE~~PEMBROKE	NC	~~28681~~288	~~336-977-4409~~(910) 876-	~~Jerry Davis~~Nathaniel
3217	~~4710~~	111 WEST VERNON		KINSTON~~NC~~	NC~~27405~~	28503~~919-~~	~~Kevin Hilliard~~(910) 876-	Nathaniel Barnes
3217	~~334C~~	3160 WILMINGTON HWY~~SYLVA~~		JACKSONVILLE~~NC~~	NC~~28779~~	28540~~423-~~	~~Doug Hall~~(910) 876-	Nathaniel Barnes
3217	30~~13~~	100 WINTERGREEN DR~~FRANKLIN~~		LUMBERTON~~NC~~	NC~~28734~~	~~423-855-87~~	~~Doug Hall~~(910) 876-	Nathaniel Barnes
3217	31~~67~~	4383 NC HIGHWAY 11~~HENDERSONVILLE~~		~~NC~~SEVEN SPRINGS	NC~~28792~~	~~828-230-47~~	(910) 876-3650~~Laneal~~	Nathaniel Barnes
3217	~~229~~	2059 NC-11~~ARDEN~~		~~NC~~KINSTON	NC~~28704~~	~~828-230-47~~	(910) 876-3650~~Laneal~~	Nathaniel Barnes
3217	34~~40~~	5846 NC 11 S~~BREVARD~~		~~NC~~PINK HILL	NC~~28712~~	~~828-230-47~~	(910) 876-3650~~Laneal~~	Nathaniel Barnes

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~
~~EXHIBIT F~~

Franchise Stores in the USA as of 12/31/2023

3222~~3~~	~~385~~	325 UNIONVILLE-INDIAN TRAIL	INDIAN TRAIL		NC	28079~~287~~	~~828-230-4712~~(214) 300-	Vibe Restaurants
3222~~3~~	33~~5~~	2515 W. ROOSEVELT BLVD~~HIDDENITE~~	MONROE		NC	28110~~286~~	~~828-322-4377~~(214) 300-	Vibe Restaurants
3222~~3~~	34~~9~~	~~HICKORY~~107 COMMONS DRIVE UNIT C	MOORESVILLE		NC	28117~~286~~	~~828-322-4377~~(214) 300-	Vibe Restaurants
3222~~3~~	~~901~~	~~CHARLOTTE~~920 E. MAIN ST.	LINCOLNTON		NC	28092~~282~~	~~260-260-7183~~(214) 300-	Vibe Restaurants
3222~~35~~	36~~1~~	9009 ALBEMARLE ROAD STE	CHARLOTTE		NC	28227~~288~~	~~828-230-4712~~(214) 300-	Vibe Restaurants
3222~~3~~	38~~4~~	6201 SOUTH BLVD~~RALEIGH~~	CHARLOTTE		NC	28217~~276~~	~~919-756-5816~~(214) 300-	Vibe Restaurants
3222~~3~~	~~714~~	718 LEONARD AVE STE H~~OXFORD~~	ALBEMARLE		NC	28001~~275~~	~~919-756-5816~~(214) 300-	Vibe Restaurants
3238~~3~~	1~~1~~	11795 US 117 S~~KILL DEVIL HILLS~~	ROCKY POINT		NC	28457~~279~~	~~252-489-4677~~(910) 596-	David Dorner~~Gregory~~
3238~~3~~	2~~6~~	17230 US HIGHWAY 17 UNIT	HAMPSTEAD		NC	28443~~274~~	~~424-702-5774~~(910) 596-	David Dorner~~Michael~~
3238~~3~~	3~~8~~	461 WESTERN BLVD STE 102A~~EDEN~~	JACKSONVILLE		NC	28546~~272~~	~~424-702-5774~~(910) 596-	David Dorner~~Michael~~
3238~~3~~	~~301~~	1108 HENDERSON DR STE	JACKSONVILLE		NC	28540~~274~~	~~424-702-5774~~(910) 596-	David Dorner~~Michael~~
3238~~3~~	5~~2~~	2720 RICHLANDS HWY SUITE	JACKSONVILLE		NC	28540~~272~~	~~424-702-5774~~(910) 596-	David Dorner~~Michael~~
3238~~3~~	7~~3~~	102 GREGSON DR~~ROCKY MOUNT~~	CARY		NC	27511~~278~~	~~252-532-5277~~(910) 596-	David Dorner~~Alec~~
3345~~3~~	1~~2~~	312 B WEST BLVD~~GREENSBORO~~	WILLIAMSTON		NC	27892~~274~~	~~512-769-0409~~(352) 346-	Keeno Robinson~~Travis~~
3363~~3~~	1~~1~~	1400 MOUNT JEFFERSON	WEST JEFFERSON		NC	28694~~274~~	~~512-769-0409~~(336) 977-	~~Travis Smith~~Jerry Davis II
3363~~3~~	~~482~~	2123 ROCKFORDST, STE 100~~JAMESTOWN~~	MOUNT AIRY		NC	27030~~272~~	~~512-769-0409~~(336) 977-	~~Travis Smith~~Jerry Davis II
3363~~3~~	3~~5~~	~~GREENSBORO~~825 NC HIGHWAY 16 S	TAYLORSVILLE		NC	28681~~274~~	~~512-769-0409~~(336) 977-	~~Travis Smith~~Jerry Davis II
3416~~1~~	2~~1~~	675 SPARTANBURG HWY~~GRAND FORKS~~	HENDERSONVILLE~~ND~~	~~58203~~	NC	28792~~701-~~	(828) 230-4712~~Brian~~	Laneal Vaughn
3416~~1~~	3~~9~~	229 AIRPORT RD STE C~~BISMARCK~~	ARDEN~~ND~~	~~58504~~	NC	28704~~701-~~	~~Randy Poyost~~(828) 230-	Laneal Vaughn
3416~~1~~	~~293~~	385 HIGHWAY 70 WEST STE B~~BISMARCK~~	MARION~~ND~~	~~58503~~	NC	28752~~701-~~	~~Randy Poyost~~(828) 230-	Laneal Vaughn
3416~~1~~	5~~1~~	400 ASHEVILLE HWY~~DICKINSON~~	BREVARD~~ND~~		NC~~58601~~	28712~~701-~~	~~Randy Poyost~~(828) 230-	Laneal Vaughn
3443~~1~~	1~~3~~	5190 NC HIGHWAY 90 E~~MINOT~~	HIDDENITE~~ND~~		NC~~58701~~	28636~~701-~~	~~Randy Poyost~~(828) 322-	Zach Bumgarner
3443~~1~~	~~310~~	9505 NC 127 N~~MANDAN~~	HICKORY~~ND~~		NC~~58554~~	28601~~701-~~	~~Randy Poyost~~(828) 322-	Zach Bumgarner
3523~~3~~	1	~~1020 19TH AVENUE~~901 A NORTH	~~FARGO~~CHARLOTTE		~~ND~~NC	~~58102~~282	~~701-799-6954~~(260) 260-	Brad McEntarfer~~Jenny~~
3525~~3~~	3~~1~~	1063 PATTON AVE~~FARGO~~	ASHEVILLE~~ND~~	~~58103~~	NC	28806~~701-~~	~~Chris Duell~~(828) 230-	Laneal Vaughn
3569~~3~~	1~~4~~	3409 Hillsborough Rd~~WILLISTON~~	Durham~~ND~~	~~58801~~	NC	~~701-353-97~~	(919) 489-9185~~Jody~~	Jeffrey Collins
3645~~5~~	~~LITT~~	4800 GROVE BARTON RD~~GRAND FORKS~~	RALEIGH~~ND~~	~~58203~~	NC	27613~~701-~~	(919) 756-5816	Karriem Kanston
3645~~04~~	2~~1~~	714 GRANVILLE CORNERS STE	OXFORD~~NE~~		NC~~68123~~	27565~~402-~~	~~Dean Magee~~(919) 756-	Karriem Kanston
3662~~04~~	**1**~~1~~	383 CARATOKE HWY STE C~~OMAHA~~	~~NE~~MOYOCK		NC~~68118~~	~~402-578-75~~	~~Dean Magee~~(252) 489-	Gregory Nigro
3662~~04~~	**2**~~1~~	1704 N CROATAN HWY~~OMAHA~~	KILL DEVIL HILLS~~NE~~		NC~~68137~~	27948~~402-~~	~~Dean Magee~~(252) 489-	Gregory Nigro
3670~~04~~	6~~2~~	609 PISGAH CHURCH RD~~OMAHA~~	GREENSBORO~~NE~~		NC~~68107~~	27455~~402-~~	~~Dean Magee~~(424) 702-	Michael Aminpour
3670~~1~~	7~~1~~	808 S. VAN BUREN RD.~~LEXINGTON~~	EDEN~~NE~~		NC~~68850~~	27288~~308-~~	~~Dave Sheldon~~(424) 702-	Michael Aminpour
3670~~1~~	8	~~3335~~3016 W ~~WOODRIVER RD~~GATE CITY	GREENSBORO~~GRAND~~		~~NE~~NC	~~68803~~274	~~308-379-6580~~(424) 702-	Michael Aminpour~~Tina~~
3670~~1~~	9~~9~~	2134 S CHURCH ST~~HOLDREGE~~	BURLINGTON~~NE~~		NC~~68949~~	27215~~308-~~	~~Tina Wieczorek~~(424)	Michael Aminpour

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~
~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3697	**125**	139 COMMONS WAY~~SAINT PAUL~~	FRANKLIN~~NE~~	NC~~68873~~	28734~~308-~~	~~Tina Wieczorek~~(828)	Laneal Vaughn
3697	**134**	280 ASHEVILLE HWY~~OMAHA~~	SYLVA~~NE~~	~~68164~~NC	28779~~586-~~	(828) 400-	Laneal Vaughn
3700	1~~22~~	3460 SUNSET AVENUE~~OMAHA~~	ROCKY MOUNT~~NE~~	NC~~68134~~	27804~~586-~~	(252) 532-	Alec Meyers
3725	1~~31~~	5412 W. MARKET ST.~~HASTINGS~~	GREENSBORO~~NE~~	NC~~68901~~	27409~~402-~~	~~Steve Rousseau~~(512)	Christina Creed
3725	~~341~~	2410 EAST MARKET STREET~~SCOTTSBLUFF~~	GREENSBORO~~NE~~	NC~~69361~~	27401~~209-~~	(512) 769-0409~~John-~~	Christina Creed
3725	~~744~~	1100 SUMMIT AVE~~OMAHA~~	GREENSBORO~~NE~~	~~68112~~NC	27405~~402-~~	~~Tuan Mai~~(512) 769-	Christina Creed
3725	~~965~~	4824 W WENDOVER AVE STE 109~~LINCOLN~~	JAMESTOWN~~NE~~	~~68510~~NC	27282~~402-~~	~~Tuan Mai~~(512) 769-	Christina Creed
~~3274~~	1~~16~~	6734 HIGHWAY 135~~LINCOLN~~	MAYODAN~~NE~~	NC~~68504~~	27027~~402-~~	~~Tuan Mai~~(540) 250-	Kenny Moles
1111	13~~1~~	1801 GATEWAY DRIVE~~PLATTSMOUTH~~	GRAND FORKS~~NE~~	ND~~68048~~	~~402-913-57~~	(701) 772-6542~~Tom-~~	Brian Conneran
1654	1~~10~~	914 S. 12TH STREET STE 104~~FREMONT~~	BISMARCK~~NE~~	ND~~68025~~	~~402-913-57~~	(701) 471-9451~~Tom-~~	Barbie McDonald
1654	2~~84~~	2930 NORTH 14TH STREET STE	BISMARCK~~NE~~	ND~~68124~~	~~402-770-07~~	~~Tuan Mai~~(701) 471-	Barbie McDonald
1654	3~~48~~	310 6TH AVE SE~~LINCOLN~~	MANDAN~~NE~~	ND~~68506~~	58554~~402-~~	(701) 471-9451~~Thanh-~~	Barbie McDonald
1654	4~~19~~	1785 FIRST STREET WEST~~SOUTH SIOUX~~	DICKINSON~~NE~~	ND~~68776~~	58601~~734-~~	(701) 471-9451~~Mike-~~	Barbie McDonald
1654	5~~46~~	3310 S BROADWAY~~Lincoln~~	MINOT~~NE~~	ND~~68524~~	58701~~402-~~	~~Tuan Mai~~(701) 471-	Barbie McDonald
3170	~~181~~	1020 19TH AVENUE NORTH~~OMAHA~~	~~NE~~FARGO	ND~~68135~~	~~402-770-07~~	~~Tuan Mai~~(701) 799-	Jenny Stevens
3187	6~~21~~	1705 45TH STREET SOUTH~~GRAND ISLAND~~	FARGO~~NE~~	ND~~68803~~	~~424-702-57~~	(701) 580-	Dan Provost
3491	1~~41~~	4315 9TH AVENUE WEST~~NORTH PLATTE~~	WILLISTON~~NE~~	~~69101~~ND	~~424-702-57~~	(701) 353-	Jody Marmon
5089	1~~22~~	ONE RALPH ENGELSTAD DRIVE~~KEARNEY~~	GRAND FORKS~~NE~~	ND~~68845~~	~~424-702-57~~	(701) 772-	Brian Conneran
1383	~~241~~	1201 PLUM CREEK PKWY~~COLUMBUS~~	LEXINGTON	NE	68850~~686~~	~~424-702-5774~~(308) 325-	Kimberly
1632	**2216**	11816 S 25TH STREET~~OMAHA~~	BELLEVUE	NE	68123~~681~~	~~402-770-6021~~(801) 913-	Josh Hill~~Kim Thanh Le~~
1632	**2228**	15619 WEST DODGE ROAD	OMAHA	NE	68118~~681~~	~~402-770-6021~~(801) 913-	Josh Hill~~Kim Thanh Le~~
1632	**2235**	13909 R PLAZA~~MANCHESTER~~	OMAHA~~NH~~	~~3102~~NE	68137~~816-~~	~~Giovanni "Joel"~~	Josh Hill
1632	**2244**	2925 K STREET~~WILLINGBORO~~	OMAHA~~NJ~~	~~8046~~NE	68107~~856-~~	(801) 913-	Josh Hill
1668	3~~48~~	3335 W WOODRIVER RD~~UNION CITY~~	GRAND ISLAND~~NJ~~	NE~~7087~~	~~408-674-52~~	(308) 379-6580~~Yahya-~~	Jon Roberts
1668	~~517~~	916 4TH AVENUE~~ORANGE~~	HOLDREGE~~NJ~~	NE~~7050~~	68949~~408-~~	(308) 379-6580~~Yahya-~~	Jon Roberts
1668	~~831~~	514 2ND ST~~PASSAIC~~	SAINT PAUL~~NJ~~	~~7055~~NE	68873~~408-~~	(308) 379-6580~~Yahya-~~	Jon Roberts
1821	1~~89~~	2221 N 90TH STREET~~IRVINGTON~~	OMAHA~~NJ~~	NE~~7111~~	68134~~408-~~	(586) 773-6998~~Yahya-~~	Charles Welsh
1821	3~~74~~	4004 N 132ND ST SUITE 105~~ROSELLE~~	OMAHA~~NJ~~	NE~~7204~~	~~408-674-52~~	(586) 773-6998~~Yahya-~~	Charles Welsh
3085	1~~16~~	314 N BURLINGTON AVE~~PATERSON~~	HASTINGS~~NJ~~	NE~~7522~~	68901~~408-~~	(402) 984-9309~~Yahya-~~	Lori Jackson
3098	5~~75~~	3410 AVENUE 1 STE D~~NEWARK~~	SCOTTSBLUFF~~NJ~~	NE~~7107~~	69361~~408-~~	(209) 404-5780~~Yahya-~~	John Gauthier
3303	1~~11~~	16401 WESTSIDE DR~~ELIZABETH~~	PLATTSMOUTH~~NJ~~	~~7201~~NE	68048~~408-~~	(402) 913-5711~~Yahya-~~	Tom Lauhon
3303	2~~71~~	1019 E 23RD ST~~PLAINFIELD~~	FREMONT~~NJ~~	~~7060~~NE	68025~~732-~~	(402) 913-5711~~Oliver-~~	Tom Lauhon
3392	1~~12~~	4822 PIONEERS BLVD~~TRENTON~~	LINCOLN~~NJ~~	NE~~8629~~	68506~~267-~~	~~liang chen~~(402) 770-	Thanh Le
3469	2~~50~~	1921 DAKOTA AVE.~~PENNSAUKEN~~	SOUTH SIOUX CITY~~NJ~~	NE~~8109~~	68776~~304-~~	(734) 740-2044~~James-~~	Mike Littlefield

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~
Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3670~~3~~	10~~5~~	2128 LAWRENCE LANE~~WOODBURY~~	GRAND ISLAND~~NJ~~	~~8096~~NE	68803~~304-~~	(424) 702-5774~~James~~	Michael Aminpour
3670~~3~~	11	411 S. DEWEY	~~175~~ NORTH ~~DELSEA~~	~~VINELAN~~	~~NJ~~69101	~~8360~~(424) 702-5774	Michael ~~James Whi~~
3670~~3~~	12~~2~~	221 WEST 39TH STREET~~CAMDEN~~	KEARNEY~~NJ~~	NE~~8104~~	68845~~304-~~	(424) 702-5774~~James~~	Michael Aminpour
3670~~3~~	13	~~1050 NORTH PEARL~~2416 23RD ST.	~~BRIDGETON~~COLUMBUS	~~NJ~~NE	~~8302~~6860	~~304-541-6377~~(424) 702-	Michael Aminpour~~James White~~
3701~~3~~	1~~7~~	8208 HARRISON STREET~~NORTH~~	OMAHA~~NJ~~	NE~~8902~~	68127~~732-~~	~~Duran Duran~~(402) 770-	Kim Le
3701~~3~~	~~324~~	637 NORTH SADDLE CREEK RD~~POINT~~	OMAHA~~NJ~~	~~8742~~NE	68132~~732-~~	(402) 770-	Kim Le
3816~~1~~	1	~~4660~~7446 N ~~SONOMA RANCH BLVD~~30TH	OMAHA~~LAS CRUCES~~	~~NM~~NE	68112~~880~~	~~801-913-1159~~(402) 840-	Thomas Pham~~Josh Hill~~
3818~~1~~	~~800~~	4646 W Huntington Ave~~DEMING~~	Lincoln~~NM~~	~~88030~~NE	68524~~801-~~	(402) 840-5472~~Josh-~~	Thomas Pham
3821~~1~~	~~232~~	8411 W. CENTER~~SILVER CITY~~	OMAHA~~NM~~	~~88061~~NE	68124~~801-~~	(402) 609-6044~~Josh-~~	Thomas Nguyen
3822~~1~~	1~~2~~	18111 Q STREET STE 101~~LAS CRUCES~~	OMAHA~~NM~~	NE~~8800~~	68135~~801-~~	(402) 609-6044~~Josh-~~	Thomas Nguyen
3833~~1~~	1	~~616~~965 S. ~~WHITE SANDS BLVD.~~27TH	LINCOLN~~ALAMOGORDO~~	~~NM~~NE	~~88310~~685	~~801-913-1159~~(402) 770-	Kim Le~~Josh Hill~~
3833~~1~~	2~~1~~	1608 N. 56TH STREET~~LAS CRUCES~~	LINCOLN~~NM~~	NE~~8800~~	68504~~801-~~	(402) 770-6021~~Josh-~~	Kim Le
3833~~1~~	3~~4~~	4620 BAIR AVE~~ALBUQUERQUE~~	~~NM~~LINCOLN	NE~~8710~~	~~801-913-11~~	(402) 770-6021~~Josh-~~	Kim Le
3388~~1~~	5~~1~~	581 2ND ST~~ALBUQUERQUE~~	MANCHESTER~~NM~~	NH~~8710~~	~~801-913-11~~	(816) 548-6206~~Josh-~~	Giovanni "Joel" Deloc
3286~~1~~	1~~8~~	400 JOHN F KENNEDY WAY~~ESPANOLA~~	WILLINGBORO~~NM~~	NJ~~87532~~	~~801-913-11~~	(856) 676-2550~~Josh-~~	Toseer Sabeel
3362~~1~~	2~~5~~	517 MAIN STREET~~ALBUQUERQUE~~	ORANGE~~NM~~	NJ~~87108~~	7050~~801-9~~	(408) 674-5270~~Josh-~~	Yahya Siddiqi
3362~~1~~	3~~4~~	160 WEST BROADWAY~~BERNALILLO~~	PATERSON~~NM~~	NJ~~87004~~	7522~~801-9~~	(408) 674-5270~~Josh-~~	Yahya Siddiqi
3362~~1~~	4~~4~~	896 SPRINGFIELD AVE~~ALBUQUERQUE~~	IRVINGTON~~NM~~	NJ~~87120~~	7111~~801-9~~	(408) 674-5270~~Josh-~~	Yahya Siddiqi
3362~~1~~	~~251~~	74 WESTFIELD AVE W~~LOS LUNAS~~	ROSELLE PARK~~NM~~	NJ~~87031~~	7204~~801-9~~	(408) 674-5270~~Josh-~~	Yahya Siddiqi
3362~~1~~	~~701~~	75B FIRST ST~~RIO RANCHO~~	NEWARK~~NM~~	NJ~~87124~~	7107~~801-9~~	(408) 674-5270~~Josh-~~	Yahya Siddiqi
3362~~1~~	7~~6~~	831 MAIN AVE~~ALBUQUERQUE~~	PASSAIC~~NM~~	NJ~~87109~~	7055~~801-9~~	(408) 674-5270~~Josh-~~	Yahya Siddiqi
3362~~1~~	~~280~~	4809 PARK AVE~~ALBUQUERQUE~~	UNION CITY~~NM~~	NJ~~87112~~	7087~~801-9~~	(408) 674-5270~~Josh-~~	Yahya Siddiqi
3362~~1~~	~~101~~	1114 ELIZABETH AVE~~ALBUQUERQUE~~	ELIZABETH~~NM~~	NJ~~87121~~	~~801-913-11~~	(408) 674-5270~~Josh-~~	Yahya Siddiqi
3378~~1~~	~~333~~	715 PARK AVE~~ALBUQUERQUE~~	PLAINFIELD~~NM~~	NJ~~87107~~	~~801-913-11~~	(732) 991-6128~~Josh-~~	Oliver Nkwonta
3412~~1~~	30~~3~~	5000 CRESCENT BLVD~~SANTA FE~~	PENNSAUKEN~~NM~~	NJ~~87507~~	8109~~801-9~~	(304) 541-6377~~Josh-~~	James White
3412~~1~~	~~600~~	2768 MT EPHRAIM AVE~~BELEN~~	CAMDEN~~NM~~	NJ~~87002~~	8104~~801-9~~	(304) 541-6377~~Josh-~~	James White
3412~~1~~	34~~1~~	571 N EVERGREEN AVE~~LAS VEGAS~~	WOODBURY~~NM~~	NJ~~87701~~	~~801-913-11~~	(304) 541-6377~~Josh-~~	James White
3412~~1~~	~~203~~	~~ALBUQUERQUE~~175 NORTH DELSEA	~~NM~~VINELAND	~~87106~~NJ	~~801-913-11~~	(304) 541-6377~~Josh-~~	James White
3412~~1~~	45	~~1001~~1050 NORTH ~~CALIFORNIA~~PEARL ST	~~SOCCORO~~BRIDGETON	~~NM~~NJ	~~87801~~830	~~801-913-1159~~(304) 541-	James White~~Josh Hill~~
3559~~1~~	1~~5~~	707 GEORGES RD~~ALBUQUERQUE~~	NORTH BRUNSWICK~~NM~~	NJ~~87114~~	8902~~801-9~~	(732) 996-1742~~Josh-~~	Freddy Duran
3679~~1~~	1	~~10026 CENTRAL~~3242 BRIDGE AVE ~~SE~~	~~ALBUQUERQUE~~POINT	~~NM~~NJ	~~87123~~874	~~801-913-1159~~(732) 547-	Nicholas Kethley~~Josh Hill~~
3804~~1~~	1~~2~~	1209 HAMILTON AVE~~FARMINGTON~~	TRENTON~~NM~~	NJ~~87401~~	8629~~801-9~~	(856) 425-8715~~Josh-~~	Kiren Patel
3804~~1~~	30~~9~~	174 WILLIAM DALTON DR~~GALLUP~~	~~NM~~GLASSBORO	NJ~~87305~~	~~801-913-11~~	(856) 425-8715~~Josh-~~	Kiren Patel
3804~~1~~	31~~U~~	624 N WHITE HORSE PIKE~~SHIPROCK~~	~~NM~~SOMERDALE	NJ~~87420~~	~~801-913-11~~	(856) 425-8715~~Josh-~~	Kiren Patel

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3804	33	24001971 N GRIMES STE B12OLDEN AVE	HOBBSEWING	NMNJ	88240861	214-300-5387(856) 425-	Vibe Restaurants
3819	122	500 BoardwalkCLOVIS	NMAtlantic City	NJ88101	214-300-53	Vibe Restaurants	Becky Schultz
1841	312	2499 N. MAIN ST., SUITE A2810 N CANAL	LAS CRUCESCARLSBAD	NM	88001882	214-300-5387	Vibe Restaurants Admin
1841	1700	616 S. WHITE SANDS BLVD.ARTESIA	ALAMOGORDO	NM	88310882	214-300-5387	Vibe Restaurants Admin
1841	3201	1609 EL PASEOROSWELL	LAS CRUCES	NM	88001882	214-300-5387	Vibe Restaurants Admin
1841	328	1701 N MAIN800 E CEDAR ST	ROSWELLDEMING	NM	88201880	214-300-5387	Vibe Restaurants Admin
1841	330	1401 BROADWAY4660 N SONOMA RANCH	LAS	NM	88011871	208-535-5920	Geoff Given
1947	5251	2621 E 20TH STREETRIO RANCHO	FARMINGTON	NM	87401871	208-535-5920(801) 913-	Josh HillGeoff Given
1947	5261	903 US HIGHWAY 491ALBUQUERQUE	GALLUP	NM	87305871	208-535-5920(801) 913-	Josh HillGeoff Given
1947	5271	US HWY 491/ US HWY 64HENDERSON	SHIPROCKNV	89015NM	87420702	(801) 913-	Josh Hill
1947	5016	4201 CENTRAL NWSPARKS	ALBUQUERQUENV	89431NM	87105775	Mario Vasquez	
1947	5039	1699 RIO BRAVO BOULEVARDRENO	ALBUQUERQUENV	89509NM	87105775	Mario Vasquez	
1947	5049	845 N RIVERSIDE DRRENO	ESPANOLANV	89503NM	87532775	Mario Vasquez	
1947	5051	5555 ZUNI ROADRENO	ALBUQUERQUENV	89503NM	87108775	Mario Vasquez	
1947	5061	412 US 550LAS VEGAS	BERNALILLONV	89169NM	87004702	Frank Fuchs	
1947	507	4411 MONTANO RD NW3475 E.	ALBUQUERQUELAS	NVNM	87120891	702-429-3130	Frank Fuchs
1947	5083	2510 MAIN STREET STE GLAS VEGAS	LOS LUNASNV	89147NM	87031702	Frank Fuchs	
1947	5091	701 UNSER BLVD SE STE 101HENDERSON	RIO RANCHONV	89052NM	87124702	Frank Fuchs	
1947	5101	6125 MONTGOMERY BLVD. NECARSON	ALBUQUERQUENV	89706NM	87109209	John Gauthier	
1947	511	1480 W WINNEMUCCA2801 EUBANK BLVD	ALBUQUERQUEWINNE	NVNM	87112894	209-668-4830	John Gauthier
1947	610	FALLON101 98TH NW STE 100	ALBUQUERQUENV	89406NM	87121209	John Gauthier	
1947	1657	333 MONTANO RD NW STE FELKO	ALBUQUERQUENV	NM89801	87107775	Gurjeet Samra	
1947	1055	RENO3261 CERRILLOS RD	SANTA FENV	89506NM	87507775	Rosamary Rivera	
1947	2880	600 NORTH MAIN STREETRENO	BELENNV	NM89512	87002775	Rosamary Rivera	
1947	5169	1001 NORTH CALIFORNIA STSPARKS	NVSOCCORO	NM89441	775-971-84	Rosamary Rivera	
1947	5171	1604 7TH STREETRENO	LAS VEGASNV	NM89521	87701775	Rosemary Rivera	
1947	518	351 EAST SILVERADO RANCH2039 YALE BLVD	ALBUQUERQUELAS	NVNM	87106891	702-808-7913	Diane Alexandrou
1947	70 S	5603 PARADISE BLVD NWPAHRUMP	ALBUQUERQUENV	NM89048	87114818	Ofelia Tellez	
1947	5241	10026 CENTRAL AVE SERENO	NVALBUQUERQUE	89502NM	775-338-89	Amitoj Chhabra	
3222	756	JAMESTOWN2400 N GRIMES STE B12	NYHOBBS	14701NM	814-449-02	(214) 300-5387	Vibe Restaurants Adm
3222	163	2200 N. MAIN STCORTLAND	CLOVISNY	NM13045	88101607	William Beveridge(214)	Vibe Restaurants Adm
3222	172	810 N CANALENDWELL	CARLSBADNY	NM13760	88220607	William Beveridge(214)	Vibe Restaurants Adm
3222	18	324 ELMIRA RD1700 W MAIN ST SUITE 4001	ARTESIAITHACA	NYNM	88210148	607-745-7454(214) 300-	William BeveridgeVibe
3222	3969	1320 S. MAIN ST.DUNKIRK	ROSWELLNY	NM14048	88203814	(214) 300-5387Paul	Vibe Restaurants Adm

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3222~~1~~	22	~~477 S TRANSIT~~1701 N MAIN ST	ROSWELL~~LOCKPORT~~	~~NY~~NM	~~14094~~882	~~716-783-5676~~(214) 300-	~~Daniel Johnson~~Vibe
3352~~1~~	4~~2~~	1535 COORS BLVD~~BUFFALO~~	ALBUQUERQUE~~NY~~	NM~~14216~~	87121~~716-~~	~~Daniel Johnson~~(208)	Tony Blakeslee
3352~~12~~	5~~2~~	1475 RIO RANCHO DR SE~~TONAWANDA~~	RIO RANCHO~~NY~~	NM~~14150~~	87124~~716-~~	~~Daniel Johnson~~(208)	Tony Blakeslee
3352~~12~~	6~~5~~	1401 BROADWAY BLVD SW~~DEPEW~~	ALBUQUERQUE~~NY~~	NM~~14043~~	~~716-783-56~~	~~Daniel Johnson~~(208)	Tony Blakeslee
1227~~12~~	2~~3~~	118 E LAKE MEAD DR~~ORCHARD PARK~~	HENDERSON~~NY~~	NV~~14127~~	~~716-783-56~~	~~Daniel Johnson~~(702)	Osama Barakat
1410~~12~~	1~~3~~	656 N MCCARRAN BLVD~~CHEEKTOWAGA~~	SPARKS~~NY~~	NV~~14215~~	~~716-783-56~~	~~Daniel Johnson~~(775)	Mario Vasquez
1410~~15~~	2~~5~~	951 MOANA LANE~~ROCHESTER~~	RENO~~NY~~	NV~~14617~~	~~585-425-71~~	~~Scott Julien~~(775) 378-	Mario Vasquez
1410~~15~~	6~~2~~	901 WEST 4TH STREET~~PENFIELD~~	RENO~~NY~~	NV~~14526~~	~~585-425-71~~	~~Scott Julien~~(775) 378-	Mario Vasquez
1410~~1~~	8~~4~~	10310 N MCCARRAN BLVD~~BRONX~~	RENO~~NY~~	NV~~10452~~	~~917-815-48~~	(775) 378-	Mario Vasquez
1415~~1~~	**1**~~1~~	1155 E. TWAIN AVE.~~BRONX~~	LAS VEGAS~~NY~~	NV~~10468~~	~~917-815-48~~	(702) 429-	Frank Fuchs
1415~~1~~	**2**~~1~~	3475 E. FLAMINGO RD, STE 100~~BRONX~~	LAS VEGAS~~NY~~	NV~~10452~~	~~917-815-48~~	(702) 429-	Frank Fuchs
1415~~1~~	**3**~~2~~	3545 S. FORT APACHE RD. UNIT #115~~BRONX~~	LAS VEGAS~~NY~~	NV~~10458~~	~~917-815-48~~	(702) 429-	Frank Fuchs
1415~~1~~	**4**~~3~~	10608 S. EASTERN AVE~~ROCHESTER~~	HENDERSON~~NY~~	NV~~14616~~	~~585-317-44~~	(702) 429-3130~~Peter~~	Frank Fuchs
1691~~1~~	3~~2~~	1820 E WILLIAMS STREET~~ROCHESTER~~	CARSON CITY~~NY~~	NV~~14606~~	~~585-317-44~~	~~Peter Jones~~(209) 668-	John Gauthier
1691~~1~~	5	~~1297 CHILI~~610 W WILLIAMS AVE	FALLON~~ROCHESTER~~	~~NY~~NV	~~14624~~894	~~585-317-4492~~(209) 668-	John Gauthier~~Peter Jones~~
1868~~1~~	1~~5~~	1657 MOUNTAIN CITY HWY #102~~ROCHESTER~~	ELKO~~NY~~	NV~~14607~~	89801~~585-~~	~~Peter Jones~~(775) 397-	Gurjeet Samra
2005~~1~~	1	~~1656 BRUCKNER~~10555 STEAD BLVD	~~BRONX~~RENO	~~NY~~NV	~~10473~~895	~~201-494-0188~~(775) 971-	~~James Back~~Rosemary
2005~~1~~	2~~1~~	2880 NORTHTOWNE LANE STE 105~~BRONX~~	RENO~~NY~~	NV~~10459~~	89512~~201-~~	~~James Back~~(775) 971-	Rosemary Rivera
2005~~1~~	3~~8~~	9725 PYRAMID WAY~~BRONX~~	SPARKS~~NY~~	NV~~10455~~	89441~~201-~~	~~James Back~~(775) 971-	Rosemary Rivera
3037~~1~~	~~218~~	10855 DOUBLE R BLVD~~QUEENS VILLAGE~~	RENO~~NY~~	NV~~11429~~	89521~~718-~~	(775) 971-	Rosemary Rivera
3063~~1~~	~~74-~~	351 EAST SILVERADO RANCH BLVD STE	LAS VEGAS~~NY~~	NV~~11421~~	89183~~718-~~	(702) 808-	Diane Alexandrou
3490~~1~~	1~~6~~	70 S HIGHWAY 160, SUITE 107~~NEWBURGH~~	PAHRUMP~~NY~~	NV~~12550~~	89048~~518-~~	~~Raj Dhiman~~(818) 970-	Ofelia Tellez
3532~~1~~	1~~7~~	1400 E PECKHAM LN~~POUGHKEEPSIE~~	RENO~~NY~~	NV~~12603~~	~~518-369-95~~	~~Raj Dhiman~~(775) 338-	Amitoj Chhabra
233~~19~~	19	~~148-150 WICKHAM~~756 FOOTE AVE.	JAMESTOWN~~MIDDLET~~	NY	14701~~109~~	~~518-369-9542~~(814) 449-	~~Raj Dhiman~~Pierre Bayeh
1211~~1~~	2~~1~~	3940 RTE 281~~BROOKLYN~~	CORTLAND~~NY~~	NY~~11207~~	13045~~646-~~	(607) 745-7454	Bill Beveridge
1211~~1~~	3~~8~~	2901 EAST MAIN ST~~BROOKLYN~~	ENDWELL~~NY~~	NY~~11236~~	13760~~646-~~	(607) 745-7454	Bill Beveridge
1211~~1~~	~~146~~	324 ELMIRA RD SUITE 400~~JAMAICA~~	~~NY~~ITHACA	NY~~11435~~	~~212-714-92~~	(607) 745-7454	Bill Beveridge
1219~~1~~	~~114~~	3969 VINEYARD DR STE 300~~JAMAICA~~	DUNKIRK~~NY~~	NY~~11434~~	14048~~212-~~	(814) 688-6993	Paul Jones
1286~~1~~	~~471~~	2309 EGGERT ROAD~~BRONX~~	TONAWANDA~~NY~~	~~10470~~NY	14150~~646-~~	(716) 783-5676	Dan Johnson
1286~~2~~	8~~4~~	477 S TRANSIT ST STE 50~~YONKERS~~	LOCKPORT~~NY~~	NY~~10705~~	~~646-708-25~~	(716) 783-	Dan Johnson
1552~~3~~	~~86-~~	4 WEST MOUNT EDEN AVENUE~~JACKSON~~	BRONX~~NY~~	NY~~11372~~	10452	(917~~-535-9318~~) 815-	Adegboyega
1552~~3~~	3~~1~~	119 W KINGSBRIDGE RD~~TROY~~	BRONX~~NY~~	NY~~12180~~	10468~~518-~~	(917) 815-4830~~Rajesh~~	Adegboyega Otufale
1552~~3~~	4~~2~~	15 EAST 167TH ST~~GLENS FALLS~~	BRONX~~NY~~	NY~~12801~~	10452~~518-~~	(917) 815-4830~~Rajesh~~	Adegboyega Otufale
1552~~3~~	5~~9~~	2537 DECATUR AVE~~UNIONDALE~~	BRONX~~NY~~	NY~~11553~~	10458~~646-~~	(917) 815-	Adegboyega Otufale

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Franchise Stores in the USA as of 12/31/2023

15703	17	3743 DEWEY AVENUE~~CENTRAL ISLIP~~	ROCHESTER	NY	14616117	~~646 387 4959~~(585) 317-	Peter Jones~~Godswill~~
15703	22	2394 LYELL AVE~~SPRING VALLEY~~	ROCHESTER	NY	14606109	~~732 809 2021~~(585) 317-	Peter Jones~~Kunal~~
15703	31	1297 CHILI AVE~~NEW YORK~~	ROCHESTER	NY	14624100	~~347 561 0150~~(585) 317-	Peter Jones~~Erfan Karim~~
15703	42	515 MONROE AVE~~OLEAN~~	ROCHESTER	NY	14607147	~~814 688 6993~~(585) 317-	~~Paul~~Peter Jones
15733	38	1656 BRUCKNER BLVD~~SALAMANCA~~	BRONX	NY	10473147	~~814 688 6993~~(201) 494-	~~Paul Jones~~marino
15733	41	1058 SOUTHERN BLVD.~~NEW YORK~~	BRONX	NY	10459100	~~917 981 7204~~(201) 494-	marino
15733	51	841 EAST 149TH STREET~~BROOKLYN~~	BRONX	NY	10455112	~~646 339 3560~~(201) 494-	marino
18663~~3~~	~~715~~	~~BROOKLYN~~218-14 HEMPSTEAD AVE	QUEENS VILLAGE	NY	11429112	~~646 339 3560~~(718) 347-	Bedarul Islam~~Amritpal~~
18663~~4~~	2~~4~~	~~SYRACUSE~~74-28 JAMAICA AVE	WOODHAVEN	NY	11421132	~~267 975 2196~~(718) 347-	Bedarul Islam~~liang chen~~
19063~~4~~	~~137~~	737 MAIN ST~~OSWEGO~~	POUGHKEEPSIE	NY	12603131	~~267 975 2196~~(518) 369-	~~liang chen~~Rajesh Dhiman
19063~~4~~	~~709~~	600 BROADWAY~~NORTH SYRACUSE~~	NEWBURGH	NY	12550132	~~267 975 2196~~(518) 369-	~~liang chen~~Rajesh Dhiman
19063~~4~~	~~61~~	148-150 WICKHAM AVE~~AUBURN~~	MIDDLETOWN	NY	10940130	~~267 975 2196~~(518) 369-	~~liang chen~~Rajesh Dhiman
19143~~4~~	~~160~~	8008 FLATLANDS AVE~~FULTON~~	BROOKLYN	NY	11236130	~~267 975 2196~~(646) 379-	~~liang chen~~Ramy Ibrahim
19143~~4~~	~~420~~	1110 PENNSYLVANIA AVE~~LIVERPOOL~~	BROOKLYN	NY	11207130	~~267 975 2196~~(646) 379-	~~liang chen~~Ramy Ibrahim
19513~~4~~	1~~5~~	146-05 JAMAICA AVE~~BREWERTON~~	JAMAICA	NY	11435130	~~267 975 2196~~(212) 714-	~~liang chen~~Ryan Azari
19513~~4~~	~~979~~	114-10 SUTPHIN BLVD~~ALBANY~~	JAMAICA	NY	11434122	~~267 975 2196~~(212) 714-	~~liang chen~~Ryan Azari
19603~~4~~	2	~~7871 OSWEGO~~4711 WHITE PLAINS RD.	BRONX~~LIVERPOOL~~	NY	~~13090~~104	~~267 975 2196~~(646) 763-	~~liang chen~~Akintayo
20013~~4~~	1~~4~~	490 SOUTH BROADWAY~~SYRACUSE~~	YONKERS	NY	10705132	~~267 975 2196~~(646) 708-	Magda Ramirez~~liang~~
30023~~4~~	~~307~~	~~EAST SYRACUSE~~86-10 ROOSEVELT AVE	JACKSON HEIGHTS	NY	11372130	~~267 975 2196~~(917) 535-	RAJESH PANCHAL~~liang~~
30213	~~426~~	120 HOOSICK STREET~~WATERTOWN~~	TROY	NY	12180136	~~315 569 0281~~(518) 369-	Rajesh Dhiman~~Todd~~
30213	42	217 DIX AVENUE~~EVANS MILLS~~	GLENS FALLS~~NY~~	NY~~13637~~	12801~~315~~	(518) 369-9542~~Todd~~	Rajesh Dhiman
30483	~~71~~	967 NASSAU RD~~PLATTSBURGH~~	UNIONDALE~~NY~~	~~12901~~NY	11553~~518~~	~~John Ernst~~(646) 387-	Godswill Emenike
30483	~~476~~	70 W SUFFOLK AVE~~PULASKI~~	CENTRAL ISLIP~~NY~~	~~13142~~NY	11722~~315~~	(646) 387-	Godswill Emenike
30493	1~~1~~	288 NORTH MAIN ST~~ROME~~	SPRING VALLEY~~NY~~	NY~~13440~~	10977~~214~~	~~Nik Bhakta~~(732) 809-	Kunal Oberoi
31553	~~497~~	1332 ST. NICHOLAS ST~~YORKVILLE~~	NEW YORK~~NY~~	~~13495~~NY	10033~~214~~	~~Nik Bhakta~~(347) 561-	Mohammed Rahman
32933	1~~1~~	2101 WEST STATE ST~~UTICA~~	OLEAN~~NY~~	NY~~13501~~	14760~~214~~	~~Nik Bhakta~~(814) 688-	Paul Jones
32933	~~506~~	840 R C HOAG DR~~ONEIDA~~	SALAMANCA~~NY~~	NY~~13421~~	14779~~214~~	~~Nik Bhakta~~(814) 688-	Paul Jones
33283	~~12~~	1936 THIRD AVE~~MOHAWK~~	NEW YORK~~NY~~	NY~~13407~~	10029~~214~~	~~Nik Bhakta~~(917) 981-	Mohammed Rahman
33313	2~~1~~	1164 BROADWAY~~Schenectady~~	BROOKLYN~~NY~~	NY~~12304~~	11221~~518~~	(646) 339-3560~~Rajesh~~	Amritpal Singh
34210~~1~~	1	~~219 S 9TH~~426 STATE ST.	~~IRONTON~~WATERTOWN	~~OH~~NY	~~45638~~136	~~304 638 1772~~(315) 569-	Todd Russ~~Vicki~~
34210~~2~~	2~~4~~	26461 JOHNSON ROAD~~MARIETTA~~	EVANS MILLS~~OH~~	~~45750~~NY	13637~~304~~	(315) 569-0281~~Lloyd~~	Todd Russ
34860~~2~~	1	~~1006C WASHINGTON~~71 SMITHFIELD	~~BELPRE~~PLATTSBURGH	~~OH~~NY	~~45714~~129	~~304 865 2284~~(518) 563-	John Bourgeois~~Lloyd~~
34890~~2~~	1	~~115 NORTH 2ND~~4760 SALINA ST	~~COSHOCTON~~PULASKI	~~OH~~NY	~~43812~~131	~~304 865 2284~~(315) 486-	Michael Lasell~~Lloyd~~
36470~~2~~	18~~6~~	140 BLACK RIVER BLVD~~CAMBRIDGE~~	ROME~~OH~~	NY~~43725~~	13440~~304~~	(724) 328-0007~~Lloyd~~	Jay Patel

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3647~~02~~	19	~~50813 VALLEY PLAZA~~4976 COMMERCIAL	~~ST CLAIRSVILLE~~YORKVILLE	~~OH~~NY	~~43950~~134	~~304-865-2284~~(724) 328-	Jay Patel~~Lloyd Hughes~~
3647~~1~~	~~190~~	1154 MOHAWK STREET~~CANTON~~	UTICA~~OH~~	~~44709~~NY	13501~~330-~~	(724) 328-0007~~Curt-~~	Jay Patel
3647~~1~~	**21**	~~1127 CLAREMONT~~506 LENOX AVE UNIT	ONEIDA~~ASHLAND~~	~~OH~~NY	13421~~448~~	~~330-714-0546~~(724) 328-	Jay Patel~~Curt-~~
3647~~1~~	**22**~~2~~	12 COLUMBIA ST~~AKRON~~	MOHAWK~~OH~~	NY~~44314~~	13407~~330-~~	(724) 328-0007~~Curt-~~	Jay Patel
3647~~1~~	**27**~~2~~	5334 TRANSIT ROAD~~ALLIANCE~~	DEPEW~~OH~~	NY~~44601~~	14043~~330-~~	(724) 328-0007~~Curt-~~	Jay Patel
3647~~1~~	**28**~~8~~	3009 UNION ROAD~~MASSILLON~~	ORCHARD PARK~~OH~~	NY~~44646~~	14127~~330-~~	(724) 328-0007~~Curt-~~	Jay Patel
3647~~1~~	~~11~~	3842 HARLEM RD~~BARBERTON~~	CHEEKTOWAGA~~OH~~	NY~~44203~~	14215~~330-~~	(724) 328-0007~~Curt-~~	Jay Patel
3647~~1~~	**30**~~1~~	2290 DELAWARE AVE STE 200~~AKRON~~	BUFFALO~~OH~~	NY~~44320~~	14216~~330-~~	(724) 328-0007~~Curt-~~	Jay Patel
3647~~1~~	~~295~~	525 TITUS AVENUE~~SALEM~~	ROCHESTER~~OH~~	NY~~44460~~	14617~~330-~~	(724) 328-0007~~Curt-~~	Jay Patel
3647~~1~~	**32**~~2~~	2200 PENFIELD RD~~PORTSMOUTH~~	PENFIELD~~OH~~	NY~~45662~~	14526~~304-~~	~~SCOTT GOODWIN~~(724)	Jay Patel
3668~~1~~	~~861~~	1900 State St~~GALLIPOLIS~~	Schenectady~~OH~~	~~45631~~NY	12304~~304-~~	~~SCOTT GOODWIN~~(518)	Rajesh Dhiman
3804~~1~~	15	~~731 E~~709 N MAIN~~ST~~	~~JACKSON~~NORTH	~~OH~~NY	~~45640~~132	~~304-942-4884~~(856) 425-	~~SCOTT GOODWIN~~Kiren
3804~~1~~	16~~8~~	7871 OSWEGO RD.~~WHEELERSBURG~~	LIVERPOOL~~OH~~	NY~~45694~~	~~304-942-48~~	~~SCOTT GOODWIN~~(856)	Kiren Patel
3804~~1~~	17~~3~~	4018 S SALINA STREET~~SOUTH POINT~~	SYRACUSE~~OH~~	NY~~45680~~	13205~~304-~~	~~SCOTT GOODWIN~~(856)	Kiren Patel
3804~~1~~	~~413~~	61 NORTH STREET~~WAVERLY~~	AUBURN~~OH~~	NY~~45690~~	13021~~304-~~	~~SCOTT GOODWIN~~(856)	Kiren Patel
3804~~1~~	19~~7~~	5501 BARTELL RD~~CHILLICOTHE~~	BREWERTON~~OH~~	NY~~45601~~	13029~~304-~~	~~SCOTT GOODWIN~~(856)	Kiren Patel
3804~~1~~	20~~2~~	137 STATE ROUTE 104 UNIT 2~~TOLEDO~~	~~OH~~OSWEGO	NY~~43615~~	13126~~419-~~	(856) 425-	Kiren Patel
3804~~1~~	21~~1~~	4713 ONONDAGA BLVD.~~BOWLING~~	SYRACUSE~~OH~~	NY~~43402~~	13219~~419-~~	(856) 425-	Kiren Patel
3804~~1~~	22	~~1515~~160 SOUTH ~~BYRNE~~SECOND STREET	~~TOLEDO~~FULTON	~~OH~~NY	~~43614~~130	~~419-297-3233~~(856) 425-	Kiren Patel~~Michael~~
3804~~1~~	23	~~2600~~307 WEST ~~SYLVANIA~~MANLIUS ST.	~~TOLEDO~~EAST SYRACUSE	~~OH~~NY	~~43613~~130	~~419-205-8350~~(856) 425-	Kiren Patel~~patty~~
3804~~1~~	24	~~16882 HARVARD~~979 CENTRAL AVE	ALBANY~~CLEVELAND~~	~~OH~~NY	12205~~441~~	~~216-272-0787~~(856) 425-	Kiren Patel~~Louis~~
3804~~1~~	25	~~10372~~420 7TH NORTH ST~~. CLAIR STREET~~	LIVERPOOL~~CLEVELAND~~	~~OH~~NY	~~44108~~130	~~216-272-0787~~(856) 425-	Kiren Patel~~Louis~~
127~~13~~	8~~9~~	219 S 9TH ST~~STREETSBORO~~	~~OH~~IRONTON	OH~~44241~~	~~216-272-07~~	(304) 638-1772~~Louis~~	Vicki Dunn-marshall
242~~13~~	~~147~~	446 PIKE STREET~~PAINESVILLE~~	MARIETTA~~OH~~	~~44077~~OH	~~814-490-92~~	(304) 865-2284~~Justin~~	Lloyd Hughes
242~~13~~	8~~3~~	61600 SOUTHGATE RD~~EASTLAKE~~	CAMBRIDGE~~OH~~	OH~~44095~~	43725~~814-~~	~~Justin Borrero~~(304) 865-	Lloyd Hughes
242~~13~~	9~~7~~	50813 VALLEY PLAZA DR~~MENTOR ON~~	~~OH~~ST CLAIRSVILLE	OH~~44060~~	~~814-490-92~~	~~Justin Borrero~~(304) 865-	Lloyd Hughes
242~~13~~	11~~2~~	1006C WASHINGTON BLVD.~~WARREN~~	~~OH~~BELPRE	OH~~44484~~	~~814-490-92~~	~~Justin Borrero~~(304) 865-	Lloyd Hughes
242~~13~~	12~~2~~	115 NORTH 2ND ST~~WARREN~~	~~OH~~COSHOCTON	OH~~44485~~	~~814-490-92~~	~~Justin Borrero~~(304) 865-	Lloyd Hughes
1197~~1~~	2	~~3551 BELMONT~~1901 CLEVELAND AVE.	~~YOUNGSTOWN~~CANTON	OH	~~44505~~447 ~~814-490-9268~~		Curt Shepherd~~Justin~~
1197~~1~~	4~~7~~	1127 CLAREMONT AVE~~FINDLAY~~	ASHLAND~~OH~~	OH~~45840~~	~~419-348-35~~	~~Jason Smith~~	Curt Shepherd
1197~~1~~	6~~3~~	2321 EAST AVE~~DEFIANCE~~	AKRON~~OH~~	OH~~43512~~	44314~~517-~~	~~Rick Massey~~	Curt Shepherd
1197~~1~~	9	2113 W. STATE~~125 EAST SOUTH~~ ST.	ALLIANCE~~BRYAN~~	OH	44601~~435~~ ~~517-425-0955~~		Curt Shepherd~~Rick~~
1197~~1~~	10~~2~~	812 LINCOLN WAY EAST~~TALLMADGE~~	MASSILLON~~OH~~	OH~~44278~~	44646~~330-~~	~~Jason Zieman~~	Curt Shepherd
1197~~1~~	12~~1~~	1260 COPLEY RD~~CUYAHOGA FALLS~~	AKRON~~OH~~	OH~~44223~~	44320~~330-~~	~~Jason Zieman~~	Curt Shepherd

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

11971	132	11 5TH ST SE~~AKRON~~	BARBERTON	OH	44203~~443~~ ~~330-338-0431~~		Curt
11971	15	~~1165 EAST MAIN~~4750 W TUSCARAWAS	~~RAVENNA~~CANTON	OH	~~44266~~447 ~~330-338-0431~~		Curt
11971	164	1653 N MAIN ST~~STOW~~	NORTH CANTON	OH	44720~~442~~ ~~330-338-0431~~		Curt
12291	23	2443 GALLIA~~TOLEDO~~	PORTSMOUTH	OH	45662~~436~~	~~419-509-3000~~(304) 942-	~~David~~
12291	3	~~731 CONANT~~861 SECOND STREET	~~MAUMEE~~GALLIPOLIS	OH	~~43537~~456	~~419-509-3000~~(304) 942-	~~David~~
12291	43	731 E MAIN ST~~TIFFIN~~	JACKSON	OH	45640~~448~~	~~419-509-3000~~(304) 942-	~~David~~
12291	54	8064 OHIO RIVER ROAD~~TOLEDO~~	WHEELERSBURG	OH	45694~~436~~	~~419-509-3000~~(304) 942-	~~David~~
12291	71	348 COUNTY ROAD 410~~HAMILTON~~	SOUTH POINT	OH	45680~~450~~	~~937-269-4885~~(304) 942-	~~Christian Moffitt~~Scott
12291	8	~~5174 PLEASANT~~413 E EMMITT AVE	WAVERLY~~FAIRFIELD~~	OH	45690~~450~~	~~937-269-4885~~(304) 942-	~~Christian Moffitt~~Scott
12291	~~699~~	787 NORTH BRIDGE ST~~FOREST PARK~~	CHILLICOTHE	OH	45601~~452~~	~~937-269-4885~~(304) 942-	~~Christian Moffitt~~Scott
12431	~~823~~	2222 N REYNOLDS~~WEST CHESTER~~	TOLEDO	OH	43615~~450~~	~~937-269-4885~~(419) 297-	Michael
12431	2	1068 N.~~1301~~ MAIN ST.	BOWLING GREEN~~HAMILTON~~	OH	43402~~450~~	~~937-269-4885~~(419) 297-	Michael
12431	35	1515 SOUTH BYRNE~~HARRISON~~	TOLEDO	OH	43614~~450~~	~~937-269-4885~~(419) 297-	Michael
12711	1	~~3038~~2600 WEST ~~GALBRAITH~~	~~CINCINNATI~~TOLEDO	OH	~~45239~~436	~~937-269-4885~~(419) 205-	patty
13421	~~522~~	~~OXFORD~~16882 HARVARD AVE	CLEVELAND	OH	~~45056~~441	~~937-269-4885~~(216) 272-	Louis
13421	~~918~~	~~LOVELAND~~10372 ST. CLAIR STREET	CLEVELAND	OH	~~45140~~441	~~937-269-4885~~(216) 272-	Louis
13421	91	9315 STATE ROUTE 14~~EATON~~	STREETSBORO	OH	44241~~453~~	~~937-269-4885~~(216) 272-	Louis
13471	9	~~731 COLUMBUS~~1479A MENTOR AVE.	~~LEBANON~~PAINESVILLE	OH	~~45036~~440	~~937-269-4885~~(814) 490-	~~Christian~~
13471	101	33419 VINE STREET, UNIT	EASTLAKE	OH	44095~~452~~	~~937-269-4885~~(814) 490-	~~Christian~~
13471	124	7867 PLAINS ROAD~~CINCINNATI~~	MENTOR ON THE LAKE	OH	44060~~452~~	~~937-269-4885~~(814) 490-	~~Christian~~
1347~~15~~	131	2525 YOUNGSTOWN	WARREN~~OH~~	OH~~451~~	44484~~937-~~	~~Christian Moffitt~~(814)	Tracy Wurst
1347~~15~~	141	2567 PARKMAN RD~~WASHINGTON CRT~~	WARREN~~OH~~	OH~~431~~	44485~~937-~~	~~Christian Moffitt~~(814)	Tracy Wurst
1347~~15~~	155	3551 BELMONT AVE~~GARFIELD~~	~~OH~~YOUNGSTOWN	OH~~441~~	~~937-269-48~~	~~Christian Moffitt~~(814)	Tracy Wurst
13751	13	730 S MAIN~~LORAIN~~	FINDLAY~~OH~~	OH~~440~~	45840~~440-~~	~~Fred Abraham~~(419)	Jason Smith
14131	44	319 E SECOND ST~~CINCINNATI~~	DEFIANCE~~OH~~	OH~~452~~	43512~~810-~~	(517) 425-0955~~Paul~~	Rick Massey
14131	51	125 EAST SOUTH ST~~AMELIA~~	BRYAN~~OH~~	OH~~451~~	43506~~810-~~	(517) 425-0955~~Paul~~	Rick Massey
15581	12	208 TALLMADGE CIRCLE~~CELINA~~	TALLMADGE~~OH~~	OH~~458~~	44278~~520-~~	~~Ed Holtsberry~~(330) 338-	Jason Zieman
1558~~1~~	~~434~~	1752 STATE ROAD~~WHITEHALL~~	CUYAHOGA FALLS~~OH~~	~~43213~~O	44223~~801-~~	(330) 338-0431~~Josh~~	Jason Zieman
1558~~1~~	33	2568 LELAND AVE~~GROVE CITY~~	AKRON~~OH~~	OH~~431~~	44312~~801-~~	(330) 338-0431~~Josh~~	Jason Zieman
1558~~1~~	~~249~~	1165 EAST MAIN ST.~~HILLIARD~~	~~OH~~RAVENNA	OH~~430~~	~~801-913-11~~	(330) 338-0431~~Josh~~	Jason Zieman
1558~~1~~	55	4421 KENT ROAD~~WESTERVILLE~~	STOW~~OH~~	OH~~430~~	44224~~801-~~	(330) 338-0431~~Josh~~	Jason Zieman
1574~~1~~	21	731 CONANT STREET~~COLUMBUS~~	~~OH~~MAUMEE	OH~~432~~	~~801-913-11~~	(419) 509-3000~~Josh~~	Kelly Redford
1574~~1~~	36	318 W. MARKET~~COLUMBUS~~	TIFFIN~~OH~~	OH~~432~~	44883~~801-~~	~~Josh Hill~~(419) 509-	Kelly Redford
1574~~1~~	58	3245 WEST ALEXIS~~GAHANNA~~	TOLEDO~~OH~~	OH~~432~~	43613~~801-~~	~~Josh Hill~~(419) 509-	Kelly Redford

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~~Exhibit F~~
~~EXHIBIT F~~

Franchise Stores in the USA as of 12/31/2023

1574	6~~1200 DEMOREST RD~~			4302 LEWIS~~COLUMBUS~~	TOLEDO			OH
1586	1~~14958 E BROAD ST~~			1476 S ERIE BLVD~~REYNOLDSBURG~~	HAMILTON			OH
1586	~~289 LAFAYETTE ST SUITE A~~2			~~LONDON~~5174 PLEASANT AVE	FAIRFIELD			OH
1586	4			8231 CINCINNATI-DAYTON ROAD	~~539~~ WEST ~~HIGH AVE~~CHESTER	~~NEW PHILADELPHIA~~		OH
1586	6			~~4750 W TUSCARAWAS~~1301 MAIN ST.	HAMILTON~~CANTON~~			OH
1586	7~~1653 N MAIN ST~~			591 RING ROAD~~NORTH CANTON~~	HARRISON			OH
1586	9			~~599 N CABLE~~3038 WEST GALBRAITH RD	CINCINNATI~~LIMA~~			OH
1586	~~216 CALUMET AVENUE~~12			1220 NORTH BARRON ST~~LIMA~~	EATON			OH
1586	14~~1119 WEST STATE STREET~~			731 COLUMBUS AVE~~FREMONT~~	LEBANON			OH
1586	15~~6363 MONROE ST~~			10834 HAMILTON RD~~SYLVANIA~~	CINCINNATI			OH
1586	16~~646 W. WATER STREET STE 110~~			4103 MONTGOMERY RD~~PIQUA~~	CINCINNATI			OH
1586	~~1408 WEST MAIN ST~~18			1334 ROMBACH AVE~~TROY~~	WILMINGTON			OH
1586	22~~1122 MICHIGAN ST.~~			105 NORTH HINDE STREET~~SIDNEY~~	WASHINGTON CRT HOUSE			OH
1586	24~~104 S SYCAMORE ST~~			5721 TURNEY ROAD~~WOODSFIELD~~	GARFIELD HEIGHTS			OH
1596	1~~468 RICHMOND ROAD~~			3004 BROADWAY~~RICHMOND HEIGHTS~~	LORAIN			OH
1598	1~~22674 SHORE CENTER DR.~~			4256 MT. CARMEL TOBASCO RD.~~EUCLID~~	CINCINNATI			OH
1598	2~~13917 CEDAR ROAD~~			1395 WEST OHIO PIKE~~SOUTH EUCLID~~	AMELIA			OH
1626	1~~5611 CHATTERTON RD~~			226 E. MARKET STREET~~COLUMBUS~~	CELINA			OH
1632	**580**			~~14~~4347 E ~~HUDSON~~. MAIN ST.	WHITEHALL~~COLUMBUS~~			OH
1632	~~556 EAST BROAD~~**581**			3096 SOUTHWEST BLVD~~PATASKALA~~	GROVE CITY			OH
1632	~~125 BROAD ST.~~**582**			2491 HILLIARD-ROME ROAD~~ELYRIA~~	HILLIARD~~OH~~			OH
1632	**583**~~26832 LORAIN RD~~			534 S STATE ST~~NORTH OLMSTED~~	WESTERVILLE~~OH~~			OH
1632	**584**~~3145 LAGRANGE ST~~			1931 HARD RD~~TOLEDO~~	COLUMBUS~~OH~~			~~43~~
1632	**585**~~2535 STARR AVENUE~~			697 HARRISBURG PIKE~~OREGON~~	COLUMBUS~~OH~~			OH
1632	**586**~~4747 SUDER ROAD~~			87 N STYGLER RD~~TOLEDO~~	GAHANNA~~OH~~			OH
1632	**587**~~154 W. SOUTH BOUNDARY~~			1200 DEMOREST RD~~PERRYSBURG~~	COLUMBUS~~OH~~			OH
1632	**589**~~1331 MCCORD ROAD~~			14958 E BROAD ST~~HOLLAND~~	REYNOLDSBURG~~OH~~			OH
1632	**590**			~~201 MILAN AVE.~~289 LAFAYETTE ST SUITE	~~NORWALK~~LONDON			OH
1661	1~~204 LANCASTER PIKE~~			539 WEST HIGH AVE~~CIRCLEVILLE~~	~~OH~~NEW PHILADELPHIA			OH
1672	1~~67 CLEVELAND~~	~~OH~~	~~44102~~	216~~-650-0000~~ CALUMET AVENUE	LIMA~~Thomas Feghali~~			OH
1672	3			~~6210 BROOKPARK~~599 N CABLE RD	LIMA~~CLEVELAND~~			OH
1704	2~~13342 MADISON AVENUE~~			1119 WEST STATE STREET~~LAKEWOOD~~	FREMONT~~OH~~			OH
1704	~~1011 W PLEASANT VALLEY RD~~3			6363 MONROE ST~~PARMA~~	SYLVANIA~~OH~~			~~44~~
1725	1~~13721 LORAIN AVE.~~			104 S SYCAMORE ST~~CLEVELAND~~	WOODSFIELD~~OH~~			OH

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

173319	159	468 RICHMOND ROAD~~BROOK PARK~~	RICHMOND HEIGHTS	OH	4414344142	~~516-650-0000~~(440) 212-	Michael Obi~~Pierre~~
173320	232	22674 SHORE CENTER DR.~~CLEVELAND~~	EUCLID	OH	4412344109	~~216-272-0787~~(440) 212-	Michael Obi~~Louis~~
173320	490	13917 CEDAR ROAD~~ATHENS~~	SOUTH EUCLID	OH	4412145701	~~304-865-2284~~(440) 212-	Michael Obi~~Lloyd~~
175120	1	~~1375 W HUNTER~~125 BROAD ST.	ELYRIA~~LOGAN~~	OH	4403543138	~~304-865-2284~~(440) 783-	Jeremy Pelc~~Lloyd~~
175120	247	26832 LORAIN RD~~AUSTINTOWN~~	NORTH OLMSTED	OH	4407044515	~~330-888-2780~~(440) 783-	Jeremy Pelc~~Rabih~~
189820	129	4747 SUDER ROAD~~YOUNGSTOWN~~	TOLEDO	OH	4361144505	~~330-888-2780~~(419) 297-	Robert Meyer~~Rabih~~
189820	~~626~~	154 W. SOUTH BOUNDARY~~NILES~~	PERRYSBURG	OH	4355144446	~~330-888-2780~~(419) 297-	Robert Meyer~~Rabih~~
189820	368	1331 MCCORD ROAD~~BOARDMAN~~	HOLLAND	OH	4352844512	~~330-888-2780~~(419) 297-	Robert Meyer~~Rabih~~
189820	458	3145 LAGRANGE ST~~COLUMBUS~~	TOLEDO	OH	43608-	~~614-306-8488~~(419) 297-	Robert Meyer~~MIKE~~
189820	512	2535 STARR AVENUE~~COLUMBUS~~	OREGON	OH	4361643229	~~614-306-8488~~(419) 297-	Robert Meyer~~MIKE~~
191730	3	~~7310 HARVARD~~201 MILAN AVE. SUITE C	~~CLEVELAND~~NORWALK	OH	~~44105~~44857	~~216-577-0955~~(419) 509-	Melissa Tansey~~Zack~~
192430	283	204 LANCASTER PIKE~~WAUSEON~~	CIRCLEVILLE	OH	4311343567	~~734-558-3151~~(614) 499-	~~Karmbir Singh~~Dan
193430	114	6727 DENISON RD.~~NAPOLEON~~	CLEVELAND	OH	4410243545	~~734-558-3151~~(216) 650-	~~Karmbir Singh~~Pierre
193531	155	6210 BROOKPARK RD~~CINCINNATI~~	CLEVELAND	OH	4412945248	~~937-269-4885~~(516) 650-	~~Christian Moffitt~~Pierre
193531	252	13342 MADISON AVENUE~~CINCINNATI~~	LAKEWOOD	OH	4410745238	~~937-269-4885~~(516) 650-	~~Christian Moffitt~~Pierre
193531	3	~~1198~~1011 W ~~GALBRAITH~~PLEASANT VALLEY	PARMA~~CINCINNATI~~	OH	~~45231~~44134	~~937-269-4885~~(516) 650-	~~Christian Moffitt~~Pierre
193531	455	13721 LORAIN AVE.~~MIDDLETOWN~~	CLEVELAND	OH	4411145044	~~937-269-4885~~(516) 650-	~~Christian Moffitt~~Pierre
193531	694	5945 SOUTH SMITH RD~~TRENTON~~	BROOK PARK	OH	4414245067	~~937-269-4885~~(516) 650-	~~Christian Moffitt~~Pierre
200832	111	3228 CLARK AVE.~~MEDINA~~	CLEVELAND	OH	4410944256	~~330-888-2780~~(216) 272-	~~Rabih (Rob) Haddad~~
201732	111	906 E. STATE STREET~~AKRON~~	ATHENS	OH	4570144306	~~330-888-2780~~(304) 865-	Lloyd Hughes~~Rabih~~
201732	~~384~~	~~BRUNSWICK~~1375 W HUNTER ST	~~OH~~LOGAN	~~44212~~OH	~~330-888-2780~~	(304) 865-2284~~Rabih~~	Lloyd Hughes
207232	129	4774 MAHONING AVE~~SANDUSKY~~	AUSTINTOWN~~OH~~	OH~~4487~~	44515	(330-) 888--2780	Rabih (Rob) Haddad
207232	271	2916 MCCARTNEY RD~~REYNOLDSBURG~~	YOUNGSTOWN~~OH~~	OH~~4306~~	44505~~734-23~~	(330) 888-2780~~Frank~~	Rabih (Rob) Haddad
207232	330	6261 YOUNGSTOWN-WARREN	NILES~~OH~~	OH~~4322~~	44446~~734-23~~	(330) 888-2780~~Frank~~	Rabih (Rob) Haddad
207232	453	68 BOARDMAN POLAND RD~~GALLOWAY~~	BOARDMAN~~OH~~	OH~~4311~~	44512~~734-23~~	(330) 888-2780~~Frank~~	Rabih (Rob) Haddad
307832	1	~~1892 S MAPLE~~7310 HARVARD AVE.	~~FAIRBORN~~CLEVELAND	OH	~~45324~~44105	~~734-239-3643~~(216) 577-	Zack Mensour~~Frank~~
316832	183	5500 HARRISON AVE.~~CENTERVILLE~~	CINCINNATI~~OH~~	OH~~4545~~	45248~~734-23~~	(937) 269-4885~~Frank~~	Jon Collins
316832	275	1198 W GALBRAITH RD~~GEORGETOWN~~	CINCINNATI~~OH~~	OH~~4512~~	45231	(937~~-544-5529~~) 269-	Jon Collins~~Marla May~~
316832	310	5243 GLENWAY AVE~~HILLSBORO~~	CINCINNATI~~OH~~	OH~~4513~~	45238	(937~~-544-5529~~) 269-	Jon Collins~~Marla May~~
316832	441	550 BREIEL BLVD.~~SHEFFIELD LAKE~~	MIDDLETOWN~~OH~~	OH~~4405~~	45044~~216-32~~	(937) 269-	Jon Collins
316832	535	942 WEST STATE STREET~~NORTH~~	TRENTON~~OH~~	OH~~4403~~	45067~~216-32~~	~~SAMUEL Zarif~~(937) 269-	Jon Collins
320533	111	1174 B NORTH COURT ST~~CLEVELAND~~	MEDINA~~OH~~	OH~~4410~~	44256~~216-33~~	~~Tejash(TJ) Patel~~(330)	Rabih (Rob) Haddad
320533	374	1198 S ARLINGTON ST~~NORTHWOOD~~	AKRON~~OH~~	OH~~4361~~	44306~~419-81~~	(330) 888-2780~~Moe~~	Rabih (Rob) Haddad
320536	4	~~5301 N LEAVITT~~3841 CENTER RD ~~STE B~~	~~LORAIN~~BRUNSWICK	OH	~~44053~~44212	~~440-522-7756~~(330) 888-	Rabih (Rob)

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Franchise Stores in the USA as of 12/31/2023

3205~~3~~	~~708~~	2904 MILAN RD~~FOSTORIA~~	SANDUSKY	OH	44870~~44830~~	~~419-509-3000~~(330) 888-	Rabih (Rob)
3250~~3~~	~~124~~	832 S MAIN ST~~ASHTABULA~~	CENTERVILLE	OH	45458~~44004~~	~~814-490-9268~~(734) 239-	Frank Sanchez~~Justin~~
3250~~01~~	6	~~1601 N MERIDIAN~~1892 S MAPLE AVE	~~OKLAHOMA CITY~~FAIRBORN	~~OK~~OH	~~73127~~45324	~~405-659-2857~~(734) 239-	Frank Sanchez
3250~~01~~	7~~1~~	7151 E. MAIN ST.~~THE VILLAGE~~	REYNOLDSBURG~~OK~~	OH~~73120~~	43068~~405-65~~	(734) 239-3643	Frank Sanchez
3250~~01~~	8~~1~~	3009 CLEVELAND AVENUE~~MIDWEST CITY~~	COLUMBUS~~OK~~	~~73110~~OH	43224~~405-65~~	(734) 239-3643	Frank Sanchez
3250~~01~~	9~~4~~	5374 SULLIVANT AVENUE~~OKLAHOMA~~	GALLOWAY~~OK~~	OH~~73112~~	43119~~405-65~~	(734) 239-3643	Frank Sanchez
3265~~01~~	1~~1~~	100 HARRY SAUNER RD~~NORMAN~~	HILLSBORO~~OK~~	OH~~73071~~	45133~~405-65~~	(937) 544-5529	Marla May
3265~~01~~	2~~4~~	758 E STATE ST~~OKLAHOMA CITY~~	GEORGETOWN~~OK~~	OH~~73109~~	45121~~405-65~~	(937) 544-5529	Marla May
3291~~01~~	1~~6~~	4112 E LAKE RD~~OKLAHOMA CITY~~	SHEFFIELD LAKE~~OK~~	OH~~73142~~	44054~~405-65~~	(216) 324-9880	SAMUEL Zarif
3319~~01~~	1~~4~~	11311 BUCKEYE RD.~~OKLAHOMA CITY~~	CLEVELAND~~OK~~	~~73115-33~~	44104~~405-65~~	(216) 339-4519	Tej Patel
3322~~01~~	1~~1~~	7422 WALES RD~~EL RENO~~	NORTHWOOD~~OK~~	OH~~73036~~	43619~~405-65~~	(419) 810-0118	Moe Ridi
~~0129-0~~	1~~1~~	21650 Libby Rd~~YUKON~~	~~OK~~Maple Heights	OH~~73099~~	~~405-659-2857~~	(440) 591-2294	Nabil Doleh
3633~~01~~	1~~4~~	5301 N LEAVITT RD STE B~~OKLAHOMA~~	~~OK~~LORAIN	OH~~73119~~	~~405-659-2857~~	(440) 522-7756	Chhaya Patel
3692~~01~~	1	~~2290 W MAIN~~708 NORTH UNION STREET	~~NORMAN~~FOSTORIA	~~OK~~OH	~~7306~~44830	~~405-659-2857~~(419) 509-	Kelly Redford
3748~~01~~	1	~~6716~~1245 WEST ~~CACHE~~PROSPECT ROAD	ASHTABULA~~LAWTON~~	~~OK~~OH	~~7350~~44004	~~405-659-2857~~(814) 490-	Justin Borerro
~~0129-0~~	6~~1~~	646 W. WATER STREET STE	PIQUA~~OK~~	OH~~73505~~	45356~~405-65~~	(765) 686-2186	Paul Ott
~~0129-0~~	7	~~2400 N~~1408 WEST MAIN ST	~~CHOCTAW~~TROY	~~OK~~OH	~~7302~~45373	~~405-659-2857~~(765) 686-	Paul Ott
~~0129-0~~	8~~1~~	1122 MICHIGAN ST.~~ENID~~	SIDNEY~~OK~~	OH~~73703~~	45365~~405-65~~	(765) 686-2186	Paul Ott
~~0129-0~~	1~~7~~	5611 CHATTERTON RD~~STILLWATER~~	COLUMBUS~~OK~~	OH~~74075~~	43232~~405-65~~	(934) 441-1020	Ahab Alammar
~~0129-0~~	2~~3~~	14 E HUDSON ST~~HARRAH~~	COLUMBUS~~OK~~	OH~~73045~~	~~405-659-2857~~	(934) 441-1020	Ahab Alammar
~~0129-0~~	~~115~~	~~DUNCAN~~556 EAST BROAD	PATASKALA~~OK~~	~~73533~~OH	43062~~405-65~~	(934) 441-1020	Ahab Alammar
~~0129-0~~	4~~1~~	5838 COLUMBUS SQUARE~~EDMOND~~	COLUMBUS~~OK~~	OH~~73034~~	43231~~405-65~~	(934) 441-1020	Ahab Alammar
~~0129-0~~	5~~1~~	1277 MORSE RD~~MOORE~~	COLUMBUS~~OK~~	OH~~73160~~	43229~~405-65~~	(934) 441-1020	Ahab Alammar
~~0129-0~~	1~~2~~	1424 SCOTT STREET~~BETHANY~~	NAPOLEON~~OK~~	OH~~73008~~	43545~~405-65~~	(734) 624-2885	Harmeet Singh
~~0129-0~~	~~14~~	830 N SHOOP ROAD~~EDMOND~~	WAUSEON~~OK~~	~~73013~~OH	43567~~405-65~~	(734) 624-2885	Harmeet Singh
~~0129-0~~	1~~1~~	2955 E STATE ST~~MOORE~~	SALEM~~OK~~	OH~~73160~~	44460~~405-65~~	(234) 247-0058	Sukhwinder Singh
~~0129-0~~	1~~7~~	35145 CENTER RIDGE RD~~NEWCASTLE~~	NORTH RIDGEVILLE~~OK~~	OH~~73065~~	44039~~405-65~~	(440) 281-9386	Nizar Nimeh
~~0129-0~~	1~~8~~	1712 W BRITTON RD~~OKLAHOMA CITY~~	THE VILLAGE~~OK~~	~~73139-92~~	73120	(405-) 659--2857	Steve Price
~~0129-0~~	3~~1~~	1720 SOUTH AIR DEPOT	~~OKLAHOMA~~MIDWEST CITY	OK	~~7315~~73110	(405-) 659--2857	Steve Price
~~0129-0~~	6~~8~~	4463 NW 50TH	OKLAHOMA CITY	OK	73112~~73119~~	(405-) 659--2857	Steve Price
~~0129-0~~	~~212~~	1000 ALAMEDA ST~~EDMOND~~	NORMAN~~OK~~	~~73013~~OK	73071	(405-) 659--2857	Steve Price
~~0129-0~~	11~~1~~	432 SW 59TH STREET	OKLAHOMA CITY	OK	7310~~73120~~	(405-) 659--2857	Steve Price
~~0129-0~~	12~~2~~	6919 NW 122ND~~EDMOND~~	~~OK~~OKLAHOMA CITY	OK~~73003~~	73142	(405-) 659--2857	Steve Price
~~0129-0~~	15~~1~~	4500 SE 29TH STREET	~~MIDWEST~~OKLAHOMA	OK	~~7311~~73115-	(405-) 659--2857	Steve Price

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

~~0129-0~~	~~312-~~	1540 SW 27TH ST~~MUSTANG~~	EL RENO	OK	73036~~73064~~	(405-) 659--2857	Steve Price
~~0129-0~~	18~~1~~	1215 E. VANDAMENT~~SHAWNEE~~	YUKON	OK	73099~~74801~~	(405-) 659--2857	Steve Price
~~0129-0~~	19~~2~~	4701 S MAY	OKLAHOMA CITY	OK	73119~~73107~~	(405-) 659--2857	Steve Price
129~~14~~	22	~~11309 EAST 31ST~~2290 W MAIN STREET	~~TULSA~~NORMAN	OK	~~74146~~73069	~~918-851-5160~~(405) 659-	Steve
129~~14~~	25~~3~~	2400 N MAIN~~TULSA~~	CHOCTAW	OK	73020~~74115~~	~~918-851-5160~~(405) 659-	Steve
129~~14~~	27~~4~~	1725 W OWEN K GARRIOTT RD~~TULSA~~	ENID	OK	73703~~74112~~	~~918-851-5160~~(405) 659-	Steve
129~~14~~	29~~1~~	713 N. PERKINS ROAD~~TULSA~~	STILLWATER	OK	74075~~74105~~	~~918-851-5160~~(405) 659-	Steve
129~~14~~	30~~9~~	3150 S HARRAH RD~~CLAREMORE~~	HARRAH	OK	73045~~74017~~	~~918-851-5160~~(405) 659-	Steve
129~~14~~	36~~1~~	1323 BRYANT ST~~TULSA~~	EDMOND	OK	73034~~74106~~	~~918-851-5160~~(405) 659-	Steve
129~~14~~	56~~2~~	1229 NORTH SANTA FE~~MUSKOGEE~~	MOORE	OK	73160~~74401~~	~~918-851-5160~~(405) 659-	Steve
129~~14~~	~~240~~	2212 NORTH ROCKWELL~~MUSKOGEE~~	BETHANY	OK	73008~~74403~~	~~918-851-5160~~(405) 659-	Steve
129~~14~~	58	~~3535~~14 E ~~FRANK PHILLIPS BLVD~~33RD ST	~~BARTLESVILLE~~EDMOND	OK	~~74006~~73013	~~918-851-5160~~(405) 659-	Steve
129~~14~~	59~~4~~	1110 N. EASTERN~~PRYOR~~	MOORE	OK	73160~~74361~~	~~918-851-5160~~(405) 659-	Steve
129~~18~~	60~~1~~	707 NW 32ND PLACE~~ARDMORE~~	NEWCASTLE	OK	73065~~73401~~	~~214-300-5387~~(405) 659-	Steve
129~~18~~	61~~3~~	8825 S. WESTERN~~DURANT~~	OKLAHOMA CITY	OK	73139-	~~214-300-5387~~(405) 659-	Steve
129~~18~~	62	11900 S. MAY~~427 S GEORGE NIGH~~	OKLAHOMA	OK	73170~~74501~~	~~214-300-5387~~(405) 659-	Steve
129~~18~~	63~~2~~	829 SW GRAND~~MIAMI~~	OKLAHOMA CITY	OK	73119~~74354~~	~~214-300-5387~~(405) 659-	Steve
129~~19~~	64	~~1401 N MAIN~~2120 NW 164TH STREET	~~ALTUS~~EDMOND	OK	~~73521~~73013	~~214-300-5387~~(405) 659-	Steve
129~~19~~	66~~1~~	10721 N. MAY AVENUE~~TAHLEQUAH~~	OKLAHOMA CITY	OK	73120~~74464~~	~~214-300-5387~~(405) 659-	Steve
129~~19~~	67	2500 W. EDMOND ROAD~~430 W~~	EDMOND~~SAND SPRINGS~~	OK	73003~~74063~~	~~214-300-5387~~(405) 659-	Steve
129~~19~~	~~123~~	108 S DOUGLAS~~OWASSO~~	~~OK~~MIDWEST CITY	~~74055~~OK	~~214-300-5387~~	(405) 659-2857~~Irfaan~~	Steve Price
129~~19~~	69~~2~~	312 W HIGHWAY 152~~PONCA CITY~~	MUSTANG~~OK~~	OK~~74601~~	73064~~214-30~~	(405) 659-2857~~Irfaan~~	Steve Price
129~~19~~	~~802-~~	1501 N KICKAPOO~~ELK CITY~~	SHAWNEE~~OK~~	~~73644~~OK	74801~~214-30~~	(405) 659-2857~~Irfaan~~	Steve Price
129~~32~~	71~~7~~	2511 NW 23RD~~BROKEN ARROW~~	OKLAHOMA CITY~~OK~~	OK~~74012~~	73107~~214-30~~	~~Vibe Restaurants~~	Steve Price
129~~32~~	72~~6~~	~~TULSA~~1601 N MERIDIAN AVE	~~OK~~OKLAHOMA CITY	OK~~74145~~	~~214-300-5387~~	~~Vibe Restaurants~~	Steve Price
1495~~3~~	1~~6~~	11309 EAST 31ST STREET~~SAPULPA~~	~~OK~~TULSA	OK~~74066~~	~~214-300-5387~~	~~Vibe Restaurants~~	Dan Watkins
1495~~3~~	~~203~~	3308 E. PINE ST.	TULSA	OK	74115~~74137~~	~~214-300-5387~~(918) 851-	Dan
1495~~3~~	~~815~~	475 S. SHERIDAN	TULSA	OK	74112~~74133~~	~~214-300-5387~~(918) 851-	Dan
1495~~3~~	5~~7~~	1310 EAST 46TH STREET~~BROKEN~~	TULSA~~OK~~	OK~~74011~~	74105~~214-30~~	~~Vibe Restaurants~~	Dan Watkins
1495~~3~~	~~212~~	915 W WILL ROGERS BLVD~~CHICKASHA~~	CLAREMORE~~OK~~	~~73018~~OK	74017~~214-30~~	~~Vibe Restaurants~~	Dan Watkins
1495~~3~~	7~~3~~	1717 NORTH PEORIA~~ADA~~	TULSA~~OK~~	~~74820~~OK	74106~~214-30~~	~~Vibe Restaurants~~	Dan Watkins
1495~~3~~	~~310~~	2406-E E SHAWNEE~~WEATHERFORD~~	MUSKOGEE~~OK~~	OK~~73096~~	74403~~214-30~~	~~Vibe Restaurants~~	Dan Watkins
1495~~3~~	9~~1~~	226 SOUTH 32ND STREET~~ARDMORE~~	MUSKOGEE~~OK~~	OK~~73401~~	74401~~580-66~~	(918) 851-	Dan Watkins
1495~~3~~	10~~8~~	3535 E FRANK PHILLIPS BLVD~~Oklahoma~~	~~OK~~BARTLESVILLE	OK~~73135~~	~~405-996-8561~~	(918) 851-	Dan Watkins

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Franchise Stores in the USA as of 12/31/2023

14951	132	463 S WOOD ST~~NORTH BEND~~	PRYOR~~OR~~	~~97459~~OK	74361~~541-~~	(918) 851-5160~~Tina~~	Dan Watkins
18261	17	1600 N COMMERCE #2~~COOS BAY~~	ARDMORE~~OR~~	~~97420~~OK	73401~~541-~~	(214) 300-5387~~Tina~~	Irfaan Lalani
18261	21	3601 W MAIN STREET~~ROSEBURG~~	DURANT~~OR~~	~~97470~~OK	74701~~541-~~	(214) 300-5387	Irfaan Lalani
18261	32	427 S GEORGE NIGH	MCALESTER~~OR~~	~~97424~~OK	74501~~541-~~	(214) 300-5387~~Larry~~	Irfaan Lalani
18261	51	2310 N MAIN ST~~GRESHAM~~	MIAMI~~OR~~	~~97030~~OK	74354~~503-~~	(214) 300-5387~~Jeff~~	Irfaan Lalani
19441	~~163~~	1909 S MUSKOGEE AVE~~PORTLAND~~	TAHLEQUAH~~OR~~	~~97236~~OK	74464~~503-~~	(214) 300-5387~~Jeff~~	Irfaan Lalani
19441	31	430 W WEKIWA RD SUITE 1~~PORTLAND~~	SAND SPRINGS~~OR~~	OK~~97220~~	74063~~503-~~	(214) 300-5387~~Jeff~~	Irfaan Lalani
19441	4	~~183 Q~~12375 EAST 86TH STREET NORTH	OWASSO~~SPRINGFIELD~~	~~OR~~OK	~~97477~~740	~~541-521-6333~~(214) 300-	Irfaan Lalani~~Steven Victor~~
19441~~3~~	51	2707 NORTH 14TH STREET~~EUGENE~~	PONCA CITY~~OR~~	OK~~97408~~	74601~~541-~~	~~Steven Victor~~(214) 300-	Irfaan Lalani
19441~~3~~	68	1401 N MAIN STREET~~EUGENE~~	~~OR~~ALTUS	OK~~97402~~	~~541-521-63~~	~~Steven Victor~~(214) 300-	Irfaan Lalani
19441~~3~~	7	~~1329 NW 9TH~~802 W 3RD ST	~~CORVALLIS~~ELK CITY	~~OR~~OK	~~97330~~736	~~541-521-6333~~(214) 300-	Irfaan Lalani~~Steven Victor~~
32221~~3~~	~~405~~	701 NORTH ASPEN AVE~~MONMOUTH~~	BROKEN ARROW~~OR~~	OK~~97361~~	74012~~541-~~	~~Steven Victor~~(214) 300-	Vibe Restaurants Adm
32221~~3~~	23	6533 EAST 51ST STREET~~KEIZER~~	TULSA~~OR~~	OK~~97303~~	74145~~541-~~	~~Steven Victor~~(214) 300-	Vibe Restaurants Adm
32221~~3~~	34	613 SOUTH MAIN ST~~EUGENE~~	SAPULPA~~OR~~	OK~~97402~~	74066~~541-~~	~~Steven Victor~~(214) 300-	Vibe Restaurants Adm
32221~~3~~	4	~~5757 COMMERCIAL~~2036 EAST 81ST STREET	TULSA~~SALEM~~	~~OR~~OK	~~97306~~741	~~541-521-6333~~(214) 300-	~~Steven Victor~~Vibe
32221~~3~~	61	737 WEST NEW ORLEANS~~SALEM~~	BROKEN ARROW~~OR~~	~~97317~~OK	74011~~541-~~	~~Steven Victor~~(214) 300-	Vibe Restaurants Adm
32221~~3~~	7	~~1395 EDGEWATER~~2129 S 4TH ST~~ NW~~	CHICKASHA~~SALEM~~	~~OR~~OK	~~97034~~730	~~541-521-6333~~(214) 300-	~~Steven Victor~~Vibe
32221	~~124~~	330 N MISSISSIPPI AVE SUITE B~~ALBANY~~	~~OR~~ADA	~~97322~~OK	~~541-905-13~~	(214) 300-5387~~Tom~~	Vibe Restaurants Adm
32221	253	310 N. WASHINGTON ST~~LEBANON~~	WEATHERFORD~~OR~~	OK~~97355~~	73096~~541-~~	(214) 300-5387~~Tom~~	Vibe Restaurants Adm
33401	11	15045 US HIGHWAY 70~~ALOHA~~	ARDMORE~~OR~~	~~97003~~OK	73401~~949-~~	(580) 668-	Gursharan Ghuman
36741	11	8809 S Sooner Rd Ste F~~CORNELIUS~~	Oklahoma City~~OR~~	OK~~97113~~	73135~~949-~~	(405) 996-	Matthew Bulthuis
37661	1	~~2401 NE CORNELL~~6716 NW CACHE RD~~.~~	LAWTON~~HILLSBORO~~	~~OR~~OK	73505~~971~~	~~949-235-8778~~(405) 317-	Cary Ross~~Michael~~
37661	~~120~~	1414 NW SHERIDAN~~BEAVERTON~~	LAWTON~~OR~~	~~97005~~OK	~~949-235-87~~	(405) 317-	Cary Ross
37661	3	~~2000~~1150 N ~~PACIFIC HWY~~HIGHWAY 81	~~WOODBURN~~DUNCAN	~~OR~~OK	~~97071~~735	~~503-710-0165~~(405) 317-	Cary Ross~~Sheree Doman~~
10721	~~650~~	2233 NEWMARK~~HERMISTON~~	NORTH BEND~~OR~~	OR~~97838~~	~~714-520-95~~	(541) 751-5560	Tina Briggs
10721	21	789 SOUTH BROADWAY~~ONTARIO~~	COOS BAY~~OR~~	OR~~97914~~	~~714-520-95~~	(541) 751-5560	Tina Briggs
124820	13	1350 NE STEPHENS ST STE 44~~SALEM~~	ROSEBURG~~OR~~	OR~~97305~~	97470	(541~~-513-3988~~) 672-	Charsami
12643	11	24 N 9TH~~PENDLETON~~	COTTAGE GROVE~~OR~~	OR~~97801~~	~~509-540-52~~	(541) 942-	Larry Wood
13673	19	1835 NE DIVISION~~PORTLAND~~	GRESHAM~~OR~~	OR~~97217~~	~~661-886-08~~	(503) 804-	Jeff Burgess
13673	2	~~11314~~16353 SE ~~82ND AVE SUITE~~	~~HAPPY VALLEY~~PORTLAND	OR	~~97086~~972	~~661-886-0872~~(503) 804-	Jeff Burgess~~Gurinder~~
13673	31	11940 NE GLISAN~~MEDFORD~~	PORTLAND~~OR~~	OR~~97504~~	97220~~661-~~	(503) 804-	Jeff Burgess
13943	11	183 Q STREET~~GRANTS PASS~~	SPRINGFIELD~~OR~~	OR~~97527~~	~~661-477-36~~	(541) 521-	Steve Victor
15563	1	~~5538 SOUTH 6TH~~1240 GEARY STREET SE	~~KLAMATH FALLS~~ALBANY	OR	~~97603~~973	~~661-477-3674~~(541) 905-	Tom Koltvedt~~Johnny~~
15563	21	3150 S SANTIAM HWY~~CENTRAL POINT~~	LEBANON~~OR~~	OR~~97502~~	97355~~661-~~	(541) 905-	Tom Koltvedt

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Franchise Stores in the USA as of 12/31/2023

15933	112	18681 SW TUALATIN VALLEY HWY BEND	ALOHA	OR	97702970	661 477 3674 (949) 235-	Michael Akhavi Johnny
15933	28	1888 BASELINE RD WHITE CITY	CORNELIUS	OR	97113975	661 477 3674 (949) 235-	Michael Akhavi Johnny
15933	39	2401 NE CORNELL RD. REDMOND	HILLSBORO	OR	97124977	661 477 3674 (949) 235-	Michael Akhavi Johnny
15933	4	16230 12020 SW PACIFIC HWY ALLEN BLVD	TIGARD BEAVERTON	OR	97224970	917 868 9015 (949) 235-	Michael Akhavi Gurdeep
16863	22	2000 N PACIFIC HWY OREGON CITY	WOODBURN	OR	97071970	917 868 9015 (503) 710-	Sheree Doman Gurdeep
17113	2	508 650 N HIGHWAY 99 WEST FIRST STREET	HERMISTON MCMINNVI	OR	97838971	503 302 7368 (714) 520-	Aurelio Castaneda CODY
171102	58	180 EAST LANE, #6 MEADVILLE	ONTARIO PA	16335 OR	97914814	(714) 520-9521	Aurelio Castaneda
0233 0	11	3278 LANCASTER DR. CORRY	SALEM PA	16407 OR	97305814	(541) 513-3988	Tyler George
30971	11	926 N. LOMBARD, WARREN	PORTLAND PA	16365 OR	97217814	(661) 886-0872 Paul	Gurinder Dhaliwal
30971	100	11314 SE 82ND AVE SUITE	PA HAPPY VALLEY	16701 OR	814 688 69	Paul Jones (661) 886-	Gurinder Dhaliwal
34481	124	1087 MEDFORD CENTER TITUSVILLE	MEDFORD PA	OR 16354	97504814	Nancy Watrous (661)	Johnny Baklini
34481	138	1616 WILLIAMS HWY FRANKLIN	GRANTS PASS PA	OR 16323	97527814	Nancy Watrous (661)	Johnny Baklini
34481	640	WATERFORD 5538 SOUTH 6TH STREET	PA KLAMATH FALLS	16441 OR	814 964 08	Nancy Watrous (661)	Johnny Baklini
34481	211	1205 G PLAZA BLVD. CARMICHAELS	PA CENTRAL POINT	15320 OR	97502304	(661) 477-	Johnny Baklini
34481	16	404 SOUTH 1120 SE 3RD ST. SUITE 200	BEND YOUNGWOOD	PA OR	97702156	304 594 2044 (661) 477-	Johnny Baklini Howard
34481	195	8336 HIGHWAY 62 CONNELLSVILLE	PA WHITE CITY	OR 15425	97503304	(661) 477-	Johnny Baklini
34481	181	944 SW VETERANS WAY WASHINGTON	REDMOND PA	OR 15301	97756304	(661) 477-	Johnny Baklini
34481	209	1050 GREEN ACRES IRWIN	EUGENE PA	OR 15642	97408304	(661) 477-	Johnny Baklini
34481	214	847 SENECA RD. ALLISON PARK	EUGENE PA	OR 15101	97402304	(661) 477-	Johnny Baklini
34481	222	WASHINGTON 1329 NW 9TH ST	PA CORVALLIS	OR 15301	304 594 20	(661) 477-	Johnny Baklini
34481	237	NEW CASTLE 405 E. MAIN ST	MONMOUTH PA	OR 16101	97361304	(661) 477-	Johnny Baklini
34481	241	3830 RIVER ROAD NORTH CANONSBURG	KEIZER PA	OR 15317	97303304	(661) 477-	Johnny Baklini
34481	252	4768 ROYAL AVE LOWER BURRELL	EUGENE PA	OR 15068	97402304	(661) 477-	Johnny Baklini
34481	264	5757 COMMERCIAL STREET	SALEM PA	OR 15401	304 594 20	(661) 477-	Johnny Baklini
34481	271	100 LANCASTER SE WAYNESBURG	SALEM PA	OR 15370	304 594 20	(661) 477-	Johnny Baklini
34481	284	1395 EDGEWATER ST NW BELLE VERNON	SALEM PA	OR 15012	304 594 20	(661) 477-	Johnny Baklini
34631	11	WHITE OAK 16230 SW PACIFIC HWY	PA TIGARD	OR 15131	304 594 20	(917) 868-	Gurdeep Chahal
34631	170	2050 S BEAVERCREEK RD BEAVER	OREGON CITY PA	15009 OR	97045304	(917) 868-	Gurdeep Chahal
36851	220	508 N HIGHWAY 99 WEST CONNELLSVILLE	MCMINNVILLE PA	OR 15425	97128304	(503) 302-	CODY CHAMBERS
37901	11	1830 SW COURT AVENUE NORTH	PENDLETON PA	OR 15137	97801304	(714) 321-	Saira Sanchez Castane
23313	201	801 PARK AVENUE GROVE CITY	MEADVILLE PA	PA 16127	304 594 20	(814) 449-	Pierre Bayeh
23313	135	117 W SMITH BUTLER	CORRY PA	PA 16001	304 594 20	(814) 449-	Pierre Bayeh
12191	530	14 MARKET ST. PITTSBURGH	WARREN PA	15236 PA	304 594 20	(814) 688-	Paul Jones
12191	31	100 W. WASHINGTON ST. ERIE	BRADFORD PA	PA 16503	16701	(814 490 9268) 688-	Paul Jones Justin Borrero

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~~Exhibit F~~
~~EXHIBIT F~~

Franchise Stores in the USA as of 12/31/2023

12381	1	410 E. CENTRAL2212 BROAD STREET	TITUSVILLEERIE	PA	16354	(814 490 9268) 964-	Justin BorreroTODD
12381	23	843 LIBERTY ST.ERIE	FRANKLIN	PA	16323	(814 490 9268) 964-	Justin BorreroTODD
12381	3	725 W 38TH640 HIGH ST	WATERFORDERIE	PA	16506	(814 490 9268) 964-	Justin BorreroTODD
13341	449	456 MORGANTOWN ST.ERIE	UNIONTOWN	PA	15401	814 490 9268(304) 594-	Howard
13341	4	1550 E. HIGH1904 W 8TH ST.	WAYNESBURGERIE	PA	15370	814 490 9268(304) 594-	Howard
13341	109	275 JEFFERSON AVE.NORTH EAST	WASHINGTON	PA	15301	814 490 9268(304) 594-	Howard
13341	79	704 WILMINGTON AVEGIRARD	NEW CASTLE	PA	16101	814 490 9268(304) 594-	Howard
133413	81	152 EAST PIKE STREETERIE	CANONSBURG	PA	15317	814 490 9268(304) 594-	Howard
13341	131	1985 LINCOLN WAYBETHLEHEM	WHITE OAK	PA	15131	610 751 3411(304) 594-	Howard
13341	14	1968 E STATE1701 THIRD STREET	HERMITAGEBEAVER	PA	16148	814 964 0884(304) 594-	Howard
133418	161	220 MEMORIAL BLVD.WAYNESBORO	CONNELLSVILLE	PA	15425	717 701 5043(304) 594-	Howard
133418	YOR	1742 GREENSBURG AVE.YORK	NORTH VERSAILLES	PA	15137	717 701 5043(304) 594-	Howard
133418	192	201 WEST MAIN STYORK	GROVE CITY	PA	16127	717 701 5043(304) 594-	Howard
133418	201	540 BUTLER CROSSING, SUITE	BUTLER	PA	16001	717 701 5043(304) 594-	Howard
133418	21	4002 UNION DEPOSIT5301 GROVE RD	HARRISBURGPITTSBURGH	PA	17109	717 701 5043(304) 594-	Howard
13341	520	4975 STATE ROUTE 51	BELLE VERNON	PA	15012	484 620 6438(304) 594-	Howard
13341	151	2501 LEECHBURG RDJOHNSTOWN	LOWER BURRELL	PA	15068	336 413 6709(304) 594-	Howard
13343	326	1 BURKETT LNSCRANTON	WASHINGTON	PA	15301	559 367 9207(304) 594-	Howard
13343	336	9225 ROUTE 30WILKES BARRE	IRWIN	PA	15642	559 367 9207(304) 594-	Howard
13343	550	4960 ROUTE 8HAZLETON	ALLISON PARK	PA	15101	559 367 9207(304) 594-	Howard
13343	40	204 WATERFORD211 S VINE ST	EDINBOROCARMICHAELS	PA	16412	814 490 9268(304) 594-	Howard
133434	432	404 SOUTH 3RD STPHILADELPHIA	YOUNGWOODPA	PA19149	15697	liang chen(304) 594-	Howard Goodstein
133434	44	7107 FRANKFORD1950 UNIVERSITY AVE	CONNELLSVILLEPHILADEL	PA	15425	267 975 2196(304) 594-	Howard
134734	15	2897 W 26TH STREETPHILADELPHIA	ERIEPA	PA19120	16506	liang chen(814) 490-	Tracy Wurst
134734	2	4322 NORTH BROAD725 W 38TH ST	ERIEPHILADELPHIA	PA	19140	267 975 2196(814) 490-	liang chenTracy Wurst
134734	3	1920 KUTZTOWN4490 BUFFALO ROAD	ERIEREADING	PA	19604	267 975 2196(814) 490-	liang chenTracy Wurst
134734	42	1904 W 8TH STREADING	ERIEPA	PA19606	267 97	liang chen(814) 490-	Tracy Wurst
134734	54	109 WEST MAIN STREETTEMPLE	PANORTH EAST	PA19560	16428	liang chen(814) 490-	Tracy Wurst
134734	502	9125 WEST RIDGE RDREADING	GIRARDPA	PA19607	16417	liang chen(814) 490-	Tracy Wurst
134734	72	1332 E GRANDVIEWLITITZ	ERIEPA	PA17543	16504	liang chen(814) 490-	Tracy Wurst
134734	111	1025 PARADE STREETEPHRATA	ERIEPA	17522PA	16503	liang chen(814) 490-	Tracy Wurst
164634	11	1517 EASTON AVENUELANCASTER	BETHLEHEMPA	PA17603	18018	liang chen(610) 751-	Louis Gubish
180834	1	1643 LINCOLN HWY1968 E STATE STREET	HERMITAGELANCASTER	PA	17602	267 975 2196(814) 964-	liang chenJosh Graves
19373	1	215 W MAIN5207 WALNUT ST UNIT 303	NORRISTOWNPHILADELPH	PA	19401	304 541 6377(484) 620-	Yvon CasimirJames

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Franchise Stores in the USA as of 12/31/2023

19953	6	2501 ISLAND1513 SCALP AVE SUITE 80	JOHNSTOWNPHILADELPHI	PA	19153	304 541 6377(336) 413-	Shawn DarterJames
31253	11	550 W BROAD STWOODLYN	HAZLETON	PA	18201	304 541 6377(559) 367-	GURMEET
31253	22	613 LUZERNE STPHILADELPHIA	SCRANTON	PA	18504	304-541-6377(559) 367-	GURMEET
31253	33	618 BLACKMAN STGLENOLDEN	WILKES BARRE	PA	18702	304-541-6377(559) 367-	GURMEET
32443	13	204 WATERFORD STPHILADELPHIA	EDINBORO	PA	16412	304 541 6377(814) 490-	Justin BorreroJames
3412-0	22	700 E. HUNTING PARK5901 LANCASTER	PHILADELPHIA	PA	19124	(304-) 541--6377	James White
3412-0	23	919 LEVICK ST.	PHILADELPHIA	PA	19111	(304-) 541--6377	James White
3412-0	247	3668 ARAMINGO	PHILADELPHIA	PA	19134	(304-) 541--6377	James White
3412-0	25	7153 OGONTZ AVE	PHILADELPHIA	PA	19138	(304-) 541--6377	James White
34123	267	5901 LANCASTER AVELEBANON	PHILADELPHIA	PA	19151	559-567-5546(304) 541-	James
34123	292	33 N MACDADE BLVDWILLIAMSPORT	GLENOLDEN	PA	19036	601 842 8292(304) 541-	James WhiteCarrie
34123	371	1936 MACDADE BLVDWILLIAMSPORT	WOODLYN	PA	19094	601-842-8292(304) 541-	James WhiteCarrie
34123	403	2400 PASSYUNK AVEMILL HALL	PHILADELPHIA	PA	19145	601-842-8292(304) 541-	James WhiteCarrie
34123	439	2501 ISLAND AVEBLOOMSBURG	PHILADELPHIA	PA	19153	601-842-8292(304) 541-	James WhiteCarrie
34123	46	215 W MAIN ST UNIT 303212 W. PLANK	NORRISTOWNALTOONA	PA	19401	601-842-8292(304) 541-	James WhiteCarrie
34843	12	720 QUENTIN RDALTOONA	LEBANON	PA	17042	601-842-8292(559) 567-	Harjinder
35753	11	2062 LYCOMING CREEK RD.	WILLIAMSPORT	PA	17701	267 408 1785(601) 842-	Carrie
35753	21	1788 EAST THIRD STREETSOMERSET	WILLIAMSPORT	PA	17701	770 990 5624(601) 842-	Carrie
35753	72	3 MILLBROOK PLAZAEAST	MILL HALL	PA	17751	570 580 7113(601) 842-	Carrie
35753	41	970 SCOTT TOWN CENTERALLENTOWN	BLOOMSBURG	PA	17815	267 205 4341(601) 842-	Carrie MorgretAtul
35753	52	212 W. PLANK RD.EASTON	ALTOONAPA	PA1804	16602	Atul Singh(601) 842-8292	Carrie Morgret
35753	143	226 E. CHESTNUT AVE.ALLENTOWN	ALTOONAPA	18102PA	16601	Atul Singh(601) 842-8292	Carrie Morgret
36053	17	165 LEVITTOWN PKWYPHILADELPHIA	PALEVITTOWN	PA1913	267-20	Atul Singh(99999773) 454-	Danny Ruffin
36123	14	1701 WELSH ROAD SUITE 3	PHILADELPHIA	PA	19115	(267-205-4341) 408-1785	Gaite JosephAtul
36363	16	1490 N CENTER AVECARLISLE	SOMERSETPA	PA1701	203 39	(770) 990-5624Blake	David Rambin
36433	14	72 WASHINGTON STMECHANICSBURG	EAST STROUDSBURGPA	PA1705	18301	(570) 580-7113Blake	Pethrina Burgos
36673	1	836 MARKET1439 ALLEN ST.	ALLENTOWNLEMOYNE	PA	17043	203 393 5798(267) 205-	Riya DesaiBlake
36673	27	2439 BUTLER STREETCRANSTON	EASTONRI	PA2910	18042	(267) 205-4341	TejasRiya Desai
36673	35	1636 UNION BLVDPROVIDENCE	ALLENTOWNRI	02908-43	18109	(267) 205-4341	TejasRiya Desai
36673	45	400 W ALLEGHENY AVEPROVIDENCE	PHILADELPHIARI	PA2907	19133	(267) 205-4341	TejasRiya Desai
366732	54	701 W LEHIGH AVEPAWTUCKET	PHILADELPHIARI	2860PA	19133	(267) 205-4341	TejasRiya Desai
371401	11	650 EAST HIGH STREETGREENVILLE	CARLISLESC	29607PA	17013	(203) 393-5798Tony	Blake Crews
371401	25	4955 CARLISLE PIKETAYLORS	MECHANICSBURGSC	29687PA	17050	(203) 393-5798Tony	Blake Crews
371401	33	836 MARKET STTAYLORS	SCLEMOYNE	29687PA	864-42	(203) 393-5798Tony	Blake Crews

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Franchise Stores in the USA as of 12/31/2023

0101-0	16	2165 YORK CROSSING DR W~~GREENVILLE~~	YORK~~SC~~	~~29617~~PA	17408~~864-~~	(406) 241-0800~~Tony-~~	Prabhjeet Grewal
0101-0	554	2701 EASTERN BLVD.~~EASLEY~~	YORK~~SC~~	~~29640~~PA	17402~~864-~~	(406) 241-0800~~Tony-~~	Prabhjeet Grewal
0101-0	~~242~~	1715 LINCOLN WAY EAST~~GREER~~	CHAMBERSBURG~~SC~~	~~29650~~PA	17202~~864-~~	(406) 241-0800~~Tony-~~	Prabhjeet Grewal
0101-0	46	11374 BUCHANAN TRAIL	WAYNESBORO~~SC~~	PA~~29681~~	17268~~864-~~	(406) 241-0800~~Tony-~~	Prabhjeet Grewal
0101-0	52	4002 UNION DEPOSIT RD~~PICKENS~~	~~SC~~HARRISBURG	PA~~29671~~	~~864-420-31~~	(406) 241-0800~~Tony-~~	Prabhjeet Grewal
0101-0	21	5694 RISING SUN AVE~~TRAVELERS REST~~	PHILADELPHIA~~SC~~	PA~~29690~~	19120~~864-~~	(856) 425-8715~~Tony-~~	Kiren Patel
0101-0	41	4322 NORTH BROAD ST~~GREENVILLE~~	PHILADELPHIA~~SC~~	PA~~29607~~	~~864-420-31~~	(856) 425-8715~~Tony-~~	Kiren Patel
0101-0	53	7107 FRANKFORD AVE~~GREENVILLE~~	PHILADELPHIA~~SC~~	~~29611-751~~	~~864-420-31~~	(856) 425-8715~~Tony-~~	Kiren Patel
0101-0	~~748~~	2060 COTTMAN AVE~~PIEDMONT~~	PHILADELPHIA~~SC~~	~~29673~~PA	19149~~864-~~	(856) 425-8715~~Tony-~~	Kiren Patel
0101-0	73	235 BLOOMFIELD DRIVE~~GREENVILLE~~	LITITZ~~SC~~	PA~~29605~~	17543~~864-~~	(856) 425-8715~~Tony-~~	Kiren Patel
0101-0	~~301~~	1643 LINCOLN HWY E~~MAULDIN~~	LANCASTER~~SC~~	PA~~29662~~	~~864-420-31~~	(856) 425-8715~~Tony-~~	Kiren Patel
0101-0	93	137 ROHRERSTOWN RD~~GREENVILLE~~	LANCASTER~~SC~~	PA~~29609~~	17603~~864-~~	(856) 425-8715~~Tony-~~	Kiren Patel
0101-0	10	~~2099G E MAIN~~1111 S STATE ST~~.~~	~~DUNCAN~~EPHRATA	~~SC~~PA	29334175	~~864-420-3142~~(856) 425-	Kiren Patel~~Tony-~~
0117-0	~~310~~	1920 KUTZTOWN ROAD~~WILLIAMSTON~~	~~SC~~READING	PA~~29697~~	~~864-844-38~~	(856) 425-8715~~Mark-~~	Kiren Patel
0117-0	123	2851 PERKIOMEN AVENUE~~ANDERSON~~	READING~~SC~~	PA~~29625~~	19606~~864-~~	(856) 425-8715~~Mark-~~	Kiren Patel
38041	131	4701 N 5TH ST HWY~~SENECA~~	TEMPLE~~SC~~	PA~~29678~~	19560~~864-~~	(856) 425-8715~~Paul-~~	Kiren Patel
38041	145	502 E LANCASTER AVE~~GREENWOOD~~	READING~~SC~~	PA~~29649~~	19607~~864-~~	(856) 425-8715~~Paul-~~	Kiren Patel
38041	322	214 COMMERCE CIR~~BOILING SPRINGS~~	BRISTOL~~SC~~	PA~~29316~~	~~864-590-22~~	(856) 425-8715~~Paul-~~	Kiren Patel
38081	1	100 ART ROONEY~~514 S. ALABAMA~~ AVE~~.~~	PITTSBURGH~~CHESNEE~~	~~SC~~PA	15212~~293~~	~~864-590-2253~~(412) 697-	Dominic
38091	12	~~COLUMBIA~~1 LINCOLN FINANCIAL FIELD	~~SC~~PHILADELPHIA	PA~~29229~~	~~803-743-52~~	~~tim Putnam~~(267) 570-	Timothy Hager
49414	13	59 MARTINEZ NADAL ST~~COLUMBIA~~	MAYAGUEZ~~SC~~	PR~~29210~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	21	STATE ROAD #107 KM 28~~LEXINGTON~~	AGUADILLA~~SC~~	PR~~29073~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	37	CAPITAN CARRERA~~COLUMBIA~~	PONCE~~SC~~	PR~~29212~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	41	GRANDE~~WEST COLUMBIA~~	MAYAGUEZ~~SC~~	PR~~29169~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	5	~~1180 DUTCH FORK~~ST ROAD #100 KM 3.6	CABO ROJO~~IRMO~~	~~SC~~PR	29063623	~~803-743-5274~~(999) 999-	~~tim Putnam~~Jorge
49414	~~610~~	FAGOT AVENUE #143~~LUGOFF~~	PONCE~~SC~~	PR~~29078~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	74	XTRA ARECIBO SHOPPING	ARECIBO~~SC~~	PR~~29209~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	87	COAMO PLAZA SHOPPING	COAMO~~SC~~	PR~~29209~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	95	EMERITO ESTRADA RIVERA~~GASTON~~	SAN SEBASTIAN~~SC~~	PR~~29053~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	102	AVENUE QUILICHINI #15~~COLUMBIA~~	SABANA GRANDE~~SC~~	PR~~29206~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	112	#417 ROAD KM 3~~LEXINGTON~~	AGUADA~~SC~~	PR~~29072~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	121	25 DE JULIO AVE. #155~~ORANGEBURG~~	YAUCO~~SC~~	PR~~29115~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	132	AVENIDO CASTO PEREZ #90~~BATESBURG~~	SAN GERMAN~~SC~~	PR~~29006~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
49414	~~810~~	APOLLO SHOPPING CENTRE~~SUMTER~~	SAN JUAN~~SC~~	PR~~29150~~	~~803-743-52~~	~~tim Putnam~~(999) 999-	Jorge Mantaras

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Franchise Stores in the USA as of 12/31/2023

494~~1466-0029~~		15~~2~~	PEREZ HARMANOS PLAZA~~SUMTER~~	CAYEY~~SC~~	PR~~29154~~	~~803-743-5274~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
494~~1466-0027~~		16~~2~~	LOS DOMINICOS SHOPPING CENTER~~WEST~~	TAO BAJA~~SC~~	PR~~29170~~	~~803-743-5274~~	~~tim Putnam~~(999) 999-	Jorge Mantaras
494~~1618-0041~~		17~~1~~	CARRE PR #115~~ROCK HILL~~	RINCON~~SC~~	PR~~29732~~	~~617-733-9795~~	~~Patrick O'Connel~~(999)	Jorge Mantaras
494~~1632-0380~~		18~~7~~	ROAD 402 KM 2.9 QUEBRADA	QUEBRADA LARGA~~SC~~	PR~~29910~~	~~801-913-1159~~	~~Josh Hill~~(999) 999-	Jorge Mantaras
4133~~1632-0381~~		1~~3~~	1482 AVE ROOSEVELT~~BEAUFORT~~	SAN JUAN~~SC~~	PR~~29906~~	~~801-913-1159~~	~~Josh Hill~~(864) 363-	Shane Inman
4133~~1680-0004~~		2~~6~~	JUNCOS PLAZA~~BEAUFORT~~	JUNCOS~~SC~~	PR~~29907~~	~~912-655-6849~~	~~Brian Beisser~~(864) 363-	Shane Inman
4133~~1741-0004~~		3~~1~~	SAN LORENZO SHOPPING CENTER~~NORTH~~	SAN LORENZO~~SC~~	PR~~29860~~	~~706-993-8055~~	(864) 363-3635~~Mark~~	Shane Inman
4133~~1759-0006~~		4~~1~~	PLAZA CANOVANAS~~MARION~~	CANOVANAS~~SC~~	PR~~29571~~	~~843-260-5574~~	~~Danny Lewis~~(864) 363-	Shane Inman
4133~~1759-0007~~		5~~3~~	65 INFRANTRY SHOPPING~~FLORENCE~~	SAN JUAN~~SC~~	PR~~29501~~	~~843-260-5574~~	~~Danny Lewis~~(864) 363-	Shane Inman
4133~~1759-0001~~		6~~1~~	TRUJILLO ALTO PLAZA, CARR. 181~~FLORENCE~~	TRUJILLO ALTO~~SC~~	PR~~29501~~	~~843-260-5574~~	~~Danny Lewis~~(864) 363-	Shane Inman
4133~~1759-0002~~		7~~3~~	REXVILLE TOWNE CENTER~~FLORENCE~~	BAYAMON~~SC~~	PR~~29506~~	~~843-260-5574~~	~~Danny Lewis~~(864) 363-	Shane Inman
4133~~1759-0003~~		8~~1~~	150 PR-3~~HARTSVILLE~~	~~SC~~FAJARDO, PR	PR~~29550~~	~~843-260-5574~~	~~Danny Lewis~~(864) 363-	Shane Inman
4133~~1798-0001~~		9~~1~~	AVENIDA LEONCIO VAZQUEZ~~SPARTANBURG~~	~~SC~~CAGUAS, PR	PR~~29307~~	725	(864~~-921-2941~~) 363-	Shane
4133~~1798-0002~~		10	~~1635 JOHN B WHITE SR~~CARR 156 INT LOS	~~SPARTANBURG~~CAGUAS,	~~SC~~PR	~~29301~~725	(864~~-921-2941~~) 363-	Shane
4133~~1798-0003~~		11~~1~~	TRIUMPH PLAZA~~GAFFNEY~~	HUMACAO~~SC~~	PR~~29341~~	792	(864~~-921-2941~~) 363-	Shane
4133~~1798-0004~~		12~~4~~	HATO REY CALACOSTAS~~UNION~~	HATO REY~~SC~~	PR~~29379~~	917	(864~~-921-2941~~) 363-	Shane
4133~~1798-0005~~		~~110~~	COMANDANTE SHOPPING CENTER~~INMAN~~	CAROLINA~~SC~~	~~29349~~PR	983	(864~~-921-2941~~) 363-	Shane
4133~~1798-0006~~		14~~5~~	REPARTO METROPOLITANO	SAN JUAN~~SC~~	PR~~29388~~	~~864-~~921~~-2941~~	(864) 363-3635~~Andy~~	Shane Inman
4133~~1798-0007~~		15~~1~~	RALPH FOOD WAREHOUSE	YABUCOA~~SC~~	PR~~29108~~	901	(864~~-921-2941~~) 363-	Shane
4133~~1798-0008~~		16~~2~~	PLAZA CENTRO SHOPPING CENTER~~LAURENS~~	CAGUAS~~SC~~	PR~~29360~~	725	(864~~-921-2941~~) 363-	Shane
3277~~1798-0009~~		~~242~~	539 SMITH ST~~CLINTON~~	PROVIDENCE~~SC~~	RI~~29325~~	~~864-921-2941~~	(202) 345-0306~~Andy~~	Tejas Desai
3277~~1798-0010~~		~~205~~	529 BROAD ST~~SPARTANBURG~~	PROVIDENCE~~SC~~	RI~~29302~~	2907~~864-921-~~	(202) 345-0306~~Andy~~	Tejas Desai
3277~~1900-0001~~		~~132~~	763 RESERVOIR~~WALTERBORO~~	CRANSTON~~SC~~	~~29488~~RI	2910~~843-609-~~	~~Kevin Hebert~~(202) 345-	Tejas Desai
3796~~1926-0001~~		1~~5~~	465 LONSDALE~~CHESTER~~	PAWTUCKET~~SC~~	RI~~29706~~	~~864-979-4710~~	(401) 787-	Joseph Kishfy
101~~1926-0002~~		1~~1~~	1174 N. PLEASANTBURG DR.~~LANCASTER~~	GREENVILLE~~SC~~	SC~~29720~~	29607	(864~~-979-4710~~) 420-	Tony
~~1926-0003~~	101~~-~~	~~FO~~	5004 OLD SPARTANBURG RD.~~SC~~	TAYLORS~~29715~~	SC	29687	(864~~-979-4710~~) 420-	Tony
101~~3031-0001~~		4~~1~~	3024 WADE HAMPTON	TAYLORS~~SC~~	SC~~29483~~	~~734-818-7539~~	~~Andrea Hewett~~(864)	Tony Kirby
~~3077-~~101~~3237~~		5~~1~~	6406 WHITE HORSE RD~~JOHNSONVILLE~~	GREENVILLE~~SC~~	SC~~29555~~	~~904-860-~~2961	~~Petra Arellano~~(864)	Tony Kirby
101~~3217-0014~~		6	~~969 S GOVERNOR WILLIAMS~~5546 CALHOUN	~~DARLINGTON~~EASLEY	SC	~~29532-566729~~	~~910-876-3650~~(864) 420-	Tony Kirby~~Horace~~
101~~3217-0012~~		7	~~317 RADFORD~~242 A WEST WADE HAMPTON	~~DILLON~~GREER	SC	~~2953629650~~	~~910-876-3650~~(864) 420-	Tony Kirby~~Horace~~
101~~3217-0013~~		9~~4~~	641 SE MAIN ST~~MYRTLE BEACH~~	SIMPSONVILLE~~SC~~	SC~~29588~~	29681~~910-87~~	~~Horace Spencer~~(864)	Tony Kirby
101~~3217-0003~~		~~1~~	2700 GENTRY MEMORIAL HWY~~LONGS~~	PICKENS~~SC~~	SC~~29568~~	29671~~910-87~~	~~Horace Spencer~~(864)	Tony Kirby
101~~3217-0010~~		~~117~~	148 WALNUT LANE~~CONWAY~~	TRAVELERS REST~~SC~~	SC~~29526~~	29690~~910-87~~	~~Horace Spencer~~(864)	Tony Kirby
101~~3217-0025~~		13~~3~~	1810 WOODRUFF RD~~MYRTLE BEACH~~	GREENVILLE~~SC~~	SC~~29579~~	29607~~910-87~~	~~Horace Spencer~~(864)	Tony Kirby

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Franchise Stores in the USA as of 12/31/2023

1013	143	3525 EARLE E MORRIS JR HWY LORIS	GREENVILLE	SC	29611-	910-876-3650	(864) 420-	Tony Kirby Horace
1013	15	3720 ASHLEY PHOSPHATE 7486 AUGUSTA	PIEDMONT NORTH	SC	2941829673	704-904-5984	(864) 420-	Tony Kirby Sean
1013	174	3225 AUGUSTA STREET NORTH	GREENVILLE	SC	2960529405	704-904-5984	(864) 420-	Tony Kirby Sean
1013	181	CHARLESTON 301-A W BUTLER RD	MAULDIN	SC	2966229407	704-904-5984	(864) 420-	Tony Kirby Sean
1013	604	3280F PLEASANTBURG DR. GOOSE CREEK	GREENVILLE	SC	2960929445	704-904-5984	(864) 420-	Tony Kirby Sean
1013	219	2099G E MAIN ST. SUMMERVILLE	DUNCAN	SC	2933429485	704-904-5984	(864) 420-	Tony Kirby Sean
1173	4	2139A 310 W MAIN STREET ST	WILLIAMSTON SUMMERVI	SC	2969729483	704-904-5984	(864) 844-	Mark Taylor Sean
1173	610	3205 MARTIN LUTHER KING JR	ANDERSON	SC	2962529461	704-904-5984	(864) 844-	Mark Taylor Sean
1065	122	2750 BOILING SPRINGS RD GOOSE CREEK	BOILING SPRINGS	SC	2931629445	704-904-5984	(864) 590-	Paul Melotte Sean
1065	219	514 S. ALABAMA AVE. NORTH	CHESNEE	SC	2932329406	704-904-5984	(864) 590-	Paul Melotte Sean
1065	597	109 THRIFT AVE INDIAN LAND	SENECA	SC	2967829707	704-726-7118	(864) 590-	Paul Melotte Gregg
1065	696	561 BYPASS 72 NW LADSON	GREENWOOD	SC	2964929456	843-452-2572	(864) 590-	Paul Melotte Tara
1466	110	2000 CLEMSON RD STE 2 BARNWELL	COLUMBIA	SC	2922929812	352-346-6285	(803) 743-	Tim
1466	215	3315 BROAD RIVER RD AIKEN	COLUMBIA	SC	2921029801	423-855-8790	(803) 743-	Doug Hall Tim
1466	315	1788 SOUTH LAKE DRIVE AIKEN	LEXINGTON	SC	2907329803	423-855-8790	(803) 743-	Doug Hall Tim
1466	280	7249 ST ANDREWS RD ANDERSON	COLUMBIA	SC	2921229624	864-940-6705	(803) 743-	Tim Putnam Eric
1466	575	116 DREHER RD PENDLETON	WEST COLUMBIA	SC	2916929670	864-844-3800	(803) 743-	Mark taylor Tim
1466	723	1180 DUTCH FORK ROAD GREENWOOD	IRMO	SC	2906329646	864-993-0761	(803) 743-	Tim Putnam Tyler
1466	841	610 HIGHWAY 1 SOUTH Sioux Falls	LUGOFF SD	57108 SC	29078605-39	Derek Kothe	(803) 743-	Tim Putnam
1466	954	4440 ROSEWOOD DR SIOUX FALLS	COLUMBIA SD	SC 57106	29209605-39	Derek Kothe	(803) 743-	Tim Putnam
1466	103	7840 GARNERS FERRY RD SIOUX FALLS	COLUMBIA SD	SC 57105	29209605-39	Derek Kothe	(803) 743-	Tim Putnam
1466	1108	5212 HIGHWAY 321 SIOUX FALLS	GASTON SD	57103 SC	29053605-39	Derek Kothe	(803) 743-	Tim Putnam
1466	1420	2336 DECKER BLVD SPEARFISH	COLUMBIA SD	SC 57783	29206605-39		(803) 743-5274 Alex	Tim Putnam
1466	222	215 W COLUMBIA AVE ABERDEEN	BATESBURG SD	SC 57401	29006605-37	Timothy Schaeffer	(803)	Tim Putnam
1466	251	2440 AUGUSTA HIGHWAY WATERTOWN	LEXINGTON SD	SC 57201	29072989-28		(803) 743-	Tim Putnam
1466	262	1072 CHESTNUT BROOKINGS	ORANGEBURG SD	SC 57006	29115989-28		(803) 743-	Tim Putnam
1466	271	2916 EMANUEL CHURCH RD MITCHELL	SD WEST COLUMBIA	SC 57301	29170989-28		(803) 743-	Tim Putnam
1466	1601	810 BROAD STREET RAPID CITY	SUMTER SD	57701 SC	29150734-74		(803) 743-	Tim Putnam
1466	2120	2077 WEDGEFIELD RD RAPID CITY	SUMTER SD	57702 SC	29154734-74		(803) 743-	Tim Putnam
1618	416	1932 CHERRY ROAD RAPID CITY	ROCK HILL SD	57701 SC	29732734-74		(617) 733-	Patrick OConnel
1632	**3801**	73 TOWNE DR. SAVANNAH	BLUFFTON TN	38372 SC	29910662-28	Wayne Jenkins	(801)	Josh Hill
1632	**3815**	330 ROBERT SMALLS PKWY ARLINGTON	BEAUFORT TN	SC 38002	29906901-46		(801) 913-1159 Marty	Josh Hill
1741	423	165 MARKET PLACE DR COLLIERVILLE	NORTH AUGUSTA TN	38017 SC	29860901-46		(706) 993-8055 Marty	Mark Jennings
1759	147	1725 W. PALMETTO ST. MEMPHIS	FLORENCE TN	38141 SC	29501901-46		(843) 260-5574 Marty	Otis Kelly

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1759	2~~2219~~	313 2ND LOOP~~MEMPHIS~~	FLORENCE~~TN~~	~~38119~~SC	29506~~901-46~~	(843) 260-5574~~Marty~~	Otis Kelly
1759	3~~2075~~	1150 SOUTH 4TH STREET~~CORDOVA~~	HARTSVILLE~~TN~~	~~38016~~SC	29550~~901-46~~	(843) 260-5574~~Marty~~	Otis Kelly
1759	6~~5018~~	1906 EAST HWY 76~~MEMPHIS~~	MARION~~TN~~	~~38117~~SC	29571~~901-46~~	(843) 260-5574~~Marty~~	Otis Kelly
1759	7~~3390~~	3231 W PALMETTO ST~~MEMPHIS~~	FLORENCE~~TN~~	~~38127~~SC	29501~~901-46~~	(843) 260-5574~~Marty~~	Otis Kelly
1798	~~4290~~	1040 FERNWOOD GLENDALE	SPARTANBURG~~TN~~	~~38122~~SC	29307~~901-46~~	(864) 921-2941~~Marty~~	Andy Hall
1798	2~~4130~~	1635 JOHN B WHITE SR BLVD~~MEMPHIS~~	~~TN~~SPARTANBURG	~~38116~~SC	~~901-461-1831~~	(864) 921-2941~~Marty~~	Andy Hall
1798	3~~3083~~	1411 W FLOYD BAKER BLVD~~MEMPHIS~~	GAFFNEY~~TN~~	SC~~3811~~	29341~~901-46~~	(864) 921-2941~~Marty~~	Andy Hall
1798	4~~5985~~	408 N DUNCAN BYPASS~~BARTLETT~~	UNION~~TN~~	SC~~3813~~	29379~~901-46~~	(864) 921-2941~~Marty~~	Andy Hall
1798	5	~~8257~~11090 ASHEVILLE HIGHWAY~~51~~	~~MILLINGTON~~INMAN	~~TN~~SC	~~3805~~29349	~~901-461-1831~~(864) 921-	Andy Hall~~Marty~~
1798	6~~430~~	558 N MAIN ST~~COVINGTON~~	WOODRUFF~~TN~~	SC~~3801~~	29388~~901-46~~	(864) 921-2941~~Marty~~	Andy Hall
1798	7~~2669~~	1318 WILSON ROAD~~MEMPHIS~~	NEWBERRY~~TN~~	~~38114-4~~	29108~~901-46~~	(864) 921-2941~~Marty~~	Andy Hall
1798	8~~2991~~	233 HILLCREST DR.~~LAKELAND~~	LAURENS~~TN~~	SC~~3800~~	29360~~901-46~~	(864) 921-2941~~Marty~~	Andy Hall
1798	9~~3287~~	242 SPRINGDALE DR~~MEMPHIS~~	CLINTON~~TN~~	SC~~3812~~	29325~~901-46~~	(864) 921-2941~~Marty~~	Andy Hall
1798	10~~21~~	205 CEDAR SPRINGS RD~~MEMPHIS~~	SPARTANBURG~~TN~~	SC~~3810~~	29302~~901-46~~	(864) 921-2941~~Marty~~	Andy Hall
1926	1~~1948~~	599 LANCASTER HWY~~MEMPHIS~~	CHESTER~~TN~~	~~38109~~SC	29706~~901-46~~	(864) 979-4710~~Marty~~	Anthony Randall
1926	2~~6552~~	1137 HIGHWAY 9 BYPASS WEST~~MEMPHIS~~	LANCASTER~~TN~~	SC~~3811~~	29720~~901-46~~	(864) 979-4710~~Marty~~	Anthony Randall
~~0502~~	3~~2350~~	101 SPRATT STREET~~CLEVELAND~~	~~TN~~FORT MILL	SC~~3732~~	~~423-716-5327~~	(864) 979-	Anthony Randall
3031	1~~867~~	1115 CENTRAL AVE~~CLEVELAND~~	SUMMERVILLE~~TN~~	SC~~3731~~	29483~~423-71~~	(734) 818-	Justin Hewett
3077	3237	104 NORTH GEORGETOWN	JOHNSONVILLE~~TN~~	SC~~3733~~	29555~~423-71~~	(904) 860-	Petra Arellano
3217	~~11~~	~~DECHERD~~1 HIGHWAY 9 E	LONGS~~TN~~	~~37324~~SC	29568~~423-71~~	(910) 876-3650	Nathaniel
3217	10~~61~~	117-D RIVERTOWN BLVD~~CLEVELAND~~	CONWAY~~TN~~	SC~~3731~~	29526~~423-71~~	(910) 876-3650	Nathaniel
~~0502~~	12~~15~~	317 RADFORD BLVD~~ATHENS~~	~~TN~~DILLON	SC~~3730~~	~~423-716-5327~~	(910) 876-3650	Nathaniel
~~0502~~	13~~41~~	4684 SOCASTEE BLVD~~KIMBALL~~	MYRTLE BEACH~~TN~~	SC~~3734~~	29588~~423-71~~	(910) 876-3650	Nathaniel
3217	~~606~~	969 S GOVERNOR WILLIAMS	~~TN~~DARLINGTON	SC~~3850~~	~~931-260-8377~~	(910) 876-3650~~Rick~~	Nathaniel Barnes
3217	24~~12~~	3200 HIGHWAY 701 N~~COOKEVILLE~~	LORIS~~TN~~	SC~~3850~~	29569~~931-26~~	(910) 876-3650~~Rick~~	Nathaniel Barnes
3217	25~~52~~	3482 BELLE TERRE BLVD~~SPARTA~~	MYRTLE BEACH~~TN~~	SC~~3858~~	29579~~931-26~~	(910) 876-3650~~Rick~~	Nathaniel Barnes
3275	1~~151~~	975 BACONS BRIDGE RD~~CROSSVILLE~~	SUMMERVILLE~~TN~~	SC~~3855~~	29485~~931-26~~	(704) 904-	Sean Mangan
3275	2~~1132~~	220 RED BANK ROAD~~OAK RIDGE~~	GOOSE CREEK~~TN~~	SC~~3783~~	29445~~931-26~~	(704) 904-	Sean Mangan
3275	~~409 N~~	3720 ASHLEY PHOSPHATE	~~TN~~NORTH CHARLESTON	SC~~3855~~	~~931-261-9543~~	(704) 904-	Sean Mangan
3275	4~~860~~	1367 ASHLEY RIVER~~LIVINGSTON~~	CHARLESTON~~TN~~	SC~~3857~~	29407~~931-26~~	(704) 904-	Sean Mangan
3275	5~~601 N~~	1920 REMOUNT RD~~KINGSTON~~	NORTH CHARLESTON~~TN~~	SC~~3776~~	29406~~931-26~~	(704) 904-	Sean Mangan
3275	8~~151 S~~	2139A MAIN STREET~~HARRIMAN~~	~~TN~~SUMMERVILLE	SC~~3774~~	~~931-261-9543~~	(704) 904-	Sean Mangan
3275	9~~102~~	4450 DORCHESTER RD~~ROCKWOOD~~	NORTH CHARLESTON~~TN~~	SC~~3785~~	29405~~931-26~~	(704) 904-	Sean Mangan
3275	10	~~1728 N LOCUST~~604 ST. JAMES AVE.	GOOSE	~~TN~~SC	29445~~38464~~	~~810-241-5993~~(704) 904-	Sean Mangan~~Victor~~

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Franchise Stores in the USA as of 12/31/2023

3275~~1~~	11~~9~~	102 REMBERT C DENNIS BLVD~~PULASKI~~	MONCKS CORNER~~TN~~	SC~~38478~~	29461	~~Victor Van~~	Sean Mangan
3275~~1~~	12	~~3189~~1324 N. ~~HIGHLAND AVE., STE.~~	WALTERBORO~~JACKSON~~	~~TN~~SC	~~38305~~	~~731-267-5726~~(704) 904-	Sean Mangan~~Kevin~~
3343~~1~~	~~14~~	9616 STATE HWY 78~~LEXINGTON~~	LADSON~~TN~~	SC~~38351~~	29456	(843) 452-2572~~Kevin~~	Tara Vaughn
3348~~1~~	1~~1~~	10469 DUNBARTON BLVD~~JACKSON~~	BARNWELL~~TN~~	SC~~38305~~	29812	(352) 346-6285~~Kevin~~	Vimalbhai Patel
3393~~1~~	~~490~~	1550 RICHLAND AVE WEST~~DYERSBURG~~	AIKEN~~TN~~	~~38024~~SC	29801	(423) 855-8790~~Kevin~~	James Shepherd
3393~~1~~	63~~3~~	1513 WHISKEY RD.~~UNION CITY~~	AIKEN~~TN~~	SC~~38261~~	29803	(423) 855-8790~~Kevin~~	James Shepherd
3409~~1~~	1	~~140~~2801 S ~~DUPREE AVE~~MAIN STREET	~~BROWNSVILLE~~ANDERSON	~~TN~~SC	~~38012~~	~~731-267-5726~~(864) 940-	Eric Gurley~~Kevin~~
3434~~1~~	1~~1~~	7511 HIGHWAY 76 UNIT 100~~MILAN~~	PENDLETON~~TN~~	SC~~38358~~	29670	(864) 844-3800~~Kevin~~	Mark Taylor
3528~~1~~	~~715~~	2308 BYPASS 25 SE~~HENDERSON~~	GREENWOOD~~TN~~	SC~~38340~~	29646	(864) 993-0761~~Kevin~~	Tyler Larkins
3742~~1~~	1	~~742 NEW~~1523 ASHEVILLE HWY~~68~~	~~SWEETWATER~~SPARTANBU	~~TN~~SC	~~37874~~	~~865-405-6373~~(864) 590-	Paul Melotte~~Erwin~~
3753~~1~~	1~~7~~	63 LADYS ISLAND DR~~LENOIR CITY~~	BEAUFORT~~TN~~	SC~~37771~~	29907	~~Erwin Epple~~(843) 344-	MARK HENSLEY
3786~~1~~	1~~4~~	9789 CHARLOTTE HWY~~KNOXVILLE~~	INDIAN LAND~~TN~~	SC~~37921~~	29707	~~Erwin Epple~~(803) 367-	Argus Wiley
1820~~14~~	1~~2~~	1420 NORTH AVENUE~~LA FOLLETTE~~	SPEARFISH~~TN~~	SD~~37766~~	57783	~~Erwin Epple~~(605) 390-	Alex Edwards
1994~~1~~	~~181~~	2001 6TH AVENUE SE~~MURFREESBORO~~	ABERDEEN~~TN~~	SD~~37129~~	57401	(605) 377-	T & M Management
3146~~1~~	1~~2~~	1517 9TH AVE SE~~MURFREESBORO~~	WATERTOWN~~TN~~	SD~~37130~~	57201	(989) 280-	Christine Goike
3146~~1~~	2~~2~~	1007 N MAIN ST~~MURFREESBORO~~	MITCHELL~~TN~~	SD~~37128~~	57301	(989) 280-	Christine Goike
3146~~1~~	~~408~~	2508 WILBERT COURT~~TULLAHOMA~~	BROOKINGS~~TN~~	SD~~37388~~	57006	(989) 280-	Christine Goike
3469~~1~~	4~~5~~	5417 W 41ST STREET~~LEWISBURG~~	SIOUX FALLS~~TN~~	SD~~37091~~	57106	(734) 740-	Mike Littlefield
3469~~1~~	5~~5~~	3221 S. MINNESOTA	SIOUX FALLS~~TN~~	SD~~37110~~	57105	(734) 740-	Mike Littlefield
3469~~1~~	6	~~1205 NORTH MAIN~~1108 EAST 10TH ST~~-~~	~~SHELBYVILLE~~SIOUX FALLS	~~TN~~SD	~~37160~~	~~615-278-0516~~(734) 740-	Mike Littlefield~~Patrick~~
3469~~1~~	7~~1~~	411 W 85th St #411~~MANCHESTER~~	Sioux Falls~~TN~~	SD~~37355~~	~~615-27~~	(734) 740-	Mike Littlefield
3577~~1~~	1	~~2646 SOUTHGATE~~1601 MT RUSHMORE	RAPID	~~TN~~SD	~~37128~~	~~615-278-0516~~(734) 740-	Vincent
3577~~1~~	2~~4~~	2120 W MAIN~~ROGERSVILLE~~	RAPID CITY~~TN~~	SD~~37857~~	~~714-27~~	(734) 740-2044~~Craig~~	Vincent Littlefield
3577~~1~~	3~~1~~	685 N LACROSSE ST~~CLINTON~~	RAPID CITY~~TN~~	SD~~37716~~	~~714-27~~	(734) 740-2044~~Craig~~	Vincent Littlefield
369~~15~~	14~~1~~	1065 WAYNE RD~~NEWPORT~~	SAVANNAH~~TN~~	TN~~37821~~	~~714-27~~	(662) 286-1739~~Craig~~	Adam Jenkins
479~~15~~	**1**~~2~~	5985 STAGE RD~~JOHNSON CITY~~	~~TN~~BARTLETT	~~37601~~TN	38134	(901) 461-1831~~Craig~~	Marty Mathews
479~~15~~	**3**~~1~~	235 NEW BYHALIA RD~~ELIZABETHTON~~	COLLIERVILLE~~TN~~	TN~~37643~~	~~714-27~~	(901) 461-1831~~Craig~~	Marty Mathews
479~~15~~	**7**~~8~~	4730 RIVERDALE ROAD~~KINGSPORT~~	MEMPHIS~~TN~~	TN~~37660~~	~~714-27~~	(901) 461-1831~~Craig~~	Marty Mathews
479~~15~~	**8**~~5~~	2219 RIDGEWAY~~JOHNSON CITY~~	MEMPHIS~~TN~~	TN~~37604~~	~~714-27~~	(901) 461-1831~~Craig~~	Marty Mathews
479~~15~~	**9**~~1~~	2075 N GERMANTOWN	CORDOVA~~TN~~	TN~~37660~~	~~714-27~~	(901) 461-1831~~Craig~~	Marty Mathews
479~~15~~	**10**~~1~~	5018 PARK AVENUE~~BRISTOL~~	MEMPHIS~~TN~~	TN~~37620~~	~~714-27~~	(901) 461-1831~~Craig~~	Marty Mathews
479~~15~~	**11**~~1~~	3390 OVERTON CROSSING~~JOHNSON~~	MEMPHIS~~TN~~	TN~~37601~~	~~714-27~~	(901) 461-1831~~Craig~~	Marty Mathews
479~~15~~	**12**~~1~~	4471 SUMMER AVE~~GREENEVILLE~~	MEMPHIS~~TN~~	TN~~37745~~	~~714-27~~	(901) 461-1831~~Craig~~	Marty Mathews
479~~15~~	~~120~~	4130 ELVIS PRESLEY AVENUE~~ERWIN~~	MEMPHIS~~TN~~	TN~~37650~~	~~714-27~~	(901) 461-1831~~Craig~~	Marty Mathews

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Franchise Stores in the USA as of 12/31/2023

479~~15~~	**14**~~1~~	3083 S PERKINS~~MORRISTOWN~~	MEMPHIS	TN	38118~~37814~~	~~714-270-1389~~(901) 461-	Marty Mathews~~Craig-~~
479~~15~~	**16**~~4~~	8257 HIGHWAY 51~~KINGSPORT~~	MILLINGTON	TN	38053~~37663~~	~~714-270-1389~~(901) 461-	Marty Mathews~~Craig-~~
479~~15~~	**17**~~4~~	430 HIGHWAY 51 SOUTH~~MORRISTOWN~~	COVINGTON	TN	38019~~37813~~	~~714-270-1389~~(901) 461-	Marty Mathews~~Craig-~~
479~~15~~	**18**~~1~~	2669 LAMAR AVENUE~~SEYMOUR~~	MEMPHIS	TN	38114-	~~714-270-1389~~(901) 461-	Marty Mathews~~Craig-~~
479~~15~~	**20**~~5~~	2991 CANADA ROAD~~GREENEVILLE~~	LAKELAND	TN	38002~~37743~~	~~714-270-1389~~(901) 461-	Marty Mathews~~Craig-~~
479~~17~~	**21**~~2~~	3287 AUSTIN PEAY HWY~~MOUNTAIN-~~	MEMPHIS	TN	38128~~37683~~	~~423-946-0088~~(901) 461-	Marty Mathews~~Paige-~~
479~~17~~	**22**~~2~~	2105 UNION AVE~~CLARKSVILLE~~	MEMPHIS	TN	38104~~37042~~	~~270-348-3096~~(901) 461-	Marty Mathews~~Russ-~~
479~~18~~	~~623-~~	1948 S THIRD ST~~WHITE HOUSE~~	MEMPHIS	TN	39109~~37188~~	~~615-349-6086~~(901) 461-	Marty Mathews~~Mark-~~
479~~18~~	**28**~~1~~	5764 AIRLINE RD~~SPRINGFIELD~~	ARLINGTON	TN	38002~~37172~~	~~615-349-6086~~(901) 461-	~~Mark Ross~~Marty
479~~18~~	**30**~~9~~	6552 WINCHESTER RD~~DICKSON~~	MEMPHIS	TN	38115~~37055~~	~~615-349-6086~~(901) 461-	~~Mark Ross~~Marty
502~~18~~	1~~3~~	2350 MCGRADY DR. SE~~NASHVILLE~~	CLEVELAND	TN	37323~~37207~~	~~615-349-6086~~(423) 716-	Nathaniel
502~~18~~	~~237~~	867 KEITH ST.~~NASHVILLE~~	CLEVELAND	TN	37311~~37214~~	~~615-440-8987~~(423) 716-	Nathaniel Napier~~CRAIG~~
502~~18~~	5~~4~~	1229 HUNTSVILLE HWY~~SPRING HILL~~	FAYETTEVILLE	TN	37334~~37174~~	~~615-440-8987~~(423) 716-	Nathaniel
502~~18~~	7~~6~~	615 PAUL HUFF PARKWAY NW~~MOUNT-~~	CLEVELAND	TN	37312~~37122~~	~~615-440-8987~~(423) 716-	Nathaniel
~~1890-0~~	~~148~~	411 KIMBALL CROSSING RD~~OLD HICKORY~~	KIMBALL	TN	37347~~37138~~	~~615-440-8987~~(423) 716-	Nathaniel
~~3028-0~~	~~102~~	1506 DECATUR PIKE~~PARIS~~	ATHENS	TN	37303~~38242~~	~~270-705-2403~~(423) 716-	~~Anthony Jones~~Nathaniel
1172~~30~~	1~~1~~	122 S WILLOW AVE.~~MARTIN~~	COOKEVILLE	TN	38501~~38237~~	~~270-705-2403~~(931) 260-	Rick Waters~~Anthony~~
1172~~3~~	3~~9~~	524 W BOCKMAN WAY~~NEW TAZEWELL~~	SPARTA	TN	38583~~37825~~	~~606-269-7681~~(931) 260-	Rick Waters~~Nathan-~~
1172~~3~~	4~~6~~	606 W MAIN ST~~PINEY FLATS~~	COOKEVILLE	TN	38506~~37686~~	~~423-921-2589~~(931) 260-	Rick Waters~~Stephen-~~
~~3280-0~~	1~~4~~	151 HIGHLAND SQUARE~~GRAY~~	CROSSVILLE	TN	38555~~37615~~	~~423-921-2589~~(931) 261-	Anthony
1180~~3~~	2~~2~~	1132 OAK RIDGE TPKE~~ANTIOCH~~	~~TN~~OAK RIDGE	TN~~37013~~	37830~~901-67~~	(931) 261-	Anthony Carroll
1180~~3~~	3~~1~~	409 N MAIN STREET~~CLARKSVILLE~~	JAMESTOWN~~TN~~	TN~~37042~~	38556~~248-56~~	(931) 261-	Anthony Carroll
1180~~3~~	~~180~~	860 OVERTON PLAZA~~CLARKSVILLE~~	LIVINGSTON~~TN~~	TN~~37043~~	38570~~248-56~~	(931) 261-	Anthony Carroll
1180~~3~~	~~178~~	601 N KENTUCKY ST~~CLARKSVILLE~~	KINGSTON~~TN~~	TN~~37042~~	37763~~248-56~~	(931) 261-	Anthony Carroll
1180~~3~~	6~~7~~	102 SOUTH GATEWAY AVE~~NASHVILLE~~	ROCKWOOD~~TN~~	TN~~37209~~	37854~~281-71~~	(931) 261-9543~~Jimmy~~	Anthony Carroll
1180~~3~~	~~530~~	151 S ROANE ST~~ANTIOCH~~	HARRIMAN~~TN~~	~~37013~~TN	37748~~281-71~~	(931) 261-9543~~Jimmy~~	Anthony Carroll
1204~~3~~	1~~2~~	1728 N LOCUST AVE~~NASHVILLE~~	~~TN~~LAWRENCEBURG	TN~~37217~~	~~281-710-2781~~	(810) 241-5993~~Jimmy~~	Phil VanSlambrouck
1204~~3~~	2~~4~~	902 WEST COLLEGE~~FRANKLIN~~	PULASKI~~TN~~	TN~~37067~~	38478~~281-71~~	(810) 241-5993~~Jimmy~~	Phil VanSlambrouck
1330~~3~~	1~~1~~	3189 N. HIGHLAND AVE., STE. E~~SODDY-~~	JACKSON~~TN~~	TN~~37379~~	~~423-855-8790~~	~~Doug Hall~~(731) 267-	Kevin Colbert
1330~~3~~	2~~3~~	14 SOUTH BROAD~~DAYTON~~	LEXINGTON~~TN~~	TN~~37321~~	38351~~423-85~~	~~Doug Hall~~(731) 267-	Kevin Colbert
1330~~3~~	3~~1~~	1936 N. HIGHLAND~~CHATTANOOGA~~	JACKSON~~TN~~	TN~~37406~~	38305~~423-85~~	~~Doug Hall~~(731) 267-	Kevin Colbert
1330~~3~~	4	~~4632~~490 HIGHWAY ~~58~~51 BYPASS	DYERSBURG~~CHATTANO~~	TN	~~37416~~38024	~~423-855-8790~~(731) 267-	Kevin Colbert~~Doug Hall~~
1330~~3~~	5~~5~~	320 WEST REELFOOT AVENUE~~HIXSON~~	UNION CITY~~TN~~	TN~~37343~~	38261~~423-85~~	~~Doug Hall~~(731) 267-	Kevin Colbert
1330~~3~~	6~~5~~	15307 S FIRST ST~~CHATTANOOGA~~	MILAN~~TN~~	TN~~37405~~	38358~~423-85~~	~~Doug Hall~~(731) 267-	Kevin Colbert

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Franchise Stores in the USA as of 12/31/2023

13303	75	715 E MAIN ST~~CHATTANOOGA~~	HENDERSON	TN	3834037411	~~423-855-8790~~(731) 267-	Kevin Colbert~~Doug~~
13303	83	~~EAST RIDGE~~140 S DUPREE AVE	BROWNSVILLE	TN	3801237412	~~423-855-8790~~(731) 267-	Kevin Colbert~~Doug~~
14003	17	756 HWY 321 N~~CHATTANOOGA~~	LENOIR CITY	TN	3777137421	~~423-855-8790~~(865) 405-	~~Doug Hall~~Robert
14003	29	4434 WESTERN AVE~~OOLTEWAH~~	KNOXVILLE	TN	3792137363	~~423-855-8790~~(865) 405-	~~Doug Hall~~Robert
14003	35	2221 JACKSBORO ROAD~~NASHVILLE~~	LA FOLLETTE	TN	3776637211	~~423-855-8790~~(865) 405-	~~Doug Hall~~Robert
14003~~3~~	400	~~MADISON~~742 NEW HWY 68	SWEETWATER	TN	3787437115	~~423-855-8790~~(865) 405-	~~Doug Hall~~Robert
14083~~3~~	13	~~GALLATIN~~1811 MEMORIAL BLVD.	MURFREESBORO	TN	3712937066	~~423-855-8790~~(615) 278-	Patrick
14083~~3~~	3	2962 S. RUTHERFORD HWY.~~304 S~~	MURFREESBORO~~PORTL~~	TN	3713037148	~~423-855-8790~~(615) 278-	Patrick
14083~~3~~	~~408~~	2932 OLD FORT	MURFREESBORO	TN	3712837075	~~423-855-8790~~(615) 278-	Patrick
14083~~4~~	51	408 JACKSON ST~~MOSHEIM~~	TULLAHOMA	TN	3738837818	~~423-871-0292~~(615) 278-	Patrick
14083	61	542 N ELLINGTON PKWY~~LEBANON~~	LEWISBURG	TN	3709137087	(615~~-785-2622~~) 278-	~~Brian~~Patrick
14083~~5~~	71	568 NORTH CHANCERY	MCMINNVILLE	TN	3711037659	~~423-921-2589~~(615) 278-	Patrick
14083~~5~~	84	1205 NORTH MAIN ST SUITE	SHELBYVILLE	TN	3716037354	~~423-921-2589~~(615) 278-	Patrick
14083~~5~~	91	1250 HILLSBORO BLVD~~ETOWAH~~	MANCHESTER	TN	3735537331	~~423-921-2589~~(615) 278-	Patrick
14083~~5~~	152	2646 SOUTHGATE BLVD~~LOUDON~~	MURFREESBORO	TN	3712837774	~~423-921-2589~~(615) 278-	Patrick
14083	16	~~5760 OLD HICKORY~~11 CHATTIN BLVD	~~HERMITAGE~~DECHERD	TN	~~37076~~37324	(615~~-573-7474~~) 278-	Patrick
15533	13	1115 CHARLES G SEIVERS BLVD~~NASHVILLE~~	CLINTON	TN	3771637216	~~615-573-7474~~(714) 270-	Craig McClure~~Larry~~
15533	22	140 FIVE RIVERS PLAZA WAY~~SMYRNA~~	NEWPORT	TN	3782137167	~~615-573-7474~~(714) 270-	Craig McClure~~Larry~~
15533	35	2708 N ROAN ST~~LA VERGNE~~	JOHNSON CITY	TN	37601-	~~615-573-7474~~(714) 270-	Craig McClure~~Larry~~
15533	44	1801 19 E BYPASS~~GOODLETTSVILLE~~	ELIZABETHTON	TN	3764337072	~~615-573-7474~~(714) 270-	Craig McClure~~Larry~~
15533	53	800 STONEGATE RD.~~NASHVILLE~~	KINGSPORT~~TN~~	TN~~37211~~	37660~~615-57~~	(714) 270-1389~~Larry~~	Craig McClure
15533	61	509 N. STATE OF FRANKLIN~~COLUMBIA~~	JOHNSON CITY~~TN~~	TN~~38401~~	37604~~281-71~~	(714) 270-	Craig McClure
15533	73	1649 E STONE DRIVE~~POWELL~~	KINGSPORT~~TN~~	TN~~37849~~	37660~~423-34~~	(714) 270-1389	Craig McClure
15533	83	1430 VOLUNTEER PARKWAY~~ROCKY TOP~~	BRISTOL~~TN~~	TN~~37769~~	37620~~423-34~~	(714) 270-1389	Craig McClure
15533	91	1920 SOUTH ROAN STREET~~DUNLAP~~	JOHNSON CITY~~TN~~	TN~~37327~~	37601~~423-34~~	(714) 270-1389	Craig McClure
15533	113	1440 EAST ANDREW JOHNSON	GREENEVILLE~~TN~~	TN~~37863~~	37745~~423-34~~	(714) 270-1389	Craig McClure
15533	121	1203 1/2 N MAIN AVE~~ONEIDA~~	ERWIN~~TN~~	TN~~37841~~	37650~~423-34~~	(714) 270-1389	Craig McClure
15533	14	1972 W. ANDREW JOHNSON~~2945~~	MORRISTOWN~~MAYNARD~~	TN	3781437807	~~423-349-6204~~(714) 270-	Craig McClure
15533	154	4128 FORT HENRY DR., STE B~~KNOXVILLE~~	KINGSPORT~~TN~~	TN~~37923~~	37663~~828-40~~	~~Todd Blevins~~(714) 270-	Craig McClure
15533	167	468 CROCKETT TRACE DR UNIT	MORRISTOWN~~TN~~	~~37920-668~~	37813~~828-40~~	~~Todd Blevins~~(714) 270-	Craig McClure
15533	227	11212 CHAPMAN HIGHWAY~~KNOXVILLE~~	SEYMOUR~~TN~~	TN~~37919~~	37865~~828-40~~	~~Todd Blevins~~(714) 270-	Craig McClure
15533	301	4310 HIGHWAY 66~~JEFFERSON CITY~~	ROGERSVILLE~~TN~~	TN~~37760~~	37857~~828-40~~	~~Todd Blevins~~(714) 270-	Craig McClure
15533	317	519 ASHEVILLE HWY~~KNOXVILLE~~	GREENEVILLE~~TN~~	TN~~37918~~	37743~~828-40~~	~~Todd Blevins~~(714) 270-	Craig McClure
17083	31	266 S SHADY ST~~MARYVILLE~~	MOUNTAIN CITY~~TN~~	TN~~37801~~	37683~~828-40~~	~~Todd Blevins~~(423) 946-	Paige Tyree

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1760~~3~~	~~475~~	2867 FT. CAMPBELL BLVD~~SEVIERVILLE~~	CLARKSVILLE	TN	37042	~~828-400-2151~~(270) 348-	Russ Guffey~~Todd~~
1815~~3~~	~~432~~	623 HIGHWAY 76~~KNOXVILLE~~	WHITE HOUSE	TN	37188	~~828-400-2151~~(615) 349-	Mark Ross~~Todd~~
1815~~3~~	2~~4~~	1507 MEMORIAL BLVD~~KNOXVILLE~~	SPRINGFIELD	TN	37172	~~828-400-2151~~(615) 349-	~~Todd Blevins~~Mark
1815~~3~~	4~~5~~	97 MATHIS DR~~KNOXVILLE~~	DICKSON	TN	37055	~~828-400-2151~~(615) 349-	~~Todd Blevins~~Mark
1815~~3~~	5~~2~~	3134 DICKERSON PIKE~~KNOXVILLE~~	NASHVILLE	TN	37207	~~828-400-2151~~(615) 349-	~~Todd Blevins~~Mark
1890~~01~~	~~314~~	4886 PORT ROYAL RD SUITE 170~~WICHITA~~	SPRING HILL~~TX~~	~~76301-182~~	37174	(615) 440-8987	CRAIG Buck
1890~~01~~	3~~4~~	630 S MT JULIET RD SUITE 200~~WICHITA~~	MOUNT JULIET~~TX~~	~~76308-336~~	37122	(615) 440-8987	CRAIG Buck
1890~~01~~	4	~~2802 THOUSAND OAKS~~14819 LEBANON	~~SAN ANTONIO~~OLD	~~TX~~TN	~~78232~~	~~210-867-3307~~(615) 440-	CRAIG Buck~~Darrel~~
3028~~01~~	1	~~11547 WEST~~1025 MINERAL WELLS AVE	PARIS~~SAN ANTONIO~~	~~TX~~TN	~~78213~~	~~210-867-3307~~(270) 705-	Anthony
3028~~01~~	2~~5~~	126 COMMONS DR~~SAN ANTONIO~~	MARTIN~~TX~~	TN~~78218~~	38237	(270) 705-2403~~Darrel~~	Anthony Jones
3130~~01~~	1~~4~~	912 MAIN ST~~SAN ANTONIO~~	NEW TAZEWELL~~TX~~	TN~~78212~~	37825	(606) 269-7681~~Darrel~~	Nathan Gilliam
3280~~01~~	1~~9~~	6721 BRISTOL HWY~~UNIVERSAL CITY~~	PINEY FLATS~~TX~~	TN~~78148~~	37686	(423) 921-2589~~Darrel~~	Tonya Hayworth
3280~~01~~	2~~1~~	405 ROY MARTIN RD~~SAN ANTONIO~~	GRAY~~TX~~	TN~~78228~~	37615	(423) 921-2589~~Darrel~~	Tonya Hayworth
3358~~01~~	1~~1~~	2205 HOBSON PIKE~~SAN ANTONIO~~	ANTIOCH~~TX~~	~~78230~~TN	37013	(901) 674-9632~~Darrel~~	Azman Chagani
3359~~01~~	1	~~8102 TEZEL~~1780 TINY TOWN ROAD	CLARKSVILLE~~SAN~~	~~TX~~TN	37042	~~210-867-3307~~(248) 568-	Dennis
3359~~01~~	2~~9~~	1807 MADISON STREET~~SAN ANTONIO~~	CLARKSVILLE~~TX~~	TN~~78251~~	37043	(248) 568-5711~~Darrel~~	Dennis McMillan
3359~~01~~	3~~8~~	1636 FORT CAMPBELL BLVD~~SAN~~	CLARKSVILLE~~TX~~	TN~~78227~~	37042	(248) 568-5711~~Darrel~~	Dennis McMillan
3375~~01~~	~~917~~	7090 CHARLOTTE PIKE~~SAN ANTONIO~~	NASHVILLE~~TX~~	TN~~78220~~	37209	(281) 710-2781~~Darrel~~	Jimmy Singh
3375~~01~~	4~~3~~	2268 MURFREESBORO PIKE RD~~SAN~~	NASHVILLE~~TX~~	~~78223~~TN	37217	(281) 710-2781~~Darrel~~	Jimmy Singh
3375~~01~~	5	~~6020 OLD PEARSALL~~5305 MOUNT VIEW	ANTIOCH~~SAN ANTONIO~~	~~TX~~TN	~~78242~~	~~210-867-3307~~(281) 710-	Jimmy Singh~~Darrel~~
3375~~01~~	6~~4~~	4091 MALLORY LANE SUITE 115~~SAN~~	FRANKLIN~~TX~~	TN~~78221~~	37067	(281) 710-2781~~Darrel~~	Jimmy Singh
3393~~01~~	1~~1~~	3728 RINGGOLD ROAD~~AMARILLO~~	~~TX~~EAST RIDGE	TN~~79107~~	37412	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	2~~5~~	5510 HWY 153~~AUSTIN~~	HIXSON~~TX~~	TN~~78745~~	37343	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	3~~3~~	9231 LEE HIGHWAY~~SAN ANTONIO~~	OOLTEWAH~~TX~~	TN~~78235~~	37363	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	4~~5~~	7601 E. BRAINERD ROAD~~SAN ANTONIO~~	CHATTANOOGA~~TX~~	TN~~78240~~	37421	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	6~~4~~	10161 DAYTON PIKE~~AUSTIN~~	SODDY DAISY~~TX~~	TN~~78741~~	37379	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	9~~2~~	3035 RHEA COUNTY HWY~~SAN ANTONIO~~	DAYTON~~TX~~	TN~~78201~~	37321	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	10~~1~~	531 SIGNAL MOUNTAIN RD~~SAN~~	CHATTANOOGA~~TX~~	TN~~78237~~	37405	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	13~~7~~	5730 BRAINERD RD~~SAN ANTONIO~~	CHATTANOOGA~~TX~~	TN~~78227~~	37411	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	14~~4~~	1420 DODSON AVE~~SAN ANTONIO~~	CHATTANOOGA~~TX~~	TN~~78238~~	37406	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	17~~3~~	4632 HIGHWAY 58~~SCHERTZ~~	CHATTANOOGA~~TX~~	TN~~78154~~	~~210-86~~	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	68~~6~~	335 WEST MAIN STREET~~SAN ANTONIO~~	GALLATIN~~TX~~	TN~~78244~~	37066	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	69~~1~~	400 GALLATIN PIKE NORTH~~SAN~~	MADISON~~TX~~	TN~~78218~~	37115	(423) 855-8790~~Darrel~~	James Shepherd
3393~~01~~	70~~1~~	408 W. MAIN ST.~~SAN ANTONIO~~	HENDERSONVILLE~~TX~~	TN~~78258~~	37075	(423) 855-8790~~Darrel~~	James Shepherd

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

339301	712	304 S BROADWAY~~SPRING BRANCH~~	PORTLAND~~TX~~	TN~~78070~~	37148~~210-86~~	(423) 855-8790~~Darrel~~	James Shepherd
339301	729	5761 NOLENSVILLE PIKE~~SAN ANTONIO~~	NASHVILLE~~TX~~	TN~~78251~~	37211~~210-86~~	(423) 855-8790~~Darrel~~	James Shepherd
343801	12	1342 W. MAIN STREET~~SAN ANTONIO~~	~~TX~~LEBANON	TN~~78207~~	37087~~210-86~~	(615) 785-2622~~Darrel~~	Brian McMillan
~~0164-0~~	16	1000 W JACKSON BLVD~~SAN ANTONIO~~	JONESBOROUGH~~TX~~	~~78202~~	37659~~210-86~~	(423) 921-2589~~Darrel~~	Tonya Hayworth
~~0164-0~~	21	4123 HIGHWAY 411~~PFLUGERVILLE~~	MADISONVILLE~~TX~~	TN~~78660~~	37354~~210-86~~	(423) 921-2589~~Darrel~~	Tonya Hayworth
~~0164-0~~	~~361~~	1204 HWY 411 N~~SAN ANTONIO~~	ETOWAH~~TX~~	TN~~78211~~	37331~~210-86~~	(423) 921-2589~~Darrel~~	Tonya Hayworth
~~0164-0~~	~~823~~	2789 HIGHWAY 72 N SUITE C~~SAN ANTONIO~~	LOUDON~~TX~~	~~78209~~TN	37774~~210-86~~	(423) 921-2589~~Darrel~~	Tonya Hayworth
352601	12	3973 NOLENSVILLE PIKE~~SAN ANTONIO~~	NASHVILLE~~TX~~	TN~~78224~~	37211~~210-86~~	~~Darrel Davis~~(615) 573-	Larry Jordan
352601	23	480 LONG HOLLOW PIKE SUITE	GOODLETTSVILLE~~TX~~	TN~~79109~~	37072~~210-86~~	~~Darrel Davis~~(615) 573-	Larry Jordan
352601	31	5116 MURFREESBORO RD~~SAN ANTONIO~~	LA VERGNE~~TX~~	TN~~78217~~	37086~~210-86~~	~~Darrel Davis~~(615) 573-	Larry Jordan
352601	~~952~~	211 SOUTH LOWRY STREET~~SAN ANTONIO~~	SMYRNA~~TX~~	~~78224~~TN	37167~~210-86~~	~~Darrel Davis~~(615) 573-	Larry Jordan
352601	52	5760 OLD HICKORY BLVD~~SAN ANTONIO~~	~~TX~~HERMITAGE	TN~~78258~~	~~210-867-3307~~	~~Darrel Davis~~(615) 573-	Larry Jordan
352601	~~341~~	3304 GALLATIN PIKE RD.~~SAN ANTONIO~~	NASHVILLE~~TX~~	TN~~78227~~	37216~~210-86~~	~~Darrel Davis~~(615) 573-	Larry Jordan
353002	12	1202 S JAMES CAMPBELL BLVD~~COLLEGE~~	~~TX~~COLUMBIA	TN~~77840~~	38401~~979-22~~	(281) 710-2781	Jasmine Sandhu
362602	12	3563 W EMORY RD~~BRYAN~~	POWELL~~TX~~	TN~~77808~~	37849~~979-22~~	(423) 349-6204	Craig McClure
362605	32	19510 ALBERTA STREET~~BELTON~~	ONEIDA~~TX~~	TN~~76513~~	37841~~254-76~~	(423) 349-	Craig McClure
362605	~~502~~	2945 MAYNARDVILLE HWY~~HARKER~~	~~TX~~MAYNARDVILLE	TN~~76548~~	~~254-760-7125~~	(423) 349-	Craig McClure
362605	62	301 NORRIS FWY~~COPPERAS COVE~~	ROCKY TOP~~TX~~	TN~~76522~~	37769~~254-76~~	(423) 349-	Craig McClure
362605	73	15203 RANKIN AVE~~KILLEEN~~	DUNLAP~~TX~~	TN~~76543~~	37327~~254-76~~	(423) 349-	Craig McClure
362605	89	3974 PARKWAY~~KILLEEN~~	PIGEON FORGE~~TX~~	TN~~76541~~	37863~~254-76~~	(423) 349-	Craig McClure
369705	**14**	442 N. CEDAR BLUFF ROAD~~KILLEEN~~	KNOXVILLE~~TX~~	TN~~76542~~	37923~~254-76~~	(828) 400-	Laneal Vaughn
369705	**21**	7116 MAYNARDVILLE PIKE~~TEMPLE~~	KNOXVILLE~~TX~~	TN~~76504~~	37918~~254-76~~	(828) 400-	Laneal Vaughn
369705	**33**	10645 HARDIN VALLEY RD~~TEMPLE~~	KNOXVILLE~~TX~~	TN~~76502~~	~~254-760-7125~~	(828) 400-	Laneal Vaughn
369705	**42**	7335 CHAPMAN HIGHWAY~~KILLEEN~~	KNOXVILLE~~TX~~	TN~~76549~~	~~254-760-7125~~	(828) 400-	Laneal Vaughn
369705	**56**	1741 WEST BROADWAY~~TEMPLE~~	MARYVILLE~~TX~~	TN~~76502~~	37801~~254-76~~	(828) 400-	Laneal Vaughn
369706	**64**	475 FORKS-OF-THE-RIVER	SEVIERVILLE~~TX~~	TN~~78028~~	37862~~830-73~~	(828) 400-2151	Laneal Vaughn
369706	**71**	113 W. BROADWAY~~UVALDE~~	JEFFERSON CITY~~TX~~	TN~~78801~~	37760~~830-73~~	(828) 400-2151	Laneal Vaughn
369706	~~219~~	4748 CENTER LINE DRIVE~~BOERNE~~	KNOXVILLE~~TX~~	~~78006~~TN	37917~~830-73~~	(828) 400-2151	Laneal Vaughn
36971	~~225~~	2800 MAGNOLIA AVENUE~~HEWITT~~	KNOXVILLE~~TX~~	~~76643~~TN	37914~~254-70~~	(828) 400-2151~~Leni~~	Laneal Vaughn
36971	**101**	7044 KINGSTON PIKE~~BELLMEAD~~	KNOXVILLE~~TX~~	TN~~76705~~	37919~~254-70~~	(828) 400-2151~~Leni~~	Laneal Vaughn
36971	**111**	5400 CLINTON HWY SUITE 108~~WACO~~	KNOXVILLE~~TX~~	TN~~76711~~	37912~~254-70~~	(828) 400-2151~~Leni~~	Laneal Vaughn
37821	11	1930 HUNTERS POINT PIKE~~WACO~~	LEBANON~~TX~~	TN~~76710~~	~~254-709-3068~~	(731) 313-0747~~Leni~~	Shireen Amiraly
~~1071-0~~	16	10025 LONESOME PINE TRAIL~~BEAUMONT~~	MOSHEIM~~TX~~	TN~~77706~~	37818~~409-78~~	~~Daniel Davis~~(865) 440-	Pankaj Patel
~~1071-0~~	22	2802 THOUSAND OAKS ROAD~~PORT~~	~~TX~~SAN ANTONIO	TX~~77642~~	~~409-781-3415~~	(210) 867-3307	~~Daniel~~Darrel Davis

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~
Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

~~1071~~	~~3866~~	11547 WEST AVE~~VIDOR~~	SAN ANTONIO	TX	78213~~77662~~	~~409-781-3415~~(210) 867-	~~Daniel~~Darrel Davis
~~1071~~	~~4648~~	5580 WALZEM RD~~BEAUMONT~~	SAN ANTONIO	TX	78218~~77708~~	~~409-781-3415~~(210) 867-	~~Daniel~~Darrel Davis
~~1071~~	~~6242~~	4431 BLANCO~~ORANGE~~	SAN ANTONIO	TX	78212~~77630~~	~~409-781-3415~~(210) 867-	~~Daniel~~Darrel Davis
~~1071~~	~~8837~~	902 KITTY HAWK~~LUMBERTON~~	UNIVERSAL CITY	TX	78148~~77657~~	~~409-781-3415~~(210) 867-	~~Daniel~~Darrel Davis
~~1071~~	~~9102~~	1603 BANDERA ROAD~~NEDERLAND~~	SAN ANTONIO	TX	78228~~77627~~	~~409-781-3415~~(210) 867-	~~Daniel~~Darrel Davis
164~~1~~	~~23~~	10918 WURZBACH ROAD	SAN ~~ANGELO~~ANTONIO	TX	~~76903~~78230	~~325-374-6644~~(210) 867-	Darrel Davis~~Larry~~
164~~1~~	12	8102 TEZEL ROAD~~ABILENE~~	SAN ANTONIO	TX	78250~~79603~~	~~325-374-6644~~(210) 867-	Darrel Davis~~Larry~~
164~~1~~	13	9257 CULEBRA~~ABILENE~~	SAN ANTONIO	TX	78251~~79605~~	~~325-374-6644~~(210) 867-	Darrel Davis~~Larry~~
164~~1~~	~~55~~	8733 MARBACH RD.~~BROWNWOOD~~	SAN ANTONIO	TX	78227~~76801~~	~~325-374-6644~~(210) 867-	Darrel Davis~~Larry~~
164~~1~~	19	~~4102 BUFFALO GAP~~917 SOUTH W. W.	SAN ANTONIO~~ABILENE~~	TX	78220~~79605~~	~~325-374-6644~~(210) 867-	Darrel Davis~~Larry~~
164~~1~~	20	3514 S NEW BRAUNFELS AVE	SAN ~~ANGELO~~ANTONIO	TX	~~76904~~78223	~~325-374-6644~~(210) 867-	Darrel Davis~~Larry~~
164~~1~~	~~15~~	6020 OLD PEARSALL ROAD	SAN ~~ANGELO~~ANTONIO	TX	~~76903~~78242	~~325-374-6644~~(210) 867-	Darrel Davis~~Larry~~
164~~1~~	22	438 SW MILITARY DRIVE~~ABILENE~~	SAN ANTONIO	TX	78221~~79601~~	~~325-374-6644~~(210) 867-	Darrel Davis~~Larry~~
164~~1~~	24	1401 E AMARILLO BLVD~~LA PORTE~~	AMARILLO	TX	79107~~77571~~	~~281-705-0133~~(210) 867-	Darrel
164~~1~~	26	512 W. STASSNEY~~FARMERS BRANCH~~	AUSTIN	TX	78745~~75234~~	~~214-636-0988~~(210) 867-	Darrel Davis~~Erie~~
164~~1~~	~~62~~	3130 SE MILITARY DRIVE~~FT WORTH~~	SAN ANTONIO	TX	78235~~76133~~	~~214-636-0988~~(210) 867-	Darrel Davis~~Erie~~
164~~1~~	36	5869 BABCOCK~~FT WORTH~~	SAN ANTONIO	TX	78240~~76114~~	~~214-636-0988~~(210) 867-	Darrel Davis~~Erie~~
164~~1~~	38	4410 E RIVERSIDE DR~~CARROLLTON~~	AUSTIN	TX	78741~~75007~~	~~214-636-0988~~(210) 867-	Darrel Davis~~Erie~~
164~~1~~	39	2002 FREDERICKSBURG RD~~SEAGOVILLE~~	SAN ANTONIO	TX	78201~~75159~~	~~214-636-0988~~(210) 867-	Darrel Davis~~Erie~~
164~~1~~	~~12~~	1015 S GENERAL MCMULLEN	SAN ANTONIO	TX	78237~~75041~~	~~214-636-0988~~(210) 867-	Darrel Davis~~Erie~~
164~~1~~	44	7470 MILITARY DR W~~DALLAS~~	SAN ANTONIO~~TX~~	TX~~75229~~	78227~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	45	4319 CALLAGHAN RD~~DALLAS~~	SAN ANTONIO~~TX~~	TX~~75231~~	78238~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	49	3821 ROY RICHARD DR~~CARROLLTON~~	SCHERTZ~~TX~~	TX~~75007~~	78154~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	~~14~~	6612 FM 78~~TERRELL~~	SAN ANTONIO~~TX~~	~~75160~~TX	78244~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	54	1534 AUSTIN HWY STE 101~~GARLAND~~	SAN ANTONIO~~TX~~	TX~~75040~~	78218~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	55	19202 STONE OAK PARKWAY~~MESQUITE~~	SAN ANTONIO~~TX~~	TX~~75150~~	78258~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	56	286 SINGING OAKS~~MESQUITE~~	SPRING BRANCH~~TX~~	TX~~75150~~	78070~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	57	9827 POTRANCO RD~~DALLAS~~	SAN ANTONIO~~TX~~	TX~~75227~~	78251~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	58	207 S ZARZAMORA ST~~DALLAS~~	SAN ANTONIO~~TX~~	TX~~75217~~	78207~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	60	601 N. NEW BRAUNFELS~~DALLAS~~	SAN ANTONIO~~TX~~	TX~~75224~~	~~214-636-0988~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	~~61~~	1912 WEST PECAN~~GREENVILLE~~	PFLUGERVILLE~~TX~~	~~75402~~TX	78660~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	63	2525 NOGALITOS~~FORT WORTH~~	SAN ANTONIO~~TX~~	TX~~76123~~	78211~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis
164~~1~~	65	~~6018~~8238 BROADWAY~~BLVD~~	~~GARLAND~~SAN ANTONIO	TX	~~75043~~78209	~~214-636-0988~~(210) 867-	Darrel Davis~~Erie~~
164~~1~~	67	2716 SW MILITARY~~ARLINGTON~~	SAN ANTONIO~~TX~~	TX~~76010~~	78224~~214-63~~	(210) 867-3307~~Erie~~	Darrel Davis

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~
Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

~~Exhibit F~~
~~EXHIBIT F~~

Franchise Stores in the USA as of 12/31/2023

164~~13~~	68~~4~~	3400 BELL STREET~~GRAND PRAIRIE~~	AMARILLO	TX	79109	~~214-636-0988~~(210) 867-	Darrel Davis~~Eric~~
164~~13~~	69~~7~~	13905 NACOGDOCHES~~GUN BARREL CITY~~	SAN ANTONIO	TX	78217	~~214-636-0988~~(210) 867-	Darrel Davis~~Eric~~
164~~13~~	70	~~11500 JUPITER~~9527 PALO ALTO RD ~~SUITE~~	SAN ANTONIO~~DALLAS~~	TX	~~75218~~	~~214-636-0988~~(210) 867-	Darrel Davis~~Eric~~
164~~13~~	71~~2~~	341 VALLEY HI #101~~MESQUITE~~	SAN ANTONIO	TX	78227	~~214-636-0988~~(210) 867-	Darrel Davis~~Eric~~
164~~13~~	72~~1~~	21038 US HIGHWAY 281~~FRISCO~~	SAN ANTONIO	TX	78258	~~214-636-0988~~(210) 867-	Darrel Davis~~Eric~~
298~~13~~	6~~8~~	2501 TEXAS AVE SOUTH~~ALLEN~~	COLLEGE STATION	TX	77840	~~214-636-0988~~(979) 229-	Phil Trapani~~Eric~~
298~~13~~	11~~8~~	2290 BOONEVILLE ROAD~~ROWLETT~~	BRYAN	TX	77808	~~214-636-0988~~(979) 229-	Phil Trapani~~Eric~~
519~~13~~	2~~9~~	2411 NORTH MAIN~~DALLAS~~	BELTON	TX	76513	~~214-636-0988~~(254) 760-	Darrell
~~1325-0~~	3~~1~~	502-B INDIAN TRAIL~~SAN MARCOS~~	HARKER HEIGHTS	TX	76548	~~832-248-9691~~(254) 760-	Darrell
~~1325-0~~	4~~7~~	2124 E BUSINESS 190~~CIBOLO~~	COPPERAS COVE	TX	76522	~~832-248-9691~~(254) 760-	Darrell
~~1325-0~~	~~150~~	3301 RANCIER SUITE G105~~SEGUIN~~	KILLEEN	TX	76543	~~832-248-9691~~(254) 760-	Darrell
~~1325-0~~	~~102~~	902 W CENTRAL TEXAS EXPY~~SAN~~	KILLEEN	TX	76541	~~832-248-9691~~(254) 760-	Darrell
~~1325-0~~	7~~1~~	4008 STAN SCHLUETER LOOP #114~~NEW~~	KILLEEN	TX	76542	~~832-248-9691~~(254) 760-	Darrell
~~1325-0~~	9~~5~~	104 N. 27TH STREET~~KYLE~~	TEMPLE	TX	76504	~~832-248-9691~~(254) 760-	Darrell
519~~13~~	11~~1~~	3620 S 31ST STREET~~RICHARDSON~~	TEMPLE	TX	76502	~~817-291-9368~~(254) 760-	Darrell
519~~13~~	12~~6~~	6102 W ADAMS AVE SUITE A~~WATAUGA~~	TEMPLE	TX	76502	~~817-291-9368~~(254) 760-	Darrell
519~~13~~	13	2408 CLEAR CREEK RD, SUITE 107~~1110~~	KILLEEN~~ARLINGTON~~	TX	76549	~~817-291-9368~~(254) 760-	Darrell
640~~13~~	~~285~~	1008 GARNER FIELD RD~~BEDFORD~~	UVALDE	TX	78801	~~817-291-9368~~(830) 739-	Randall
1028~~1~~	1	~~1201~~225 N~~. MAIN STREET~~ HEWITT DR	HEWITT~~EULESS~~	TX	76643	~~817-291-9368~~(254) 709-	Leni
1028~~1~~	2~~1~~	1517 INTERSTATE 35 N~~RICHARDSON~~	BELLMEAD	TX	76705	~~817-291-9368~~(254) 709-	Leni
1028~~1~~	3~~5~~	1320 S VALLEY MILLS~~HALTOM CITY~~	WACO~~TX~~	TX~~76137~~	76711	(254) 709-3068~~Gayle~~	Leni Nicolich
1028~~1~~	4~~8~~	1412 N VALLEY MILLS DR~~KELLER~~	WACO~~TX~~	TX~~76244~~	76710	(254) 709-3068~~Gayle~~	Leni Nicolich
1184~~13~~	1	~~601~~2315 N ~~SAGINAW~~BRYANT BLVD~~.~~	~~SAGINAW~~SAN ANGELO	TX	~~76179~~	~~817-291-9368~~(325) 374-	Larry Coon~~Gayle~~
1184~~13~~	3~~1~~	1200 N. MOCKINGBIRD~~ARLINGTON~~	ABILENE~~TX~~	TX~~76011~~	79603	~~Gayle Meadows~~(325)	Larry Coon
1184~~13~~	4~~2~~	4653 SOUTH 14TH STREET~~FORT WORTH~~	ABILENE~~TX~~	TX~~76118~~	79605	~~Gayle Meadows~~(325)	Larry Coon
1184~~13~~	5~~7~~	559 WEST COMMERCE ST.~~HURST~~	BROWNWOOD~~TX~~	TX~~76053~~	76801	~~Gayle Meadows~~(325)	Larry Coon
1184~~1~~	6~~9~~	4102 BUFFALO GAP ROAD~~DESOTO~~	~~TX~~ABILENE	TX~~75115~~	~~469-26~~	(325) 374-	Larry Coon
1184~~1~~	7	1823 KNICKERBOCKER RD~~2580 CAMP~~	SAN ANGELO~~GRAND~~	TX	~~75052~~	~~469-261-7874~~(325) 374-	Larry
1184~~1~~	8~~6~~	1121 N JUDGE ELY BLVD~~CEDAR HILL~~	ABILENE~~TX~~	TX~~75104~~	79601	(325) 374-	Larry Coon
1184~~1~~	10	~~4146~~1541 S ~~CARRIER PKWY~~BELL ST	SAN ANGELO~~GRAND~~	TX	~~75052~~	~~469-261-7874~~(325) 374-	Larry
1281~~1~~	1~~1~~	9615 SPENCER HIGHWAY~~DESOTO~~	LA PORTE~~TX~~	TX~~75115~~	77571	(281) 705-	Marion Brandt
1309~~1~~	~~661~~	2926 VALLEY VIEW LN~~MIDLOTHIAN~~	FARMERS BRANCH~~TX~~	TX~~76065~~	75234	(214) 636-	Eric Sorensen
1309~~1~~	2~~2~~	6221 MCCART AVE~~DUNCANVILLE~~	FORT WORTH~~TX~~	TX~~75116~~	76133	(214) 636-	Eric Sorensen
1309~~1~~	~~508~~	4729 RIVER OAKS~~WAXAHACHIE~~	FT WORTH~~TX~~	TX~~75165~~	76114	(214) 636-	Eric Sorensen

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~
Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1309~~1~~	~~306~~	3044 OLD DENTON RD~~ALVARADO~~	CARROLLTON		TX	75007	~~469-261-7874~~(214) 636-	Eric
1309~~1~~	5~~1~~	904A NORTH US HIGHWAY 175~~RED OAK~~	SEAGOVILLE		TX	75159	~~469-261-7874~~(214) 636-	Eric
1309~~1~~	8~~1~~	1250-J NORTHWEST HWY~~ROSENBERG~~	GARLAND		TX	75041	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	9~~6~~	10909 WEBB CHAPEL RD #207~~HOUSTON~~	DALLAS		TX	75229	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	10~~1~~	6751 ABRAMS ROAD #122~~ANGLETON~~	DALLAS		TX	75231	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	11~~1~~	2515 E ROSEMEADE PKWY~~CLUTE~~	CARROLLTON		TX	75007	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	12	~~2806 61ST~~1446 WEST MOORE STREET	~~GALVESTON~~TERRELL		TX	~~77551~~	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	~~171~~	1835 N. GARLAND ROAD~~HOUSTON~~	GARLAND		TX	75040	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	14~~1~~	3300 N. GALLOWAY~~KATY~~	MESQUITE		TX	75150	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	15~~1~~	4555 GUS THOMASSON RD~~FREEPORT~~	MESQUITE		TX	75150	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	16~~9~~	2723 S BUCKNER~~TEXAS CITY~~	DALLAS		TX	75227	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	17~~7~~	10325 LAKE JUNE RD~~ALVIN~~	DALLAS		TX	75217	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	18~~1~~	2231 WEST LEDBETTER DR~~FRESNO~~	DALLAS		TX	75224	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	19	~~2516 7TH~~6103 WESLEY STREET	~~BAY CITY~~GREENVILLE		TX	~~77414~~	~~713-817-5649~~(214) 636-	Eric
1309~~1~~	20~~1~~	8615 S HULEN ST~~NACOGDOCHES~~	FORT WORTH		TX	76123	(214~~-300-5387~~) 636-	Eric
1309~~1~~	21~~3~~	6018 BROADWAY BLVD~~TEXARKANA~~	GARLAND		TX	75043	(214~~-300-5387~~) 636-	Eric
1309~~1~~	22~~4~~	1250 E. PIONEER PKWY.~~TEXARKANA~~	ARLINGTON		TX	76010	(214~~-300-5387~~) 636-	Eric
1309~~1~~	23~~2~~	419 E PIONEER PKWY SUITE A~~PARIS~~	GRAND PRAIRIE		TX	75051	(214~~-300-5387~~) 636-	Eric
1309~~1~~	24~~6~~	704 WEST MAIN ST~~SULPHUR SPRINGS~~	GUN BARREL CITY		TX	75156	(214~~-300-5387~~) 636-	Eric
1309~~1~~	25~~1~~	11500 JUPITER RD SUITE 102~~BRENHAM~~	DALLAS		TX	75218	(214~~-300-5387~~) 636-	Eric
1309~~1~~	26~~8~~	8405 LAKEVIEW PKWY~~CORSICANA~~	ROWLETT~~TX~~	TX~~75110~~		75088	(214~~-300-5387~~) 636-	Eric
1309~~1~~	28~~8~~	2585 FAITHON P LUCAS SR BLVD~~BRYAN~~	MESQUITE~~TX~~	TX~~77802~~		75181	(214) 636-0988~~Irfaan~~	Eric Sorensen
1309~~1~~	30~~1~~	806 S. ALLEN HEIGHTS~~MARSHALL~~	ALLEN~~TX~~	TX~~75670~~		75002	(214) 636-0988~~Irfaan~~	Eric Sorensen
1309~~1~~	31~~1~~	10990 ROLATER RD~~COLLEGE STATION~~	FRISCO~~TX~~	TX~~77845~~		75035	(214) 636-0988~~Irfaan~~	Eric Sorensen
1309~~1~~	32~~1~~	9667 WEBB CHAPEL RD~~JACKSONVILLE~~	DALLAS~~TX~~	TX~~75766~~		75220	(214) 636-0988~~Irfaan~~	Eric Sorensen
1309~~1~~	33~~5~~	1904 E BELTLINE RD~~SAN ANTONIO~~	~~TX~~CARROLLTON	TX~~78249~~		~~210-38~~	(214) 636-0988~~Sunny~~	Eric Sorensen
1359~~1~~	2~~3~~	6801 RUFE SNOW DR.~~SAN ANTONIO~~	WATAUGA~~TX~~	TX~~78253~~		~~210-38~~	(817) 291-9368~~Sunny~~	Gayle Meadows
1359~~1~~	4~~1~~	2857 CENTRAL DRIVE~~SAN ANTONIO~~	BEDFORD~~TX~~	TX~~78259~~		76021	(817) 291-9368~~Sunny~~	Gayle Meadows
1359~~1~~	5~~9~~	1201 N. MAIN STREET~~CONVERSE~~	EULESS~~TX~~	TX~~78109~~		76039	(817) 291-9368~~Sunny~~	Gayle Meadows
1359~~1~~	8~~7~~	5000 WESTERN CENTER BLVD.~~LIVE OAK~~	HALTOM CITY~~TX~~	TX~~78233~~		76137	(817) 291-9368~~Sunny~~	Gayle Meadows
1359~~1~~	9~~1~~	8653 NORTH BEACH STREET~~VICTORIA~~	KELLER~~TX~~	TX~~77901~~		76244	(817) 291-9368~~Sunny~~	Gayle Meadows
1359~~1~~	10	~~7280 UTSA~~601 N SAGINAW BLVD~~SUITE~~	SAGINAW~~SAN ANTONIO~~		TX	~~78249~~	~~210-386-8177~~(817) 291-	Gayle
1359~~1~~	15~~2~~	2977 PRECINCT LINE RD~~PLEASANTON~~	FORT WORTH~~TX~~	TX~~78064~~		76118	(817) 291-9368~~Sunny~~	Gayle Meadows
1359~~1~~	16~~4~~	700 W PIPELINE RD~~BEEVILLE~~	HURST~~TX~~	TX~~78102~~		76053	(817) 291-9368~~Sunny~~	Gayle Meadows

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1361~~1~~	1~~1~~	900 N. POLK ST. #136~~VICTORIA~~	DESOTO	TX	75115~~77901~~	~~210-386-8177~~(469) 261-	Mahesh
1361~~1~~	3	~~11019 CULEBRA~~2580 CAMP WISDOM RD~~,~~	GRAND PRAIRIE~~SAN~~	TX	75052~~78253~~	~~210-386-8177~~(469) 261-	Mahesh
1361~~1~~	4~~9~~	605 E BELTLINE RD~~FLORESVILLE~~	CEDAR HILL	TX	7510~~478114~~	~~210-386-8177~~(469) 261-	Mahesh
1361~~1~~	6	~~601~~4146 S ~~GREGG ST~~CARRIER PKWY	GRAND PRAIRIE~~BIG~~	TX	~~7972~~075052	~~832-217-6598~~(469) 261-	Mahesh
1361~~1~~	7~~1~~	118 SOUTH COCKRELL HILL~~LITTLE ELM~~	DESOTO	TX	75115~~75068~~	~~909-838-4948~~(469) 261-	Mahesh
1361~~1~~	8	~~6805~~661 E MAIN ~~STREET SUITE 435~~ST	MIDLOTHIAN~~THE COLONY~~	TX	76065~~75056~~	~~909-838-4948~~(469) 261-	Mahesh
1361~~1~~	9~~4~~	257 W. CAMP WISDOM RD.~~FORT WORTH~~	DUNCANVILLE	TX	75116~~76103~~	~~909-838-4948~~(469) 261-	Mahesh
1361~~1~~	10~~2~~	508 N HIGHWAY 77 SUITE 100~~DALLAS~~	WAXAHACHIE	TX	75165~~75211~~	~~909-838-4948~~(469) 261-	Mahesh
1361~~1~~	11~~1~~	306 HWY 67 WEST~~CROWLEY~~	ALVARADO	TX	76009~~76036~~	~~909-838-4948~~(469) 261-	Mahesh
1361~~1~~	12~~5~~	109 E. OVILLA RD.~~FORT WORTH~~	RED OAK	TX	75154~~76119~~	~~909-838-4948~~(469) 261-	Mahesh
1362~~1~~	1~~1~~	1001 HERNDON DR~~CLEBURNE~~	ROSENBERG	TX	77471~~76033~~	~~909-838-4948~~(713) 817-	Mike
1362~~1~~	2~~3~~	6763 HWY 6 SOUTH~~BURLESON~~	HOUSTON	TX	77083~~76028~~	~~909-838-4948~~(713) 817-	Mike
1362~~1~~	3~~6~~	1800 N. VELASCO~~DALLAS~~	ANGLETON	TX	77515~~75224~~	~~909-838-4948~~(713) 817-	Mike
1362~~1~~	4~~1~~	1001 WEST PLANTATION DRIVE~~ADKINS~~	CLUTE	TX	77531~~78101~~	~~210-386-8177~~(713) 817-	Mike
1362~~1~~	5~~1~~	2806 61ST STREET~~ENNIS~~	GALVESTON	TX	77551~~75119~~	~~254-722-7256~~(713) 817-	Mike
1362~~1~~	7	~~419 OLD ELKHART~~17135 WESTHEIMER RD	~~PALESTINE~~HOUSTON	TX	~~7580~~177082	~~254-722-7256~~(713) 817-	Mike
1362~~1~~	~~118~~	1420 S. MASON RD.~~STEPHENVILLE~~	KATY	TX	77450~~76401~~	~~254-722-7256~~(713) 817-	Mike
1362~~1~~	9~~2~~	1822 N BRAZOSPORT BLVD~~BEAUMONT~~	FREEPORT	TX	77541~~77701~~	~~254-722-7256~~(713) 817-	Mike
1362~~1~~	11~~1~~	917 20TH STREET NORTH~~BEAUMONT~~	TEXAS CITY	TX	77590~~77705~~	~~254-722-7256~~(713) 817-	Mike
1362~~1~~	12~~3~~	714 S GORDON~~BEAUMONT~~	ALVIN	TX	77511~~77703~~	~~254-722-7256~~(713) 817-	Mike
1362~~1~~	13~~9~~	12320 HIGHWAY 6~~VERNON~~	FRESNO~~TX~~	TX~~76384~~	77545~~254-72~~	(713) 817-5649~~Vinnie~~	Mike Knobelock
1362~~1~~	14~~1~~	~~FT WORTH~~2516 7TH STREET	~~TX~~BAY CITY	TX~~76115~~	~~469-774-6066~~	(713) 817-	Mike Knobelock
1389~~1~~	1~~1~~	1500 NORTH STREET~~GARLAND~~	NACOGDOCHES~~TX~~	TX~~75040~~	75965~~469-77~~	(214) 300-	Irfaan Lalani
1389~~1~~	2~~3~~	3634 RICHMOND RD~~PLANO~~	TEXARKANA~~TX~~	TX~~75075~~	75503~~469-77~~	(214) 300-	Irfaan Lalani
1389~~1~~	3~~1~~	4847 TEXAS BLVD.~~DALLAS~~	TEXARKANA~~TX~~	TX~~75232~~	~~817-896-7258~~	(214) 300-5387~~Raj~~	Irfaan Lalani
1389~~1~~	4~~3~~	2010 LAMAR AVE.~~DALLAS~~	PARIS~~TX~~	TX~~75216~~	75460~~817-89~~	(214) 300-5387~~Raj~~	Irfaan Lalani
1389~~1~~	5~~4~~	610 GILMER RD~~DALLAS~~	SULPHUR SPRINGS~~TX~~	TX~~75204~~	75482~~817-89~~	(214) 300-5387~~Raj~~	Irfaan Lalani
1389~~1~~	8~~5~~	1608 S DAY STREET~~DALLAS~~	BRENHAM~~TX~~	TX~~75209~~	77833~~817-89~~	(214) 300-5387~~Raj~~	Irfaan Lalani
1389~~1~~	10~~1~~	840 W. 7TH AVENUE~~GRAND PRAIRIE~~	CORSICANA~~TX~~	TX~~75050~~	75110~~817-89~~	(214) 300-5387~~Raj~~	Irfaan Lalani
1389~~1~~	11~~6~~	803 DELLWOOD~~FORT WORTH~~	BRYAN~~TX~~	TX~~76112~~	77802~~817-89~~	(214) 300-5387~~Raj~~	Irfaan Lalani
1389~~1~~	12~~8~~	1300 EAST END BLVD SOUTH~~DALLAS~~	MARSHALL~~TX~~	TX~~75228~~	75670~~817-89~~	(214) 300-5387~~Raj~~	Irfaan Lalani
1389~~1~~	13~~1~~	12727 FM 2154~~DALLAS~~	COLLEGE STATION~~TX~~	TX~~75243~~	77845~~817-89~~	(214) 300-5387~~Raj~~	Irfaan Lalani
1389~~1~~	14	1009 S. JACKSON ST SUITE 109~~1208 S FM~~	~~DECATUR~~JACKSONVILLE	TX	75766~~76234~~	~~817-896-7258~~(214) 300-	Irfaan Lalani~~Raj~~
1458~~1~~	**1**~~3~~	2087 W. OAKLAWN, SUITE 208~~DALLAS~~	PLEASANTON~~TX~~	TX~~75241~~	78064~~817-89~~	(210) 386-8177~~Raj~~	Sunny Punjani

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1458	**3**	420 FM 351 E	BEEVILLE	TX	78102	(210) 386-	Sunny Punjani
1458	**4**	1301 E RIO GRANDE	VICTORIA	TX	77901	(210) 386-	Sunny Punjani
1458	**5**	11019 CULEBRA RD, SUITE 105	SAN ANTONIO	TX	78253	(210) 386-	Sunny Punjani
1458	**6**	935 10TH STREET #1	FLORESVILLE	TX	78114	(210) 386-	Sunny
1458	**7**	17910 BULVERDE RD SUITE 108	SAN ANTONIO	TX	78259	(210) 386-	Sunny
1458	**8**	9204 SCHAEFFER RD	CONVERSE	TX	78109	(210) 386-	Sunny
1458	640	7509 NORTH LOOP 1604 E	LIVE OAK	TX	78233	(210) 386-	Sunny Punjani
1458	117	5238 DEZAVALA SUITE 136	SAN ANTONIO	TX	78249	(210) 386-	Sunny Punjani
1458	**11**	315 TALLEY RD	SAN ANTONIO	TX	78253	(210) 386-	Sunny Punjani
1458	**12**	7280 UTSA BLVD SUITE 105	SAN ANTONIO	TX	78249	(210) 386-	Sunny
1458	920	1907 JOHN STOCKBAUER	VICTORIA	TX	77901	(210) 386-	Sunny
1458	**15**	10513 MARBACH RD	SAN ANTONIO	TX	78245	(210) 386-	Sunny
1494	43	601 S GREGG ST	BIG SPRING	TX	79720	(832) 217-	irfaan lalani
1521	1	5159 WICHITA STREET	FORT WORTH	TX	76119	(909) 838-	Waseef
1521	2	1607 W. HENDERSON	CLEBURNE	TX	76033	(909) 838-	Waseef Ahmed
1521	3	344 SW WILSHIRE BLVD	BURLESON	TX	76028	(909) 838-	Waseef
1521	46	655 W ILLINOIS AVE	DALLAS	TX	75224	(909) 838-	Waseef
1521	7	4125 E LANCASTER AVE, SUITE E	FORT WORTH	TX	76103	(909) 838-	Waseef
1521	89	6805 MAIN STREET SUITE 435	THE COLONY	TX	75056	(909) 838-	Waseef
1521	98	2142 FT. WORTH AVENUE	DALLAS	TX	75211	(909) 838-	Waseef
1521	104	1721 E ELDORADO PARKWAY	LITTLE ELM	TX	75068	(909) 838-	Waseef Ahmed
1521	11	121 S CROWLEY RD	CROWLEY	TX	76036	(909) 838-	Waseef Ahmed
1543	15	12220 US HIGHWAY 87 SOUTH	ADKINS	TX	78101	(210) 386-	Sunny punjani
1585	3	1011 E. ENNIS AVENUE	ENNIS	TX	75119	(254) 722-	Vinnie Patel
1585	52	419 OLD ELKHART RD	PALESTINE	TX	801 91	(254) 722-	Vinnie Patel
1585	12	9411 ALAMEDA, 1186 W WASHINGTON ST	STEPHENVILLE	TX	79907	(254) 722-	Vinnie Patel
1585	16	909 HILLCREST DR	VERNON	TX	76384	(254) 722-	Vinnie Patel
1585	17	2949 COLLEGE ST	BEAUMONT	TX	77701	(254) 722-	Vinnie Patel
1585	18	1755 E CARDINAL DR	BEAUMONT	TX	77705	(254) 722-	Vinnie Patel
1585	19	3290 CONCORD RD	BEAUMONT	TX	77703	(254) 722-	Vinnie Patel
1603	**1**	3100 INDEPENDENCE PARKWAY,	PLANO	TX	75075	(469) 774-	SHAKEEL MEHDI
1603	**2**	1220 W SEMINARY DR	FT WORTH	TX	76115	(469) 774-	SHAKEEL MEHDI
1603	**3**	1625 S 1ST ST STE 1	GARLAND	TX	75040	(469) 774-	SHAKEEL MEHDI
1617	14	1140 A W.CAMP WISDOM ROAD	DALLAS	TX	75232	(817) 896-	Raj Vankawalaa

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~

~~Exhibit F~~
~~EXHIBIT F~~

Franchise Stores in the USA as of 12/31/2023

1617	2~~20~~	3200 S. LANCASTER~~ANTHONY~~	DALLAS		TX	75216	~~801-913-1159~~(817) 896-	Raj
1617	~~111~~	4101 ROSS AVE~~EL PASO~~	DALLAS		TX	75204	~~801-913-1159~~(817) 896-	Raj
1617	4~~10~~	5464 LEMMON AVE~~EL PASO~~	DALLAS		TX	75209	~~801-913-1159~~(817) 896-	Raj
1617	5~~14~~	1050 N CARRIER PARKWAY~~FABENS~~	GRAND PRAIRIE		TX	75050	~~801-913-1159~~(817) 896-	Raj
1617	6~~10~~	6432 MEADOWBROOK DR.~~MCALLEN~~	FORT WORTH		TX	76112	~~801-913-1159~~(817) 896-	Raj
1617	7~~14~~	8060 FERGUSON RD~~EDINBURG~~	DALLAS		TX	75228	~~801-913-1159~~(817) 896-	Raj
1617	~~209~~	11412 AUDELIA RD~~WESLACO~~	DALLAS		TX	75243	~~801-913-1159~~(817) 896-	Raj
1617	9~~81~~	1515 NORTH COCKRELL	DALLAS		TX	75211	~~801-913-1159~~(817) 896-	Raj
1617	10~~2~~	1208 S FM 51 STE B~~BROWNSVILLE~~	DECATUR		TX	76234	~~801-913-1159~~(817) 896-	Raj
1617	~~425~~	3536 SIMPSON STUART RD~~MERCEDES~~	DALLAS		TX	75241	~~801-913-1159~~(817) 896-	~~Josh Hill~~Raj
1617	12~~1~~	13323 MONTFORT DR~~PHARR~~	DALLAS		TX	75240	~~801-913-1159~~(817) 896-	Raj
1617	13~~1~~	3215 KIRNWOOD DR~~EDCOUCH~~	DALLAS		TX	75237	~~801-913-1159~~(817) 896-	Raj
1617	~~1001~~	~~ALAMO~~2718 Samuell Blvd	Dallas		TX	~~78516~~	~~801-913-1159~~(817) 896-	~~Josh Hill~~Raj
1617	15~~1~~	524 PINSON RD~~SAN BENITO~~	FORNEY		TX	75126	~~801-913-1159~~(817) 896-	Raj
1692	1~~16~~	9411 N LAMAR~~MCALLEN~~	AUSTIN		TX	78753	~~801-913-1159~~(210) 410-	Darrell Davis~~Josh~~
1692	~~152~~	5200 E. WILLIAM CANNON	AUSTIN		TX	78744	~~801-913-1159~~(210) 410-	Darrell Davis~~Josh~~
1692	~~110~~	5320 CAMERON RD~~RIO GRANDE CITY~~	AUSTIN		TX	78723	~~801-913-1159~~(210) 410-	Darrell Davis~~Josh~~
1766	**1**~~**10**~~	3703 FM 2765~~MISSION~~	EL CAMPO		TX	77437	~~801-913-1159~~(979) 557-	AJAZ PUNJANI~~Josh~~
1766	**2**	~~1601 E ALTON GLOOR~~9207 CULLEN BLVD	~~BROWNSVILLE~~HOUSTON		TX	~~78526~~	~~801-913-1159~~(979) 557-	AJAZ PUNJANI~~Josh~~
1766	**3**~~**10**~~	1422 N RICHMOND RD~~SAN JUAN~~	WHARTON		TX	77488	~~801-913-1159~~(979) 557-	AJAZ PUNJANI~~Josh~~
1766	**4**~~**11**~~	13120 HIGHWAY 6~~CORPUS CHRISTI~~	SANTA FE~~TX~~	TX~~78410~~		77510	~~Josh Hill~~(979) 557-	AJAZ PUNJANI
1766	**5**~~**42**~~	10581 S HIGHWAY 6~~CORPUS CHRISTI~~	SUGAR LAND~~TX~~	TX~~78415~~		~~801 91~~	~~Josh Hill~~(979) 557-	AJAZ PUNJANI
1840	5~~38~~	2003 SUMMERHILL RD~~CORPUS CHRISTI~~	TEXARKANA~~TX~~	TX~~78415~~		75501	~~Josh Hill~~(501) 690-	Eric McDuffie
1841	~~224~~	10109 RUSHING~~ROBSTOWN~~	EL PASO~~TX~~	TX~~78380~~		79924	~~Josh Hill~~	
1841	302~~1~~	6310 N. MESA~~ALICE~~	EL PASO~~TX~~	TX~~78332~~		79912	~~Josh Hill~~	
1841	303~~3~~	1840 N LEE TREVINO DR~~CORPUS~~	EL PASO~~TX~~	TX~~78405~~		79936	~~Josh Hill~~	
1841	304~~1~~	9155 DYER~~CORPUS CHRISTI~~	EL PASO~~TX~~	TX~~78412~~		79924	~~Josh Hill~~	
1841	305~~6~~	8900 VISCOUNT BLVD~~MCALLEN~~	EL PASO~~TX~~	TX~~78504~~		79925	~~Josh Hill~~	
1841	306~~2~~	427 YARBROUGH~~MISSION~~	EL PASO~~TX~~	TX~~78572~~		79915	~~Josh Hill~~	
1841	307~~9~~	110 HORIZON BLVD~~DONNA~~	EL PASO~~TX~~	TX~~78537~~		79927	~~Josh Hill~~	
1841	308~~2~~	5110 MONTANA~~CORPUS CHRISTI~~	EL PASO~~TX~~	TX~~78404~~		79903	~~Josh Hill~~	
1841	309~~5~~	1478 GEORGE DIETER~~CORPUS CHRISTI~~	EL PASO~~TX~~	TX~~78414~~		79936	~~Josh Hill~~	
1841	310~~4~~	2500 NORTH MESA~~PALMHURST~~	EL PASO~~TX~~	TX~~78573~~		79902	~~Josh Hill~~	
1841	311~~1~~	9411 ALAMEDA, SUITE D~~PALMVIEW~~	~~TX~~EL PASO	TX~~78572~~		~~801 91~~	~~Josh Hill~~	

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~~Exhibit F~~
~~EXHIBIT F~~

Franchise Stores in the USA as of 12/31/2023

1841	313~~1~~	12040 SOCORRO ROAD~~KINGSVILLE~~	SAN ELIZARIO	TX	7984978	801-913-1159	Josh Hill
1841	314~~1~~	12106 MONTWOOD DRIVE~~CORPUS~~	EL PASO	TX	7993678	801-913-1159	Josh Hill
1841	315~~7~~	965 N. RESLER~~RAYMONDVILLE~~	EL PASO	TX	7991278	801-913-1159	Josh Hill
1841	317~~5~~	12798 EDGEMERE BLVD~~BROWNSVILLE~~	EL PASO	TX	7993878	801-913-1159	Josh Hill
1841	318~~2~~	7100 ALAMEDA AVE~~HIDALGO~~	EL PASO	TX	7991578	801-913-1159	Josh Hill
1841	319~~9~~	14476 HORIZON BLVD~~BROWNSVILLE~~	HORIZON CITY	TX	7992878	801-913-1159	Josh Hill
1841	322~~2~~	6205 UPPER VALLEY ROAD~~EDINBURG~~	EL PASO	TX	7993278	801-913-1159	Josh Hill
1841	323~~3~~	4000 DYER STREET	EL PASO	TX	7993079	801-913-1159	Josh Hill
1841	324~~9~~	200 FRANKLIN STREET~~CANUTILLO~~	ANTHONY	TX	7982179	801-913-1159	Josh Hill
1841	325	~~2325 S 77 SUNSHINE STRIP~~11100 SEAN	EL PASO~~HARLINGEN~~	TX	~~78550~~799	801-913-1159	Josh Hill
1841	326~~2~~	1085 SUNLAND PARK DR	EL PASO	TX	7992279	801-913-1159	Josh Hill
1841	~~2445~~	1480 FABENS ROAD~~WESLACO~~	FABENS	TX	7983878	956-624-2317	Monce Martinez
1841	331~~3~~	2720 JOHN HAYES ST~~EDINBURG~~	EL PASO	TX	7993878	956-624-2317	Monce Martinez
1841	~~508 N~~	3010 SAUL KLEINFELD DR STE 302~~LA~~	EL PASO	TX	7993678	956-624-2317	Monce Martinez
1841	334~~6~~	900 TALBOT AVE~~PHARR~~	CANUTILLO	TX	7983578	956-624-2317	Monce Martinez
1841	335	~~810 W OCEAN~~12320 EASTLAKE BLVD~~SUITE~~	EL PASO~~LOS FRESNOS~~	TX	7983578	956-624-2317	Monce Martinez
1841	701~~1~~	1001 S 10TH STREET~~PORTLAND~~	MCALLEN	TX	7850178	214-300-5387	Irfaan Lalani
1841	702~~1~~	1410 S CLOSNER BLVD~~RICHMOND~~	EDINBURG	TX	7853977	214-300-5387	Irfaan Lalani
1841	703~~1~~	209 HIGHWAY 83 W~~FORT WORTH~~	WESLACO	TX	7859676	972-849-4372	Mita Vankawala
1841	704~~9~~	810 MORGAN BOULEVARD~~KELLER~~	HARLINGEN	TX	7855076	972-849-4372	Mita Vankawala
1841	~~1900~~	2905 SOUTHMOST RD~~AMARILLO~~	BROWNSVILLE~~TX~~	~~79118~~TX	7852191	Apurva Domadia	
1841	706	~~1707 WEST 5TH~~425 SECOND STREET	~~PLAINVIEW~~MERCEDES	TX	~~79072~~785	915-449-8699	Apurva Domadia
1841	707~~5~~	1304 US HIGHWAY 83	PHARR~~TX~~	TX~~79110~~	7857791	Apurva Domadia	
1841	~~1640~~	1310 SANTA ROSA AVE~~LEWISVILLE~~	EDCOUCH~~TX~~	TX~~75067~~	7853846	Pervez Bhojani	
1841	709	~~1061 WEST PLEASANT RUN~~1001 FRONTAGE	~~LANCASTER~~ALAMO	TX	~~75146~~785	469-387-1383	Pervez Bhojani
1841	710~~3~~	190 E US HIGHWAY 77~~BALCH SPRINGS~~	SAN BENITO~~TX~~	TX~~75180~~	7858646	Pervez Bhojani	
1841	711~~3~~	1618 NORTH 23RD STREET~~GRAPEVINE~~	MCALLEN~~TX~~	TX~~76051~~	7850146	Pervez Bhojani	
1841	712	~~714 NORTH GALLOWAY~~1520 W HARRISON	~~MESQUITE~~HARLINGEN	TX	~~75149~~785	469-387-1383	Pervez Bhojani
1841	713	~~19585 IH-35~~110 SOUTH ~~SUITE B~~PETE DIAZ	RIO GRANDE CITY~~LYTLE~~	TX	7858278	210-232-2139	Rene Jackson Jr.
1841	714~~1~~	104 EAST GRIFFIN PARK.~~PEARSALL~~	MISSION~~TX~~	~~78061~~TX	7857221	Rene Jackson Jr.	
1841	715~~1~~	1601 E ALTON GLOOR BLVD~~HELOTES~~	~~TX~~BROWNSVILLE	TX~~78023~~	~~210-232-2~~	Rene Jackson Jr.	
1841	716~~1~~	106 W. FM 495~~MARBLE FALLS~~	SAN JUAN~~TX~~	TX~~78654~~	7858921	Rene Jackson Jr.	
1841	717~~1~~	11262 LEOPARD STREET~~NEW BRAUNFELS~~	CORPUS CHRISTI~~TX~~	TX~~78130~~	7841021	Rene Jackson Jr.	
1841	718~~1~~	4208 AYERS~~HONDO~~	CORPUS CHRISTI~~TX~~	TX~~78861~~	7841521	Rene Jackson Jr.	

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Franchise Stores in the USA as of 12/31/2023

1841	719	3801 SARATOGA BLVD.~~PORT ISABEL~~	CORPUS CHRISTI	TX	78415	~~210-232-2139~~		~~Rene Jackson~~ ~~Jr.~~
1841	720	224 MAIN STREET~~ODESSA~~	ROBSTOWN	TX	78380	~~432-631-2880~~		~~Justin Cagle~~
1841	~~260~~	1142 E MAIN~~ODESSA~~	ALICE	TX	78332	~~432-631-2880~~		~~Justin Cagle~~
1841	722	3301 BALDWIN ROAD~~ODESSA~~	CORPUS CHRISTI	TX	78405	~~432-631-2880~~		~~Justin Cagle~~
1841	723	1220 AIRLINE RD~~MIDLAND~~	CORPUS CHRISTI	TX	78412	~~432-631-2880~~		~~Justin Cagle~~
1841	724	6101 NORTH 23RD ST.~~MIDLAND~~	MCALLEN	TX	78504	~~432-631-2880~~		~~Justin Cagle~~
1841	~~210~~	2307 EAST GRIFFIN PKWY~~MIDLAND~~	MISSION	TX	78572	~~432-631-2880~~		~~Justin Cagle~~
1841	726	906 E. BUSINESS HIGHWAY 83~~EAGLE PASS~~	DONNA	TX	78537	~~281-844-6169~~		~~Sukhwinder Singh~~
1841	727	2744 S. STAPLES~~LAREDO~~	CORPUS CHRISTI	TX	78404	~~281-844-6169~~		~~Sukhwinder Singh~~
1841	~~370~~	5723 SARATOGA BLVD~~LAREDO~~	CORPUS CHRISTI	TX	78414	~~281-844-6169~~		~~Sukhwinder Singh~~
1841	729	4120 N CONWAY~~LAREDO~~	PALMHURST	TX	78573	~~281-844-6169~~		~~Sukhwinder Singh~~
1841	730	104 N FM 492~~LAREDO~~	PALMVIEW	TX	78572	~~281-844-6169~~		~~Sukhwinder Singh~~
1841	731	1007 E GENERAL CAVAZOS BLVD~~1001 E~~	KINGSVILLE~~LAREDO~~	TX	78363	~~281-844-6169~~		~~Sukhwinder Singh~~
1841	732	10529 SOUTH PADRE ISLAND DR~~DEL RIO~~	CORPUS CHRISTI	TX	78418	~~281-844-6169~~		~~Sukhwinder Singh~~
1841	733	704 HWY 186 HIDALGO RD~~CARRIZO~~	RAYMONDVILLE	TX	78580	~~281-844-6169~~		~~Sukhwinder Singh~~
1841	734	5850 FM 802~~DUMAS~~	BROWNSVILLE	TX	78526	~~979-220-0950~~		~~Emilio Jr~~
1841	735	2500 E HIGHWAY 281 SUITE 200~~PAMPA~~	HIDALGO	TX	78557	~~979-220-0950~~		~~Emilio Jr~~
1841	~~24~~	904 BOCA CHICA~~PERRYTON~~	BROWNSVILLE	TX	78520	~~979-220-0950~~		~~Emilio Jr~~
1841	737	2208 W TRENTON RD~~LEVELLAND~~	EDINBURG	TX	78539	~~979-220-0950~~		~~Emilio Jr~~
1841	738	2325 S 77 SUNSHINE STRIP STE A~~CANYON~~	HARLINGEN	TX	78550	~~979-220-0950~~		~~Emilio Jr~~
1853	1~~819~~	6201 S CAGE BLVD~~HEREFORD~~	PHARR~~TX~~	TX~~79045~~	78577	(956) 624-2317~~Emilio~~		Patrick Hinker
1853	4~~6020~~	3511 N CLOSNER BLVD~~AMARILLO~~	EDINBURG~~TX~~	TX~~79119~~	78541	(956) 624-2317~~Emilio~~		Patrick Hinker
1893	~~522~~	1702 US HIGHWAY 181~~DALHART~~	PORTLAND~~TX~~	TX~~79022~~	78374	(214) 300-5387~~Emilio~~		Irfaan Lalani
1893	~~302 N~~	1135 CRABB RIVER RD~~BORGER~~	RICHMOND~~TX~~	TX~~79007~~	77469	(214) 300-5387~~Emilio~~		Irfaan Lalani
1895	1~~5109~~	12477 TIMBERLAND BLVD~~MIDLAND~~	FORT WORTH~~TX~~	TX~~79707~~	76244	(972) 849-4372~~John~~		Manish Vankawala
1895	2~~1321~~	901 KELLER PARKWAY, SUITE B~~MCKINNEY~~	KELLER~~TX~~	TX~~75069~~	76248	(972) 849-4372~~Felipe~~		Manish Vankawala
2047	1~~1501~~	714 NORTH GALLOWAY AVE~~WICHITA~~	~~TX~~MESQUITE	TX~~76302~~	~~682-23~~	~~Felipe Damian~~(469)		Pervez Bhojani
2047	~~9245~~	3701 PIONEER RD~~MCKINNEY~~	BALCH SPRINGS~~TX~~	TX~~75071~~	75180	(469) 387-		Pervez Bhojani
2047	3~~5100~~	330 W NORTHWEST HWY SUITE	GRAPEVINE~~TX~~	TX~~75070~~	76051	(469) 387-		Pervez Bhojani
2047	4~~2114~~	1061 WEST PLEASANT RUN RD~~SHERMAN~~	~~TX~~LANCASTER	TX~~75090~~	~~662-93~~	(469) 387-		Pervez Bhojani
2047	~~813 W.~~	1640 S STATE HWY 121~~ANNA~~	LEWISVILLE~~TX~~	TX~~75409~~	75067	(469) 387-		Pervez Bhojani
2082	1~~1431~~	19585 IH-35 SOUTH SUITE B~~DENISON~~	LYTLE~~TX~~	TX~~75020~~	78052	(210) 232-		Rene Jackson
2082	2~~3220~~	1809 LOUISE LN~~DALLAS~~	PEARSALL~~TX~~	TX~~75211~~	~~909-83~~	(210) 232-		Rene Jackson
2082	3~~1741~~	12800 BANDERA RD~~TYLER~~	HELOTES~~TX~~	TX~~75701~~	78023	(210) 232-2139~~Jill~~		Rene Jackson

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Franchise Stores in the USA as of 12/31/2023

20823	41	1304 US 281KAUFMAN	MARBLE FALLS	TX	78654	903-721-3686(210) 232-	Rene JacksonBrent
20823	54	1932 S SEGUIN AVEWYLIE	NEW BRAUNFELS	TX	78130	903-721-3686(210) 232-	Rene JacksonBrent
20823	62	1509 19TH STREETROCKWALL	HONDO	TX	78861	903-721-3686(210) 232-	Rene JacksonBrent
20823	74	415 STATE HIGHWAY 100CARTHAGE	PORT ISABEL	TX	78578	903-721-3686(210) 232-	Rene JacksonBrent
30013	**1**	2327 US2106 RANKIN HIGHWAY 79	MIDLANDHENDERSON	TX	79701	903-721-3686(432) 631-	Cagle JustinBrent
30013	**26**	1110 N LAMESA RDMEXIA	MIDLAND	TX	79701	903-721-3686(432) 631-	Cagle JustinBrent
30013	**38**	1619 N COUNTY RDCENTER	ODESSA	TX	79763	903-721-3686(432) 631-	Cagle JustinBrent
30013	**4**	1201 E MARSHALL2605 A NORTH	LONGVIEWODESSA	TX	75601	903-721-3686(432) 631-	Cagle JustinBrent
30013	**52**	621 EAST 42ND STREETLONGVIEW	ODESSA	TX	79762	903-721-3686(432) 631-	Cagle JustinBrent
30013	**63**	1000 NORTH MIDKIFFJASPER	MIDLAND	TX	79701	903-721-3686(432) 631-	Cagle JustinBrent
30653	11	1503 GUADALUPELONGVIEW	LAREDO	TX	78040	903-721-3686(281) 844-	Sukhwinder
30653	24	2020 SANTA MARIAPRINCETON	LAREDO	TX	78040	903-721-3686(281) 844-	Sukhwinder
30653	32	2438 MONARCH DRIVETYLER	LAREDO	TX	78045	903-721-3686(281) 844-	Sukhwinder
30653	4	3183706 S MAIN ST. HIGHWAY 83	LAREDOLINDALE	TX	78046	903-721-3686(281) 844-	Sukhwinder
30653	51	1001 E CALTON RDTYLER	LAREDO	TX	78041	903-721-3686(281) 844-	Sukhwinder
30653	6	300 S. BIBB AVENUE, UNIT 31034 S JOHN	EAGLE PASSLUFKIN	TX	78852	903-721-3686(281) 844-	Sukhwinder
30653	7	615 E. GIBBS107 N CHESTNUT ST.	DEL RIOLUFKIN	TX	78840	903-721-3686(281) 844-	Sukhwinder
30653	81	209 E NOPAL STLUFKIN	CARRIZO SPRINGS	TX	78834	903-721-3686(281) 844-	Sukhwinder
30703	607	1521 DUMAS AVEATHENS	DUMAS	TX	79029	903-721-3686(979) 220-	Emilio JrBrent Jones
30703	120	2505 PERRYTON PKWYWHITEHOUSE	PAMPA	TX	79065	903-721-3686(979) 220-	Emilio JrBrent Jones
30703	3	512 E FRONT24 SW 28TH ST	TYLERPERRYTON	TX	79070	903-721-3686(979) 220-	Emilio JrBrent Jones
30703	49	522 SOUTH HWY 87KILGORE	DALHARTTX	TXTX75662	79022	(979) 220-0950Brent	Emilio Jr
30703	55	302 N CEDAR STTYLER	BORGERTX	TXTX75702	79007	(979) 220-0950Brent	Emilio Jr
30703	62	306 23RD STLAREDO	CANYONTX	TXTX78043	79015	(979) 220-	Emilio Jr
30703	71	6020 S COULTER STZAPATA	AMARILLOTX	TXTX78076	79119	(979) 220-	Emilio Jr
30703	407	819 SOUTH 25 MILE AVEFORT	HEREFORDTX	TXTX79735	79045	Vibe Restaurants	Emilio Jr
30703	97	1011 COLLEGE AVEPECOS	LEVELLANDTX	TXTX79772	79336	Vibe Restaurants	Emilio Jr
30703	108	2508 AUBURN STALPINE	LUBBOCKTX	TXTX79830	79415	Vibe Restaurants	Emilio Jr
30703	111	2710 SW 10TH AVEANDREWS	AMARILLOTX	TXTX79714	79102	Vibe Restaurants	Emilio Jr
30703	12	901 S JEFFERSON1900 SE 34TH AVE SUITE	AMARILLOMOUNT	TX	75455	214-300-5387(979) 220-	Emilio JrVibe
3222 0	139	1707 WEST 5TH STREETODESSA	TXPLAINVIEW	TXTX79764	214 30	Vibe Restaurants	Emilio Jr
30703	710	5610 S GEORGIA STREETARLINGTON	AMARILLOTX	76018TX	79110	(979) 220-0950Cortez	Emilio Jr
309432	12	5109 W WADLEY #107AMARILLO	MIDLANDTX	TXTX79102	79707	Jignesh Domadia(432)	John Carr
31043	1	1321 N TENNESSEE ST STE. 1075217	MCKINNEYLUBBOCK	TX	75069	801-815-1887(682) 234-	Felipe DamianClark

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Franchise Stores in the USA as of 12/31/2023

3104~~3~~	2~~4~~	1501 MIDWESTERN PARKWAY~~LUBBOCK~~	WICHITA FALLS	TX	7630279414	~~801-815-1887~~(682) 234-	Felipe
3106~~3~~	**3~~4~~**	5100 ELDORADO PKWY~~LUBBOCK~~	MCKINNEY	TX	7507079416	~~801-815-1887~~(662) 931-	Sukhpreet
3106~~3~~	**4~~7~~**	2114 TEXOMA PARKWAY~~LUBBOCK~~	SHERMAN	TX	7509079423	~~801-815-1887~~(662) 931-	Sukhpreet
3106~~3~~	**5~~2~~**	9245 VIRGINIA PKWY SUITE 900~~LUBBOCK~~	MCKINNEY	TX	7507179401	~~801-815-1887~~(662) 931-	Sukhpreet
3106~~3~~	**6~~6~~**	1431 W MORTON~~FORT WORTH~~	DENISON	TX	7502076116	~~214-205-6545~~(662) 931-	Sukhpreet
3106~~3~~	**7**	~~319 HIGHWAY 36~~813 W. WHITE ST. SUITE	ANNA~~GATESVILLE~~	TX	7540976528	~~254-855-2345~~(662) 931-	Sukhpreet
3106~~3~~	**8~~2~~**	101 SOUTH COIT ROAD~~ROMA~~	RICHARDSON	TX	7508078584	~~832-922-5350~~(662) 931-	Sukhpreet
3106~~3~~	**9~~1~~**	1110 BOWEN RD~~BROWNSVILLE~~	ARLINGTON	TX	7601378526	~~832-922-5350~~(662) 931-	Sukhpreet
3106~~3~~	**10~~3~~**	1220 E. BELTLINE RD.~~PHARR~~	RICHARDSON	TX	75081-	~~832-922-5350~~(662) 931-	Sukhpreet
3106~~3~~	**11~~6~~**	1630 E LAMAR BOULEVARD~~MISSION~~	ARLINGTON	TX	7601178574	~~832-922-5350~~(662) 931-	Sukhpreet
3141~~33~~	1~~1~~	3220 FALLS DR.~~PHARR~~	DALLAS	TX	7521178577	~~832-922-5350~~(909) 838-	Waseef
3186~~3~~	~~479~~	1741 TROUP HIGHWAY~~BASTROP~~	TYLER	TX	7570178602	~~619-905-7070~~(361) 960-	Jill Miller~~Andrew~~
3192~~3~~	1~~9~~	1901 S WASHINGTON ST~~ELGIN~~	KAUFMAN	TX	7514278621	~~619-905-7070~~(903) 721-	~~Andrew~~
3192~~3~~	2~~6~~	4399 NW LOOP~~BUDA~~	CARTHAGE	TX	7563378610	~~619-905-7070~~(903) 721-	~~Andrew~~
3192~~3~~	3~~2~~	~~CEDAR PARK~~2327 US HIGHWAY 79 SOUTH	HENDERSON	TX	7565478613	~~619-905-7070~~(903) 721-	Brent
3192~~3~~	4~~1~~	600 E MILAM~~AUSTIN~~	MEXIA	TX	7666778753	~~619-905-7070~~(903) 721-	~~Andrew~~
3192~~3~~	6~~5~~	854 HURST ST~~HUTTO~~	CENTER	TX	7593578634	~~619-905-7070~~(903) 721-	~~Andrew~~
3192~~3~~	8~~2~~	1201 E MARSHALL AVE~~ROUND ROCK~~	LONGVIEW	TX	7560178664	~~619-905-7070~~(903) 721-	~~Andrew~~
3192~~3~~	9	2430 SOUTH HIGH ST SUITE E10~~1711 S.~~	LONGVIEW~~LOCKHART~~	TX	7560278644	~~619-905-7070~~(903) 721-	~~Andrew~~
3192~~3~~	10~~1~~	430 N HIGHWAY 78~~SAGINAW~~	WYLIE	TX	7509876131	~~817-841-7070~~(903) 721-	Brent
3192~~33~~	11~~7~~	2135 RIDGE ROAD SUITE 109~~BRIDGE CITY~~	ROCKWALL~~TX~~	TX~~77611~~	7508722~~5-80~~	~~Keith Zinger~~(903) 721-	Brent Jones
3192~~3~~	12~~2~~	335 E GIBSON ST~~CHILDRESS~~	JASPER~~TX~~	TX~~79201~~	7595125~~4-79~~	(903) 721-	Brent Jones
3192~~3~~	~~608~~	1809 WEST LOOP 281~~WHITE OAK~~	LONGVIEW~~TX~~	TX~~75693~~	7560425~~4-79~~	(903) 721-	Brent Jones
3192~~3~~	14~~1~~	406 E PRINCETON DR~~LIBERTY HILL~~	PRINCETON~~TX~~	TX~~78642~~	7540725~~4-79~~	(903) 721-	Brent Jones
3192~~3~~	15~~1~~	1919 WEST GENTRY PKWY	TYLER	TX	7570275709	~~254-791-0009~~(903) 721-	Brent
3192~~3~~	16	318 S MAIN ST~~1011 US HIGHWAY 271 S~~	LINDALE~~GILMER~~	TX	7577175644	~~254-791-0009~~(903) 721-	Brent
3192~~3~~	17~~6~~	2251 THREE LAKES PKWY STE	TYLER~~TX~~	TX~~76114~~	7570330~~4-54~~	(903) 721-3686~~James~~	Brent Jones
3192~~3~~	18~~9~~	607 EAST TYLER STREET~~FORT WORTH~~	ATHENS~~TX~~	TX~~76108~~	7575130~~4-54~~	(903) 721-3686~~James~~	Brent Jones
3192~~3~~	19~~8~~	1034 S JOHN REDDITT DR~~AZLE~~	LUFKIN~~TX~~	TX~~76020~~	7590430~~4-54~~	(903) 721-3686~~James~~	Brent Jones
3192~~3~~	20~~8~~	107 N CHESTNUT ST~~DENTON~~	~~TX~~LUFKIN	TX~~76201~~	~~304-541-6377~~	(903) 721-3686~~James~~	Brent Jones
3192~~3~~	21~~1~~	103 N BRENTWOOD DR~~MANSFIELD~~	LUFKIN~~TX~~	TX~~76063~~	7590130~~4-54~~	(903) 721-3686~~James~~	Brent Jones
3192~~3~~	22~~3~~	1200 HWY 110 NORTH~~FORT WORTH~~	WHITEHOUSE~~TX~~	TX~~76106~~	7579130~~4-54~~	(903) 721-3686~~James~~	Brent Jones
3192~~3~~	23~~9~~	510 SOUTH SW LOOP 323~~FORT WORTH~~	TYLER~~TX~~	TX~~76116~~	7570230~~4-54~~	(903) 721-3686~~James~~	Brent Jones
3192~~3~~	24	512 E FRONT~~312 S. MAIN~~ ST~~.~~	TYLER~~WEATHERFORD~~	TX	7570276086	~~304-541-6377~~(903) 721-	Brent

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

31923	309	908 NORTH KILGORE ST FORT WORTH	KILGORE	TX	75662	304 541 6377 (903) 721-	Brent Jones	James White
31923	261	6660 PHELAN BLVD KENNEDALE	BEAUMONT	TX	77706	304 541 6377 (903) 721-	Brent Jones	James White
31923	273	2517 JEFFERSON DRIVE FORT WORTH	PORT ARTHUR	TX	77642	304-541-6377 (903) 721-	Brent Jones	James White
31923	283	866 N MAIN STREET IRVING	VIDOR	TX	77662	304-541-6377 (903) 721-	Brent Jones	James White
31923	297	6480 EASTEX FREEWAY DENTON	BEAUMONT	TX	77708	304 541 6377 (903) 721-	Brent Jones	James White
31923	905	2421 NORTH 16TH STREET GAINESVILLE	ORANGE	TX	77630	304-541-6377 (903) 721-	Brent Jones	James White
31923	313	837 NORTH MAIN HALTOM CITY	LUMBERTON	TX	77657	304-541-6377 (903) 721-	Brent Jones	James White
31923	323	1029 NEDERLAND AVE FT. WORTH	NEDERLAND	TX	77627	304 541 6377 (903) 721-	Brent Jones	James White
31923	337	715 TEXAS AVE NORTH RICHLAND HILLS	BRIDGE CITY	TX	77611	304-541-6377 (903) 721-	Brent Jones	James White
32193	11	2420 BOB BULLOCK LOOP IRVING	LAREDO	TX	78043	304-541-6377 (832) 922-	Sukhwinder Singh	James
32193	915	1803 N US HIGHWAY 83 IRVING	ZAPATA	TX	78076	304-541-6377 (832) 922-	Sukhwinder Singh	James
322234	128	407 W DICKINSON LEWISVILLE	FORT STOCKTON	TX	79735	304-541-6377 (214) 300-	Vibe Restaurants	
322234	136	712 S EDDY ST LAKE WORTH	PECOS	TX	79772	304-541-6377 (214) 300-	Vibe Restaurants	
322234	142	800 E HOLLAND AVE LUBBOCK	ALPINE	TX	79830	915-240-6666 (214) 300-	Jignesh Domadia Vibe	
32223	231	1306 N MAIN ST EDINBURG	ANDREWS	TX	79714	281-844-1089 (214) 300-	Vibe Restaurants	
32223	241	901 S JEFFERSON AVE PENITAS	MOUNT PLEASANT	TX	75445	281-844-1089 (214) 300-	Vibe Restaurants	
32223	282	9000 W UNIVERSITY BLVD WESLACO	ODESSA	TX	79764	281-844-1089 (214) 300-	Vibe Restaurants	
32253	1	9502 MINES 710 E SUBLET RD STE 195	LAREDO ARLINGTON	TX	78045	281-844-1089 (214) 205-	Joseph Meadows	Amrit
32993	12	7301 UNIVERSITY, SUITE 600 MISSION	LUBBOCK	TX	79423	956-458-0762 (801) 815-	Clark Nichols	Jose Diaz
32993	2	417 N FRANKFORD AVE 1107 N J ELMER	LUBBOCK CEDAR HILL	TX	79416	469-203-0159 (801) 815-	Clark Nichols	Joseph
32993	32	4423 50TH STREET MESQUITE	LUBBOCK TX	TX 75149	79414	Josh Bickham (801) 815-	Clark Nichols	
32993	41	2312 19TH STREET PLANO	LUBBOCK TX	TX 75074	79401	(801) 815-	Clark Nichols	
32993	51	5217 82ND ST GEORGETOWN	LUBBOCK TX	TX 78628	79424	(801) 815-	Clark Nichols	
33053	310	6504 CAMP BOWIE BLVD DUNCANVILLE	FORT WORTH TX	TX 75116	76116	(214) 205-	Cortez Phillips	
33073	13	319 HIGHWAY 36 SUITE B Arlington	GATESVILLE TX	TX 76015	76528	(254) 855-	Kevin Allen	
33343	11	2070 E GRANT ST CLINT	ROMA TX	TX 79836	865-26	(832) 922-	Akash Sandhu	
33243	25	1725 RUBEN M TORRES BLVD ROWLETT	BROWNSVILLE TX	75030 TX	78526	(832) 922-5350 Nirali	Akash Sandhu	
33243	36	6204 N LA HOMA RD BRECKENRIDGE	MISSION TX	TX 76424	432-26	(832) 922-	Akash Sandhu	
33243	41	308 W NOLANA LOOP BLDG	PHARR TX	TX 76048	78577	(832) 922-5350 Mitul	Akash Sandhu	
33243	51	1519 S JACKSON RD #11 MINERAL	PHARR TX	TX 76067	78577	(832) 922-5350 Mitul	Akash Sandhu	
33353	1	1711 S. COLORADO ST., UNIT B 3311 E	LOCKHART MANSFIELD	TX	78644	682-226-6677 (951) 609-	Sean Varvello	Emad
33353	21	2051 GATTIS SCHOOL RD GIDDINGS	ROUND ROCK TX	TX 78942	78664	(951) 609-5500 Parth	Sean Varvello	
33353	41	479 HWY 71 WEST WYLIE	BASTROP TX	TX 75098	78602	(951) 609-	Sean Varvello	
33351	VIVI	910 LEE DILDY SALT LAKE CITY	ELGIN UT	TX 84101	78621	Josh Hill (951) 609-	Sean Varvello	

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3335	64	640 OLD SAN ANTONIO RD.	BUDA	TX	78610	(951) 609-	Sean Varvello
3335	71	202 WALTON WAY	CEDAR PARK	TX	78613	(951) 609-	Sean Varvello
3335	81	1030 NORWOOD PARK BLVD	AUSTIN	TX	78753	(951) 609-	Sean Varvello
3335	91	5004 GATTIS SCHOOL RD	HUTTO	TX	78634	(951) 609-	Sean Varvello
3335	**10**	1500 E COURT	SEGUIN	TX	78155	(951) 609-	Sean
3335	**11**	1023 E. HIGHWAY 80	SAN MARCOS	TX	78666	(951) 609-	Sean
3335	554	1024 W SAN ANTONIO ST	NEW BRAUNFELS		78130	(951) 609-	Sean Varvello
3335	136	5167 KYLE CENTER DR	KYLE	TX	78640	(951) 609-	Sean Varvello
3335	142	791 FM 1103	CIBOLO	TX	78108	(951) 609-	Sean Varvello
3335	283	110 E MARTIN LUTHER KING JR	SAN MARCOS		78666	(951) 609-	Sean Varvello
3384	1	1080 S BLUE MOUND RD	SAGINAW		76131	(817) 841-	Carrie Shilts
3411	17	2004 AVENUE F NW	CHILDRESS	TX	79201	(254) 791-	Robert Wolf
3411	27	1011 US HIGHWAY 271 S	GILMER	TX	75644	(254) 791-	Robert Wolf
3411	58	13625 W STATE HIGHWAY 29	LIBERTY HILL	TX	78642	(254) 791-	Robert Wolf
3411	63	16158 HIGHWAY 31 W	TYLER		75709	(254) 791-	Robert Wolf
3411	71	608 EAST HIGHWAY 80	WHITE OAK	TX	75693	(254) 791-	Robert Wolf
3412	1	717 S INTERSTATE 35 E	DENTON	TX	76205	(304) 541-	James
3412	74	915 IRVING BLVD.	IRVING	TX	75060	(304) 541-	James White
3412	920	6358 LAKE WORTH BLVD STE A	LAKE WORTH		76135	(304) 541-	James White
3412	41	3869 MAURICE AVENUE	FORT WORTH	TX	76111	(304) 541-	James White
3412	434	3107 GREENE AVENUE	FT. WORTH	TX	76109	(304) 541-	James White
3412	6	1288 MAIN ST	LEWISVILLE	TX	75067	(304) 541-	James
3412	7	905 E. HIGHWAY 82	GAINESVILLE	TX	76240	(304) 541-	James
3412	83	3205 DENTON HWY.	HALTOM CITY		76117	(304) 541-	James White
3412	97	1205 EAST DEBBIE LANE	MANSFIELD	TX	76063	(304) 541-	James White
3412	104	3981 BELT LINE RD	IRVING	TX	75038	(304) 541-	James White
3412	113	7247 BOULEVARD 26	NORTH RICHLAND HILLS	TX	76180	(304) 541-	James White
3412	121	9521 WHITE SETTLEMENT	FORT WORTH	TX	76108	(304) 541-	James White
3412	74	3305B N MAIN ST	FORT WORTH	TX	76106	(304) 541-	James White
3412	700	1503 N STORY RD	IRVING	TX	75061	(304) 541-	James White
3412	151	826 W. UNIVERSITY DR.,	DENTON	TX	76201	(304) 541-	James White
3412	173	1241 N LITTLE SCHOOL RD	KENNEDALE	TX	76060	(304) 541-	James White
3412	182	828 BOYD ROAD	AZLE	TX	76020	(304) 541-	James White
3412	143	9076 CAMP BOWIE WEST	FORT WORTH		76116	(304) 541-	James White

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Franchise Stores in the USA as of 12/31/2023

3412~~1~~	20	~~4862 SOUTH 1900~~309 WEST NORTHSIDE DR	~~ROY~~FORT WORTH	~~UT~~TX	~~84067~~76164	~~801-913-1159~~(304) 541-	James White~~Josh Hill~~
3412~~1~~	21	312 S. MAIN ST.~~3585 S HARRISON BLVD~~	WEATHERFORD~~OGDEN~~	~~UT~~TX	76086~~84403~~	~~801-913-1159~~(304) 541-	~~Josh Hill~~James White
3412~~1~~	44~~6~~	6635 WESTWORTH BLVD~~WEST JORDAN~~	WESTWORTH VILLAGE~~UT~~	TX~~8408~~	76114~~801-91~~	~~Josh Hill~~(304) 541-6377	James White
3479~~1~~	**1~~8~~**	1560 E CANTON RD~~SALT LAKE CITY~~	EDINBURG~~UT~~	TX~~8410~~	78542~~801-91~~	~~Josh Hill~~(281) 844-1089	Amrit Sandhu
3479~~1~~	~~230~~	1709 US 83 W~~SALT LAKE CITY~~	PENITAS~~UT~~	TX~~8410~~	78576~~801-91~~	~~Josh Hill~~(281) 844-1089	Amrit Sandhu
3479~~1~~	**3~~1~~**	9502 MINES RD~~PRICE~~	~~UT~~LAREDO	TX~~8450~~	~~801-913-1159~~	~~Josh Hill~~(281) 844-1089	Amrit Sandhu
3479~~1~~	**4~~1~~**	2602 N WESTGATE DR~~DRAPER~~	WESLACO~~UT~~	TX~~8402~~	78599~~801-91~~	~~Josh Hill~~(281) 844-1089	Amrit Sandhu
3493~~1~~	1~~1~~	2306 E EXPRESSWAY 83 STE 12~~LAYTON~~	MISSION~~UT~~	TX~~8404~~	78572~~801-91~~	~~Josh Hill~~(956) 458-0762	Jose Diaz
3495~~1~~	1~~1~~	1107 N J ELMER WEAVER	~~UT~~CEDAR HILL	TX~~8407~~	75104~~801-91~~	~~Josh Hill~~(469) 203-0159	Joseph Bickham
3496~~1~~	~~787~~	2175 S TOWN EAST BLVD~~PAYSON~~	MESQUITE~~UT~~	TX~~8465~~	75149~~801-91~~	~~Josh Hill~~(469469) 203-	Joseph Bickham
3512~~1~~	1~~1~~	4325 MILES RD #101~~OGDEN~~	~~UT~~SACHSE	TX~~8440~~	~~801-913-1159~~	~~Josh Hill~~(214) 727-8278	Nader Zeidan
3556~~1~~	~~677~~	3200 S Cooper St~~LINDON~~	Arlington~~UT~~	~~84042~~T	76015~~801-91~~	~~Josh Hill~~(847) 722-2632	Rishad Rajabali
3556~~1~~	**2~~1~~**	310 S CLARK RD~~CLINTON~~	DUNCANVILLE~~UT~~	TX~~8401~~	75116~~801-91~~	~~Josh Hill~~(847) 722-2632	Rishad Rajabali
3556~~1~~	**3~~3~~**	101 E UNIVERSITY AVE~~WEST JORDAN~~	GEORGETOWN~~UT~~	TX~~8408~~	78628~~801-91~~	~~Josh Hill~~(847) 722-2632	Rishad Rajabali
3556~~1~~	~~405~~	1105 E PARKER RD~~SPRINGVILLE~~	PLANO~~UT~~	TX~~8466~~	75074~~801-91~~	~~Josh Hill~~(847) 722-2632	Rishad Rajabali
3563~~1~~	1~~1~~	1590 CLINT CUT OFF RD~~SALT LAKE CITY~~	CLINT~~UT~~	TX~~8411~~	79836~~801-91~~	~~Josh Hill~~(865) 266-3984	Gemma Patterson
3582~~1~~	~~235~~	5401 KENWOOD DR~~TOOELE~~	ROWLETT~~UT~~	~~84074~~T	~~801-913-1159~~	~~Josh Hill~~(254) 421-5357	Nirali Mandalaywala
3584~~1~~	~~89~~	606 W WALKER ST SUITE B~~SARATOGA~~	BRECKENRIDGE~~UT~~	~~84045~~T	76424~~801-91~~	~~Josh Hill~~(432) 260-8349	Dakota Boulevard
3590~~1~~	1	8075 I-20 S ACCESS RD WEST~~1080 E 500 S~~	CLYDE~~SALT LAKE CITY~~	~~UT~~TX	79510~~84102~~	~~801-913-1159~~(817) 313-	~~Josh Hill~~Jimmy Jamshed
3618~~1~~	1~~5~~	1030 E HIGHWAY 377~~RIVERTON~~	GRANBURY~~UT~~	TX~~8409~~	76048~~801-91~~	~~Josh Hill~~(214) 603-2937	Mitul Gohel
3618~~1~~	2~~5~~	1706 SE 1ST ST~~HIGHLAND~~	MINERAL WELLS~~UT~~	TX~~8400~~	76067~~801-91~~	~~Josh Hill~~(214) 603-2937	Mitul Gohel
3619~~1~~	~~555~~	3311 E BROAD ST STE 103~~PROVIDENCE~~	MANSFIELD~~UT~~	TX~~8433~~	76063~~801-91~~	~~Josh Hill~~(682) 226-6677	Emad Alamleh
3623~~1~~	1~~1~~	13497 N HIGHWAY 183~~DRAPER~~	~~UT~~AUSTIN	TX~~8402~~	~~801-913-1159~~	~~Josh Hill~~(915) 329-3130	Daniel De La Cruz
3698~~1~~	**1~~2~~**	1799 E AUSTIN ST~~SYRACUSE~~	GIDDINGS~~UT~~	TX~~8407~~	78942~~801-91~~	~~Josh Hill~~(713) 855-2729	Parth Patel
3698~~1~~	**2~~1~~**	12836 US HIGHWAY 290 E~~CENTERVILLE~~	Manor~~UT~~	TX~~8401~~	~~801-913-1159~~	~~Josh Hill~~(713) 855-2729	Parth Patel
3751~~1~~	1~~1~~	1800 N HIGHWAY 78~~RICHFIELD~~	WYLIE~~UT~~	TX~~8470~~	75098~~801-91~~	~~Josh Hill~~(469) 203-0159	Joseph Bickham
3755~~1~~	1~~1~~	810 W OCEAN BLVD SUITE A-3~~HEBER~~	LOS FRESNOS~~UT~~	TX~~8403~~	78566~~801-91~~	~~Josh Hill~~(281) 710-2781	JASMINE SANDHU
3755~~1~~	2	~~462~~508 N MAIN ST	LA FERIA~~EPHRAIM~~	~~UT~~TX	78559~~84627~~	~~435-660-1340~~(281) 710-	JASMINE SANDHU
3755~~1~~	3	~~111~~2445 N ~~MAIN ST~~INTERNATIONAL BLVD	WESLACO~~GUNNISON~~	~~UT~~TX	78596~~84634~~	~~435-660-1340~~(281) 710-	JASMINE SANDHU
3766~~3~~	4	~~1010 N MAIN~~3145 5TH STREET	~~NEPHI~~WICHITA FALLS	~~UT~~TX	~~8464~~76301-	~~801-623-8805~~(405) 317-	Cary Ross~~Tyson Olsen~~
3766~~3~~	~~702~~	4520 SOUTHWEST PKWY~~ST GEORGE~~	WICHITA FALLS~~UT~~	TX~~8477~~	~~435-229-0703~~	(405) 317-4700~~Wes~~	Cary Ross
3788~~3~~	**1~~8~~**	~~WASHINGTON~~6408 I-45 SOUTH	LA MARQUE~~UT~~	TX~~8478~~	77568~~435-22~~	(281) 256-7678~~Wes~~	Amrit Sandhu
3788~~3~~	~~96~~	~~CEDAR CITY~~117 HIGHWAY 332 WEST	~~UT~~LAKE JACKSON	TX~~8472~~	77566~~435-22~~	(281) 256-7678~~Wes~~	Amrit Sandhu
3788~~3~~	**3~~1~~**	734 FM 517 WEST~~ST. GEORGE~~	DICKINSON~~UT~~	TX~~8477~~	77539~~435-22~~	(281) 256-7678~~Wes~~	Amrit Sandhu

~~Store numbers in bold indicate franchisees who have a Territory Preservation Agreement ("TPA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3788~~3~~	~~310~~	429 MAIN~~HURRICANE~~	KERRVILLE~~UT~~	TX~~84737~~	78028	(281) 256-7678~~Wes~~	Amrit Sandhu
3788~~3~~	**5**	~~922 E BRIGHAM~~219 W BANDERA RD.	BOERNE~~ST GEORGE~~	~~UT~~TX	~~84790~~	~~435 229 0703~~(281) 256-	Amrit Sandhu~~Wes~~
3794~~3~~	1~~1~~	1715 HALTOM RD~~GREEN RIVER~~	~~UT~~HALTOM CITY	TX~~84525~~	~~208 53~~	~~Geoff Given~~(469) 203-	Joseph Bickham
1632~~3~~	**1**~~7~~	1260 N. STATE ST.~~SALT LAKE CITY~~	PROVO	UT	84604	~~586 944 8139~~(801) 913-	Josh Hill~~Liz Russell~~
1632~~3~~	**2**	~~332 S 200 E~~650 E STATE ST SUITE A	AMERICAN	UT	84003	(801~~ 623 8805~~) 913-	Josh Hill~~Tyson~~
1632~~3~~	~~230~~	74 S STATE STREET~~TREMONTON~~	OREM	UT	84058	(801~~ 623 8805~~) 913-	Josh Hill~~Tyson~~
1632~~3~~	**4**	~~479~~9205 S 700 EAST~~ MAIN STREET~~	SANDY~~SANTAQUIN~~	UT	84070	(801~~ 623 8805~~) 913-	Josh Hill~~Tyson~~
1632~~3~~	~~75~~	1836 WEST 12600 SOUTH~~DELTA~~	RIVERTON	UT	84065	~~435 559 0965~~(801) 913-	Josh Hill~~Jordan~~
1632~~3~~	~~205~~	434 N 900 EAST~~SALINA~~	PROVO	UT	84606	(801~~ 706 3750~~) 913-	Josh Hill~~Gurvinder~~
1632~~06~~	**7**	~~1202~~1074 N MAIN~~ ST SUITE 150~~	~~SUFFOLK~~SPANISH FORK	~~VA~~UT	~~23434~~	~~252 339 0303~~(801) 913-	Josh Hill~~Brent~~
1632~~06~~	**8**~~4~~	880 E 5900 S~~VIRGINIA BEACH~~	~~VA~~MURRAY	UT~~23455~~	~~252 33~~	~~Brent~~(801) 913-1159	Josh Hill
1632~~1~~	**9**~~6~~	3950 W 5400 S~~NORTON~~	KEARNS~~VA~~	UT~~24273~~	~~714 27~~	(801) 913-1159~~Craig~~	Josh Hill
1632~~1~~	~~131~~	7085 S REDWOOD ROAD~~BRISTOL~~	~~VA~~WEST JORDAN	~~24201~~UT	84084	(801) 913-1159~~Craig~~	Josh Hill
1632~~1~~	**11**~~3~~	4124 SOUTH REDWOOD ROAD~~WEBER~~	TAYLORSVILLE~~VA~~	UT~~24290~~	84123	(801) 913-1159~~Craig~~	Josh Hill
1632~~1~~	**12**~~3~~	3380 SOUTH 5600 WEST~~VIRGINIA~~	WEST VALLEY~~VA~~	UT~~23452~~	84120	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**14**~~2~~	1580 SOUTH STATE~~PORTSMOUTH~~	CLEARFIELD~~VA~~	UT~~23702~~	84015	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**15**~~6~~	74 EAST 500 SOUTH SUITE 14~~VIRGINIA~~	BOUNTIFUL~~VA~~	UT~~23464~~	84010	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**16**~~2~~	700 EAST 2100 SOUTH~~HAMPTON~~	SALT LAKE CITY~~VA~~	UT~~23663~~	~~617 73~~	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**17**~~1~~	1650 WEST 9000 SOUTH~~NEWPORT~~	WEST JORDAN~~VA~~	UT~~23602~~	84088	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**18**~~1~~	3632 W 3500 S~~NORFOLK~~	WEST VALLEY~~VA~~	UT~~23518~~	84120	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**19**~~1~~	2600 N 400 E~~NORFOLK~~	OGDEN~~VA~~	UT~~23502~~	84414	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**20**	1430 N 140 E~~2300 W. BEVERLEY~~ ST.	LOGAN~~STAUNTON~~	~~VA~~UT	84341	~~617 733 9795~~(801) 913-	Josh Hill~~Patrick~~
1632~~1~~	**21**~~5~~	4862 SOUTH 1900	~~VA~~ROY	UT~~22801~~	~~617 73~~	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**22**~~1~~	3585 S HARRISON BLVD~~WAYNESBORO~~	OGDEN~~VA~~	UT~~22980~~	84403	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**23**~~9~~	6973 SOUTH 4800 WEST~~VIRGINIA~~	WEST JORDAN~~VA~~	UT~~23455~~	84084	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	~~180~~	805 SOUTH 900W~~CHESAPEAKE~~	SALT LAKE CITY~~VA~~	~~23324~~UT	84104	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**25**~~4~~	~~MADISON HEIGHTS~~2301 EAST 2100	SALT LAKE CITY~~VA~~	UT~~24572~~	84109	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**26**~~1~~	1169 EAST MAIN STREET~~ROANOKE~~	PRICE~~VA~~	UT~~24012~~	84501	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**28**~~1~~	11400 SOUTH 700 EAST~~GALAX~~	DRAPER~~VA~~	UT~~24333~~	84020	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**29**~~1~~	192 NORTH FAIRFIELD~~CHRISTIANSBURG~~	LAYTON~~VA~~	UT~~24073~~	84041	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	~~110~~	1169 WEST HIGHWAY 40 #A~~PULASKI~~	VERNAL~~VA~~	UT~~24301~~	84078	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**31**~~3~~	787 SOUTH US HIGHWAY	PAYSON~~VA~~	UT~~24382~~	84651	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**32**~~3~~	1287 WALL AVE~~COLLINSVILLE~~	OGDEN~~VA~~	UT~~24078~~	84404	~~Patrick O'Connel~~(801)	Josh Hill
1632~~1~~	**33**~~7~~	677 NORTH STATE STREET~~FAIRLAWN~~	LINDON~~VA~~	UT~~24141~~	~~617 73~~	~~Patrick O'Connel~~(801)	Josh Hill

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1632	**342**	1933 NORTH 2000 WEST, SPACE	CLINTON~~VA~~	UT~~24502~~	84015	~~Patrick O'Connel~~(801)	Josh Hill
1632	**359**	3961 W 9000 S~~ROCKY MOUNT~~	WEST JORDAN~~VA~~	UT~~24151~~	84088	~~Patrick O'Connel~~(801)	Josh Hill
1632	**36**	~~301 S~~405 SOUTH MAIN ~~ST.~~STREET	SPRINGVILLE~~STUART~~	~~VA~~UT	84663	~~617-733-9795~~(801) 913-	Josh Hill~~Patrick~~
1632	**371**	1625 WEST 700 NORTH SUITE G~~MARION~~	SALT LAKE CITY~~VA~~	UT~~24354~~	84116	~~Patrick O'Connel~~(801)	Josh Hill
1632	**38**	~~1485 W~~235 N MAIN ST	~~SALEM~~TOOELE	~~VA~~UT	~~24153~~	~~617-733-9795~~(801) 913-	Josh Hill~~Patrick~~
1632	**391**	89 EAST STATE ROAD 73~~BEDFORD~~	SARATOGA SPGS~~VA~~	UT~~24523~~	84043	~~Patrick O'Connel~~(801)	Josh Hill
1632	**403**	1080 E 500 S~~ABINGDON~~	SALT LAKE CITY~~VA~~	UT~~24210~~	84102	~~Patrick O'Connel~~(801)	Josh Hill
1632	~~2010~~	5069 WEST 13400 SOUTH~~FARMVILLE~~	RIVERTON~~VA~~	~~23901~~UT	84096	~~Patrick O'Connel~~(801)	Josh Hill
1632	**533**	5374 WEST 11000 NORTH~~PORTSMOUTH~~	HIGHLAND~~VA~~	UT~~23703~~	84003	(801-) 913--1159	Josh Hill
1632	**54**	~~2328~~555 WEST ~~MERCURY BLVD SUITE C~~100	PROVIDENCE~~HAMPTON~~	~~VA~~UT	84332	(801-) 913--1159	Josh Hill
1632	**551**	155 EAST 13800 SOUTH~~NEWPORT NEWS~~	DRAPER~~VA~~	UT~~23605~~	84020	(801-) 913--1159	Josh Hill
1632	**563**	2432 W 1700 S~~PORTSMOUTH~~	SYRACUSE~~VA~~	UT~~23701~~	84075	(801-) 913--1159	Josh Hill
1632	~~1548~~	184 W PARRISH LANE~~NEWPORT NEWS~~	CENTERVILLE~~VA~~	~~23608~~UT	84014	(801-) 913--1159	Josh Hill
1632	**584**	178 WEST 1500 SUITE 114~~RICHMOND~~	RICHFIELD~~VA~~	UT~~23234~~	84701	(801-) 913--1159	Josh Hill
1632	**593**	1100 S MAIN ST~~RICHMOND~~	HEBER~~VA~~	~~23236~~UT	84032	(801-) 913--1159	Josh Hill
1632	~~5101~~	3292 RICHMOND ST	~~VA~~SALT LAKE CITY	~~23231~~UT	84106	(801-) 913--1159	Josh Hill
1632	**612**	7890 SOUTH 1300 EAST~~COLONIAL~~	SANDY~~VA~~	UT~~23834~~	84094	(801-) 913--1159	Josh Hill
1632	**623**	8255 WEST 3500 SOUTH~~PETERSBURG~~	MAGNA~~VA~~	UT~~23805~~	84044	(801-) 913--1159	Josh Hill
1632	**633**	720 SOUTH MAIN STREET~~HOPEWELL~~	BRIGHAM CITY~~VA~~	UT~~23860~~	84302	(801-) 913--1159	Josh Hill
1632	**641**	11522 SOUTH 4000 WEST~~MIDLOTHIAN~~	~~VA~~SOUTH JORDAN	UT~~23113~~	84095	(801-) 913--1159	Josh Hill
1632	**65**	~~1547~~283 N ~~PARHAM RD~~FLINT ST	~~HENRICO~~KAYSVILLE	~~VA~~UT	~~23229~~	(801-) 913--1159	Josh Hill
1632	**661**	689 NORTH REDWOOD RD~~MIDLOTHIAN~~	~~VA~~NORTH SALT LAKE	UT~~23112~~	84054	(801-) 913--1159	Josh Hill
1632	**671**	2572 EAST SOUTH WEBER DR~~CHESTER~~	SOUTH WEBER~~VA~~	UT~~23831~~	84405	(801-) 913--1159	Josh Hill
1632	**68**	~~13726 HULL STREET~~554 N MILL RD	~~MIDLOTHIAN~~VINEYARD	~~VA~~UT	~~23112~~	(801-) 913--1159	Josh Hill
1632	**697**	414 E MAIN ST~~RICHMOND~~	LEHI~~VA~~	UT~~23225~~	84043	(801-) 913--1159	Josh Hill
1632	**704**	1690 N STATE ST~~RICHMOND~~	OREM~~VA~~	UT~~23223~~	84057	(801-) 913--1159	Josh Hill
1632	**719**	1376 E HIGHWAY 193~~RICHMOND~~	LAYTON~~VA~~	UT~~23228~~	84040	(801-) 913--1159	Josh Hill
1632	~~7332~~	~~RICHMOND~~4699 E HOLLADAY BLVD E	~~VA~~HOLLADAY	~~23228~~UT	84117	(801-) 913--1159	Josh Hill
1632	**736**	1122 S UNIVERSITY AVE ST.	PROVO~~VA~~	UT~~23227~~	84601	(801-) 913--1159	Josh Hill
1632	**756**	4165 N Pony Express	Eagle Mountain~~VA~~	UT~~23111~~	84005	(801-) 913--1159	Josh Hill
1632	~~217 S~~	DELTA CENTER~~ASHLAND~~	SALT LAKE CITY~~VA~~	UT~~23005~~	84101	(801-) 913--1159	Josh Hill
1988	1~~15~~	462 N MAIN ST~~CHESAPEAKE~~	EPHRAIM~~VA~~	UT~~23320~~	84627	(435) 660-	Launey Ivers
1988	2~~50~~	111 N MAIN ST~~VIRGINIA BEACH~~	GUNNISON~~VA~~	UT~~23464~~	84634	(435) 660-	Launey Ivers
3033	1~~11~~	1010 N MAIN STREET~~NORFOLK~~	~~VA~~NEPHI	UT~~23505~~	~~757-63~~	~~Steven Marx~~(801) 623-	Tyson Olsen

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

3347	161	702 EAST 700 SOUTH~~ALEXANDRIA~~	ST GEORGE~~VA~~	UT~~22310~~	84770~~214-~~	(435) 229-0703~~Irfaan-~~	Wes Swaney
3347	2	~~22045 ENTERPRISE~~310 W STATE ST	HURRICANE~~STERLING~~	~~VA~~UT	84737~~201~~	~~559-304-4480~~(435) 229-	Wes
3347	3	~~703 E MARKET~~96 N. MAIN STREET #104	CEDAR CITY~~LEESBURG~~	~~VA~~UT	84720~~201~~	~~559-304-4480~~(435) 229-	Wes
3347	4~~16~~	875 W RED CLIFFS DR~~DUMFRIES~~	~~VA~~WASHINGTON	UT~~22026~~	84780~~559-~~	(435) 229-0703~~jaidev-~~	Wes Swaney
3347	5~~50~~	1973 W. SUNSET BLVD., UNIT	ST. GEORGE~~VA~~	UT~~22204~~	84770~~214-~~	(435) 229-0703~~Irfaan-~~	Wes Swaney
3347	6~~74~~	922 E BRIGHAM RD~~ANNANDALE~~	~~VA~~ST GEORGE	UT~~22003~~	~~214-300-53~~	~~Irfaan Lalani~~(435) 229-	Wes Swaney
3352	~~240-~~	1224 E MAIN ST~~WINCHESTER~~	GREEN RIVER~~VA~~	~~22603~~UT	84525~~336-~~	(208) 535-	Tony Blakeslee
3423	4~~38~~	77 W 1300 S~~WINCHESTER~~	SALT LAKE CITY~~VA~~	UT~~22603~~	84115~~336-~~	(586) 944-	stacy bacevicius
3460	1~~25~~	332 S 200 E~~STEPHENS CITY~~	ROOSEVELT~~VA~~	UT~~22655~~	84066~~336-~~	(801) 623-	Tyson Olson
3460	2~~69~~	230 MAIN ST~~GLOUCESTER COURTHOUS~~	TREMONTON~~VA~~	UT~~23061~~	84337~~517-~~	(801) 623-	Tyson Olson
3460	3~~15~~	479 EAST MAIN STREET~~CULPEPER~~	SANTAQUIN~~VA~~	UT~~22701~~	84655~~202-~~	~~Tejas Desai~~(801) 623-	Tyson Olson
3552	1	~~9181 US~~75 N HIGHWAY ~~29 S~~6	~~BLAIRS~~DELTA	~~VA~~UT	84624~~245~~	~~904-860-~~(435) 559-	Jordan
3620	1~~11~~	2055 S STATE ST~~BEALETON~~	SALINA~~VA~~	~~22712-99~~	84654~~559-~~	(801) 706-3750~~Jaidev-~~	Gurvinder Gill
629~~3~~	105~~8~~	4801 SHORE DRIVE~~ALEXANDRIA~~	VIRGINIA BEACH	VA	23455~~223~~	~~559-304-4480~~	~~Jaidev Kang~~
629~~3~~	107~~1~~	1202 N MAIN ST SUITE 150~~MANASSAS~~	SUFFOLK	VA	23434~~201~~	~~559-304-4480~~	~~Jaidev Kang~~
1553	10	~~9020 MATHIS~~1315 EUCLID AVE	BRISTOL~~MANASSAS~~	VA	~~20110~~242	~~559-304-4480~~(714) 270-	Craig
1553	~~511-~~	660 HWY 58~~FRONT ROYAL~~	NORTON	VA	24273~~226~~	~~559-304-4480~~(714) 270-	Craig
1553	32~~1~~	3026 US HIGHWAY 23 NORTH~~STAFFORD~~	WEBER CITY	VA	24290~~225~~	~~559-304-4480~~(714) 270-	Craig
1618	1~~10~~	4758 S AMHERST HWY~~FREDERICKSBURG~~	MADISON HEIGHTS	VA	24572~~224~~	~~559-304-4480~~(617) 733-	Patrick
1618	2~~28~~	1321 ORANGE AVE NE~~FREDERICKSBURG~~	ROANOKE	VA	24012~~224~~	~~559-304-4480~~(617) 733-	Patrick
1618	3~~57~~	1081 E STUART DR~~FREDERICKSBURG~~	GALAX~~VA~~	VA~~22407~~	24333~~559-~~	~~Jaidev Kang~~(617) 733-	Patrick OConnel
1618	5~~73~~	1576 N FRANKLIN	CHRISTIANSBURG~~VA~~	VA~~22406~~	24073~~559-~~	~~Jaidev Kang~~(617) 733-	Patrick OConnel
1618	7~~14~~	1000 E MAIN ST~~WOODBRIDGE~~	PULASKI~~VA~~	VA~~22191~~	24301~~559-~~	~~Jaidev Kang~~(617) 733-	Patrick OConnel
1618	8~~43~~	380 COMMONWEALTH DR~~DALE CITY~~	WYTHEVILLE~~VA~~	VA~~22193~~	24382~~559-~~	~~Jaidev Kang~~(617) 733-	Patrick OConnel
1618	10~~8~~	3460 VIRGINIA AVENUE~~RUCKERSVILLE~~	COLLINSVILLE~~VA~~	VA~~22968~~	24078~~202-~~	(617) 733-9795~~Tejas-~~	Patrick OConnel
1618	11~~5~~	7414 LEE HWY~~ELKTON~~	FAIRLAWN~~VA~~	VA~~22827~~	24141~~304-~~	~~Jeff Johnson~~(617) 733-	Patrick OConnel
1618	12~~6~~	2827 CANDLERS MOUNTAIN	LYNCHBURG~~VA~~	VA~~20169~~	24502~~703-~~	(617) 733-	Patrick OConnel
1618	14~~6~~	952 TANYARD RD~~KILMARNOCK~~	ROCKY MOUNT~~VA~~	VA~~22482~~	24151~~804-~~	~~Shivang Patel~~(617) 733-	Patrick OConnel
1618	15~~2~~	301 S MAIN ST.~~WARRENTON~~	STUART~~VA~~	VA~~20186~~	24171~~571-~~	~~Partap Sidhu~~(617) 733-	Patrick OConnel
1618	17~~2~~	1129 N MAIN ST~~CHESAPEAKE~~	MARION~~VA~~	VA~~23322~~	24354~~214-~~	~~Nik Bhakta~~(617) 733-	Patrick OConnel
1618	19~~4~~	1485 W MAIN ST~~WILLIAMSBURG~~	~~VA~~SALEM	VA~~23188~~	~~214-563-77~~	~~Nik Bhakta~~(617) 733-	Patrick OConnel
1618	21~~4~~	1111 E. LYNCHBURG SALEM	BEDFORD~~VA~~	VA~~24018~~	24523~~424-~~	(617) 733-	Patrick OConnel
1618	24~~7~~	372 TOWNE CENTER DR~~ROANOKE~~	ABINGDON~~VA~~	VA~~24019~~	24210~~424-~~	(617) 733-	Patrick OConnel
1618	27	~~1449 SOUTH~~2010 S MAIN ~~STREET~~ST	~~DANVILLE~~FARMVILLE	VA	~~24541~~239	~~424-702-5774~~(617) 733-	Patrick

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~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1618	3335	3448 HOLLAND ROAD~~SOUTH BOSTON~~	VIRGINIA BEACH	VA	23452~~245~~	~~424-702-5774~~(617) 733-	Patrick
1618	3412	2032 VICTORY BOULEVARD #5~~DANVILLE~~	PORTSMOUTH	VA	23702~~245~~	~~424-702-5774~~(617) 733-	Patrick
1618	3510	6517 COLLEGE PARK SQUARE~~STONY~~	VIRGINIA BEACH	VA	23464~~238~~	~~703-576-1728~~(617) 733-	Patrick
1618	3612	2020 NICKERSON~~WARFIELD~~	HAMPTON	VA	23663~~238~~	~~703-576-1728~~(617) 733-	Patrick
1618	3758	12735 JEFFERSON AVENUE~~PRINCE~~	NEWPORT NEWS	VA	23602~~238~~	~~703-576-1728~~(617) 733-	Patrick
1618	6190	1547 E. LITTLE CREEK RD.~~ESSEX JUNCTION~~	NORFOLK~~VT~~	~~5452~~VA	23518~~702-~~	(617) 733-9795~~James~~	Patrick OConnel
1618	7111	1126 NORTH MILITARY	NORFOLK~~VT~~	~~5701~~VA	23502~~702-~~	~~James Allen~~(617) 733-	Patrick OConnel
1618	81	2300 W. BEVERLEY~~200 CARTER~~ ST.	STAUNTON~~SEDRO WOOLL~~	~~WA~~VA	24401~~982~~	~~360-303-2293~~(617) 733-	~~Bob Nevitt~~Patrick
1618	8224	52 S. CARLTON ST.~~BELLINGHAM~~	HARRISONBURG~~WA~~	VA~~98229~~	22801~~360-~~	~~Bob Nevitt~~(617) 733-	Patrick OConnel
1618	8310	1327 B WEST BROAD STREET~~BELLINGHAM~~	WAYNESBORO~~WA~~	VA~~98229~~	22980~~360-~~	~~Bob Nevitt~~(617) 733-	Patrick OConnel
1618	8618	925 DIAMOND SPRINGS RD~~LYNDEN~~	VIRGINIA BEACH~~WA~~	VA~~98264~~	23455~~360-~~	~~Bob Nevitt~~(617) 733-	Patrick OConnel
1618	87	~~1605 N 18TH~~1800 LIBERTY ST	CHESAPEAKE~~MOUNT~~	~~WA~~VA	23324~~982~~	~~360-303-2293~~(617) 733-	~~Bob Nevitt~~Patrick
~~0400~~	~~3210~~	1508 SAMS CIRCLE~~BELLINGHAM~~	CHESAPEAKE~~WA~~	VA~~98225~~	23320~~360-~~	~~Bob Nevitt~~(617) 733-	Patrick OConnel
1632	~~2055~~	4719 WALMSLEY BLVD~~FERNDALE~~	RICHMOND~~WA~~	VA~~98248~~	23234~~360-~~	~~Bob Nevitt~~(801) 913-	Josh Hill
1632	**4471**	321 NORTH ARCH RD.~~EVERSON~~	RICHMOND~~WA~~	VA~~98247~~	~~360-303-22~~	~~Bob Nevitt~~(801) 913-	Josh Hill
1632	**448**	~~1419 COMMERCIAL~~5101 S LABURNUM AVE	RICHMOND~~ANACORTES~~	~~WA~~VA	~~98221~~232	~~360-303-2293~~(801) 913-	Josh Hill~~Bob Nevitt~~
1632	~~6031-~~	2104 BOULEVARD~~MARYSVILLE~~	COLONIAL HEIGHTS~~WA~~	VA~~98270~~	23834~~360-~~	(801) 913-1159~~Tim~~	Josh Hill
1632	**4508**	3225 S CRATER RD~~EVERETT~~	PETERSBURG~~WA~~	VA~~98204~~	23805~~360-~~	(801) 913-1159~~Tim~~	Josh Hill
1632	~~1523~~	3512 OAKLAWN BLVD~~EVERETT~~	HOPEWELL~~WA~~	~~98208~~VA	23860~~360-~~	(801) 913-1159~~Tim~~	Josh Hill
1632	**4529**	13300 MIDLOTHIAN	MIDLOTHIAN~~WA~~	VA~~98270~~	23113~~360-~~	~~Tim Hawkins~~(801) 913-	Josh Hill
1632	~~3625-~~	1547 N PARHAM RD~~LYNNWOOD~~	~~WA~~HENRICO	VA~~98087~~	~~360-961-24~~	~~Tim Hawkins~~(801) 913-	Josh Hill
1632	**4541**	10220 HULL STREET ROAD~~BURIEN~~	MIDLOTHIAN~~WA~~	VA~~98166~~	23112~~509-~~	(801) 913-	Josh Hill
1632	**4551**	11101 IRON BRIDGE ROAD~~SEATTLE~~	CHESTER~~WA~~	VA~~98146~~	23831~~509-~~	(801) 913-	Josh Hill
1632	**456**	~~203 SOUTH 2ND~~13726 HULL STREET RD	MIDLOTHIAN~~RENTON~~	~~WA~~VA	~~98057~~231	~~509-432-5212~~(801) 913-	Josh Hill~~Jatinder~~
1632	**4577**	7340 FOREST HILL AVE~~LYNNWOOD~~	RICHMOND~~WA~~	VA~~98036~~	23225~~509-~~	(801) 913-	Josh Hill
1632	**4581**	4007 MECHANICSVILLE	RICHMOND~~WA~~	VA~~98133~~	23223~~509-~~	~~Jatinder Jassal~~(801)	Josh Hill
1632	**4594**	9514 WOODMAN RD~~SPOKANE~~	RICHMOND~~WA~~	VA~~99207~~	23228~~209-~~	(801) 913-	Josh Hill
1632	**460**	~~1521 N. ARGONNE~~7332 STAPLES MILL RD.	RICHMOND~~SPOKANE~~	~~WA~~VA	~~99212~~232	~~209-620-2323~~(801) 913-	Josh Hill~~Fernando~~
1632	~~2905~~	6040 BROOK RD.~~SPOKANE~~	RICHMOND~~WA~~	~~99223~~VA	23227~~209-~~	(801) 913-	Josh Hill
1632	~~26477~~	6493 MECHANICSVILLE	MECHANICSVILLE~~WA~~	VA~~98292~~	23111~~360-~~	~~JOEL TIMMER~~(801) 913-	Josh Hill
1632	**4631**	217 S WASHINGTON~~MONROE~~	ASHLAND~~WA~~	VA~~98272~~	23005~~425-~~	~~Austin Meixner~~(801)	Josh Hill
1632	**4654**	3134 TYRE NECK ROAD~~MOUNTLAKE~~	PORTSMOUTH~~WA~~	VA~~98043~~	23703~~425-~~	~~Carl Womack~~(801) 913-	Josh Hill
1632	**4662**	2328 WEST MERCURY BLVD SUITE	~~WA~~HAMPTON	VA~~98037~~	~~425-238-00~~	~~Carl Womack~~(801) 913-	Josh Hill
1632	~~8530~~	10119 JEFFERSON AVE~~KENNEWICK~~	NEWPORT NEWS~~WA~~	VA~~99336~~	23605	(801-) 913--1159	Josh Hill

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Franchise Stores in the USA as of 12/31/2023

1632	**4681**	3014 TURNPIKE RD~~PASCO~~	PORTSMOUTH~~WA~~	VA~~99~~	23701	(801-) 913--1159	Josh Hill
1632	**469**	15482 WARWICK~~2301 W. NOB HILL~~	NEWPORT NEWS~~YAKIMA~~	~~WA~~V	23608~~989~~	(801-) 913--1159	Josh Hill
1632	**4706**	12551 Jefferson Davis Hwy~~SPOKANE~~	~~WA~~Chester	~~99208~~	23831	(801-) 913--1159	Josh Hill
1778	1~~2632~~	5072 FERRELL PARKWAY~~KENNEWICK~~	VIRGINIA BEACH~~WA~~	VA~~99~~	23464~~801-~~	~~Josh Hill~~(757) 633-	Steven Marx
1778	2~~2010~~	1101 W LITTLE CREEK RD~~SUNNYSIDE~~	NORFOLK~~WA~~	VA~~98~~	23505~~801-~~	~~Josh Hill~~(757) 633-	Steven Marx
1940	9~~1250~~	6144 ROSE HILL DR~~WENATCHEE~~	ALEXANDRIA~~WA~~	VA~~98~~	22310~~801-~~	~~Josh Hill~~(214) 300-	Irfaan Lalani
1954	1~~509~~	22045 ENTERPRISE ST~~SPOKANE VALLEY~~	~~WA~~STERLING	VA~~99~~	~~801-913-11~~	~~Josh Hill~~(559) 304-	jaidev Kang
1954	~~234~~	~~RICHLAND~~703 E MARKET STREET	~~WA~~LEESBURG	~~99354~~	~~801-913-11~~	~~Josh Hill~~(559) 304-	jaidev Kang
1954	3~~4911~~	16708 JEFFERSON DAVIS HWY~~PASCO~~	DUMFRIES~~WA~~	VA~~99~~	22026~~801-~~	~~Josh Hill~~(559) 304-	jaidev Kang
1978	2~~1220~~	7436 LITTLE RIVER TURNPIKE~~SPOKANE~~	ANNANDALE~~WA~~	VA~~99~~	22003~~801-~~	~~Josh Hill~~(214) 300-	Irfaan Lalani
1978	5~~900~~	5025 COLUMBIA PIKE~~GRANDVIEW~~	ARLINGTON~~WA~~	VA~~98~~	22204~~714-~~	(214) 300-5387	Irfaan Lalani
1995	1	~~933 N STRATFORD RD~~240 RIVENDELL	~~MOSES LAKE~~WINCHESTER	~~WA~~V	~~98837~~226	~~714-520-9521~~(336) 413-	Shawn Darter
1995	2~~1014~~	381 GATEWAY DR SUITE 1~~YAKIMA~~	WINCHESTER~~WA~~	VA~~98~~	22603~~714-~~	(336) 413-6709	Shawn Darter
1995	5~~3183~~	255 FAIRFAX PIKE SUITE 1~~FEDERAL WAY~~	STEPHENS CITY~~WA~~	VA~~98~~	22655~~253-~~	(336) 413-	Shawn Darter
2057	5~~2702~~	6939 GEORGE WASHINGTON HWY~~KENT~~	GLOUCESTER	VA~~98~~	23061~~253-~~	(517) 896-	Christopher Cook
3023	1~~3159~~	15137 MONTANUS DRIVE~~OAK HARBOR~~	CULPEPER~~WA~~	VA~~98~~	22701~~360-~~	(202) 345-0306~~Mike-~~	Tejas Desai
3077	3478	9181 US HIGHWAY 29 S~~VANCOUVER~~	~~WA~~BLAIRS	VA~~98~~	~~541-923-59~~	(904) 860-1355	Petra Arellano
3207	1~~1501~~	1465 STAFFORD MARKET	STAFFORD~~WA~~	VA~~98~~	22556~~702-~~	(559) 304-	
3207	~~110~~	10661 COURTHOUSE ROAD~~KENT~~	FREDERICKSBURG~~WA~~	VA~~98~~	22407~~702-~~	(559) 304-	
3207	3~~2500~~	282 DEACON RD~~FEDERAL WAY~~	FREDERICKSBURG~~WA~~	VA~~98~~	22405~~702-~~	(559) 304-	
3207	4~~1060~~	5713 PLANK RD~~KENT~~	FREDERICKSBURG~~WA~~	VA~~98~~	22407~~702-~~	(559) 304-	
3252	129~~4~~	596 MOUNT HERMON RD~~AUBURN~~	ELKTON~~WA~~	VA~~98~~	22827~~702-~~	(304) 678-	Jeff Johnson
3318	1~~1013~~	6428 TRADING SQUARE LANE~~GRAHAM~~	HAYMARKET~~WA~~	VA~~98~~	20169~~253-~~	(703) 627-6600~~Ken-~~	Jermanjit Singh
3499	5~~724~~	736 WARRENTON RD #114~~MILTON~~	FREDERICKSBURG~~WA~~	VA~~98~~	22406~~253-~~	(559) 304-4480~~Ken-~~	Jaidev Kang
3499	6~~101 S.~~	9020 MATHIS AVE~~TACOMA~~	MANASSAS~~WA~~	VA~~98~~	20110	(559~~-708-6569~~) 304-	Jaidev
3499	~~828~~	10490 SUDLEY MANOR DR~~TACOMA~~	MANASSAS~~WA~~	VA~~98~~	20109	(559~~-708-6569~~) 304-	Jaidev
3499	8~~1001~~	14079 JEFFERSON DAVIS	WOODBRIDGE~~WA~~	VA~~98~~	22191	(559~~-708-6569~~) 304-	Jaidev
3499	9~~1611~~	4315 DALE BLVD.~~PUYALLUP~~	DALE CITY~~WA~~	VA~~98~~	22193	(559~~-708-6569~~) 304-	Jaidev
3539	1~~2421~~	608 N MAIN ST~~TACOMA~~	KILMARNOCK~~WA~~	VA~~98~~	22482~~559-~~	(804) 721-	
3662	**3**~~3709~~	237 S BATTLEFIELD BLVD~~PUYALLUP~~	CHESAPEAKE~~WA~~	VA~~98~~	23322~~559-~~	(252) 489-	Gregory Nigro
3662	**4**~~805~~	4655 MONTICELLO AVE UNIT 107~~LACEY~~	WILLIAMSBURG~~WA~~	VA~~98~~	23188~~559-~~	(252) 489-	Gregory Nigro
3670	1~~5502~~	4025 BRAMBLETON AVE~~TACOMA~~	ROANOKE~~WA~~	VA~~98~~	24018~~559-~~	(424) 702-	Michael Aminpour
3670	2~~2117~~	7234 WILLIAMSON RD~~BONNEY LAKE~~	ROANOKE~~WA~~	VA~~98~~	24019~~559-~~	(424) 702-	Michael Aminpour
3670	3~~319~~	1449 SOUTH MAIN STREET~~ABERDEEN~~	~~WA~~DANVILLE	VA~~98~~	~~559-708-65~~	(424) 702-	Michael Aminpour

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Franchise Stores in the USA as of 12/31/2023

3670	~~11114~~	3508 OLD HALIFAX RD~~TACOMA~~	SOUTH BOSTON~~WA~~	~~98444~~VA	24592~~559-70~~	(424) 702-		Michael Aminpour
3670	5~~638 S.~~	1287 PINEY FOREST RD~~WALLA WALLA~~	DANVILLE~~WA~~	VA~~99362~~	24540~~509-54~~	~~Fernando Robles~~(424)		Michael Aminpour
3694	1~~1732~~	10396 BLUE STAR HWY~~ARLINGTON~~	STONY CREEK~~WA~~	VA~~98223~~	23882~~425-31~~	(703) 576-		Greg Manzer
3694	~~15423~~	12461 OLD STAGE RD~~KENT~~	WARFIELD~~WA~~	~~98042~~VA	23889~~209-62~~	(703) 576-		Greg Manzer
3694	3~~1732~~	5803 PRINCE GEORGE DR~~RENTON~~	PRINCE GEORGE~~WA~~	VA~~98058~~	23875~~209-62~~	(703) 576-		Greg Manzer
3750	~~12620~~	8246 RICHMOND HWY~~KIRKLAND~~	ALEXANDRIA~~WA~~	~~98033~~VA	22309~~209-62~~	(202) 330-		Jaidev Kang
3750	2	~~16~~511 N.~~W. 13TH~~ ROYAL AVE.~~~	~~BATTLE GROUND~~FRONT	~~WA~~VA	~~9860~~422630	~~801-815-1887~~(202) 330-		Jaidev Kang~~Clark Nichols~~
3750	~~221 G~~	11133 MARSH RD~~VANCOUVER~~	BEALETON~~WA~~	VA~~98664~~	~~801-815-1887~~	(202) 330-8953~~Clark~~		Jaidev Kang
3761	~~12010~~	251 WEST LEE HWY #668~~VANCOUVER~~	WARRENTON~~WA~~	VA~~98682~~	20186~~801-81~~	(540) 216-7937~~Clark~~		Ramanpreet Kaur Ma
3798	1~~1015~~	8627 SEMINOLE TRAIL~~LONGVIEW~~	RUCKERSVILLE~~WA~~	VA~~98632~~	22968~~801-81~~	(202) 716-3227~~Clark~~		Mahmoud Hassan
700~~3~~	3829	CHARLOTTE AMALIE~~VANCOUVER~~	ST THOMAS~~WA~~	VI~~98683~~	~~801-815-1887~~	(402) 463-3017~~Clark~~		
700~~3~~	3972	SUNNY ISLES SHOP CTR-A	~~310 NE 78TH~~ ST CROIX	~~VANCOUV~~	~~WA~~820	~~98665~~(402) 463-3017	~~801-815-1887~~	~~Clark Niche~~
3644	**1**~~1280~~	90 CENTER ROAD~~WOODLAND~~	ESSEX JUNCTION~~WA~~	VT~~98674~~	~~206-412-7929~~	(702) 682-		James Allen
3644	**2**~~1549~~	113 US RT 4 EAST~~CHEHALIS~~	RUTLAND~~WA~~	VT~~98532~~	~~360-402-7958~~	(702) 682-9897~~Justin~~		James Allen
3644	**3**~~704~~	1241 Williston Road~~TUMWATER~~	~~WA~~South Burlington	VT~~98512~~	~~360-402-7958~~	(702) 682-9897~~Justin~~		James Allen
~~3567~~	~~2106~~	2430 YEW STREET~~OLYMPIA~~	BELLINGHAM	WA	98229~~98502~~	~~253-226-1820~~(360) 303-		Ray Caldwell~~Joshua Brumley~~
400~~3~~	2~~3150~~	1072 LAKEWAY DRIVE~~SILVERDALE~~	BELLINGHAM	WA	9822~~98383~~	(360~~-621-1333~~) 303-		Ray Caldwell~~Sukhwinder Singh~~
400~~3~~	3~~1107~~	1804 18TH ST~~BREMERTON~~	LYNDEN	WA	9826~~98312~~	(360~~-621-1333~~) 303-		Ray Caldwell~~Sukhwinder Singh~~
400~~3~~	4~~1900~~	1605 N 18TH ST~~PORT ORCHARD~~	MOUNT VERNON	WA	9827~~98366~~	(360~~-621-1333~~) 303-		Ray Caldwell~~Sukhwinder Singh~~
400~~3~~	5~~5050~~	3210-A NORTHWEST~~BREMERTON~~	BELLINGHAM	WA	9822~~98311~~	(360~~-621-1333~~) 303-		Ray Caldwell~~Sukhwinder Singh~~
~~0089~~	6~~1400~~	2055 VISTA STREET~~APPLETON~~	FERNDALE~~WI~~	~~54914~~WA	98248~~920-73~~	(360) 303-2293~~Bill~~		Ray Caldwell
~~0089~~	8~~317 E~~	119 KIRSCH DR.~~APPLETON~~	EVERSON~~WI~~	~~54915~~WA	98247~~920-73~~	(360) 303-2293~~Bill~~		Ray Caldwell
~~0089~~	11~~10~~	1419 COMMERCIAL AVE~~OSHKOSH~~	~~WI~~ANACORTES	~~54902~~WA	~~920-734-3120~~	(360) 303-2293~~Bill~~		Ray Caldwell
~~0089~~	12	~~7 WEST SCOTT~~200 CARTER ST	SEDRO-WOOLLEY~~FOND~~	~~WI~~WA	98284~~54935~~	~~920-734-3120~~(360) 303-		Ray Caldwell~~Bill Veremis~~
1355	1~~207~~	6031-C 47TH AVENUE NE~~NEW LONDON~~	MARYSVILLE~~WI~~	~~54961~~WA	98270~~920-73~~	(360) 961-2433~~Bill~~		Tim Hawkins
1355	2~~133~~	8550 EVERGREEN WAY~~LITTLE CHUTE~~	EVERETT~~WI~~	~~54140~~WA	98204~~920-73~~	(360) 961-2433~~Bill~~		Tim Hawkins
1355	5~~661~~	9925 STATE AVENUE~~APPLETON~~	~~WI~~MARYSVILLE	~~54911~~WA	98270~~920-73~~	(360) 961-2433~~Bill~~		Tim Hawkins
1475	1~~1981~~	14400 AMBAUM BLVD.~~GREEN BAY~~	BURIEN~~WI~~	~~54302~~WA	98166~~920-73~~	(509) 432-5212~~Bill~~		Jatinder Jassal
1475	2~~2262~~	10439 16TH AVENUE SW~~GREEN BAY~~	SEATTLE~~WI~~	~~54303~~WA	98146~~920-73~~	(509) 432-5212~~Bill~~		Jatinder Jassal
1475	5~~3921~~	7600 196TH STREET SW~~ALLOUEZ~~	LYNNWOOD~~WI~~	~~54301~~WA	98036~~920-73~~	(509) 432-5212~~Bill~~		Jatinder Jassal
1475	6~~1053~~	18336 AURORA AVENUE	SHORELINE~~WI~~	~~54956~~WA	98133~~920-73~~	(509) 432-5212~~Bill~~		Jatinder Jassal
1565	1	~~408~~1521 N~~CENTRAL~~. ARGONNE RD.	SPOKANE	~~WI~~WA	99212~~54449~~	~~715-897-5216~~(209) 620-		Fernando Santiago
1565	4	~~2501 CHURCH~~2905 SOUTH REGAL STREET	SPOKANE~~STEVENS POINT~~	~~WI~~WA	~~5448~~199223	~~715-572-5581~~(209) 620-		Fernando Santiago~~Jamison Bronk~~
1565	9~~915~~	4015 N. MARKET ST~~ASHLAND~~	SPOKANE~~WI~~	WA~~54806~~	99207~~715-29~~	(209) 620-2323~~Dale~~		Fernando Santiago

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Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

1631	1~~10~~	4311 212TH STREET SW~~LA CROSSE~~	MOUNTLAKE TERRACE~~WI~~	WA~~546~~	98043~~715-~~	~~Dale Brooks~~(425) 238-	Carlis Womack
1631	3~~11~~	202 164TH STREET SW~~WAUPACA~~	LYNNWOOD~~WI~~	WA~~549~~	98037~~920-~~	~~DJ Maus~~(425) 238-	Carlis Womack
1703	201	1935 W.~~1838 WEST~~ COURT ST.	PASCO~~JANESVILLE~~	~~WI~~WA	99301~~535~~	~~650-296-5367~~	~~Robertson Yao~~
1703	202~~1~~	2301 W. NOB HILL BLVD.,~~WAUSAU~~	YAKIMA~~WI~~	WA~~544~~	98902~~715-~~	~~Debra Moreland~~	
1703	~~1699-~~	6101 N. DIVISION~~SCHOFIELD~~	SPOKANE~~WI~~	~~54476~~W	~~715-551-3934~~99208-1025		~~Debra Moreland~~
1703	204~~2~~	2632 W. KENNEWICK AVE.~~BELOIT~~	KENNEWICK~~WI~~	WA~~535~~	99336~~650-~~	~~Robertson Yao~~	
1703	~~1920-~~	2010 YAKIMA VALLEY HWY~~HUDSON~~	SUNNYSIDE~~WI~~	~~54016~~W	98944~~651-~~	~~Denise Lay~~	
1703	206~~7~~	1250 N. WENATCHEE AVENUE~~ANTIGO~~	WENATCHEE~~WI~~	WA~~544~~	98801~~920-~~	~~Sheri~~	
1703	207~~1~~	509 NORTH SULLIVAN RD~~SUPERIOR~~	SPOKANE VALLEY~~WI~~	WA~~548~~	99037~~218-~~	~~Michelle Rapp~~	
1703	208	~~2464 SOUTH MAIN~~234 SYMONS ST	~~RICE LAKE~~RICHLAND	~~WI~~WA	~~54868~~993	~~715-205-9098~~	~~Kevin Segebrecht~~
1703	209~~1~~	4911 N. ROAD 68 SUITE A~~SHAWANO~~	PASCO~~WI~~	WA~~541~~	99301~~715-~~	~~Mark Corbin~~	
1703	210~~2~~	12208 NORTH DIVISION~~EAU CLAIRE~~	SPOKANE~~WI~~	WA~~547~~	99218~~715-~~	~~Mark Corbin~~	
1703	211	~~88~~530 W GAGE BLVD~~MADISON~~	KENNEWICK~~EAU CLAIRE~~	~~WI~~WA	99336~~547~~	~~715-395-9950~~	~~Mark Corbin~~
1711	~~132~~	900 W WINE COUNTRY RD~~MENOMONIE~~	GRANDVIEW~~WI~~	WA~~547~~	98930~~715-~~	(714) 520-9521~~Mark-~~	Aurelio Castaneda
1711	7~~21~~	933 N STRATFORD RD SUITE D~~RACINE~~	~~WI~~MOSES LAKE	WA~~534~~	~~414-477-97~~	(714) 520-9521~~Matt-~~	Aurelio Castaneda
1711	8~~16~~	1014 E NOB HILL BLVD~~GRAFTON~~	YAKIMA~~WI~~	WA~~530~~	98901~~414-~~	(714) 520-9521~~Matt-~~	Aurelio Castaneda
1771	1~~14~~	27020 PACIFIC HIGHWAY SOUTH~~WEST~~	KENT~~WI~~	WA~~530~~	98032~~414-~~	(253) 315-4356~~Matt-~~	Manjod Kumar
1771	3~~56~~	31830 PACIFIC HWY S~~MUSKEGO~~	FEDERAL WAY~~WI~~	WA~~531~~	98003~~414-~~	(253) 315-4356~~Matt-~~	Manjod Kumar
1999	1~~29~~	31595 STATE ROUTE 20~~SHEBOYGAN~~	OAK HARBOR~~WI~~	WA~~530~~	98277~~414-~~	(360) 220-6060~~Matt-~~	Mike DeWilde
2065	~~51 S~~	5508 E. FOURTH PLAIN BLVD.~~HILBERT~~	VANCOUVER~~WI~~	~~54129~~W	98661~~920-~~	(541) 923-5931~~Buddi-~~	Mundee Viers
2086	1~~54~~	15018 PACIFIC AVENUE SOUTH~~EGG~~	SPANAWAY~~WI~~	WA~~542~~	98444~~920-~~	(702) 807-	Benjamin Campbell
2086	2~~27~~	2500 SW 336TH STREET~~MANITOWOC~~	FEDERAL WAY~~WI~~	WA~~542~~	98023~~217-~~	(702) 807-9613~~Dave-~~	Benjamin Campbell
2086	3~~30~~	110 WASHINGTON AVENUE	KENT~~WI~~	WA~~530~~	98032~~217-~~	(702) 807-9613~~Dave-~~	Benjamin Campbell
2086	4~~22~~	10607 SE 240TH STREET~~OSHKOSH~~	KENT~~WI~~	WA~~549~~	98031~~217-~~	(702) 807-9613~~Dave-~~	Benjamin Campbell
2086	5~~19~~	415 AUBURN WAY NORTH~~KAUKAUNA~~	AUBURN~~WI~~	WA~~541~~	98002~~217-~~	(702) 807-9613~~Dave-~~	Benjamin Campbell
3004	1~~28~~	10137 224TH STREET EAST~~MADISON~~	GRAHAM~~WI~~	WA~~537~~	98338~~217-~~	(253) 307-3501~~Dave-~~	Ken Giovannini
3004	3~~70~~	724 MERIDIAN E~~MADISON~~	MILTON~~WI~~	WA~~537~~	98354~~217-~~	(253) 307-3501~~Dave-~~	Ken Giovannini
3022	4~~30~~	101 S. 38TH STREET~~FITCHBURG~~	TACOMA~~WI~~	WA~~537~~	98418~~217-~~	(559) 708-6569~~Dave-~~	Shabnam Randhawa
3022	5~~13~~	828 EAST 72ND STREET~~SUN PRAIRIE~~	TACOMA~~WI~~	WA~~535~~	98404~~217-~~	(559) 708-6569~~Dave-~~	Shabnam Randhawa
3022	~~705~~	10011 BRIDGEPORT WAY~~RIVER FALLS~~	LAKEWOOD~~WI~~	WA~~540~~	98499~~248-~~	~~Marouf Marouf~~(559)	Shabnam Randhawa
3022	~~182~~	16116 MERIDIAN SOUTH~~GREEN BAY~~	PUYALLUP~~WI~~	~~54304~~W	98374~~715-~~	~~Mike Buck~~(559) 708-	Shabnam Randhawa
3022	8~~32~~	2421 SOUTH UNION AVE~~GREEN BAY~~	TACOMA~~WI~~	WA~~543~~	98405~~715-~~	~~Mike Buck~~(559) 708-	Shabnam Randhawa
3022	9~~25~~	3709 MERIDIAN SOUTH~~ABRAMS~~	PUYALLUP~~WI~~	WA~~541~~	98373~~715-~~	~~Mike Buck~~(559) 708-	Shabnam Randhawa
3022	10~~M~~	805 SE COLLEGE STREET~~HUNTINGTON~~	LACEY~~WV~~	WA~~257~~	98503~~304-~~	~~Vicki Dunn-marshall~~(559)	Shabnam Randhawa

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Franchise Stores in the USA as of 12/31/2023

3022	116	5502 ORCHARD STREET	TACOMA~~WV~~	WA~~25504~~	98467~~304-~~	~~Vicki Dunn-marshall~~(559)	Shabnam Randhawa
3022	~~288~~	21170 WA 410~~HUNTINGTON~~	BONNEY LAKE~~WV~~	~~25702~~WA	98391~~304-~~	~~Vicki Dunn-marshall~~(559)	Shabnam Randhawa
3022	14~~1~~	319 W WISHKAH ST~~HUNTINGTON~~	ABERDEEN~~WV~~	WA~~25701~~	98520~~304-~~	~~Vicki Dunn-marshall~~(559)	Shabnam Randhawa
3022	15	~~710 GRAND CENTRAL~~11114 PACIFIC	TACOMA~~VIENNA~~	~~WV~~WA	~~26105~~984	~~304-865-2284~~(559) 708-	Shabnam
3057	1~~9~~	638 S. 9TH STREET~~PARKERSBURG~~	WALLA WALLA~~WV~~	~~26101~~WA	99362~~304-~~	(509) 540-5297~~Lloyd~~	Fernando Robles
3099	1~~1~~	17323 SMOKEY POINT	ARLINGTON~~WV~~	~~26301~~WA	98223~~304-~~	(425) 314-8613~~Lloyd~~	Charles Tomyn
3162	1	~~3006 7TH~~15423 SE 272ND STREET	~~PARKERSBURG~~KENT	~~WV~~WA	~~26101~~980	~~304-865-2284~~(209) 620-	Fernando
3162	3~~1~~	17324 SE 140TH AVE~~BUCKHANNON~~	RENTON~~WV~~	WA~~26201~~	98058~~304-~~	(209) 620-2323~~Lloyd~~	Fernando Santiago
3162	7	~~211 MILFORD~~12620 NE 85TH STREET	~~CLARKSBURG~~KIRKLAND	~~WV~~WA	~~26301~~980	~~304-865-2284~~(209) 620-	Fernando
3188	1~~1~~	221-G NE 104TH AVENUE~~FAIRMONT~~	VANCOUVER~~WV~~	WA~~26554~~	98664~~304-~~	(801) 815-1887~~Lloyd~~	Clark Nichols
3188	2~~3~~	12010-A NE 4TH PLAIN~~BECKLEY~~	VANCOUVER~~WV~~	~~25801~~WA	98682~~304-~~	~~Vicki Dunn-Marshall~~(801)	Clark Nichols
3188	~~937~~	1015 OCEAN BEACH HWY~~OAK HILL~~	LONGVIEW~~WV~~	~~25901~~WA	98632~~304-~~	~~Vicki Dunn-Marshall~~(801)	Clark Nichols
3188	~~229~~	1125 SE 163RD PLACE~~BEAVER~~	VANCOUVER~~WV~~	~~25813~~WA	98683~~304-~~	~~Vicki Dunn-Marshall~~(801)	Clark Nichols
3188	5~~1~~	310 NE 78TH ST~~CRAB ORCHARD~~	~~WV~~VANCOUVER	~~25827~~WA	~~304-638-17~~	~~Vicki Dunn-Marshall~~(801)	Clark Nichols
3188	6~~1~~	16 N.W. 13TH AVE.~~PRINCETON~~	~~WV~~BATTLE GROUND	~~24740~~WA	~~304-638-17~~	~~Vicki Dunn-Marshall~~(801)	Clark Nichols
3419	1~~1~~	1280 LEWIS RIVER RD~~BLUEFIELD~~	WOODLAND~~WV~~	~~24701~~WA	98674~~304-~~	~~Vicki Dunn-Marshall~~(206)	Sukhbir Singh
3536	1~~1~~	704 TROSPER RD SW STE 122~~FAIRLEA~~	TUMWATER~~WV~~	~~24901~~WA	98512~~304-~~	~~Vicki Dunn-Marshall~~(360)	Justin Dahl
3536	2~~8~~	1549 NW LOUISIANA	CHEHALIS~~WV~~	~~26651~~WA	98532~~304-~~	~~Vicki Dunn-Marshall~~(360)	Justin Dahl
3567	1	~~5333 MACCORKLE~~2106 HARRISON AVE.	~~SOUTH~~	~~WV~~WA	~~25309~~985	~~304-638-1772~~(253) 226-	Joshua Brumley~~Vicki~~
3669	1~~1~~	1107 CALLOW AVE~~HURRICANE~~	BREMERTON~~WV~~	~~25526~~WA	98312~~304-~~	~~Vicki Dunn-Marshall~~(360)	Sukhwinder Singh
3669	2~~1~~	1900 SE SEDGWICK RD~~ST ALBANS~~	PORT ORCHARD~~WV~~	WA~~25177~~	98366~~304-~~	~~Vicki Dunn-Marshall~~(360)	Sukhwinder Singh
3669	~~319~~	5050 STATE HIGHWAY 303 NE~~POINT~~	BREMERTON~~WV~~	~~25550~~WA	98311~~304-~~	~~SCOTT GOODWIN~~(360)	Sukhwinder Singh
3669	4~~5~~	3150 NW BUCKLIN HILL RD~~WESTON~~	SILVERDALE~~WV~~	WA~~26452~~	98383~~304-~~	(360) 621-	Sukhwinder Singh
3765	1~~2~~	19551 STEVENS PASS	MONROE~~WV~~	WA~~26508~~	98272~~304-~~	(206) 960-	Harjot Singh
~~1334~~	2~~2~~	3625-C SW 148TH ST~~MORGANTOWN~~	LYNNWOOD~~WV~~	WA~~26505~~	98087~~304-~~	(206) 960-	Harjot Singh
~~1334~~	1~~2~~	203 SOUTH 2ND STREET~~KINGWOOD~~	RENTON~~WV~~	WA~~26537~~	~~304-594-20~~	(206) 290-	Tajinder Singh
3811	1~~1~~	26477 72ND AVE NW-SUITE	STANWOOD~~WV~~	WA~~26003~~	98292~~304-~~	(206) 240-	Ryan Jayne
89~~13~~	1~~9~~	1400 W COLLEGE AVE~~WHITE HALL~~	APPLETON~~WV~~	WI~~26554~~	~~304-594-20~~	(920) 734-	Bill Veremis
89~~13~~	2~~1~~	317 E CALUMET~~MORGANTOWN~~	APPLETON~~WV~~	WI~~26508~~	~~304-594-20~~	(920) 734-	Bill Veremis
89~~13~~	3~~2~~	1022 S KOELLER~~WHEELING~~	OSHKOSH~~WV~~	WI~~26003~~	~~304-594-20~~	(920) 734-	Bill Veremis
89~~13~~	6~~5~~	7 WEST SCOTT ST~~BRIDGEPORT~~	FOND DU LAC~~WV~~	WI~~26330~~	~~304-594-20~~	(920) 734-	Bill Veremis
89~~13~~	7~~4~~	207 SHAWANO~~WEIRTON~~	NEW LONDON~~WV~~	WI~~26062~~	~~304-594-20~~	(920) 734-	Bill Veremis
89~~13~~	8~~4~~	133 W MAIN ST~~PARKERSBURG~~	LITTLE CHUTE~~WV~~	WI~~26104~~	~~304-594-20~~	(920) 734-	Bill Veremis
89~~13~~	9~~9~~	661 RIDGEVIEW~~CLARKSBURG~~	APPLETON~~WV~~	WI~~26301~~	~~304-594-20~~	(920) 734-	Bill Veremis

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Franchise Stores in the USA as of 12/31/2023

8913	104	1981 EAST MASONMORGANTOWN	GREEN BAYWV	WI26505	304-594-20	(920) 734-3120Howard	Bill Veremis
8913	112	2262 W. MASON ST.MORGANTOWN	GREEN BAYWV	WI26505	304-594-20	(920) 734-3120Howard	Bill Veremis
8913	125	3921 S WEBSTERELKINS	ALLOUEZWV	WI26241	304-594-20	(920) 734-3120Howard	Bill Veremis
8913	131	1053 W WINNECONNEMORGANTOWN	NEENAHWV	WI26501	304-594-20	(920) 734-3120Howard	Bill Veremis
1275	12	2501 CHURCH STREETRAVENSWOOD	WVSTEVENS POINT	WI26164	304-634-22	Dan Lewis(715) 572-5581	Jamison Bronk
1320	13	915 LAKE SHORE DR WRIPLEY	WVASHLAND	WI25271	54806304-	(715) 292-5230Dan	Dale Brooks
1764	205	1838 WEST COURT STCHARLESTON	WVJANESVILLE	WI25304	304-638-17	Vicki Dunn-Marshall(650)	Robertson Yao
1881	15	2694 CRANSTON RDCROSS LANES	BELOITWV	WI25313	53511304-	Vicki Dunn-Marshall(650)	Robertson Yao
1948	2	109 PATRICK1434 E GENEVA ST PLAZA	CHARLESTONDELAVAN	WVWI	25312531	304-638-1772(815) 979-	Sair AliVicki
2077	1	256 ENTERPRISE1920 CRESTVIEW DR	LOGANHUDSON	WVWI	25601540	304-638-1772(651) 253-	Denise LayVicki
2097	15	733 SUPERIOR STREETMARTINSBURG	ANTIGOWV	WI25404	54409336-	(920) 419-6614Shawn	Sheri Lanser
2097	23	1819 STEWART AVERANSON	WAUSAUWV	WI25438	54401336-	(920) 419-6614Shawn	Sheri Lanser
2097	3	880 FOXCROFT1699 SCHOFIELD AVE	MARTINSBURGSCHOFIEL	WVWI	25401544	336-413-6709(920) 419-	Sheri LanserShawn
3019	24	114 BELKNAP STSUTTON	SUPERIORWV	WI26601	54880304-	Jeff Johnson(218) 940-	Michelle Rapp
3092	11	KEYSER2464 SOUTH MAIN ST	WVRICE LAKE	WI26726	304-813-50	Dan Williams(715) 205-	Kevin Segebrecht
3149	437	1056 E GREEN BAY STPETERSBURG	SHAWANOWV	WI26847	54166304-	(715) 395-9950Dan	Mark Corbin
3149	81	2905 MALL DRIVESHERIDAN	EAU CLAIREWY	WI82801	54701775-	(715) 395-9950Barry	Mark Corbin
3149	98	8 W MADISONGILLETTE	EAU CLAIREWY	82716WI	54703775-	(715) 395-9950Barry	Mark Corbin
3149	103	1320 N BROADWAYCASPER	MENOMONIEWY	82604WI	54751775-	(715) 395-9950Barry	Mark Corbin
3221	19	1663 WISCONSIN AVENUECASPER	GRAFTONWY	WI82601	53024775-	(414) 477-9736Barry	Matt Schroeder
3221	101	1448 WEST WASHINGTONROCK	WEST BENDWY	82901WI	53095209-	(414) 477-9736John	Matt Schroeder
3221	34	2940 S BUSINESS DRCHEYENNE	SHEBOYGANWY	WI82009	53081209-	(414) 477-9736John	Matt Schroeder
3221	41	S69 W15465 JANESVILLE RDRIVERTON	MUSKEGOWY	WI82501	53150209-	(414) 477-9736John	Matt Schroeder
3221	58	2122 DOUGLAS AVECHEYENNE	RACINEWY	WI82007	53402209-	John Gauthier(414) 477-	Matt Schroeder
3371	1	570 N. THIRD51 S 8TH ST.	LARAMIEHILBERT	WYWI	82072541	209-404-5780(920) 809-	Buddi SubediJohn
3427	221	5493 MONUMENT POINT RDCODY	EGG HARBORWY	82414WI	54209208-	Geoff Given(920) 333-0112	Parvinder Jandu
3583	15	2833 E. WASHINGTON AVE.ALPINE	WYMADISON	83128WI	53704208-	John Doherty(99999217)	Dave Riney
3583	35	700 SOUTH GAMMON	PRMADISON	00680WI	53719999-	(99999217) 221-5667	Dave Riney
3583	4ST	3042 FISH HATCHERY RDAGUADILLA	FITCHBURGPR	00603WI	53713999-	(99999217) 221-5667	Dave Riney
3583	5C	1326 W MAINPONCE	SUN PRAIRIEPR	00731WI	53590999-	(99999217) 221-5667	Dave Riney
3583	GR	2719 CALUMET AVEMAYAGUEZ	MANITOWOCPR	00680WI	54220999-	(99999217) 221-5667	Dave Riney
3583	7	306 W MAIN ST ST ROAD #100 KM 3.6,	WATERTOWNCABO	PRWI	53094006	999-999-9999(99999217)	Dave Riney
3583	8F	2204 JACKSON STPONCE	OSHKOSHPR	00680WI	54901999-	(99999217) 221-5667	Dave Riney
0494	9X	1910 CROOKS AVEARECIBO	KAUKAUNAPR	00709WI	54130999-	(99999217) 221-5667	Dave Riney

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Franchise Stores in the USA as of 12/31/2023

3583	**14**	110 E. BADGER	WAUPACA	WI	54981	(99999217) 221-5667	Dave Riney
3729	1	705-A NORTH MAIN ST~~COAMO PLAZA~~	RIVER FALLS~~COAMO~~	~~PR~~WI	54022~~007~~	~~999-999-9999~~(248) 480-	Marouf "Murphy" Ma
3744	1	3285 CEDAR HEDGE LANE	GREEN BAY	WI	54311	(715) 839-5211	Craig Deutsch
3744	2	2516 W FRONTIER RD	ABRAMS	WI	54101	(715) 839-5211	Craig Deutsch
3744	3	1828 S ASHLAND~~EMERITO ESTRADA~~	GREEN BAY~~SAN~~	~~PR~~WI	~~00685~~543	~~999-999-9999~~(715) 839-	Craig Deutsch
3769	1	408 N CENTRAL	MARSHFIELD	WI	54449	(715) 570-0463	Chad O'Brien
3785	1	214 N US HIGHWAY 141	CRIVITZ	WI	54114	(715) 854-2115	Rebecca Zillges
3814	1	1022 LACROSSE ST.	LA CROSSE	WI	54601	(608) 397-6938	Aaron Erdmann
127	5	6302 US ROUTE 60	BARBOURSVILLE	WV	25504	(304) 638-1772	Vicki Dunn-marshall
~~0494-~~	6	2889 5TH AVENUE~~-QUILICHINI #15,~~	HUNTINGTON~~SABANA~~	~~PR~~WV	~~00747~~257	~~999-999-9999~~(304) 638-	Vicki Dunn-marshall
~~0494-~~	7~~#417~~	100 SEVENTH AVENUE~~AGUADA~~	HUNTINGTON~~PR~~	~~00602~~WV	25701~~999~~	(304) 638-1772	Vicki Dunn-marshall
~~0494-~~	1001	MOBILE FOOD TRUCK~~¥AUCO~~	HUNTINGTON~~PR~~	~~00698~~WV	25705~~999~~	(304) 638-1772	Vicki Dunn-marshall
~~0494-0013~~		~~AVENIDO CASTO PEREZ #90~~	~~SAN GERMAN~~	~~PR~~	~~00683~~	~~999-999-9999~~	
~~0494-0014~~		~~APOLLO SHOPPING CENTRE, CALLE CIRCE ESQ APOLLO~~	~~SAN JUAN~~	~~PR~~	~~00969~~	~~999-999-9999~~	
~~0494-~~	1~~PERE~~	710 GRAND CENTRAL AVENUE~~CAYEY~~	VIENNA~~PR~~	~~00737~~WV	~~999-999-99~~	(304) 865-2284	Lloyd Hughes
~~0494-0016~~		~~LOS DOMINICOS SHOPPING CENTER, BLVD. MONROIG~~	~~TAO BAJA~~	~~PR~~	~~00949~~	~~999-999-9999~~	
~~0494-0017~~		~~CARRE PR #115~~	~~RINCON~~	~~PR~~	~~00680~~	~~999-999-9999~~	
~~0494-~~	2~~ROAD~~	928 DIVISION B~~QUEBRADA LARGA~~	PARKERSBURG~~PR~~	~~00610~~WV	~~999-999-99~~	(304) 865-2284	Lloyd Hughes
242	3	158 EMILY DRIVE	CLARKSBURG	WV	26301	(304) 865-2284	Lloyd Hughes
242~~4~~	7	1200 FAIRMONT AVE~~1482 AVE~~	FAIRMONT~~SAN JUAN~~	~~PR~~WV	26554~~009~~	~~864-363-3635~~(304) 865-	Lloyd Hughes~~Shane~~
242~~4~~	10~~JU~~	3006 7TH STREET~~JUNCOS~~	~~PR~~PARKERSBURG	~~00777~~WV	~~864-363-36~~	(304) 865-2284~~Shane~~	Lloyd Hughes
242~~4~~	13~~SA~~	120 BUCKHANNON CROSSROADS~~SAN~~	BUCKHANNON~~PR~~	~~00754~~WV	26201~~864~~	(304) 865-2284~~Shane~~	Lloyd Hughes
242~~4~~	14~~PL~~	211 MILFORD STREET~~CANOVANAS~~	~~PR~~CLARKSBURG	~~00729~~WV	~~864-363-36~~	(304) 865-2284~~Shane~~	Lloyd Hughes
398~~4~~	1~~65~~	3103 ROBERT C BYRD DR~~SAN JUAN~~	BECKLEY~~PR~~	~~00925~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
398~~4~~	4~~TRUJI~~	937 E MAIN STREET~~TRUJILLO ALTO~~	~~PR~~OAK HILL	~~00976~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
398~~4~~	8~~REXVI~~	229 AIRPORT RD~~BAYAMON~~	BEAVER~~PR~~	~~00957~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
398~~4~~	~~150~~	1277 ROBERT C BYRD DR~~FAJARDO~~	CRAB ORCHARD~~PR~~	~~00738~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
1044	6~~AVEN~~	1129 STAFFORD DR~~CAGUAS~~	PRINCETON~~PR~~	~~00725~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
1044	~~CARR~~	1817 BLAND STREET~~CAGUAS~~	BLUEFIELD~~PR~~	~~00725~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
1044	8~~TRIU~~	126 SENECA TRAIL~~HUMACAO~~	FAIRLEA~~PR~~	~~00792~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
1044	9~~HATO~~	842 BROAD STREET~~HATO REY~~	SUMMERSVILLE~~PR~~	~~00917~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
~~4133-0013~~		~~COMANDANTE SHOPPING CENTER, SANCHEZ OSORIO~~	~~CAROLINA~~	~~PR~~	~~00983~~	~~864-363-3635~~	~~Shane Inman~~
1044	11	5333 MACCORKLE AVE. SW~~REPARTO~~	SOUTH CHARLESTON~~SAN~~	~~PR~~WV	~~00921~~253	~~864-363-3635~~(304) 638-	Vicki Dunn-
1044	12~~RA~~	111 HURRICANE CREEK ROAD~~¥ABUCOA~~	HURRICANE~~PR~~	~~00901~~WV	~~864-363-36~~	(304) 638-1772~~Shane~~	Vicki Dunn-Marshall
1044	13	104 MACCORKLE AVE~~PLAZA CENTRO~~	ST ALBANS~~CAGUAS~~	~~PR~~WV	25177~~007~~	~~864-363-3635~~(304) 638-	Vicki Dunn-

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

~~700-7705~~		~~KMART, DUNS #04-808~~	~~TERR. OF GUAM~~		~~GU~~	~~95917~~	~~340-719-7966~~	
~~700-3829~~		~~KMART, CHARLOTTE AMALIE~~	~~ST THOMAS~~		~~VI~~	~~00802~~	~~340-719-7966~~	
1229	~~KMART,~~	319 VIAND ST.~~CROIX~~	~~VI~~POINT PLEASANT	~~00840~~WV	~~340-719-79~~	(304) 942-4884	Scott GOODWIN	
1334	~~KMART,~~	204 VENTURE DR~~ST. CROIX~~	MORGANTOWN~~VI~~	~~00840~~WV	26508~~340-~~	(304) 594-2044	Howard Goodstein	
1334	2	2942 UNIVERSITY AVE.	MORGANTOWN	WV	26505	(304) 594-2044	Howard Goodstein	
1334	5	169 FAIRCHANCE ROAD	MORGANTOWN	WV	26508	(304) 594-2044	Howard Goodstein	

~~Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").~~

~~Exhibit F~~

Franchise Stores in the USA as of 12/31/2023

~~LIST OF FRANCHISE AGREEMENTS SIGNED BUT STORE NOT YET OPEN AS OF DECEMBER 31, 2022~~

1334		57 BFS BLVD	WESTON		26452		
13341087-0	Waleed M. Abbassy22	215 W MAIN ST514 Country Club Pl, Gadsden	KINGWOODAL	35901WV	26537AL	256-413-333	
13343636-0	Amrit Singh25	1021 NATIONAL ROAD42270 Spectrum St, Indio	WHEELINGCA	92203WV	26003CA	760-396-9260	
13343681-0	Sandeep S. Chandi26	9615 MALL LOOP42270 Spectrum St, Indio	WHITE HALLCA	92203WV	26554CA	760-485-500	
13343076-0	30Onily Sierraalta	221 WARWOOD AVE.10460 NW 58th Terrace, Doral	WHEELINGFL	WV33178	26003FL	786-899-9630	
13343745-0	Rafael Heskey31	51 GENESIS BLVD.4125 SW Spickler St, Port St. Lucie	BRIDGEPORTFL	34953WV	26330FL	768-897-4796	
13343608-0	34Rakesh Patel	421 SUNCREST TOWN CENTRE DR503 Stacy Lane, Warner	MORGANTOWNGA	WV31088	26505GA	773-953-4046	
13343664-0	Christian Onyemem36	2000 MEMORIAL CHURCH DRIVE3811 Glade Hill Lane,	MORGANTOWNTX	77407WV	26505GA	832-630-0010	
13343284-0	Jeffrey B. Fowler38	90 WILSONBURG RD94-866 Moloalo, Waipahu	CLARKSBURGHI	95797WV	26301HI	307-349-7516	
13343611-0	Mark D. Loyas39	41 EMERSON COMMONS BLVDE4484 430th Avenue,	PARKERSBURGWI	54751WV	26104IL	715-495-751	
13343594-0	Tom Sdralis46	4124 FREEDOM WAY7112 N. Crawford, Lincolnwood	WEIRTONIL	60712WV	26062IL	847-815-745	
13341764-0	47Robertson Yao	527 RANDOLPH AVE1121 Ashley Lane, Inverness	ELKINSIL	60010WV	26241IL	847-387-3608	
13341955-0	Robert Brevitz48	1931 EARL L CORE RD2515 Parkwood, Quincy	MORGANTOWNIL	62305WV	26501IL	703-393-7117	
13343754-0	Surinder Singh50	6691 E. 22 BLACKWATER FALLS RDManor, Terre Haute	INDAVIS	47802WV	IN26260	812-249-2523	
17583647-0	Nik Bhakta1	329 WEST MAIN STREET7250 Dallas Pkwy, Plano	RIPLEYTX	75024WV	25271KS	214-563-7794	
17583647-0	Nik Bhakta2	232 SYCAMORE ST7250 Dallas Pkwy, Plano	RAVENSWOODTX	75024WV	26164KS	214-563-7794	
18303653-0	Zachary Strong1	5632 MACCORKLE AVENUE148 Commercial Dr, London	CHARLESTONKY	40741WV	25304KY	606-627-5705	
18301602-0	2Jeremy Duncan	5143 WASHINGTON STREET WEST5010 Plantation Road,	CROSS LANESLA	71303WV	25313LA	318-443-9143	
18303731-0	Sina Molitor4	974 Brookway, Brookhaven109 PATRICK ST PLAZA	MSCHARLESTON	39601WV	LA25312	601-466-7552	
18303569-0	Jeffrey Collins5	PO Box 61138, 256 ENTERPRISE DRDurham	NCLOGAN	27715WV	NC25601	919-489-918	
19953663-0	3Gregory Nigro	38 JOSHUA M FREEMAN BLVD2420 S. Croatan Hway, Nags	RANSONNC	27949WV	25438NC	252-489-467	
3443-00031	Zach Bumgarner4	5605 HAMMONDS MILL RD2004 Highland Avenue, Hickory	MARTINSBURGNC	28601WV	25404NC	828-322-437	
3548-00021	Tuan Mai7	2550 Southview Circle, Lincoln880 FOXCROFT AVE SUITE 105	NEMARTINSBURG	68512WV	NE25401	402-770-074	
32523652-0	Rod Valencia132	4212 SUTTON LN147-12 105th Avenue, Jamaica	SUTTONNY	11435WV	26601NY	718-594-630	
33533742-0	1Paul Melotte	1802 Drayton, Drayton437 KEYSER AVE	PETERSBURGSC	29333WV	26847SC	864-590-225	
33531766-0	Ajaz Punjani2	10 KEYSER MALL2303 Riverlodge Lane, Sugar Land	KEYSERTX	77479WV	26726TX	979-578-078	
19891361-0	Mahesh Vankawala1	939 EAST 2ND ST2716 Waters Edge, Cedar Hill	CASPERTX	75104WY	82601TX	872-299-621	
19893479-0	Raminder Kaur2	811 CAMEL DR11626 Meadow Chase, Houston	GILLETTETX	77065WY	TX82716	281-844-108	
19891617-0	Ina Vankawala3	3320 CY AVE4910 Behrens Ct, Colleyville	CASPERTX	76034WY	TX82604	817-869-725	
19893479-0	Amrit Sandu4	1935 COFFEEN AVE11626 Meadow Chase, Houston	SHERIDANTX	77065WY	82801TX	281-844-108	
3098	2	4516 STILLWATER AVE	CHEYENNE	WY	82009	(209) 404-57	
3098	3	1104 N FEDERAL BLVD	RIVERTON	WY	82501	(209) 404-57	
3098	4	800 S. GREELEY HIGHWAY	CHEYENNE	WY	82007	(209) 404-57	
33303623-0	Mario Villa4	1510570 N. Zaragosa, El PasoTHIRD ST.	TXLARAMIE	79936WY	TX82072	915-329-313	
1632-0470	Josh Hill	348 Winchester Street, Murray	UT	84107	VA		

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

Exhibit F

Franchise Stores in the USA as of 12/31/2023

3352	1	221 YELLOWSTONE AVE	CODY	WY	82414	(208) 535-5920	Tony Blakeslee
3386	2	15 BOARDWALK DRIVE	ALPINE JUNCTION	WY	83128	(208) 339-1996	John Doherty
3460	4	92 YELLOW CREEK RD	EVANSTON	WY	82930	(801) 623-8805	Tyson Olson
3460	5	101 GATEWAY BLVD	ROCK SPRINGS	WY	82901	(801) 623-8805	Tyson Olson

Store numbers in bold indicate franchisees who have a Territory Reservation Agreement ("TRA").

EXHIBIT G

FRANCHISEES WHO EXITED A FRANCHISE DURING ~~2022~~2023

If you buy a Little Caesars® restaurant franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Exhibit G to Franchise Disclosure Document Former Franchisee Name, Address and TelephoneNumber

(Current Franchisees are indicated with an "*")

Exhibit G Ceased Operations in 2022

Store #EXHIBIT G TO FRANCHISE DISCLOSURE DOCUMENT FORMER FRANCHISEE NAME, ADDRESS & TELEPHONE NUMBER (CURRENT FRANCHISEES ARE INDICATED WITH AN "*"	Franchise Name
* 1559-0004	(1559) ROUNDHOUSE, INC.
*	OSMAN ENTERPRISES, LLC
* 1754-0005	(1754) PIZZAROSEOSMAN ENTERPRISES, LLC
* 3296-0002	(3296) DIVINE FOOD SERVICES,COUCHE-TARD U.S. INC.
	T.R.M. ENTERPRISES
* 1476-0002	LCPT.R.M. ENTERPRISES
* 1632-0122	(1632) SIZZLING CAESARSA&H PIZZA COMPANIES, LLC
* 1632-0647	(1632) SIZZLING CAESARSA&H PIZZA COMPANIES, LLC
*	A&H PIZZA COMPANIES, LLC
* 1632-0651	(1632) SIZZLING CAESARSA&H PIZZA COMPANIES, LLC
2094-0002*	(2094) LC DOUGH BOYS IIIA&H PIZZA COMPANIES, LLC
3480-0001*	(3480) R LEGACY DEVELOPMENTA&H PIZZA COMPANIES, LLC
*	A&H PIZZA COMPANIES, LLC
	PIZZAMAN FOODS, INC.
	PIZZAMAN FOODS, INC.
	MIRZA FOOD CORP
*	ANIL AND SMITA, INC.
* 1171-0008	(1171) OSMANFOUR J'S ENTERPRISES, LLC *INC.
*	FOUR J'S ENTERPRISES, INC.
	FIRESTONE SALES AND MARKETING
	PZA COMPANY, INC.
	DESERT DOUGH COMPANY, INC.
*	OLD DELI INC.
	PATEL
	PATEL
	PATEL
	PATEL
* 1530-0007	(1530) NIBBLE NATIONSERVICE ACE, LLC
* 3226-0006	(3226) SK OPERATIONSSERVICE ACE, LLC
* 3393-0033	(3393) QUANTUM RESTAURANTSSERVICE ACE, LLC
* 3393-0037	(3393) QUANTUM RESTAURANTSSERVICE ACE, LLC
* 3393-0039	(3393) QUANTUM RESTAURANTSSIZZLING CAESARS, LLC
	HAT TRICK LC, INC.
	HAT TRICK LC, INC.
*	DAMIAN, INC.
*	ABS FRANCHISING, LLC
*	ABS FRANCHISING, LLC
*	ABS FRANCHISING, LLC
*	ABS FRANCHISING, LLC
3458-0001*	(3458) RBM PIZZARMG LC GEORGIA, LLC
3686-0001	(3686) Weport Professional, LLLPMITHA, INC.
	S R JUBILEE LLC
	S R JUBILEE LLC
	FAIRFIELD FOOD GROUP HOLDCO, LLC
	FAIRFIELD FOOD GROUP HOLDCO, LLC
	FAIRFIELD FOOD GROUP HOLDCO, LLC
	FAIRFIELD FOOD GROUP HOLDCO, LLC
	FAIRFIELD FOOD GROUP HOLDCO, LLC
	FAIRFIELD FOOD GROUP HOLDCO, LLC
	FAIRFIELD FOOD GROUP HOLDCO, LLC
	FAIRFIELD FOOD GROUP HOLDCO, LLC

*	FAIRFIELD FOOD GROUP HOLDCO, LLC
*	FAIRFIELD FOOD GROUP HOLDCO, LLC
*	M.J.A., INC.
*	JONES BUSINESS DEVELOPMENT L.L.C.
*	JONES BUSINESS DEVELOPMENT L.L.C.
*	JONES BUSINESS DEVELOPMENT L.L.C.
* 1047-0013	(1047) BNCN, INC.PARTH CORPORATION
* 1764-0005	(1764) LITTLE WILLIAM*KC ALLIANCE, LLC
* 1200-0004	(1200) SAGE MANAGEMENT, OF N.W., INC.
* 1484-0005	(1484) MOWEN,SAGE MANAGEMENT OF N.W., INC.
* 1484-0006	(1484) MOWEN,SAGE MANAGEMENT OF N.W., INC.
3080-0002*	(3080) F&FSAGE MANAGEMENT LLCOF N.W., INC.
	MOWEN, INC.
* 3592-0002	STA Enterprises 3 LLCMOWEN, INC.
*	MARLU LC, INC.
*	MARLU LC, INC.
*	MARLU LC, INC.
*	MARLU LC, INC.
3248-0001*	(3248) CMND, LLCMARLU LC, INC.
*	MARLU LC, INC.
3248-0006*	(3248) CMND, LLCMARLU LC, INC.
3248-0007*	(3248) CMND, LLCMARLU LC, INC.
3248-0008*	(3248) CMND, LLCMARLU LC, INC. 780 COMMUNITY DR
*	MARLU LC, INC.
*	MARLU LC, INC.
3248-0009	(3248) CMND, LLCCLETE, LLC (GUZA GROUP ONE - FIVE, LLC)
* 1668-0005	(1668) BOSSELMAN FOOD SERVICES, INC.CLETE, LLC (GUZA GROUP ONE - FIVE, LL
* 1586-0021	(1586) INTERNATIONAL RESTAURANTCLETE, LLC (GUZA GROUP, ONE - FIVE, LLC)

	* 1494 0003	(1494) SEE EACH STORE FOR ENTITY/OWNERSHIP		4970 BARKSDALE BLVD			BOSSIER CITY	Louisiana	(318)
	* 1585 0015	(1585) SATHYA SAI KRISHNA, INC.*		1126 HOMER RD			MINDEN	Louisiana	(318)
*	(1632) SIZZLING CAESARS, LLC	CLETE, LLC (GUZA GROUP ONE - FIVE, LLC)	1347 WESTBANK EXPY	2106 WESTWEGO	COLUMBUS	Louisi	(504) 322-	(989) 239-2238	
	STA ENTERPRISES LLC		8411 WINDFALL LANE, SUITE 220	CAMBY		IN	46113	(317) 970-4210	
	STA ENTERPRISES LLC		1410 E MAIN ST STE 107	PLAINFIELD		IN	46168	(317) 970-4210	
	BJR ENTERPRISES, INC.		4224 DIXIE HWY	ERLANGER		KY	41018	(859) 608-7383	
	BJR ENTERPRISES, INC.		8215 US 42	FLORENCE		KY	41042	(859) 608-7383	
*	(2084) JV -	JACAB, DUNCAN INVESTMENTS LLC	2040 N PARKERSON	1607 CROWLEY	COVINGTON	Louisi	(337) 783-	(859) 608-7383	
*	AMITEY GOOD PIZZA, INC.		902 W OAK ST	AMITE		LA	70422	(205) 531-7690	
*	ACES, LLC		1020 E BEARDS HILL RD	ABERDEEN		MD	21001	(617) 733-9795	
*	ACES, LLC		5 RED PUMP ROAD	BEL AIR		MD	21014	(617) 733-9795	
*	PQSR HOLDINGS, LLC		175 NORTH EAST RD	NORTH EAST		MD	21901	(214) 300-5387	
	PATEL		1197 E. PULASKI HWY.	ELKTON		MD	21921	(267) 975-2196	
*	(1683) -	JAD FRANCHISES, INC.	49 TOPSHAM FAIR MALL	TOPSHAM	AUBURN	Main	4210	(207) 725-5009	522-
*	(1683) -	JAD FRANCHISES, INC.	371 MAIN STREET	383 WATERVILLE	BREWER	Main	4412	(207) 680-9130	522-
*	(3647) APRICUS	CHARLES P. AND LEE JONES D/B/A LC PIZZA, LLC PIZZA	2230 HANSON	46866 ROMEO		EDGEWOOD	MACOMB	Maryl	(410) 671-
*	(3647) APRICUS	CHARLES P. AND LEE JONES D/B/A LC PIZZA, LLC PIZZA	9644B BELAIR RD	3223 SOUTH NOTTINGHAM	AUBURN	Maryl	(443) 290-	(248) 681-5500	
1502-	(1502) S & S	CHARLES P. AND LEE JONES D/B/A LC PIZZA ENTERPRISES, INC. PIZZA	26190 CROCKER		HARRISON	Michi	(586) 954	(248) 681-5500	
	* 3159 0002	(3159) ATD SERVICES, LLC		2715 PLYMOUTH RD			ANN ARBOR	Michigan	(734)
3204-	(3204) SPS	CHARLES P. AND LEE JONES D/B/A LC PIZZA INC. PIZZA	3260 ORCHARD LAKE	52895 ORCHARD LAKE	SHELBY	Michi	48315	(248) 682-2200	681-
*	(3412) AMPLER PIZZA, LLC	OAK POINT PARTNERS	63 VETERANS MEMORIAL	KOSCIUSKO	CORUNNA	Missi	(662) 792	(248) 277-9975	
*	(1499) CLOTGOTT ENTERPRISES, LLC	OAK POINT PARTNERS	607	400 E. MAIN MADISON ST.	SPRINGFIELD	OWOSSO	Misso	(417) 908	(248) 277-9975
	OAK POINT PARTNERS		1500 WRIGHT AVE	ALMA		MI	48801	(248) 277-9975	
*	(1776) ARCH PIZZA - SEE STORE	OAK POINT PARTNERS	3740 SOUTH KINGS	800 S US ST LOUIS	JOHNS	Misso	(314) 772-	(248) 277-9975	
*	(3362) GROWING	KING & MCCLINSEY FOODS, LLC	907 SOUTH ORANGE		EAST LUDINGTON	ORANGE	New	(973) 678-	(231) 690-3599
*	MAGNY COURS, LTD		101 WEST MONTEZUMA AVE		HOUGHTON	MI	49931	(970) 456-5502	
*	(3362) GROWING FOODS	ANR HOLDINGS, LLC	919 S. Franklin Ave.	31541 Newark	ST CLAIR SHORES	New	(973) 230-	(586) 405-8792	
*	ANR HOLDINGS, LLC		22111 GREATER MACK AVENUE		ST CLAIR SHORES	MI	48080	(586) 405-8792	
*	ANR HOLDINGS, LLC		16125 EAST TEN MILE ROAD		EASTPOINTE	MI	48021	(586) 405-8792	
*	ANR HOLDINGS, LLC		39050 VAN DYKE AVE		STERLING HEIGHTS	MI	48313	(586) 405-8792	
*	DA VENTURES, INC.		23159 21 MILE ROAD		MACOMB	MI	48042	(586) 405-8792	
	LITTLE ANGELS PIZZA CO, LLC		7793 26 MILE RD.		WASHINGTON TOWNSHIP	MI	48094	(586) 786-1757	
*	(3401) -	BUSINESS MANAGEMENT RESOURCES, INC. PATEL *****	624	227 N WHITE HORSE	SOMERDALE	MASON	New	(856) 344	(517) 974-0848
*	(3401) -	BUSINESS MANAGEMENT RESOURCES, INC. PATEL *****	615 SAGINAW HIGHWAY	174	GRAND LEDGE	GLASSBORO	New	(856) 582-	(517) 974-0848
	J WEBER INC		1820 EAST AUBURN AVENUE		ROCHESTER HILLS	MI	48307	(586) 925-5333	
*	(3401) Delran NJ LC	MACPIZZA, LLC	1971 North Olden		Ewing	BLOOMFIELD	New	(609) 403-	(303) 217-3525
*	(3646) Draco Legacy Holdings,	ADT PIZZA LLC	1108	18500 WEST FIRST		PORTALES	DEARBORN	New	(575) 825-
*	MACPIZZA PONTIAC, LLC		33344 WOODWARD AVENUE		BIRMINGHAM	MI	48009	(586) 405-8792	
*	MACPIZZA PONTIAC, LLC		42181 14 MILE RD		NOVI	MI	48377	(303) 217-3525	
	KAELAN INC.		30820 SOUTHFIELD ROAD		SOUTHFIELD	MI	48076	(303) 217-3525	
*	ZALA, LLC		1124 ROBBINS ROAD		GRAND HAVEN	MI	49417	(248) 758-8082	
	BLACKWOOD HOLDINGS CORPORATION		2658 POINTE TREMBLE RD.		ALGONAC	MI	48001	(269) 223-3454	
*	MCKENZIE & MCKENZIE, LLC		4494 POPPS FERRY RD		D'IBERVILLE	MS	39540	(313) 673-5593	
*	(3155) RAHMAN **	TJS INVESTMENT GROUP LLC	3830 BROADWAY	334 PARK NEW YORK	ALBANY	New	(212) 795	(225) 205-4239	
*	TRAC ENTERPRISES, LLC		1066 E PEACE ST		CANTON	MS	39046	(202) 345-0306	
*	T S M, INC.		1916 BROOKS AVE		MISSOULA	MT	59801	(601) 693-5750	
*	(1618) -	T S M, INC. ACES, LLC	1418 N CENTER	3075 NORTH STATESVILLE	MISSOULA	North	(704) 872	(406) 531-3550	
	FAST SERVE, LLC		2958 WAUGHTOWN STREET		WINSTON SALEM	NC	27107	(406) 531-3550	
	FAST SERVE, LLC		6734 HIGHWAY 135		MAYODAN	NC	27027	(336) 317-4912	
	FAST SERVE, LLC		7819 N POINT BLVD		WINSTON SALEM	NC	27106	(336) 317-4912	
	FAST SERVE, LLC		1032 N MIAMI BLVD		DURHAM	NC	27703	(336) 317-4912	
*	(2002) -	FAST SERVE, LLC	3100 OLD HOLLOW	5128 WALKERTOWN	DURHAM	North	27704	(336) 754-4156	317-
*	QUANTUM RESTAURANTS, LLC		139 COMMONS WAY		FRANKLIN	NC	28734	(423) 855-8790	
*	QUANTUM RESTAURANTS, LLC		280 ASHEVILLE HWY		SYLVA	NC	28779	(423) 855-8790	
	D.S.K.K. PIZZA		11816 S 25TH STREET		BELLEVUE	NE	68123	(402) 578-7545	
	D.S.K.K. PIZZA		15619 WEST DODGE ROAD		OMAHA	NE	68118	(402) 578-7545	
	D.S.K.K. PIZZA		13909 R PLAZA		OMAHA	NE	68137	(402) 578-7545	
	D.S.K.K. PIZZA		2925 K STREET		OMAHA	NE	68107	(402) 578-7545	
	MAI & VU INVESTMENT GROUP, LLC		7446 N 30TH STREET		OMAHA	NE	68112	(402) 770-0741	
	VU PHAM-MAI NGUYEN INVESTMENT GROUP INC.		965 S. 27TH STREET		LINCOLN	NE	68510	(402) 770-0741	

	VU PHAM-MAI NGUYEN INVESTMENT GROUP INC.		1608 N. 56TH STREET	LINCOLN	NE	68504	(402) 770-0741				
	MAI STUDIO INVESTMENT GROUP, LLC		8411 W. CENTER	OMAHA	NE	68124	(402) 770-0741				
	TTP LCLINK INVESTMENT GROUP, INC.		4646 W Huntington Ave	Lincoln	NE	68524	(402) 770-0741				
	TTP LCLINK INVESTMENT GROUP, INC.		4620 BAIR AVE	LINCOLN	NE	68504	(402) 770-0741				
*	(1586) INTERNATIONAL RESTAURANT LC LINK INVESTMENT GROUP, LLC		8340 VINE ST 18111 Q STREET	CINCINNATI OMAHA	Ohio NE	(513) 527-	(402) 770-0741				
	PATEL		1209 HAMILTON AVE	TRENTON	NJ	8629	(267) 975-2196				
	PATEL		174 WILLIAM DALTON DR	GLASSBORO	NJ	8028	(267) 975-2196				
	PATEL		624 N WHITE HORSE PIKE	SOMERDALE	NJ	8083	(267) 975-2196				
	PATEL		1971 N OLDEN AVE	EWING	NJ	8618	(267) 975-2196				
*	(1661) LCPZ (CANTON), DANCYN, INC.		704 S MAIN ST 5334 TRANSIT	LOUISVILLE DEPEW	Ohio NY	(330) 875-	(716) 783-5676				
*	DANCYN, INC.		3009 UNION ROAD	ORCHARD PARK	NY	14127	(716) 783-5676				
*	(1672) JIRO VENTURES DANCYN, INC.		635 WEST ERVIN 3842 HARLEM	VAN WERT CHEEKTOWAGA	Ohio NY	(419) 232-	(716) 783-5676				
*	(3091) AJR I DANCYN, INC.		830 N LOCUST ST 2290	OTTAWA BUFFALO	Ohio NY	(419) 523-	(716) 783-5676				
*	(1495) VENI VIDI VICI, LLC JULIEN FOOD SERVICES, INC.		11150 S 265TH EAST 525	ROCHESTER COWETA	Oklah	(918) 279-	(585) 425-7166				
*	(3057) JULIEN FOOD SERVICES, INC. 184 E & A ENTERPRISES, LLC		10303 S WALTON 2200	LA GRANDE PENFIELD	Oreg	(541) 663-	(585) 425-7166				
*	(1891) PATEL 8 RED DRAGONS LLC		320 EAST 709 N	NORTH SYRACUSE YORK	Penn	(717) 848-	(267) 975-2196				
*	(1891) PATEL 8 RED DRAGONS LLC		15 SHIPPENSBURG	SHIPPENSBURG LIVERPO	Penn	(717) 477-	(267) 975-2196				
*	(3401) PATEL *****		214 Commerce Circle 4018 S	Bristol SYRACUSE	Penn	13205	(267) 812-5241 975-				
	* 3277 0006	(3277) RILC HOLDINGS LLC		1551 DIAMOND HILL			WOONSOCKET	Rhode Island	(401)		
	* 3217 0008	(3217) GM PIZZA, LLC		1200 HIGHWAY 544			CONWAY	South Carolina	(843) 2		
*	(3217) GM PIZZA, LLC PATEL	401 HWY 17N UNIT A	61 NORTH MYRTLE BEAC STREET	South Carolina AUBURN	(843)	13021	(267) 975-2196				
*	(1309) CAESARS OF DFW, LLC PATEL		8811 TEEL PARKWAY 5501	FRISCO BREWERTON	Texas	(214) 705-	(267) 975-2196				
	PATEL		137 STATE ROUTE 104	OSWEGO	NY	13126	(267) 975-2196				
	PATEL		4713 ONONDAGA BLVD.	SYRACUSE	NY	13219	(267) 975-2196				
	PATEL		160 SOUTH SECOND STREET	FULTON	NY	13069	(267) 975-2196				
*	(1309) CAESARS OF DFW, LLC PATEL		307 WEST MANLIUS ST.	120 EAST FM	MUR	Texas 13057	(972) 423-6444 (267)				
	PATEL		979 CENTRAL AVE	ALBANY	NY	12205	(267) 975-2196				
*	(1362) CAESAR''S DOUGH BOYS, LLC * PATEL		419 420 7TH NORTH HIGHWAY	PORT LAVACA LIVERPOOL	Texas	(361) 482-	(267) 975-2196				

*	NORTHEASTERN FOOD SERVICES,INC.		2955 E STATE ST	SALEM	OH	44460	
*	LCPZ (CANTON), INC.		4750 W TUSCARAWAS ST	CANTON	OH	44708	(330) 987-9291
*	LCPZ (CANTON), INC.		1653 N MAIN ST	NORTH CANTON	OH	44720	(330) 987-9291
*	~~(3646) Draco Legacy Holdings,~~CORPORATE PIZZA INVESTORS, LLC		~~4511 COLLEGE AVE~~646 W.	~~SNYDER~~PIQUA	~~Texas~~O	~~(325)~~	(734) 730-6734
	CORPORATE PIZZA INVESTORS, LLC		1408 WEST MAIN ST	TROY	OH	45373	(734) 730-6734
	CORPORATE PIZZA INVESTORS, LLC		1122 MICHIGAN ST.	SIDNEY	OH	45365	(734) 730-6734
	OLOJ ENTERPRISES, INC.		5611 CHATTERTON RD	COLUMBUS	OH	43232	(248) 361-0968
	OLOJ ENTERPRISES, INC.		14 E HUDSON ST	COLUMBUS	OH	43202	(248) 361-0968
*	~~(1632) SIZZLING CAESARS, LLC~~OLOJ ENTERPRISES, INC.		~~3422~~556 EAST ~~7800~~	~~SALT LAKE~~	~~Utah~~OH	~~(801)~~	(248) 361-0968
	MJ COMPANIES, LLC		5838 COLUMBUS SQUARE	COLUMBUS	OH	43231	(614) 306-8488
	MJ COMPANIES, LLC		1277 MORSE RD	COLUMBUS	OH	43229	(614) 306-8488
	AJR I INC		1424 SCOTT STREET	NAPOLEON	OH	43545	(734) 558-3151
	AJR I INC		830 N SHOOP ROAD	WAUSEON	OH	43567	(734) 558-3151
*	~~(3207) QUALITY FOOD INC.~~ZARIFCO,	~~12419 HEDGES RUN DR~~	~~LAKE~~35145 CENTER RIDGE RD	~~Virginia~~NORTH	~~(571)~~	44039	(216) 324-9880
*	MAGNUM FOODS INC		6716 NW CACHE RD	LAWTON	OK	73505	(405) 659-2857
*	MAGNUM FOODS INC		1414 NW SHERIDAN	LAWTON	OK	73505	(405) 659-2857
*	MAGNUM FOODS INC		1150 N HIGHWAY 81	DUNCAN	OK	73533	(405) 659-2857
*	TORVIC COMPANY		1050 GREEN ACRES	EUGENE	OR	97408	(541) 521-6333
*	TORVIC COMPANY		847 SENECA RD.	EUGENE	OR	97402	(541) 521-6333
*	TORVIC COMPANY		1329 NW 9TH ST	CORVALLIS	OR	97330	(541) 521-6333
*	TORVIC COMPANY		405 E. MAIN ST	MONMOUTH	OR	97361	(541) 521-6333
*	TORVIC COMPANY		3830 RIVER ROAD NORTH	KEIZER	OR	97303	(541) 521-6333
*	TORVIC COMPANY		4768 ROYAL AVE	EUGENE	OR	97402	(541) 521-6333
*	TORVIC COMPANY		5757 COMMERCIAL STREET SE	SALEM	OR	97306	(541) 521-6333
*	TORVIC COMPANY		100 LANCASTER SE	SALEM	OR	97305	(541) 521-6333
*	TORVIC COMPANY		1395 EDGEWATER ST NW	SALEM	OR	97034	(541) 521-6333
*	184 F&A ENTERPRISES, LLC		1830 SW COURT AVENUE	PENDLETON	OR	97801	(509) 540-5297
	8 RED DRAGONS LLC		2165 YORK CROSSING DR W	YORK	PA	17408	(717) 701-5043
	8 RED DRAGONS LLC		2701 EASTERN BLVD.	YORK	PA	17402	(717) 701-5043
	8 RED DRAGONS LLC		1715 LINCOLN WAY EAST	CHAMBERSBURG	PA	17202	(717) 701-5043
	8 RED DRAGONS LLC		11374 BUCHANAN TRAIL EAST	WAYNESBORO	PA	17268	(717) 701-5043
	8 RED DRAGONS LLC		4002 UNION DEPOSIT RD	HARRISBURG	PA	17109	(717) 701-5043
	PATEL		5694 RISING SUN AVE	PHILADELPHIA	PA	19120	(267) 975-2196
	PATEL		4322 NORTH BROAD ST	PHILADELPHIA	PA	19140	(267) 975-2196
	PATEL		7107 FRANKFORD AVE	PHILADELPHIA	PA	19135	(267) 975-2196
	PATEL		2060 COTTMAN AVE	PHILADELPHIA	PA	19149	(267) 975-2196
	PATEL		235 BLOOMFIELD DRIVE	LITITZ	PA	17543	(267) 975-2196
	PATEL		1643 LINCOLN HWY E	LANCASTER	PA	17602	(267) 975-2196
	PATEL		137 ROHRERSTOWN RD	LANCASTER	PA	17603	(267) 975-2196
	PATEL		1111 S STATE ST	EPHRATA	PA	17522	(267) 975-2196
	PATEL		1920 KUTZTOWN ROAD	READING	PA	19604	(267) 975-2196
	PATEL		2851 PERKIOMEN AVENUE	READING	PA	19606	(267) 975-2196
	PATEL		4701 N 5TH ST HWY	TEMPLE	PA	19560	(267) 975-2196
	PATEL		502 E LANCASTER AVE	READING	PA	19607	(267) 975-2196
	PATEL		214 COMMERCE CIR	BRISTOL	PA	19007	(267) 975-2196
*	RILC HOLDINGS LLC		465 LONSDALE	PAWTUCKET	RI	2860	(202) 345-0306
*	~~(1565) DO SO~~PALMETTO PIZZA, ~~INC.~~LLC		~~413 SE STADIUM WAY~~63	~~PULLMAN~~BEAUFORT	~~Washi~~	~~(509)~~	(912) 655-6849
	WALTERBORO FIVE AND DINE, LLC		1324 N. JEFFERIES HWY	WALTERBORO	SC	29488	(843) 609-3697
	TOP QUINTILE, LTD.		9789 CHARLOTTE HWY	INDIAN LAND	SC	29707	(704) 726-7118
*	~~(3004) KCG INVESTMENT GROUP~~K-FIVE ENTERPRISES, INC.		~~1427 228TH~~5417 W 41ST	~~BOTHELL~~SIOUX FALLS	~~Washi~~	~~(425)~~	(605) 390-4402
	K-FIVE ENTERPRISES, INC.		3221 S. MINNESOTA AVE.	SIOUX FALLS	SD	57105	(605) 390-4402
	K-FIVE ENTERPRISES, INC.		1108 EAST 10TH ST	SIOUX FALLS	SD	57103	(605) 390-4402
	K-FIVE ENTERPRISES, INC.		411 W 85th St #411	Sioux Falls	SD	57101	(605) 390-4402
*	MIZA FOODS INC		11 CHATTIN BLVD	DECHERD	TN	37324	(423) 716-5327
	FAYYAZI FUEL ENTERPRISES INC.		10025 LONESOME PINE TRAIL	MOSHEIM	TN	37818	(423) 871-0292
*	MAGNUM FOODS INC		3145 5TH STREET	WICHITA FALLS	TX	76301-1827	(405) 659-2857
*	MAGNUM FOODS INC		4520 SOUTHWEST PKWY	WICHITA FALLS	TX	76308-3368	(405) 659-2857
*	RANCO ENTERPRISES INC		429 MAIN	KERRVILLE	TX	78028	(830) 739-3071
*	RANCO ENTERPRISES INC		219 W BANDERA RD. SUITE 2	BOERNE	TX	78006	(830) 739-3071
	D & D VENTURES, INC.		6660 PHELAN BLVD	BEAUMONT	TX	77706	(409) 781-3415
	D & D VENTURES, INC.		2517 JEFFERSON DRIVE	PORT ARTHUR	TX	77642	(409) 781-3415

	D & D VENTURES, INC.	866 N MAIN STREET	VIDOR	TX	77662	(409) 781-3415
	D & D VENTURES, INC.	6480 EASTEX FREEWAY	BEAUMONT	TX	77708	(409) 781-3415
	D & D VENTURES, INC.	2421 NORTH 16TH STREET	ORANGE	TX	77630	(409) 781-3415
	D & D VENTURES, INC.	837 NORTH MAIN	LUMBERTON	TX	77657	(409) 781-3415
	D & D VENTURES, INC.	1029 NEDERLAND AVE	NEDERLAND	TX	77627	(409) 781-3415
	FRISBEE FOODS, INC.	1500 E COURT STREET	SEGUIN	TX	78155	(832) 248-9691
	FRISBEE FOODS, INC.	1023 E. HIGHWAY 80	SAN MARCOS	TX	78666	(832) 248-9691
*	(3022) RANDHAWAFRISBEE FOODS, INC.	7305 40TH1024 W SAN	UNIVERSITY	Washi	(253)	(832) 248-9691
	FRISBEE FOODS, INC.	5167 KYLE CENTER DR	KYLE	TX	78640	(832) 248-9691
	FRISBEE FOODS, INC.	791 FM 1103	CIBOLO	TX	78108	(832) 248-9691
*	FRISBEE FOODS, INC.	(3162) PACIFIC PIZZA110 E	14855 MAIN STSAN	TXBELLEV	Washing	(425) 644-
*	DURANGO RESTAURANTS, LLC	101 SOUTH COIT ROAD	RICHARDSON	TX	75080	(817) 291-9368
*	DURANGO RESTAURANTS, LLC	1110 BOWEN RD	ARLINGTON	TX	76013	(817) 291-9368
*	DURANGO RESTAURANTS, LLC	1220 E. BELTLINE RD.	RICHARDSON	TX	75081-3707	(817) 291-9368
3282	(3282) DA SILVAS INCDURANGO RESTAURANTS, LLC	1315 1630 E FRONT STLAMAR	PORT	Washi	(360)	(817) 291-9368
	CORBEI RESTAURANT COMPANY, LLC	6408 I-45 SOUTH	LA MARQUE	TX	77568	(281) 793-5784
	CORBEI RESTAURANT COMPANY, LLC	117 HIGHWAY 332 WEST	LAKE JACKSON	TX	77566	(281) 793-5784
	CORBEI RESTAURANT COMPANY, LLC	734 FM 517 WEST	DICKINSON	TX	77539	(281) 793-5784
*	G.I.I.C.A.,LLC	810 W OCEAN BLVD SUITE A-3	LOS FRESNOS	TX	78566	(956) 624-2317
*	(3050) HEWSON BROTHERS, L.L.C.G.I.I.C.A.,LLC	1434 EAST GENEVA508 N	DELAVANLA FERIA	Wiscon	(262)	(956) 624-2317
*	G.I.I.C.A.,LLC	2445 N INTERNATIONAL BLVD	WESLACO	TX	78596	(956) 624-2317
	YUMMY ENTERPRISES, LLC	1900 SE 34TH AVE SUITE 26	AMARILLO	TX	79118	(915) 449-8699

Stores Transferred in 2022

	2011-0001	(2011) DINO JUMP SOUTHERN ARIZONA, INC.	18745 S I-19 FRONTAGE ROAD	GREEN VALLEY	Arizona		(520) 625-9724
*	3063-0003	(3063) TEAM LC, INC.	34 N LAKE HAVASU AVE	LAKE HAVASU CITY	Arizona		(928) 453-9445
*	3263-0001	(3263) PJ''S PIZZA LLC	3544 E SOUTHERN AVE	MESA	Arizona		(480) 641-4694
*	3263-0002	(3263) PJ''S PIZZA LLC	2992 N. ALMA SCHOOL RD.	CHANDLER	Arizona		(480) 782-7429
*	3263-0003	(3263) PJ''S PIZZA LLC	735 NORTH GILBERT RD	GILBERT	Arizona		(480) 632-2035
*	1362-0015	(1362) CAESAR''S DOUGH BOYS, LLC *	2211 FAYETTEVILLE RD	VAN BUREN	Arkansas		(479) 471-7471
*	1362-0016	(1362) CAESAR''S DOUGH BOYS, LLC *	2682 WEST SUNSET AVE	SPRINGDALE	Arkansas		(479) 756-5947
*	1362-0018	(1362) CAESAR''S DOUGH BOYS, LLC *	931 WEST WALNUT ST	ROGERS	Arkansas		(479) 621-0030
*	1944-0002	(1944) SEE STORES FOR ENTITY/OWNERSHIP	200 PROGRESS AVE SUITE 200	SILOAM SPRINGS	Arkansas		(479) 238-8900
*	0374-0016	(0374) CREIGHTONYUMMY ENTERPRISES, INC.LLC	16901707 WEST TEXAS5TH STREET	FAIRFIELDPLAINVIEW	CaliforniaTX	(707)	(915) 449-8699
0845-0007		(0845) F.H. BERRYYUMMY ENTERPRISES, INC.LLC	6585-B COMMERCE BLVD5610 S GEORGIA	ROHNERT PARKAMARILLO	CaliforniaTX	(707)	(915) 449-8699
0845-0010		(0845) F.H. BERRY ENTERPRISES, INC.VIHAR PIZZA LLC	2375 CALIFORNIA BLVD.2710 SW 10TH AVE	NAPAAMARILLO	CaliforniaTX	(707)	(915) 921-7000
	0845-0011*	(0845) F.H. BERRYZ-MAC ENTERPRISES, INC.LLC	750 STONY POINT RD.715 TEXAS AVE	SANTA ROSABRIDGE CITY	CaliforniaTX	(707)	(225) 803-1871
0845-0013		(0845) F.H. BERRY ENTERPRISES, INC.LBK PIZZA, LLC	173-N MCDOWELL BLVD2508 AUBURN ST	PETALUMALUBBOCK	CaliforniaTX	(707)	(915) 240-6666
	0845-0014*	(0845) F.H. BERRYMARX ENTERPRISES, INC.	19209 SONOMA HWY1508 SAMS CIRCLE	SONOMACHESAPEAKE	CaliforniaVA	(707)	(757) 633-6160
	1425-0001*	(1425) RAY ENTERPRISES,QUALITY FOOD INC.	9770 CAMPO736 WARRENTON RD- #114	SPRING	CaliforniaVA	(619)	(559) 304-4480
	1425-0002*	(1425) RAY ENTERPRISES,QUALITY FOOD INC.	2920 JAMACHA RD9020 MATHIS AVE	EL CAJONMANASSAS	CaliforniaVA	(619)	(559) 304-4480
*	1476-0003	(1476) LCP ENTERPRISES	26859 BOUQUET CANYON RD	SANTA CLARITA	California		(661) 296-3111
*	1578-0001	(1578) HSN ENTERPRISES,QUALITY FOOD INC.*	3940 WALNUT ROAD8246 RICHMOND HWY	BRENTWOODALEXANDRIA	CaliforniaVA	(925)	(559) 304-4480
	2051-0001*	(2051) E.A.S.T.QUALITY FOOD INC.	619 S. GAFFEY STREET511 N ROYAL AVE	SAN PEDROFRONT ROYAL	CaliforniaVA	(310)	(559) 304-4480
*	2060-0002	(2060) PZA COMPANY,QUALITY FOOD INC.*	1251 E. MAIN ST.10490 SUDLEY MANOR DR	BARSTOWMANASSAS	CaliforniaVA	(760)	(559) 304-4480
	3043-0001	(3043) PARUVIAM	7855 MADISON AVE SUITE A	CITRUS HEIGHTS	California		(916) 967-4400
	3247-0002*	(3247) SHAAN ENTERPRISESQUALITY FOOD INC.	4475 EAST TREAT BOULEVARD11133 MARSH	CONCORDBEALETON	CaliforniaVA	(925)	(559) 304-4480
	3339-0001*	(3339) PEPPERONI BROTHERS SF,QUALITY FOOD INC.	2193 ROOSEVELT CENTER14079 JEFFERSON	REDWOOD	CaliforniaVA	(650)	(559) 304-4480
	3339-0002*	(3339) PEPPERONI BROTHERS SF,QUALITY FOOD INC.	1000 KING DRIVE4315 DALE BLVD.	DALYDALE CITY	CaliforniaVA	(650)	(559) 304-4480
		DESAI RESTAURANT GROUP LLC	8627 SEMINOLE TRAIL	RUCKERSVILLE	VA	22968	(202) 345-0306
	*	TERRA FOODS LLC	251 WEST LEE HWY #668	WARRENTON	VA	20186	(571) 606-8100
	*	APRICUS QSR, LLC	237 S BATTLEFIELD BLVD	CHESAPEAKE	VA	23322	(724) 328-0007
	*	APRICUS QSR, LLC	4655 MONTICELLO AVE UNIT 107	WILLIAMSBURG	VA	23188	(724) 328-0007
	3444-0001*	(3444) SARANG SOOKALL-ONE, INC.	300 W MAIN3625-C SW 148TH ST	WESTMORLANDLYNNWOO	CaliforniaWA	(760)	(360) 961-2433
	3477-0001*	(3477) ALLIANCE RESTAURANTS, INC.GURMOH CORPORATION	4972 WARNER AVE203 SOUTH 2ND STREET	HUNTINGTON	CaliforniaWA	(714)	(509) 432-5212
3487-0001		(3487) SANTICO GROUPJWT ENTERPRISES, LLC	936 M 7TH ST26477 72ND AVE NW-SUITE 100	NOVATOSTANWOOD	CaliforniaWA	(415)	(360) 927-8779
3487-0002		(3487) SANTICO GROUPLITTLE CAESARS SEATTLE, LLC	8836-19551 STEVENS PASS HIGHWAYLAKEWOOD DR	WINDSORMONROE	CaliforniaWA	(707)	(425) 290-2900
3504-0001		(3504) CASSIE & JAY WIN,ALL NATURAL PIZZA CO. INC.	4790 ROCKLIN RD408 N CENTRAL	ROCKLINMARSHFIELD	CaliforniaWI	(916)	(715) 897-5216
*	3562-0003	(3562) AKD 3001 ROYALDGB, INC./BROOKS FOOD, INC.	29700 RANCHO CALIFORNIA1022 LACROSSE ST.	TEMECULALA CROSSE	CaliforniaWI	(951)	(715) 292-5230
*	3562-0004	(3562) AKD 3001 ROYAL INC	40525 CALIFORNIA OAKS RD. #E-9	MURRIETA	California		(951) 677-2838
*	1705-0001	(1705) DESERT DOUGH COMPANY, INC.LITTLE CAESARS PIZZA OF	5781110 E. 128TH AVE.BADGER	THORNTONWAUPACA	ColoradoWI	(720)	(920) 419-8911
1838-0003		(1838) PEPPERONI BROTHERSLC OF WAUSAU, LLC.	2431 MAIN ST1819 STEWART AVE	ALAMOSAWAUSAU	ColoradoWI	(719)	(715) 551-3934
*	3499-0003	(3499) DELMAR FOODSLC OF WAUSAU, LLC	286 SOUTH DUPONT HWY1699 SCHOFIELD AVE	DOVERSCHOFIELD	DelawareWI	(302)	(715) 551-3934
*	3499-0004	(3499) DELMAR FOODS LLCWHITETAIL PIZZA, INC.	670 NORTH DUPONT101 GATEWAY BLVD	MILFORDROCK SPRINGS	DelawareWY	(302)	(209) 404-5780

Ceased Operations in 2023

1667	(1667) JOE D AND KA INVESTMENTS, LLC	1096 N. FERDON BLVD	CRESTVIEW	St. Croix	Florida	VI	(850) 683-2057	340-692-2228		
1667 0002	(1667) JOE D AND KA INVESTMENTS, LLC	115 A RACETRACK ROAD NW	FORT WALTON BEACH						Florida	(850) 863-3177
1667	(1667) JOE D AND KA	4550 HIGHWAY 20	NICEVILLE	Chelsea	Florida	AL	35043	(850) 205-678-		
1667	(1667) JOE D AND KA	251 MARY ESTHER	MARY ESTHER	Foley	Florida	AL	(850) 244-	251-970-1382		
*	(1777) WEST SIDE PIZZA PIE, LLC	6601 OLD WINTER GARDEN RD	ORLANDO	Queen	Florida	AZ	(407) 290-2007	480-939-5055		
3431 0001	(3431) EMERALD COAST PIZZA, INC.	8162 NAVARRE PKWY	NAVARRE						Florida	(850) 684-1014
*	(3602) Brazilian Star	Har Enterprise-	4434 HOFFNER AVE	2889	Orlando	Pleasanton	Florida	CA	(407) 704-	925-417-8880
*	(1391) Old Deli, Inc.	ABS FRANCHISING, LLC	510 PLEASANT HILL		LILBURN	New Castle	Georgia	D	(770) 931-	302-322-4000
*	(1699) RMG LC	GEORGIA, LLC	Florida		1296 HIGHWAY 138	3309	RIVERDALE	Apopka	Georgia	F	(770) 909-	407-869-0505
*	(1699) RMG LC GEORGIA, LLC	Krish	535 SOUTH GLYNN		FAYETTEVILLE	Jupit	Georgia	F	(770) 460-	561-748-5558
*	(1699) RMG LC GEORGIA,	6395 OLD NATIONAL	COLLEGE PARK	St.	Georgia	F	(770) 991-	904-827-9911		
*	(1699) RMG LC GEORGIA,	5370 CAMPBELLTON	FAIRBURN	Destin	Georgia	F	(770) 306-	850-837-7100		
*	Nibble Nation	214 E. 18th	Tifton		GA	31794		229-256-2983		
*	(1699) RMG LC	GEORGIA, LLC	Georgia		4959 BILL GARDNER		Decatur	LOCUST	Georgia	G	30035	(678) 759-8624	705-	
* 1741 0003	(1741) JFAM, LLC	1905 N COLUMBIA ST	MILLEDGEVILLE						Georgia	(478) 295-2212
*	(3310) YVRKMRI GROUP LLC	Quantam	5162 MCGINNIS FERRY		ALPHARETTA	Cummi	Georgia	G	30041	(770) 751-7001	886-
*	(3393) QUANTUM RESTAURANTS,	109 POTTERY FACTORY	COMMERCE	Flowery	Georgia	G	30542	(770) 213-5555	965-
*	Elcee, Inc.	(3476) S_R JUBILEE	1920 HUDSON	STOCKB	Georgia	83705	(678) 271-2004	208-		
	JPS Restaurants	2614 Burlington Pike	Burlington		KY	41005		859-689-5800		
	Grandma Darling Pizza	1958 N. Highway 190	Covington		LA	70433		985-875-1193		
*	BEP Pizza Corporation	30 John Fitch Hwy	Fitchburg		MA	0.142		978-627-3264		
*	BEP Pizza Corporation	160 Winthrop Avenu	Lawrence		MA	0.1843		978-681-7652		
	AOS, Inc.	10 Westminster	Westminster		MD	21157		410-840-2000		
	Restaurant Purchasing Corp	11310 West Chicago	Detroit		MI	48228		313-835-0555		
	Business Mgmnt Resources	2221 N. Cedar St.	Holt		MI	48842		517-694-8099		
*	MAC Pizza	1200 Wealthy	Grand Rapids		MI	49506		616-301-0617		
*	Moticello Pizza	18851 Freeport	Elk River		MN	55330		763-441-0111		
*	Trac Enterprises	897 Highway 16	Carthage		MN	39051		601-267-7075		
3561	(3561) TBD	DSCR Mgmnt Group, LLC	1063 BAXTER STREET	812	Willmar	ATHENS	Georgia		(706) 765-	320-235-0100
*	(1865) BUSINESS MANAGEMENT	375 MAIN STREET	BOURBONNAIS	Ferg	Illinois	MO	(815) 929-	314-736-5736		
*	(1865) BUSINESS MANAGEMENT	1650 WEST COURT	KANKAKEE	Indianola	Illinois	MS	(815) 929-	662-445-2525		
1902	(1902) JAKALS, INC.	Crisner Pizza	2715 VERMILION ST	175	DANVILLE	Holly	Illinois	MS	(217) 442-	662-252-5900
1905	(1905) RONMEL PIZZA, LLC	Couch-	1879 SOUTH	2350 US	CRAWFORDSVILL	Indiana	N	(765) 361-	828-326-5808	
	Capital K Enterprises	4710 Hicone	Greensboro		NC	27405		336-541-8780		
*	Sizzling Caesars	2320 Highway 180	Silver City		NM	88061		575-388-0123		
3080	(3080) F&F MANAGEMENT LLC	B &	2060 SAGAMORE PKWY		WEST		Indiana	N	(765) 464-	775-432-8306
3538	(3538) HOOISER OIL & GAS INC.	LC	927 S 13th St	715 Broadway	Brooklyn	Decatur	Indiana	N	(260) 724-	718-963-1663
3248	(3248) CMND, LLC	International	1205 E SAN MARNAN		WATERLOO	Forest	Iowa	OH	(319) 233-	513-851-1111
3248 0003	(3248) CMND, LLC	2210 EDGEWOOD ROAD SW	CEDAR RAPIDS						Iowa	(319) 390-8000
3248 0004	(3248) CMND, LLC	124 COLLINS RD NE	CEDAR RAPIDS						Iowa	(319) 447-9000
3248 0010	(3248) CMND, LLC	1675 JOHN F KENNEDY RD	DUBUQUE						Iowa	(563) 588-2118
* 1498 0001	(1498) CAESARS OF WICHITA, LLC	4100 E HARRY	WICHITA						Kansas	(316) 686-4400
*	(1498) CAESARS OF WICHITA,	2548	522 S. SENECA	Locust	WICHITA	Oxford	Kansas	OH	(316) 267-	513-280-5000
1908	(1908) CUTTING EDGE PIZZA,	151 S 18TH ST	9187		KANSAS		Kansas	OH	(913) 766-	513-683-7333
1908	(1908) CUTTING EDGE PIZZA,	2024	8156 S 4TH ST,		LEAVENWORTH	Tuls	Kansas	OK	(913) 297-	918-994-6800
1908	(1908) CUTTING EDGE PIZZA,	5329 SW 21ST ST	2212		TOPEKA	Erie	Kansas	PA	(785) 730-	814-455-0471
1908	(1908) CUTTING EDGE PIZZA,	904 E. Sante Fe St.	2370		Olathe	Nashville	Kansas	TN	(913) 361-	662-252-5900
1908	(1908) CUTTING EDGE PIZZA, LLC	All	1528 W 23rd	132nd Street	Everett	Lawrence	Kansas	WA	(785) 371-	425-385-1000
* 2041 0003	(2041) LCP UNLIMITED, INC.	428 EAST 30TH AVENUE	HUTCHINSON						Kansas	(620) 259-7373
* 2041 0004	(2041) LCP UNLIMITED, INC.	1005 N. MAIN	NEWTON						Kansas	(316) 804-4445
* 2041 0005	(2041) LCP UNLIMITED, INC.	3570 N WOODLAWN	WICHITA						Kansas	(316) 201-4747

Corporate Stores Sold in 2023

3446-0001*	(3446) MADDOX ENTERPRISES LLC	Little Caesar Enterprises	3000 Hikes Lane	3001 Bonita Road	Louisville	Chula Vista	Kentucky CA (502) 619-576-1703
1240-0004*	(1240) CUTTING EDGE PIZZA, LLC	Little Caesar Enterprises	6313	90 Charter Oak Blvd YORK ROAD	BALTIMORE	San Francisco	Maryland CA (410) 415-570-9399
1240-0005*	(1240) CUTTING EDGE PIZZA, LLC	Little Caesar Enterprises	2230 HANSON RD	3240 Glenview Road	EDGEWOOD	Glenview	Maryland IL (410) 847-724-7474
* 1618-0030	(1618)	Little Caesar Enterprises ACES, LLC	1127 ANNAPOLIS ROAD	7001 North	ODENTON	Chicago	Maryland IL (410) 773-465-0307
1908-0021	(1908) CUTTING EDGE PIZZA, LLC		7603 HARFORD RD		PARKVILLE		Maryland (443) 602-7871
1908-0024	(1908) CUTTING EDGE PIZZA, LLC		8716 LIBERTY ROAD		RANDALLSTOWN		Maryland (410) 496-4277
1908-0026	(1908) CUTTING EDGE PIZZA, LLC		1225 EASTERN BLVD		ESSEX		Maryland (443) 815-3817
1908-0029	(1908) CUTTING EDGE PIZZA, LLC		6630 SECURITY BLVD		WOODLAWN		Maryland (443) 200-2206
1908-0033	(1908) CUTTING EDGE PIZZA, LLC		9644B BELAIR RD		NOTTINGHAM		Maryland (443) 290-4514
1908-0039	(1908) CUTTING EDGE PIZZA, LLC		2131 W PATAPSCO AVE		BALTIMORE		Maryland (443) 563-2549
* 1940-0004	(1940) SEE STORE FOR ENTITY/OWNERSHIP		3431 FORT MEADE RD		LAUREL		Maryland (301) 776-2689
* 1940-0013	(1940) SEE STORE FOR ENTITY/OWNERSHIP		3933 ERDMAN AVE		BALTIMORE		Maryland (443) 602-7049
* 3647-0001	(3647) APRICUS PIZZA, LLC		6313 YORK ROAD #313		BALTIMORE		Maryland (410) 296-9100
* 3647-0004	(3647) APRICUS PIZZA, LLC		7603 HARFORD RD		PARKVILLE		Maryland (443) 602-7871
* 3647-0005	(3647) APRICUS PIZZA, LLC		8716 LIBERTY ROAD		RANDALLSTOWN		Maryland (410) 496-4277
* 3647-0006	(3647) APRICUS PIZZA, LLC		1225 EASTERN BLVD		ESSEX		Maryland (443) 815-3817
* 3647-0008	(3647) APRICUS PIZZA, LLC		6630 SECURITY BLVD		WOODLAWN		Maryland (443) 200-2206
* 3647-0010	(3647) APRICUS PIZZA, LLC		2131 W PATAPSCO AVE		BALTIMORE		Maryland (443) 563-2549
0054-0001	(0054) R F L ENTERPRISES OF MICHIGAN		41920 HAYES		CLINTON TWP		Michigan (586) 286-5580
0054-0002	(0054) R F L ENTERPRISES OF MICHIGAN		47069 HAYES		SHELBY TWP		Michigan (586) 532-5020
0054-0003	(0054) R F L ENTERPRISES OF MICHIGAN		27667 23 MILE ROAD		CHESTERFIELD TWP		Michigan (586) 421-9999
0894-0001	(0894) ROCHESTER FOODS INC		172 NORTH RIVER ROAD		HOLLAND		Michigan (616) 396-1418
0894-0003	(0894) ROCHESTER FOODS INC		716 CHICAGO DRIVE		HOLLAND		Michigan (616) 394-0591
0894-0004	(0894) ROCHESTER FOODS INC		723 AYLWORTH		SOUTH HAVEN		Michigan (269) 637-6123
* 1294-0001	(1294) RESTAURANT PURCHASING CORPORATION		7633 MICHIGAN AVENUE		DETROIT		Michigan (313) 843-6262
* 1437-0002	(1437) B. HOFFMAN INC.		1118 W SUPERIOR		WAYLAND		Michigan (269) 792-0500
* 1437-0003	(1437) B. HOFFMAN INC.		9175 CHERRY VALLEY		CALEDONIA		Michigan (616) 891-1340
1969-0003	(1969) LC OF MANATEE, LLC		53101 SHELBY ROAD		SHELBY TOWNSHIP		Michigan (248) 656-0200
* 1984-0001	(1984) J WEBER INC		2658 POINTE TREMBLE RD.		ALGONAC		Michigan (810) 794-1111
3068-0001	(3068) KRYSCO, LLC		34850 WEST WARREN ROAD		WESTLAND		Michigan (734) 421-4100
* 3120-0004	(3120) WAIL LLC		42440 FORD ROAD		CANTON		Michigan (734) 981-4100
3369-0001	(3369) RED BARN RESTAURANT 3 INC.		121 S MAIN ST		YALE		Michigan (810) 387-2111
* 3543-0010	(3543) MACPIZZA PONTIAC, LLC		7926 COOLEY LAKE ROAD		WATERFORD		Michigan (248) 363-1531
* 3543-0011	(3543) MACPIZZA PONTIAC, LLC		2701 BENSTEIN ROAD		COMMERCE TOWNSHI		Michigan (248) 624-8866
* 1456-0002	(1456) P.E.T INVESTMENTS, LLC		890 ARCADE		ST PAUL		Minnesota (651) 776-1000
* 1456-0004	(1456) P.E.T INVESTMENTS, LLC		2218 E LAKE ST		MINNEAPOLIS		Minnesota (612) 333-2201
* 1456-0005	(1456) P.E.T INVESTMENTS, LLC		902 WEST BROADWAY AVE		MINNEAPOLIS		Minnesota (612) 521-4140
* 1456-0006	(1456) P.E.T INVESTMENTS, LLC		1688 WHITE BEAR AVE		MAPLEWOOD		Minnesota (651) 748-8811

*	1456-0007	(1456) P.E.T INVESTMENTS, LLC	1115 S ROBERT STREET	ST PAUL	Minnesota	(651) 453-2113
*	1456-0009	(1456) P.E.T INVESTMENTS, LLC	2581 COUNTY ROAD 10	MOUNDS VIEW	Minnesota	(763) 780-9884
*	1456-0016	(1456) P.E.T INVESTMENTS, LLC	3450 124TH AVE. SUITE 108	COON RAPIDS	Minnesota	(763) 269-8480
*	1456-0017	(1456) P.E.T INVESTMENTS, LLC	1246 COUNTY ROAD 42 WEST	BURNSVILLE	Minnesota	(952) 435-5040
*	1456-0019	(1456) P.E.T INVESTMENTS, LLC	5605 XERXES AVENUE NORTH	BROOKLYN CENTER	Minnesota	(763) 561-1646
	3254-0001	(3254) BORGERDING MANAGEMENT, LLC	812 FIRST STREET SOUTH	WILLMAR	Minnesota	(320) 235-0100
	0639-0001	(0639) K.D.L. MANAGEMENT, INC.	2310 NORTH HILLS ST	MERIDIAN	Mississippi	(601) 483-7171
	0639-0002	(0639) K.D.L. MANAGEMENT, INC.	806 HWY 19 NORTH	MERIDIAN	Mississippi	(601) 693-8555
*	1762-0006	(1762) BALLARD HOLDINGS, LLC *	110 N JERRY CLOWER BLVD STE	YAZOO CITY	Mississippi	(662) 746-5100
*	1762-0008	(1762) BALLARD HOLDINGS, LLC *	603 W PARK AVE	GREENWOOD	Mississippi	(662) 455-0101
*	3231-0002	(3231) BUSY R HOLDINGS	127 MARKET PLACE	HAZLEHURST	Mississippi	(601) 623-9197
	0469-0001	(0469) DANCO PIZZA INC.	17 W. KARSCH BLVD.	FARMINGTON	Missouri	(573) 756-0770
	1510-0001	(1510) EMB ENTERPRISE, LLC / CESM ENTERPRISE, LLC	4879 MEXICO ROAD	ST PETERS	Missouri	(636) 922-0113
	1510-0003	(1510) EMB ENTERPRISE, LLC / CESM ENTERPRISE, LLC	195 EAST HWY 47	TROY	Missouri	(636) 462-2000
	1510-0006	(1510) EMB ENTERPRISE, LLC / CESM ENTERPRISE, LLC	35 HARVESTER SQUARE	ST PETERS	Missouri	(636) 939-5550
	1280-0001	(1280) ZARBOCK ENTERPRISES, LLC	2202 CENTRAL AVE	BILLINGS	Montana	(406) 656-2500
	1280-0002	(1280) ZARBOCK ENTERPRISES, LLC	1749 MAIN ST	BILLINGS	Montana	(406) 259-0033
	1280-0003	(1280) ZARBOCK ENTERPRISES, LLC	501 GRAND AVENUE	BILLINGS	Montana	(406) 245-9190
	3169-0001	(3169) ROGERS INDUSTRIES, LLC	1531 WEST MAIN STREET	BOZEMAN	Montana	(406) 587-0980
	1536-0001	(1536) THOMIN INVESTMENTS CORPORATION	8208 HARRISON STREET	OMAHA	Nebraska	(402) 504-3456
	1536-0002	(1536) THOMIN INVESTMENTS CORPORATION	637 NORTH SADDLE CREEK RD	OMAHA	Nebraska	(402) 991-7666
	3394-0001	(3394) MI6 PIZZA, INC.	2128 LAWRENCE LANE	GRAND ISLAND	Nebraska	(308) 382-4300
	3394-0002	(3394) MI6 PIZZA, INC.	411 S. DEWEY	NORTH PLATTE	Nebraska	(308) 534-4800
	3394-0003	(3394) MI6 PIZZA, INC.	221 WEST 39TH STREET	KEARNEY	Nebraska	(308) 237-4544
	3394-0004	(3394) MI6 PIZZA, INC.	2416 23RD ST.	COLUMBUS	Nebraska	(402) 562-2277
	2096-0001	(2096) JERSEY SHORE FOODS, LLC	3242 BRIDGE AVE	POINT PLEASANT	New Jersey	(732) 701-1000
	1388-0001	(1388) L.C. OF ROME, LLC	140 BLACK RIVER BLVD	ROME	New York	(315) 281-0888
	1388-0002	(1388) L.C. OF ROME, LLC	4976 COMMERCIAL DR.	YORKVILLE	New York	(315) 736-2700
	1388-0003	(1388) L.C. OF ROME, LLC	1154 MOHAWK STREET	UTICA	New York	(315) 732-1800
	1388-0004	(1388) L.C. OF ROME, LLC	506 LENOX AVE	ONEIDA	New York	(315) 363-9383
	1388-0005	(1388) L.C. OF ROME, LLC	12 COLUMBIA ST	MOHAWK	New York	(315) 717-0000
	1091-0003	(1091) DLM FOODS INC.	3460 SUNSET AVENUE	ROCKY MOUNT	North Carolina	(252) 937-4322
*	1618-0080	(1618) ACES, LLC	714 Granville StSuite 104	Oxford	North Carolina	(919) 514-1450
*	1623-0001	(1623) EASTERN NC PIZZA, INC./ENCPI2, INC.	3700 S CHARLES BLVD	GREENVILLE	North Carolina	(252) 756-6570
*	1623-0002	(1623) EASTERN NC PIZZA, INC./ENCPI2, INC.	4328 WINTERVILLE PKWY	WINTERVILLE	North Carolina	(252) 353-0006
	1877-0007	(1877) EDWARDS INVESTMENTS OF VA, LLC	609 PISGAH CHURCH RD	GREENSBORO	North Carolina	(336) 286-7225
	1877-0008	(1877) EDWARDS INVESTMENTS OF VA, LLC	808 S. VAN BUREN RD.	EDEN	North Carolina	(336) 623-1323
	1877-0009	(1877) EDWARDS INVESTMENTS OF VA, LLC	3016 W GATE CITY BLVD	GREENSBORO	North Carolina	(336) 852-9955

	1877-0010	(1877) EDWARDS INVESTMENTS OF VA, LLC	2134 S CHURCH ST	BURLINGTON	North Carolina	(336) 229-7423
	2002-0001	(2002) FAST SERVE, LLC	5412 W. MARKET ST.	GREENSBORO	North Carolina	(336) 294-4087
	2002-0004	(2002) FAST SERVE, LLC	2410 EAST MARKET STREET	GREENSBORO	North Carolina	(336) 378-0666
	2002-0007	(2002) FAST SERVE, LLC	1100 SUMMIT AVE	GREENSBORO	North Carolina	(336) 663-7294
	2002-0012	(2002) FAST SERVE, LLC	4610 CAPITAL BLVD.	RALEIGH	North Carolina	(919) 877-8600
	2002-0014	(2002) FAST SERVE, LLC	4826 West Wendover Ave	High Point	North Carolina	(336) 763-3044
	3573-0001	(3573) OBX Karma LLC	1704 N CROATAN HWY	KILL DEVIL HILLS	North Carolina	(252) 480-1354
	1347-0008	(1347) LYNDAL ENTERPRISES, INC.	1245 WEST PROSPECT ROAD	ASHTABULA	Ohio	(440) 998-0900
	1917-0002	(1917) GOLDEN CIRCLE, LLC	708 NORTH UNION STREET	FOSTORIA	Ohio	(419) 435-7000
	1935-0008	(1935) SBH ENTERPRISES, INC.*	2904 MILAN RD	SANDUSKY	Ohio	(419) 502-3300
	0350-0001	(0350) MCKENNON, LLC	1087 MEDFORD CENTER	MEDFORD	Oregon	(541) 773-6606
	0350-0003	(0350) MCKENNON, LLC	1616 WILLIAMS HWY	GRANTS PASS	Oregon	(541) 474-7707
	0350-0004	(0350) MCKENNON, LLC	5538 SOUTH 6TH STREET	KLAMATH FALLS	Oregon	(541) 884-8888
	0350-0006	(0350) MCKENNON, LLC	1205 G PLAZA BLVD.	CENTRAL POINT	Oregon	(541) 665-3654
	0350-0007	(0350) MCKENNON, LLC	1120 SE 3RD. SUITE 200	BEND	Oregon	(541) 312-3377
	0350-0008	(0350) MCKENNON, LLC	8336 HIGHWAY 62	WHITE CITY	Oregon	(541) 830-8338
	0350-0009	(0350) MCKENNON, LLC	944 SW VETERANS WAY	REDMOND	Oregon	(541) 316-2020
	2058-0001	(2058) CAPACCIO VENTURES, LLC	508 N HIGHWAY 99 WEST	MCMINNVILLE	Oregon	(503) 474-0902
*	1544-0001	(1544) LOZ ENTERPRISES, LLC *	1439 ALLEN ST.	ALLENTOWN	Pennsylvania	(610) 776-2670
*	1544-0002	(1544) LOZ ENTERPRISES, LLC *	2439 BUTLER STREET	EASTON	Pennsylvania	(610) 438-5536
*	1544-0003	(1544) LOZ ENTERPRISES, LLC *	1636 UNION BLVD	ALLENTOWN	Pennsylvania	(484) 860-3189
	1687-0005	(1687) LC CLASSIC, LLC	400 W ALLEGHENY AVE	PHILADELPHIA	Pennsylvania	(215) 203-5555
	1687-0007	(1687) LC CLASSIC, LLC	701 W LEHIGH AVE	PHILADELPHIA	Pennsylvania	(267) 319-8000
	1880-0001	(1880) JCC VENTURES LLC	650 EAST HIGH STREET	CARLISLE	Pennsylvania	(717) 241-5558
	1880-0002	(1880) JCC VENTURES LLC	4955 CARLISLE PIKE	MECHANICSBURG	Pennsylvania	(717) 695-4216
	1880-0003	(1880) JCC VENTURES LLC	836 MARKET ST	LEMOYNE	Pennsylvania	(717) 635-9415
*	1759-0004	(1759) CTK PIZZA, LLC	810 BROAD STREET	SUMTER	South Carolina	(803) 778-2500
*	1759-0005	(1759) CTK PIZZA, LLC	2077 WEDGEFIELD RD	SUMTER	South Carolina	(803) 775-1500
*	1815-0006	(1815) ROSS BROTHERS, LLC	5760 OLD HICKORY BLVD	HERMITAGE	Tennessee	(615) 678-8347
	2021-0001	(2021) TURNER RESTAURANT GROUP, LLC	4123 HIGHWAY 411	MADISONVILLE	Tennessee	(423) 545-9560
	2021-0003	(2021) TURNER RESTAURANT GROUP, LLC	1204 HWY 411 N	ETOWAH	Tennessee	(423) 781-7323
	2021-0004	(2021) TURNER RESTAURANT GROUP, LLC	2789 HIGHWAY 72 N SUITE C	LOUDON	Tennessee	(865) 458-4240
*	3375-0001	(3375) S&S PIZZA LLC	3304 GALLATIN PIKE RD.	NASHVILLE	Tennessee	(615) 760-5881
*	0557-0001	(0557) MIDCUTH, LP	1000 NORTH MIDKIFF	MIDLAND	Texas	(432) 694-3676
*	0557-0009	(0557) MIDCUTH, LP	101 E UNIVERSITY AVE	GEORGETOWN	Texas	(512) 869-2980
	1102-0001	(1102) J. O. DEVELOPMENT CORP.	1034 S JOHN REDDITT DR	LUFKIN	Texas	(936) 639-6655
	1102-0006	(1102) J. O. DEVELOPMENT CORP.	107 N CHESTNUT ST	LUFKIN	Texas	(936) 639-6677
	1102-0007	(1102) J. O. DEVELOPMENT CORP.	103 North Brentwood Drive	Lufkin	Texas	(936) 632-0660

*	1325-0004	(1325) FRISBEE FOODS, INC.	479 HWY 71 WEST	BASTROP	Texas	(512) 321-0440
*	1325-0005	(1325) FRISBEE FOODS, INC.	910 LEE DILDY	ELGIN	Texas	(512) 285-4400
*	1325-0006	(1325) FRISBEE FOODS, INC.	640 OLD SAN ANTONIO RD.	BUDA	Texas	(512) 312-2727
*	1325-0007	(1325) FRISBEE FOODS, INC.	202 WALTON WAY	CEDAR PARK	Texas	(512) 528-9876
*	1325-0008	(1325) FRISBEE FOODS, INC.	1030 NORWOOD PARK BLVD	AUSTIN	Texas	(512) 836-6000
*	1325-0013	(1325) FRISBEE FOODS, INC.	5004 GATTIS SCHOOL RD	HUTTO	Texas	(512) 243-8621
	1405-0001	(1405) WEST COUNTY ROAD, LP	1619 N COUNTY RD	ODESSA	Texas	(432) 332-1001
	1405-0003	(1405) WEST COUNTY ROAD, LP	2605 A NORTH GRANDVIEW AVE	ODESSA	Texas	(432) 339-2046
	1405-0004	(1405) WEST COUNTY ROAD, LP	621 EAST 42ND STREET	ODESSA	Texas	(432) 653-5444
*	1585-0010	(1585) SATHYA SAI KRISHNA, INC.*	1030 E HIGHWAY 377	GRANBURY	Texas	(817) 573-1411
*	1853-0005	(1853) G.I.I.C.A.,LLC	415 STATE HIGHWAY 100	PORT ISABEL	Texas	(956) 772-7048
	3044-0001	(3044) TEXAS BEST PIZZA, INC.	1200 HWY 110 NORTH	WHITEHOUSE	Texas	(903) 871-9826
	3234-0001	(3234) GTX DOE BOYZ INC.	1799 E AUSTIN ST	GIDDINGS	Texas	(979) 542-0002
*	3305-0002	(3305) P&D FRANCHISE OPERATIONS, LLC	1105 E PARKER RD	PLANO	Texas	(972) 424-9705
	3342-0001	(3342) TYLER FOODS, INC.*	510 SOUTH SW LOOP 323	TYLER	Texas	(903) 592-7373
	3342-0002	(3342) TYLER FOODS, INC.*	512 E FRONT ST	TYLER	Texas	(903) 593-6000
	3342-0004	(3342) TYLER FOODS, INC.*	908 NORTH KILGORE ST	KILGORE	Texas	(903) 984-5050
	3547-0001	(3547) AKA PREM SAI PIZZA, LLC	1706 1st Street	Mineral Wells	Texas	(940) 468-2230
	1240-0012	(1240) CUTTING EDGE PIZZA, LLC	237 S BATTLEFIELD BLVD	CHESAPEAKE	Virginia	(757) 482-0022
	1517-0001	(1517) MLJ FOODS, INC.	2300 W. BEVERLEY ST.	STAUNTON	Virginia	(540) 213-2200
	1517-0002	(1517) MLJ FOODS, INC.	52 S. CARLTON ST.	HARRISONBURG	Virginia	(540) 438-8080
	1517-0005	(1517) MLJ FOODS, INC.	1327 B WEST BROAD STREET	WAYNESBORO	Virginia	(540) 943-1167
	1877-0002	(1877) EDWARDS INVESTMENTS OF VA, LLC	4025 BRAMBLETON AVE	ROANOKE	Virginia	(540) 206-2358
	1877-0003	(1877) EDWARDS INVESTMENTS OF VA, LLC	7234 WILLIAMSON RD	ROANOKE	Virginia	(540) 685-2525
	1877-0004	(1877) EDWARDS INVESTMENTS OF VA, LLC	1449 SOUTH MAIN STREET	DANVILLE	Virginia	(434) 792-5555
	1877-0005	(1877) EDWARDS INVESTMENTS OF VA, LLC	3508 OLD HALIFAX RD	SOUTH BOSTON	Virginia	(434) 575-6666
	1877-0006	(1877) EDWARDS INVESTMENTS OF VA, LLC	1287 PINEY FOREST RD	DANVILLE	Virginia	(434) 835-4043
	1908-0027	(1908) CUTTING EDGE PIZZA, LLC	4655 MONTICELLO AVE UNIT 107	WILLIAMSBURG	Virginia	(757) 903-2154
	1993-0002	(1993) VRB ENTERPRISES, LLC	925 DIAMOND SPRINGS RD	VIRGINIA BEACH	Virginia	(757) 962-5660
	1993-0003	(1993) VRB ENTERPRISES, LLC	1800 LIBERTY ST	CHESAPEAKE	Virginia	(757) 524-4144
	3445-0001	(3445) MELVIN L. DAVIS OIL CO., INC.	10396 BLUE STAR HWY	STONY CREEK	Virginia	(434) 886-2070
	3445-0002	(3445) MELVIN L. DAVIS OIL CO., INC.	12461 OLD STAGE RD	WARFIELD	Virginia	(804) 478-4547
	3445-0003	(3445) MELVIN L. DAVIS OIL CO., INC.	5805 Prince George Dr.	Prince George	Virginia	(804) 458-8237
	3249-0001	(3249) CMND, LLC*2	1107 CALLOW AVE	BREMERTON	Washington	(360) 373-0434
	3249-0002	(3249) CMND, LLC*2	1900 SE SEDGWICK RD	PORT ORCHARD	Washington	(360) 876-4629
	3249-0003	(3249) CMND, LLC*2	5050 STATE HIGHWAY 303 NE	BREMERTON	Washington	(360) 813-1597
	3249-0004	(3249) CMND, LLC*2	3150 NW BUCKLIN HILL RD	SILVERDALE	Washington	(360) 692-7475
	3380-0001	(3380) PRICELESS PIZZA, LLC	1014 E NOB HILL BLVD	YAKIMA	Washington	(509) 424-3583

*	1320-0002	(1320) DGB, INC./BROOKS FOOD, INC.	2905 MALL DRIVE	EAU CLAIRE	Wisconsin	(715) 830-4040
*	1320-0003	(1320) DGB, INC./BROOKS FOOD, INC.	8 W MADISON	EAU CLAIRE	Wisconsin	(715) 835-7772
*	1320-0004	(1320) DGB, INC./BROOKS FOOD, INC.	1320 N BROADWAY	MENOMONIE	Wisconsin	(715) 233-2001
	1404-0001	(1404) 33 VENTURES, LLC	2833 E. WASHINGTON AVE.	MADISON	Wisconsin	(608) 240-8800
	1404-0002	(1404) 33 VENTURES, LLC	700 SOUTH GAMMON ROAD	MADISON	Wisconsin	(608) 273-8800
	1404-0003	(1404) 33 VENTURES, LLC	3042 FISH HATCHERY RD	FITCHBURG	Wisconsin	(608) 274-9900
	1404-0005	(1404) 33 VENTURES, LLC	1326 W MAIN	SUN PRAIRIE	Wisconsin	(608) 825-3336
	1943-0001	(1943) MDC LC WIS, LLC	2719 CALUMET AVE	MANITOWOC	Wisconsin	(920) 684-0000
	1943-0002	(1943) MDC LC WIS, LLC	306 W MAIN ST	WATERTOWN	Wisconsin	(920) 261-0600
	1943-0003	(1943) MDC LC WIS, LLC	2204 JACKSON ST	OSHKOSH	Wisconsin	(920) 233-6800
	1943-0004	(1943) MDC LC WIS, LLC	1910 CROOKS AVE	KAUKAUNA	Wisconsin	(920) 759-5154
	3046-0001	(3046) PUPPE HOLDINGS LLC	705-A NORTH MAIN ST	RIVER FALLS	Wisconsin	(715) 426-1111
*	3050-0003	(3050) HEWSON BROTHERS, L.L.C.	1838 WEST COURT ST	JANESVILLE	Wisconsin	(608) 563-0801
	3321-0001	(3321) I-43 SHELL, INC.	3285 CEDAR HEDGE LANE	GREEN BAY	Wisconsin	(920) 863-5485
	3321-0002	(3321) I-43 SHELL, INC.	2516 W FRONTIER RD	ABRAMS	Wisconsin	(920) 826-6400
	3321-0003	(3321) I-43 SHELL, INC.	1828 South Ashland	Green Bay	Wisconsin	(920) 455-5755

COMPANY SOLD IN 2022

0001 5039	LCE, INC.	2813 REDWOOD PKWY	VALLEJO	California	(313) 471-6000
0001 2801	LCE, INC.	442 N. CEDAR BLUFF ROAD	KNOXVILLE	Tennessee	(313) 471-6000
0001 2802	LCE, INC.	7116 MAYNARDVILLE PIKE	KNOXVILLE	Tennessee	(313) 471-6000
0001 2803	LCE, INC.	4322 N. BROADWAY	KNOXVILLE	Tennessee	(313) 471-6000
0001 2804	LCE, INC.	7335 CHAPMAN HIGHWAY	KNOXVILLE	Tennessee	(313) 471-6000
0001 2805	LCE, INC.	1741 WEST BROADWAY	MARYVILLE	Tennessee	(313) 471-6000
0001 2806	LCE, INC.	475 FORKS OF THE RIVER PKWY	SEVIERVILLE	Tennessee	(313) 471-6000
0001 2807	LCE, INC.	113 W. BROADWAY	JEFFERSON CITY	Tennessee	(313) 471-6000
0001 2808	LCE, INC.	4748 CENTER LINE DRIVE	KNOXVILLE	Tennessee	(313) 471-6000
0001 2812	LCE, INC.	2800 MAGNOLIA AVENUE	KNOXVILLE	Tennessee	(313) 471-6000
0001 2813	LCE, INC.	7044 KINGSTON PIKE	KNOXVILLE	Tennessee	(313) 471-6000
0001 2814	LCE, INC.	5400 CLINTON HWY SUITE 108	KNOXVILLE	Tennessee	(313) 471-6000

EXHIBIT H

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York State Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Department State Capitol Department 414 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

AGENTS FOR SERVICE OF PROCESS

We intend to register this disclosure document as a "franchise" in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents in some of the states listed.

CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 Toll Free: (866) 275-2677	**NEW YORK** New York Secretary of State New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	**NORTH DAKOTA** North Dakota Securities Commissioner State Capitol 600 East Boulevard Avenue, Fifth Floor Bismarck, North Dakota 58505-0510 (701) 328-4712
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	**RHODE ISLAND** Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527
INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	**SOUTH DAKOTA** Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563
MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360	**VIRGINIA** Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733
MICHIGAN Michigan Attorney General's Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760
MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600	**WISCONSIN** Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

EXHIBIT I

STATE-SPECIFIC DISCLOSURES AND CONTRACT ADDENDA

CALIFORNIA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of California and is intended to comply with California statutes and regulations.

1. 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.

2. Item 3. In addition to the information required by Item 3, neither we (Little Caesar Enterprises, Inc.) nor any person in Item 2 of the disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. §78a et seq., suspending or expelling such persons from membership in such association or exchange.

3. Item 17. Item 17 of the disclosure document has the following additional provisions:

(a) California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

(b) Any proposed termination of the Franchise Agreement for bankruptcy may not be enforceable under federal bankruptcy law. (11 U.S.C.A. Section 101 et seq.)

(c) The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

(d) The Franchise Agreement (and, to the extent applicable, the Territory Reservation Agreement) requires litigation to be conducted in Michigan. You are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

(e) You must sign a general release if you renew or transfer the franchise. This provision may not be enforceable under California law. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

(f) The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

(g) The Franchise Agreement requires application of the laws of Michigan. This provision may not be enforceable under California law.

4. Our website is found at www.littlecaesars.com. 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.

5. In the case of a material modification of an existing franchise located in California, California Corporations Code § 31125 requires a franchisor to disclose information concerning proposed material modifications of an existing franchise agreement. If you (or your affiliates) previously entered into one or more franchise agreements with us and/or our affiliate, LC Trademarks, Inc., Section 25 of the Franchise Agreement may include a material modification of those existing franchise agreements. If that is the case, then under California law, you (or your affiliate) has 5 business days after receipt of this disclosure document, including a copy of the Franchise Agreement, to notify us in writing that you (or your affiliate) does not agree to the modification of the existing Franchise Agreement or that you (or your affiliate) rescinds the modification of the existing Franchise Agreement. If you (or your affiliate) notifies us that you (or your affiliate) does not agree to (or rescinds) these modifications within the 5 business day period, the Franchise Agreement will be null and void and you will not have the right to develop a franchise under the Franchise Agreement.

6. 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. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

CALIFORNIA ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in California and is intended to comply with California statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Entire Agreement: Section 21.1 is amended to read as follows:

   This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

2. Receipt of Franchise Offering Materials: Section 24.2 is removed.

3. Review of Franchise Offering Materials: Section 24.3 is removed.

4. California Material Modification for California Stores Only: Section 25.1 is amended to read as follows:

   If Franchisee (or its affiliates) previously entered into one or more franchise agreements with Little Caesar and/or LC Trademarks, Inc., this Section 25 may include a material modification of those existing franchise agreements. If Franchisee notifies Little Caesar in writing within five business days after executing this Agreement that Franchisee (or its affiliate) rescinds this modification of the existing franchise agreement(s) for LITTLE CAESARS Restaurant(s) located in California, this Franchise Agreement will be null and void and Franchisee will not have the right to develop a franchise under this Franchise Agreement.

5. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

HAWAII ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Hawaii and is intended to comply with Hawaii statutes and regulations.

~~THE~~THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF ~~COMMERCE AND CONSUMER AFFAIRS~~REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF ~~COMMERCE AND CONSUMER AFFAIRS~~REGULATORY AGENCIES 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 ~~THE~~THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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.

The name and address of our agent in this state authorized to receive service of process is Commissioner of Securities, Department of Commerce and Consumer Affairs, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

HAWAII ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Hawaii and is intended to comply with Hawaii statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Entire Agreement: Section 21.1 is amended to read as follows:

   This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

2. Receipt of Franchise Offering Materials: Section 24.2 is removed.

3. Review of Franchise Offering Materials: Section 24.3 is removed.

4. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

ILLINOIS ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Illinois and is intended to comply with Illinois statutes and regulations.

1. Item 17. Section 41 of the Illinois Franchise Disclosure Act (the "Act") states that any condition, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of the Act or any other law of Illinois is void.

2. Item 17. Section 4 of the Act states that any provision in the Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

3. Item 17. Sections 19 and 20 of the Act affect the conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal.

4. Item 17. Section 200.608 of the Illinois Franchise Regulations requires that Illinois law govern Franchise Agreements entered into in Illinois.

5. 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.

ILLINOIS ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Renewal. Section 2.2 of the Franchise Agreement is amended by adding the following:

If anything in this Section concerning non-renewal is inconsistent with Section 20 of the Illinois Franchise Disclosure Act of 1987 (the "Act"), then the Act shall apply.

2. Termination. Section 13 of the Franchise Agreement is amended by adding the following:

If anything in this Section concerning termination is inconsistent with Section 19 of the Illinois Franchise Disclosure Act of 1987 (the "Act"), then the Act shall apply.

~~3.1. Choice of Law. Section 23.1 of the Franchise Agreement is deleted. The Illinois Franchise Regulations, Section 200.608, requires that Illinois law govern Franchise Agreements entered into in Illinois.~~

~~4.1. Venue. Section 23.2 of the Franchise Agreement is amended by adding the following:~~

~~Section 4 of the Act states that any provision in the Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.~~

~~5.1. Limitation of Claims. Section 23.6 of the Franchise Agreement is amended by adding the following:~~

~~Any claims arising under the Act shall be commenced within the period of limitation established in Section 27 of the Act.~~

~~6.~~3. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

4. Choice of Law. Section 23.1 of the Franchise Agreement is deleted. The Illinois Franchise Regulations, Section 200.608, requires that Illinois law govern Franchise Agreements entered into in Illinois.

5. Venue. Section 23.2 of the Franchise Agreement is amended by adding the following:

Section 4 of the Act states that any provision in the Franchise Agreement that designates jurisdiction or venue for litigation in a forum outside of Illinois is void with respect to any action which is otherwise enforceable in Illinois.

6. Limitation of Claims. Section 23.6 of the Franchise Agreement is amended by adding the following:

Any claims arising under the Act shall be commenced within the period of limitation established in Section 27 of the Act.

7. Receipt of Franchise Offering Materials: Section 24.2 is removed.

8. Review of Franchise Offering Materials: Section 24.3 is removed.

9. Section 41 of the Act states that any condition, stipulation, or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of the Act or any other law of Illinois is void. Section 41 will control over any inconsistent provisions in the Franchise Agreement.

10. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

ILLINOIS ADDENDUM TO
TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Illinois.

2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	DEVELOPER PARTY:
By_____	By_____
Its_____	Its_____

INDIANA ADDENDUM TO
FRANCHISE AGREEMENT

FRANCHISOR and FRANCHISEE have signed a Franchise Agreement for a franchise to be located in Indiana. This Addendum reflects provisions of Indiana law.

1. Pursuant to Section 23.2-2.7-1 of the Indiana Code, it is unlawful for any franchise agreement entered into between any franchisor and a franchisee who is either a resident of Indiana or a nonresident who will be operating a franchise in Indiana to contain any of the following provisions:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or service or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by this chapter or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subdivision does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subdivision.

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subdivision includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three (3) years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any:

(A) advertising campaign or contest;

(B) promotional campaign;

(C) promotional materials; or

(D) display decorations or materials;

at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

2. If the Agreement contains a provision that is inconsistent with the Indiana Code, the provisions of the Indiana Code will supersede the Agreement.

3. 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. Entire Agreement: Section 21.1 of the Agreement is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

5. Receipt of Franchise Offering Materials: Section 24.2 is removed.

6. Review of Franchise Offering Materials: Section 24.3 is removed.

7. This Addendum will have effect only if the Franchise Agreement and/or the relationship between FRANCHISOR and FRANCHISEE satisfy all of the jurisdictional requirements of the Indiana Code, without considering this Addendum. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its_____	Its_____

MARYLAND ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to Maryland statutes and regulations. Item numbers correspond to those in the main body of the disclosure document:

1. Item 5. The Maryland Attorney General requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement. In addition, the Maryland Attorney General requires us to defer payment of the Territory Reservation Fee owed to the franchisor under the Territory Reservation Agreement until the opening of the first franchised Restaurant developed under the Territory Reservation Agreement.

2. Item 17. The Franchise Agreement provides for termination if you are insolvent under any applicable state or federal law. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Section 101 et seq.).

3. Item 17. Any claims under the Maryland Franchise Registration and Disclosure law may be brought in the State of Maryland.

4. Item 17. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

5. Item 17 and 22. The Franchise Agreement requires the franchisee to sign a general release as a condition of renewal, sale, or assignment of the franchise. This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law. The form of release that you must sign in those situations will be substantially similar to the form in Exhibit N to the disclosure document.

6. Item 17 and 22. The franchisor requires an existing franchisee to sign a general release as a condition of being granted a new Franchise Agreement for an additional Restaurant. This release will not apply to any liability under the Maryland Franchise Registration and Disclosure Law in connection with granting the new Franchise Agreement. The form of release that you must sign in those situations will be substantially similar to the form in Exhibit N to the disclosure document.

7. 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.

MARYLAND ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Sections 2.2.7 and 12.2.3 of the Franchise Agreement are each amended to provide that any release required as a condition of renewal or assignment, respectively, will not apply to liability under the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law").

2. Fee Deferral. Notwithstanding Sections 3.1 and 5.4 of the Franchise Agreement, all initial fees and payments owed by Franchisee shall be deferred until Little Caesar completes its pre-opening obligations under the Franchise Agreement.

~~3.1. Choice of Law. Nothing in Section 23.1 of the Franchise Agreement shall preclude Franchisee from bringing an action under the Maryland Franchise Law.~~

~~4.1. Venue. Section 23.2 of the Franchise Agreement is amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law will be brought in Federal District Court in Maryland.~~

~~5.1. Limitation of Claims. Section 23.6 is amended to add the following:~~

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

~~6.~~3. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

4. Choice of Law. Nothing in Section 23.1 of the Franchise Agreement shall preclude Franchisee from bringing an action under the Maryland Franchise Law.

5. Venue. Section 23.2 of the Franchise Agreement is amended to provide that, under the Maryland Franchise Law, any litigation involving claims arising under the Maryland Franchise Law will be brought in Federal District Court in Maryland.

6. Limitation of Claims. Section 23.6 is amended to add the following:

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

7. Acknowledgments. Section 24.1 of the Franchise Agreement is amended to add the following:

The representations made herein are not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

8. Receipt of Franchise Offering Materials: Section 24.2 is removed.

9. Review of Franchise Offering Materials: Section 24.3 is removed.

10. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

11. 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

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

MARYLAND ADDENDUM TO
TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Maryland.

2. Fee Deferral. Notwithstanding Section 3 of the Agreement, the territory reservation fee will be deferred until the first franchise opens under the Agreement.

3. Venue and Time Limit on Claims. Section 8.12 of the Agreement is amended by adding the following sentence at the end of the Section:

> "Notwithstanding the foregoing, you may bring a legal action against Little Caesar under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland. Little Caesar acknowledges that any claims under the Maryland Franchise Law must be brought within 3 years after the grant of the franchise."

In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	DEVELOPER PARTY:
By_____	By_____
Its_____	Its_____

NOTICE REQUIRED
BY
STATE OF MICHIGAN

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

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

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

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

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

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

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

(j) 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.

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

Any questions regarding this notice should be directed to the Department of Attorney General, Consumer Protection Division (Attention: Franchise), P.O. Box 30213, Lansing, Michigan 48909, telephone (517) 373-7117.

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

MICHIGAN ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Michigan and is intended to comply with Michigan statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Entire Agreement: Section 21.1 is amended to read as follows:

   This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

2. Receipt of Franchise Offering Materials: Section 24.2 is removed.

3. Review of Franchise Offering Materials: Section 24.3 is removed.

4. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

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

MINNESOTA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Minnesota and is intended to comply with Minnesota statutes and regulations.

1. Item 17. Minnesota law provides franchisees with certain termination and non-renewal rights. Minnesota Statutes Section 80C.14, subds. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

2. Item 17. No condition, stipulations, or provisions in the Franchise Agreement can abrogate or reduce any rights you have under the Minnesota Franchises Law, including (if applicable) the right to submit matters to the jurisdiction of the courts of Minnesota and the right to any forum or remedies provided for by the laws of the jurisdiction. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J may prohibit us from requiring litigation to be conducted outside Minnesota, from requiring waiver of a jury trial, and from requiring you to pay liquidated damages.

3. Item 17 and 22. Any release required as a condition of renewal or transfer will not apply to any liability imposed by Minn. Stat. Sections 80C.01-80C.02.

4. Item 17 and 22. Any release required as a condition of being granted a new Franchise Agreement for an additional Restaurant will not apply to any liability imposed by Minn. Stat. Sections 80C.01-80C.02 in connection with granting the new Franchise Agreement.

5. 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.

MINNESOTA ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Sections 2.2.7 and 12.2.3 of the Franchise Agreement are each amended by adding the following:

The foregoing release does not apply to any claims that you may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

2. Renewal and Termination. Sections 2.2 and 13 of the Franchise Agreement are each amended to add the following:

Minnesota law provides franchisees with certain termination and nonrenewal rights. Minnesota Statutes Section 80C.14, subds. 3, 4 and 5 require, except in certain specified cases, that a Franchisee be given 90 days notice of termination (with 60 days to cure) and 180 days notice for nonrenewal of the Franchise Agreement.

3. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

4. Venue. Section 23.2 of the Franchise Agreement is amended to add the following:

Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit Little Caesar from requiring litigation to be conducted outside Minnesota.

5. Limitation of Claims. Section 23.6 is amended to add the following:

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

6. Acknowledgments and Representations. Section 24 is amended by adding the following:

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

~~4.~~7. Receipt of Franchise Offering Materials: Section 24.2 is removed.

~~5.~~8. Review of Franchise Offering Materials: Section 24.3 is removed.

~~6.1. Venue. Section 23.2 of the Franchise Agreement is amended to add the following:~~

~~Under Minnesota Statutes Section 80C.21, this section will not in any way abrogate or reduce any rights of the Franchisee as provided for in Minnesota Statutes, Chapter 80C, including the right to submit matters to the jurisdiction of the courts in Minnesota. Minnesota Statutes Section 80C.21 and Minnesota Rule 2860.4400J prohibit Little Caesar from requiring litigation to be conducted outside Minnesota.~~

~~7.1. Limitation of Claims. Section 23.6 is amended to add the following:~~

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

~~8.1. Acknowledgments and Representations. Section 24 is amended by adding the following:~~

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

9. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

MINNESOTA ADDENDUM TO
TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Minnesota.

2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	DEVELOPER PARTY:
By_____	By_____
Its_____	Its_____

NEW YORK ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of New York and is intended to comply with New York statutes and regulations.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT H OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE NEW YORK STATE DEPARTMENT OF LAW BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NY 10005.

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

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

Item 3. Item 3 of the disclosure document is amended to add the following:

Other than as described in Item 3, neither we, our predecessor, a person identified in Item 2, nor an affiliate offering franchises under the franchisor's principal trademark:

A. Has an administrative**,** criminal or material 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. There are no 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.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

C. 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.

Item 4. Item 4 of the disclosure document is amended to add the following:

Except as disclosed in Item 4 of the disclosure document, neither we, our affiliates, our predecessor, officers, nor our general partner during the 10-year period immediately before the date of the offering circular: (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 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 of 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.

Item 5. Item 5 of the disclosure document is amended to add the following:

The initial franchise fee may, in part, be profit to us, and is, in part used to pay our following expenses or costs: (1) employee salaries and benefits; (2) sales, administrative and operation expenses; (3) legal and accounting fees; (4) expenses of technical assistance, service and support; (5) protection of our trademarks; and (6) other operational expenses incurred by us or our affiliates relating to franchising.

Item 17. Item 17 of the disclosure document is amended to add the following:

All rights arising in your favor from the provisions of Article 33 of the Gen. Bus. Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this proviso that the non-waiver provisions of Gen. Bus. Law sections 687.4 and 687.5 be satisfied.

Item 17. Item 17(c) of the disclosure document is amended to add the following:

You must sign a general release if you renew the franchise. This provision may not be enforceable under New York law.

Item 17. Item 17(d) of the disclosure document is amended to add the following:

You may also terminate the Franchise Agreement on any grounds available by law.

Item 17. Item 17(j) of the disclosure document is amended to add the following:

No assignment will be made by us except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

Item 17. Item 17(m) of the disclosure document is amended to add the following:

You must sign a general release if you transfer the franchise. This provision may not be enforceable under New York 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.

NEW YORK ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Sections 2.2.7 and 12.2.3 of the Franchise Agreement are each amended by adding the following:

The foregoing release does not apply to any rights enjoyed by you and any causes of action arising in your favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied.

2. Transfer by Little Caesar. The following is added to Section 12.1:

Little Caesar will not assign its rights under this Agreement except to an assignee who in Little Caesar's good faith judgment is willing and able to assume Little Caesar's obligations under this Agreement.

3. Termination by Franchisee. The following is added to Section 13:

You may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

~~4.1. Choice of Law. The following is added to Section 23.1:~~

~~Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.~~

~~5.1. Acknowledgments and Representations. Section 24 is amended by adding the following:~~

~~Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.~~

~~6.~~4. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

5. Choice of Law. The following is added to Section 23.1:

Notwithstanding the foregoing, the New York General Business Law shall govern any claim arising under that law.

6. Acknowledgments and Representations. Section 24 is amended by adding the following:

Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

7. Receipt of Franchise Offering Materials: Section 24.2 is removed.

8. Review of Franchise Offering Materials: Section 24.3 is removed.

9. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

NEW YORK ADDENDUM TO
TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of New York.

2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	DEVELOPER PARTY:
By_____	By_____
Its_____	Its_____

NORTH DAKOTA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of North Dakota and is intended to comply with North Dakota statutes and regulations.

The North Dakota Securities Commissioner has held the following to be unfair, unjust, or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

A. Restrictive Covenants: Franchise disclosure documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

B. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

C. Restriction on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

D. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

E. Applicable Laws: Franchise agreements which specify that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

F. Waiver of Trial by Jury: Requiring North Dakota franchisees to consent to the waiver of a trial by jury.

G. Waiver of Exemplary and Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

H. General Release: Requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

I. Limitation of Claims: Requiring that North Dakota franchisees to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

J. Enforcement of Agreement: Requiring that North Dakota franchisees to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

Each provision of the Additional Disclosures shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of the Additional Disclosures. The Additional Disclosures shall have no force or effect if such jurisdictional requirements are not met.

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.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Releases. Sections 2.2.7 and 12.2.3 of the Franchise Agreement are each amended to provide that any release required as a condition of renewal or assignment, respectively, will not apply to liability under the North Dakota Franchise Investment Law.

2. ~~Payment of Little Caesar's~~ Enforcement Costs ~~in Securing Franchisee's Compliance.~~. Section ~~14~~13.7 of the Franchise Agreement is amended to read as follows:

~~Little Caesar reserves the right to seek damages, costs and expenses against Franchisee, including reasonable attorneys' fees, incurred by Little Caesar subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief in the enforcement of any provisions in this Section 14.~~

In connection with any failure by Franchisee to comply with this Agreement, regardless of whether a notice of default or notice of termination is issued or a legal proceeding is initiated to enforce this Agreement, Little Caesar may seek reimbursement from Franchisee for the costs and expenses incurred by Little Caesar as a result of such failure and Little Caesar's enforcement efforts. Such costs and expenses include, without limitation, travel expenses, costs of investigation and proof of facts, accountants', attorneys', attorneys' assistants and expert witness fees, court costs, administrative costs for dispute resolution services, mediator or arbitrator fees, and other dispute resolution expenses.

3. Covenant Not to Compete. Section 15.3 of the Franchise Agreement is amended to add the following:

The enforceability of a covenant not to compete upon termination or expiration of the Franchise Agreement is subject to Section 9-08-06, N.D.C.C.

4. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

~~4.~~5. Choice of Law. Section 23.1 of the Franchise Agreement is amended by adding the following:

If Franchisee purchased the franchise in the State of North Dakota, the relationship between Franchisor and Franchisee is governed by and will be construed in accordance with the laws of

the State of North Dakota. In the event of any conflict-of-law question, North Dakota conflict-of-law rules will apply.

~~5.~~6. Venue. Section 23.2 of the Franchise Agreement is amended by adding the following:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring Franchisee to consent to litigate disputes at a location outside the State of North Dakota is unenforceable.

~~6.~~7. Waiver of Trial by Jury; Waiver of Punitive Damages. Sections 23.5 and 23.7 of the Franchise Agreement are amended by adding the following:

Pursuant to the North Dakota Franchise Investment Law, any provision requiring Franchisee to consent to a waiver of the right to a trial by jury or of exemplary or punitive damages is unenforceable.

~~7.~~8. Limitation of Claims. Section 23.6 is amended to add the following:

Notwithstanding the foregoing, the statute of limitations under North Dakota Law will apply to any claim that arises under the North Dakota Franchise Investment Law.

~~8.~~9. Costs and Legal Fees. Section 23.9 of the Franchise Agreement is amended to read as follows:

~~In connection with any failure by Franchisee to comply with this Agreement, regardless of whether there is any legal proceeding to enforce the terms of this Agreement, Little Caesar may seek reimbursement from Franchisee for the costs and expenses incurred by Little Caesar as a result of such failure and for our enforcement of the terms of this Agreement, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses.~~ If Franchisee initiates a legal proceeding against Little Caesar, and if Franchisee does not prevail in obtaining the relief Franchisee was seeking in such legal proceedings, Little Caesar may seek reimbursement from Franchisee for the costs and expenses incurred by Little Caesar as a result of such legal proceedings, including, without limitation, accountants', attorneys', attorneys' assistants and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel expenses, whether incurred prior to, in preparation for, in contemplation of, or in connection with such legal proceedings. This Section 23.9 shall survive termination of this Agreement.

~~9.1. Entire Agreement: Section 21.1 is amended to read as follows:~~

~~This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.~~

10. Receipt of Franchise Offering Materials: Section 24.2 is removed.

11. Review of Franchise Offering Materials: Section 24.3 is removed.

12. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

NORTH DAKOTA ADDENDUM TO
TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of North Dakota.

2. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	DEVELOPER PARTY:
By_____	By_____
Its_____	Its_____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

~~1. Choice of Law and Venue. Sections 23.1 and 23.2 of the Franchise Agreement are each amended to add the following:~~

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

~~2.~~1. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

2. Choice of Law and Venue. Sections 23.1 and 23.2 of the Franchise Agreement are each amended to add the following:

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

3. Receipt of Franchise Offering Materials: Section 24.2 is removed.

4. Review of Franchise Offering Materials: Section 24.3 is removed.

5. 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. This Addendum will have effect only if the Franchise Agreement and/or the relationship between you and Franchisor satisfy all of the jurisdictional requirements of the Rhode Island Franchise Investment Act, without considering this Addendum. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC. FRANCHISEE:

By_____ By_____

Its _____ Its_____

RHODE ISLAND ADDENDUM TO
TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Rhode Island.

2. Governing Law. Section 23.1 is amended by adding the following:

Notwithstanding the foregoing, Rhode Island law governs any claim arising under the Rhode Island Franchise Investment Act.

3. Jurisdiction and Venue. Section 23.2 is amended by adding the following:

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

4. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC. DEVELOPER PARTY:

By_____ By_____

Its_____ Its_____

VIRGINIA ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the Commonwealth of Virginia and is intended to comply with Virginia statutes and regulations.

1. Item 1. Any securities offered or sold to a Virginia resident as a part of the investment program ("Colleague Franchise Program") must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

2. Item 5. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Initial Franchise Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement. In addition, the Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Territory Reservation Fee owed by franchisees to the franchisor under the Territory Reservation Agreement in accordance with this paragraph. Only after the franchisor has completed its pre-opening obligations under the Franchise Agreement for a particular Restaurant being developed under the Territory Reservation Agreement may the franchisor collect from the franchisee a pro-rata, per Restaurant share of the Territory Reservation Fee. If the franchisor terminates the Territory Reservation Agreement pursuant to its terms before the franchisee has developed all of the Restaurants it has the right to develop under the Development Schedule attached to the Territory Reservation Agreement, however, the franchisee must immediately pay to the franchisor the remaining balance of the Territory Reservation Fee.

3. Item 17.e. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following statements are added to Item 17.e.

> 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.
>
> Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to him under the franchise, that provision may not be enforceable.

4. Item 17.h. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the following statements are added to Item 17.h.

> 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.

5. 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.

VIRGINIA ADDENDUM TO
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Virginia and is intended to comply with Virginia statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Franchise Fee. Section 3.1 of the Franchise Agreement is amended to add the following sentence:

> "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the Franchise Agreement."

2. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

3. Receipt of Franchise Offering Materials: Section 24.2 is removed.

4. Review of Franchise Offering Materials: Section 24.3 is removed.

5. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

VIRGINIA ADDENDUM TO
TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in Virginia and is intended to comply with Virginia statutes and regulations. In consideration of the execution of the Territory Reservation Agreement, you and Little Caesar Enterprises, Inc. agree to amend the Territory Reservation Agreement as follows:

1. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the Commonwealth of Virginia.

2. Territory Reservation Fee. Section 3 of the Territory Reservation Agreement is amended to add the following sentence:

> "The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the Territory Reservation Fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations for the first Restaurant under the Territory Reservation Agreement."

3. Construction. In all other respects, the Territory Reservation Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	DEVELOPER PARTY:
By_____	By_____
Its _____	Its_____

WASHINGTON ADDENDUM TO
FRANCHISE DISCLOSURE DOCUMENT

This Addendum relates to franchises sold in the State of Washington and is intended to comply with Washington statutes and regulations.

The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with us, 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 us, including the areas of termination and renewal of your franchise.

In the event of a conflict of laws between the Washington Franchise Investment Protection Act and the law chosen in the Franchise Agreement, 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 will 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 Franchise Agreement is in effect and where the parties are represented by independent counsel. Provisions such as those that unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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.

Item 3, Additional Disclosure:

In Re: Franchise No Poaching Provisions, State of Washington, King County Superior Court, No. 18-2-20768-1SEA (August 20, 2018).

On August 20, 2018, we entered into an Assurance of Discontinuance (AOD) with the Attorney General of the State of Washington to resolve an investigation into a provision in Little Caesar's franchise agreements. The contract provision restricted franchisees from hiring individuals who had been employed at the managerial level within the past six months by Little Caesar and, in some

cases, by other franchisees of Little Caesar. The Attorney General alleged that the contract provision violated the Washington Consumer Protection Act. Little Caesar expressly denied that the contract provision violated that law or any other law. Little Caesar also expressly denied that the clause harmed competition or the wages earned by its own or its franchisees' employees. The AOD was a voluntary agreement to resolve the investigation. It does not constitute an admission of law, fact, liability, misconduct, or wrongdoing on the part of Little Caesar. The contract provision at issue was a standard provision in the franchise agreements of many companies, and the Washington Attorney General has entered into similar AODs with over 200 franchisors.

In the voluntary agreement, Little Caesar agreed not to enforce the contract provision in existing franchise agreements and not to include it in future franchise agreements. Little Caesar also offered Washington franchisees an amendment to remove the clause from their franchise agreements. The Attorney General agreed not to file suit or take any further investigative or enforcement action or seek any monetary relief against Little Caesar or against any Washington franchisees who signed the amendment.

WASHINGTON ADDENDUM TO
FRANCHISE AGREEMENT AND RELATED AGREEMENTS

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Franchise Agreement, Little Caesar Enterprises, Inc. and Franchisee agree to amend the Franchise Agreement as follows:

1. Washington Modifications.

A. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with Little Caesar Enterprises, Inc., including in the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Franchise Agreement in your relationship with Little Caesar Enterprises, Inc., including in the areas of termination and renewal of your franchise.

C. 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.

D. A release or waiver of rights executed by a franchisee will 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 trial by jury, may not be enforceable.

E. Transfer fees are collectible to the extent that they reflect Little Caesar Enterprises, Inc.'s reasonable estimated or actual costs in effecting a transfer.

F. 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.

G. 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.

H. Section 19.1 is amended to read as follows: "Little Caesar makes no warranties or guarantees, and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor."

I. Entire Agreement: Section 21.1 is amended to read as follows:

This Agreement, any exhibits and attachments hereto, and any ancillary agreement between Franchisee and Little Caesar or any affiliate of Little Caesar, executed contemporaneously with this Agreement, fully express the understanding between the parties and constitute the entire and complete agreement between Little Caesar and/or its affiliates and Franchisee concerning the subject matter thereof, and supersede any and all prior agreements. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations Little Caesar made in the Franchise Disclosure Document furnished to Franchisee in connection with this Agreement (the "FDD"). Except for those permitted hereunder to be made unilaterally by Little Caesar and except as provided in Section 21.2, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The parties specifically incorporate by reference the Franchisee Ownership Information Form in Exhibit B, which Franchisee represents is accurate and complete.

J. Receipt of Franchise Offering Materials: Section 24.2 is removed.

K. Review of Franchise Offering Materials: Section 24.3 is removed.

2. Construction. In all other respects, the Franchise Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	FRANCHISEE:
By_____	By_____
Its _____	Its_____

WASHINGTON ADDENDUM TO
TERRITORY RESERVATION AGREEMENT

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Territory Reservation Agreement (the "Agreement"), you and Little Caesar Enterprises, Inc. agree to amend the Agreement as follows:

1. Washington Modifications.

A. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

B. 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.

C. 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.

D. 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.

E. Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

F. 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.

G. 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.

2. The provisions of the Franchise Agreement that are incorporated into the Agreement will be the provisions as modified by the Addendum to the Little Caesars® Franchise Agreement required by the State of Washington.

3. Construction. In all other respects, the Agreement will be construed and enforced in accordance with its terms.

LITTLE CAESAR ENTERPRISES, INC.	DEVELOPER PARTY:
By_____	By_____
Its_____	Its_____

EXHIBIT J

FINANCIAL STATEMENTS

LC Trademarks, Inc.

(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)

Financial Statements as of and
for the Years Ended December 31, 2023,
2022, and 2021, and
Independent Auditor's Report

Deloitte & Touche LLP
1001 Woodward Ave
Suite 700
Detroit, MI 48226-1904
USA

Tel: +1 313 396 3000
Fax: +1 313 396 3618
www.deloitte.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
LC Trademarks, Inc.
Detroit, Michigan

Opinion

We have audited the financial statements of LC Trademarks, Inc. (the “Company") (a wholly owned subsidiary of Little Caesar Enterprises, Inc.), which comprise the balance sheets as of December 31, 2023, 2022 and 2021 and the related statements of operations and cash flows for the years then ended, and the related notes to the financial statements (collectively referred to as the "financial statements").

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor’s Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute

assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Deloitte & Touche LLP

March 29, 2024

LC TRADEMARKS, INC.
(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)

BALANCE SHEETS
AS OF DECEMBER 31, 2023, 2022 AND 2021

	2023	2022	2021
ASSETS			
DUE FROM PARENT	$ 5,010,900	$ 5,010,900	$ 5,010,900
TOTAL	$ 5,010,900	$ 5,010,900	$ 5,010,900
LIABILITIES AND SHAREHOLDER'S EQUITY			
CONTINGENCIES (Note 1)			
SHAREHOLDER'S EQUITY—Contributed capital	$ 5,010,900	$ 5,010,900	$ 5,010,900
TOTAL	$ 5,010,900	$ 5,010,900	$ 5,010,900

See notes to financial statements.

LC TRADEMARKS, INC.
(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)

STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

No activity.

See notes to financial statements.

LC TRADEMARKS, INC.
(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023, 2022 AND 2021

No activity.

See notes to financial statements.

LC TRADEMARKS, INC.
(A Wholly Owned Subsidiary of Little Caesar Enterprises, Inc.)

NOTE TO FINANCIAL STATEMENTS
AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

1. BACKGROUND

LC Trademarks, Inc. (the "Company"), was established on March 29, 2000, and is a wholly owned subsidiary of Little Caesar Enterprises, Inc. (LCE). The Company was established pursuant to an assignment agreement between the Company and LCE, whereby LCE assigned all rights, title, and interest in certain LCE trademarks to the Company. Concurrent with the assignment of the trademarks, the Company and LCE entered into a license agreement, which allows LCE to use the trademarks in its operations. These agreements were superseded by a property-sharing agreement whereby the Company acquired ownership of the trademarks in exchange for 500 shares of its common stock. The parties also entered into a support services agreement whereby LCE agrees to provide resources and perform support as the Company requests to service the Company's licenses and franchises. According to the support services agreement, compensation for services is to be negotiated annually. The parties have agreed that no compensation is due from the Company to LCE at this time. In connection with these transactions, the Company has guaranteed the obligations and performance of LCE under the franchise agreements of LCE.

Due from Parent—In December 2000, as part of a demand financing agreement, LCE was obligated to pay to the Company $750,000, which is cash on demand. On August 5, 2019, this amount was increased by $4,260,900 pursuant to the land transfer transaction described below, which represents a non-cash investing activity during the year ended December 31, 2019.

Land—On July 31, 2000, LCE transferred land to the Company at the value of $4,260,900. The transfer was recorded by the Company at net book value in accordance with accounting principles generally accepted in the United States of America because LCE and the Company are related parties. On August 5, 2019, the land was transferred back to LCE in the amount of $4,260,900.

Income Taxes—The Company has claimed a special tax status under Subchapter S of the Internal Revenue Code for purposes of federal income taxes.

Common Stock—As of July 31, 2000, 50,000 shares of stock with no par value or stated value have been authorized. There are 500 shares issued and outstanding as of December 31, 2023.

Financial Statement Presentation—The Company has had no operations or cash flows for the years ended December 31, 2023, 2022, and 2021.

Contingencies—The Company is subject to various other legal proceedings and claims. The Company believes it has valid defenses against all such proceedings and claims and has instructed its legal counsel to contest these matters vigorously. In the opinion of management, the amount of ultimate liability, if any, with respect to these actions, will not materially affect the financial position of the Company.

Subsequent Events—No events have occurred after December 31, 2023, but before March 29, 2024, the date the financial statements were available to be issued, that require consideration as adjustments to or disclosures in the financial statements.

* * * * * *

EXHIBIT K

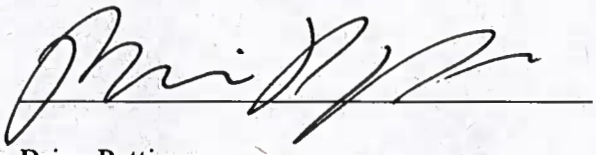
GUARANTEE OF PERFORMANCE

GUARANTEE OF PERFORMANCE

For value received, LC Trademarks, Inc. a Michigan corporation (the "**Guarantor**"), located at 2211 Woodward Avenue, Detroit, Michigan 48201, absolutely and unconditionally guarantees to assume the duties and obligations of Little Caesar Enterprises, Inc., located at Fox Office Centre, 2125 Woodward Avenue, Detroit, Michigan 48201-3400 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its Franchise Disclosure Document issued March 29, 2024, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, which ever occurs first. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor executes this guarantee at Detroit, Michigan on the 29th day of March, 2024.

Guarantor: LC Trademarks, Inc.

By: 

Name: Brian Pattison

Title: National Vice President, Franchise Services

EXHIBIT L

TRAINING PARTICIPANT AGREEMENT

TRAINING PARTICIPANT AGREEMENT

The undersigned individual ("**Participant**") may attend a training program at the training facilities of Little Caesar Enterprises, Inc. (together with its subsidiaries, affiliates and related entities, collectively referred to as the "**Franchisor**"), and agrees to the following:

1. Confidential Information: Participant acknowledges that s/he may be the recipient of information about or relating to Franchisor of a confidential and proprietary nature, including, without limitation: operating methods; product and product development information; past, present and future projects and proposals; customer, prospective customer, vendor and prospective vendor information and relationships; marketing techniques; current or future requirements; research processes; purchasing and distribution procedures; financial and economic information, accounting and sales information; business plans and other matters concerning Franchisor (hereafter, "**Confidential Information**"). In order to protect the trade secrets, proprietary and Confidential Information, reputation and goodwill of Franchisor, Participant hereby agrees that s/he shall at all times treat all training programs, classes, seminars, meetings, manuals, materials, and any materials created for or approved for use in the operation of Franchisor's businesses, and the information contained therein and any other Confidential Information received by Participant from or about Franchisor, as confidential, and shall use all reasonable efforts to maintain such material and information as secret and confidential. Participant also agrees that s/he shall not at any time, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce any materials or manuals supplied by Franchisor, in whole or in part, nor otherwise make the same available to any unauthorized person or disclose any such information to any unauthorized person. Participant acknowledges that some of the Confidential Information consists of trade secrets. All manuals and materials at all times shall remain the sole property of Franchisor.

2. Non-Compete: Participant acknowledges that Franchisor engages in business throughout the United States, Canada, and various other countries and that the Confidential Information is not generally known to others and some of which are trade secrets. Participant agrees that Franchisor is entitled to be protected from the possibility that Participant may seek to become associated with a business that competes with Franchisor and that such competition would be unfair because of Participant's extensive knowledge of the Confidential Information.

Participant agrees that Participant shall not, during the time frame and in the geographic areas described below, without Franchisor's prior written consent, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, or legal entity, own, maintain, advise, operate, engage in, be employed by, make loans to, or have any interest in or relationship or association with a business which is a quick or fast service restaurant engaged in the sale of pizza, ~~pasta, sandwiches,~~ chicken wings, and/or related products. The prohibitions set forth in this Section 2 shall apply: (i) until one year from termination of any franchise relationships with Franchisor (whether voluntary or involuntary and for any reason whatsoever), termination of any business relationships with Franchisor or termination of Participant's affiliation with the Little Caesars® franchise system with respect to the Designated Market Area, as defined by Nielsen, of any Little Caesars® restaurant, regardless of concept, and regardless of whether the restaurant is owned by a franchisee of Little Caesar or by Little Caesar or an affiliate; and (ii) for a two year period from termination of any franchise relationships with Franchisor (whether voluntary or involuntary and for any reason whatsoever), termination of any business relationships with Franchisor or termination of Participant's affiliation with the Little Caesars® franchise system with respect to the Designated Market Area in which Participant's Little Caesars® restaurant was or is to be located.

3. Legal Process: If Participant becomes legally compelled to disclose any of the Confidential Information, Participant shall provide Franchisor with prompt notice of such request so that Franchisor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained or that Franchisor waives compliance with the provisions of this Agreement, Participant

will furnish only that portion of the Confidential Information that Participant is legally obligated to disclose.

4. Irreparable Injury from Disclosure of Confidential Information: Participant agrees that this Agreement is intended to protect and preserve Franchisor's legitimate business interest of preserving its Confidential Information. Because of the uniqueness of the Confidential Information, Participant acknowledges and agrees that any breach of any of the terms of this Agreement will result in immediate and irreparable injury to Franchisor and therefore Participant authorizes Franchisor to seek injunctive relief, without the requirement of posting a bond or other security, in order to prohibit Participant from (or to cause Participant to cease) breaching any of the terms hereof, as well as to seek all other legal or equitable remedies to which Franchisor may be entitled. Participant shall be required to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining the above relief or such other relief as Franchisor seeks. Additionally, a breach by Participant of this Agreement constitutes a breach and default of any franchise agreement(s) between Participant and Franchisor and upon such a breach Franchisor may immediately terminate any such franchise agreement(s) with Franchisor without affording Participant any opportunity to cure. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, and all remedies now or hereafter existing at law or in equity shall be available to Franchisor. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies. No waiver by Franchisor of any breach of this Agreement shall constitute a waiver of the terms and conditions of this Agreement with respect to any subsequent breach hereof.

5. Return of Confidential Information: In the event Participant's relationship with Franchisor is terminated, Participant's affiliation with the Little Caesars® franchise system is terminated or upon the expiration of any franchise agreement between Participant and Franchisor, all Confidential Information and materials (in their entirety) shall immediately be returned to Franchisor's office in Detroit, Michigan.

6. Employment and Compensation: Participant acknowledges that he/she (i) is not an employee of Franchisor, and (ii) has not and does not expect to receive compensation for executing this Agreement or completing Franchisor's training requirements.

7. Waiver and Release: Participant, for and in consideration of attending training and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby waive, release, remise and forever discharge Franchisor, its predecessors, successors and assigns, subsidiaries and affiliated corporations, officers, directors, agents, employees and representatives, past and present, of any and all of such corporations, of and from any and all claims, demands, causes of action, suits, debts, dues, duties, sums of money, accounts, reckonings, covenants, contracts, agreements, promises, damages, judgments, extents, executions, liabilities and obligations, both contingent and fixed, known and unknown, of every kind and nature whatsoever in law or equity, or otherwise, under local, state, or federal law, against any of them which the Participant or Participant's predecessors in interest ever had, now have, or which Participant and his or her heirs, executors, administrators, successors, or assigns hereafter can, shall, or may have, for, upon, or by reason of, any matter, cause or thing whatsoever, from the beginning of the world through the date that the Participant's training program is completed.

Without limiting the generality of the foregoing, but by way of example only, this Waiver and Release shall apply to all matters related to the Participant's attendance at the Franchisor training program(s). The Participant acknowledges that s/he has been advised by Franchisor that daily training activities may be demanding and require good physical health; that the nature of the training may impose special hazards to pregnant women; and that in the ordinary course of training the Participant may be exposed to strenuous physical activity, including without limitation, heavy lifting, rotating schedules, overtime hours, exposure to and inhalation of chemicals, and walking on wet or slippery floors. The Participant acknowledges that s/he has been informed that the strenuous and physically demanding nature of some portions of the training impose a risk of extreme and

excessive physical demands on trainees who are not in good physical health and/or condition or who are pregnant including without limitation, persons with a history of back problems, leg problems, heart or other circulatory conditions or pulmonary (lung) problems. Due to the arduous and physically demanding nature of the training, the Participant has been advised to consult with his/her physicians before engaging in the training program. The Participant acknowledges that s/he has disclosed to Franchisor's Training Staff any medical condition or physical limitation of a permanent or temporary nature that may affect participation in the training program, and, if temporary, has been offered the option of attending training on alternative dates. The Participant acknowledges the possibility that the Participant may not fully know the number or magnitude of all the released claims, but nevertheless intends to **assume the risk** of attending and/or participating in the training program and is releasing those unknown claims. The Participant acknowledges that the Participant's attendance at Franchisor's training program is contingent upon the Participant's execution of this Agreement.

The Waiver and Release in this Paragraph 7 shall not apply to any obligation or liability of Franchisor or to any rights or remedies of Participant which cannot be waived or released under the terms of any federal or state franchise statute or franchise regulation applicable to the relationship between Participant and Franchisor.

8. Completion of Training: The Participant further agrees that if s/he does not successfully complete Franchisor's training requirements, including initial business training, the Participant will not be granted a franchise regardless of whether the Participant was previously approved to be a Participant and that this Agreement shall continue in force notwithstanding such denial of a franchise.

9. Indemnification: The Participant further agrees for himself or herself and for his or her successors and assigns, to indemnify, defend and hold harmless forever, Franchisor, its predecessors, successors, and assigns, subsidiary and affiliated corporations, officers, directors, agents, representatives, and other training program participants, past and present, against any and all claims or actions that hereafter may be brought or instituted against any and all of them, or their successors and assigns, by or on behalf of anyone claiming under rights derived from the Participant or any designee or Participant who may attend the training program, based on or arising out of or incidental to any matters released under Paragraph 7 of this Agreement.

With respect to the Waiver and Release in Paragraph 7, the Participant knowingly waives all rights and protection, if any, under Section 1542 of the Civil Code of the State of California, or any similar law of any state, territory or country. Section 1542 provides as follows:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

10. Miscellaneous: The terms of this Agreement shall be governed by and interpreted under Michigan law, without reference to Michigan conflicts of laws provisions. Any action relating to this Agreement shall be brought exclusively in the federal district court covering the location at which Franchisor has its principal place of business at the time the action is commenced; provided, however, that if the federal court would not have subject matter jurisdiction had the action been commenced in such court, then, in such event, the action shall be brought in the state court within the judicial district in which Franchisor has its principal place of business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Notwithstanding the foregoing, nothing in this Paragraph shall be construed to deprive Participant of any rights or remedies to which Participant may be entitled under any federal or state franchise statute or franchise regulation applicable to the relationship between Participant and Franchisor. This Participant Agreement is in addition to and does not

supersede or replace any other Agreements between Participant and Franchisor, including, but not limited to, any franchise agreement(s).

PARTICIPANT:

Date: _____

_____
[Signature]

Print Name:_____

Address:_____

_____

Store # or Potential Store #:_____

EXHIBIT M

CAESAR VISION USER TERMS FOR FRANCHISEES

Caesar Vision Terms of Use for Franchisees

THESE CAESAR VISION TERMS OF USE FOR FRANCHISEES, TOGETHER WITH ANY ADDITIONAL TERMS, EXHIBITS, ADDENDA, OR POLICIES LINKED HEREIN OR ATTACHED HERETO (COLLECTIVELY, THE "AGREEMENT") ARE A BINDING LEGAL CONTRACT BETWEEN YOU AND LITTLE CAESAR ENTERPRISES, INC. ("LCE").

YOU SHOULD CAREFULLY READ THIS AGREEMENT BEFORE USING THE CAESAR VISION SYSTEM (THE "SYSTEM"). BY USING OR ACCESSING THE SYSTEM, YOU AGREE TO BE BOUND BY THIS AGREEMENT AND ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTOOD OUR PRIVACY PRACTICES SET FORTH IN OUR **CAESAR VISION PRIVACY POLICY** (ADDENDUM D). IF YOU ARE NOT WILLING TO ACCEPT THE TERMS OF THIS AGREEMENT, YOU SHOULD NOT AGREE TO THIS AGREEMENT, AND YOU MAY NOT USE THE SYSTEM.

YOU ARE RESPONSIBLE FOR ENSURING, AND YOU REPRESENT AND WARRANT, THAT EACH AUTHORIZED USER HAS BEEN PROVIDED COPIES OF AND AGREED TO THE END USER LICENSE AGREEMENT AND PRIVACY POLICY PRIOR TO ACCESSING AND USING THE SYSTEM.

By entering into this Agreement, you represent and warrant that you are an authorized representative of a Little Caesars® franchisee and that you have the authority to bind such franchisee organization to this Agreement, in which case the terms "you" and "your" as used herein refer to such franchisee organization.

If you previously entered into a license or other agreement that governs your use of and access to the System, including, without limitation, a Caesar Vision Store License Agreement with Custom Register Solutions, L.C., with respect to any Restaurant(s) (defined below), this Agreement supersedes and replaces any such prior agreement.

LCE maintains and manages an intranet system accessible only to certain authorized personnel and franchisees of LCE (the "Gateway") through which you can access the System and find certain information about the System, including any associated documentation describing the features and functionality of the System ("Documentation"). Your use of the Gateway is subject to the **Gateway Terms of Service** (available in the "My Profile" section of your Gateway account).

In some instances, additional or different terms, posted on the System, apply to your use of certain parts of the System (individually and collectively "Additional Terms"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

LCE can modify this Agreement and any Additional Terms by electronic or written notice to you at any time. Your continued use of the System after having been provided with notice of the changed term(s) constitutes your acceptance of the changed term(s).

1. Definitions.

(a) "Applicable Laws" shall mean all relevant federal, state and local laws, statutes, rules, industry standards, and regulations that are applicable to the parties' performance of their respective obligations or to the relationship between the parties.

(b) "Authorized User" means your employees, agents and contractors who are authorized by you to access the System at the Restaurant(s) for which you are a franchisee.

(c) "End User License Agreement" or "EULA" means the Caesar Vision end user license agreement that governs users' access to the System.

(d) "Franchisee Data" means all data, information, content, and any other materials that you or your Authorized User inputs, uploads, transmits, submits, or otherwise provides to or through the System, including Franchisee Human Resources Data.

(e) "Franchisee Human Resources Data" means information regarding your job applicants, employees, officers, directors, owners, or contractors stored on, or that you or your Authorized User inputs, uploads, transmits, submits, or otherwise provides to or through, the System.

(f) "Franchisee Systems" means your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services.

(g) "System Data" means all data, information, content, and any other materials (i) stored on, transmitted to or through, or processed by, or (ii) that you, your Authorized User, or a third party inputs, uploads, transmits, submits, or otherwise provides to or through, the System, all formulations and derivations thereof, and all Intellectual Property Rights in and to the foregoing. System Data shall exclude any data, information, content, or materials inputted, uploaded, transmitted, or otherwise provided by you, your Authorized User, or a third party to a third-party software vendor with which you have an independent contractual relationship (Third-Party Terms (defined below) do not constitute such independent contractual relationship). System Data shall include Franchisee Data but shall exclude any Franchisee Human Resources Data.

(h) "Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

2. License; System Features and Use Requirements; Third-Party Software

(a) License to the System. Subject to and conditioned on your compliance with the terms and conditions of the Agreement and your Authorized Users' compliance with the End User License Agreement, LCE grants you a limited (during the Term (defined below)), revocable, non-exclusive, non-transferable, and non-sublicenseable license to access and use the System, Documentation, and System Data for your and your Authorized Users' internal use only, solely in connection with operation of the LCE restaurants for which you are an authorized franchisee ("Restaurant(s)").

(b) Digital Ordering System. If you operate Restaurants in the United States, subject to and conditioned on your and your Authorized Users' compliance with the terms and conditions of this Agreement and the **Digital Ordering System Addendum** (Addendum A), the limited rights granted to you in Section 2(a) to access and use the System, Documentation and System Data, along with all of the obligations and restrictions with respect thereto, shall apply to your access and use of the Digital Ordering System (as defined in the Digital Ordering System Addendum). For avoidance of doubt, the Digital Ordering System shall be considered a part of the System. Your additional rights and obligations with respect to your access to and use of the Digital Ordering System, including your obligation to pay Transaction Fees (defined below), are set forth in the Digital Ordering System Addendum attached to this Agreement.

(c) System Use Requirements.

i. You acknowledge and agree that in order to obtain access to the System at your Restaurant(s), you must meet current the current standard of hardware, software and network connectivity as determined by LCE ("System Use Requirements"). The System Use Requirements are posted at the Gateway and may be modified from time to time by LCE and will be applicable immediately upon posting. You are responsible for checking the Gateway periodically for any such updates.

ii. You must purchase and maintain, at your own cost, the hardware, software and network connectivity set forth in the System Use Requirements. Hardware and software may only be purchased from suppliers and distributors pre-approved by LCE in writing. For avoidance of doubt, you are solely responsible for all fees and costs associated with accessing, using and maintaining the System, including without limitation any data usage and overage fees, and for your compliance with the System Use Requirements.

(d) System Features; Availability of System. The scope of the functionalities of the System may change over time and may depend on the product bundle (e.g., hardware and software components that interoperate with the System) that you purchase (including from third parties). LCE reserves the right to discontinue or change the availability of any feature, function or content of or relating to the System, in whole or in part, at any time without notice or liability to you.

(e) Third-Party Software. Certain materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components that are not owned by LCE ("Third-Party Materials") but are rather provided by a third-party licensor ("Third-Party Licensor") may be used with or necessary for the operation of the System. By using or accessing the Third-Party Materials, you irrevocably and unconditionally agree to the Third-Party Terms (defined below). In some instances, you may be required to accept the terms of use or similar agreement with the Third-Party Licensor ("Third-Party Terms") for the Third-Party Materials, including on the Gateway, or paying additional fees, before being authorized to use the Third-Party Materials. The Third-Party Terms are solely between you and the Third-Party Licensor. LCE may, at its sole discretion, modify what Third-Party Materials are used with or is necessary for operation of the System, including by removing the Third-Party Materials or blocking your access to the same without notice to you, in which case you shall discontinue use of the affected Third-Party Materials.

3. **Restrictions**. You shall not access or use the System, Documentation, or System Data except as permitted in this Agreement. Without limiting the generality of the foregoing, you shall not, and you shall not permit any Authorized Users to: (a) copy, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the System, Documentation, or System Data; (b) sell, sublicense, rent, lease, grant a security interest in, or otherwise transfer rights to the System, Documentation, or System Data; (c) bypass or breach any security device or protection used by the System, Documentation, or System Data or access or use the System, Documentation, or System Data other than by an Authorized User through the use of their valid access credentials; (d) input, upload, transmit, or otherwise provide to or through the System any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code, virus, malware, or similar software or technology; (e) remove or alter any trademark, logo, copyright or other intellectual property proprietary notices, legends, symbols or labels in the System, Documentation, or System Data; (f) access or use the System, Documentation, or System Data in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any person, or that violates any applicable law; (g) install any software onto the System or use any unapproved software without LCE's prior written consent; (h) access or use the Service, Documentation, or System Data for purposes of competitive analysis of the business of LCE or any of its affiliated or related companies, the development, provision, or use of a competing business or software service or product, or any other purpose that is to LCE's or its affiliated or related companies' detriment or commercial disadvantage; or (i) access or use the System (or any component of the System) in any location other than the Restaurant(s) approved in writing by LCE or use the System on or connect it to any equipment or hardware other than the equipment or hardware approved in writing by LCE. You will be solely responsible for any costs or other liabilities arising out of your failure to comply with the terms of this Agreement or your Authorized Users failure to comply the EULA or your or your Authorized Users' use of the System.

4. **Support Services; Version Updates**.

(a) Subject-Matter Expert.

i. To receive support services and software releases for the System, you must have on staff at all times an individual who is a trained Caesar Vision subject-matter expert ("SME") who understands the System and System components. Your SME(s) must keep up to date on the System by regularly attending webinars and other required training sessions. You must have on staff the minimum number of SME(s) as designated by LCE on the Gateway. LCE reserves the right to approve or disapprove any individual appointed by you to act in the capacity of a SME. If LCE determines that a SME is unable to properly carry out the requisite support functions or is deemed by LCE to be unqualified for any other reason, you will be required to arrange for an alternative individual to be trained as a SME, solely at your cost and expense.

ii. You must first contact your own SME for initial support services. If necessary, your SME may seek additional support from LCE or a service company designated by LCE, including assistance in troubleshooting or fixing any errors or failures of the System to function substantially in accordance with its specifications. All

additional support requests must be submitted in the manner designated by LCE. LCE will not be liable for any additional support requests that are not properly submitted. If you request onsite support at your Restaurant, LCE will schedule a technician visit, subject to availability, and you will pay LCE's then-current rate for such onsite support.

(b) Scope of Support Services. The support services provided by LCE are limited to functional software support. LCE reserves the right to decline to provide support to you, to your SME(s), and to any of your representatives in its reasonable discretion, including for abusive behavior, excessive use of the support services, or non-cooperation. For any technical issues relating to installation, you must contact the installer that performed the System set-up. For any hardware failure or Third-Party Software failure, you must rely on the manufacturer or supplier of such hardware or Third-Party Software and its warranty, if any.

(c) Version Updates. As part of the support services, LCE may, but is not obligated to, provide you with new versions, enhancements, or updates to the System ("Improvements"). LCE requires all franchisees to be on the same version of the System software. To the extent LCE requires you to download and install any Improvements, you must accept and take all necessary steps to download and install or otherwise implement any such Improvements, including any new version of the System software, within no more than ten (10) business days of LCE's written notice to you regarding such Improvements. Notwithstanding the foregoing, LCE reserves the right to require you to download and install or otherwise implement Improvements, patches, bug fixes, and other updates to the System software within a shorter time period to the extent such updates are reasonably necessary to protect the security, safety, or integrity of the System or any other systems or software of LCE or a third party. LCE may suspend your access to the System and/or support services at any time if you are not running the most current, LCE-approved version of the System software, including Improvements, by the timing deadline imposed on you pursuant to this Section 4(c), and LCE shall not be liable for any damages, losses, fines, penalties, costs, or expenses incurred in connection with such suspension or your failure to download and install or otherwise implement the most current version and/or Improvements of the System software.

(d) Interruption of Service. Access to the System, including, without limitation, the Gateway, may be unavailable from time to time because of technical failures or interruptions, unintentional downtime, intentional downtime for service, or changes to the Gateway or other reasons. You agree that any modification to the System or the Gateway and any interruption or unavailability of access to the System and/or Gateway will not constitute a default under this Agreement by LCE, and that LCE will not have any liability to you for any such modifications, interruptions, unavailability, or failure of access. To mitigate down-time, LCE recommends you have a backup wireless network in each Restaurant.

(e) Cooperation with Outages. You shall reasonably cooperate with LCE's reasonable investigation of any service outage, security problem or suspected breach of this Agreement.

5. **Fees and Payment Terms**.

(a) Fees. You agree to pay maintenance and support fees ("Support Fees") for each Restaurant, any transaction fees that may apply to the use of the System ("Transaction Fees"), and any other fees published on the System or the Gateway or set forth in Additional Terms (collectively and individually, "Fees"). The Fees will be posted on the Gateway and may be adjusted from time to time by LCE. LCE or a company designated by LCE will invoice you for the Fees as set forth on the Gateway. You shall pay all Fees using the payment method required by LCE, within the time set forth on the invoice. LCE reserves the right to charge you interest on unpaid, past due Fees in the amount of one and a half percent (1.5%) per month. All payment obligations hereunder are non-cancelable, and all amounts, once paid, including Fees and Taxes, are non-refundable.

(b) Taxes. All Fees are exclusive of any applicable taxes, levies, duties, or other similar exactions imposed by a legal, governmental, or regulatory authority in any applicable jurisdiction, including, without limitation, sales, use, value-added, consumption, communications, or withholding taxes (collectively, "Taxes"). You will pay all Taxes associated with this Agreement, excluding any taxes based on our net income, property, or employees. If you are required by applicable law to withhold any Taxes from payments owed to us, you will reduce or eliminate such withheld Taxes upon receipt of the appropriate tax certificate or document provided by us. You will provide us with proof of payment of any withheld Taxes to the appropriate authority. Taxes will be shown as a separate line item on an invoice.

(c) Payment Disputes. You will notify LCE in writing within fifteen (15) days of the date LCE invoices you for any Fees that you wish to dispute. You may withhold the disputed Fees until the dispute is resolved. Where you are disputing any Fees, you must act reasonably and in good faith and will cooperate diligently with us to resolve the dispute. LCE will not charge you a late fee or suspend the provision of the System for unpaid Fees that are in dispute, unless you fail to cooperate diligently with us or we determine your dispute is not reasonable or brought in good faith.

6. **Data Security and Privacy**.

(a) LCE Security. LCE will employ commercially reasonable physical, technical, and administrative information security procedures aimed at preventing unauthorized access to the System.

(b) Franchisee Security. You shall implement and maintain industry-standard physical, technical, and administrative security measures to protect the System, System Data, and other LCE IP, as well as the Franchisee Systems. Without limiting the foregoing, Franchisee agrees to comply with the then-current Payment Card Industry Data Security Standards (PCI/DSS), as those standards may be revised by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org) or successor organization; to implement the security requirements that the Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and to complete PCI/DSS audits as and when required by the standards. LCE may offer to Franchisee, and if offered Franchisee must purchase from LCE or its affiliate, a package of services for internet access, PCI/DSS compliance and data security.

(c) Franchisee Data and Systems. You have and will retain sole responsibility for: (i) all Franchisee Data, including its accuracy, completeness, and authenticity; (ii) ensuring that the Franchisee Data is protected from unauthorized access, use or disclosure; (iii) all information, instructions, and materials provided by or on behalf of you or any Authorized User in connection with the System; (iv) all Franchisee Systems; (v) the security and use of your and your Authorized Users' System access credentials; and (vi) all access to and use of the Services, Documentation and other LCE IP directly or indirectly by or through the Franchisee Systems or your or your Authorized Users' System access credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. LCE may, but will have no obligation or responsibility to, audit, check, or verify the Franchisee Data, and consequently, LCE will have no liability for inaccurate or incomplete Franchisee Data.

(d) Privacy Policy. Franchisee Data may contain personal data, personal information, or personally identifiable information about you or your Authorized Users. We will process such information as set forth in our **Caesar Vision Privacy Policy (Addendum D)**.

(e) Data Protection Addendum. Your access, use, collection, retention and other processing of System Data and other LCE Confidential Information is subject to the terms and conditions of the **Data Protection Addendum** (Addendum B)("DPA"), which is made a part of and incorporated by reference into this Agreement. In the event of a conflict between this Agreement and the DPA, the DPA shall control except to the extent that this Agreement is more restrictive or protective as to the processing of System Data or other LCE Confidential Information. LCE's use, collection, retention, and other processing of Franchisee Human Resources Data is subject to the terms and conditions of the DPA.

7. **Intellectual Property Rights**.

(a) LCE IP. As between you and LCE, LCE and its licensors own all right, title and interest in and to the System, Documentation, and all other platforms, programs, technology, Inventions, source code, object code, software, data (including System Data), information, content, materials, and other intellectual property provided or made available to you by LCE to you or an Authorized User, all formulations or derivations thereof, and all Intellectual Property Rights in or to the foregoing ("LCE IP").

(b) Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the System, LCE IP, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the System, the LCE IP, and the Third-Party Materials are and will remain with LCE and the respective rights holders in the Third-Party Materials.

8. **Representations and Warranties**.

(a) Mutual Representations and Warranties. You and LCE represent and warrant that we each have the authority to enter into this Agreement and, in connection with our performance under this Agreement, will comply with all Applicable Laws.

(b) Additional Franchisee Representations and Warranties. You further represent and warrant that (i) the Franchisee Data is accurate, complete, and lawful, and that it has been collected and processed in accordance with applicable law, including obtaining any necessary consents from individuals for the collection and processing of their Personal Data, including transferring Personal Data to third-party service LCEs in connection with the System; (ii) you have all necessary rights in and to any Franchisee Data to grant the rights in the same to LCE hereunder; and (iii) LCE's access, use, storage, transmission, sharing, or other processing of the Franchisee Data will not infringe any third party's Intellectual Property Right or right of publicity or privacy, or violate any Applicable Laws.

9. **DISCLAIMERS**. THE SYSTEM, DOCUMENTATION, AND OTHER LCE IP ARE PROVIDED "AS IS" AND "AS AVAILABLE." LCE DISCLAIMS ALL WARRANTIES TO YOU, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SYSTEM, DOCUMENTATION, AND OTHER LCE IP, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, LCE MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM, DOCUMENTATION, OR OTHER LCE IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LCE CANNOT GUARANTEE THAT THE SYSTEM, DOCUMENTATION, AND OTHER LCE IP, INCLUDING, IF APPLICABLE, THE DIGITAL ORDERING SYSTEM, WILL BE AVAILABLE AT ALL TIMES, OR THAT EVERY ERROR IN THE SYSTEM OR PROBLEM RAISED BY YOU WILL BE RESOLVED.

10. **Limitation of Liability**.

(a) THE AGGREGATE LIABILITY OF LCE AND ITS AFFILIATED AND RELATED ENTITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SYSTEM, SYSTEM DATA, DOCUMENTATION, OR OTHER LCE IP WILL NOT EXCEED THE AMOUNT OF THE SUPPORT FEES YOU HAVE PAID UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

(b) WITHOUT WAIVER OF THE FOREGOING LIMITATION, NEITHER LCE NOR ANY OF ITS AFFILIATED OR RELATED ENTITIES WILL BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN

VALUE; (ii) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SYSTEM; (iii) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (iv) COST OF REPLACEMENT GOODS OR SERVICES; (v) LOSS OF GOODWILL OR REPUTATION; OR (vi) INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR LOST PROFITS, EVEN IF LCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF AND NOTWITHSTANDING THE FOREGOING, NEITHER LCE NOR ANY OF ITS AFFILIATED OR RELATED ENTITIES SHALL BE LIABLE TO YOU OR ANY OTHER PERSON IN THE EVENT OF AN INCIDENT (AS DEFINED IN THE DPA) THAT ARISES OUT OF OR RELATES TO AN ACT OR OMISSION BY YOU OR YOUR AUTHORIZED USER, OR IF YOU HAVE ABUSED OR MISAPPLIED THE SYSTEM OR OTHERWISE BREACHED THE AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE DPA).

11. **Indemnification**. You agree to indemnify, defend, and hold harmless LCE, its affiliated and related entities, and its and their respective officers, directors, shareholders, employees, agents and representatives from and against any third-party claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or relating to (a) your or your Authorized Users' use of the LCE IP; (b) LCE's use of the Franchisee Data; (c) your or your Authorized Users' negligence or willful misconduct; (d) your or your Authorized Users' breach of or non-fulfillment of any agreement, covenant, or obligation under this Agreement (including, without limitation the Additional Terms, exhibits, addenda or policies linked herein); (e) the inaccuracy or breach of any warranty or representations made by you under this Agreement (including, without limitation, the Additional Terms, exhibits, addenda or policies linked herein); (f) any Incident (as defined in the DPA); or (g) injuries to person or property caused by products sold or otherwise distributed through or in connection with the System.

12. **Confidential Information**. Your access to and use of the System and Documentation may give you access to "Confidential Information" as that term is defined in the Franchise Agreement. Confidential Information specifically includes any access credentials to access the System and all other LCE IP, including, without limitation, the System, System Data, and the Documentation. You agree that all Confidential Information is subject to your confidentiality obligations under the Franchise Agreement.

13. **Term; Termination and Suspension**.

(a) Term. This Agreement is effective on the date you accept it (the "Effective Date") and will remain in effect until terminated as provided in this Agreement ("Term").

(b) Suspension of Access. LCE may monitor your and your Authorized Users' access and use of the System and other LCE IP, and may suspend your or any Authorized User's access to or use of all or any part of the System or LCE IP, without incurring any resulting obligation or liability to you or any other person, if: (i) LCE receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires LCE to do so; or (ii) LCE believes, in its sole discretion, that you or any Authorized User has breached

this Agreement. This Section 13(a) does not limit any of LCE's other rights or remedies, whether at law, in equity, or under this Agreement.

(c) Termination for Convenience. LCE may terminate this Agreement at any time, for any reason or for no reason, without any liability to you, by giving you written notice of termination (including on the System or Gateway). By way of a non-limiting example, LCE may decide to terminate this Agreement if LCE discontinues the System, or stops using or no longer has access to certain Third-Party Software that operates with the System.

(d) Automatic Termination. This Agreement will terminate automatically if your Little Caesars franchise for the Restaurant(s) comes to an end for any reason.

(e) Obligations on Termination. Your license to the System and Documentation, and all other rights granted to you hereunder, cease upon expiration or termination of this Agreement for any reason. When the License ends, you must: (i) immediately stop all use of the System; (ii) delete all System code from all equipment used at or in connection with the Restaurant(s); and (iii) permit physical access to the Restaurant(s) and direct or remote access to your equipment by LCE or its designee, as reasonably requested by LCE in order to carry out this provision. The provisions of this Agreement (other than your right to use the System) will survive termination or expiration of this Agreement.

14. **Cross-Default**. Your breach of this Agreement will also be deemed to constitute a breach of your franchise agreement(s) for the Restaurant(s) at which you are using the System ("Franchise Agreement").

15. **Export Controls**. Neither the System nor underlying information or technology may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, Sudan, North Korea, Iran, Syria or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the System, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under the control of, or a national or resident of any such country or on any such list. In addition, you are responsible for complying with any local laws in your jurisdiction which may impact your right to import, export or use the System, and you represent that you have complied with any regulations or registration procedures required by applicable law to make this license enforceable.

16. **Force Majeure**. Except for obligations to pay amounts due hereunder, neither party shall be deemed to be in default hereunder for failing to perform its obligations pursuant to this Agreement if such failure is the result of any labor dispute, act of God, inability to obtain labor or materials, governmental restrictions or any other event beyond the party's reasonable control, or voluntary or mandatory compliance by a party with any government request or guidance.

17. **Amendment and Modification; Waiver.** Except as otherwise set forth herein, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver

thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

18. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. Assignment.

(a) By LCE. LCE can assign this Agreement to an affiliated or related entity of LCE without your consent. If LCE does so, the affiliated or related entity will succeed to all of LCE's rights and obligations, and LCE will have no liability to you after the assignment for any breach of this Agreement by the affiliated or related entity. Without limiting the foregoing, LCE will not be responsible for: (i) any costs of repairing and correcting the breach, including any defect in the System; (ii) any loss of or damage to data; (iii) any loss attributable to interruption in your business operations.

(b) No Assignment by Franchisee. You are not permitted to assign or otherwise transfer any of your rights or obligations hereunder, whether by operation of law or otherwise. For avoidance of doubt, if you sell the Restaurant(s) and transfer the Little Caesars franchise, subject to the Franchise Agreement, to the new owner of the Restaurant(s) ("New Owner"), you may not assign your rights or obligations hereunder to the New Owner. However, if LCE has approved the sale of the Restaurant(s): (i) the New Owner may obtain a new License by accepting the then-current version of this Agreement; and (ii) LCE will credit the New Owner with any unused portion of your Support Fees as of the closing of the transfer of the franchise.

20. **Entire Agreement**. This Agreement, which includes the Caesar Vision Terms of Use for Franchisees and any additional terms, exhibits, addenda, or policies linked herein or attached hereto (including, without limitation, the DPA and the Digital Ordering System Addendum) constitutes the entire agreement between you and LCE concerning the licensing and support of the System and System Data, and supersedes any prior representation, correspondence, agreement, or understanding concerning the same subject matter.

21. **Notices**. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (1) personal delivery; and (2) the third business day after first class mailing. Notices to LCE must be sent to 2125 Woodward Ave, Detroit, MI 48201, addressed to the attention of its General Counsel with a copy sent by email to privacy@lcecorp.com. Notices to you will be sent to the email address provided when you sign up for the Service.

22. **Headings**. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

23. **Governing Law**. This Agreement is governed by and will be interpreted under the laws of the State of Michigan. To the extent permitted by applicable law, any dispute arising under, in

connection with, or incident to this Agreement or about its interpretation will be resolved exclusively in the state and federal courts located in Wayne County, State of Michigan. Licensee irrevocably submits to such courts' venue and jurisdiction as set forth herein, expressly waiving any other venue that, by reason of present or future domicile or by any other reason, may be applicable.

24. **Severability**. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that determination will not invalidate or make unenforceable any other provision of this Agreement.

Last Updated March 20, 2023

/End of Caesar Vision User Terms for Franchisees/

Addendum A: Digital Ordering System Addendum

THIS DIGITAL ORDERING SYSTEM ADDENDUM ("ADDENDUM A") CONSTITUTES ADDITIONAL TERMS TO THE **CAESAR VISION USER TERMS FOR FRANCHISEES** (THE "AGREEMENT") AND IS MADE A PART OF AND INCORPORATED BY REFERENCE INTO THE AGREEMENT. CAPITALIZED TERMS NOT DEFINED USED HEREIN SHALL HAVE THE DEFINITION GIVEN TO THEM IN AGREEMENT. YOU SHOULD CAREFULLY READ THIS ADDENDUM A BEFORE USING THE DIGITAL ORDERING SYSTEM (DEFINED BELOW).

BY USING OR ACCESSING THE DIGITAL ORDERING SYSTEM, YOU AGREE TO BE BOUND BY THIS ADDENDUM A AND THE AGREEMENT. IF YOU ARE NOT WILLING TO ACCEPT THE TERMS OF THIS ADDENDUM A AND THE AGREEMENT, YOU MAY NOT USE THE DIGITAL ORDERING SYSTEM.

LCE currently maintains digital applications by which customers in the United States may place orders with Little Caesars restaurants using a smartphone or other device (collectively, the "Digital Ordering App").

If you operate Restaurants in the United States, the System includes features that allow your Restaurants to receive orders from the Digital Ordering App through a digital ordering system (the "Digital Ordering System"). For avoidance of doubt, the Digital Ordering System shall be deemed a part of the System.

1. **Activation**. Upon your activation of the Digital Ordering System and from time-to-time thereafter, you are responsible for verifying that the System is operating appropriately and in accordance with LCE's instructions. You are also responsible for ensuring that your Restaurant(s)' employees are properly trained to operate the Digital Ordering System.

2. **Payment Processing**. You represent, warrant and covenant that you have a valid and effective agreement with your payment processor and that you are, and will always remain, in full compliance with such agreement. All payments from Franchisees for orders placed through the Digital Ordering System with your Restaurant(s) will be processed by you and your payment processor, and not by LCE. Such payment processing will be subject to the terms and conditions of your agreement with your payment processor. To facilitate such payment processing, LCE needs access to and verification of your merchant identification number ("MID"). Upon request from LCE from time to time, including requests initiated through the System, you shall verify your MID. As the Digital Ordering System evolves, LCE may require additional information, authorizations, and permissions from you. When requested by LCE, you shall promptly provide all such information, authorizations, and permissions in accordance with LCE's reasonable request. You shall ensure that all information you provide to LCE is true, complete and accurate.

3. **Third-Party Software**. LCE may, now and in the future, integrate Third-Party Software into the Digital Ordering System (e.g., Google Wallet, Android Pay, and Samsung Pay). You must accept the terms of use with the Third-Party Licensor for the Third-Party Software or the license presented to you for the Third-Party Software on the Gateway or in connection with the Digital Ordering System.

4. **Menu Pricing**. Subject to the terms of your Franchise Agreement(s), you are solely responsible for setting the price for all items available for Franchisees to purchase from your Restaurants through the Digital Ordering App by setting them in your dashboard in the Digital Ordering System. You shall: (i) ensure that the tax rates set forth in your dashboard are correct; (ii) update and change such tax rates in the dashboard if the tax rates change; and (iii) pay all applicable sales, use, and other such taxes related to all orders and the processing of such orders for Franchisees. LCE is not responsible for any errors made by you or your Authorized Users in setting such prices.

5. **Data Security**. Without limiting any of your obligations in the Agreement, you shall put in place, and shall maintain, reasonable physical, technical and administrative security controls and information security programs designed to prevent unauthorized access, destruction, use, modification, or disclosure of data obtained through the Digital Ordering System (each, a "Data Breach"). All such measures shall, at a minimum, comply with applicable laws, and, as applicable, the rules issued by the credit card brands, PCI-DSS, and PA-DSS. If any Data Breach is suspected, you shall immediately notify LCE in writing. At your own cost and expense, you shall use best efforts to cooperate with LCE in the investigation and mitigation of any apparent Data Breach, and permit LCE to control any notifications in connection with such Data Breach.

6. **Digital App**. LCE has sole control over the Digital Ordering App and the Digital Ordering System, including its features and look and feel. Without limiting any of LCE's rights in the Agreement, LCE reserves the right to change the availability of any feature, function or content relating to the Digital Ordering App or Digital Ordering System at any time, without notice or liability.

/End of Digital Ordering System Addendum/

ADDENDUM B: CAESAR VISION DATA PROTECTION ADDENDUM

This Data Protection Addendum ("**DPA**") is being entered into by and between LCE and you. As described more fully in the Caesar Vision Terms of Use for Franchisees (the "**Agreement**"), you may Process certain Personal Information on behalf of LCE, and LCE may Process certain Personal Information on behalf of you. You and LCE desire to enter into this DPA in order to address each party's corresponding rights and obligations under Data Protection Laws.

1. **Definitions**. Capitalized terms that are not defined in this DPA shall have the meaning given to them in the Agreement. For purposes of this DPA:

   "**Business Purposes**" shall mean only those "business purposes" defined in the CCPA that are necessary for performing the Services or for which Data Controller otherwise instructs Data Processor to Process Personal Information.

   "**CCPA**" means the California Consumer Privacy Act of 2018 (including as amended by the California Privacy Rights Act of 2020), and any regulations and guidance promulgated thereunder.

   "**Consumer**" means "consumer," "data subject," or other similar terms defined under Data Protection Laws.

   "**Data Controller**" means you or LCE, as applicable.

   "**Data Incident**" means any (i) unauthorized, accidental, or unlawful access, acquisition, use, disclosure, loss, or modification of Personal Information, or any other event that constitutes a "breach", "breach of security of the system", or similar term defined under Data Protection Laws, or (ii) any malfunction, failure, substandard performance, denial-of-service, installation or otherwise of ransomware or other harmful code, phishing incident, or other cyberattack or incident, which impairs, affects, or results in the unauthorized access to, the System, LCE's information technology system, or your information technology systems.

   "**Data Processor**" means you or LCE, as applicable.

   "**Deidentified Data**" means "De-identified Data" or data that has been "Deidentified" as those terms are defined in Data Protection Laws. In the absence of such definitions, "Deidentified Data" shall mean information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular Consumer or a device linked to a particular Consumer.

   "**Data Protection Laws**" means (i) all applicable federal, state, and local laws, rules, regulations, directives, and government requirements and guidance relating in any way to privacy, confidentiality, security, consumer protection, or breach notification that are applicable to Personal Information, as each are amended and including any regulations or guidance promulgated thereunder; and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security), in each case currently in effect and as they become effective.

   "**Personal Information**" means (i) any information that identifies, relates to, describes, is reasonably capable of being associated with, or could be reasonably linked, directly or indirectly, with a particular identifiable individual or household, or device; or (ii) any information that is defined as "personal information" or "personal data" (or any similar term) under Data Protection Laws.

"**Prohibited Data**" means any of the following information: (i) a government-issued identification number (e.g., Social Security Number, driver's license number, state identification number, or passport number); (ii) a financial or customer account number, including financial institution or bank account number or a credit or debit card number, provided that this data shall not be considered Prohibited Data to the extent the System includes functionality for the provision or collection of this type of data; (iii) information regarding an individual's sexual orientation, religion, or health or medical condition, including Protected Health Information, as defined in 45 CFR 160.103, or any Sensitive Data; (iv) unique biometric data or digital representation of biometric data, provided that this data shall not be considered Prohibited Data to the extent the System includes functionality for the provision or collection of this type of data; (v) maiden name of the individual's mother; (vii) individual's digitized or other electronic signature; (vii) a user name, email address or other unique electronic identifier or routing code, which is sent in combination with a personal identification code, password, or security question and answer that would permit access to an online account, (viii) information collected from or about persons outside of the United States; (ix) information collected from or about children under the age of 16, (x) data relating to individuals who have exercised an opt-out, deletion, or any other similar right under Data Protection Laws, unless the purpose of providing such data is to communicate the fact of the right having been exercised or if required by law; (xi) information collected from or about persons outside of the United States; or (xii) any data that may trigger data breach notification obligations under United States law if such data were to be compromised. For the sake of clarity, (v) and (vii) shall not be considered Prohibited Data to the extent that it is entered into login fields to gain access to the System.

"**Process**" and its cognate terms have the meanings given in applicable Data Protection Laws, or, in the absence of such meaning, means any operation or set of operations which is performed on Personal Information or on sets of Personal Information, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"**Sensitive Data**" means "sensitive data," "sensitive personal information," or information otherwise classified as sensitive or similar under Data Protection Laws.

"**Services**" has the meaning set forth in the Agreement.

The following terms have the definitions provided under Data Protection Laws: **Sell** and **Share**.

2. **Compliance; Details of Processing.**

   a. Compliance and the Parties' Roles. The Parties agree that with respect to System Data, LCE is the "business"/"controller" (as those terms are defined under Data Protection Laws) and as to Franchisee Human Resources Data, you are the business/controller.

   b. You and LCE each agree to comply with Data Protection Laws in respect of performance under the Agreement and this DPA. LCE may amend this DPA at any time it deems necessary, including in relation to changes to Data Protection Laws.

c. Details of Processing. The subject matter, nature, and purpose of the Processing of Personal Information by Data Processor is in relation to the use and/or administration of the System, as more fully set forth in the Agreement. The duration of the Processing of Personal Information is so long as Data Processor or its subprocessor possesses the applicable Personal Information pursuant to this DPA or the Agreement. Notwithstanding the foregoing or anything to the contrary, any obligations imposed on LCE as a Data Processor apply to Franchisee Human Resources Data that constitutes CCPA Personal Information and only to the extent that you constitute a "business" under CCPA, and any obligations imposed on you as a Data Processor apply to System Data. Any rights conferred upon you in this DPA as Data Controller shall only apply to the extent that you constitute a business under the CCPA.

3. Vendor's Restrictions and Obligations.

a. Data Processor shall Process Personal Information in accordance with the documented instructions of Data Controller solely as a "service provider"/"processor" (as those terms are defined in Data Protection Laws), in relation to the use and/or operation of the System as described in the Agreement, and, as to CCPA Personal Information, to carry out the Business Purposes (collectively, the "**Agreed Purposes**"). Data Processor acknowledges and agrees that the Data Controller is making available the Personal Information to Data Processor for such Agreed Purposes.

b. Without limiting the generality of the foregoing, Data Processor shall:

3.b.1. not Sell or Share Personal Information;

3.b.2. not retain, use, or disclose Personal Information for any purpose other than for the Agreed Purposes;

3.b.3. not retain, use, or disclose Personal Information for a commercial purpose other than the Agreed Purposes (which, for the avoidance of doubt, shall exclude the provision of services to a person other than the Data Controller);

3.b.4. not retain, use, disclose, or otherwise Process Personal Information outside of the direct business relationship between Data Processor and Data Controller, including combining or updating Personal Information received from, by, or on behalf of Controller with Personal Information Data Processor received from another person;

3.b.5. provide the same level of privacy protection as required by businesses/controllers under Data Protection Laws, including by, for example, cooperating with Data Controller in responding to an complying with Consumers' requests made pursuant to Data Protection Laws pursuant to Section 3.3.1; and

3.b.6. notify Data Controller promptly within five (5) business days or, if sooner, the time required by Data Protection Laws, after Data Processor makes a determination that it can no longer meet its obligations under this DPA or Data Protection Laws.

c. Consumer Requests.

3.c.1. Data Processor shall take appropriate measures and provide all reasonable cooperation and assistance requested by Data Controller in respect of fulfillment of Data Controller's obligations to respond to Consumer rights requests. Prior to requesting LCE's assistance, you shall commit best efforts to fulfilling any request through available self-service mechanisms on the System.

3.c.2. If Data Processor receives a notice, communication, claim, or complaint from a person (including a governmental authority) regarding, or a Consumer request relating to, Personal Information, then Data Processor will promptly: (i) advise the relevant person or Consumer to make the claim, complaint or request directly to Data Controller; (ii) give written notice of the notice, communication, claim, complaint or request to privacy@lcecorp.com (as to you) and, as to LCE, to your email address that LCE has on file; and (iii) cooperate with and assist Data Processor to respond to the claim, compliant, or request (including by making required changes to the Personal Information). Notwithstanding the foregoing, LCE shall only be required to fulfill the obligations in this Section 3.3.2 to the extent doing so is required under Data Protection Laws.

3.c.3. Data Controller shall provide the information necessary for Data Processor to comply or assist with a Consumer request, as reasonably requested by Data Processor.

d. Right to Remediate Unauthorized Personal Information Use. Data Processor grants Data Controller the right, upon notice, to take reasonable and appropriate steps to stop and remediate Data Processor's unauthorized use of Personal Information. You agree that the sole manner in which you can exercise the foregoing right with respect to Franchisee Human Resources Data is to, once per calendar year, request documentation from LCE that verifies that LCE no longer retains or uses CCPA Personal Information that was subject to a valid request to delete Personal Information (subject to any applicable exemptions and exceptions under the CCPA).

e. Sensitive Data. You represent, warrant, and covenant that none of the Franchisee Data constitutes Prohibited Data. To the extent you Process Sensitive Data as a Data Processor, you agree to comply with, and to provide reasonable assistance to LCE to comply with, Data Protection Laws and LCE's policies and procedures governing Sensitive Data. By way of example, such obligations and assistance may include, but are not limited to, providing assistance with obtaining and tracking consents and

authorizations, permanently deleting such Sensitive Data upon request, limiting processing of Sensitive Data to certain purposes as directed by LCE, and providing technical assistance to implement the foregoing requirements and other safeguards that LCE may reasonably request from time to time.

f. Deidentified Data. To the extent Data Processor receives Deidentified Data from Data Controller under the Agreement or this DPA, Data Processor agrees to comply with applicable law as to such Deidentified Data.

4. Data Incident Costs and Expenses.

a. You shall reimburse LCE for all documented costs and expenses incurred by LCE arising out of or related to a Data Incident caused, directly or indirectly, by your breach of these Terms, your action or inaction, or the action or inaction of your personnel, agents, representatives, or subprocessors, including, without limitation, the following: (a) forensic investigations to determine the nature, scope and root cause of the Data Incident; (b) making or giving reports, notices and disclosures regarding the Data Incident to any person; (c) procuring credit monitoring and fraud prevention services, or similar services, for any individual whose Personal Information might have been affected by the Data Incident; and (d) operating, or procuring the operation of, a call center to respond to questions from individuals whose Personal Information might have been affected by the Data Incident; and (e) reasonable attorneys' fees. The parties agree that the foregoing (a)-(e) shall be deemed direct damages. Notwithstanding anything to the contrary, any provision in the Agreement that purports to limit, exclude or otherwise qualify your liabilities does not apply to your liability for breach of this DPA or your obligations under this section.

5. Subprocessors; Security; Review/Audits; Return of PI.

a. Confidentiality. Data Processor shall ensure that each person processing Personal Information on its behalf (whether its personnel or a subprocessor) is subject to a duty of confidentiality.

b. Subprocessors. Data Processor agrees that the terms of its agreements with its subprocessors shall conform to all the terms of the Agreement, including this DPA. Data Processor shall be fully responsible for all obligations, services, and functions performed by subprocessors.

c. Security. Data Processor shall implement and maintain an information security program that contains administrative, technical, and physical safeguards that are reasonable and appropriate based on the data being Processed. Data Processor shall promptly notify Data Controller of a Data Incident, but in no event later than 48 hours following the Data Incident, provided that LCE shall only be required to notify you if the Data Incident requires notification to any person, as determined by LCE in its sole discretion.

d. Review and Audits. At Data Controller's reasonable request, Data Processor will provide Data Controller with all information in its possession to demonstrate Data

Processor's compliance with this DPA and Data Protection Laws. Vendor shall arrange for Data Controller and its internal and or external assessors to be granted, at no additional charge, full access to the records, documents, premises, systems (including operational records) at all reasonable times during (and, in an emergency, outside) normal working hours to perform audits with respect to Personal Information Processing activities not more than once annually, provided that such audit does not jeopardize the confidentiality of Vendor's other clients' or customers' information or the security of Vendor's systems. The scope, timing, and duration of each assessment shall be mutually agreed upon by both parties.

e. Return and Destruction of PI. All System Data in your possession shall be immediately returned to LCE upon LCE's request. You shall not retain System Data any longer than necessary for the purposes of performing your obligations under the Agreement or this DPA. Upon termination of the Agreement, Data Processor shall, at the option of Data Controller, return the Personal Information and copies thereof to Data Controller or, if legally required, shall deliver the Personal Information to another company as may be directed by the Data Controller, or shall securely destroy such Personal Information, except to the extent the Agreement or the law provides otherwise. In that case, Data Processor shall no longer Process the Personal Information, except to the extent required by the Agreement or applicable law. Data Processor shall promptly verify, confirm and warrant to Data Controller that Data Processor has returned, deleted and/or destroyed all data and any copies of such Personal Information.

6. Miscellaneous.

a. This DPA shall be incorporated by reference into, and made a part of, the Agreement. In the event of any inconsistencies between the provisions of this DPA and any other agreements between the parties, including the Agreement, this DPA shall take precedence over the Agreement or any other agreements, except to the extent that the Agreement or other agreements are more protective of or restrictive as to Vendor's Processing of Personal Information.

b. Provisions in this DPA that are intended to survive termination will continue in full force and effect after the termination of this DPA and/or the Agreement.

/End of Caesar Vision Data Processing Addendum/

ADDENDUM C: CAESER VISION AUTHORIZED USER END USER LICENSE AGREEMENT

This Authorized User End User License Agreement ("**EULA**") governs your use of the Caesar Vision System (the "**System**"), including all user manuals, technical manuals, and any other materials provided by Little Caesar Enterprises, Inc. or its affiliated or related entities ("**LCE**"), in printed, electronic, or other form, that describe the System or its use or specifications (the "**Documentation**") provided to you ("**you**" or "**your**") for use pursuant to and subject to the Caesar Vision Terms of Use for Franchisees (the "**Agreement**") between LCE and your employer or other person or entity on the behalf of which you are accessing the System ("**Franchisee**").

BY USING OR ACCESSING THE SYSTEM, YOU: (i) REPRESENT THAT YOU ARE DULY AUTHORIZED BY FRANCHISEE TO ACCESS AND USE THE SYSTEM; AND (ii) ACCEPT THIS EULA AND AGREE THAT YOU ARE LEGALLY BOUND BY THIS EULA. YOU ALSO ACKNOWLEDGE THAT YOU HAVE REVIEWED AND UNDERSTOOD OUR **CAESAR VISION PRIVACY POLICY** (ADDENDUM D) AND CONSENT TO OUR PRIVACY PRACTICES DESCRIBED THEREIN. IF YOU DO NOT AGREE TO THIS EULA OR CONSENT TO OUR PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE SYSTEM.

1. License Grant. Subject to your strict compliance with this EULA, LCE hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the System and System Data (defined below) solely in accordance with the Documentation, using the computer equipment provided at the restaurant location where you are employed by Franchisee and solely for the purpose of Franchisee operating the restaurant location. The foregoing licensee will terminate immediately on the earlier to occur of:

(a) the expiration or earlier termination of the Agreement between LCE and Franchisee; or

(b) your ceasing to be authorized by Franchisee to use the System for any or no reason (including upon the end of your employment with Franchisee).

As used herein, "**System Data**" means all data, information, content, and any other materials (i) stored on, transmitted to or through, or processed by, or (ii) that you, another authorized user, or a third party inputs, uploads, transmits, submits, or otherwise provides to or through, the System, and all formulations and derivations thereof. System Data shall exclude data, information, content, or materials inputted, uploaded, transmitted, or otherwise provided by you, another Authorized User, or a third party to a third-party software vendor with which your employer has an independent contractual relationship (Third-Party Terms (defined below) do not constitute such independent contractual relationship).

2. Use Restrictions. You shall not, directly or indirectly:

(a) use the System, System Data, or Documentation except as set forth in Section 1;

(b) copy the System, System, or Documentation, in whole or in part;

(c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the System, System Data, or Documentation, or any part thereof;

(d) combine the System or System Data or any part thereof with, or incorporate the System or System Data or any part thereof in, any other programs or other data or information, respectively;

(e) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the System or any part thereof;

(f) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the System, System Data, or Documentation, including any copy thereof;

(g) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the System or System Data, or any features or functionality of the System, for any reason, to any other person or entity, including any subcontractor, independent contractor, affiliate, or service provider of Franchisee, or another employee or other personnel of Franchisee, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

(h) use the System, System Data, or Documentation in violation of any law, regulation, or rule; or

(i) use the System, System, or Documentation for purposes of competitive analysis of the System, the development of a competing business or software product or service, or any other purpose that is to the LCE's commercial disadvantage.

3. Compliance Measures.

(a) The System may contain technological copy protection or other security features designed to prevent unauthorized use of the System and System Data, including features to protect against use of the System and/or System Data:

(a) beyond the scope of the license granted to pursuant to Section 1; or

(b) prohibited under Section 2.

You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

4. Collection and Use of Information.

(a) LCE may, directly or indirectly through the services of others, collect and store information regarding use of the System and about equipment on which the System is installed or through which it otherwise is accessed and used, by means of (i) providing maintenance and support services and (ii) security measures included in the System as described in Section 3.

(b) You agree that the LCE may use such information for any purpose, including but not limited to: (i) improving the performance of the System or developing updates; and (ii) verifying compliance with the terms of this EULA and enforcing LCE's rights, including all intellectual property rights in and to the System and System Data.

5. Intellectual Property Rights. You acknowledge that the System and System Data are provided under license, and not sold, to you. You do not acquire any ownership interest in the System or System Data under this EULA, or any other rights to the System and System Data other than to use the System and System Data in accordance with the license granted under this EULA, subject to all terms, conditions, and restrictions. LCE and its licensors reserve and shall retain their entire right, title, and interest in and to the System and System Data and all intellectual property rights arising out of or relating to the System and System Data, subject to the license expressly granted to you hereunder and to the Franchisee in the Agreement. You shall use your best efforts to

safeguard all System and System Data (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access, including by not sharing your password or other access credentials with anyone else, or allowing anyone else to access or use the System on your account.

6. Third-Party Software. Certain materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components that are not owned by LCE ("**Third-Party Materials**") but are rather provided by a third-party licensor ("**Third-Party Licensor**") may be used with or necessary for the operation of the System. By using or accessing the Third-Party Materials, you irrevocably and unconditionally agree to the any terms of use or similar agreement with the Third-Party Licensor ("**Third-Party Terms**") for the Third-Party Materials, before being authorized to use the Third-Party Materials. The Third-Party Terms are solely between you and the Third-Party Licensor. LCE may, at its sole discretion, modify what Third-Party Materials are used with or is necessary for operation of the System, including by removing the Third-Party Materials or blocking your access to the same without notice to you, in which case you shall discontinue use of the affected Third-Party Materials.

7. Disclaimer of Liability. IN NO EVENT WILL LCE OR ITS AFFILIATED OR RELATED ENTITIES, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SYSTEM. YOU ARE PROVIDED THE SYSTEM PURSUANT TO THE AGREEMENT BETWEEN LCE AND FRANCHISEE, SOLELY FOR THE BENEFIT OF FRANCHISEE AND AT FRANCHISEE'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THIS THE AGREEMENT, INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY LCE OR ITS AFFILIATED OR RELATED ENTITIES MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SYSTEM SHALL BE SOLELY TO FRANCHISEE PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

8. Governing Law. This EULA is governed by and will be interpreted under the laws of the State of Michigan. To the extent permitted by applicable law, any dispute arising under, in connection with, or incident to this EULA or about its interpretation will be resolved exclusively in the state and federal courts located in Wayne County, State of Michigan. Licensee irrevocably submits to such courts' venue and jurisdiction as set forth herein, expressly waiving any other venue that, by reason of present or future domicile or by any other reason, may be applicable.

9. Entire Agreement; Severability. This EULA constitutes the entire agreement between you and LCE concerning the licensing of the System and System Data, and supersedes any prior representation, correspondence, agreement, or understanding concerning the same subject matter. LCE RESERVES THE RIGHT TO AMEND OR MODIFY THIS EULA AT ANY TIME. BY CONTINUING TO USE OR ACCESS THE SYSTEM, YOU AGREE TO THE AMENDED OR MODIFIED TERMS. If any provision of this EULA is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that determination will not invalidate or make unenforceable any other provision of this EULA.

10. Assignment. LCE may assign its rights and obligations under this EULA, in whole or in part, to any party at any time without any notice. This EULA may not be assigned by you, and you may not delegate your duties under them.

11. <u>No Waiver</u>. No failure or delay by LCE in exercising any of its rights, powers or remedies will operate as a waiver of that or any other right, power or remedy, and no waiver or modification of this EULA will be effective as to LCE unless in writing and signed by LCE.

/End of Caesar Vision Authorized User End User License Agreement/

ADDENDUM D: CAESAR VISION PRIVACY POLICY

Effective Date: **31 March 2023**

Thank you for visiting the Caesar Vision platform (**"System"**) owned or operated by Little Caesar Enterprises, Inc. or its affiliated or related entities ("**LCE**", "**We**", "**Us**", "**Our**"). This Privacy Policy will provide you with information as to how We collect, use, and share information about you, including the choices We offer with respect to that information, and applies to your use of any System, regardless of how you access or use it. **It does not apply to Our data collection activities outside of the System (unless otherwise stated below or at the time of collection), such as data independently collected from you by your employer which is a franchisee of LCE, such as through the use of your employer's systems**. For certain parts or features of the System, there may be additional notices about information practices and choices. Please read those additional privacy disclosures to understand how they apply to you.

If you are a California resident, please see our U.S. State Privacy Notice (available at https://littlecaesars.com/en-us/legal/privacy-policy/#s11) which applies to our processing of business-to-business data subjects (which you would be classified as, as an employee of a LCE franchisee) and includes disclosures to address compliance with the California Consumer Privacy Act.

By visiting or otherwise using the System, you agree to the **Caesar Vision Authorized User End User License Agreement** (Addendum C) and consent to Our data collection, use, and disclosure practices, and other activities as described in this Privacy Policy, and any additional privacy statements that may be posted on an applicable part of the System. If you do not agree and consent, please discontinue use of the System.

Notably, this Privacy Policy does not apply to information about you that we process on behalf of another party, such as a Little Caesar's franchisee of which you are an employee, or with which you have a business relationship and that has authorized you to access the System on its behalf. Similarly, as discussed in further detail below, this Privacy Policy does not apply to the data collection and processing practices of any Third-Party Services (defined below).

1. INFORMATION WE COLLECT

A. Information about You that You Provide. We and/or Our Service Providers (defined below) may collect information you provide directly to Us and/or Our Service Providers via the System. For example, We collect information when you use or register for or are authorized to use the System, post on the System, or communicate or transact through the System. In addition, when you interact with Third-Party Services (defined below), you may be able to provide information to those third parties.

Information that We, Our Service Providers and/or Third-Party Services may collect from you includes: your first and last name, store locations, e-mail address, user name, Third-Party Services logins and other credentials, phone number, address, payment information and other information that personally identifies you (**"Personally Identifiable Information"**).

B. Information Collected Automatically. We, Our Service Providers, and/or Third-Party Services may also automatically collect certain information about you when you access or use the System ("Usage Information"). Usage Information may include IP address, device identifier, browser type, operating system, information about your use of the System, device you use, the web page you visited before coming to our sites, and identifiers associated with your devices and your devices (depending on their settings) may also transmit location information to the System.

The methods that may be used on the System to collect Usage Information include:

- **Log Information:** Log information is data about your use of the System, such as IP address, browser type, Internet service provider, referring/exit pages, operating system, date/time stamps, and related data, and may be stored in log files.

- **Collected by Cookies and Other Tracking Technologies:** Cookies, web beacons (also known as "tracking pixels"), embedded scripts, location-identifying technologies, device recognition technologies, in-app tracking methods, device and activity monitoring and other tracking technologies now and hereafter developed ("Tracking Technologies") may be used to collect information about interactions with the System or e-mails, including information about your usage of the System.

We are giving you notice of the Tracking Technologies and your choices regarding them below so your consent to encountering them is meaningfully informed.

C. Information We Collect From Other Sources. We may also obtain information about you from other sources, including Service Providers and Third-Party Services. We are not responsible nor liable for the accuracy of the information provided by third parties or for third party policies or practices.

D. Limitations. To the extent any non-PII, or PII collected outside of the System or by Third-Party Services, is combined by or on behalf of Us with Personally Identifiable Information We collect directly from you on the System ("Company-Collected PII"), We will treat it in accordance with this Privacy Policy. Notwithstanding the foregoing or anything to the contrary, unless required by applicable law, this Privacy Policy is not intended to limit Our activities regarding information that does not personally identify you such that it does not constitute PII, including PII that has been "De-identified" (i.e., the removal or modification of the personally identifiable elements, or the extraction of non-personally identifiable elements), and non-Company-Collected PII (including third-party-sourced, or non-System-sourced, information) that is not combined with Company-Collected PII.

The definition of "personal information" under certain state laws differs from the definition of PII used in this Privacy Policy.

2. HOW WE USE THE INFORMATION WE OBTAIN

We may use information about you for any purposes not inconsistent with Our statements under this Privacy Policy, or otherwise made by Us in writing at the point of collection, and not prohibited by applicable law, including, without limitation, the following:

- Allow you to participate in the features We offer on the System;
- Facilitate, manage, personalize, and improve the Caesar Vision platform;
- Process your registration, manage your account and/or upload your User Generated Content ("UGC"). For more on the public nature of UGC, see **Information You Disclose Publicly (see Section 3.E)**;
- Transact with you, provide services or information you request, respond to your comments, questions and requests, serve you content and/or advertising, and send you notices;
- Our and Our Affiliates' marketing and other purposes;
- Provide, improve, protect, and promote the System and other products and services, and for any business purposes;
- Understand how you use our products and customize your experience;
- Provide customer support;
- Respond to your inquiries and requests;
- Fix issues and problems with our products and services;
- Store your interests and preferences and tailor our content, advertisements, and offers;
- Fulfill other purposes disclosed at the time you provide information or otherwise where We are legally permitted or are required to do so; and
- Prevent and address fraud, breach of policies or terms, and threats or harm.

We may also aggregate or anonymize information, or otherwise process it in a way such that it no longer constitutes personal information, and use such non-personal information for our business purposes (such as research and marketing).

We may contact you for marketing purposes. Please visit **Tracking and Communications Options (see Section 9)** for information regarding your choices as to promotional communications.

3. INFORMATION WE SHARE WITH THIRD PARTIES

Generally, We may share information about you for any purposes not inconsistent with Our statements under this Privacy Policy, or otherwise made by Us in writing at the point of collection, and not prohibited by applicable law, including, without limitation, the following:

- With our agents, vendors, consultants, and other service providers (collectively **"Service Providers"**) in connection with their work on our behalf, including assisting in the provision of the System. These parties provide services such as authentication, billing and collections, payment processing, customer support, or data storage. We contractually require these Service Providers to protect your personal information and use it in a manner that is consistent with this Privacy Policy.

- If We believe your actions are inconsistent with our terms of use or other applicable terms or policies, or to protect the rights, property, life, health, security and safety of Us, the System, or its users, or any third party;

- To comply with law, law enforcement or other legal process, and, where permitted, in response to governmental requests or legal process (for example, a court order, search warrant or subpoena); and

- In other circumstances in which We have a good faith belief that a crime has been or is being committed by a user.

In addition, We may share information about you as follows:

- ***Marketing:*** Subject to your communications choices explained in **Tracking and Communications Options (see Section 9)**, We may use or share your information to send you marketing communications or in order for another party to send you marketing communications.

- ***With Your Disclosure or Consent:*** As more fully described in **Information You Disclose Publicly or to Others (see Section 3.E)** and **Third-Party Content, Third-Party Services, and Analytics (see Section 4)**, your activities on the System may, by their nature, result in the sharing of your information with third parties and by engaging in these activities you consent to that and further sharing and disclosure to third parties. Such third-party data receipt and collection is subject to the privacy and business practices of that third party, not Us.

- ***Corporate Transactions:*** In addition, We may share information about you in connection with or during negotiations of any proposed or actual financing of our business, or merger, purchase, sale, joint venture, or any other type of acquisition, business combination, or reorganization of all or any portion of Our assets, or transfer of all or a portion of Our business to another company, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding ("Corporate Transactions").

- ***Sweepstakes, Contests, and Promotions:*** We may offer sweepstakes, contests, and other promotions (each, a **"Promotion"**), including Promotions jointly sponsored or offered by third parties, which may require submitting Personally Identifiable Information and other information. If you voluntarily choose to enter a Promotion, your information, including Personally Identifiable Information, may be disclosed to Us, co-sponsors, Service Providers, and other third parties, including for administrative purposes and as required by law (*e.g.*, on a winners list). By entering, you are agreeing to the official rules that govern that Promotion, which may include consent to additional or differing data practices from those contained in this Privacy Policy. Please review those rules carefully.

- ***Information You Disclose Publicly or to Others:*** The Service may permit you to post or submit UGC including, without limitation, written content, user profiles, audio or visual recordings, computer graphics, pictures, data, or other content, including Personally Identifiable Information. If you choose to submit UGC to any public area of the Service, to the extent public areas are made available to you, your UGC will be considered "public"

and will be accessible by anyone, including Us. Notwithstanding anything to the contrary, unless otherwise explicitly agreed by Us, Personally Identifiable Information included in UGC is not subject to Our usage or sharing limitations, or other obligations, regarding Company-Collected PII or other Personally Identifiable Information under this Privacy Policy or otherwise, and may be used and shared by Us and third parties to the fullest extent not prohibited by applicable law. We encourage you to exercise caution when making decisions about what you disclose in such public areas.

Additionally, the Service may offer you the option to send a communication to a friend or other contact. If so, We rely on you to only send to people that have given you permission to do so. The recipient's Personally Identifiable Information you provide (*e.g.*, name, e-mail address) will be used to facilitate the communication, but not used by Us for any other marketing purpose unless We obtain consent from that person. Your contact information and message may be included in the communication.

4. THIRD-PARTY CONTENT, THIRD-PARTY SERVICES, AND ANALYTICS

The System may include or link to third-party websites, apps, locations, platforms, code (e.g., plug-ins, application programming interfaces ("**API**"), and software development kits ("**SDKs**")) or other services (**"Third-Party Service(s)"**). These Third-Party Services may use their own cookies, web beacons, and other Tracking Technology to independently collect information about you and may solicit Personally Identifiable Information from you.

Certain functionalities on the System permit interactions that you initiate between the System and certain Third-Party Services (including without limitation, Altametrics, ZipClock, Gateway, etc.). Examples of such interactions include connecting the System to a Third-Party Service (e.g., to pull or push information to or from the System). If you enable such interactions, both We and the third party may have access to certain information about you and your use of the System and any Third-Party Service.

We are not responsible for, and make no representations regarding, the policies or business practices of any third parties, including, without limitation, analytics Service Providers and Third-Party Services associated with the System, and encourage you to familiarize yourself with and consult their privacy policies and terms of use. See **Tracking and Communications Options (see Section 9)** for more on certain choices offered by some third parties regarding their data collection and use, including regarding Interest-based Advertising and analytics.

5. DATA SECURITY AND MONITORING; RETENTION

The security of your personal information is important to us. We follow generally accepted standards to protect the personal information submitted to us (excluding public UGC) from loss, theft, misuse and unauthorized access, disclosure, alteration, and destruction, both during transmission and once it is received. Nevertheless, transmission via the Internet and online digital storage are not completely secure and We do not guarantee the security of your information collected through the System. If you have any questions about the security of your personal information, you can contact us as set forth in **Contact Us (see Section 11)** below.

We will retain your personal information for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law, for legal, tax or regulatory reasons, or other lawful purposes.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

6. INTERNATIONAL TRANSFER

We are based in the U.S. and the information We and Our Service Providers collect is governed by U.S. law. If you are accessing the System from outside of the U.S., please be aware that information collected through the System may be transferred to, processed, stored, and used in the U.S. Data protection laws in the U.S. may be different from those of your country of residence. Your use of the System or provision of any information therefore constitutes your consent to the transfer to and from, processing, usage, sharing, and storage of your information, including Personally Identifiable Information, in the U.S. as set forth in this Privacy Policy.

7. CHILDREN'S PRIVACY

The System is intended for a general audience and not directed to children less than 13 years of age. We do not intend to collect personal information as defined by the U.S. Children's Online Privacy Protection Act ("**COPPA**") (**"Children's Personal Information"**) in a manner that is not permitted by COPPA. If We obtain knowledge that We have collected Children's Personal Information in a manner not permitted by COPPA, We will remove such data to the extent required by COPPA.

8. ACCESSING AND CHANGING INFORMATION

To the extent required by applicable law, We may provide web pages or other mechanisms allowing you to delete, correct, or update some of your information that We have collected and retained, and potentially certain other information about you (e.g., profile and account information). Further, We reserve the right to retain data (a) as required by applicable law; and (b) for so long as reasonably necessary to fulfill the purposes for which the data is retained except to the extent prohibited by applicable law.

9. TRACKING AND COMMUNICATIONS OPTIONS

A. Tracking Technologies Generally. Regular cookies may generally be disabled or removed by tools available as part of most commercial browsers, and in some instances blocked in the future by selecting certain settings. Browsers offer different functionalities and options, so you may need to set them separately. Also, tools from browsers may not be effective with regard to certain Tracking Technologies. Please be aware that if you disable or remove these technologies, some parts of the System may not work and when you revisit the System your

ability to limit browser-based Tracking Technologies is subject to your browser settings and limitations.

Your browser settings may allow you to automatically transmit a "Do Not Track" signal to online services you visit. Like many online services, We currently do not alter Our practices when We receive a "Do Not Track" signal from a visitor's browser. To find out more about "Do Not Track," you can visit **http://www.allaboutdnt.com**, but We are not responsible for the completeness or accuracy of this third-party information. For specific information on some of the choice options offered by third party analytics and advertising providers, see the next section.

B. Analytics Technologies. You may exercise choices regarding the use of certain Tracking Technologies, including from Google Analytics by going to https://tools.google.com/dlpage/gaoptout or from Adobe Analytics by going to http://www.adobe.com/privacy/opt-out.html (as applicable).

C. Mobile Apps. With respect to Our mobile apps ("apps"), as applicable, you can stop all collection of data generated by use of the app by uninstalling the app. Also, you may be able to exercise specific privacy choices, such as enabling or disabling certain features (e.g., tracking across apps and websites owned by other online services, location-based services, push notifications, accessing calendar/contacts/photos, etc.), by adjusting the permissions in your mobile device and/or the app's settings.

D. Communications. You can opt out of receiving certain promotional communications from Us at any time by (i) for promotional e-mails, following the instructions provided in emails to click on the unsubscribe link, or if available by changing your communication preferences by logging onto your account; (ii) for text messages, following the instructions provided in text messages from Us to text the word, "STOP"; and (iii) for app push notifications turn off push notifications on the settings of your device and/or the app, as applicable. Please note that your opt-out is limited to the e-mail address or phone number used and will not affect subsequent subscriptions. If you opt-out of only certain communications, other subscription communications may continue. Even if you opt out of receiving promotional communications, We may, subject to applicable law, continue to send you non-promotional communications, such as those about your account, transactions, servicing, or Our ongoing business relations.

10. CHANGES TO THIS PRIVACY POLICY

We reserve the right to change this Privacy Policy prospectively effective upon the posting of the revised Privacy Policy and your use of our System indicates your consent to the privacy policy posted at the time of use. To the extent any provision of this Privacy Policy is found by a competent tribunal to be invalid or unenforceable, such provision shall be severed to the extent necessary for the remainder to be valid and enforceable.

If we change our privacy policies and procedures materially, we will post those changes to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted on this page. When we change the policy in a material manner we will update the 'effective date' at the top of this

page, and we may also notify you of the change via email or other prominent notice posted on this site or the System.

11. CONTACT US

If you have any questions about this Privacy Policy, please contact Us at privacy@lcecorp.com.

//End Privacy Policy//

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EXHIBIT N

RELEASE TO BE SIGNED IN CONNECTION WITH RENEWAL OR TRANSFER OF AN EXISTING FRANCHISE OR THE PURCHASE OF AN ADDITIONAL FRANCHISE

[THIS CURRENT FORM DOCUMENT IS SUBJECT TO CHANGE OVER TIME.]

RELEASE

For and in consideration of Little Caesar Enterprises, Inc. and/or LC Trademarks, Inc. agreeing to and entering into a franchise agreement(s) with or by or through any of the undersigned, and for other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned agree as follows as of _____ (the "Effective Date"):

1. Release of the LCE Parties.

a. As used herein, the following terms have the following meanings:

(i) "Releasing Parties" means the undersigned, individually and on behalf of and including their franchised entity, as well as any subsidiaries, affiliates and related entities and all of their respective past, present and future officers, directors, shareholders, employees, agents, representatives, predecessors, successors and assigns.

(ii) "LCE Parties" means Little Caesar Enterprises, Inc. (including its wholly owned subsidiary Blue Line Foodservice Distribution, Inc.), LC Trademarks, Inc., their affiliated and related entities, and all of their respective past, present and future officers, directors, shareholders, employees, agents, representatives, predecessors, successors and assigns.

(iii) "Claim" means any and all complaints, claims, liabilities, damages, losses, injuries, actions, causes of action, suits, debts and expenses (including without limitation attorney fees) of every nature, kind, or description whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, direct or indirect, which the Releasing Parties have or may have, arising out of any matter, fact, event, omission, or occurrence whatsoever.

b. The Releasing Parties release and forever discharge the LCE Parties from all Claims occurring or omitted prior and up to the Effective Date.

c. The undersigned expressly intend that this Release be as broad as permitted by law.

d. This Release may be pleaded as a full and complete defense to, and may be used as a basis for an injunction against, any action at law, proceeding in equity, or any other judicial or non-judicial proceeding that a Releasing Party, or any other person or entity claiming an interest in the subject matter of this Agreement, may initiate, prosecute, maintain, or continue to maintain or prosecute in breach hereof.

e. Waiver of Rights Under Section 1542. If any of the undersigned's store(s) are located in California, and if Section 1542 of the Civil Code of the State of California were to apply to any part of this Release, then the undersigned understands and agrees that this Release extends to all Claims and the undersigned expressly waives all rights under Section 1542. Section 1542 reads as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

2. Miscellaneous. The terms of this Release shall be governed by and interpreted under Michigan law, without reference to Michigan conflicts of laws provisions. Any action between the parties concerning this Release shall be brought in the federal court covering the location at which LCE has its principal place of business at the time the action is commenced or, if the federal court would not have subject matter jurisdiction, the state court within the judicial district in which LCE has its principal place of

business at the time the action is commenced. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

3. **Applicability.** This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

4. **Acknowledgement.** The undersigned, in executing this Release, represent(s) that it, he, she and/or they have carefully read it, know the contents thereof, and execute it voluntarily and with full knowledge of its significance.

By: _____

Its: _____

By: _____

Its: _____

By: _____

Its: _____

_____
, individually

_____
, individually

_____
, individually

EXHIBIT O

TRANSFER ADDENDUM

LITTLE CAESAR ENTERPRISES, INC.

TRANSFER ADDENDUM

FRANCHISE #

This Transfer Addendum (the "Addendum") is made and entered into on _____, by and between Little Caesar Enterprises, Inc., a Michigan corporation with its principal place of business at 2125 Woodward Avenue, Detroit, Michigan 48201 ("**Little Caesar**"), and _____ (**"Franchisee"**) with its principal place of business at _____.

RECITALS

A. Little Caesar and Franchisee have entered into a Franchise Agreement ("**Franchise Agreement**"), simultaneously with this Addendum as part of Franchisee's acquisition of the assets of the Little Caesars® franchise identified by the number above (the "**Purchase**").

B. Little Caesar and Franchisee have agreed that the expiration date of the Franchise Agreement and the term of any renewal option shall be identical to those in the franchise agreement of the selling franchisee at the time of transfer.

C. All terms not otherwise defined in this Transfer Addendum shall have the same meaning as in the Franchise Agreement.

The parties agree as follows:

1. The Franchise Agreement will expire on _____.

2. Any provisions of the Franchise Agreement which are contrary to or inconsistent with Section 1 of this Addendum shall be null and void and of no force or effect.

3. As provided in the franchise agreement of the selling franchisee, an express condition of the Purchase is that Franchisee, at its expense and within the time specified by Little Caesar, will refurbish, remodel, or otherwise change the Restaurant premises to conform to the then-current standards and specifications of the System. Little Caesar's right to specify the time for refurbishment of the Restaurant will survive the Purchase and will supersede any provisions of the Franchise Agreement that would otherwise limit the deadline that Little Caesar may specify for refurbishment.

4. This Addendum is an integral part of the Franchise Agreement. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have hereto executed and delivered this Transfer Addendum on the day and year first above written.

ATTEST:

_____

LITTLE CAESAR ENTERPRISES, INC.

By: _____
Name: _____
Title: _____

ATTEST:

_____

FRANCHISEE

By: _____
Name: _____
Title: _____

EXHIBIT P

TRANSFER ADDENDUM – NO RIGHT TO RENEW

LITTLE CAESAR ENTERPRISES, INC.

TRANSFER ADDENDUM – NO RIGHT TO RENEW

FRANCHISE: **#**

This Transfer Addendum (the "Addendum") is made and entered into on _____, by and between Little Caesar Enterprises, Inc. a Michigan corporation with its principal place of business at 2125 Woodward Avenue, Detroit, Michigan 48201 ("**Little Caesar**") and _____ ("**Franchisee**") with its principal place of business at _____.

RECITALS

A. Little Caesar and Franchisee have entered into a Franchise Agreement ("**Franchise Agreement**"), simultaneously with this Addendum as part of Franchisee's acquisition of the assets of the Little Caesars® franchise identified by the number above (the "**Purchase**").

B. Little Caesar and Franchisee have agreed that the expiration date of the Franchise Agreement and the term of any renewal option shall be identical to the expiration date in the franchise agreement of the selling franchisee at the time of transfer.

C. All terms not otherwise defined in this Transfer Addendum shall have the same meaning as in the Franchise Agreement.

The parties agree as follows:

1. The Franchise Agreement will expire on _____.

2. Franchisee shall have **no right to renew** the Franchise Agreement or any rights granted thereunder upon the expiration of the Franchise Agreement as set forth in Section 1.

3. As provided in the franchise agreement of the selling franchisee, an express condition of the Purchase is that Franchisee, at its expense and within the time specified by Little Caesar, will refurbish, remodel or otherwise change the Restaurant premises to conform to the then current standards and specifications of the System. Little Caesar's right to specify the time for refurbishment of the Restaurant will survive the Purchase and will supersede any provisions of the Franchise Agreement that would otherwise limit the deadline that Little Caesar may specify for refurbishment.

4. Any provisions of the Franchise Agreement which are contrary to or inconsistent with Section 1 and 2 of this Addendum shall be null and void and of no force or effect.

5. This Addendum is an integral part of the Franchise Agreement. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

[Signatures to follow]

IN WITNESS WHEREOF, the parties have hereto executed and delivered this Transfer Addendum on the day and year first above written.

ATTEST:

LITTLE CAESAR ENTERPRISES, INC.

_____

By: _____
Name: _____
Title: _____

ATTEST:

FRANCHISEE

_____

By: _____
Name: _____
Title: _____

EXHIBIT Q

PRICING ACKNOWLEDGMENT

Pricing Acknowledgment

The undersigned represents that store number #_____ will comply with Section 5.12 of the Franchise Agreement. Without limiting the foregoing, the undersigned agrees that the store(s) identified above will sell large pepperoni pizzas for not more than a price maximum designated by Little Caesar Enterprises, Inc. ("LCE") and will follow all nationally advertised maximum pricing, which applies to the following unless otherwise specified by LCE:

- Classic large pepperoni pizza
- EMB at $1 more than classic large pepperoni pizza
- Honor LTO/Promotion pricing during national promotions

Dated: _____

FRANCHISEE

_____

_____

LITTLE CAESAR ENTERPRISES, INC.

_____
Name:
Title:

EXHIBIT R

RIDER TO CONTRACT FOR SALE

RIDER TO CONTRACT FOR SALE

LITTLE CAESAR ENTERPRISES, INC. (**"Franchisor", "we", "us" and "our"**) is pleased to consider your proposed agreement to transfer one or more Little Caesars® restaurants (the "**Restaurants**") pursuant to a purchase and sale agreement (the "**Contract for Sale**" or "**CFS**") for our approval.

PLEASE CAREFULLY READ THIS RIDER TO CONTRACT FOR SALE (the "Rider"). IT: PROVIDES IMPORTANT INFORMATION ABOUT OUR REQUIREMENTS FOR THE PROPOSED TRANSFER; CONTAINS INFORMATION FOR BOTH SELLER AND BUYER; AND REQUIRES THAT SELLER AND BUYER MAKE CERTAIN REPRESENTATIONS AND PROVIDE CERTAIN IMPORTANT INFORMATION TO US.

Section I. Effect of Rider, Automatic Rejection in Certain Circumstances; Our Requirements.

1.1 Effect of Rider. **ONCE FULLY EXECUTED, THIS RIDER CONSTITUTES A PART OF YOUR CFS, AND IT MAY CONTAIN PROVISIONS THAT CONFLICT WITH PROVISIONS IN THE CFS. IN THE EVENT OF ANY SUCH CONFLICT, THE PROVISION IN THIS RIDER SHALL CONTROL**.

1.2 Automatic Rejection of the Proposed Transfer in Certain Circumstances. The proposed transfer is deemed ***automatically rejected***, without the need for notice to Seller or Buyer, if all of the following documents are not delivered to us simultaneously: (a) The completed, fully executed CFS (including all documents attached to it or referenced in it); and (b) this Rider, completed and including the Seller's Addendum, the Buyer's Addendum and all Exhibits referenced therein that are required to be submitted simultaneously with the Rider. Certain of the Buyer's Exhibits may be submitted to us within ten (10) days after submission of the CFS and the Rider, and if those Exhibits are not submitted within that ten (10) day period, then the proposed transfer is deemed automatically rejected, without the need for a further writing from us.

1.3 Seller and Buyer must strictly comply with all transfer requirements set forth or referenced in this Rider, as well as those set forth in Seller's franchise agreement(s) (each a "**Franchise Agreement**"; collectively the "**Franchise Agreements**" or "**Franchise Agreement(s)**"). Seller shall not permit any party that owns a direct, indirect and/or beneficial interest in Seller to transfer that interest without following all of the requirements set out or referenced in this Rider or the Franchise Agreement(s). Our approval of the transfer, if given, will be provided in writing at a later date.

Section II. Information for, and Representations by, both Seller and Buyer

2.1 Right of First Refusal. Under the Franchise Agreement(s), we have a contractual right of first refusal ("ROFR") to purchase any or all of the Restaurant(s) under the terms and conditions set forth in the CFS. Neither our receipt of this executed Rider nor our willingness to commence the process to approve the CFS or qualify the Buyer constitutes a waiver of our ROFR or our right to approve the proposed Buyers or the CFS. The time period in which we must exercise our ROFR does not commence until the date we have received a complete and fully executed CFS, including all exhibits, copies of all other documents that are referenced in the CFS, and any additional information we may require under the Franchise Agreement(s). The inclusion in a CFS of a broker or consulting fee or any other consideration, in addition to or included in the stated sales price, that is the Buyer's (or the Buyer's shareholders, members, officers, directors, employees, agents or affiliates') obligation to pay or honor, constitutes an impermissible encumbrance on our ROFR, and neither we nor any assignee of ours shall be required to pay or honor any such obligation in the event we exercise our ROFR or assign our ROFR rights to a third party. We also reserve the right to disapprove the CFS due to the inclusion of any such provision.

2.2 Terms of Transfer. If we approve the transfer, the closing must occur on the terms and conditions contained in the CFS, with only those changes we require to conform to our requirements as set out or referenced in this Rider or the Franchise Agreement(s). Our approval of the transfer, if granted, will, among other things, be in reliance upon the terms, conditions and representations set forth in the CFS (including all exhibits, riders, and all other documents, agreements or instrument that would create rights or obligations of Buyer, such as lease or a promissory note), the Rider, the Franchise Agreement(s) and in other documentation we require all still being true, complete, accurate as of the date of closing.

2.3 Modification of the CFS. Any modification of the CFS (including any exhibits, riders or other documents, agreements or instruments that would create rights or obligations, such as the Buyer's lease or other real estate agreements related to the transaction, or a promissory note), whether oral or in writing, or any change in the amount or terms of the Buyer's financing if any) must be resubmitted to us in writing. We may have another opportunity to exercise our ROFR to purchase the Restaurant(s) under the modified terms. Any provision in the CFS that purports to permit Buyer to assign its rights under the CFS to another party, in whole or in part, is subject to our prior written approval in each instance, must first be submitted to us, and may trigger another opportunity for us to exercise our ROFR.

2.4 Time of Transfer. No transfer of ownership or possession of, or delegation of the management of, the premises, franchise(s) or business assets shall occur until all of our requirements have been met, including signing all documents we require and paying all monies owed to us. Any attempt to assign one or more Franchise Agreement(s) or to transfer possession or management of one or more Restaurant(s) without our prior written approval is void from its inception and constitutes good cause to terminate the Franchise Agreement(s). In no event shall we, or any assignee of ours in the event we exercise our ROFR, be bound by the closing date in the CFS. Closing may not occur prior to at least fourteen (14) calendar days (or any longer period required by applicable provincial or federal law) after Buyer received our Franchise Disclosure Document ("FDD"), and at least seven (7) days (or any longer period required by applicable law) after Buyer's receipt of closing documents. Our required documents are not binding on us until after our authorized representative counter-executes them and returns them to Buyer and Seller. If the closing does not occur within the time period specified in the ROFR, we may rescind our approval and Seller may need to restart the approval process and resubmit the CFS, Rider and other documentation for our approval.

2.5 Franchise Documents. Seller and Buyer represent to us that Buyer has been provided with a copy of Seller's current Franchise Agreement(s) for each Restaurant proposed to be transferred. At our option, we will either require Buyer to execute an assignment of Seller's Franchise Agreements or require Buyer to execute our then-current, standard form Little Caesars® franchise agreement and all current standard ancillary documents for each Restaurant to be transferred. The current form franchise agreement is an exhibit to our FDD. We may require all persons who own a direct or indirect interest in the franchisee entity, and their spouses, to jointly and severally personally guarantee the performance of franchisee's obligations under a franchise agreement(s) and any other agreements with us. Seller has no right to transfer any location that is not, as of the date of submission of this Rider, already the subject of a fully-executed franchise agreement with us.

2.6 Buyer's Franchise Agreement Term. Each franchise agreement that Buyer signs with us or takes assignment of from Seller will be granted for a term that expires at the end of Seller's existing franchise term, without any renewal rights unless we expressly granted the Seller assignable renewal rights in Seller's Franchise Agreement(s) or in a separate writing signed by our duly authorized executive. If Seller has previously received such assignable renewal rights that are not contained in Seller's Franchise Agreement(s), Seller must attach that writing as Seller's Exhibit 1. We make no representations regarding any franchise term beyond Seller's remaining franchise term, and any provision in the CFS that we will provide renewal rights or additional term is void.

2.7 Territorial Protection; Exclusions from Territorial Protection. **Each franchise agreement that Buyer signs with us will be specific to one location only and although the franchise agreement may provide for a Protected Territory, the rights granted through the Protected Territory are limited.** Please see the current form franchise agreement in the FDD for details. Competition may result not only from other chains and independent restaurants but also from additional restaurants (or other distribution channels) that we now or in the future franchise or operate in the vicinity. Please see the franchise agreements for details. Any CFS provision that would preclude Seller from developing, owning or operating other Little Caesars® restaurants outside of the contractual Protected Territory, if any, is void.

2.8 Buyer Investigation of Other Little Caesars® Restaurants in the Area. Buyer must independently investigate the location of existing or planned Little Caesars® restaurants in the vicinity of the Restaurants proposed to be transferred, and to assess competition that may result from such restaurants. Buyer acknowledges that Franchisor is not selling Buyer a franchise, but rather is merely considering the proposed transfer of an existing franchise. Buyer further acknowledges that Franchisor may approve development now or at any time in the future of additional restaurants that are outside the Protected Territory but in the vicinity of the Restaurants proposed to be transferred. If Seller has received our approval to open a new Little Caesars® restaurant in the vicinity of one of the Restaurants proposed to be transferred, then Seller shall attach a copy of our approval letter as Seller's Exhibit 2. If prior to closing on the transfer the Seller receives our approval for a proposed new Little Caesars® restaurant in the vicinity of one of the Restaurants, then Seller shall promptly deliver to Buyer an updated Seller's Exhibit 2. We do not review or verify Seller's Exhibit 2 as sent to the Buyer.

2.9 Lease Documents. We strongly urge Buyer to carefully review the terms, conditions and validity of the lease for each Restaurant to be transferred. Seller and Buyer represent and warrant that the information supplied to us relating to the lease for each Restaurant is complete (including any and all riders, addenda, and other amendments) and accurate. Seller is solely responsible for obtaining all needed landlord consents for any assignment of lease(s). We may withhold consent to the transfer if the executed lease assignment or landlord consent modifies a lease.

2.10 Third-Party Leases to be Assigned. For each third-party lease that Seller will assign to Buyer: (a) Seller shall attach as Seller's Exhibit 3 to this Rider the current lease (and any documents that amend or extend the terms of the lease, including future renewal terms, if any), (b) Seller, at our request, shall deliver to us at least 15 days before closing a complete copy of the proposed lease assignment; and (c) within 15 days after closing, Buyer shall deliver to us a fully executed lease assignment.

2.11 New Leases. For each Restaurant for which Buyer will execute a new lease, Buyer shall attach as Buyer's Exhibit 1 a copy of the proposed lease. To the extent the final version of the lease is substantively different from the version provided to us previously, we may disapprove the transfer. If Buyer fails to disclose to us the existence of a new lease, such failure will constitute a breach of Buyer's franchise agreement(s).

2.12 Effect of Transfer in "as-is" Condition. A provision in the CFS that seeks to transfer furniture, fixtures, equipment or other assets to Buyer in "as-is" condition" does not reduce or waive Seller's obligation to us to bring each Restaurant up to our standards prior to transfer, as a condition of our approval of transfer. Prior to closing, Seller must correct and repair any deficiencies with respect to brand standards at each Restaurant.

2.13 Payment of Fees and Other Amounts. On or before the closing date, Seller must pay us by certified or bank check, a check from the attorney's escrow account, or wire transfer all royalty fees, advertising fees, transfer fees, promissory or demand notes, taxes, collection fees, interest on overdue receivables, and other amounts due and owning under Seller's Franchise Agreement(s) and other agreements with us or our affiliates.

2.14 Limitation on Liens, Intellectual Property; Security Interests. To the fullest extent permitted by law, we will not permit Seller or any financing institution to have an after-acquired property clause in any security

agreement or financing statement that covers Buyer's trade fixtures, furniture, equipment, machinery, signors or similar property in the Restaurant(s), unless such clause by its express terms is subordinated to any purchase money financing for the after-acquired property. Seller has no rights or interest in the tradenames, trademarks or other intellectual property rights of Franchisor or its affiliates, and Seller shall not reserve or permit any security interest in our tradenames, trademarks or other proprietary marks or intellectual property rights. We do not permit any reversionary or other security interest to be granted to or reserved by Seller in any franchise agreement or lease.

2.15 Total Consideration. Seller and Buyer jointly and severally represent and warrant to us that all of the consideration to be received by the Seller and the Buyer for the Restaurant(s) is set forth in the CFS and that there are no other payments or consideration directly or indirectly relating to the transfer of any Restaurant or any other rights (including those related to the real estate premises) associated with any of Seller's franchise(s). Any breach of this warranty will constitute fraud and a material breach of each Restaurant's Franchise Agreement (and any new franchise agreements executed by Buyer), giving us the right to invoke all of our contractual, legal and equitable remedies.

2.16 Breakout of Purchase Price for Multiple Restaurants. If the CFS is for multiple restaurants, then upon our request Seller and Buyer agree to break out the purchase price of each Restaurant separately.

2.15 Additional Requirements. This Rider is not intended to include all requirements, obligations and disclosures. Please see our FDD, the franchise agreement contained in the FDD, and Seller's Franchise Agreement(s) and lease (if applicable) for additional requirements.

Section III. Representations and Indemnification by Seller.

Seller represents that it has had ample opportunity to obtain legal and accounting counsel regarding the sale of the Restaurant(s), and that Seller has permitted Buyer the opportunity to independently investigate Seller's books and records for each Restaurant. Seller indemnifies, and agrees to defend and hold us and our successors, assigns, affiliates, officers, directors, employees and agents harmless from any claim relating to any statements and representations that Seller, or anyone on Seller's behalf, made to Buyer relating to the Restaurant(s) and the prospects for achieving any expected levels or range of sales, costs or profitability of the Restaurants. Seller represents that it has disclosed to Buyer all of Seller's outstanding debts and obligations related to the Restaurant(s).

Section IV. Information For, and Representations by, Buyer.

4.1 Franchise Application. As part of the approval process, each individual, shareholder, member and partner of Buyer must separately complete our current online application form and provide us with personal data and detailed information about their financial and other qualifications, within ten (10) days of submission of this Rider. All required documents must be fully and timely completed and submitted. We will send a link to the application form to Buyer at the email address(es) supplied by Buyer in this Rider. Buyer agrees to provide us with any additional information we may require regarding the transfer and with respect to Buyer, or any of its individuals, shareholders, members or partners. Each individual, shareholder, member and partner (and their respective spouses) of Buyer must also sign a disclosure receipt for our current FDD. If we do not already have a signed receipt for the current FDD for each individual, shareholder, member and partner (and their respective spouses), then each such person must complete and submit the FDD receipt to us within ten (10) days of submission of the Rider. We will send a link to the FDD to each such person.

4.2 Single-Purpose Entity. Buyer must either attach to this Rider a copy of the applicable organizing documents as Buyer's Exhibit 2 or deliver such documents to us within ten (10) days of the date we conditionally approve the transfer in writing. The organizing documentation for Buyer's entity must state that the entity's purpose is limited to activities related to developing, owning and operating Little Caesar®

restaurants. Buyer acknowledges that there are limitations on words and letters that Buyer may use as part of its legal entity name, and that Buyer may not use words such as “Little”, “Caesar”, “Caesars” or “LC”. Please see the franchise agreement(s) for details.

4.3 Preparation of Documents. If we preliminarily approve the terms of transfer and we have received Buyer’s legal entity documentation and any other documentation we require, we will prepare closing documents in the names of the individuals and entities set forth in Buyer’s Addendum. If the documents provided to us indicate that there are other individuals or entities with a direct or indirect interest in Buyer that were not listed in the Buyer’s Addendum to this Rider, we reserve the right to reject the proposed transfer.

4.4 Buyer’s Qualifications. Every one of the Buyers must comply with and meet our current franchising requirements and qualifications as a condition of our approval. Buyer must meet our minimum net worth and liquidity requirements for the aggregate number of restaurants Buyer would own and operate as a result of the transfer of the Restaurants. Each individual, shareholder, member and partner (and their respective spouses) of the Buyer must submit a completed financial summary (including Assets, Liabilities and Net Worth) along with proof of assets, including copies of the last three (3) months of complete bank and investment (brokerage, etc.) statements, and the most recent federal tax return must be submitted as Buyer’s Exhibit 3, with the Rider or within ten (10) days of the submission of the Rider. With few exceptions, we also require every direct or indirect shareholder, member or partner of Buyer to be interviewed by us. Our approval will not be granted if the Development Department and Franchise Services do not provide a favorable assessment of Buyer during the interview(s). If an individual, shareholder, member or partner of Buyer is already a direct or indirect owner of a Little Caesars® franchise, we may not require such individual(s) to submit all of the information required for an individual who is new to the Little Caesars® system. Buyer and/or each individual, shareholder, member and/or partner (and their respective spouses) of Buyer also must submit the documentation required of them in Buyer’s Exhibit 4, Buyer’s Exhibit 5, and Buyer’s Exhibit 6 within the time periods specified in the section entitled “BUYER’S EXHIBITS”. Please see Section V for important details.

4.5 Training Requirements; Buyer Responsibility for Its Costs and Expenses. Buyer must successfully complete all training requirements as a condition of our final approval. The approval process typically takes several weeks, and it takes longer if Buyer has not already successfully completed all required training. Our willingness to permit Buyer to attend training is not evidence of our approval of Buyer or the transfer. Whether or not Buyer is ultimately approved, or the transfer occurs, we are not responsible for any costs or expenses that Buyer or any individual, shareholder, member or partner of Buyer incurs in connection in evaluating and purchasing Seller’s business, in meeting our requirements, or attending training. We are not responsible for any employment or other decisions or financial commitments or decisions made by Buyer or any individual, shareholder, member or partner of Buyer in anticipation of our approval of the proposed transaction or of Buyer as the franchisee.

4.6 Buyer’s Due Diligence; Buyer Representations. Buyer represents and warrants that: it has had ample opportunity to obtain legal and accounting counsel regarding the purchase of the Restaurant(s), and the terms and conditions of our approval; and that Buyer has independently investigated Seller’s books and records for each Restaurant and that our representatives have made no representations to Buyer about the value of, profitability of, or prospects for sustaining any level of sales or profitability at any Restaurant to be transferred under the CFS. Seller is an independent franchisee and not our agent or representative, and that none of Seller’s representations may be imputed to us.

4.7 Seller’s Outstanding Debts and Existing Service Contracts (if any). We urge Buyer to ascertain all outstanding debts and obligations owed by Seller. We do not monitor or collect debts owed by franchisees to third parties. We also urge Buyer to inquire about the obligations to assume certain existing service contracts, including without limitation those relating to help desk or maintenance services required for the Restaurant’s POS system, Caesar Vision, Pizza Portal and the required third-party delivery companies. Suppliers of certain

system services may allow Buyer to assume the Seller's existing contracts or they may require that Buyer enter into new contracts.

4.8 Inquiry Regarding Condition of the Premises. We strongly urge Buyer to obtain independent professional advice regarding the condition and compliance of each Restaurant and its equipment. Applicable laws, codes and ordinances that govern the possession and operation of the Restaurants may have changed during Seller's operation of the Restaurant(s). Buyer must determine on its own whether each Restaurant is in compliance with applicable laws. Buyer must ensure that any changes, modifications, repairs or necessary improvements are made in accordance with the law prior to commencing business operations. Buyer acknowledges that within the time specified in the Franchise Agreement(s), Buyer also is obligated to refurbish, remodel or otherwise upgrade the Restaurant premises to conform to our then-current standards and specifications.

4.9 Organizational, Training and Marketing Plans; *Pro Formas* and Break-Even Analyses. We may require Buyer to develop and share with us their organizational, training and marketing plans to help us see how Buyer conceptualizes its start-up and on-going operations of the business. While we may review Buyer's plans, we do not validate, approve or disapprove them. We also may require Buyers to provide to us financial information and projections, including *pro formas* and break-even analyses. And while we may review internally your financial information or projections to help satisfy us that you are capable of preparing financial documents, we do not review them with you or validate, approve or disapprove them. Our failure to comment on any such plans shall not be construed as approval. In fact, none of our representatives is authorized to comment on Buyer's financial information or projections. We urge Buyer to compare its financial information with numbers it obtains from existing franchisees and with any numbers we may provide in the FDD.

4.11 Authority to Make Changes. Other than to correct typographical errors, no change, addition or deletion (a) may be made to this Rider or to any of our closing documents, or (b) shall be binding on us unless the specific change, addition or deletion is acknowledged in writing, in advance, by one of our duly authorized representatives. Any other change, addition or deletion shall be considered an error and the document shall be considered void from the inception.

4.12 Neither our delivery of this Rider nor our willingness to start assessing the proposed transfer or the qualifications of the Buyer shall be construed to supersede any prior Notice of Termination delivered to either the Seller or Buyer, nor does it constitute a waiver of any rights pursuant to such Notice. We reserve all such rights.

4.13 SELLER AND BUYER REPRESENT TO US THAT THE INFORMATION THEY HAVE PROVIDED IN THIS RIDER AND THE ATTACHED SELLER'S AND BUYER'S ADDENDUM, AND THE EXHIBITS THEY HAVE PROVIDED OR WILL PROVIDE PURSUANT TO THE RIDER ARE ALL TRUE, ACCURATE, AND COMPLETE.

4.14 SELLER AND BUYER AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS RIDER AND ACKNOWLEDGE THAT FRANCHISOR WILL RELY ON THE INFORMATION PROVIDED IN OR PURSUANT TO THIS RIDER (AND ANY OTHER INFORMATION WE REQUIRE YOU TO COMPLETE) IN EVALUATING THE PROPOSED TRANSFER AND EVALUATING THE BUYER'S APPLICATION FOR APPROVAL AS OUR FRANCHISEE.

[The Seller's and Buyer's respective Signature Pages, Exhibit Checklists, and Addenda follow this page]

SELLER SIGNATURE PAGE

Seller acknowledges that Franchisor will rely on the information provided by Buyer and Seller in the CFS and in the Rider, including without limitation all addenda, exhibits and other documents referenced in CFS or the Rider.	
Authorized Signatories of Seller Entity(ies) for the Acknowledgment:	
(Insert entity name):	(Insert entity name):
Authorized Signature	Authorized Signature
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:
(insert entity name):	(Insert entity name):
Authorized Signature	Authorized Signature
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:
All shareholders, members and/or partners with a direct or indirect interest in Seller Entity(ies) must sign individually below:	
Signature:	Signature:
Print Name:	Print Name:
Individually Dated:	Individually Dated:
Signature:	Signature:
Print Name:	Print Name:
Individually Dated:	Individually Dated:

BUYER SIGNATURE PAGE

Buyer acknowledges that Franchisor will rely on the information provided by Buyer and Seller in the CFS and in the Rider, including without limitation all addenda, exhibits and other documents referenced in the CFS or the Rider.	
Authorized Signatories of Buyer Entity(ies) for the acknowledgment:	
(insert entity name):	(Insert entity name):
Authorized Signature	Authorized Signature
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:
(insert entity name):	(Insert entity name):
Authorized Signature	Authorized Signature
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:
All shareholders, members and/or partners with a direct or indirect interest in Buyer Entity(ies) must sign individually below:	
Signature:	Signature:
Print Name:	Print Name:
Individually Dated:	Individually Dated:
Signature:	Signature:
Print Name:	Print Name:
Individually Dated:	Individually Dated:

SECTION V

EXHIBIT CHECKLIST

Please refer to the Rider for additional information regarding the exhibits below.

SELLER'S EXHIBITS (Seller should check each applicable box):

☐	**Seller's Exhibit 1**: Any writing signed by FRANCHISOR relating to additional franchise term beyond the current expiration date for a Restaurant. This must be submitted simultaneously with the Rider.
☐	**Seller's Exhibit 2**: A copy of the approval letter received by Seller, if applicable. This must be simultaneously submitted with the Rider.
☐	**Seller's Exhibit 3**: The existing lease for each Restaurant proposed to be transferred (and any documents that amend or extend the terms of the lease, including future renewal terms, if any). This must be submitted simultaneously with the Rider.

BUYER'S EXHIBITS (where applicable, Buyer should check the applicable box as to whether the Exhibit is being submitted with the Rider or will be provided separately within the required timeframe):

The Buyer must submit all of these items and materials to us:	
Exhibit 1 is attached ☐ Not Applicable ☐	**Buyer's Exhibit 1**. If applicable, a copy of the proposed lease between Buyer and the landlord for each Restaurant to be transferred. Note: this writing must set out the financial terms and the term. This Exhibit must be attached to the Rider when the Rider is submitted to us. Please check "Not Applicable" if there isn't a proposed lease, lease amendment or letter of intent between Buyer and landlord.
Exhibit 2 is attached ☐ Exhibit 2 will be submitted within 10 days of the date Franchisor conditionally approves the transfer in writing ☐	**Buyer's Exhibit 2**. Buyer must either attach to this Rider a copy of the applicable organizing documents for the corporation, limited liability company, or partnership as Buyer's Exhibit 2 or deliver such documents to us ***within ten (10) days of the date we conditionally approve the transfer in writing.***

Exhibit 3 is attached ☐ Exhibit 3 will be submitted within 10 days of submitting the Rider ☐	**Buyer's Exhibit 3**. For each individual, shareholder, member and partner (and their respective spouses) of the Buyer, a completed financial summary (including Assets, Liabilities and Net Worth) with proof of assets, including copies of the last three (3) months of complete bank and investment (brokerage, etc.) statements and the most recent federal tax return, must either be attached to the Rider when it is submitted to us or submitted to us separately within ten (10) days of the submission of the Rider. LCE may waive some or all of this requirement for existing franchisees.
Exhibit 4 is attached ☐ Exhibit 4 will be submitted within 10 days of submitting the Rider ☐	**Buyer's Exhibit 4**. A Non-Disclosure Agreement and Background Inquiry Authorization form, completed and signed by each individual, shareholder, member and partner (and their respective spouses) of Buyer who currently does not have a direct or indirect interest in a Little Caesars® franchise must submit this exhibit electronically to Franchisor within ten (10) days from submission of the Rider.
Exhibit 5 is attached ☐ Exhibit 5 will be submitted within 10 days of submitting the Rider ☐	**Buyer's Exhibit 5**. Each new individual, shareholder, member or partner candidate of Buyer must provide to us a complete work history/business affiliation (e.g., in the form of a C.V. or resume). This must be submitted to us electronically within ten (10) days from submission of the Rider.
Exhibit 6 is attached ☐ Exhibit 6 will be submitted within 10 days of submitting the Rider ☐	**Buyer's Exhibit 6**. Buyer must submit and/or present a business plan for the Little Caesars restaurants. This exhibit must be attached to the Rider when it is submitted to us or be submitted to us separately within ten (10) days of the submission of the Rider. Note: Existing franchisee Buyers may not be required to submit a Business Plan during the review process for certain transactions.

IMPORTANT NOTE TO BUYER:

As stated in the Rider, Buyer must submit certain exhibits simultaneous with the Rider. For reasons of confidentiality, Buyer may submit directly to us, within the timeframe specified in this Rider, those of the Buyer's exhibits that are not required to be submitted simultaneously with the Rider.

SECTION VI – SELLER'S ADDENDUM

6.1 Seller who requests FRANCHIOR'S approval of the proposed transfer to Buyer of each of the restaurants described in the Rider must complete this Seller's Addendum:

SELLER'S CONTACT INFORMATION

Seller's Contact Name:	
Seller's Physical Address:	
Seller's Mailing Address (No PO Boxes):	
Phone #:	Cell #:
Email:	List all Little Caesar franchisee #s and Store #s in which an individual, shareholder, member or partner of Seller currently has any interest: _____ _____

SELLER'S LAWYER INFORMATION

Name of Lawyer:	
Address of Lawyer:	
Phone #:	Email:

Would you like us to copy your lawyer on all correspondence regarding this transaction? Yes ☐ No ☐

6.2 The Rider relates to the proposed transfer of the following restaurants and the franchisee entities for each Franchise # and all individuals, shareholders, members, partners and non-interest-holding officers (corporations) (if there are more than 4 restaurants, please complete and submit additional pages in order to cover all restaurants)

1. Franchise #	**Store #**	**Full Restaurant Address**					
		Third Party Delivery:	UberEats	Yes		No	
			GrubHub	Yes		No	
			Door Dash	Yes		No	
FRANCHISEE ENTITY NAME:							

Shareholder Name	% of Ownership	Email Address

Seller's Original Purchase Price:	

2. Franchise #	**Store #**	**Full Restaurant Address**					
		Third Party Delivery:	UberEats	Yes		No	
			GrubHub	Yes		No	
			Door Dash	Yes		No	
FRANCHISEE ENTITY NAME:							

Shareholder Name	% of Ownership	Email Address

Seller's Original Purchase Price:	

3. Franchise #	**Store #**	**Full Restaurant Address**					
		Third Party Delivery:	UberEats	Yes		No	
			GrubHub	Yes		No	
			Door Dash	Yes		No	
FRANCHISEE ENTITY NAME:							

Shareholder Name	% of Ownership	Email Address

Seller's Original Purchase Price:	

4. Franchise #	**Store #**	**Full Restaurant Address**					
		Third Party Delivery:	UberEats	Yes		No	
			GrubHub	Yes		No	
			Door Dash	Yes		No	
FRANCHISEE ENTITY NAME:							

Shareholder Name	% of Ownership	Email Address

Seller's Original Purchase Price:	

6.3 Lease Information			
Franchise/Store #	Landlord	Current Term Expiration Date	Renewal Options
Landlord Address:		Landlord Phone:	
Franchise/Store #	Landlord	Current Term Expiration Date	Renewal Options
Landlord Address:		Landlord Phone:	
Franchise/Store #	Landlord	Current Term Expiration Date	Renewal Options
Landlord Address:		Landlord Phone:	

SECTION VII – BUYER'S ADDENDUM

7.1	Buyer who requests FRANCHIOR'S approval of the proposed transfer from Seller of each of the restaurants described in the Rider must complete this Buyer's Addendum:

BUYER'S CONTACT INFORMATION

Buyer's Contact Name:	
Buyer's Physical Address:	
Buyer's Mailing Address (No PO Boxes):	
Phone #:	Cell #:
Email:	

BUYER'S LAWYER INFORMATION

Name of Lawyer:	
Address of Lawyer:	
Phone #:	Email:

Would you like us to copy your lawyer on all correspondence regarding this transaction? Yes ☐ No ☐

BUYER'S FINANCING INFORMATION

7.2	Is this an all-cash transaction? Yes ☐ No ☐ If Yes – skip to 7.3 If no, please provide evidence of financing for the proposed transfer.

Name of Lender(s):		Amount to be Financed:		Down Payment:	
1.					
Terms of Loan:		Interest Rate:		Number of Years:	
2.					
Terms of Loan:		Interest Rate:		Number of Years:	

BUYER'S ENTITY INFORMATION

7.3	Total percentages owned by all persons must total one hundred percent (100%) for each restaurant. If Buyer(s) described below differ in any way from the parties listed in the Rider or the parties to be signatories to the franchise agreement(s), attach a rider with specific details

1. Franchisee Entity Name		Federal Tax ID #	
Address:			
Key Contact Name:			
Phone #:		Email Address:	

LIST BELOW ALL INDIVIDUALS, SHAREHOLDERS, PARTNERS WHO HAVE A DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE ABOVE ENTITY(IES)

Full Name	Spouses Full Name (if applicable)	Ownership %	Email address	Title

2. Franchisee Entity Name		Operating Entity Name (if different)		
Address:				
Key Contact Name:				
Phone #:		Email Address:		
LIST BELOW ALL INDIVIDUALS, SHAREHOLDERS, PARTNERS WHO HAVE A DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE ABOVE ENTITY(IES)				
Full Name	**Spouses Full Name (if applicable)**	**Ownership %**	**Email address**	**Title**
3. Franchisee Entity Name		Operating Entity Name (if different)		
Address:				
Key Contact Name:				
Phone #:		Email Address:		
LIST BELOW ALL INDIVIDUALS, SHAREHOLDERS, PARTNERS WHO HAVE A DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE ABOVE ENTITY(IES)				
Full Name	**Spouses Full Name (if applicable)**	**Ownership %**	**Email address**	**Title**
4. Franchisee Entity Name		Operating Entity Name (if different)		
Address:				
Key Contact Name:				
Phone #:		Email Address:		
LIST BELOW ALL INDIVIDUALS, SHAREHOLDERS, PARTNERS WHO HAVE A DIRECT OR INDIRECT OWNERSHIP INTEREST IN THE ABOVE ENTITY(IES)				
Full Name	**Spouses Full Name (if applicable)**	**Ownership %**	**Email address**	**Title**

7.4 A	For each individual who is an existing franchisee, list the franchise number for each franchised restaurant in which that individual currently owns a direct or indirect ownership interest. If this section is left blank, Buyer is representing to us that this section is not applicable to anyone.

Name:	Existing Franchise/Store Number:

7.4 B	For each individual who is NOT an existing franchisee, list the franchise number for each franchised restaurant in which that individual at any time previously owned a direct or indirect ownership interest. If this section is left blank, Buyer is representing to us that this section is not applicable to anyone.

Name:	Existing Franchise/Store Number:

7.4 C	If any individual identified above was disapproved as a prospective franchisee or as a purchaser of any of our franchised restaurants in the last ten (10) years, state below the name of each individual who was disapproved or disqualified. If this section is left blank, Buyer is representing to us that this section is not applicable to anyone.

Name:	Applicable Section/Subsection:

7.4 D	If any entity or individual (including a spouse) identified above has ever filed bankruptcy, state below the name of each individual and specify to which subsection the individual's response applies. If this section is left blank, Buyer is representing to us that this section is not applicable to anyone.

Name:	Applicable Section/Subsection:

EXHIBIT S

OFFER LETTER

OFFER LETTER
(WITH LCE NOT IN THE CHAIN OF TITLE)

[DATE]
[FRANCHISEE
[ADDRESS]
[ADDRESS]

Re: Little Caesars® Restaurant at [INSERT LOCATION and RESTAURANT #]

Dear [NAME],

As a follow-up to our discussion on [INSERT DATE], this Offer Letter is intended to summarize the deal terms regarding your agreement to purchase the above-referenced franchised Restaurant(s) from Little Caesar Enterprises, Inc. ("LCE") or directly from a third party ("Seller") under purchase rights controlled by LCE.

1. Purchase Price: [LCE to delete or amend as applicable]

Initial Deposit (payable by bank or certified check):	$_____
Amount to be financed:	$_____
Balance to be paid at closing (by bank or certified check):	$_____
Total Purchase Price:	$_____

2A. Rights to be Purchased: LCE has the right to purchase the above-referenced restaurant(s) (each a "Restaurant") from the Seller for $_____, under the terms of the contract(s) attached hereto as Exhibit "A". You also agree to pay us an additional $_____ for LCE to assign to you its right to purchase the Seller's assets for the above referenced Purchase Price, as provided in the contract(s) attached as Exhibit "A", and to provide certain other benefits that are set forth herein. You agree to purchase the Restaurant(s) directly from the Seller and to comply with all terms, covenants and conditions applicable to the buyer in the contract(s) for sale, unless LCE otherwise directs in writing. It is solely your obligation to perform all lien and Judgment searches and any other due diligence with respect to the Seller and the Seller's assets.

LCE and its agents make no representation or warranty, express or implied, written or oral, to you with respect to any matter concerning the Restaurant(s), including without limitation its physical condition, the condition of any equipment located thereon, or the likelihood of its success. Each Franchise Agreement is specific to one location only and does not grant you any geographical territory free from competition for customers. Competition may result not only from other chains and independent restaurants but also from additional restaurants (or other distribution channels) that we now or in the future franchise, license or in which we engage in the vicinity of the Restaurant(s). Subject only to any express provision in the Franchise Agreement providing a specific radius within which we will not approve a particular type of new Little Caesars restaurant, we and our affiliates have the right to approve at any time the development and operation of new restaurants in the vicinity of the Restaurant(s) that may compete with the Restaurant(s). We recommend that you independently investigate all areas in the vicinity of the Restaurant(s) and assess competition which could result from such restaurants.

2B. LCE Franchise Agreement: You will sign LCE's then-current Franchise Agreement with franchise term through _____. The Franchise Agreement contains conditional renewal rights. See the Franchise Agreement for details.

The weekly royalty, weekly advertising fee and other fees are set forth in the Franchise Disclosure Document ("FDD") and the Franchise Agreement.

2C. Remodel/Refurbishment Requirements: As a condition of sale under the Seller's franchise agreement(s), you must renovate or refurbish the Restaurant(s) to LCE's then-current standards, at your own expense, on or before the following dates:

Franchisee/Restaurant #	Required Date	Requirement

Please also see the sample LCE Franchise Agreement that is included as an exhibit to the FDD. The Franchise Agreement also requires that you make periodic upgrades during the term of the Franchise Agreement.

2D. Training Requirements: Please see the FDD to determine the minimum number of franchisee shareholders and employees who must successfully complete the applicable LCE training programs. If you do not already have the minimum number of trained people, then the required number of persons must attend and pass all applicable training course(s) as a pre-condition of our approval of the transaction.

3. Third-Party Lease(s): The Seller operates the Restaurant(s) under the following lease(s) (LCE is not a party to the lease(s)):

Restaurant #

Accordingly, you must take assignment of the current lease for each of the premises. Copies of the current lease(s) are attached. Please carefully review each third-party lease to determine its terms and conditions. Because these are third party leases, LCE makes no representation regarding the accuracy or validity of the terms or conditions of these leases, or whether the lease was modified without LCE's knowledge.

4. Territory Reservation Agreement. *[if applicable]*
If the Restaurant(s) are under an unexpired Territory Reservation Agreement (TRA) with the Seller, you also will execute a replacement TRA on terms described in the FDD that we provided to you. The payments due under the TRA are as follows:

[LIST]

5. Working Capital. Purchasing the above-referenced Restaurant(s) will necessitate start-up costs for the business. *[add if further development is called for under a TRA:* Other working capital will likely be necessary for the development of additional restaurants within your territory granted in the TRA.] Please refer to the FDD that you received.

6. Your Approval and Commitment to Proceed. Your obligation to purchase the Restaurant(s) is contingent on your approval of the terms and conditions of this Agreement, your approval of the condition of the premises and all equipment located on such premises, and your understanding that you will have to sign

the following standard-form LCE documents: Little Caesars® Franchise Agreement, including a personal guarantee and all other applicable schedules or addenda.

You are hereby granted a period of fifteen (15 days) from the date of transmission of this Offer Letter (the "Due Diligence Period") to satisfy yourself with respect to such matters. During the Due Diligence Period, LCE shall reasonably cooperate to the extent it is able to make available to you, upon reasonable prior notice, access to the Restaurant(s) premises to enable reasonable inspection, examination, investigation and appraisal.

If at the end of the Due Diligence Period you wish to proceed to purchase the Restaurant(s), please acknowledge your acceptance of these terms by signing this Offer Letter and returning it with a certified deposit check made payable to Little Caesar Enterprises, Inc. in the amount of $_____. The deposit will be applied to the purchase price. If the LCE Finance Committee does not approve this transaction for any reason, this Offer Letter will terminate and LCE will refund the deposit. You agree, however, that LCE will retain your deposit as liquidated damages in all other cases, including without limitation if your failure to receive approval from a lender or us is due to any material misrepresentation or omission in your applications, or if you fail to complete the purchase of the Restaurant(s) after signing this Offer Letter.

Please note that although you have previously signed our most recent FDD, you must not sign this Agreement for at least seven (7) calendar days (or such longer period as is required by state law) after you received this Agreement in execution-ready form. The first day you are permitted to sign) is the "Execution Date".

If this Agreement is not signed and returned to LCE within ten (10) calendar days of the Execution Date, with a certified check in the deposit amount referenced above, then LCE may, at its sole discretion, rescind or void this Agreement and may offer the Restaurant(s) to another franchise prospect.

7. Failure to Close. In reliance on your promises in this Agreement, we or our affiliate will make substantial financial and other commitments to purchase and/or lease the premises and/or to undertake development of the premises for delivery to you. These commitments far exceed the forfeitable deposits made by you and the deposits will not fully compensate us for any default by you under this Agreement. Consequently, you agree that, if you fail to perform or repudiate this Agreement for any reason, including your non-compliance with any other agreement with us or you are no longer approved for expansion in our system at the time of closing ("Failure to Close"), we will retain your Initial Deposit(s) and you will compensate us in an amount equal to our out-of-pocket investment in or liability to third parties in connection with acquisition and/or development of the premises. We reserve our right to pursue all remedies available to us, at law or in equity, including incidental and consequential damages, in the event of a Failure to Close.

8. Miscellaneous. [*insert any other deal-specific terms in this Section*]

This Agreement may be executed electronically and in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

The terms of this Agreement are contingent upon the approval of the LCE Finance Committee and, if the candidate approval process is not yet completed, our approval is also subject to you being approved as an LCE franchisee based on our then-current standards and qualification requirements.

You may form an entity to enter into franchise documents for the Restaurant(s), provided that the signatories to this Offer Letter collectively hold 100% of the ownership rights of such entity. There are limitations on the words and letters you may use as part of your entity name as well as the permitted purpose of your entity. Please see the Franchise Agreement in the FDD for details.

Please call me if you have any other questions.

Once again, I appreciate your interest in this opportunity.

Very truly yours,
LITTLE CAESAR ENTERPRISES, INC.

_____
By: , Vice President

AGREED TO:

[FRANCHISEE ENTITY]

By: _____
, and individually

_____
, and individually

_____
, and individually

_____
, and individually

EXHIBIT T

TEMPORARY OPERATING AGREEMENT

Store # _____

TEMPORARY OPERATING AGREEMENT

This Temporary Operating Agreement ("TOA") dated _____ is entered into by and between Little Caesar Enterprises, Inc. ("LCE", "we", "us" or "our") and _____ ("you" or "your").

Section 1. Data Schedule

Restaurant Address: (the "Restaurant")

Temporary Operation Commencement Date:	[Date and Time]
Temporary Operation Expiration Date:	The earlier of [INSERT OUTSIDE DATE] or the date we elect to terminate the TOA
Royalty Fee:	6.0% of Gross Sales (as that term is defined in the Franchise Agreement)
Advertising Fee:	An amount specified by LCE for a time period specified by us; provided, however, that such amount shall not exceed seven percent (7%) of Gross Sales (as that term is defined in the Franchise Agreement).

Base Rent:

Additional Rent:

Section 2. Grant; Term; Acceptance of Restaurant and Premises; Terms, Covenants and Conditions

This TOA sets forth the authority granted to you, and your acceptance of the obligation, to occupy the Restaurant premises and operate the Little Caesars Restaurant set forth above on a temporary basis.

You agree to enter and commence temporary operation of the Restaurant on the Temporary Operation Commencement Date as listed in the Data Schedule, and you agree to cease operations at the Restaurant and deliver up possession of the Restaurant to us upon no less than forty-eight (48) hours prior written notice from us.

You agree to accept the Restaurant premises and equipment "AS IS" without any warranties, express or implied, and you agree that you will be solely responsible for all cleaning, maintenance, and repair with respect to the Restaurant, including all equipment, furnishings and fixtures, and the premises of which the Restaurant is a part. You will not receive any management or other operation fee or payments of any kind from us for your temporary operation of the Restaurant.

[LCE will select either A or B as applicable]

[A. For the term of the TOA, you agree to operate the Restaurant in compliance with all of the terms, covenants, and conditions (including, without limitation, with respect to indemnification and obtaining insurance) of your Little Caesars Franchise Agreement dated _____ for Store # _____.]

OR

[B. For the term of the TOA, you agree to operate the Restaurant in compliance with all of the terms, covenants and conditions (including, without limitation, with respect to indemnification and obtaining insurance) in the standard form Franchise Agreement included in our current version of the Little Caesars Franchise Disclosure Document ("FDD") that we delivered to you. You agree that the terms of the standard form Franchise Agreement are incorporated herein by reference.]

In addition, for the term of the TOA, you agree to abide by all of the terms, covenants and conditions of the lease in effect for the Restaurant. A copy of that lease is attached as Exhibit __ to this Agreement.

Section 3. Fees

You will be responsible for the payment to us of all Royalty Fees and Advertising Fees (including any additional advertising that applies to the market in which the Restaurant is located) for the Restaurant during the term of this TOA, at the rates listed in the Data Schedule.

You will pay us (or the third-party landlord, if we are not the landlord) a total Base Rent and all Additional Rent equal to the amount set forth in the Data Schedule in advance of the first day of each calendar month, unless the lease establishes a different date for payment, in which case that date shall apply.

If you do not already have an account, you will be responsible for establishing an account with our approved distributor(s) for the purchase of products and ingredients. You agree to transfer the utilities to your name within five days of signing this TOA and you shall be responsible for payment of all utilities as of the Temporary Operation Commencement Date.

Section 4. Miscellaneous

This TOA will become effective upon receipt by both parties of an original counterpart hereof, fully executed by each party. This Agreement may be executed in multiple counter-parts and delivered electronically, and such counter-parts, when taken together, shall form one integrated document.

AGREED TO AND ACCEPTED BY THE PARTIES:

LITTLE CAESAR ENTERPRISES, INC.	**TOA ENTITY**
_____	_____
By:	By:
Its:	Its:
Date:	Date:

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 disclosure 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	~~April 24, 2023~~
Hawaii	~~April 7, 2023~~
Illinois	~~April 11, 2023~~
Indiana	~~April 3, 2023~~
Maryland	~~August 1, 2023~~
Michigan	~~March 31, 2023~~
Minnesota	~~April 20, 2023~~
New York	~~April 28, 2023~~
North Dakota	~~April 17, 2023~~
Rhode Island	~~April 4, 2023~~
South Dakota	~~April 30, 2023~~
Virginia	~~April 13, 2023~~
Washington	~~April 26, 2023~~
Wisconsin	~~April 4, 2023~~

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

RECEIPT

This disclosure document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Little Caesar Enterprises, Inc. ("LCE") offers you a franchise, LCE must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, LCE or our affiliate in connection with the proposed franchise sale. **New York** requires that LCE give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. **Iowa** requires that we give you this disclosure document at the earlier of the first personal meeting or 14 days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. **Michigan** requires that LCE give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If LCE 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 those state agencies listed in Exhibit H.

The franchisor is Little Caesar Enterprises, Inc. located at 2125 Woodward Avenue, Detroit, Michigan 48201-3400. Its telephone number is (313) 471-6000.

Issuance Date: March ~~31, 2023~~29, 2024 (the effective dates of this disclosure document in states with franchise registration laws are listed in the State Effective Dates page)

LCE's franchise seller is Patrick Cunningham, Little Caesar Enterprises, Inc., 2125 Woodward Avenue, Detroit, Michigan 48201-3400, telephone (313) 471-6000. Any additional franchise sellers involved in offering the franchise are:_____

_____

LCE authorizes the state agencies in Exhibit H to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated March ~~31, 2023~~29, 2024 that included the following Exhibits:

~~A. Franchise Agreement~~
~~B. Territory Reservation Agreement~~
~~C. Renewal Addendum to Franchise Agreement~~
~~D. Food Truck Addendum and Food Truck Renewal Addendum~~
~~E. Table of Contents to ORG~~
~~F. List of Franchisees as of Dec. 31,~~
A. Franchise Agreement
B. Territory Reservation Agreement
C. Renewal Addendum to Franchise Agreement
D. Food Truck Addendum and Food Truck Renewal Addendum
E. Table of Contents to ORG
F. List of Franchisees as of Dec. 31, ~~2022~~ 2023
G. Franchisees Who Exited a Franchise During ~~2022~~2023
H. State Administrators/Agents for Service of Process
I. State-Specific Disclosures and Contract Addenda
J. Financial Statements
K. Guarantee of Performance
L. Training Participant Agreement
M. Caesar Vision User Terms
N. Release for Renewal or Transfer of Existing Franchise or Purchase of Additional Franchise
O. Transfer Addendum to Franchise Agreement
P. Transfer Addendum – No Right to Renew
Q. Pricing Acknowledgment
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~~Q. Pricing Acknowledgment~~
R. Rider to Contract for Sale
S. Offer Letter
T. Temporary Operating Agreement

Date: _____
(Do not leave blank)

_____
(Print Name of Prospective Franchisee (For Entity))

By: _____
Its: _____

Signature _____

_____
(Print Name of Prospective Franchisee (For Individuals))

State: _____

Signature _____

The above individual(s) signs on behalf of the above entity and all other prospective franchisee entities (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

IF NEEDED, SEE NEXT PAGE FOR ADDITIONAL SIGNATURE SPACES.

Date:_____ Date:_____

_____ _____
Signature Signature

_____ _____
Print Name Print Name

Date:_____ Date:_____

_____ _____
Signature Signature

_____ _____
Print Name Print Name

Date:_____ Date:_____

_____ _____
Signature Signature

_____ _____
Print Name Print Name

Date:_____ Date:_____

_____ _____
Signature Signature

_____ _____
Print Name Print Name

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If LCE 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 those state agencies listed in Exhibit H.

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~~Q. Pricing Acknowledgment~~
R. Rider to Contract for Sale
S. Offer Letter
T. Temporary Operating Agreement

Date: _____
(Do not leave blank)

_____
(Print Name of Prospective Franchisee (For Entity))

By: _____
Its: _____

Signature _____

_____
(Print Name of Prospective Franchisee (For Individuals))

State: _____

Signature _____

The above individual(s) signs on behalf of the above entity and all other prospective franchisee entities (currently in existence or formed in the future) of which the above individual(s) is an officer, partner or member.

IF NEEDED, SEE NEXT PAGE FOR ADDITIONAL SIGNATURE SPACES.

Date:_____ Date:_____

_____ _____
Signature Signature

_____ _____
Print Name Print Name

Date:_____ Date:_____

_____ _____
Signature Signature

_____ _____
Print Name Print Name

Date:_____ Date:_____

_____ _____
Signature Signature

_____ _____
Print Name Print Name

Date:_____ Date:_____

_____ _____
Signature Signature

_____ _____
Print Name Print Name

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