FRANCHISE DISCLOSURE DOCUMENT

Different Rules, LLC
A Delaware limited liability company
9357 Spectrum Center Blvd
San Diego, California 92123
(858) 571-2121
www.jackinthebox.com

Different Rules, LLC franchises quick-service Jack in the Box® restaurants, which serve a variety of foods, including hamburgers, specialty sandwiches, french fries, tacos, salads, bowls, drinks and side items. Different Rules, LLC offers franchises for restaurants that are already built, as well as restaurants that franchisees are responsible for building. The total investment information below is for a restaurant that a franchisee would build.

The total investment necessary to begin operation of a Jack in the Box franchise you build is $1,909,500 to $4,041,500. This includes $95,000 to $127,500 that must be paid to Different Rules, LLC or its affiliates.

The total investment necessary under the development agreement, based on a commitment of 2 Jack in the Box Restaurants, is $3,820,000 to $8,088,000. This includes $60,000 that must be paid to Different Rules, LLC or its affiliates for new franchisees (full development fee of $50,000 for first restaurant and $10,000 for second restaurant).

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 the Legal Department at 9357 Spectrum Center Blvd, San Diego, California 92123, 858-571-2440, or franchise.legal@jackinthebox.com.

The terms of your contract will govern your franchise relationship. Don't rely on this 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 13, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
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 A 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 Jack in the Box® 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 Jack in the Box® franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise, license and development agreements require you to resolve disputes with the franchisor by litigation only where the company's principal offices are located, which is currently San Diego, California. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in California than in your own state.

2. **Financial Condition**. The Franchisor'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.

3. **Unopened Franchises**. The franchisor has signed 35 franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

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

TABLE OF CONTENTS

Item		Page No.
1	ITEM 1 THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES	1
2	ITEM 2 BUSINESS EXPERIENCE	4
3	ITEM 3 LITIGATION	10
4	ITEM 4 BANKRUPTCY	14
5	ITEM 5 INITIAL FEES	15
6	ITEM 6 OTHER FEES	19
7	ITEM 7 ESTIMATED INITIAL INVESTMENT	28
8	ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES	34
9	ITEM 9 FRANCHISEE'S OBLIGATIONS	39
10	ITEM 10 FINANCING	42
11	ITEM 11 FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING	43
12	ITEM 12 TERRITORY	54
13	ITEM 13 TRADEMARKS	56
14	ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION	58
15	ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	59
16	ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL	60
17	ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION	61
18	ITEM 18 PUBLIC FIGURES	72
19	ITEM 19 FINANCIAL PERFORMANCE REPRESENTATION	72
20	ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	78
21	ITEM 21 FINANCIAL STATEMENTS	85
22	ITEM 22 CONTRACTS	85
23	ITEM 23 RECEIPT	86

EXHIBITS

A. Financial Statements
B. List of State Administrators
C. Agents for Service of Process
D. List of Franchised Locations, Former Franchisees, and Agreements Signed But Unit Not Yet Opened
E. Statement of Prospective Franchisee
F-1. Franchise Agreement (and Amendment to Franchise Agreement for Incentive Program)
F-2. Nontraditional License Agreement
G-1. Single Unit Development Agreement
G-2. Multi-Unit Development Agreement
H. Authorization for Prearranged Payments
I. Promissory Note – Development Incentive Program
J. Lease Agreement – Jack in the Box Franchised Restaurant
K. General Release of All Claims
L. Market Pulse Meeting Participation Agreement
M. Equipment Brokerage Agreement
N. Technology Systems and Technology Services Terms and Conditions
O. Stored Value Card Service Agreement
P. State-Specific Disclosure Addenda and Agreement Amendments
Q. Lease Addendum

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

The franchisor is Different Rules, LLC ("the Company," "we," "us," or "our"). The franchisee is the person to whom we grant a franchise, and is referred to as "you."

We organized in Delaware on November 13, 2018 and conduct business as Jack in the Box®. Our principal business address is 9357 Spectrum Center Blvd, San Diego, California 92123.

On or about July 8, 2019 (the "Closing Date"), Jack in the Box Inc. ("JIB"), a Delaware corporation, and various of its direct and indirect subsidiaries, closed a securitization transaction involving the Jack in the Box brand (the "Securitization"), as part of which JIB and certain of its subsidiaries contributed certain of their assets, including intellectual property, real and personal property and equipment and related leases and subleases, notes and indebtedness of franchisees, and the business and related agreements concerning sourcing and sales of goods and services, to the Company or an affiliated entity within the securitization structure. All of the assets, including intellectual property, necessary to make the offering described in this disclosure document have been conveyed to the Company.

On the Closing Date, JIB ceased offering and selling new domestic franchises and contributed all then-existing U.S. Jack in the Box franchise agreements, development agreements, and related franchisee notes and guarantee agreements, among other assets, to us. Prior to this date, JIB offered and sold franchises in the U.S. As of the Closing Date, JIB entered into a management agreement with us to act as our manager ("Manager"). The primary responsibilities and activities of JIB as Manager include administering collections and performing certain franchising, marketing, development, real estate, intellectual property, technology, operational, and reporting services on our behalf. However, as franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under the agreements you sign with us are performed in compliance with the applicable agreement.

Our parent companies, each organized under Delaware law, are: Jack in the Box SPV Guarantor, LLC ("SPV"), and Jack in the Box Funding, LLC ("JIB Funding") and JIB, all which share our principal address.

We have offered franchises for Jack in the Box franchises since the Closing Date but we do not directly operate any Jack in the Box restaurants. JIB is our predecessor, as we obtained the majority of our assets from it through the Securitization. JIB previously offered franchises under the Jack in the Box brand name from 1971 until 1999 under its original name of Foodmaker, Inc., and as JIB from 1999 (when it changed its name) until the Closing Date.

As of September 28, 2025, there were 151 company owned Jack in the Box restaurants, and 1,985 franchised *Jack in the Box* restaurants (or "outlets"). The

company owned Jack in the Box restaurants are operated by our affiliate, Jack in the Box Properties, LLC ("JIB Properties").

We have never offered franchises in any other line of business and are not engaged in any other business.

The addresses of our agents for service of process are listed on Exhibit C.

Our Affiliates

As described more fully below, the Company has the following affiliates that offer franchises for sale or provide services to our franchisees. These affiliates have the same principal address as the Company. These affiliates do not now and have never offered franchises in any line of business and are not engaged in any other business. The affiliates are:

- JIB Stored Value Cards, LLC is a Virginia limited liability company that provides gift card services to our franchised and company owned restaurants. This affiliate does not operate the type of business you will operate.

- JIB Properties is a Delaware limited liability company that owns and operates *Jack in the Box* restaurants, the same type of business to be operated by you, in several states. You might lease the premises from JIB Properties.

Jack in the Box Restaurants

We offer franchises for the operation of *Jack in the Box* restaurants. *Jack in the Box* restaurants offer a variety of foods: primarily hamburgers, specialty sandwiches, french fries, tacos, salads, bowls, drinks and side items. The restaurants are operated under a uniform operating system that includes standards for: the building and décor; uniforms; the purchase, preparation and sale of foods; and the operations of the restaurant. Most of our restaurants have drive-thru windows and a seating capacity ranging from 20 to 100 people. We also have some restaurants that are drive-thru only or with limited seating capacity, and nontraditional locations. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or virtual / dark / ghost kitchens. Additionally, we are exploring virtual, dark, or ghost kitchens.

Unless otherwise noted in this disclosure document, all references to a "Franchised Restaurant" or "Franchised Location" also will include a traditional restaurant or nontraditional location, respectively, and all references to the "Franchise Agreement" also will include the Nontraditional License Agreement.

Before we will approve you to develop or operate a *Jack in the Box* restaurant, you must complete an application package and sign a non-disclosure agreement. If you will be developing a new *Jack in the Box* restaurant, you also must sign a Single Unit Development Agreement (Exhibit G-1). If you request and we agree to permit you to develop two or more Jack in the Box Restaurants in a geographic area approved by us, you must sign a Multi-Unit Development Agreement (Exhibit G-2). Unless noted, the Single Unit Development Agreement and the Multi-Unit Development Agreement are referred to as the "Development Agreement". You should not obtain any interest in a site for a *Jack in the Box* restaurant until you have entered into a Development Agreement with us and we have approved the site in writing. For each restaurant that you will operate (whether you are developing that restaurant or purchasing an existing restaurant from us), you also must sign a Franchise Agreement (Exhibit F-1) or a Nontraditional License Agreement (Exhibit F-2) and pay an Initial Franchise Fee. If you are establishing outlets under a Multi-Unit Development Agreement, you will be required to sign our then-current Franchise Agreement. Your receipt of this disclosure document does not mean that you will be approved as a franchisee.

The performance of a restaurant may be affected by seasonal sales fluctuations, severe weather and other natural disasters, changes in operating costs, competition, consumer acceptance of new menu items or price increases, the availability of qualified employees, advertising and marketing programs, commodity costs, supply interruptions, or other factors.

Among the key elements of competition in the industry are menu innovation, execution of operational strategies and initiatives, price, service, quality, location, personnel, advertising, brand identification, and attractiveness of facilities.

When developing and operating a *Jack in the Box* restaurant, you must comply with all local, state and federal laws and regulations regarding health, sanitation, safety, fire, zoning, building, nutritional disclosures on menus and menu boards, labor and employment, cybersecurity, competition, and environmental issues, among others. We encourage you to research the specific laws, regulations, and ordinances that will apply to the *Jack in the Box* restaurant you might operate.

Each *Jack in the Box* restaurant competes directly and indirectly with a large number of national and regional restaurant chains, some of which have significantly greater financial resources than the Company, as well as with locally owned and/or independent restaurants in the quick-service and the fast-casual segments of the restaurant industry. Each restaurant also competes with other "food away from home" consumer options and with grocery store and similar offerings.

We are currently implementing a reimage program for certain existing franchisees which will offer incentives for remodeling existing *Jack in the Box* units. Such incentives may include reimbursement of a portion of the reimage costs, franchise fee waivers, rent concessions, and allocation of certain tenant allowances received from master landlords.

ITEM 2
BUSINESS EXPERIENCE

As noted in Item 1 above, JIB provides certain services to us as Manager to support our franchising activities. Listed below are our officers and directors, JIB's officers and directors, and JIB's employees who have management responsibility relating to the sale or operation of the franchises offered in this disclosure document. Unless otherwise specified, the location of the positions listed in this Item 2 is or has been Lake Forest, California as to Del Taco officers, directors, and employees, and San Diego, California as to JIB officers, directors, and employees. In this Item 2 we refer to DTH and DTL as "Del Taco."

JIB DIRECTORS

David L. Goebel Non-Executive Chairman of the Board	Mr. Goebel has been the non-executive Chairman of the Board since June 2020. Mr. Goebel has been a JIB director since December 2008. He has been a partner and Faculty Member for The ExCo Group LLC (formerly Merryck & Co. Ltd) in New York, New York, since May 2008. He has served on the board of directors of Wingstop Inc. in Dallas, Texas, since November 2017 and Murphy USA Inc. in El Dorado, Arkansas since October 2021.
Guillermo Diaz, Jr. Director	Mr. Diaz has been a JIB director since September 2022. Mr. Diaz is the founder of Conectado Inc. in Pleasanton, California, and has served as its Chief Executive Officer since February 2022. From February 2020 to September 2021, Mr. Diaz was Chief Executive Officer for Kloudspot Inc. in Sunnyvale, California. From February 2000 to February 2020, Mr. Diaz served as Chief Information Officer for Cisco Systems, Inc. in San Jose, California.
Madeleine A. Kleiner Director	Ms. Kleiner has been a JIB director since September 2011. She also has served on the Board of Directors of Northrop Grumman Corporation in Falls Church, Virginia, since 2008.
Enrique Ramirez Mena Director	Mr. Mena has been a JIB director since January 2024. He has been President and Chief Financial Officer for Buff City Soap in Dallas, Texas since March 2022. Mr. Mena

served as Global Chief Financial Officer for Yum Brands Inc. – Pizza Hut/General Manager, Pizza Hut Latin America and Iberia from January 2010 to February 2022.

Michael W. Murphy Director	Mr. Murphy has been a JIB director since September 2002. Mr. Murphy served as President and Chief Executive Officer of Sharp Healthcare, a comprehensive healthcare delivery system in San Diego, California, from April 1996 until his retirement in February 2019 and as a member of the Sharp Healthcare Board from 2007 through his retirement.
James M. Myers Director	Mr. Myers has been a JIB director since December 2010. He has served as Chairman of the Board of Petco Animal Supplies, Inc. in San Diego, California from July 2015 until September 2018.
Vivien M. Yeung Director	Ms. Yeung has been a JIB director since April 2017. Ms. Yeung has been an Executive Mentor for The ExCo Group LLC (formerly Merryck & Co. Ltd) in New York, New York, since March 2024. Ms. Yeung is currently serving as a strategic advisor to Bain & Company in Boston, Massachusetts since October 2023. From November 2019 until April 2023, Ms. Yeung served as the Executive Vice President & Chief Strategy Officer of Kohl's Corporation in Menomonee Falls, Wisconsin. Ms. Yeung served as General Manager, Venture at lululemon athletica inc., in Vancouver, British Columbia from January 2018 to November 2019. She previously served as that company's Chief Strategy Officer since May 2015 to January 2018.
Mark King Director	Mr. King has been a JIB director since November 2025. He has been self-employed in Santa Fe, California, since August 2025. From June 2024 to August 2025, he served as Chief Executive Officer for Xponential Fitness, Inc. in Irvine, California. From August 2019 to December 2023, he served as Chief Executive Officer for Taco Bell Corp. in Irvine, California.
Alan Smolinisky Director	Mr. Smolinisky has been a JIB director since November 2025. He has served as Principal / Owner for Conquest Student Housing in Los Angeles, California since March 1999.

JIB OFFICERS, EXECUTIVES AND OTHERS WITH MANAGEMENT RESPONSIBILITY

Ryan Ostrom Executive Vice President, Chief Customer and Digital Officer	Mr. Ostrom has been Chief Customer and Digital Officer since December 2024 and has served in the same role for JIB Funding, SPV, and JIB Properties since December 2024. He served in the same role for Del Taco from December 2024 through December 2025. Previously, he served as Executive Vice President, Chief Marketing Officer from January 2021 to December 2024. He served in the same role for JIB Funding, SPV, JIB Properties, and JIB from January 2021 to December 2024, and for Del Taco from March 2022 to December 2024. He was Chief Brand Officer for GNC Holdings, LLC in Pittsburgh, Pennsylvania from June 2019 until January 2021. He was Chief Digital Officer for Yum! Brands, Inc. in Dallas, Texas from June 2015 until June 2019.
Lance Tucker Chief Executive Officer	Mr. Tucker has been our Chief Executive Officer since February 2025. He has served as Chief Executive Officer for JIB Funding, SPV, and JIB Properties since February 2025. He served as Chief Executive Officer for Del Taco from February 2025 through December 2025. He served as our Executive Vice President and Chief Financial Officer and held the same role for JIB Funding, SPV, JIB Properties, and Del Taco from January 2025 to February 2025. Mr. Tucker served as Chief Financial Officer for Davidson Hospitality Group in Atlanta, Georgia, from January 2022 to December 2024. He served as Chief Financial Officer for CKE Restaurants, Inc. in Nashville, Tennessee from September 2020 to January 2022. He previously served as our Executive Vice President and Chief Financial Officer in San Diego, California from March 2018 to September 2020.
Shannon McKinney Senior Vice President, Chief Operations Officer	Mr. McKinney has been Senior Vice President, Chief Operations Officer since June 2025, and has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since June 2025. Mr. McKinney served as Vice President, Operations for Popeyes Louisiana Kitchen, Inc. in Miami, Florida from September 2021 to June 2025. From March 2019 to August 2021, he served as our Vice President of Operations in San Diego, California.

Richard D. Cook Senior Vice President, Chief Technology Officer	Mr. Cook has been Senior Vice President, Chief Technology Officer since October 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since October 2021, and for Del Taco from March 2022 through December 2025. Mr. Cook served as Interim Chief Technology Officer for JIB from July 2021 to October 2021. He has been President and Principal Consultant for Elevated Methods, LLC in Edmond, Oklahoma since January 2021. From July 2019 to December 2020, Mr. Cook served as Chief Information Officer for Pizza Hut, LLC in Plano, Texas. From May 1999 to June 2019, he served as Vice President, Brand Technology Leader for Sonic Corp. in Oklahoma City, Oklahoma.
Carl Mount Senior Vice President, Chief Supply Chain Officer	Mr. Mount has served been Senior Vice President, Chief Supply Chain Officer since August 2024. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since August 2024. Previously, Mr. Mount was Chief Supply Chain Officer for Zaxby's Franchising LLC in Atlanta, Georgia from January 2023 to August 2024. He was Senior Vice President, Supply Chain Operations for Starbucks Coffee Company in Seattle, Washington from April 2017 to January 2023.
Steven Piano Senior Vice President, Chief People Officer	Mr. Piano has been Senior Vice President, Chief People Officer since April 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since April 2021, and served in the same role for Del Taco from March 2022 through December 2025. He was the Chief Human Resources Officer of GNC Holdings, LLC in Pittsburgh, Pennsylvania from January 2018 until April 2021.
Sarah Super Executive Vice President, Chief Legal and Administrative Officer	Ms. Super has been Executive Vice President, Chief Legal and Administrative Officer since February 2025 and has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since February 2025. She served in the same role for Del Taco from February 2025 through December 2025. Previously, from March 2020 to February 2025, Ms. Super served as Senior Vice President, Chief Legal and Risk Officer, and served in the same role for JIB Funding, SPV, JIB Properties, and JIB. She held the title of Senior Vice President, General Counsel from November 2019 to February 2025, and served in the same roles for JIB Funding, SPV, JIB Properties, and JIB from November

	2018 to February 2025. She also served as Chief Legal Officer of Del Taco from March 2022 to February 2025.
Dawn Hooper Executive Vice President, Chief Financial Officer	Ms. Hooper has been our Executive Vice President, Chief Financial Officer since May 2025. She was previously Senior Vice President, Controller for JIB Funding, SPV, JIB Properties, and JIB from December 2022 to May 2025, and served in that role for Del Taco from March 2022 through December 2025. Ms. Hooper was Interim Principal Financial Officer for the Company, JIB Funding, SPV, JIB Properties, and JIB from November 2024 to May 2025, February 2023 to August 2023, and August 2020 to January 2021. Ms. Hooper was Vice President, Controller from May 2020 to December 2022. She served in the same role for JIB Funding, SPV, JIB Properties, and JIB from May 2020 to December 2022. Ms. Hooper served as Vice President, Assistant Controller from January 2013 to May 2020. She served in the same role for JIB Funding, SPV, JIB Properties, and JIB from November 2018 to May 2020.
Van Ingram Senior Vice President, Chief Development Officer	Mr. Ingram has been Senior Vice President, Chief Development Officer for JIB since August 2025 and has served in the same role for JIB Funding, SPV, JIB Properties, and JIB. He held this role for Del Taco from August 2025 through December 2025. From June 2025 to August 2025, he was Interim Chief Development Officer for the Company, Del Taco, JIB Funding, SPV, JIB Properties, and JIB. He was Vice President, Franchise Development from February 2022 to June 2025, and for Del Taco from March 2022 to June 2025. He was Vice President of Business Development for Launch Franchising, LLC in Warwick, Rhode Island from October 2021 to December 2021. Mr. Ingram was a Senior Director of Development for Wingstop Restaurants, Inc. in Dallas, Texas from December 2020 to October 2021 and Vice President of Franchise Development for Golden Corral Corporation in Raleigh, North Carolina from October 2018 to August 2020.
Benjamin M. Weiss Vice President and Associate General Counsel, Legal Transactions	Mr. Weiss has been Vice President and Associate General Counsel, Legal Transactions since October 2025. Mr. Weiss has served in the same roles for JIB Funding, SPV, and JIB Properties since October 2025. From April 2011 to October 2025 Mr. Weiss served as Managing Partner for The Weiss Group, LLC in Encinitas, California.

EMPLOYEES WITH MANAGEMENT RESPONSIBILITY

Kevin N. Briscoe Vice President, Franchise Operations	Mr. Briscoe has been Vice President, Franchise Operations for JIB since August 2020. Prior to that, he was Director of Franchise Operation for JIB from August 2015 to August 2020.
Jeremy Korzen Vice President, Strategic Finance	Mr. Korzen has been Vice President, Strategic Finance since March 2021. He has served in the same role for JIB Funding, SPV, JIB Properties, and JIB since March 2021, and served in the same role for Del Taco from March 2022 through December 2025. From May 2019 to March 2021, he was Director of Strategy for Vasa Fitness, LLC in Denver, Colorado. From October 2018 to April 2019, Mr. Korzen was an Investment Banking Associate for SunTrust Robinson Humphrey, Inc. in Atlanta, Georgia.
Mark Madden Vice President, Franchise Operations	Mr. Madden has been Vice President, Franchise Operations for JIB since May 2022. From October 2015 to May 2022, Mr. Madden served as Director, Franchise Business Consultant for JIB.
Ali Nemat Vice President, Operations Services and Field Performance Support	Mr. Nemat has been Vice President, Operation Services and Field Performance Support for JIB since December 2021. From March 2020 to December 2021, Mr. Nemat served as Director of Operations Excellence and Insight for JIB. From March 2015 to March 2020, Mr. Nemat served as Senior Manager of Brand Standards and Insight for YUM! Brands, Inc. for the Taco Bell brand in Irvine, California.
Michael L. Wahrer Vice President, Design and Construction	Mr. Wahrer has been Vice President, Design and Construction for JIB since July 2021, and for Del Taco from March 2022 through December 2025. From January 2016 to July 2021 he served as National Director, Architecture, Design and Construction for JIB. Prior to that, he was National Director, Construction for JIB from September 2012 to January 2016.
Ronniann Silver Director of Franchise Development	Ms. Silver has been Director of Franchise Development for JIB since October 2021, and held this role for Del Taco from March 2022 through December 2025. Prior to that, she was Business Franchise Development Manager for JIB from December 2016 to October 2021.

Dustin Thompson Director of Franchise Marketing and Development	Mr. Thompson has been Director of Franchise Marketing and Development for JIB since May 2022. He held this role for Del Taco from May 2022 through December 2025. From April 2021 to May 2022 he was Franchise Recruitment Marketing Director for JIB. From March 2020 to March 2021, he served as Director of Franchise Marketing for Fyzical Therapy and Balance Centers in Sarasota, Florida, and from March 2014 to February 2020, Mr. Thompson served as Director of Franchise Marketing for Global Franchise Group, LLC in Atlanta, Georgia.

ITEM 3
LITIGATION

Pending Actions:

Foodmaker International Franchising Inc. and Foodmaker Inc. v JNB Food Corporation and William Ang (Philippines Regional Trial Court, Case No. 97-1823). In 1997, Foodmaker International Franchising Inc. and Foodmaker Inc. filed an action against a former franchisee in the Republic of the Philippines to force the closure of certain units being operated unlawfully and without a license or franchise agreement. The defendants counterclaimed, asserting they suffered damages due to the franchise closures. The Company won an initial ruling relating to the closure of the units, but Defendants continued to pursue the action. Since then, the court has scheduled multiple hearings to ensure that the record is complete before issuing a final decision. On March 3, 2025, the court issued a decision in favor of the Company and against the defendants, granting the Company's request for a permanent injunction and dismissing the defendants' counterclaims. No appeal was taken, and Company believes this matter is concluded.

Marilyn Garner, Chapter 7 Trustee v. Jack in the Box Inc. (Cause No. 048-29134017, 48th Judicial District, Tarrant County, Texas). In April 2017, Jack in the Box Inc. ("JIB") and Jack in the Box Eastern Division L.P. (collectively the "JIB Parties") filed a case against J&D Restaurant Group, LLC ("J&D") and Bernard J. Morrissey ("BJM") after BJM defaulted under various franchise agreements ("State Court Action"). On May 19, 2017, J&D filed a Chapter 7 petition (Case No. 17-42099) in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division ("Franchisee Bankruptcy Filing"). The State Court action was stayed as a result of the Franchisee Bankruptcy Filing. On April 17, 2019, Marilyn Garner, as Chapter 7 Trustee ("Trustee"), filed a petition in intervention in the State Court Case asserting claims against JIB Parties. The Trustee's complaint asserted claims for breach of franchise agreements relating to alleged mismanagement of the marketing fund, alleged failure to consent to a sale of the franchises and improper termination of the franchise agreements, breach of implied covenant of good faith and fair dealing, breach of lease agreements, violation of the Texas Uniform Fraudulent Transfer Act, and violation of the California Franchise Relations Act, and requests actual and

exemplary damages alleged to be in excess of $1 million. After various dispositive motions, on January 9, 2023, trial commenced on the Trustee's remaining claims for alleged breaches of the franchise agreements (improper termination and failure to approve buyers), breach of lease agreements by improper termination, breach of the implied covenant of good faith and fair dealing (improper termination and failure to approve buyers) and a claim for alleged violations of the California Unfair Practices Act. On February 8, 2023, the jury returned a verdict finding that JIB had not breached any contracts in its termination of the franchise agreements or its withholding of consent to the proposed sale of the restaurants, had not violated California Unfair Practices Act, but awarded plaintiff $8 million in damages under the claim for breach of the implied covenant of good faith and fair dealing. On May 9, 2023, the court granted JIB's post-trial motion and ordered that plaintiff take nothing from the Company and awarded JIB all recoverable court costs and post-judgment interest. On August 4, 2023, the plaintiff filed a notice of appeal. On October 9, 2025, the appellate court issued an opinion affirming the lower court's ruling in Company's favor. Plaintiff's petition for review by the Texas Supreme Court is currently pending.

AJP Enterprises, LLC and NHG Enterprises, LLC v. Jack in the Box Inc., Different Rules, LLC and Jack in the Box Properties LLC (Washington Superior Court for King County, Case No. 25-2-09695-5 KNT). On March 27, 2025, AJP Enterprises, LLC ("AJP") and NHG Enterprises, LLC ("NHG") filed a complaint against us, JIB, and JIB Properties. In September 2024, AJP and NHG closed 8 Jack in the Box Restaurants without our consent. Subsequently, based upon that unilateral closure, by notice, we terminated the franchise agreement for the closed Restaurants and exercised our contractual right to cross default 39 other franchise agreements with AJP and NHG. The complaint alleges claims for violation of the Washington Franchise Investment Protection Act, violation of the Washington Consumer Protection Act, breach of implied covenant of good faith and fair dealing, and economic duress. AJP and NHG generally allege that we did not have good cause to terminate, we did not provide the statutorily required notice, we acted in bad faith in connection with requests to close the Restaurants, and we are using our contractual rights to exert economic duress on the franchisee. The complaint seeks declaratory and injunctive relief, damages in an unspecified amount, attorneys' fees. Company filed a cross-claim seeking damages for the 8 locations that were closed without permission and seeking declaratory relief on its right to terminate the franchisees' remaining franchise agreements. The case remains in the pleading stage, with some discovery beginning.

Gulf Coast Jacks, Inc. and Umar Ibrahim v. Jack in the Box Inc., Different Rules LLC, and Jack in the Box Eastern Division L.P. (San Diego Superior Court, Case No. 25CU066703C). On December 15, 2025, a Texas franchisee filed a complaint asserting causes of action for breach of contract / breach of the implied covenant of good faith and fair dealing (cannibalization), violation of California's Unfair Competition Law (cannibalization), unjust enrichment (cannibalization), breach of contract relating to a sewer lift), breach of contract relating to third party delivery fees, and breach of contract / breach of implied covenant of good faith and fair dealing relating to a change to the franchisee's distribution center. The complaint generally alleges claims arising out of three distinct alleged fact patterns. First, that the Company breached obligations

to the franchisee when it allowed other franchisees to develop and open two restaurants that were within 3 to 4 miles of three locations operated by the plaintiff. Second, the plaintiff alleges breaches related to costs the franchisee incurred for the maintenance of a sewer lift shared with a neighboring property. Third, the franchisee alleges breaches related to the franchisee's restaurants having to change distribution centers from Dallas to Houston. The Complaint has not been served on the Company but purports to seek unspecified damages and attorney's fees.

Marketing fee collection suits filed against franchisees:

Jack in the Box Inc. v. Steve Wazny and Ajay Chopra (San Diego Superior Court, Case No. 25CU069175C).

Concluded Actions:

Lauren Rehkopf v. Jack in the Box Inc. (San Diego Superior Court, Case No. 37-2014-00033641-CU-BT-CTL). On October 3, 2014, a class action complaint was filed claiming JIB engaged in unfair business practices by failing to allow a customer to exchange the remaining balance on her gift card for cash once the card held less than $10 in value. The case was settled in July 2016. The settlement provided that JIB would pay plaintiffs' attorneys fees and costs in the amount of $60,000, pay the named plaintiff $2,500, provide training to company restaurant managers in California on the law relating to redeeming gift cards for cash, place a notice in company owned restaurants for one year stating the policy on redeeming gift cards with a balance under $10 for cash, and change language in our gift cards to reflect California law and our policy. All of the settlement terms have been completed. A release of all claims on behalf of the settlement class was executed and the plaintiff filed a satisfaction of judgment on July 3, 2017.

National JIB Franchisee Association, Inc. v. Jack in the Box Inc., San Diego Superior Court, Case No. 37-2019-00031267. On December 4, 2018, the National JIB Franchisee Association, Inc. ("NFA") filed suit against JIB in the Los Angeles Superior Court, Case No. 18STCV06066 asserting claims for breach of contract, breach of covenant of good faith and fair dealing, accounting and declaratory relief. The complaint did not request monetary damages. On November 26, 2018, the Company filed a motion to transfer venue to San Diego, which was granted. Ultimately the NFA filed a third amended complaint against JIB and its affiliate Different Rules, LLC (collectively, the "JIB Companies"), which was limited to seeking further access to budgets and reports associated with the JIB Companies' marketing fund and continued participation by JIB in one or more advisory committees partially comprised of franchisees. The case was settled November 10, 2020. The settlement provided that NFA and Company would dissolve the existing Franchisee Advisory Council and establish a Leadership Advisory Council with input from the NFA. The terms also provided that the NFA will form an audit committee to review income and expense reports and vendor contracts that relate to the marketing fund.

Jack in the Box Inc., et al. v. San-Tex Restaurant, Inc., et al. (U.S. District Court for the Western District of Texas, San Antonio Division, Case No. 20-cv-00328). On June 2, 2020, the company filed a complaint seeking to stop a franchisee from continuing to operate restaurants in the San Antonio market after the franchise and lease agreements for those locations had been terminated. On June 30, 2020, the franchisee filed a counterclaim against the company asserting, among other things, wrongful termination, breach of contract, breach of the covenant of good faith and fair dealing and violation of California's Franchise Relations Act, California Unfair Practices Act, promissory estoppel, negligent misrepresentation, intentional misrepresentation, and civil conspiracy. The franchisee claimed JIB wrongfully terminated the lease and franchise agreements, made misrepresentations regarding and failed to fully perform under a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings and induced the franchisee to invest additional funds before and after termination. The case was settled February 19, 2021. The settlement provided that the Company would immediately reinstate 45 franchise agreements and franchise lease agreements in Texas (that were terminated in 2019) with the franchisee, and franchisee would complete certain repairs and restoration work on certain units by July 21, 2022. The settlement also required the parties to sign and file a Joint Stipulation of Dismissal of the lawsuit, which was signed and filed with the court on February 26, 2021.

Aslam Group, LLC, et al. v. Jack in the Box Inc., et al. (San Diego Superior Court, Case No. 37-2020-00015281). On May 26, 2020, a franchisee filed suit against JIB for breach of contract, breach of the implied covenant of good faith and fair dealing, and promissory estoppel. The franchisee generally alleged JIB made misrepresentations regarding a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings. The franchisee claimed that JIB failed to fully perform under that program and that JIB's alleged misrepresentations induced the franchisee to buy additional properties that it would not have otherwise purchased. The franchisee further sought damages associated with a third-party vendor that failed to provide credit card chip reader technology and royalties allegedly paid on sales that were ultimately charged back to the franchisee as a result of fraud claims by customers. The lawsuit was resolved through settlement in April 2021 and the case was dismissed with prejudice on May 11, 2021. Under the settlement agreement, among other things, JIB agreed to pay the franchisee $5,550,000 and to reduce the royalty fee for certain restaurants, and the parties exchanged mutual releases.

Ibrahim Investment Corp., et al. v. Jack in the Box Inc., et al. (San Diego Superior Court, Case No. 37-2020-00019032). On June 5, 2020, a franchisee filed suit against JIB asserting claims for breach of contract, breach of implied covenant of good faith and fair dealing, promissory estoppel, and specific performance. The franchisee generally claimed JIB made misrepresentations regarding and failed to fully perform under a roof repair and tenant improvement program offered to operators of certain style of restaurant buildings. The franchisee sought modification to several franchise purchase, franchise and/or lease agreements, claiming the franchisee is entitled to relief based on representations by the company or mistaken facts on the part of the franchisee. The franchisee further sought damages associated with a third-party vendor

that failed to provide credit card chip reader technology and royalties allegedly paid on sales that were ultimately charged back to the franchisee as a result of fraud claims by customers. The lawsuit was resolved through settlement in April 2021 and the case was dismissed with prejudice on May 11, 2021. Under the settlement agreement, among other things, JIB paid the franchisee $25,000, JIB modified certain rent amounts for various leases, JIB provided the franchisee an early termination right and reduced royalty fee for a Jack in the Box restaurant, the franchisee agreed to purchase from JIB a Jack in the Box location for $600,000 and to build an additional Jack in the Box location, and the parties exchanged mutual release.

Currently Effective Injunctive or Restrictive Orders or Decrees:

In May 1970 the Office of the Attorney General of the State of Missouri notified JIB of its intention to initiate proceedings alleging that JIB had engaged in deceptive advertising by selling or offering for sale "hamburgers" which contained soy grits as an extender. JIB executed a consent decree dated May 28, 1970 (No. 31899 Equity), filed in the Circuit Court of St. Louis County, Missouri, which prohibits JIB from selling, offering for sale or advertising any substance as "hamburger" that is not fresh chopped or ground beef, with or without the addition of beef fat or seasoning, containing not more than 30% of fat, in the State of Missouri.

In November 2017, the San Diego County District Attorney's office initiated an investigation into JIB's policies and practices regarding the redemption for cash of gift cards with balances less than ten dollars. As a result of that investigation, on October 10, 2018, JIB entered into a Stipulation for Entry of Final Judgment with the County. The judgment requires JIB to post notices of its gift card redemption policy in all company and franchised owned restaurants in California for a period of five (5) years. It also requires JIB to create an internal compliance program to ensure and monitor compliance with the applicable Civil Code sections that govern gift card redemptions for cash in California.

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

ITEM 4
BANKRUPTCY

GNC Holdings, Inc. Bankruptcy (United States Bankruptcy Court, District of Delaware, Case No. 20-11662). Prior to joining us and our affiliates, Ryan Ostrom, our Chief Brand Officer, was Chief Brand Officer and Steven Piano, our Chief People Officer, was Chief Human Resources Officer of GNC Holdings, LLC (formerly constituted as GNC Holdings, Inc.). While Mr. Ostrom and Mr. Piano were employed by GNC Holdings, Inc., that entity (and certain affiliated entities) filed for Chapter 11 bankruptcy protection on June 23, 2020. The plan of reorganization was confirmed on October 14, 2020. GNC Holdings, Inc. was reorganized as Vitamin OldCo Holdings, Inc. with the principal business address of 300 Sixth Avenue, Pittsburgh, PA 15222, and was later converted to GNC Holdings, LLC. GNC Holdings, Inc., Vitamin OldCo

Holdings, Inc., and GNC Holdings, LLC were not at the time of the bankruptcy filing, nor are they now, related in any way to us or our affiliates.

Other than the matter noted, no bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

This section describes payments you must make to us or our affiliates before your business opens.

Initial Franchise Fee

When you sign the Franchise Agreement, you must pay the Company an Initial Franchise Fee. The Initial Franchise Fee is typically $50,000 for each franchised restaurant, plus any tax or other fee imposed upon the Company due to the collection of the Initial Franchise Fee. If your franchise term is for less than the standard 20 years, the Initial Franchise Fee is $2,500 for each year or partial year exceeding six months. If you will be operating at a nontraditional location, the Initial Franchise Fee is $25,000 for each unit, plus any taxes and fees imposed on the Company due to collection of the Initial Franchise Fee. The Initial Franchise Fee is fully earned on the date it is received by the Company, and is nonrefundable.

We may reduce the Initial Franchise Fee or accept installment payments. In the past, we have done this for: (i) sales of existing Company-owned restaurants with restaurant sales significantly below system average and/or with an unusual history of business or management problems; (ii) special incentive programs, which are offered at the discretion of, and subject to such restrictions as may be imposed by, the Company; (iii) settlement of disputes; and (iv) the reopening of certain closed sites or the approved relocation of a franchise (although you have no right to relocate your franchise, and approval of such requests is rare). During the past fiscal year, the Company collected Initial Franchise Fees ranging from $0 to $50,000, excluding any franchises for which the fee was waived pursuant to our previous Development Incentive Program (discussed below), or otherwise.

Development Fee

If you sign a Single Unit Development Agreement with us, it will give you the right to construct one (1) Jack in the Box restaurant. The development fee for this agreement is $50,000, which is non-refundable and if you are in full compliance with the Single Unit Development Agreement and any other agreements with us, we will credit towards the Initial Franchise Fee for the restaurant.

If you sign a Multi-Unit Development Agreement, we grant you the right to construct an agreed-upon number of Jack in the Box restaurants in a specified geographic area. The minimum number of restaurants that can be developed under a Multi-Unit Development Agreement is two (2). If you are a new developer / franchisee to

our System, when you sign the Multi-Unit Development Agreement, you must pay us a non-refundable Development Fee, calculated as follows: (a) $50,000 for the first new restaurant; and (b) $10,000 for each additional new restaurant. If you are an existing developer / franchisee with our System, when you sign the Multi-Unit Development Agreement, you must pay us a non-refundable Development Fee equal to $10,000 for each new restaurant. If you are in full compliance with the Multi-Unit Development Agreement and any other agreements with us, we will credit the portion of the Development Fee for the particular restaurant towards the Initial Franchise Fee for that restaurant. The Franchise Fee for each particular restaurant is due when you sign the required Franchise Agreement. During the past fiscal year, the Company collected Development Fees ranging from $0 to $50,000.

Development Incentive Program

We offer an incentive to qualified developers. Under our current Development Incentive Program, if you sign a Development Agreement for a minimum of three (3) restaurants to be developed and opened under the development schedule during the time frames specified in the Development Agreement, and certain other requirements are met, you may be eligible for the following incentive, at our sole discretion:

If you open the Restaurant on or before the required date in the development schedule, we will loan you $150,000 at 0% interest to be used solely for development costs associated with that restaurant. The loan will be repaid by crediting 100% of the royalty payments for that restaurant otherwise due until the loan is paid in full (i.e., payments will be made by crediting the appropriate portion of royalty payments toward the principal balance outstanding). If the particular restaurant is sold or permanently closed and the loan has not been fully repaid, the remaining principal balance is due in full.

If you close a restaurant and then open a replacement restaurant, it will not be eligible for this incentive. The Company may discontinue or modify this Development Incentive Program at any time.

Select Market Incentive Program

We offer an incentive to certain franchisees who have signed a Multi-Unit Development Agreement pursuant to which they have committed to open at least three (3) Restaurants in a “Select Market.” For the purposes hereof, a “Select Market” is one in which food or other operating costs for franchisees are higher than average costs for other franchisees, due to supply chain conditions, as determined from time to time by us in our sole discretion. If we, in our sole discretion, determine that any Restaurants opened pursuant to such Multi-Unit Development Agreement qualify for this incentive, your Royalty for each qualifying Restaurant (which is currently 5% of Gross Sales) will be reduced to 2% of Gross Sales for the first five years after the subject qualifying Restaurant opens.

Grand Opening Advertising and Promotion Fee

If you plan to open the Restaurant in a Select Market under the Select Market Incentive Program described below, you must pay the Company a $10,000 Grand Opening Advertising and Promotion Fee when you sign the Franchise Agreement. For purposes hereof, a "Select Market" is one in which marketing efforts are not established, as determined from time to time by us in our sole discretion. The Grand Opening Advertising and Promotion Fee is fully earned on the date it is received by the Company and is nonrefundable.

You must spend the Grand Opening Advertising and Promotion Fee, with the approval and coordination of our Marketing Department, for the purpose of promoting your Restaurant. You must submit invoices to us for promotional expenditures for our direct payment to the vendor or for reimbursement. We will not pay or reimburse you for food or paper costs. If you do not spend the Grand Opening Advertising and Promotion Fee within one year after the opening date of your Restaurant, you will forfeit the unused portion of the fee and our current practice is to apply these funds toward our general marketing programs.

New Prospect Referral Programs

Under our referral programs, we may pay an amount to the person that introduces a new prospective franchisee to us. This payment is only made if certain criteria established by us are met, including without limitation: (a) we approve the new prospective franchisee; and (b) we and the new prospective franchisee sign a Development Agreement by no later than six months after the initial referral is made. The amount of the referral payment is: (i) $10,000 for an introduction made by an existing individual franchisee or an owner of an existing franchisee entity, and (ii) $1,000 for any other person who makes an introduction of a prospective franchisee. Referral fees are only paid one time, regardless of the number of agreements signed. The Company may modify or discontinue this program at any time.

Veterans Program

We participate in the International Franchise Association's Veterans Transition Franchise Initiative ("**VetFran**") to provide franchise opportunities to qualifying veterans. Our VetFran incentive is called the Jack in the Box Veterans Program ("**Veterans Program**"). Under the Veterans Program, we reduce the Initial Franchise Fee for the first new Restaurant by 25%, or $12,500. Accordingly, the Initial Franchise Fee paid to us is $37,500. This incentive may not be combined with any other incentive program. To qualify for the Veterans Program, a prospective franchisee must: request the Veterans Program at the time of application; meet our then-current qualifications for new franchisees; be at least 51% legally and beneficially owned by persons meeting our qualifying veteran status; not have previously received a similar incentive from us. The Company may discontinue or modify this Veterans Program at any time.

Extension of Development Schedule

If you have signed a Development Agreement and you will not be able to timely meet your Development Schedule, provided that you are in full compliance with all agreements with us, you may, by providing us six months' advance written notice, request a twelve-month extension of one or more of the development deadlines in the development schedule. Each such development deadline under a Development Agreement may be extended one time only, and for each deadline that is extended, you must pay us a fee calculated as follows: $5,000 times the number of development deadlines that you wish to extend for twelve months ("Extension Fee"). The Extension Fee is due and payable no later than ten (10) days prior to the initial development deadline that is being extended. This fee is earned upon receipt, is non-refundable, and may be credited against other fees due to us. You will be required to sign an amendment to the Development Agreement to reflect these terms and that amendment will include a general release in our favor.

Technology Installation Fees

Before your restaurant opens, you must have certain technology systems in place. Your Franchise Agreement describes certain technology-related services required in the operation of your restaurant, and you must pay certain fees as set forth in Exhibit A of that Agreement. You will pay us $9,600 (in most cases) for installation of the point-of-sale ("POS") system and $1,875 (in most cases) for project management and software configuration fees for that installation (the fees may be higher if work is requested to be completed during non-business hours, weekends, or holidays, or if there is a request to expedite or reschedule/cancel).You must pay us any taxes or freight in the actual amounts charged by the carrier for the equipment/services as specified in each contract. Taxes may apply to the above-referenced fees, as required by taxing authorities, and are in addition to the fees stated.

The fees described above defray some, but not all, of the Company's costs associated with developing or implementing new software solutions, obtaining software licenses and providing technology-related services. The Company periodically reviews its cost structure and the fair market value of the software and services provided, and increases or decreases fees as it deems appropriate. Any fee increase will be communicated thirty (30) days before the effective date of the fee increase.

If you purchase or develop a new restaurant, you will need to purchase from us and pay us to install certain IT equipment, including but not limited to a computer, web-based mobile training device, POS System, kitchen display equipment, PCI-DSS compliant payment systems, speed of service equipment, network infrastructure equipment, and order confirmation system. The approximate cost for the purchase and installation of such equipment currently ranges from $45,000 to $60,000. If you purchase an existing operating restaurant, you may also be required to purchase and install some of this equipment if it is outdated, not in working order, or not already installed.

Additional Fees for Sites to be Developed

If you are building a restaurant and would like to locate it within fifteen (15) miles of an existing *Jack in the Box* restaurant, you (or the already existing franchisee) may be required to pay for a Trade Area Survey Analysis to be conducted with respect to each existing restaurant within that radius to estimate potential impact on sales at each such restaurant. The cost of a Trade Area Survey Analysis can range from $4,500 to $7,500, plus all expenses, which may vary. We collect this fee to reimburse the Company for the cost it pays to the third-party company that conducts the Trade Area Survey Analysis. Depending on the level of sales transfer from the existing restaurants to the new restaurant predicted by the Trade Area Survey Analysis, the Company may decline or permit (subject to conditions) you to proceed with your request to develop the new restaurant.

If you want to develop a site that we are already in the process of acquiring or developing, you will be required to pay certain fees relating to the site. If you want to develop a site that cannot legally be assigned to you with a release of our obligations, we may sublease the site to you. You will be required to reimburse us for all internal overhead or other charges we have incurred in developing the site, including any training costs associated with preparing the site for opening. Those costs will vary based upon time expended by us and the nature of the development services in which we engaged. Due to the numerous variables in these situations, we cannot provide an estimate for these costs.

In some circumstances, we may offer certain site development services. If we provide site development services, you will be required to pay us a fee of up to $50,000 for work we complete toward developing the site. The amount of the fee will vary depending upon (i) the stage of development the site was in when it was turned over to you, (ii) whether we or you develop the site, and (iii) what services we provide to you during the development process. In addition to this fee, you must also pay for our out-of-pocket costs and other expenses and our internal overhead or other charges we incurred in connection with the acquisition, investigation and development of the site. Due to the numerous variables in these situations, we cannot provide an estimate for these costs. None of the costs and fees associated with Company-initiated sites are refundable.

ITEM 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty (other than Royalty for Games & Devices)	5% of Gross Sales (see note 3) (unless eligible for a temporary reduction under our Select Market Incentive Program)	Payable monthly on the 15th day of the next month For nontraditional locations, payable weekly on Friday for the prior week.	The royalty rate may be higher or lower than five percent (5%), as negotiated, in the following circumstances: (i) at nontraditional locations if, in the

Type of Fee	Amount	Due Date	Remarks
			Company's opinion, the costs are substantially different than at a traditional location; (ii) in a market that is new to the brand; (iii) if the Company offers a financial incentive program, and you meet the requirements of the program; (iv) in connection with the settlement of a legal dispute; and (v) in limited circumstances, at the Company's discretion, if a Company-owned site is being franchised. Based upon these factors, franchisees pay royalty rates of 0% - 12.5%. See Item 5 for a description of our Select Market Incentive Program.
Royalty for Games and Devices	40% of net revenues from such games and devices	Payable monthly on the 15th day of the next month	"Games and Devices" means coin, token, card or internet devices like pay telephones, cash, credit or debit machines (including automated teller machines), newspaper stands, slot machines, wireless, or similar machines.
Marketing fee	5% of Gross Sales	Payable monthly on the 15th day of the next month	The percentage may increase upon majority vote. The Company and Franchise Operators have one vote for each restaurant that they operate and that pays the standard marketing fee; however, the Company's

Type of Fee	Amount	Due Date	Remarks
			votes will never fall below 20% of all total votes, regardless of the number of restaurants it operates. Increases are capped at 0.5% of Gross Sales in any 24-month period. Marketing Fees may be different at nontraditional locations and in other rare circumstances. The typical Marketing Fee for nontraditional locations is 1% of Gross Sales, but we may modify this fee.
Rent	Minimum and percentage rent, if you rent a restaurant location from us (as negotiated) Additional rent if the Franchisee chooses to have the Company build the restaurant (available under our Development Incentive Program)	Minimum and additional rent is due in advance on the first day of each month. Percentage rent is payable monthly on the 15th day of the next month	If you lease an existing restaurant location from us or our affiliates, you will pay monthly minimum rent, as well as percentage rent based on each month's Gross Sales (after offsetting minimum rent paid in such month). The standard formula for determining minimum rent is the greater of: (i) underlying rent under the master lease for the restaurant location; or (ii) 9.5% of 90% of trailing 52-week sales at the restaurant. The typical percentage rent is 9.5% of Gross Sales. For new restaurant openings in which you lease the restaurant location from us, minimum rent is determined based upon the terms set forth in the applicable Development Agreement (currently 105% of underlying

Type of Fee	Amount	Due Date	Remarks
			master lease rent). In certain circumstances, the percentage rent may be lower.
Cure Under Lease by Us	All costs we incur	Upon Demand	If you fail to perform any obligation under the lease, we may cure the default and you must pay all costs we incur along with interest.
Rent Default - Interest	Highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) 20% or (b) the prime commercial interest rate by Bank of America, N.T.& S.A., plus 2%	Upon Demand	Due if you fail to pay rent by the due date
Common Area Maintenance charges, property taxes, and other assessments	Actual costs charged by master landlord or any third party under the prime lease or other governing documents	Varies, but common area maintenance charges and other assessments are typically due with minimum rent in advance on the first day of each month and property taxes are typically due monthly or semi-annually	If you lease a restaurant location from us or our affiliates, in addition to any rent obligations, you may also be responsible for the location's Common Area Maintenance charges, property taxes, and other similar assessments. Whether you will be responsible for such charges and the amount of such charges will be determined based upon the lease negotiated for the restaurant.

Type of Fee	Amount	Due Date	Remarks
Hold Over Rent	200% of the fixed minimum rent payable during the last month of the term.	Upon Demand	If you fail to vacate the restaurant location at the end of the term of the lease, you must pay, in addition to percentage rent due, hold over rent.
Sale or assignment fee	Up to $2,500 per restaurant	Upon Demand	No fee is imposed for transfers to an entity that is wholly owned by the persons who have signed the franchise agreement if the same percentage of ownership among the owners is maintained after the transfer.
Technology Fees	Then current Monthly Technology Fee (currently $350-$500 per restaurant) plus the then-current Monthly Digital Fee (currently $0.00) plus the Per Digital Transaction Fee (currently $0.00).	Monthly	The Technology Fees include the Monthly Technology Fee plus the Monthly Digital Fee plus the Digital Transaction Fee as stated in the Franchise Agreement and is for the design, development, implementation, maintenance, administration, enhancement, innovation, and support of technology systems and technology services for the franchised restaurant. The Technology Fees may also include software licensing fees. We may increase or otherwise modify these fees and the technology services these fees cover at any time upon 30 days' notice to Franchisee. In addition to the Technology Fees, if technology services are provided by any third party that has been

Type of Fee	Amount	Due Date	Remarks
			approved by us, Franchisee must pay all amounts due to such third party. We anticipate that the Monthly Technology Fee will increase to $500-$675, the Monthly Digital Fee may increase to $105, and the Per Digital Transaction Fee may increase to $0.14 during the first year following implementation and $0.30 in the second year following implementation in the near future. If a fee is subject to increase by us, the increase will not be more than the equivalent of 10% per year during the term of your franchise agreement to adjust to increased costs. If we do not increase the fee in any year, we can increase the fee in the following year by the combined permissible increase amounts for prior years when we did not increase the fee.
Digital Checklist	$17.99	Monthly Fee paid quarterly	This fee includes the use of the current digital checklist for completing daily food safety checklist. The fee is paid to the current JIB approved vendor. The use of digital checklist is a brand standard.

Type of Fee	Amount	Due Date	Remarks
Labor Management System fee	$72 fee plus $2.50 administrative fee per restaurant per month	Monthly	Paid to us to be passed through to the vendor for your labor management system software
Purchase Requisitions – Broker Fee	8%	As incurred	Paid to us when you procure or lease from us certain hardware, software, other equipment or other technological materials.
Purchase Requisitions – Incidental Fees	Currently, no amounts or fees are charged by us	As incurred	Includes any fees incidental to the purchase, lease, delivery and/or performance in providing technological goods and services.
Purchase Requisitions – Cancelled Order Fee	Actual costs and expenses	As incurred	Cancellation or modification of an equipment order is at our sole discretion. If we agree to modify or cancel an order, you must pay all handling charges, transportation expenses, and restocking charges.
OLO Ecommerce Platform Fee	$106.70 per month	Monthly	The OLO Ecommerce Platform is used to manage the mobile application. The fee may be less than the maximum listed based on annual transaction volume.
Jack's Ca$h	The then-current fee per restaurant, which is currently $13 per month.	Monthly	For processing of Jack's Ca$h gift cards.
Stored Value Card Services Program Service Fee	The service fee shall be determined annually, but will not exceed $34 a month.	Monthly	Paid to JIB SVC. Services in connection with the administration of a Gift Card Program. JIB SVC will notify you of any change in the amount of the fee, which will take effect 30 days after such notice is given.

Type of Fee	Amount	Due Date	Remarks
Financial Audit	Cost of audit	Upon demand	Payable only if (a) financial audit shows an understatement of one percent (1%) or more of Gross Sales for the period covered by the audit or (b) audit is as a result of your failure to timely furnish financial statements, reports, supporting records or other information required by the franchise agreement. The cost of an audit includes charges for independent accountants, outside attorneys' fees, and travel costs and a reasonable per-diem charge for employees of the Company.
Food Safety Reassessment	Cost of inspection	Upon demand	Payable only if you have failed a food safety assessment. The cost of a food safety re-audit is approximately $263.
Supplier / Distributor / Approval and Review Fee	Varies, based on costs of inspection, laboratory fees, and travel costs. We expect these costs to be $10,000 - $40,000 per approval	Upon completion of inspection and issuance of approval or disapproval	Charged if you request approval of an alternative vendor for a product or service and two or more such vendors are already approved.
Service charge on overdue amounts	The lesser of 18% or maximum rate permitted by law.	Upon demand	We are currently charging 12%.
Equipment	Actual costs	Upon purchase of a company-owned site. If equipment is leased, monthly payments.	See Items 7 and 10. If you are selected to test a menu item, you may also be required to purchase from us certain equipment to produce and sell the items being tested.
Additional training and	Varies. We expect these costs to be	Upon demand	The cost of training the Franchise Operator and

Type of Fee	Amount	Due Date	Remarks
materials	$1 - $3,000		one manager per new restaurant is included in the Initial Franchise Fee. But you are responsible for any costs of salary, travel, living and personal expenses during the training programs. The Company currently conducts certain other required training without charge for tuition, but reserves the right to charge tuition in the future. The first copy of basic training materials is provided to you free of charge. For any additional copies, you will be charged a fee approximately equal to our cost, plus shipping charges. These fees are incurred on an ongoing basis for new hires. But you are responsible for paying travel, living and personal expenses while taking the training programs
Indemnification	Actual costs and expenses we incur for claims arising from your actions	As incurred	You must reimburse the Company for claims against us relating to the construction or operation of your restaurant.
Taxes	Actual amount of taxes you owe if we pay those on your behalf	As incurred	In some instances, we may pay taxes on your behalf to a taxing authority and require you to reimburse us for those amounts. We cannot provide a range for Taxes because that is dependent on amounts you owe that we cannot

Type of Fee	Amount	Due Date	Remarks
			predict.
Collection Costs	Any and all costs and expenses incurred by us in collecting any monies owed by you	Upon Demand	
Attorneys' costs and fees	All costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action	Upon Demand	These costs and fees are due to the prevailing party in any litigation.
De-identification Costs	Any costs incurred to de-identify the premises	Upon Demand	If you fail to de-identify the premises after termination or expiration and we make nonstructural changes, you must reimburse us for the costs.

1. Licensees in nontraditional locations may pay reduced fees.

2. Unless otherwise indicated, all fees are imposed by and payable to Different Rules, LLC, and are nonrefundable.

3. The term "Gross Sales" means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection, and including revenue resulting from the operation or conduct of electric vehicle charging at the Restaurant. Certain amounts are excluded from Gross Sales.

4. All technology fees are subject to change.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT [1]

Type of Expenditure	Estimated Amount or Estimated Low -High Range		Method of Payment	When Due	To Whom Made
Initial franchise fee[2]	$50,000	$50,000	Lump sum	At signing of Franchise Agreement	Us
Grand Opening	$0	$10,000	Lump Sum	(Note 2)	Us

Type of Expenditure	Estimated Amount or Estimated Low -High Range		Method of Payment	When Due	To Whom Made
Advertising and Promotion Fee[2]					
Fee for trade area survey analysis[3]	$0	$7,500 (plus all expenses)	Lump sum	As agreed	Us
Land[4]	Not included	Not included	Not included	Not included	Not included
Fee for architect/ engineering services[5]	$44,000	$216,000	As agreed	As agreed	Consultants
Environmental assessment[5, 6]	$2,500	$34,000	As agreed	As agreed	Consultants
On-site improvements[7]	$337,000	$825,000	As agreed	As incurred	Contractors, Vendors, Suppliers
Building Improvements[8]	$626,000	$1,250,400	As agreed	As agreed	Contractors, Vendors, Suppliers
Furniture, fixtures and equipment[9]	$499,000	$967,000	As agreed	As incurred	Suppliers
IT equipment and installation[10]	$45,000	$60,000	As agreed	As agreed	Us or Suppliers
Initial inventory	$12,000	$20,000	As agreed	As incurred	Suppliers
Pre-opening training and inventory expenses[11]	$110,000	$115,000	As agreed	As incurred	Employees
Pre-opening additional funds[12]	$14,000	$17,000	As agreed	As incurred	Suppliers
Uniforms	$3,000	$5,000	As agreed	As incurred	Suppliers
Operating cash	$1,200	$3,000	As agreed	As incurred	Suppliers
Business licenses and utility deposits [13]	$500	$3,000	As agreed	As incurred	Utilities
Additional funds[14] (3 months)	$165,300	$458,600	As agreed	As incurred	Employees, suppliers, utilities
Total estimated cost for prototypical restaurant (excluding land, financing and certain other costs) [15]	**$1,909,500**	**$4,041,500**			

YOUR ESTIMATED INITIAL INVESTMENT
DEVELOPMENT AGREEMENT
Assumes Development Agreement for Minimum of Two (2) Restaurants

Type of Expenditure	Amount Low Estimate	Amount High Estimate	Method of Payment	When Due	To whom payment is to be made
Development Fee[16]	$60,000	$60,000	Lump sum	At signing of Development Agreement	Us
Professional Fee	$1,000	$5,000	As incurred	As incurred	Third parties
Total Estimated Initial Investment for Two (2) Jack in the Box Restaurants (Based Upon High / Low Ranges from Table Above Minus Franchise Fee)	$3,719,000	$7,983,000	See Table Above for Each Expenditure	See Table Above for Each Expenditure	See Table Above for Each Expenditure
Remaining Franchise Fee	$40,000	$40,000	Lump sum	At signing of Franchise Agreement	Us
Total Estimated Initial Investment for a Development Agreement	**$3,820,000**	**$8,088,000**			

(1) These initial investment figures are based on franchised and Company restaurant development costs to open MK12 prototypical buildings in fiscal years 2023 to 2025~~5~~. Currently, the company has three (3) different prototypical buildings and a modular building option available for site-adaptation and use by franchise operators that have been designed to support varying site conditions such as property size, property shape, and preferred building orientation. The prototypical buildings range in size from 1,386 square feet to 2,440 square feet, and the modular building option is 1,317 square feet. All portions of the initial investment paid to the Company are fully earned by the Company when paid, and are not refundable. Your financing cost may affect your total investment. You may, or may not, incur all the costs identified, and you may incur other costs that are specific to your project.

(2) We describe the Initial Franchise Fee and the Grand Opening Advertising and Promotion Fee in Item 5.

(3) We describe a trade area survey analysis in Item 5. A trade area survey analysis may be required only If you are building a restaurant and would like to locate it within fifteen (15) miles of an existing Jack in the Box restaurant. If you locate your restaurant outside that range, then you will not be required to pay for a trade area survey analysis. Therefore, the amount listed is the high-end range for a single site survey. The cost of a trade area survey analysis can range from $4,500 to $7,500, plus all expenses, which may vary.

(4) The cost of land will vary, depending upon size and location of the property and whether you purchase or own the land or enter into a lease arrangement therefore. (See Exhibit J, Lease Agreement, for a description of lease terms if you lease from the Company.) The size of property necessary to develop a new Jack in the Box restaurant can vary depending upon, but not limited to, the size of the building constructed, desired drive-thru lane configuration, applicable development code requirements and zoning restrictions, as well as other influences such as access and parking agreements with adjoining properties, landlord or other third-party requirements. Typical physical site criteria would include approximately 25,000 - 40,000 square feet, minimum of approximately 130 feet of frontage depending on building orientation, adequate access into and out of the property, ability to accept deliveries from an approximate 67' tractor-trailer truck, and a dedicated parking area to accommodate 14 - 32 spaces depending on site-specific requirements.

(5) Consulting costs will vary based upon the documentation necessary to obtain all of the project's development-related approvals which may include, but are not limited to, landlord, third party, zoning, planning commission, building/municipal, signage, health, fire, and other agency approvals. Consultants typically hired by you may include architects, permit expediters, zoning consultants, landscape architects, structural engineers, utility designers, fire sprinkler engineers, land surveyors, geotechnical engineers, mechanical, electrical, and plumbing engineers, outside project managers, and construction testing consultants. Consulting costs do not include the actual fees paid for permits and approvals to municipal and other agencies.

(6) Environmental assessment costs tend to be site-specific in nature and can vary based upon where a property is located, a property's former use(s), the use(s) of neighboring properties, and a property's existing conditions. A "Phase One" assessment involves title research and can cost approximately $2,500 to $4,000. The cost of a "Phase Two" assessment typically varies because some amount of borings, well sampling, and invasive testing may need to be completed on the property and will normally, range from $10,000 to $34,000. "Phase Three" assessments involve the development of a clean-up mitigation plan to address on-site contamination. By their site-specific nature, the costs for a Phase Three will vary, and these costs have been excluded.

(7) On-site improvements are those work scope items that occur within the bounds of the property or lease lines and can include excavation, grading, sub-surface

stabilization, paving, sidewalks, landscaping and irrigation, trash enclosure structures, fences, retaining walls, drainage structures, utility work and outdoor lighting, among other things. On-site costs can vary depending upon the size of the property, the improvements that may already exist, the requirements placed upon the project by the municipal or other governing agencies, and any agreements made with the landlord, seller, or developer as part of securing the property. Construction costs can vary based upon the size of the property, materials and methods specified in the construction documents, as well as other geographical, regional, and municipal influences. Offsite development costs, if any, are by nature site-specific and have been excluded.

(8) Building improvements are those work scope items that are necessary to develop the entire building structure (new build) including all designated finish-out materials as required and will typically include, but are not limited to, foundation, framing, mechanical, electrical, plumbing, masonry and other exterior finishes, metalwork, roofing, insulation, glazing, and all interior floor, wall, and ceiling finishes, lighting, painting. The Company compiled these estimates based on its experience developing its prototypical buildings where there were no unusual conditions such as special architecture or finishes. This estimate does not include the costs of building permits; on-site or off-site site improvements which have been discussed in (7) above. Construction costs can vary based upon size of the building, materials and methods specified in the construction documents, as well as other geographical, regional, and municipal influences. New restaurant development projects that will include the conversion and remodel of an existing building will likely have their own site-specific scope of work and cost structure necessary to successfully adapt the existing building designs so they conform to brand image and operational standards, and as such, are not included. If we or our affiliates provide site development services, you will be required to pay us a fee of up to $50,000 for work we complete toward developing the site, in addition to our out-of-pocket and internal overhead costs.

(9) Furniture, fixtures, and equipment costs are affected by the sign package, kitchen configuration, dining room size, and the use of digital menu boards and other optional equipment. Excludes security equipment.

(10) Includes purchase and installation of Back-Office PC, Web-based mobile training device, point-of-sale system, kitchen display equipment, speed of service equipment, network infrastructure equipment, and order confirmation system as well as extended warranty for certain point-of-sale system equipment. These estimates include drive-thru registers, kiosk registers, kitchen stations, payment devices, mini-PC, delivery order printer, receipt printers, cash drawers, and mobile app reporting system. Additional hardware and equipment costs will vary, but we recommend budgeting for an additional $2,000 to $6,000 in contingency funds for any site-specific variances. You will also be required to pay a subscription based POS Software and support fee of $280 to $369 per month depending on a variety of circumstances directly to the

vendor. This covers licenses, software, and support fees and will apply per item. We anticipate that the fees charged will change over time and will likely increase.

(11) The pre-opening training and inventory expenses in a new market can be higher.

(12) “Pre-opening additional funds” include any miscellaneous expenses required before the restaurant opens, but excludes the following; rent related items, property taxes, labor and food cost. Costs may vary depending upon your restaurant location, economic conditions, and competition.

(13) Business licenses and utility deposits costs vary by municipality and state.

(14) “Additional funds” include the following for the first three (3) months of operations: initial employee wages; management compensation; ongoing purchases of inventory of food and supplies; utilities; repairs and maintenance; and insurance (annual premium). It excludes income taxes, officer compensation, Workers' compensation insurance, property insurance, general and administrative expenses, interest, other income and expense, royalties, marketing fees, depreciation, rent, taxes and license expenses, other labor expenses, bonuses, travel expenses, and cash overage/shortage. These figures are based on the recent experience of franchised and Company restaurants.

(15) Financing rates, lease rates, cash injection, loan or lease fees, creditworthiness, lender selection and interest rates, closing costs and factors may vary, and will affect your initial investment. The Company may offer some limited financing. (See Item 10.)

(16) Your estimated initial investment under the Development Agreement will vary depending on the number of Jack in the Box Restaurants you develop. The estimated initial investment chart reflects the minimum number of two (2) development commitments for new franchisees. For existing franchisees, the total development fee for two (2) development commitments will be twenty thousand dollars ($20,000). No part of this initial investment is refundable.

If you are developing a nontraditional restaurant, certain categories of the identified costs may vary from those disclosed above. We anticipate that at least the following expenditures will vary from those previously stated. The Initial Franchise Fee will be $25,000. On-Site Improvements are likely to range from $0 to $400,000. On-Site Improvement costs will vary depending on whether exterior site area improvements will be part of your development. Building or space improvement costs will vary depending on the size of the space being leased, type of finishes specified, how much back of house infrastructure may be shared with other tenants, if there is dining room area included in your development, as well as other site-specific development costs based upon landlord, regional, local, or municipal influences, and are likely to range from

$370,000 to $700,000 and up. Like the building or space improvement cost influences noted above, furnishings, fixtures and equipment costs will vary and are likely to range from $250,000 to $425,000. An environmental assessment will likely range from $2,500 to $34,000. All other initial costs disclosed above are expected to be approximately the same for both traditional and non-traditional restaurants. Accordingly, we anticipate that the overall cost for a nontraditional restaurant will likely range from $990,000 to $2,300,000.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must adhere to Company standards and specifications in the development and operation of your restaurant. The Company's standards and specifications apply to the vast majority of goods, services, supplies, uniforms, fixtures, equipment, real estate and inventory items you will use. All standards and specifications are developed by the Company in its sole discretion, and may be modified by the Company at any time. Standards and some specifications are provided to you in the Company's manuals and other written materials. If you ask the Company to evaluate a supplier for possible approval, the Company may issue its specifications to the supplier, pending final approval by the Company, if the supplier signs the Company's confidentiality agreement and General Manufacturing Requirements document. There are only a small number of products or services that are not subject to our standards and specifications, such as maintenance and repair services, security equipment or services, and landscaping.

Real Estate and Building. The Company does not require you to purchase or lease real estate from us in order to develop a *Jack in the Box* restaurant, but the Company has the right to approve or disapprove sites and does have a market broker program. Our approval of a site is no representation, promise, or guarantee of its success. If you purchase a franchise for a company operated restaurant that will be sold to you, you will be required to lease or sublease the real estate from us. In many major markets that contain both Company and franchisee restaurants, we recommend that you use our approved real estate broker(s) to identify sites to develop, and must work with Company personnel prior to pursuing any opportunities.

The Company has standards and specifications relating to the building design for *Jack in the Box* restaurants. You do not need to purchase design or construction services from us or a Company-approved supplier, other than brand-specific items as discussed below; however, we do require that your contractors, consultants, vendors, and suppliers be properly licensed, that your architect(s) be on-boarded by us and be approved by us (at our sole discretion) to be able to access the project management system as needed for the exchange of plans, specifications, and other resources, and that they follow processes in place for the review, editing, and approval of all designs and construction documents. The designs, standards and specifications of the prototypical buildings are created and maintained by the Company, and we may modify them from time to time. If you are building or remodeling a restaurant, the Company will give you and your architect access to the current designs, standards, and specifications for the various aspects and components of a prototypical *Jack in the Box* restaurant.

We are currently implementing a reimage program which offers incentives to certain existing franchisees for remodeling their existing restaurants and requires the use JIB-approved architects for properties owned by JIB Properties. Details for the reimage program will be released to impacted existing franchisees.

Computers, Fixtures, Furniture and Equipment. As a franchisee, you will be required to buy certain computer software, peripheral equipment and technology services from us, as described in Items 5 and 11, and you will be required to purchase or lease specified restaurant, technology equipment, furniture, décor, and signage only from our approved suppliers. Other than that, the Company does not require you to purchase or lease furniture, fixtures, or equipment directly from us; however, if you purchase a franchise for a restaurant currently operated by the Company, you will be required to purchase the existing business assets from us, including computers, furniture, fixtures, equipment, and inventory.

In the fiscal year ending September 28, 2025, JIB did not receive any revenue from leasing equipment to Jack in the Box franchisees. JIB received revenue of approximately $333 million (or 28.8% of JIB's total annual revenue of approximately $1.2 billion) of rental income from leasing real property to Jack in the Box franchisees.

Food, Packaging, Smallwares, Food Handling Equipment, Chemicals, and Uniforms. You must purchase and use in your restaurant only those food, packaging items, smallwares, food handling equipment, chemicals, and uniforms that are approved by the Company. In most cases, those items must be purchased from and distributed by suppliers that are approved or designated by the Company. You may be required to participate in testing new products, services or equipment; and there may be certain test items, such as promotional items, specialized food preparation utensils, or food products, that must be purchased through Company approved suppliers.

The Company does not issue specifications for food, packaging items, smallwares, food handling equipment, chemicals, and uniforms directly to franchisees. Those specifications are provided to the approved suppliers. The Company may change approved suppliers at any time. The Company (or its affiliate) is an approved supplier for only a small number of items, such as certain technology services and promotional items.

If you want to purchase any company-specified item from any source other than an existing approved supplier, you must send us a written request for approval of the proposed supplier. We generally make a determination on the approval of new suppliers within three to six months, although that time frame can vary depending on the circumstances. You may not purchase from any supplier until that supplier has been approved in writing by the Company. In most cases, we require that the Company or its agents be permitted to inspect the supplier's facilities, and that the supplier send samples for evaluation and testing to the Company, or at our option, to a laboratory designated by us. In addition, the Company may evaluate the supplier's adherence to, among other things, food safety, quality, sanitation, environmental, and human rights and animal welfare programs; ability to make a product safely and to specifications;

production, storage and delivery capabilities; financial condition; willingness to protect the Company's confidential information; integrity of ownership and management; potential conflicts of interest; and ability to comply with the provisions of our Vendor Code of Conduct.

Certain criteria for supplier approval are managed through the Food Safety department. The time we need to approve or disapprove a supplier varies depending on a number of factors, including the complexity of the product or equipment, and competing business imperatives. When there are already two (2) approved suppliers for an item, the Company can require a fee from the proposed new supplier or the requestor to cover the actual costs and expenses of inspection and approval, including expenses relating to travel, testing, training supplier employees, and coordinating product rollouts. The Company may limit the number of approved suppliers for any given item.

The Company requires that suppliers consistently comply with all of the Company's standards, specifications, and contractual expectations. This may include, without limitation, programs, access requirements, third party audit requirements, initial and ongoing sampling requirements and microbiological surveillance programs. We visit and inspect the approved suppliers' facilities on a continuing basis for announced and unannounced inspections, and independently evaluate and test the products the suppliers are producing. Termination of a supplier as an approved supplier occurs by written notice to the supplier. If a supplier is no longer approved, we will notify all approved distributors and may notify individual franchisees. Upon receipt of written notice of a revocation of approval, you must stop selling any unapproved products, and stop buying from the unapproved supplier. The company will determine an appropriate supplier and/or product replacement for you.

The Company estimates that from seventy-five percent (75%) to eighty-five percent (85%) of the total costs associated with developing a franchised *Jack in the Box* restaurant (excluding the Initial Franchise Fee), and from forty-five percent (45%) to sixty-five percent (65%) of the total annual costs associated with the ongoing operation of a franchised *Jack in the Box* restaurant (excluding rent), relate to items that must conform to the Company's specifications or be purchased from us or our approved suppliers.

During fiscal year 2025, JIB received marketing-related reimbursements and/or services from suppliers, with an approximate value of $4,385,008. All such funds are contributed to the Marketing Fund.

The Company and its affiliates have negotiated agreements with certain technology suppliers that may provide incentive funds or credits of up to three percent (3%) based on the cumulative amount spent by *Jack in the Box* restaurants back to the Company or its affiliates. As of the issuance date of disclosure document, the Company and its affiliates received approximately $50,500 in incentives or credits in 2024 and approximately $134,000 in incentives or credits in 2025, which amounts were used by the Company to fund technology projects that have benefitted all system restaurants.

The Company and its affiliates have a balance of approximately $41,000 in incentives or credits, which will be used by the Company in 2026 to fund technology projects that benefit all system restaurants. The Company plans to reinvest any such incentive funds or credits received in the future into continued systemwide technology research, development, and implementation in its sole discretion.

JIB may receive rebates or other payments from certain approved suppliers based on sales to Company locations and to franchisees. Any rebates received from these suppliers are credited back to each franchisee based on their actual purchases from each supplier on an annual or quarterly basis, depending on the supplier's timing of payment of the rebates. JIB does not derive any revenue from these rebates based on franchisee purchases.

The Company and its franchisees now purchase almost all food and beverage products through third-party distributors. The distributors purchase products from suppliers, then resell the product to the Company and franchisees. JIB negotiates price and certain other contract terms with the suppliers; conducts food safety and product quality testing, inspections and remediation activities; manages product tests, rollouts and related product obsolescence; reviews distribution charges and performance; and participates in distribution councils and dispute resolutions. For those services, JIB receives a Sourcing Fee from franchisees who use the third-party distributor. The amount of the Sourcing Fee is determined each year in consultation with a franchisee/franchisor committee called the "Supply Chain Management Committee" ("SCMC"), and is currently a per-unit charge of sixteen cents ($0.16) (a unit is a case of goods sold through the distribution network). The Sourcing Fee is collected by our third-party distributors in connection with sales to both franchised and Company restaurants, and is forwarded on to us on a weekly basis. In fiscal year 2025, JIB collected total Sourcing Fees of approximately $4,924,226 from both franchised and Company restaurants. Additionally, $248,939 in Customer Fund Fees was carried over from fiscal year 2024. During the October 2025 meeting, the SCMC agreed to carry the remaining $20,122 into fiscal year 2026.

At a meeting convened in June 2017, and subsequently in August of 2021 the SCMC voted to approve hiring employees who have expertise in negotiating Equipment and Indirect Purchasing to do so for the Jack in the Box System, and to pay for those positions by increasing the Sourcing Fee by the amount necessary to cover the costs of these employees (estimated to be between $0.01 and $0.015 per unit, or between approximately $175 and $262 on average per year per store, with the current cost being close to the $0.01 per unit figure). As a consequence, the Sourcing fee disclosed in the previous paragraph now covers all food and beverage, smallwares, and packaging product purchases through third-party distributors, as well as the cost of this Equipment and Indirect Purchasing staff positions.

As background, the SCMC was created by JIB and the franchisees and is comprised of Company and franchisee representatives. SCMC oversees the selection of the distributors of certain products to Jack in the Box Restaurants and reviews financial and operational performance of the supply chain participants. The voting

members of the committee are elected company and franchised operators (one vote per restaurant) and non-voting supply chain members are appointed by the Company. There is a charter and bylaws for the SCMC.

JIB collects a fee to cover any write-off of obsolete inventory at the end of a promotion or in the event of menu item deletions ("Customer Fund Fee"). The amount of the Customer Fund fee is determined each year by JIB in consultation with a franchisee/franchisor committee. This fee is currently a per-unit charge of $0.02 cents (a unit is a case of goods sold through the distributors). The fee is collected by distributors in connection with sales to both franchised and company owned restaurants. JIB reconciles the Customer Fund every period and, at the end of each fiscal year, remaining funds are returned to the franchised and company units on a pro-rata basis. In fiscal year 2025, JIB collected a total of $606,737 in Customer Fund Fees. During the October 2025 SCMC meeting, the remaining $200,877 of unused funds were carried over into the next fiscal year.

We do not provide franchisees any material benefits based on their purchase of particular products or services, or their use of particular suppliers.

None of the officers of the Company own a material interest in any of our approved suppliers. Several of our officers own an interest in the Company.

As stated above, franchisees purchase product through third-party distributors. The contract terms that the Company has negotiated with its primary suppliers (including with the third-party distributors) are made available to franchisees that enter into a participation agreement with the Company and the third-party distributors. Franchisees that choose not to use the Company's third-party distributors can negotiate their own contracts with another approved distributor and approved supplier, and are not bound by the terms negotiated by the Company.

JIB may negotiate contract terms with suppliers of products or services other than food and packaging, such as equipment suppliers or credit card processors. While JIB often asks suppliers to offer the same contract terms to system franchisees, JIB cannot assure that this will happen, or what terms ultimately will be made available to franchisees.

There are no purchasing cooperatives.

Insurance. You must obtain and maintain, at your sole expense, all of the insurance coverage that the Company requires. Company may place restrictions or requirements on the insurance you must purchase, which can be modified from time to time. The current requirements are: Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate; Business Automobile Liability insurance with a limit of not less than $1,000,000 per accident; Workers' Compensation insurance as required by law; Employer's Liability insurance with a limit not less than $1,000,000 per

occurrence; "All Risk" property insurance; Builders' All Risk insurance; and other insurance that may be required by any state, local, federal, or municipal law or by a third-party land owner.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	Sections 3. and 5.B. of Franchise Agreement; Sections 7.A. and 8.A. of Single Unit Development Agreement; Sections 7.A. and 8.A. of Multi-Unit Development Agreement; Sections 1., 3., and 5.B. of Nontraditional License Agreement	Items 8 and 11
b.	Pre-opening purchases/lease	Not applicable	Items 5, 7 and 8
c.	Site development and other pre-opening requirements	Section 5.B. of Franchise Agreement; Sections 8. and 9. of Single Unit Development Agreement; Sections 8. and 9. of Multi-Unit Development Agreement; Section 5.B. of Nontraditional License Agreement	Items 8 and 11
d.	Initial and ongoing training	Sections 5.J., 6.E, and 7. of Franchise Agreement; Sections 5.I. and 6. of Nontraditional License Agreement	Item 11
e.	Opening	Section 9. of Single Unit Development Agreement; Section 9. of Multi-Unit Development Agreement	Item 11

Obligation		Section in Agreement	Item in Disclosure Document
f.	Fees	Sections 2., 5.S., 8., 14. and 16. of Franchise Agreement; Sections 5. and 11.D. of Single Unit Development Agreement; Section 11.D. and Exhibit A of Multi-Unit Development Agreement; Section 2., 7. and 14. of Nontraditional License Agreement	Items 5 and 6
g.	Compliance with standards and policies/Operating Manual	Section 5. of Franchise Agreement; Section 5. of Nontraditional License Agreement	Items 11 and 14
h.	Trademarks and proprietary information	Sections 5.A., 5.C., 5.M., 5.Q., 10., and 11. of Franchise Agreement; Section 22. of Single Unit Development Agreement; Section 22. of Multi-Unit Development Agreement; Sections 5.A., 5.C., 5.K., 9. and 10. of Nontraditional License Agreement	Items 13 and 14
i.	Restrictions on products/services offered	Section 5. of Franchise Agreement; Section 5. of Nontraditional License Agreement	Item 16
j.	Warranty and customer service requirements	Not applicable	Not applicable
k.	Territorial, development and sales quota	Section 7. of Single Unit Development Agreement; Section 7. of Multi-Unit Development Agreement	Not applicable
l.	Ongoing product/service purchases	Sections 5.D., 5.E., and 5.F. of Franchise Agreement; Sections 5.D., 5.E., and 5.F. of Nontraditional License Agreement	Items 6 and 8
m.	Maintenance, appearance and remodeling requirements	Sections 5.A., 5.B., 5.C., 5.D., 5.E., and 5.G of Franchise Agreement; Section 5.A., 5.B., 5.C., 5.D., and 5.E. of Nontraditional License Agreement	Item 8

Obligation		Section in Agreement	Item in Disclosure Document
n.	Insurance	Section 12. of Franchise Agreement; Section 15.B. of Single Unit Development Agreement; Section 15.B. of Multi-Unit Development Agreement; Section 11. of Nontraditional License Agreement	Items 7 and 8
o.	Advertising	Sections 5.L., 5.Q, 6.C, and 8.B. of Franchise Agreement; Sections 5.K. and 7.B of Nontraditional License Agreement	Items 6, 11, and 16
p.	Indemnification	Sections 5.K., 11., and 13. of Franchise Agreement; Section 15. of Single Unit Development Agreement; Section 15. of Multi-Unit Development Agreement; Section 12. of Nontraditional License Agreement	Item 6
q.	Owner's participation/ management/staffing	Sections 4., 5.J., 5.O., 7., and 20.G. of Franchise Agreement; Section 6. of Single Unit Development Agreement; Section 6. of Multi-Unit Development Agreement; Sections 4., 5.I., and 5.M. of Nontraditional License Agreement	Item 15
r.	Records/reports	Section 9. of Franchise Agreement; Section 8. of Nontraditional License Agreement	Item 6
s.	Inspections/audits	Sections 5.N. and 9.D. of Franchise Agreement; Sections 5.L. and 8.E. of Nontraditional License Agreement	Item 6 and 11
t.	Transfer	Sections 14., 15., and 16. of Franchise Agreement; Sections 10., 11., and 12. of Single Unit Development Agreement; Sections 10, 11., and 12. of Multi-Unit Development Agreement; Sections 13. and 14. of Nontraditional License Agreement	Items 17
u.	Renewal	Section 1. of Franchise Agreement; Section 1. of Nontraditional License Agreement	Item 17

Obligation		Section in Agreement	Item in Disclosure Document
v.	Post-termination obligations	Sections 18. and 20.I. of Franchise Agreement; Sections 16.B. and 16.C. of Single Unit Development Agreement; Sections 16.B. and 16.C. of Multi-Unit Development Agreement; Section 16. of Nontraditional License Agreement	Item 17
w.	Non-competition covenants	Section 19. of Franchise Agreement; Section 17. of Nontraditional License Agreement	Item 17
x.	Dispute resolution	Sections 20.C., 20.D, and 20.E of Franchise Agreement; Section 18.B. of Nontraditional License Agreement	Item 17
y.	Taxes and compliance with law	Sections 4.C., 5.K., 9.C., 18.D. and 18.I. of Franchise Agreement; Sections 8.E., 8.G., 10., and 13. of Single Unit Development Agreement; Sections 8.F, 8.H., 10., and 13. of Multi-Unit Development Agreement; Sections 4.G., 5.J. and 8.D. of Nontraditional License Agreement	Item 17
z.	Compliance with other agreements	Section 17. of Franchise Agreement	None

ITEM 10
FINANCING

The Company does not regularly offer financing in connection with the establishment or operation of new franchised restaurants. In limited circumstances, the Company may offer build-to-suit arrangements to assist you in meeting construction obligations. In such instances, the Company completes the acquisition and construction of the site, and then leases the land and newly constructed building and improvements to you. The rent payable by you under the lease is negotiated, as are periodic rent increases. As part of the build-to-suit arrangement, the Company will negotiate with you to allow you the option of eliminating the building rent by making a lump sum payment to the Company at a future date.

In other limited circumstances, under our current Development Incentive Program, if you open the restaurant in accordance with the time frames specified in the Development Agreement, and certain other requirements are met, the Company or one

of its affiliates may loan you $150,000 at zero percent (0%) interest after ground break to be used toward development costs. The loan must be repaid by crediting 100% of the royalties that would otherwise have been due and payable until the Note is paid in full; and, unless it has already been repaid, is due in full when the developed restaurant is sold or closed. Under this loan agreement, (i) you will be required to sign a Promissory Note (see Exhibit I); (ii) no security interest is required by the Company or its affiliate; (iii) no one other than you, as franchisee, must personally guarantee the debt; and (iv) the debt can be prepaid without any penalty.

If you default on the Promissory Note, you must pay us five percent (5%) of the total amount of each payment; to the extent permitted by law, any amounts outstanding will accrue interest at a default rate of 12% until paid in full; and you will incur potential liabilities, including: (i) an accelerated obligation to pay the entire amount due; (ii) obligations to pay the prevailing party's court costs and reasonable attorneys' fees incurred in collecting the debt; (iii) liabilities from cross defaults under any Franchise Agreement(s), Lease Agreement(s), or other related agreement(s) between you and the Company; and (iv) termination of the franchise. This loan agreement does not require you to waive defenses or other legal rights or bar you from asserting a defense against the Company. It is not the Company or its affiliates' practice or intent to sell, assign, or discount to a third party all or part of the loan arrangement.

We may, upon request, try to help you locate a source of financial assistance. We will not charge a fee or receive other compensation for this service.

The Franchise Agreement gives us a first-priority security interest in the business assets of your *Jack in the Box* restaurant in order to secure payment of all amounts that you may owe to us under the Franchise Agreement and any other agreements you may have with us. Granting us a security interest in these assets may impair your ability to obtain financing from other potential lenders. In order to facilitate your efforts to obtain financing, we may agree to subordinate our security interest to the security interest of another lender, but only under certain conditions.

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

Except as listed below, the Company is not required to provide you with any assistance.

For all assistance and obligations described in this Item 11, JIB will act on our behalf as Manager, as explained in Item 1.

Pre-Opening Assistance

If you are a Developer, the Company must approve or disapprove your proposed site after you have submitted a completed Site Acquisition Package, which is described in the Development Agreement. We consider many factors when deciding whether or

not to approve a site, including the size of the property, ingress, egress, geography, traffic count, traffic patterns, parking, drive-thru availability, physical characteristics of existing buildings, demographics, proposed building and kitchen style, lease terms, financial impact to existing restaurants within the market, and the location of other restaurants in the area, among others. The Company will communicate to you its approval or disapproval of a site within a reasonable time, not to exceed ninety (90) days. If we cannot agree upon a site, you may be held in default of the Development Agreement and the Development Agreement could be terminated. (See Exhibit G-1, Single Unit Development Agreement, Section 8C. and Exhibit G-2, Multi-Unit Development Agreement, Section 8C.) The Company's approval of a site is not a representation that the site will be successful.

The Company has no obligation to help you locate a site. You are responsible for locating a site, negotiating the purchase or lease of the site, and arranging for appropriate financing. (See Exhibit G-1, Single Unit Development Agreement, Sections 8D – 8F.and Exhibit G-2, Multi-Unit Development Agreement, Sections 8D – 8F.) However, the Company may locate a site and offer it to you with various options for development, in which case there may be additional fees as described in Item 5.

If you lease a site from a third party, it must include specific terms and conditions we require (see Exhibit Q, Lease Addendum, Exhibit F-1, Franchise Agreement, Section 3, Exhibit F-2, Nontraditional License Agreement, Section 3, Exhibit G-1, Single Unit Development Agreement, Section 8.D and Exhibit G-2, Multi-Unit Development Agreement, Section 8.D).

If you are a Developer, and the Company has approved your proposed ground-up site, the Company must provide you with a set of prototypical plans for your selected prototype building which is to be used by your approved architect for site adaptation purposes when developing the new restaurant's permit and construction documents. (For Nontraditional and Conversion Locations, we will provide you with kitchen design options, image and operational specifications and various other standards, but we may not provide you with prototypical plans.) Except as otherwise agreed, you are responsible for all aspects of the project management, due-diligence, design, entitlement, permitting, and construction. This includes, but is not limited to, hiring the necessary consultants, approved architects, engineers and contractors, and ensuring that the building is constructed in compliance with all ordinances and codes, as well as in compliance with the Company's specifications. (See Exhibit G-1, Single Unit Development Agreement, Sections 8D – 8H.and Exhibit G-2, Multi-Unit Development Agreement, Sections 8D – 8H.) Any modifications to the prototypical building design, including site adapted drawings, must be pre-approved by the Company. The Company must also provide you with specifications for equipment, signs and fixtures, opening inventory, supplies and most other materials needed to open the restaurant. The Company will provide you with a list of approved suppliers for all items where approved suppliers are required.

In some circumstances, we may offer certain site development services for a fee and payment of all internal overhead and out-of-pocket costs and expenses. The terms

of this type of arrangement will be governed by an amendment to your Development Agreement.

Regardless of whether you develop a site or are buying an existing *Jack in the Box* restaurant, the Company must provide training to the franchise operator. The Company must also provide training for one restaurant manager, unless you are buying an existing restaurant and choose to retain the then-current restaurant manager. See "Training" below for more information.

We will provide franchisees access to or copies of our confidential standards, policies, procedures, and other manuals. You may view these documents under the supervision of our representative at a mutually convenient time and place before you sign a Franchise Agreement. Before that review, you must sign a confidentiality agreement.

Time Between Signing a Contract/Paying Fees and Opening of Restaurant

The typical length of time between the date you first sign a contract with us or pay us any money, and the date your restaurant opens, depends upon whether you are a Developer or you are franchising an existing restaurant. If you are developing a site, it typically takes about eighteen (18) to thirty-six (36) months after signing the Development Agreement to open the first restaurant, depending upon restaurant location and other factors. If you are franchising an existing restaurant, it typically takes between ten (10) and fourteen (14) weeks after signing the letter of intent and paying a deposit to us to take over operations of the restaurant. These time frames can vary considerably based on the time it takes to obtain financing, secure permitting, construct a restaurant, and hire and train your workforce, among other things. Following approval by Company of any proposed new restaurant location, you must sign our then current form of Franchise Agreement (See Exhibit G-1, Single Unit Development Agreement, Section 9. and Exhibit G-2, Multi-Unit Development Agreement, Section 9.)

Post-opening Assistance

After your restaurant is open, the Company will continue to offer you and your employees access to certain basic training materials, at your expense. See "Training" below for more information. (See Exhibit F-1, Franchise Agreement, Section 6.E.)

The Company must also provide information on the preparation of new products and other new procedures. The Company will train you on those new procedures and if necessary provide training materials to assist you in training your employees on those new procedures. (See Exhibit F-1, Franchise Agreement, Section 7.) Currently, the first copy of the training materials is free of charge, but the Company may charge you for access to additional copies, subject to the provisions in Item 14.

The Company must provide consultation and advice from time to time concerning the operation of the restaurant, merchandising and local store marketing, as we deem

appropriate. All local store marketing must be approved by Company prior to use. (See Exhibit F-1, Franchise Agreement, Section 6.)

The Company may require that you use an "all inclusive" pricing structure or tiered pricing structure, and/or other pricing system or guidelines, and the Company may set minimum or maximum prices on products and services, subject to applicable law (See Exhibit F-1, Franchise Agreement, Section 5.G.)

After the restaurant opens, we may require that you, your Designated Market Operator, and/or one Certified Franchise Restaurant Manager attend additional or refresher training programs. If such training is required, you will be responsible for paying the salary of your manager, as well as any travel, living and personal expenses for you and your employee while taking the training, along with any retraining fee the Company may adopt from time to time, in its sole discretion, in the Manuals. (See Exhibit F-1, Franchise Agreement, Section 7.)

The Advertising Program

The Company develops and executes marketing programs and activities for the *Jack in the Box* brand and directs, prepares and/or places advertising, promotions and/or communications to build the brand. The marketing programs and activities may include, but are not limited to: preparing and conducting digital, social, television, radio, and out-of-home advertising campaigns; purchasing radio, television, digital, social, and other media for the distribution of advertising campaigns; advertising through direct mail and outdoor billboards; preparing and conducting marketing/brand surveys and research, which may include awareness and usage surveys, focus groups, marketing surveys and consumer feedback surveys; public relations activities; research, development and testing of products, packaging, and concepts; brand positioning and marketing activation; preparing, conducting, providing for first party and/or third party delivery promotions, discounts, coupons, deals; preparing and executing e-mail and internet-based marketing programs; employing advertising, public relations, and branding agencies and other professional consultants; and providing point-of-purchase, collateral and other marketing materials to the restaurants operated under the System.

The Company has complete discretion regarding the choice of media outlets, whether the funds are spent at the local, regional, or national level, and whether to use in-house or national or regional advertising agencies. Media may appear across several outlets, including, but not limited to, television, radio, out-of-home, coupons, digital, mobile, online, Jack in the Box mobile app, and/or public relations events. The Company has no obligation to spend any amount in the area or territory where your restaurant may be located, unless you will be developing a restaurant in what we consider a "new market," and we have a written agreement to spend a specific amount on marketing in that market. (See Exhibit F-1, Franchise Agreement, Section 6.) Our general practice is to spend approximately twenty percent (20%) of the Marketing Fees in the market from which the fees were collected, and to collaborate with the franchisees on the market activities in their markets, but this practice may vary, and we may change that practice at any time.

Other than paying the Marketing Fee discussed below, you are not required to spend any additional amounts on advertising, although you may incur costs associated with marketing-related activities, such as loyalty or rewards programs or free or reduced-cost food promotions. If franchisees want to use marketing or advertising materials they have developed, including any internet-based advertising, they must obtain the Company's written approval before using them. (See Exhibit F-1, Franchise Agreement, Section 5.)

There is no franchisee advertising council that advises the Company on advertising policy; however, the Company has formed an advisory council called the Leadership Advisory Council ("LAC") and an advisory council called the Jack Marketing Advisory Council ("JMAC").

There are no advertising cooperatives.

Marketing programs and activities are paid for from the Marketing Fund (as that term is defined in the Franchise Agreement). The Marketing Fund is a combination of (a) the marketing fees paid by United States franchisees (in an amount equal to the percentage paid by all traditional *Jack in the Box* restaurants in the system, which is currently five percent (5%) for traditional locations), and (b) an amount contributed by the Company of no less than five percent (5%) of the Gross Sales of its traditional Company-owned and -operated *Jack in the Box* restaurants. (See Exhibit F-1, Franchise Agreement, Section 8.B.) In addition to restaurant contributions, we occasionally receive money from vendors in support of marketing campaigns, but the sum collected from these vendors varies. All vendor receipts are recorded in a separate account within the Marketing Fund.

The Marketing Fund is administered by the Company, and is not audited. The LAC has the right to request quarterly reports relating to the Marketing Fund.

If Marketing Fund contributions are not spent during the year contributed, or overspending occurs, the surplus or deficit is carried over to the following year. With the exception of very limited shared overhead expenses, none of the Marketing Fund is used to solicit new franchise sales.

During the 2025 fiscal year, contributions to the Marketing Fund were spent as follows (in approximate percentages): 68.0% on media, promotions and sponsorships, 10.4% on agency fees, 5.6% on production, 7.3% on administrative expenses, and 8.8% on other expenses. The "other expenses" include, among others, in-store merchandising, consumer research, R&D and menu strategy, and digital guest experience. The Marketing Fund ended fiscal year 2025 with a deficit of 0.1% of the funds contributed, or $191,643.90, which was carried over into the following fiscal year.

Licensees of nontraditional restaurants pay a Marketing Fee, which is typically 1% of Gross Sales. The Company may spend that amount in its sole discretion for any marketing, promotional or advertising purpose the Company determines is appropriate. Licensees of nontraditional restaurants must, at all times through the term of the

Nontraditional License Agreement, use reasonable efforts to advance the reputation of *Jack in the Box* restaurants and the products sold under the trademarks in order to increase the goodwill of the trademarks and the system. Before using any advertising materials, such Licensees must submit all advertising materials to us for approval, which we will not unreasonably withhold.

You must participate in any gift card, loyalty, rewards, or similar programs required by the Company. In connection with these programs, you may be required to sign certain participation agreements and other agreements (current Stored Value Card Service Agreement (Exhibit O)) and pay fees to the Company or to third parties and purchase hardware and/or software from the vendors the Company designates.

In addition to the other marketing programs, at the time you sign the Franchise Agreement you must remit to us a Grand Opening Advertising and Promotion Fee of $10,000 if your Restaurant is located in a Select Market, meaning a market in which marketing efforts are not established, as determined from time to time by us in our sole discretion. You must spend the Grand Opening Advertising and Promotion Fee, with the approval and coordination of our Marketing Department, for the purpose of promoting your Restaurant within the first year of opening the Restaurant, as described in Item 5.

Computer System

You must use a Company-specified computer system. (See Exhibit F-1, Franchise Agreement, Section 5.E.) We estimate the cost to purchase the computer system to be $45,000-$60,000 and the cost to replace/upgrade the computer system to be $45,000-$60,000. The cost for computer support varies based on the type of equipment and services selected, but we estimate such cost is at least $300 per month. The computer system includes the following items:

(a) a Company-specific computer system, which runs the proprietary Company Restaurant Management Software. The computer system includes a CPU, a monitor, and a laser printer, which must be purchased using the Company-approved specifications from a Company-approved vendor. The computer system also includes a time clock, brackets, cables and an applicable PC cabinet, which must be purchased from the Company. Currently, costs are approximately $3,000, depending upon the configuration. We are evaluating enhancements to this system and the costs may increase.

(b) a Company-specified POS system that is integrated with the Company-specific computer system, and is used to collect data on sales, product mix, and inventory, among other things. The POS system will include Company-approved order terminals, kitchen video equipment, a web-based mobile training device, a printer, and it may include other items such as cash drawers, receipt printers, customer interfacing POS integrated selling systems, POS integrated mobile payment systems, PC-DSSI compliant payment systems, integrated order confirmation boards,

and drive-thru communications headsets. The cost of these additional items varies. (See Exhibit A to the Franchise Agreement.)

(c) the Network Infrastructure equipment and services, which includes primary and backup Internet connection, managed firewall, network switch, security services, guest Wi-Fi, private Wi-Fi, remote network service monitoring, and, if selected, Outdoor Order Taker ("OOT") networking. Potential construction costs and service activation fees (if applicable) are evaluated and determined on a site-by-site basis.

(d) Company-approved computer software and POS software. You will pay a monthly subscription fee to the vendor of $280 to $369 depending on a variety of circumstances.

(e) Third party vendors, which Franchisee must use for certain additional software systems including but not limited to back office, labor management, and inventory systems.

You are required to pay us the Technology Fees as we specify from time to time and as identified in the Franchise Agreement. We have the right to increase or otherwise modify this fee at any time upon 30 days' notice. The Technology Fees include the Monthly Technology Fee which is currently $350 to $500 per month (but which will increase to $500 to $675 in the near future), plus the Monthly Digital Fee which is currently $0.00 (but which may increase to $105 per month in the near future), plus the Per Digital Transaction Fee which is currently $0.00 (but which may increase to $0.14 to during the first year following implementation and $0.30 during the second year following implementation in the near future).

You must comply with the Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by the Company.

You must keep your computer system, POS system, and network communication system in good maintenance and repair, and promptly install any upgrades, updates or changes to them as the Company directs. There are no contractual limitations on the frequency or cost of that work. The Company has no obligation to provide any ongoing maintenance, repairs, upgrades or updates for you.

The Company can access information and data from your computer system, POS system and network communication system. There are no contractual limitations on the Company's right to access such information and data. (See Exhibit F-1, Franchise Agreement, Section 5.E.)

You must be in full compliance with the Payment Card Industry Data Security Standards ("PCI-DSS"). Upon request, you must prove to us your compliance with the PCI-DSS by providing: (a) an executed copy of the PCI-DSS assessment questionnaire; or (b) the PCI report on compliance.

Training

The following is a table showing the specific training courses that we offer to you and/or your employees. Additional information about the training follows the table, including where the training will take place.

TRAINING PROGRAM

	Requirements By Level						
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**	**TM**	**TL**	**RM**	**FO**
Onboarding	4	0	Restaurant	X	X	X	X
Assembly Workstation Training	1	8	Restaurant	X	X	X	X
Fryer Workstation Training	3	8	Restaurant	X	X	X	X
Grill Workstation Training	3.5	8	Restaurant	X	X	X	X
Guest Service Workstation Training	3.5	8	Restaurant	X	X	X	X
Prep Workstation Training	1	9	Restaurant	X	X	X	X
Maintenance Workstation Training	4	8	Restaurant	X	X	X	X
Introduction To The Role of Team Leader	2	1	Restaurant		X	X	X
Team Leader Training (Communication, Coaching and Feedback; Food Safety for Team Leaders; Food Safety Checklist; Food Safety Assessment; TL Food Safety Certification; Administration Basics; POS & Cash Handling; Equipment & Troubleshooting; Shake Machine Certification; Training Basics; Leading Your Team; Guest Experience Review; Practice Shifts; Field Leader Discussions)	20	100	Restaurant		X	X	X
Restaurant Manager Training (Introduction to Management Training; BOH Systems Training; Food Cost, Timekeeping & Labor; Time Management; Well-Trained Employees; Jenius Tools;	20	100	Restaurant			X	X

	Requirements By Level						
Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**	**TM**	**TL**	**RM**	**FO**
Problem Solving; Speed Tools; Increasing Sales; Leading for Success; Business Analysis Training with DM)							
DM Training (Leadership Training; Operations Training; People, Staffing & Financials; Food Safety Management)	10	70	Restaurant			X	X
RSC Onboarding	8	0	RSC				X
TOTAL	80 hours	320 hours					

TM = Team Member
TL = Team Leader
RM = Restaurant Management
FO = Franchise Operator
X = Indicates required subject matter
* = If required by state or local law or regulation

The training hours listed are an estimate based on our expectations of what a typical prospective franchisee might require. However, because the Company's training program is proficiency-based and not time-based, the actual time needed to demonstrate proficiency in each training area may vary, and you may require less or more time training than listed here. The training subjects will routinely change, as will the minimum training requirements by level. The Franchise Operator and the restaurant employees will be required to complete the training provided by the Company, as indicated. We request that you complete the training 5–6 weeks before first restaurant opens

New Franchise Operator Training Program

Before your restaurant opens, the Company must provide the Franchise Operator (or, if applicable, a Designated Market Operator) with pre-opening training, as shown in the table above.

The training program for you is approximately ten (10) to fourteen (14) weeks (560 hours) long (with ten weeks of training and possibly three additional training weeks if needed), is offered as needed, and takes place in San Diego, California, Dallas, Texas, or Los Angeles, California, at our sole discretion. The cost of your training is included in the Initial Franchise Fee, but you are responsible for paying travel, living and personal expenses while taking the training programs.

You (or, if applicable, a Designated Market Operator) must successfully complete the entire training program before you (or a Designated Market Operator) will be approved to operate a franchised restaurant.

Certified Franchise Restaurant Manager Training

In addition, before your restaurant opens, we must provide training for one of your employees to become a Certified Franchise Restaurant Manager. (See Exhibit F-1, Franchise Agreement, Section 7.) The Certified Franchise Restaurant Manager training program is shown in the table above. The training can take place in San Diego, California, or in some instances, at a location closer to the franchised restaurant.

The cost of the initial training of one restaurant manager per restaurant is included in the Initial Franchise Fee, but you are responsible for paying your manager's salary, as well as travel, living and personal expenses for you and your employee while taking the training programs.

Your restaurant manager must successfully complete the entire training program before you will be permitted to open your franchised restaurant.

Training for Other Employees

Before your restaurant opens, we will also give you and your employees access to our Web-Based Training Programs. You must ensure that all employees acting in the capacity of a “person in charge” of the restaurant (for example, team leader, assistant manager, etc.) have completed, at a minimum, our training programs as required, the Food Safety for Team Leaders course, the Food Safety Checklist course offered through Web-Based Training Programs, and Food Safety Management Certification, if required in your jurisdiction.

There are charges associated with setting up your web equipment, but there is currently no extra charge for obtaining access to the Web-Based Training Programs, although we reserve the right to charge for these programs in the future. You are responsible for paying your employees while they are engaged in training programs and training initiatives (e.g., new product training roll outs).

Although we are not required to do so, we may offer you the opportunity to have your employees attend certain additional training classes. We reserve the right to charge a fee for those classes and related materials.

Additional Information About Training

The training program is under the direction of Natalie Trzcinski, Senior Director of Operations Services and Training. She has been employed by JIB since May 2014 and has over 20 years of experience in restaurant operations and training.

Our training program is currently comprised of Web-Based training and on-the-job training (“OJT”), but we are testing alternative methods of delivering training,

including via the internet. Web-based training must be completed in combination with, and never in lieu of, OJT. Web-based training is currently available at all restaurants. OJT is conducted in a restaurant by a specially trained Restaurant Manager. Web-Based Training Programs can be conducted by certified trainers who are employed by a franchisee. It is your responsibility to verify that employees who receive training have been properly trained. We may audit you or your employees or otherwise verify that you or your employees are properly trained.

The following list summarizes the training requirements you and your employees must meet before you will be permitted to take a restaurant under your operational control. (See Exhibit F-1, Franchise Agreement, Sections 6.E and 7.)

- The Franchise Operator must have successfully completed the training program discussed above and must demonstrate that he/she has the required knowledge, skills, and abilities.

- You must ensure that your restaurant is staffed by at least one person who has successfully completed the Company's Certified Franchise Restaurant Manager Training Program discussed above.

- If you have managerial employees above the restaurant level, they also must have successfully completed the Certified Franchise Restaurant Manager Training Program at your expense.

- You must ensure that any other employee who is acting in the capacity of a "person in charge" of the restaurant (for example, team leader, assistant manager, etc.) has completed, at a minimum, our training programs as required, the Food Safety for Team Leaders course and the Food Safety Checklist course offered through Web-Based Training Programs and OJT, as well as Food Safety Management Certification, if required in your jurisdiction. OJT validation is accomplished via, among other ways, workstation certifications.

- You must ensure that you and all of your employees have taken all courses required by state and local laws and ordinances, whether relating to food safety or otherwise, and are properly trained.

- You must ensure that you have conducted any other training that you feel is necessary or appropriate for your employees.

The Company may require you and your Certified Franchised Restaurant Manager to take additional or refresher training, including recertification training. If such training is required, you will be responsible for any travel, living, and personal expenses incurred during the training, along with any retraining fee the Company may adopt from time to time, in its sole discretion, in the Manuals.

The Company must provide you with electronic access to the most current version of our reference documents, which contain standards and other information regarding the operation of a franchised restaurant. We must also provide you with any other written standards that comprise part of our operating system. (See Exhibit F-1, Franchise Agreement, Section 5.A.) There are charges associated with setting up and maintaining the computer system that displays the reference documents, but there is no extra charge for obtaining access to the reference documents. We will allow you to review the reference documents before you sign a franchise agreement if you sign a confidentiality agreement promising not to reveal any of the information contained in the reference documents.

Our training program uses various training materials, including workbooks and participant guides. We currently provide training materials free of charge, but we may begin charging for some of those materials.

Notwithstanding any training programs or materials supplied or required by Company, all Designated Market Operators, restaurant managers, and(or) other employees that undergo such training, will at all times remain your employees, and you will be responsible for any and all compensation and other benefits to which they may be entitled, as well as any travel and other expenses incurred in connection with such training.

ITEM 12
TERRITORY

Franchise Agreement, Nontraditional License Agreement and Single Unit Development Agreement (Exhibits F-1, F-2 and G-1)

The Company only grants franchises for specific restaurant locations.

The Single Unit Development Agreement is signed for each location and grants you the right to construct a single *Jack in the Box* restaurant within the Development Area. The Development Area under this Agreement could be a specific site or a larger area agreed to and described in the Agreement. Typically, a larger development area would be defined by market points, as determined by us, and you would receive protected development rights in a one-mile radius around each market point. When establishing market points, we consider various information, such as the locations of other restaurants, direct and indirect competition, store characteristics, historical consumer source surveys, sales history, mobile customer data, demographics, and psychographics, among others. The Company will not grant new *Jack in the Box* franchises to any person or entity other than you for the operation of and the Company will not open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than you; or (iii) develop and open, or allow a franchisee to develop and open, an

offset restaurant to replace any such existing location(s). Company also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area.

Under the Franchise Agreement and Nontraditional License Agreement, there are no restrictions on the Company's right to establish *Jack in the Box* or other restaurants, or to franchise *Jack in the Box* or other restaurants near your restaurant. There are also no restrictions on the Company's right to sell any type of product or service through any other channel of distribution, such as the Internet, food trucks, or grocery stores, under the *Jack in the Box* trademarks or any other trademarks, or to license others to do so, and you will not be compensated for any of these sales. Your franchise agreement will give you no right to sell products or services anywhere other than at your specific restaurant location.

Except as specifically described in your Development Agreement, 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. You will have no right to relocate your business (although, in the past we have permitted franchisees to relocate their franchised business when there was a serious business impediment outside of their control and an offsetting location was available in the immediate vicinity of the original restaurant).

The Franchise Agreement, the Nontraditional License Agreement and Single Unit Development Agreement do not give you the right to establish additional franchised or licensed restaurants, whether by option or right of first refusal.

Multi-Unit Development Agreement (Exhibit G-2)

If you sign a Multi-Unit Development Agreement, you will have the right and obligation to construct an agreed-upon number of *Jack in the Box* restaurants within a defined geographic area (the “Development Area”) during the term of, and subject to the conditions defined in, the Development Agreement. The Development Area will be described in the Multi-Unit Development Agreement. Development Areas may be designated at the Company's discretion in such manner as it deems appropriate but, typically, we define Development Areas by market points as determined by us, and you would receive protected development rights in a one-mile radius around each market point. When establishing market points, we consider various information, such as the locations of other restaurants, direct and indirect competition, store characteristics, historical consumer source surveys, sales history, mobile customer data, demographics, and psychographics, among others. In most cases, the Multi-Unit Development Agreement gives you no option or right to increase, reduce or otherwise change your Development Area, the number of restaurants you must open, or the time period in which you must open the restaurants.

Under a Multi-Unit Development Agreement, the Company may agree not to build new Company-owned *Jack in the Box* restaurants or allow any other person to build new *Jack in the Box* restaurants within the Development Area during the term of

the Agreement. If Company grants you a limited exclusive area, Company will reserve certain rights in that area including the right to grant franchises to third parties for nontraditional venues or for other locations specifically disclosed in the Multi-Unit Development Agreement. Regardless of whether you are granted an exclusive territory under a Multi-Unit Development Agreement, if there is a restaurant already operating in the Development Area at the time you enter into a Multi-Unit Development Agreement, the Company may allow it to operate, may buy the restaurant, or may allow it to be sold to a franchisee other than you.

You must obtain the Company's written approval of each location before you may develop it. If you are already operating one or more *Jack in the Box* restaurants, you must continue to operate those restaurants in full compliance with our Standards throughout the development process. Following approval by Company of any proposed new restaurant location, you must sign a Franchise Agreement with us, and pay any Initial Franchise Fee owed.

If you do not adhere to the Development Schedule, or if you violate any other term or condition of the Development Agreement, any Franchise Agreement or any other agreement with the Company, we may declare a default under the Development Agreement, we may terminate any limited exclusive territory granted under the Multi-Unit Development Agreement and build restaurants in the Development Area or allow other franchisees to build in that Development Area, and/or you will no longer be permitted to build restaurants in the Development Area.

ITEM 13
TRADEMARKS

Under the Franchise Agreement, the Company grants a license to use our principal trademarks "*Jack in the Box*®" and "*Jack*®," as well as certain other names, trademarks, service marks, logos and commercial symbols at the Franchised Restaurant.

The trademarks and service marks listed below are our currently approved principal trademarks, and unless otherwise designated, are registered in the United States Patent and Trademark Office on the Principal Register. All required affidavits have been filed.

1. "JACK IN THE BOX"

a. Reg. No. 722380
Reg. Date: Oct. 3, 1961
The registration was renewed March 23, 2021.

b. Reg. No. 841334
Reg. Date: Dec. 26, 1967
The registration was renewed November 17, 2017.

c. Reg. No. 1957318
Reg. Date: February 20, 1996
The registration was renewed August 7, 2016.

2. "JACK IN THE BOX LOGO AND 3D CUBE DESIGN"

a. Reg. No. 3701423
Reg. Date: October 27, 2009
The registration was renewed June 7, 2019.

b. Reg. No. 3783515
Reg. Date: May 4, 2010
The registration was renewed May 21, 2020.

3. "JACK" (Word Mark)

Reg. No. 1139000
Reg. Date: August 26, 1980
The registration was renewed June 26, 2020.

4. "JACK LOGO AND 3D CUBE DESIGN"

Reg. No. 4276035
Reg. Date: January 15, 2013
The registration was renewed July 31, 2023.

The Company also has many other valuable registered and common law marks. The Company has common law rights in the foregoing principal and other marks as a result of its use of the marks.

The Company relies upon its common law rights and the protection of federal trademark registrations, and does not consider state registrations material to the protection of its rights. Although some of the marks may have been or currently are registered under various state trademark registration statutes, these registrations, if not already expired, will be allowed to lapse and will not be renewed.

There are no known effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, state trademark administrators or any court; pending infringement, opposition or cancellation; or pending material litigation involving the principal trademarks listed in this Item 13.

There are no agreements currently in effect that significantly limit the Company's rights to use or license the use of the above-mentioned marks in any manner material to the franchise.

The Company may require you to modify or discontinue your use of the trademarks or any of them, in its sole discretion, and you may be required to modify or discontinue such use at your own expense. You must promptly notify us if you become

aware of the use of, or a claim of a right to, one of our trademarks. We may thereafter take such action as we deem appropriate. Under the franchise agreement, the Company has the right to control any administrative proceedings or litigation involving a trademark licensed to you. You must fully cooperate in defending or settling of any administrative proceeding or litigation relating to our trademarks. Subject to the terms of the franchise agreement, we must protect you against claims of infringement or unfair competition based upon any authorized use or display of our trademarks.

There are no infringing uses known to the Company that could materially affect your use of such trademarks, service marks, names, logos or other commercial symbols in any state in which company operated *Jack in the Box* restaurants are or in any other state in which the Company presently intends to offer franchises.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Since the Company does not have any registered patents or copyrights, there are no current material determinations of the United States Patent and Trademark Office, the United States Copyright Office, or a court regarding any registered patent or copyright, and there are no agreements that limit the use of any registered patent, patent application, or registered copyright. The Company is not aware of any patent or copyright infringement that could materially affect you.

The Company claims a copyright in its manuals, training materials, policies and procedures materials, advertising and marketing materials, menus, certain software processes, restaurant design and similar materials. We have not registered all of these copyrights. These materials and/or other third-party materials may be supplied or made available to you exclusively for use in connection with your operation of the franchised restaurant under the terms of the Franchise Agreement and software agreements or other licenses. They must be used strictly in compliance with the terms of those agreements, and returned to the Company upon termination or expiration of the franchise.

The Company also claims proprietary rights in the contents of its manuals and other materials, much of which constitute trade secrets under applicable law. This information includes product recipes, product preparation procedures, customer service procedures, franchise support procedures, supplier relationship and distribution system information, new product development information, product testing procedures and information, restaurant operation standards and tactics, growth plans or strategies, real estate development plans or strategies, restaurant design plans, equipment designs, computer systems, financial information, business and development plans and strategies, training programs, performance support tools, access to and information contained on the *Jack in the Box* intranet and other non-public *Jack in the Box* websites, partner sites or other online sources (including, but not limited to, training materials and manuals), consumer research results, marketing and advertising strategies and materials, and all other information designated by the Company as confidential. You will only be permitted to use these confidential materials in connection with the

approved development and operation of your franchised *Jack in the Box* restaurant. You must take reasonable steps to protect the confidentiality of all such material.

You must promptly notify us if you become aware of the use of, or a claim of a right to, one of our materials. We may thereafter take such action as we deem appropriate. Under the Franchise Agreement, the Company has the right to control any administrative proceedings or litigation involving materials licensed to you. You must fully cooperate in defending or settling of any administrative proceeding or litigation relating to our materials. Subject to the terms of the Franchise Agreement, we must protect you against claims of infringement or unfair competition based upon any authorized use of our materials. The Company may require you to modify or discontinue your use of any materials, in its sole discretion, and you may be required to modify or discontinue such use at your own expense.

The Company will also be the sole owner of any new products, equipment, uniforms, building design, facility improvements, service format, advertising or similar items relating to *Jack in the Box* that you might create. No compensation will be owed to you for them.

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

Each franchised restaurant must have a designated "Operator" approved by the Company. The Operator may be you, someone else who has signed the Franchise Agreement, or, in some cases, someone you designate. The Operator must hold an ownership interest of at least 25% in the franchised business, and be highly experienced in the quick-service restaurant industry. In some circumstances, if you are qualified to be an Operator, have two years of ownership experience, and do not live in or near the Designated Market Area, we may permit you to name a Designated Market Operator to operate the restaurant. This Designated Market Operator need not hold an ownership interest in the business, but must live in or near the Designated Market Area and otherwise satisfy the criteria to be an Operator, and other criteria we deem necessary, before they can be approved. In all cases, the Designated Market Operator must exercise his or her full time best efforts on the *Jack in the Box* restaurants in the Designated Market Area. In other rare circumstances, we may approve as an Operator someone who does not yet hold a significant ownership interest in the business, but is working under an employment contract with you that we believe will result in the Operator remaining in position for a significant period of time.

The Operator must be actively involved in the operation of the franchised business, but may act as the Operator for more than one *Jack in the Box* restaurant. The Operator must have authority to represent you in all dealings with the Company.

Each franchised restaurant must also have at least one manager who has successfully completed the Company's Certified Restaurant Manager training program. The Certified Restaurant Manager must provide direct, full-time, on-premises

supervision of the restaurant, and may manage only one (1) restaurant, unless otherwise approved by the Company in writing. You must inform us of the identity of the Certified Restaurant Manager.

If you have fifteen or more franchised restaurants, you are also required to have at least one employee dedicated to helping you oversee the operations of the restaurants. All of your employees that have managerial duties above the restaurant level must also have successfully completed our Certified Restaurant Manager training program at your expense. You must inform us of the identity of those employees.

If you are an entity, all owners must sign the guarantee attached as Attachments B to the Franchise Agreement or Nontraditional License Agreement. Owners may also be required to sign a commercially reasonable Confidentiality and Non-Competition on the form required by the Company.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Company requires that you sell all menu items, and only those menu items, specified by the Company. Menu specifications will change from time to time. We also may require that certain menu items be served only during certain hours. The Company maintains general menu uniformity, subject to exceptions such as menu item testing, supply considerations, or regional customer preferences. We may consent to, or require, menu variation in some areas due to regional customer preference, supply considerations or other reasons. Any variation in the approved menu format requires the Company's prior written authorization, which will be given only in extraordinary circumstances. The Company may require you to provide delivery and catering services subject to requirements imposed by the Company.

You are restricted to retail restaurant sales activity. Without the written consent of the Company, you will be prohibited from having pay telephones; automated teller machines or similar machines; coin-operated, card-operated or similar machines; or games or devices of any nature on the premises of the restaurant. For example, you may not sell bulk food, packaging or promotional items, unprepared food, or food or packaging for the purpose of third-party resale (schools, lunch wagons, restaurants, bars, etc.). You may not permit the sale of unauthorized products on the restaurant premises, including in the parking lot.

The Franchise Agreement requires a minimum of sixteen (16) hours of operation per day, as determined by the Company and you, seven (7) days a week, fifty-two (52) weeks a year. These requirements may be modified only with the Company’s written consent. Precise hours of operation may be specified by the Company.

All advertising or promotional materials or items you propose to use, sell or distribute at or relating to the franchised restaurant must be approved by us.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

These tables list certain important provisions of the Franchise Agreement, Nontraditional License Agreement, and Development Agreement. You should read the provisions in each agreement attached to this disclosure document.

THE FRANCHISE RELATIONSHIP

Provision		Section in Franchise Agreement	Summary
a.	Term of the franchise	§ 1	20 year term
b.	Renewal or extension of the term	§ 1	No right of renewal. We may in our sole discretion decide to grant you a new franchise (rewrite) based on your past performance and potential, your representation of the brand to your customers and community, payment history and overall financial condition, the location and operations of the restaurant, and the needs of the system as a whole, among other things. If offered, a rewrite may be for twenty years or shorter, and you will have to satisfy certain conditions as part of the rewrite commitment, including building design improvements to meet current standards, executing a General Release in favor of the Company (see Exhibit K), signing a new Franchise Agreement and paying a new franchise fee, and amending your other existing Franchise Agreements to reflect current provisions. The general release is subject to restrictions in applicable state law. The new franchise agreement may contain materially different terms and conditions from the original franchise agreement. These conditions may require significant financial contributions.
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. See above.

Provision		Section in Franchise Agreement	Summary
d.	Termination by you	Not Applicable	You may terminate under any grounds permitted by law.
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 15, § 18	We may terminate for cause.
g.	"Cause" defined - defaults which can be cured	§ 18.C	Failure to pay fees; having unsatisfied monetary judgment; selling unapproved product; transfer without consent; violation of covenants; denying right to inspect; failure to pay taxes; violation of labor laws; failure to meet required hours; failure to pay vendors; restaurant disrepair; failure to operate in accordance with the standards, including food safety standards; failure to comply with any other agreement with us; and other grounds.
h.	"Cause" defined - defaults which cannot be cured	§ 15, § 18.A and § 18.B	Failure to transfer to approved party within one year of Franchisee's death; voluntary bankruptcy, insolvency; making an assignment for the benefit of creditors, or court appointment of a receiver or custodian; conviction of a felony; making material misrepresentation; misusing marks; three (3) contractual violations within twenty-four (24) months; two (2) violations of the same requirement in twelve (12) months, and other grounds.
i.	Your obligations on termination / non-renewal	§ 18 and § 20.I	Cease operating the Restaurant; discontinue use of Marks and System; return Manuals and other confidential items; de-identify; sell us all usable inventory of food, supplies, paper goods, containers and printed materials bearing our Marks; sell us equipment, fixtures, furniture, and signs, at fair

Provision		Section in Franchise Agreement	Summary
			market value, unless our lease agreement specifies otherwise.
j.	Assignment of contract by the Company	§ 14.F	There are no limits on our assignment rights.
k.	"Transfer" by you - definition	§ 14	Includes any sale, assignment, pledge, mortgage, hypothecation, gift, or encumbrance of any direct or indirect interest in the Franchise Agreement, the franchisee, the Franchised Restaurant, or the Franchised Location.
l.	Our approval of transfer by you	§ 14.A and § 14.C	We have the right to approve transfers.
m.	Conditions for the Company's approval of transfer	§ 14.E	Completion of Certification of Entity Structure Form, payment of transfer fee, execution of a General Release of the Company, payment of all monies owed, material defaults corrected, personal guarantees signed, training completed, assignment agreement or new franchise agreement on then-current form, and any other conditions. The general release is subject to restrictions in applicable state law.
n.	The Company's right of first refusal to acquire your business	§ 16	We can match any offer to buy your business or any portion of your business, including your real estate, fixtures, other assets and/or securities.
o.	The Company's option to purchase your business	§ 15, § 16, §18.G.	We can purchase under some circumstances upon your death or disability. (See paragraph below.) Upon termination or expiration, we can purchase certain materials that have our trade names or marks at your cost and the restaurant equipment, furniture, fixtures and signs at fair market value.

Provision		Section in Franchise Agreement	Summary
p.	Your death or disability	§ 15	Must be transferred within twelve (12) months, or the Company may purchase your interest in the business.
q.	Non-competition covenants during the term of the franchise	§ 19	Includes prohibition on engaging in, or having any interest in, certain restaurant businesses.
r.	Non-competition covenants after the franchise is terminated or expires	§ 19	Includes one- (1) year prohibition on engaging in, having an interest in, or performing any services for certain restaurant businesses.(1)
s.	Modification of the agreement	§ 20.H	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 20.A and § 20.B	Only the terms of the Franchise Agreement (including exhibits) are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in this disclosure document, its exhibits, and amendments.
u.	Dispute resolution by arbitration or mediation	§ 20.C	Subject to applicable state law, non-binding mediation.
v.	Choice of forum	§ 20.C.3 and § 20.D	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. You and the Company waive trial by jury in any action brought against each other.

Provision		Section in Franchise Agreement	Summary
w.	Choice of law	§ 20.D	Subject to applicable state law, California law controls. You and the Company must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law.

(1) This provision may not be enforceable under certain state laws.

Provision		Section in Development Agreement	Summary
a.	Term of the franchise	§ 4	The term of Development Agreement expires on the last required opening date.
b.	Renewal or extension of the term	Not Applicable	No right of renewal. We may in our sole discretion decide to grant you a new development agreement based on your compliance with the development obligations, your representation of the brand to your customers and community, your financial condition, the status of your existing franchised restaurants, and the needs of the system as a whole, among other things. If offered, we will agree to a new development schedule and territory, and you will have to satisfy certain conditions as part of the new development agreement commitment, including executing a General Release in favor of the Company (see Exhibit K), signing a new Development Agreement and paying any fees we require. The general release is subject to restrictions in applicable state law. The new development agreement may contain materially different terms and conditions from the original franchise agreement.

Provision		Section in Development Agreement	Summary
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. See above.
d.	Termination by you	Not Applicable	You may terminate under any grounds permitted by law.
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 16 (Single Unit) § 16 (Multi-Unit)	Default under Development Schedule, bankruptcy, and other grounds.
g.	"Cause" defined - defaults which can be cured	§ 16 (Single Unit) § 16 (Multi-Unit)	Default under Development Schedule, failure to obtain expansion approval or site approval before beginning site development, assignment without consent, involuntary bankruptcy filing, failure to obtain permits, breach of a franchise agreement or other agreement with the Company.
h.	"Cause" defined - defaults which cannot be cured	§ 16 (Single Unit) § 16 (Multi-Unit)	Voluntary bankruptcy and other insolvency.
i.	Your obligations on termination/nonrenewal	§ 16 (Single Unit) § 16 (Multi-Unit)	Cease establishing restaurants, cease operating any restaurant for which a Franchise Agreement has not been executed, payment of amounts due, compliance with covenants.
j.	Assignment of contract by the Company	§ 11.E (Single Unit) § 11.E (Multi-Unit)	There are no limits on our assignment rights.
k.	"Transfer" by you - defined	§ 11 (Single Unit) § 11 (Multi-Unit)	Includes transfer of any interest in Development Agreement, Developer, or all or substantially all of the Developer's business.
l.	The Company's approval of transfer by you	§ 11.B (Single Unit) § 11.B (Multi-Unit)	We have the right to approve transfers.

Provision		Section in Development Agreement	Summary
m.	Conditions for the Company's approval of transfer	§ 11.D (Single Unit) § 11.D (Multi-Unit)	No default, execution of new Development Agreement, a General Release of the Company, and any applicable personal guarantees, payment of transfer fee, and others; see § 8.D. The general release is subject to restrictions in applicable state law.
n.	The Company's right of first refusal to acquire your business	Not Applicable	
o.	The Company's option to purchase your business	Not Applicable	
p.	Your death or disability	§ 12 (Single Unit) § 12 (Multi-Unit)	Must be transferred within six (6) months.
q.	Non-competition covenants during the term of the agreement	Not Applicable	
r.	Non-competition covenants after the agreement is terminated or expires	Not Applicable	
s.	Modification of the agreement	§ 24.D	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 24.B (Single Unit) § 24.B (Multi-Unit)	Only the terms of the Development Agreement are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in this disclosure document, its exhibits, and amendments.

Provision		Section in Development Agreement	Summary
u.	Dispute resolution by arbitration or mediation	Not Applicable	
v.	Choice of forum	§ 24.C	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California.
w.	Choice of law	§ 24.A (Single Unit) § 24.A (Multi-Unit)	Subject to applicable state law, California; but if such law would not enforce an agreement provision, then the law where Developer is located, if that state's law would enforce the provision.

(1) This provision may not be enforceable under certain state laws.

Provision		Section in Nontraditional License Agreement	Summary
a.	Term of the franchise	§ 1	20 year term
b.	Renewal or extension of the term	Not Applicable	No right of renewal.
c.	Requirements for you to renew or extend	Not Applicable	No right of renewal. We may in our sole discretion decide to grant you a new license (rewrite) based on your past performance and potential, your representation of the brand to your customers and community, payment history and overall financial condition, the location and operations of the restaurant, and the needs of the system as a whole, among other things. If offered, a rewrite may be for twenty years or shorter, and you may have to satisfy certain conditions as part of the rewrite commitment, including improving the restaurant to meet current standards, executing a General Release in favor of the Company (see Exhibit K), signing a new License Agreement and paying a new franchise fee, and amending your

Provision		Section in Nontraditional License Agreement	Summary
			other existing License Agreements to reflect current provisions. The general release is subject to restrictions in applicable state law. The new license agreement may contain materially different terms and conditions from the original franchise agreement. These conditions may require significant financial contributions.
d.	Termination by you	§ 15	If the Facility requests that you cease operating the nontraditional restaurant, you may terminate by providing Company sixty (60) days' written notice. Additionally, you may terminate under any grounds permitted by law.
e.	Termination by the Company without cause	Not Applicable	
f.	Termination by the Company with cause	§ 15	We may terminate for cause.
g.	"Cause" defined - defaults which can be cured	§ 15	Failure to pay fees; having unsatisfied monetary judgment; selling unapproved product; transfer without consent; violation of covenants; denying right to inspect; failure to pay taxes; violation of labor laws; failure to meet required hours; failure to pay vendors; restaurant disrepair; failure to operate in accordance with the standards, including food safety standards; and other grounds.
h.	"Cause" defined - defaults which cannot be cured	§15	Your contract with the Facility terminates or expires, there is a threat to the public health or safety, multiple defaults.
i.	Your obligations on termination/nonrenewal	§ 16	Cease right to use Marks and System; return all Manuals and other confidential items; de-identify. Sell us all usable inventory of food supplies, paper goods, containers, and printed menus and other materials bearing our

Provision		Section in Nontraditional License Agreement	Summary
			Marks; sell us restaurant equipment, furniture, fixtures and signs at fair market value.
j.	Assignment of contract by the Company	§ 13	There are no limits on our assignment rights.
k.	"Transfer" by you - defined	§ 14	Includes any sale, assignment, pledge, mortgage, hypothecation, gift, or encumbrance of any direct or indirect interest in the Nontraditional License Agreement, Licensee, the Licensed Restaurant, or the Licensed Location.
l.	The Company's approval of transfer by you	§ 14	We have the right to approve transfers.
m.	Conditions for the Company's approval of transfer	§ 14	Updated Certification of Entity Structure Form, complete financials, payment of transfer fee, execution of a General Release of the Company, payment of all monies owed, material defaults corrected, personal guarantees signed, training completed, assignment agreement or new franchise agreement on then-current form, and any other conditions. The general release is subject to restrictions in applicable state law.
n.	The Company's right of first refusal to acquire your business	Not Applicable	
o.	The Company's option to purchase your business	§ 16.B.	Upon termination or expiration, we may purchase certain materials that have our trade names or marks at your cost and the restaurant equipment, furniture, fixtures and signs at fair market value.
p.	Your death or disability	Not Applicable	

Provision		Section in Nontraditional License Agreement	Summary
q.	Non-competition covenants during the term of the agreement	§ 17	Includes prohibition on engaging in, or having any interest in, certain restaurant businesses.
r.	Non-competition covenants after the agreement is terminated or expires	§ 17	Includes one-year prohibition on engaging in, or having any interest in, certain restaurant businesses. (1)
s.	Modification of the agreement	§ 18.A	Must be in writing and signed by both parties.
t.	Integration/merger clause	§ 18.A	Only the terms of the Nontraditional License Agreement are binding (subject to state law). Except for the statements contained in this disclosure document, you may not rely on any other oral or written statements you may have been provided about the franchise. Notwithstanding the foregoing, nothing in this or any related agreement is intended to disclaim the express representations made in this disclosure document, its exhibits, and amendments.
u.	Dispute resolution by arbitration or mediation	Not Applicable	
v.	Choice of forum	§ 18.B	Subject to applicable state law, state courts located in San Diego, California; federal courts located in the Southern District of California. You and the Company waive trial by jury in any action brought against each other.
w.	Choice of law	§ 18.B	Subject to applicable state law, California law controls. You and the Company must bring any action against each other within two (2) years of the occurrence of the facts on which the action is based, or within a shorter term if required by law.

ITEM 18
PUBLIC FIGURES

The Company does not currently use any public figure in our business name or trademarks, or use a public figure to endorse or recommend our franchises.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATION

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.

Tables 1 and 2 include historical average, median, high and low gross sales of franchised Jack in the Box Restaurants and Tables 3 and 4 include historical sales and certain operating costs of franchised Jack in the Box Restaurants. Tables 1 and 3 exclude Jack in the Box Restaurants attached to convenience stores, in travel plazas, or located within an in-line facility ("C-Store/Travel Plaza Restaurants"). Table 2 provides historical average, median, high and low gross sales of franchised C-Store/Travel Plaza Restaurants. Table 4 includes historical sales and certain operating costs of franchised C-Store/Travel Plaza Restaurants.

The Restaurants included in the tables below were open for the twelve-month periods ending September 30, 2024 and September 30, 2025. No included Restaurant was closed for more than 5 days during those periods (except for (i) closures for standard holiday hours, and (ii) extraordinary weather events lasting no more than ten (10) calendar days). The Restaurants were operated by the same franchisee(s) for both of those periods.

Tables 1 and 3 represent 1,786 franchised Restaurants for 2024 and 1,754 franchised Restaurants for 2025. For 2024, the following franchised Restaurants were excluded: nineteen (19) restaurants that opened in 2024; twenty-seven (27) restaurants that permanently closed in 2024; one hundred fifteen (115) restaurants with insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2024 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred or company to franchisee transfer); eighty-seven (87) franchised C-Store/Travel Plaza Restaurants, and thirty-three (33) restaurants operated in Hawaii/Guam/Mexico. For 2025, the following franchised Restaurants were excluded: nineteen (19) restaurants that opened in 2025; one (1) restaurant that converted from a company restaurant to a franchise; seventy-five (75) restaurants that permanently closed in 2025; ninety-six (96) restaurants with insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2025 (for example,

closed for remodel or rebuild or a franchisee to franchisee transfer occurred or company to franchisee transfer); eighty-one (81) franchised C-Store/Travel Plaza Restaurants, and thirty-four (34) restaurants operated in Hawaii/Guam/Mexico.

Tables 2 and 4 represent 81 franchised C-Store/Travel Plaza Restaurants for 2024 and 80 franchised C-Store/Travel Plaza Restaurants for 2025. For 2024, two (2) restaurants that opened in 2024, five (5) C-Store/Travel Plaza Restaurants were excluded due to insufficient data because the current franchise operator did not operate the unit for the entire fiscal year 2024 (for example, closed for remodel or rebuild or a franchisee to franchisee transfer occurred). For 2025, one (1) restaurant that opened in 2025 and one (1) restaurant operated in Hawaii/Guam.

Tables 3 and 4 provide selected historical costs for the Restaurants disclosed in the corresponding Tables 1 and 2. Tables 3 and 4 include only selected cost categories. Among others, the following were excluded: interest, income taxes, general and administrative expenses, officer compensation and other income and expenses. The franchisee information reflected in the Tables was prepared using financial information provided by franchisees. The franchisees' financial information is not audited and may not have been prepared in accordance with generally accepted accounting practices.

TABLE 1
Historical Gross Sales [1] at Franchise Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2024 & September 30, 2025

2025

	Average Gross Sales by Tier	# of Units Above Average	% of Units Above Average	High Gross Sales	Median Gross Sales	Low Gross Sales	Total Unit Count
Top	$2,632,491	175	29.9%	$5,882,584	$2,502,729	$2,122,386	585
Middle	$1,839,539	189	32.3%	$2,121,400	$1,829,953	$1,585,264	585
Bottom	$1,266,871	319	54.6%	$1,584,878	$1,299,443	$624,106	584
Total	**$1,913,335**	**715**	**40.8%**	**$5,882,584**	**$1,830,083**	**$624,106**	**1,754**

2024

	Average Gross Sales by Tier	# of Units Above Average	% of Units Above Average	High Gross Sales	Median Gross Sales	Low Gross Sales	Total Unit Count
Top	$2,756,310	229	38.4%	$6,011,877	$2,637,119	$2,228,920	596
Middle	$1,927,770	298	50.1%	$2,223,586	$1,928,310	$1,642,767	595
Bottom	$1,273,185	331	55.6%	$1,642,363	$1,318,784	$341,857	595
Total	**$1,986,186**	**825**	**46.2%**	**$6,011,877**	**$1,928,638**	**$341,857**	**1,786**

TABLE 2
Historical Gross Sales [1] at Franchise Operated Co-Store and Travel Plaza Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2024 & September 30, 2025

2025

Average Gross Sales	# of Units Above Average	% of Units Above Average	High Gross Sales	Median Gross Sales	Low Gross Sales	Total Units
$1,671,505	35	43.8%	$3,248,651	$1,575,659	$478,030	80

2024

Average Gross Sales	# of Units Above Average	% of Units Above Average	High Gross Sales	Median Gross Sales	Low Gross Sales	Total Units
$1,701,017	38	46.9%	$3,459,023	$1,678,144	$394,229	81

TABLE 3
Jack in the Box Inc.
Historical Average Gross Sales, Median Gross Sales and Select Costs of Franchised Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2024 & September 30, 2025

	2025				2024			
	Average Sales (14)	Median Results	Count Greater than Average	% Greater than Average	Average Sales (14)	Median Results	Count Greater than Average	% Greater than Average
Sales (1)	100.00%	100.00%	789	45.0%	100.00%	100.00%	826	46.2%
Cost of Sales (2)	27.1%	27.4%	816	46.5%	26.9%	27.0%	836	46.8%
Production Labor (3)	23.7%	24.1%	802	45.7%	23.2%	23.5%	847	47.4%
Management Comp (4)	3.7%	3.7%	763	43.5%	3.5%	3.5%	851	47.6%
Payroll Taxes/Ins (5)	3.8%	3.8%	806	46.0%	3.5%	3.5%	833	46.6%
Total Labor	31.2%	31.4%	800	45.6%	30.2%	30.2%	834	46.6%
Gross Profit (11)	41.7%	41.3%	777	44.3%	42.9%	42.5%	832	46.5%
Operating Costs								
Advertising (6)	5.2%	5.2%	795	45.3%	5.0%	5.1%	861	48.2%
Royalty (7)	5.2%	5.0%	737	42.0%	5.0%	4.8%	802	44.9%
Utilities (8)	3.9%	3.8%	783	44.6%	3.5%	3.4%	799	44.7%
Other Occupancy (9)	11.8%	12.0%	810	46.2%	11.1%	11.2%	839	46.9%
Other (10)	8.6%	8.7%	814	46.4%	8.5%	8.1%	703	39.3%
Total Operating Costs	34.5%	35.0%	799	45.6%	33.2%	33.0%	812	45.4%
Operating Margin (12)	7.1%	6.3%	789	45.0%	9.6%	9.3%	847	47.4%
EBITDAR (13)	17.7%	17.0%	794	45.3%	19.5%	19.3%	846	47.3%

TABLE 4
Jack in the Box Inc.
Historical Average Gross Sales, Median Gross Sales and Select Costs of Franchised Co-Store and Travel Plaza Restaurants in the Continental U.S.
for the 12-Month Periods Ended September 30, 2024 & September 30, 2025

	2025				2024			
	Average Sales (14)	Median Results	Count Greater than Average	% Greater than Average	Average Sales (14)	Median Results	Count Greater than Average	% Greater than Average
Sales (1)	100.00%	100.00%	35	43.8%	100.00%	100.00%	38	46.9%
Cost of Sales (2)	28.3%	28.4%	31	38.8%	27.9%	27.1%	38	46.9%
Production Labor (3)	24.2%	24.4%	34	42.5%	23.7%	23.0%	37	45.7%
Management Comp (4)	4.0%	4.2%	39	48.8%	3.6%	3.9%	43	53.1%
Payroll Taxes/Ins (5)	4.1%	4.4%	44	55.0%	3.6%	3.6%	39	48.1%
Total Labor	32.2%	32.3%	35	43.8%	30.9%	29.6%	37	45.7%
Gross Profit (11)	39.5%	40.2%	36	45.0%	41.1%	41.4%	39	48.1%
Operating Costs								
Advertising (6)	5.1%	5.2%	35	43.8%	5.0%	5.0%	38	46.9%
Royalty (7)	5.0%	5.0%	36	45.0%	4.7%	4.8%	41	50.6%
Utilities (8)	4.1%	4.0%	32	40.0%	3.8%	3.7%	33	40.7%
Other Occupancy (9)	13.0%	13.8%	40	50.0%	11.9%	12.2%	41	50.6%
Other (10)	8.2%	8.8%	41	51.3%	8.9%	8.4%	26	32.1%
Total Operating Costs	35.5%	37.2%	39	48.8%	34.2%	34.6%	40	49.4%
Operating Margin (12)	4.0%	4.0%	39	48.8%	6.9%	5.9%	37	45.7%
EBITDAR (13)	15.7%	15.6%	39	48.8%	17.8%	17.0%	36	44.4%

1. The term “Gross Sales” means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. Certain amounts are excluded from Gross Sales.

2. Food and packaging costs, less supplier rebates

3. Wages of hourly employees and team leaders, including overtime

4. Wages and bonuses paid to restaurant and assistant restaurant managers

5. Payroll taxes, paid time-off, workers’ compensation and medical insurance

6. Marketing Fee, as described in the franchise agreement, and restaurant specific promotional programs

7. Our standard royalty fee is 5% of Gross Sales

8. Electricity, gas, water, and sewer

9. Rent, building depreciation, taxes and licenses

10. Maintenance and repairs, menu panels, uniforms, supplies, bank charges, equipment depreciation and other services

11. The term “Gross Profit” means Gross Sales less cost of sales and total labor

12. The term “Operating Margin” means Gross Profit less total operating costs

13. Subtotals may not total due to rounding. The term “EBITDAR” means Operating Margin excluding Depreciation, Amortization, and Rent.

14. For Table 3: In 2025 average annual sales were at $1.91M, with the top third average at $2.63M and bottom third average at $1.27M. For Table 4: In 2025 average annual sales were at $1.67M, with the high at $3.25M and low at $0.48M.

15. For Table 3: In 2024 average annual sales were at $1.99M, with the top third average at $2.76M and bottom third average at $1.27M. For Table 4: In 2024 average annual sales were at $1.7M, with the high at $3.46M and low at $0.39M.

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

We encourage you to review this material with your attorney or accountant. Written substantiation for the financial performance representation will be made available to you upon reasonable request.

Except for the information in this Item 19, we do not make any representations about a 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, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Executive Vice President, Chief Legal and Administrative Officer, Sarah Super, 9357 Spectrum Center Blvd, San Diego, California 92123 (858) 571-2439, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE 1 - SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2023 TO 2025

Outlet Type	Year	Outlets At The Start Of The Year	Outlets At The End Of The Year	Net Change
Franchised	2023	2034	2043*	+9
	2024	2043	2040*	-3
	2025	2040	1985*	-55
Company-owned	2023	146	142	-4
	2024	142	150*	+8
	2025	150	151*	+1
Total Outlets	**2023**	**2180**	**2185***	**+5**
	2024	**2185**	**2190***	**+5**
	2025	**2190**	**2136***	**-54**

TABLE 2 - TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR FISCAL YEARS 2023 TO 2025

State	Year	Number of Transfers
California	2023	3
	2024	23
	2025	15

State	Year	Number of Transfers
Hawaii	2023	28
	2024	0
	2025	0
Louisiana	2023	0
	2024	0
	2025	0
North Carolina	2023	0
	2024	0
	2025	0
Oregon	2023	0
	2024	41
	2025	0
South Carolina	2023	0
	2024	0
	2025	0
Texas	2023	14
	2024	30
	2025	6
Total	**2023**	**45**
	2024	**94**
	2025	**21**

TABLE 3 - STATUS OF FRANCHISE OUTLETS
FOR FISCAL YEARS 2023 TO 2025

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Arizona	2023	170	3	0	0	0	0	173
	2024	173	0	0	0	0	0	173
	2025	173	0	0	0	0	9	164
California	2023	842	8	0	2	0	3	845*
	2024	845	5	0	2	0	1	847*
	2025	847	7	0	0	0	10	844*
Colorado	2023	17	0	0	0	0	0	17
	2024	17	1	0	0	0	0	18
	2025	18	0	0	0	0	1	17
Guam	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Hawaii	2023	28	0	0	0	0	0	28
	2024	28	1	0	0	0	0	29
	2025	29	0	0	0	0	0	29
Idaho	2023	34	0	0	0	0	1	33
	2024	33	0	0	0	0	0	33
	2025	33	0	0	0	0	0	33
Illinois	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Indiana	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	1	0	0	0	0	4
Kansas	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Louisiana	2023	16	0	0	0	0	0	16
	2024	16	0	0	0	0	0	16
	2025	16	0	0	0	0	1	15
Missouri	2023	36	0	0	0	0	2	34
	2024	34	0	0	0	0	0	34
	2025	34	0	0	0	0	5	29
Nevada	2023	78	1	0	0	0	0	79
	2024	79	0	0	0	0	0	79
	2025	79	0	0	0	0	0	79
New Mexico	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
North Carolina	2023	18	0	0	0	0	0	18
	2024	18	0	0	0	0	0	18
	2025	18	0	0	0	0	1	17

State/ Territory	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Ohio	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Oklahoma	2023	7	0	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	0	0	0	0	0	7
Oregon	2023	41	0	0	0	0	0	41
	2024	41	0	0	0	0	0	41
	2025	41	0	0	0	0	0	41
South Carolina	2023	8	0	0	0	0	0	8
	2024	8	0	0	0	0	0	8
	2025	8	0	0	0	0	0	8
Tennessee	2023	2	2	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Texas	2023	561	7	0	2	0	3	563
	2024	563	9	5	2	0	6	559
	2025	559	7	0	0	0	40	526
Utah	2023	3	2	0	0	0	0	5
	2024	5	3	0	0	0	0	8
	2025	8	3	0	0	0	1	10
Washington	2023	147	0	0	0	0	1	146
	2024	146	1	0	0	0	9	138
	2025	138	0	0	0	0	7	131
Mexico	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2
	2025	2	1	0	0	0	0	3
TOTAL	**2023**	**2034**	**23**	**0**	**4**	**0**	**10**	**2043**
	2024	**2043**	**22**	**5**	**4**	**0**	**16**	**2040**
	2025	**2040**	**20**	**0**	**0**	**0**	**75**	**1985**

***Jack in the Box* unit 3088 located at Petco Park baseball stadium in San Diego, California is not included in Table 3 because it is only open for operation during Major League Baseball games and other designated special events.

In May 2025, JIB announced that it intended to close 80-120 Jack in the Box restaurants during calendar year 2025.

TABLE 4 - STATUS OF COMPANY-OWNED OUTLETS
FOR FISCAL YEARS 2023 TO 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5
	2025	5	0	0	0	0	5
California	2023	101	0	0	1	3	97
	2024	97	1	0	0	0	98
	2025	98	0	0	1	1	96
Illinois	2023	0	0	0	0	0	0
	2024	0	2	0	0	0	2
	2025	2	7	0	0	0	9
Kansas	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5
	2025	5	0	0	5	0	0
Kentucky	2023	0	1	0	0	0	1
	2024	1	1	0	0	0	2
	2025	2	0	0	0	0	2
Missouri	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	1	0	2	0	2
Oklahoma	2023	8	0	0	0	0	8
	2024	8	0	0	0	0	8
	2025	8	0	0	2	0	6
Oregon	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Tennessee	2023	2	0	0	0	2	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Texas	2023	22	0	0	0	0	22
	2024	22	1	0	0	0	23
	2025	23	0	0	0	0	23

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Utah	2023	0	1	0	0	0	1
	2024	1	3	0	0	0	4
	2025	4	4	0	0	0	8
TOTAL	**2023**	**146**	**2**	**0**	**1**	**5**	**142**
	2024	**142**	**8**	**0**	**0**	**0**	**150**
	2025	**150**	**12**	**0**	**10**	**1**	**151**

TABLE 5 - PROJECTED OPENINGS AS OF SEPTEMBER 28, 2025

State	Franchise Agreements Signed but Outlets Not Opened (1)	Projected New Franchised Outlets in the Current Fiscal Year 2026	Projected New Company-Owned Outlets in the Current Fiscal Year 2026
Arkansas	2	0	
Arizona	0	2	0
California	7	6	0
Florida	4	4	0
Georgia	3	3	0
Illinois	1	1	0
Indiana	0	0	1
Kentucky	1	1	1
Michigan	2	2	0
Oklahoma	1	1	0
Tennessee	1	1	0
Texas	9	9	0
Utah	1	1	0
Washington	1	1	0
Mexico	2	2	0
Total	**35**	**34**	**2**

(1) Company does not sign a franchise agreement for a new unit until the Restaurant is ready to open. Accordingly, Column 1 of table 5 labeled “Franchise Agreement signed but Outlets Not Yet Opened” includes the sites that developers/franchisees have submitted to Company and Company has accepted. The list included at Exhibit D is all currently signed Franchise Agreements which are reported in the columns “Franchise

Agreement signed but Outlets Not Yet Opened" and "Projected New Franchised Outlets in the Current Fiscal Year".

FRANCHISEES

Please see Exhibit D for:

- a list of all the current franchised locations, the franchisee's name, and the location address and telephone number;
- a list of the names, addresses and telephone numbers of all franchisees who have had a restaurant terminated, canceled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during fiscal year 2025, or who have not communicated with the Company within the 10-week period before this Franchise Disclosure Document was issued; and
- franchisees that have signed a Franchise Agreement but not yet opened a restaurant.

FRANCHISEE ASSOCIATIONS

The Company is aware of two trade name-specific franchisee associations. One is called the National JIB Franchisee Association, Inc. ("NFA"), a California corporation. It can be contacted at P.O. Box 231034, San Diego, CA 92193 (619) 787-8309. The other is called the Jack in the Box Operators Association ("JOA"). It can be contacted at 4917 Genesta Avenue, Encino, CA 91316, (818) 285-2176. The Company does not sponsor or endorse either association.

The Company has formed an advisory council called the Leadership Advisory Council ("LAC"). Franchisee members are comprised of eight franchise operator members, who are elected based on designated marketing areas ("DMAs") as follows: (1) Western DMA – four members; (2) Southwest DMA – one member; (3) Southern DMA – two members; (4) Contiguous DMA – one member. Each elected franchise member serves a two year term, and must wait one term of two years before being eligible for re-election. The Company may appoint up to three members and may modify the membership of the LAC in its discretion. The LAC can be contacted at 9357 Spectrum Center Blvd, San Diego, California 92123 (858) 571-2121.

CONFIDENTIALITY AGREEMENTS

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Different Rules, LLC. 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.

ITEM 21
FINANCIAL STATEMENTS

Attached hereto as Exhibit A are the audited consolidated balance sheets of our parent company, Jack in the Box SPV Guarantor, LLC and subsidiaries ("SPV"), as of September 28, 2025 and September 29, 2024, and the related consolidated statements of earnings, member's deficit, and cash flows for each of the fifty-two week periods ended September 28, 2025, September 29, 2024, October 1, 2023, and the unaudited consolidated statements as of January 18, 2026. Under the Guaranty of Performance (included in Exhibit A), SPV has absolutely and unconditionally guaranteed our duties and obligations under the Franchise Agreement.

Also included are the audited consolidated balance sheets of our indirect parent company, Jack in the Box Inc. and subsidiaries as of September 28, 2025 and September 29, 2024, and the related consolidated statements of operations, comprehensive (loss) income, cash flows and stockholders' deficit for each of the fifty-two week periods ended September 28, 2025, September 29, 2024 and October 1, 2023. These financials are being included for disclosure purposes only. As reflected in Item 1, Jack in the Box, Inc. is our Manager, performing certain services on our behalf. Jack in the Box, Inc. is not a party to the Franchise Agreement, Nontraditional License Agreement, or Development Agreements we sign with franchisees, nor does it guarantee any of our obligations.

ITEM 22
CONTRACTS

The following contracts are attached:

<u>EXHIBITS</u>

E Statement of Prospective Franchisee
F-1 Franchise Agreement (and Amendment to Franchise Agreement for Incentive Program)
F-2 Nontraditional License Agreement
G-1 Single Unit Development Agreement
G-2 Multi-Unit Development Agreement
H Authorization for Prearranged Payments
I Promissory Note – Development Incentive Program
J Lease Agreement – Jack in the Box Franchised Restaurant
K General Release of All Claims
L Market Pulse Meeting Participation Agreement
M Equipment Brokerage Agreement
N Technology Systems and Technology Services Terms and Conditions
O Stored Value Card Service Agreement
P State-Specific Disclosure Addenda and Agreement Amendments
Q Lease Addendum

ITEM 23
RECEIPT

The last two pages of this Disclosure Document are documents acknowledging receipt of the Disclosure Document ("Receipts"). You should detach one receipt, sign it and deliver it to us. You may keep the other for your records.

EXHIBIT A

FINANCIAL STATEMENTS

Jack in the Box SPV Guarantor, LLC and Subsidiaries

Consolidated Financial Statements
As of September 28, 2025 and September 29, 2024
(With Independent Auditors' Report Thereon)

Jack in the Box SPV Guarantor, LLC and Subsidiaries

TABLE OF CONTENTS

	Page
Independent Auditors' Report	1
Consolidated Balance Sheets	3
Consolidated Statements of Earnings	4
Consolidated Statements of Member's Deficit	5
Consolidated Statements of Cash Flows	6
Notes to the Consolidated Financial Statements	7

Independent Auditors' Report

The Board of Managers
Jack in the Box SPV Guarantor, LLC:

Opinion

We have audited the consolidated financial statements of Jack in the Box SPV Guarantor, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheets as of September 28, 2025 and September 29, 2024, and the related consolidated statements of earnings, member's deficit, and cash flows for each of the fifty-two week periods ended September 28, 2025, September 29, 2024, and October 1, 2023, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of September 28, 2025 and September 29, 2024, and the results of its operations and its cash flows for each of the fifty-two week periods ended September 28, 2025, September 29, 2024, and October 1, 2023 in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Emphasis of Matter

As discussed in Notes 1, 7 and 10 to the consolidated financial statements, the Company has various agreements with its parent and affiliates related to administrative, management, support activities and various other items. The accompanying consolidated financial statements may not be indicative of conditions that would have existed if Jack in the Box SPV Guarantor, LLC had been operated as an unaffiliated entity. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from

fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

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

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

/s/ KPMG LLP

San Diego, California
January 20, 2026

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands)

	September 28, 2025	September 29, 2024
ASSETS		
Current assets:		
Cash	$ 3,265	$ 3,189
Restricted cash	30,282	29,422
Accounts and other receivables, net	46,995	51,625
Inventories	2,284	2,148
Prepaid expenses	21	11
Current assets held for sale	12,742	14,568
Other current assets	4,599	4,131
Total current assets	100,188	105,094
Property and equipment, net	262,121	231,829
Operating lease right-of-use assets	665,248	689,297
Other assets, net	72,038	70,838
	$ 1,099,595	$ 1,097,058
LIABILITIES AND MEMBER'S DEFICIT		
Current liabilities:		
Current maturities of long-term debt	$ 29,447	$ 35,792
Current operating lease liabilities	88,978	89,564
Accounts payable	21,678	18,100
Accrued liabilities	46,046	43,637
Related party payable, net	40,038	29,311
Total current liabilities	226,187	216,404
Long-term liabilities:		
Long-term debt, net of current maturities	1,674,235	1,699,150
Long-term operating lease liabilities, net of current portion	600,747	623,045
Other long-term liabilities	34,429	36,460
Total long-term liabilities	2,309,411	2,358,655
Member's deficit:		
Member's contribution, net	(2,673,926)	(2,549,913)
Retained earnings	1,237,923	1,071,912
Total member's deficit	(1,436,003)	(1,478,001)
	$ 1,099,595	$ 1,097,058

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands)

	52-week period ended September 28, 2025	52-week period ended September 29, 2024	52-week period ended October 1, 2023
Revenues:			
Company restaurant sales	$ 400,380	$ 406,235	$ 394,274
Franchise rental revenues	220,363	229,722	230,420
Franchise royalties and other	198,234	205,110	214,171
Franchise contributions for advertising and other services	201,088	210,010	210,185
Revenue from affiliates	2,126	2,495	2,516
Total revenue	1,022,191	1,053,572	1,051,566
Operating costs and expenses, net:			
Food and packaging	116,938	119,042	124,287
Payroll and employee benefits	134,863	125,336	118,905
Occupancy and other	73,925	68,637	64,306
Franchise occupancy expenses	135,648	133,752	132,833
Franchise support and other costs	1	129	(763)
Franchise advertising and other services expenses	201,088	213,376	215,361
Management fees	58,619	56,295	53,998
Selling, general, and administrative expenses	21,335	22,337	19,946
Pre-opening costs	4,768	2,049	602
Depreciation and amortization	26,597	26,226	24,037
Other operating expense (income), net	3,127	3,390	(7,785)
Loss (gain) on the sale of company-operated restaurants	102	(65)	442
Total costs and expenses	777,011	770,504	746,169
Earnings from operations	245,180	283,068	305,397
Interest expense, net	79,168	80,185	82,483
Income tax	1	—	—
Net earnings	$ 166,011	$ 202,883	$ 222,914

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF MEMBER'S DEFICIT
(In thousands)

	Member's Contributions, Net	Retained Earnings	Total
Balance at October 2, 2022	$ (2,169,062)	$ 646,115	$ (1,522,947)
Member's contributions	92,156	—	92,156
Net earnings	—	222,914	222,914
Distributions to affiliates	(295,393)	—	(295,393)
Balance at October 1, 2023	$ (2,372,299)	$ 869,029	$ (1,503,270)
Member's contributions	72,062	—	72,062
Net earnings	—	202,883	202,883
Distributions to affiliates	(249,676)	—	(249,676)
Balance at September 29, 2024	$ (2,549,913)	$ 1,071,912	$ (1,478,001)
Member's contributions	84,348	—	84,348
Net earnings	—	166,011	166,011
Distributions to affiliates	(208,361)	—	(208,361)
Balance at September 28, 2025	$ (2,673,926)	$ 1,237,923	$ (1,436,003)

See accompanying notes to consolidated financial statements.

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	52-week period ended September 28, 2025	52-week period ended September 29, 2024	52-week period ended October 1, 2023
Cash flows from operating activities:			
Net earnings	$ 166,011	$ 202,883	$ 222,914
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	26,597	26,226	24,037
Franchise tenant improvement allowance amortization and other	5,289	4,017	3,913
Amortization of debt issuance costs	4,759	4,830	4,902
Loss (gains) on the disposition of property and equipment	438	(1,167)	(9,509)
Loss (gains) on the sale of company-operated restaurants	100	(65)	442
Other, net	1,122	3,743	557
Changes in assets and liabilities, excluding dispositions:			
Accounts and other receivables	4,660	17,128	(1,132)
Inventories	(136)	(194)	74
Prepaid expenses and other current assets	4,125	5,144	3,405
Operating lease right-of-use assets and lease liabilities	569	10,810	(25)
Accounts payable	1,020	(10,099)	406
Accrued liabilities	4,998	(13,398)	4,102
Related party payable, net	10,227	(13,343)	1,370
Other assets and liabilities	(4,518)	3,288	1,297
Cash flows provided by operating activities	225,261	239,803	256,753
Cash flows from investing activities:			
Proceeds from the sale and leaseback of assets	—	1,728	3,673
Proceeds from the sale of property and equipment	19,869	23,895	24,537
Proceeds from the sale of company-operated restaurants	—	259	743
Cash flows provided by investing activities	19,869	25,882	28,953
Cash flows from financing activities:			
Borrowings on variable funding notes	—	6,000	—
Repayments of variable funding notes	(6,000)	—	—
Principal repayments on debt	(29,833)	(29,780)	(29,966)
Distributions to affiliates	(208,361)	(249,676)	(295,393)
Cash flows used in financing activities	(244,194)	(273,456)	(325,359)
Net increase (decrease) in cash and restricted cash	936	(7,771)	(39,653)
Cash and restricted cash at beginning of year	32,611	40,382	80,035
Cash and restricted cash at end of year	$ 33,547	$ 32,611	$ 40,382
Supplemental cash flow information:			
Cash paid for interest	$ 75,197	$ 76,334	$ 78,689
Non-cash financing and investing activities:			
Contributions of net assets from affiliate	$ 84,348	$ 72,062	$ 92,156
Repayment of variable funding notes	$ —	$ —	$ (50,000)
Right-of-use assets exchanged for operating lease obligations	$ 63,129	$ 101,794	$ 98,797
Property and equipment included in accounts payable and accrued liabilities	$ (230)	$ (3,022)	$ (816)

See accompanying notes to consolidated financial statements.

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization — Jack in the Box SPV Guarantor, LLC ("Jack in the Box SPV Guarantor" and together with its subsidiaries, the "Company," "we,", "us" or "our") is a bankruptcy-remote, special purpose Delaware limited liability company and a direct, wholly owned subsidiary of Jack in the Box Inc. ("Jack in the Box"). Jack in the Box operates and franchises Jack in the Box® quick-service restaurants. At September 28, 2025, Jack in the Box operated and franchised 150 and 1,986 restaurants, respectively.

The Company was formed in connection with an anticipated securitization financing (the "Securitization Transaction"), which was completed on July 8, 2019 (the "Closing Date"). On the Closing Date, Jack in the Box contributed to the Company substantially all of the assets included on the Company's balance sheet at inception.

Basis of presentation — The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP"). The accompanying consolidated financial statements include the accounts of Jack in the Box SPV Guarantor and its subsidiaries. All significant intercompany accounts and transactions have been eliminated.

Use of estimates — In preparing the consolidated financial statements in conformity with U.S. GAAP, management is required to make certain assumptions and estimates that affect reported amounts of assets, liabilities, revenues, expenses, and the disclosure of contingencies. Actual amounts could differ materially from these estimates.

Fiscal year — The Company's fiscal year consists of 52 or 53 weeks ending on the Sunday closest to September 30. Each of the fiscal years ended September 28, 2025, September 29, 2024, and October 1, 2023 contained 52 weeks.

Business and operations — Jack in the Box SPV Guarantor serves as the holding company of Jack in the Box Funding, LLC ("Jack in the Box Funding" or the "Master Issuer"). Jack in the Box Funding was formed to enter into a base indenture and a related supplemental indenture (collectively, the "Indenture") and its primary purpose is to hold such long-term debt and make the related principal and interest payments on the debt. Jack in the Box Funding has two wholly-owned subsidiaries: Different Rules, LLC ("Different Rules") and Jack in the Box Properties, LLC ("JIB Properties").

Different Rules was formed primarily to serve as the franchisor of Jack in the Box brand restaurants. On the Closing Date, Jack in the Box contributed all franchise agreements and development agreements with respect to Jack in the Box brand franchised restaurants, and together with future franchisee payments thereon. In addition, Jack in the Box contributed to the Company certain intellectual property, consisting of substantially all of its existing and after-acquired intellectual property, including software and all future licensing fees.

JIB Properties was formed primarily to operate certain restaurants and manage its real estate and lease portfolio, which includes leasing and/or subleasing real estate to franchisees for the operation of Jack in the Box restaurants. Also on the Closing Date, Jack in the Box contributed to JIB Properties its company-operated restaurants and related restaurant assets, as well as certain owned and leased real estate located in the United States. Following the Closing Date, all new leases or subleases for the operation or franchising of Jack in the Box restaurants will be entered into by JIB Properties. As of September 28, 2025, JIB Properties operated 144 restaurants.

Different Rules and JIB Properties entered into a Guarantee and Collateral Agreement on July 8, 2019, pursuant to which they will guarantee the obligations of the Master Issuer under the Indenture by pledging substantially all of its assets to the trustee as security for such guarantee obligations (the "Guarantors"). See Note 4, *Indebtedness*, for further details.

The Guarantors and the Master Issuer (the "Securitization Entities") have entered into a management agreement with Jack in the Box and the indenture trustee (the "Management Agreement"), whereby Jack in the Box will act as the manager (the "Manager") of the development and franchising of Jack in the Box restaurants, as the Company has no employees. The primary responsibilities of the Manager under the Management Agreement will be to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, real estate, intellectual property and operational and reporting services on behalf of the Securitization Entities. In addition, the Manager is responsible for paying for all capital assets on behalf of the Securitization Entities and contributing the resulting assets to the applicable Securitization Entity. Different Rules

and JIB Properties are required to distribute their excess cash flows to JIB Funding pursuant to the Indenture. JIB Funding uses the funds to, among other things, service its debt obligations and pay fees to the manager. The Company's results of operations may not be indicative of those that would be achieved if the Company had operated as an unaffiliated company on a stand-alone basis.

Restricted cash — In accordance with the terms of our securitized financing facility, certain cash balances are required to be held in trust and are restricted in their use. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of interest and commitment fees for the Class A-1 and Class A-2 Notes due on a quarterly basis. As of September 28, 2025 and September 29, 2024, restricted cash balances were $30.3 million and $29.4 million, respectively.

Accounts and other receivables, net — Our accounts and other receivables, net is primarily comprised of receivables from franchisees and credit card processors. Franchisee receivables primarily include rents, property taxes, royalties, marketing, and technology support fees associated with lease and franchise agreements, and notes from certain of our franchisees. We accrue interest on notes receivable based on the contractual terms. The allowance for doubtful accounts is based on historical experience and a review of existing receivables.

The Company closely monitors the financial condition of our franchisees and estimates the allowance for credit losses based on the lifetime expected loss on receivables. These estimates are based on historical collection experience with our franchisees as well as other factors, including current market conditions and events. Credit quality is monitored through the timing of payments compared to predefined aging criteria and known facts regarding the financial condition of the franchisee or customer. Account balances are charged off against the allowance after recovery efforts have ceased. The Company's allowance for receivables have not historically been material. The following table summarizes the activity in our allowance for doubtful accounts (*in thousands*):

	2025	2024
Balance as of beginning of period	$ (4,058)	$ (3,939)
Reversal (provision) for expected credit losses	15	(119)
Balance as of end of period	$ (4,043)	$ (4,058)

Inventories — Our inventories consist principally of food, packaging, and supplies, and are valued at the lower of cost or market on a first-in, first-out basis.

Assets held for sale — Our assets held for sale typically includes property we plan to sell within the next year. If the determination is made that we no longer expect to sell an asset within the next year, the asset is reclassified out of assets held for sale. Long-lived assets that meet the held for sale criteria are reported at the lower of their carrying value or fair value, less estimated costs to sell.

Property and equipment, net — Expenditures for new facilities and equipment, and those that substantially increase the useful lives of the property, are capitalized. Facilities leased under finance leases are stated at the present value of minimum lease payments at the beginning of the lease term, not to exceed fair value. Maintenance and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts, and gains or losses on the dispositions are included in "Other operating (income) expense, net" in the accompanying consolidated statements of earnings.

Buildings, equipment and leasehold improvements are generally depreciated using the straight-line method based on the estimated useful lives of the assets, over the initial lease term for certain assets acquired in conjunction with the lease commencement for leased properties, or the remaining lease term for certain assets acquired after the commencement of the lease for leased properties. In certain situations, one or more option periods may be used in determining the depreciable life of assets related to leased properties if we deem that an economic penalty would be incurred otherwise. In either circumstance, our policy requires lease term consistency when calculating the depreciation period, in classifying the lease and in computing straight-line rent expense. Building, leasehold improvement assets and equipment are assigned lives that range from 1 to 35 years. Depreciation expense related to property and equipment was $26.6 million, $26.2 million, and $24.0 million in 2025, 2024, and 2023, respectively.

Impairment of long-lived assets — We evaluate long-lived assets, such as property and equipment and operating lease right-of-use assets, for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. Long-lived assets are grouped for recognition and measurement of impairment at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets. The impairment test for long-lived assets requires us to assess the recoverability of long-lived assets by comparing their net carrying value to the sum of undiscounted estimated future cash flows directly associated with and arising from our use and eventual disposition of the assets. If the carrying amount of a long-lived asset group exceeds the sum of related undiscounted future cash flows, we recognize an impairment loss by the amount that the carrying value of the assets exceeds fair value.

Leases — We evaluate the contracts entered into by the Company to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property, plant or equipment for a period of time in exchange for consideration. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales-type or direct financing lease where the Company is a lessor, based on their terms.

The lease term and incremental borrowing rate for each lease requires judgment by management and can impact the classification of our leases as well as the value of our lease assets and liabilities. When determining the lease term, we consider option periods available, and include option periods in the measurement of the lease right-of-use ("ROU") asset and lease liability where the exercise is reasonably certain to occur. As our leases do not provide an implicit discount rate, we have determined it is appropriate to use our estimated collateralized incremental borrowing rate, based on the yield curve for the respective lease terms, in calculating our lease liabilities.

Revenue recognition — "Company restaurant sales" include revenue recognized upon delivery of food and beverages to the customer at company-operated restaurants, which is when our obligation to perform is satisfied. Company restaurant sales exclude taxes collected from the Company's customers. Gift cards, upon customer purchase, are recorded as deferred income and are recognized in revenue as they are redeemed.

The Company operates loyalty programs in which members earn points primarily for food purchases. Points can then be redeemed for special reward offers. The Company allocates the consideration received on loyalty orders between the food purchased and the loyalty points earned, taking into consideration the expected redemption rate of loyalty points. The consideration allocated to the food is recognized as revenue at the time of sale. The consideration allocated to the loyalty points earned is deferred until the loyalty points are redeemed or expire.

"Franchise rental revenues" received from franchised restaurants based on fixed rental payments are recognized as revenue over the term of the lease. Rental revenue from properties owned and leased by the Company and leased or subleased to franchisees is recognized on a straight-line basis over the respective term of the lease. Certain franchise rents, which are contingent upon sales levels, are recognized in the period in which the contingency is met.

"Franchise royalties and other" includes royalties and franchise and other fees received from franchisees. Royalties are based upon a percentage of sales of the franchised restaurant and are recognized as earned. Franchise royalties are billed on a monthly basis. Franchise fees when a new restaurant opens or at the start of a new franchise term are recorded as deferred revenue when received and recognized as revenue over the term of the franchise agreement.

"Franchise contributions for advertising and other services" includes franchisee contributions to our marketing fund billed on a monthly basis and technology fees, as required under the franchise agreements. Contributions to our marketing fund are based on a percentage of sales and recognized as earned. Technology services are recognized when the services are transferred to the franchisee.

Advertising costs — The Manager is responsible for performing certain marketing services on behalf of the Securitization Entities. These activities are supported primarily by financial contributions from franchise and company-operated restaurants based on a percentage of gross sales. As franchisor, contributions to the marketing fund are billed and collected by the Company. Upon collection, these fees are remitted directly to the Manager as they are excluded from collections used to service its debt obligations. In 2025, 2024, and 2023, marketing fees were approximately 5.0% of sales.

The Company incurs various advertising costs, including contributions to a marketing fund administered by the Manager based upon a percentage of net sales by company-operated restaurants. All advertising costs are expensed as incurred and are included in "Selling, general, and administrative expenses" in the accompanying consolidated statements of earnings. In 2025, 2024, and 2023, advertising costs were $20.9 million, $20.4 million, and $19.7 million, respectively.

Income taxes — The Company is a single-member limited liability company which has not elected to be taxed as an association. Consequently, the Company is treated as a disregarded entity and not subject to United States federal and state income taxes separately from its sole member, Jack in the Box Inc., the Company's ultimate parent. Therefore, no U.S. income taxes, or deferred tax assets or liabilities have been recorded in the consolidated financial statements.

Contingencies — We recognize liabilities for contingencies when we have an exposure that indicates it is probable that an asset has been impaired or that a liability has been incurred and the amount of impairment or loss can be reasonably estimated. Our ultimate legal and financial liability with respect to such matters cannot be estimated with certainty and requires the use of estimates. When the reasonable estimate is a range, the recorded loss will be the best estimate within the range. We record legal settlement costs when those costs are probable and reasonably estimable. Refer to Note 9, *Commitments and Contingencies*, for additional information.

Effect of new accounting pronouncements adopted in fiscal year — There were no recently adopted accounting pronouncements in 2025.

Effect of new accounting pronouncements to be adopted in future periods — In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. ASU 2024-03 requires public companies to disclose, in the notes to financial statements, specified information about certain costs and expenses at each interim and annual reporting period. Additionally, companies will need to disclose the total amount of selling expenses and, in annual reporting periods, an entity's definition of selling expenses. The FASB further clarified the effective date in January 2025 with the issuance of ASU 2025-01, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220 - 40): Clarifying the Effective Date*. This ASU is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. ASU 2024-03 should be applied prospectively to financial statements issued for reporting periods beginning after the effective date but entities may elect to apply the ASU retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This amendment introduces a practical expedient for the application of the current expected credit loss ("CECL") model to current accounts receivable and contract assets. The amendment is effective for annual and interim reporting periods beginning after December 15, 2025, on a prospective basis, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

2. REVENUE

Nature of products and services — We derive revenue from retail sales at Jack in the Box company-operated restaurants and rental revenue, royalties, advertising, and franchise and other fees from franchise-operated restaurants.

Our franchise arrangements generally provide for an initial franchise fee of $50,000 per restaurant and generally require that franchisees pay royalty and marketing fees based on a percentage of gross sales. The agreements also require franchisees to pay technology support and other miscellaneous fees.

Disaggregation of revenue — The following table disaggregates revenue by primary source for each of the following fiscal years *(in thousands)*:

	2025	2024	2023
Company restaurant sales	$ 400,380	$ 406,235	$ 394,274
Franchise rental revenues [1]	221,695	231,197	231,991
Franchise royalties [2]	190,440	199,397	208,010
Marketing fees	188,992	197,900	199,917
Technology fees	12,096	12,110	10,268
Franchise fees and other services	8,588	6,733	7,106
Total revenue	$ 1,022,191	$ 1,053,572	$ 1,051,566

(1) Includes amounts allocated from revenue from affiliates relating to rental revenue.
(2) Includes amounts allocated from revenue from affiliates relating royalty revenue.

Contract liabilities — Our contract liabilities consist of deferred revenue resulting from initial fees received from franchisees for new restaurant openings or new franchise terms, which are generally recognized over the franchise term. We classify these contract liabilities as "Accrued liabilities" and "Other long-term liabilities" in our consolidated balance sheets.

A summary of significant changes in our contract liabilities for the periods ended September 28, 2025 and September 29, 2024 is presented below *(in thousands)*:

	2025	2024
Deferred franchise fees at beginning of period	$ 34,496	$ 35,639
Revenue recognized during the period	(5,344)	(4,952)
Additions during the period	2,510	3,809
Deferred franchise fees at end of period	$ 31,662	$ 34,496

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period *(in thousands)*:

2026	$ 4,368
2027	4,055
2028	3,501
2029	2,925
2030	2,462
Thereafter	14,351
	$ 31,662

Additionally, as of September 28, 2025 and September 29, 2024, approximately $4.1 million and $4.6 million, respectively, of development fees related to unopened stores are included in either other accrued liabilities or other long-term liabilities on the consolidated balance sheets. Timing of revenue recognition is dependent upon the timing of store openings and are recognized over the franchise term at the date of opening.

We have applied the optional exemption, as provided for under ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), which allows us to not disclose the transaction price allocated to unsatisfied performance obligations when the transaction price is a sales-based royalty.

3. SUMMARY OF REFRANCHISINGS AND ASSETS HELD FOR SALE

Refranchisings — The following table summarizes the number of restaurants sold to franchisees and gains recognized in each fiscal year (*dollars in thousands*):

	2025	2024	2023
Restaurants sold to Jack in the Box franchisees	—	—	3
Proceeds from the sale of company-operated restaurants (1)	$ —	$ 259	$ 743
Net assets sold (primarily property and equipment)	(100)	—	(528)
Sublease liabilities	—	—	(421)
Other	(2)	(194)	(236)
(Loss) gain on the sale of company-operated restaurants	$ (102)	$ 65	$ (442)

(1) 2024 includes additional proceeds for locations sold in prior years.

Assets held for sale — Assets classified as held for sale consisted of the following at each fiscal year-end (*in thousands*):

	September 28, 2025	September 29, 2024
Restaurant properties held for sale (1)	$ 11,962	$ 14,137
Other property and equipment held for sale (2)	780	431
Assets held for sale	$ 12,742	$ 14,568

(1) Consists of properties that are currently leased to franchisees which we intend to sell the underlying real estate directly to the franchisee and/or sell and leaseback with a third party within the next twelve months.
(2) Consists primarily of owned properties of closed restaurants which we are actively marketing for sale.

4. INDEBTEDNESS

The detail of our long-term debt at the end of each fiscal year is as follows (*in thousands*):

	September 28, 2025	September 29, 2024
Series 2019-1 Class A-2-II Notes	$ 262,625	$ 265,375
Series 2019-1 Class A-2-III Notes	429,750	434,250
Series 2022-1 Class A-2-I Notes	511,500	522,500
Series 2022-1 Class A-2-II Notes	511,500	522,500
Series 2022-1 Variable Funding Notes	—	6,000
Finance lease obligations	197	542
Total debt	1,715,572	1,751,167
Less current maturities of long-term debt	(29,447)	(35,792)
Less unamortized debt issuance costs	(11,890)	(16,225)
Long-term debt	$ 1,674,235	$ 1,699,150

Securitized refinancing transaction — On February 11, 2022, the Company completed the sale of $550.0 million of its Series 2022-1 3.445% Fixed Rate Senior Secured Notes, Class A-2-I (the "Class A-2-I Notes") and $550.0 million of its Series 2022-1 4.136% Fixed Rate Senior Secured Notes, Class A-2-II (the "Class A-2-II" and, together with the Class A-2-I Notes, the "2022 Notes"). Interest payments on the 2022 Notes are payable on a quarterly basis. The Anticipated Repayment Dates of the Class A-2-I Notes and the Class A-2-II Notes are February 2027 and February 2032, respectively, and the Anticipated Repayment Dates of the 2019-1 Class A-2-II Notes and the Class A-2-III Notes are August 2026 and August 2029, respectively. The legal final maturity date of the 2019 Notes and 2022 Notes is August 2049 and February 2052, respectively, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the Notes will be repaid by the Anticipated Repayment Dates. If

the Master Issuer has not repaid or refinanced the Notes prior to the respective Anticipated Repayment Dates, additional interest will accrue pursuant to the Indenture.

The Company also entered into a revolving financing facility of Series 2022-1 Variable Funding Senior Secured Notes (the "Variable Funding Notes"), which permits borrowings up to a maximum of $150.0 million, subject to certain borrowing conditions, a portion of which may be used to issue letters of credit. As of September 28, 2025, we did not have any outstanding borrowings and had available borrowing capacity of $96.8 million, net of letters of credits issued of $53.2 million.

The net proceeds of the sale of the 2022 Notes were used to repay in full the $570.7 million in aggregate outstanding principal amount of the Company's Series 2019-1 Class A-2-I Notes, together with the applicable make-whole premium and unpaid interest. As a result, the Company recorded a loss on early extinguishment of debt of $5.6 million during the second quarter of 2022, which was comprised of the write-off of certain deferred financing costs and a specified make-whole premium payment, and is presented in "Interest expense, net" in the consolidated statement of earnings. Additionally, in connection with the 2022 Notes, the Company capitalized $17.4 million of debt issuance costs, which are being amortized into interest expense over the Anticipated Repayment Dates, utilizing the effective interest rate method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Date of February 2027 using the straight-line method. As of September 28, 2025, effective interest rates, including the amortization of debt issuance costs, were 4.851%, 5.258%, 3.796%, and 4.347% for the Series 2019-1 Class A-2-II Notes, Series 2019-1 Class A-2-III Notes, Series 2022-1 Class A-2-I Notes, and Series 2022-1 Class A-2-II Notes, respectively.

The 2022 Notes were issued in a privately placed securitization transaction pursuant to which certain of the Company's revenue-generating assets, consisting principally of franchise-related agreements, real estate assets, and intellectual property and license agreements for the use of intellectual property, are held by the Master Issuer and certain other limited-purpose, bankruptcy remote, wholly owned indirect subsidiaries of the Company that act as Guarantors of the Notes and that have pledged substantially all of their assets, excluding certain real estate assets and subject to certain limitations, to secure the Notes.

The quarterly principal payment on the Class A-2 Notes may be suspended when the specified leverage ratio, which is a measure of outstanding debt to earnings before interest, taxes, depreciation, and amortization, adjusted for certain items (as defined in the Indenture), is less than or equal to 5.0x. Exceeding the leverage ratio of 5.0x does not violate any covenant related to the Class A-2 Notes. Subsequent to closing the issuance of the 2022 Notes, the Company has had a leverage ratio of greater than 5.0x and, accordingly, the Company is making the scheduled principal payments on its 2022 Notes and Series 2019-1 Notes.

Variable Funding Notes — Depending on the type of borrowing under the Variable Funding Notes, interest on the Variable Funding Notes is based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the London interbank offered rate for U.S. Dollars or (iv) the lenders' commercial paper funding rate plus any applicable margin, as set forth in the Variable Funding Note Purchase Agreement. There is a scaled commitment fee on the unused portion of the Variable Funding Notes facility of between 50 and 100 basis points. The principal and interest on the Variable Funding Notes were repaid in full in October 2024. Following the anticipated repayment date (and any extensions thereof), additional interest will accrue equal to 5.00% per annum.

Guarantees and collateral — Pursuant to the Guarantee and Collateral Agreement, dated July 8, 2019, among the Guarantors, in favor of the trustee, the Guarantors guarantee the obligations of the Master Issuer under the Indenture and related documents and secure the guarantee by granting a security interest in substantially all of their assets. The Notes are secured by a security interest in substantially all of the assets of the Securitization Entities. The assets of the Securitization Entities include most of the revenue-generating assets of the Company and its subsidiaries, which principally consist of franchise-related agreements, certain company-operated restaurants, intellectual property and license agreements for the use of intellectual property. Upon certain triggering events, mortgages will be required to be prepared and recorded on the real estate assets.

Covenants and restrictions — The Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Master Issuer maintains specified reserve accounts to be used to make required payments in respect of the Notes, (ii) provisions relating to optional and mandatory prepayments and the related payment of specified amounts, including specified make-whole payments in the case of the Class A-2 Notes

under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Notes are in stated ways defective or ineffective and (iv) covenants relating to recordkeeping, access to information and similar matters. The Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain stated debt service coverage ratios, the sum of gross sales for specified restaurants being below certain levels on certain measurement dates, certain manager termination events, an event of default, and the failure to repay or refinance the Class A-2 Notes in full by the applicable anticipated repayment date. The Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments. As of September 28, 2025, we were in compliance with all of our debt covenant requirements and were not subject to any rapid amortization events.

Maturities of long-term debt — Assuming repayment by the Anticipated Repayment Dates and based on the leverage ratio as of September 28, 2025, principal payments on our long-term debt outstanding at September 28, 2025 for each of the next five fiscal years and thereafter are as follows (*in thousands*):

2026	$ 289,322
2027	516,000
2028	15,500
2029	427,250
2030	11,000
Thereafter	456,500
	$ 1,715,572

On January 9, 2026, the Company paid $105.0 million of the Company's Series 2019-1 4.476% Fixed Rate Senior Secured Notes, Class A-2-II. This was a partial repayment on the outstanding principle balance. See Note 12, *Subsequent Events*, for for additional information.

5. FAIR VALUE MEASUREMENTS

Financial assets and liabilities —The following table presents the carrying value and estimated fair value of our Class A-2 Notes as of September 28, 2025 and September 29, 2024 (*in thousands*):

	September 28, 2025		September 29, 2024	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Series 2019 Class A-2 Notes	$ 692,375	$ 675,500	$ 699,625	$ 684,875
Series 2022 Class A-2 Notes	$ 1,023,000	$ 952,720	$ 1,045,000	$ 975,507

The fair value of the Class A-2 Notes was estimated using Level 2 inputs based on quoted market prices in markets that are not considered active markets. As of September 28, 2025, we had no outstanding borrowings under our Variable Funding Notes.

Non-financial assets and liabilities — Our non-financial instruments, which primarily consist of property and equipment and operating lease right-of-use assets, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on an annual basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial instruments are assessed for impairment. If the carrying values are not fully recoverable, they are written down to fair value. Refer to Note 8, *Other Operating (Income) Expense, Net*, for further details on impairment charges recognized in 2025.

6. LEASES

Nature of leases — We own restaurant sites and we also lease restaurant sites from third parties. Some of these owned or leased sites are leased and/or subleased to franchisees. Initial terms of our real estate leases are generally 20 years, exclusive of options to renew, which are generally exercisable at our sole discretion for 1 to 20 years. In

some instances, our leases have provisions for contingent rentals based upon a percentage of defined revenues. Many of our restaurants also have rent escalation clauses and require the payment of property taxes, insurance, and maintenance costs. Variable lease costs include contingent rent, cost-of-living index adjustments, and payments for additional rent such as real estate taxes, insurance and common area maintenance, which are excluded from the measurement of the lease liability. We also lease certain restaurant and office equipment with initial terms generally ranging from 3 to 8 years. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As lessor, our leases and subleases primarily consist of restaurants that have been leased to franchisees subsequent to refranchising transactions. The lease descriptions, terms, variable lease payments and renewal options are generally the same as the lessee leases described above. Revenues from leasing arrangements with our franchisees are presented in "Franchise rental revenues" in the accompanying consolidated statements of earnings, and the related expenses are presented in "Franchise occupancy expenses."

Company as lessee — Leased assets and liabilities consisted of the following as of September 28, 2025 and September 29, 2024 *(in thousands)*:

	September 28, 2025	September 29, 2024
Assets:		
Operating lease ROU assets	$ 665,248	$ 689,297
Finance lease ROU assets (1)	78	320
Total ROU assets	$ 665,326	$ 689,617
Liabilities:		
Current operating lease liabilities	$ 88,978	$ 89,564
Current finance lease liabilities (2)	197	542
Long-term operating lease liabilities	600,747	623,045
Long-term finance lease liabilities (2)	—	—
Total lease liabilities	$ 689,922	$ 713,151

(1) Included in "Property and equipment, net" on our consolidated balance sheets.
(2) Included in "Current maturities of long-term debt" and "Long-term debt, net of current maturities" on our consolidated balance sheets.

The following table presents the components of our lease costs in fiscal 2025 and 2024 (*in thousands*):

	2025	2024
Finance lease cost:		
Amortization of ROU assets (1)	$ 425	$ 420
Interest on lease liabilities (2)	20	59
Operating lease cost (3)	127,331	125,009
Short-term lease cost (3)	180	43
Variable lease cost (3)(4)	31,771	29,777
	$ 159,727	$ 155,308

(1) Included in "Depreciation and amortization" in our consolidated statements of earnings.
(2) Included in "Interest expense, net" in our consolidated statements of earnings.
(3) Operating lease, short-term and variable lease costs associated with franchisees and company-operated restaurants are included in "Franchise occupancy expenses" and "Occupancy and other," respectively, in our consolidated statements of earnings. For our closed restaurants, these costs are included in "Other operating (income) expense, net."
(4) Includes $25.5 million and $24.2 million in 2025 and 2024, respectively, of property taxes and common area maintenance costs which are reimbursed by sub-lessees.

The following table presents supplemental information related to leases:

	September 28, 2025	September 29, 2024
Weighted-average remaining lease term (in years):		
Finance leases	0.2	0.8
Operating leases	10.2	10.1
Weighted-average discount rate:		
Finance leases	5.7 %	7.0 %
Operating leases	5.8 %	5.6 %

The following table presents as of September 28, 2025, the annual maturities of our lease liabilities (*in thousands*):

	Finance Leases	Operating Leases
Fiscal year:		
2026	$ 203	$ 125,370
2027	—	125,737
2028	—	103,040
2029	—	79,787
2030	—	72,487
Thereafter	—	431,446
Total future lease payments (1)	$ 203	$ 937,867
Less: imputed interest	(6)	(248,142)
Present value of lease liabilities	$ 197	$ 689,725
Less current portion	(197)	(88,978)
Long-term lease obligations	$ —	$ 600,747

(1) Total future lease payments include non-cancellable commitments of $0.2 million for finance leases and $661.2 million for operating leases.

Assets recorded under finance leases are included in property and equipment, and consisted of the following at each fiscal year-end (*in thousands*):

	2025	2024
Equipment	$ 5,385	$ 5,622
Less accumulated amortization	(5,307)	(5,302)
	$ 78	$ 320

The following table includes supplemental cash flow and non-cash information related to our lessee leases (*in thousands*):

	2025	2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 126,319	$ 113,847
Operating cash flows from financing leases	$ 20	$ 59
Financing cash flows from financing leases	$ 527	$ 530

Sale leaseback transactions — In fiscal 2025, there were no sale and leaseback transactions.

In fiscal 2024, we sold one restaurant property in a sale and leaseback transaction for net proceeds of $1.7 million, and recorded a total loss of less than $0.1 million. The lease has been accounted for as an operating lease and contains an initial term of 20 years.

In fiscal 2023, we sold one restaurant property in a sale and leaseback transaction for net proceeds of $3.7 million, and recorded total losses of less than $0.1 million. The lease has been accounted for as an operating lease and contains an initial term of 20 years.

Company as lessor — The following table presents rental income (*in thousands*):

	2025			2024		
	Owned Properties	Leased Properties	Total	Owned Properties	Leased Properties	Total
Operating lease income - franchise	$ 16,696	$ 135,934	$ 152,630	$ 18,139	$ 137,844	$ 155,983
Variable lease income - franchise	12,404	55,299	67,703	12,456	61,253	73,709
Amortization of sublease assets and liabilities, net	—	30	30	—	30	30
Franchise rental revenues (1)	$ 29,100	$ 191,263	$ 220,363	$ 30,595	$ 199,127	$ 229,722
Operating lease income - closed restaurants and other (2)	$ 223	$ 3,529	$ 3,752	$ 31	$ 3,059	$ 3,090

(1) Excludes amounts allocated from revenue from affiliates relating to rental revenue.
(2) Primarily relates to closed restaurant properties included in "Other operating (income) expense, net" in our consolidated statements of earnings.

The following table presents as of September 28, 2025, future minimum rental receipts for non-cancellable leases and subleases (*in thousands*):

	September 28, 2025
Fiscal year:	
2026	$ 153,001
2027	152,500
2028	126,435
2029	97,518
2030	92,145
Thereafter	559,010
Total minimum rental receipts	$ 1,180,609

Assets held for lease and included in property and equipment consisted of the following at each fiscal year-end (*in thousands*):

	September 28, 2025	September 29, 2024
Land	$ 66,445	$ 70,779
Buildings	487,770	476,311
Equipment	153	—
	554,368	547,090
Less accumulated depreciation	(443,872)	(427,625)
	$ 110,496	$ 119,465

7. MEMBER'S DEFICIT

Capital contributions — In 2025, Jack in the Box made capital contributions to the Company of $84.3 million, primarily related to the funding of capital expenditures, prepaid software, as well as franchise incentives and franchise tenant improvement. In 2024, Jack in the Box made capital contributions to the Company of $72.1 million, primarily related to the funding of capital expenditures and franchise incentives. In 2023, Jack in the Box made capital contributions to the Company of $92.2 million, primarily related to the repayment of debt on the 2022 Variable Funding Notes, funding of capital expenditures, prepaid software, as well as franchise incentives and franchise tenant improvement.

Distributions to affiliates — The Company distributes its retained collections in excess of cash required to service its debt obligations to the Manager at its discretion and in accordance with the Indenture. Distributions made by the Company to the Manager was $208.4 million, $249.7 million, and $295.4 million in 2025, 2024 and 2023, respectively.

8. OTHER OPERATING EXPENSE (INCOME), NET

	2025	2024	2023
Losses (gains) on disposition of property and equipment, net	$ 438	$ (1,167)	$ (9,509)
Restaurant impairment charges	226	3,763	163
Costs of closed restaurants and other	2,415	391	1,176
Accelerated depreciation	48	403	385
	$ 3,127	$ 3,390	$ (7,785)

Losses (gains) on disposition of property and equipment, net — In 2025, 2024 and 2023, the losses (gains) on disposition primarily relate to the sale of Jack in the Box restaurant properties to franchisees who were leasing the properties from us prior to the sale.

Restaurant impairment charges — In 2025 and 2024, restaurant impairment charges related to under-performing Jack in the Box restaurants as well as restaurants leased or subleased to franchisees for which the lease and franchise agreements were early terminated during the year. In 2023, restaurant impairment charges related to Jack in the Box restaurants leased or subleased to franchisees for which the lease and franchise agreements were early terminated during the year.

Restaurant closing costs — Cost of closed restaurants primarily include ongoing costs associated with closed restaurants and cancelled project costs.

Accelerated depreciation — When a long-lived asset will be replaced or otherwise disposed of prior to the end of its estimated useful life, the useful life of the asset is adjusted based on the estimated disposal date and accelerated depreciation is recognized. In 2025, 2024, and 2023 accelerated depreciation primarily related to restaurant remodels.

9. COMMITMENTS AND CONTINGENCIES

Commitments — We have entered into long-term beverage agreements which provide fountain products and certain marketing support funding to the Company and its franchisees. These agreements require minimum purchases of fountain beverage syrup, by the Company and its franchisees at agreed upon prices until the total volume commitments have been reached. The volume commitments are not subject to any time limit and as of September 28, 2025, we estimate that it will take approximately twelve years to complete these purchase commitments that were in effect at that time. The Company estimates future annual purchases under these agreements to be approximately $65.2 million as of September 28, 2025 based on the expected ratio of usage at company-operated to franchise restaurants.

Legal matters — The Company is subject to matters of litigation arising in the ordinary course of its business as a franchisor. In the opinion of management, the outcome of these matters is not likely to have a material impact on the financial position of the Company.

10. RELATED PARTY TRANSACTIONS

Management Agreement — In accordance with the Management Agreement, Jack in the Box Inc. will manage and service the Securitized Assets in its capacity as the Manager under the Management Agreement. The primary responsibilities of the Manager under the Management Agreement will be to administer Collections and otherwise manage the Securitized Assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, development, real estate, intellectual property, technology and operational and reporting services on behalf of the Securitization Entities with respect to the Securitized Assets. In exchange for providing such services, Jack in the Box Inc. will be entitled to receive a weekly management fee subject to funds availability. The weekly management fee is determined by dividing: (i) an amount equal to the sum of (a) a base fee of $17.0 million, plus (b) a fee of $15,000 for each Securitized Franchised Restaurant and Non-Securitization Entity Company Restaurant and $33,000 for each Securitized Company Restaurant as of such date; by (ii) 52 weeks. The fee is subject to a 2.0% increase as of each anniversary of the Closing Date.

The Company incurred management fees of $58.6 million, $56.3 million, and $54.0 million in 2025, 2024, and 2023, respectively, which are included in "Management fees" in the accompany consolidated statements of earnings. There was $1.1 million related payable for management fees as of September 28, 2025, and none as of September 29, 2024. Payables for management fees are included in "Related party payable, net" in our consolidated balance sheets.

Restaurants operated by affiliates — The Company earns fees for licensing to Jack in the Box Inc., for a 99-year term, a non-exclusive right to use and sublicense the Securitization IP in connection with the operation of company-operated restaurants for a royalty fee equal to 5.0% of the gross sales of each restaurant. As of September 28, 2025 and September 29, 2024, there were 8 and 11 restaurants, respectively, operated by Jack in the Box Inc. The Company received royalties of $0.8 million, $1.0 million, and $0.9 million in 2025, 2024, and 2023, respectively, and are included in "Revenue from affiliates" in the accompany consolidated statements of earnings. The Company also earns rental income for each restaurant owned by Jack in the Box which are operated on real estate owned and leased by JIB Properties. The Company earned rental income of $1.3 million, $1.5 million, and $1.6 million in 2025, 2024, and 2023, respectively, and are included in "Revenue from affiliates" in the accompany consolidated statements of earnings. Receivables for rent and royalties as of September 28, 2025 and September 29, 2024 were $0.1 million and $0.3 million, respectively and are included in "Related party payable, net" in our consolidated balance sheets.

Marketing and technology fees — As the franchisor, the Company bills and collects marketing and technology fees from franchisees. Upon collection, these fees are remitted directly to the Manager as they are excluded from collections used to service its debt obligations. These fees are included in "Franchise contributions for advertising and other services" in our consolidated statement of earnings. The Company receives a charge from the Manager equivalent to fees billed. Costs charged from the Manager were $201.1 million, $213.4 million and $215.4 million in 2025, 2024, and 2023, respectively, and are included in "Franchise advertising and other services expenses" in our consolidated statements of earnings. Payables for these charges as of September 28, 2025 and September 29, 2024 were $10.5 million and $15.8 million, respectively, which are included in "Related party payable" in our consolidated balance sheets.

"Related party payable, net" also includes amounts due to Jack in the Box of $28.5 million and $13.7 million as of September 28, 2025 and September 29, 2024, respectively, to reimburse Jack in the Box for company-operated restaurant expenses, including labor and benefits paid on behalf of the Company, as well as payables for distributions of excess cash flows to the Manager.

11. SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENT INFORMATION (*in thousands*)

	September 28, 2025	September 29, 2024
Accounts and other receivables, net:		
Trade	$ 49,150	$ 50,404
Notes receivable	1,411	1,664
Other	477	3,615
Allowance for doubtful accounts	(4,043)	(4,058)
	$ 46,995	$ 51,625
Property and equipment, net:		
Land	$ 72,520	$ 77,273
Buildings	620,800	589,169
Restaurant and other equipment	98,621	83,126
Construction in progress	20,495	12,552
Accumulated depreciation and amortization	(550,315)	(530,291)
	$ 262,121	$ 231,829
Other assets, net:		
Deferred rent receivable	$ 20,909	$ 23,120
Franchise tenant improvement allowances	30,806	30,757
Notes receivable, less current portion	5,755	7,070
Deferred finance fees	1,448	1,874
Other	13,120	8,017
	$ 72,038	$ 70,838
Accrued liabilities:		
Deferred rent income	$ 230	$ —
Accrued interest	13,122	12,449
Deferred franchise fees	4,368	4,736
Sales and property taxes	15,924	15,270
Other	12,402	11,182
	$ 46,046	$ 43,637
Other long-term liabilities:		
Deferred franchise fees	$ 27,294	$ 29,760
Other	7,135	6,700
	$ 34,429	$ 36,460

12. SUBSEQUENT EVENTS

In preparing the consolidated financial statements, the Company has evaluated significant events occurring subsequent to September 28, 2025 through January 20, 2026, the date of the issuance of the consolidated financial statements.

On January 9, 2026, the Company paid $105.0 million of the Company's Series 2019-1 4.476% Fixed Rate Senior Secured Notes, Class A-2-II. This was a partial repayment on the outstanding principle balance. The repayment was made in connection with the Company's ongoing prioritization of debt reduction plan.

The Company determined there were no other subsequent events that required recognition or disclosure.

UNAUDITED FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS HAVE BEEN PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Jack in the Box SPV Guarantor, LLC and Subsidiaries

Consolidated Financial Statements (Unaudited)
As of January 18, 2026 and September 28, 2025 and for the periods ended January 18, 2026 and January 19, 2025

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
(In thousands)
(Unaudited)

	January 18, 2026	September 28, 2025
ASSETS		
Current assets:		
Cash	$ 25,555	$ 3,265
Restricted cash	25,375	30,282
Accounts and other receivables, net	39,970	46,995
Inventories	2,688	2,284
Prepaid expenses	237	21
Current assets held for sale	10,843	12,742
Other current assets	4,480	4,599
Total current assets	109,148	100,188
Property and equipment, net	258,827	262,121
Operating lease right-of-use assets	658,288	665,248
Other assets, net	70,734	72,038
Total assets	$ 1,096,997	$ 1,099,595
LIABILITIES AND MEMBER'S DEFICIT		
Current liabilities:		
Current maturities of long-term debt	$ 28,259	$ 29,447
Current operating lease liabilities	88,263	88,978
Accounts payable	19,635	21,678
Accrued liabilities	48,742	46,046
Related party payable, net	55,786	40,038
Total current liabilities	240,685	226,187
Long-term liabilities:		
Long-term debt, net of current maturities	1,564,253	1,674,235
Long-term operating lease liabilities, net of current portion	591,520	600,747
Other long-term liabilities	34,476	34,429
Total long-term liabilities	2,190,249	2,309,411
Member's deficit:		
Member's contribution, net	(2,619,796)	(2,673,926)
Retained earnings	1,285,859	1,237,923
Total member's deficit	(1,333,937)	(1,436,003)
Total liabilities and member's deficit	$ 1,096,997	$ 1,099,595

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF EARNINGS
(In thousands)
(Unaudited)

	16-Weeks Ended	
	January 18, 2026	January 19, 2025
Revenues:		
Company restaurant sales	$ 128,315	$ 127,251
Franchise rental revenues	64,358	69,862
Franchise royalties and other	58,853	63,578
Franchise contributions for advertising and other services	59,972	65,487
Revenue from affiliates	470	767
Total revenue	311,968	326,945
Operating costs and expenses, net:		
Food and packaging	39,166	36,152
Payroll and employee benefits	45,606	41,952
Occupancy and other	24,175	21,845
Franchise occupancy expenses	41,076	41,894
Franchise support and other	203	(147)
Franchise advertising and other services expenses	59,972	65,487
Management fees	17,909	18,842
Selling, general, and administrative expenses	7,226	6,514
Pre-opening costs	67	1,385
Depreciation and amortization	9,685	8,501
Other operating (income) expense, net	(4,952)	274
	240,133	242,699
Earnings from operations	71,835	84,246
Interest expense, net	23,899	24,439
Net earnings	$ 47,936	$ 59,807

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	16-Weeks Ended	
	January 18, 2026	January 19, 2025
Cash flows from operating activities:		
Net earnings	$ 47,936	$ 59,807
Adjustments to reconcile net earnings to net cash provided by operating activities:		
Depreciation and amortization	9,685	8,501
Amortization of franchise tenant improvement allowances and incentives	1,525	1,338
Deferred finance cost amortization	1,359	1,473
(Gains) losses on the disposition of property and equipment	(6,284)	285
Impairment charges and other	1,080	701
Changes in assets and liabilities:		
Accounts and other receivables	7,065	16,730
Inventories	(404)	(73)
Prepaid expenses and other current assets	(77)	(310)
Operating lease right-of-use assets and lease liabilities	(3,019)	(2,994)
Accounts payable	939	228
Accrued liabilities	3,606	(67)
Related party payable, net	15,593	25,588
Other	683	5,450
Cash flows provided by operating activities	79,687	116,657
Cash flows from investing activities:		
Proceeds from the sale and leaseback of assets	3,593	—
Proceeds from the sale of property and equipment	10,948	—
Cash flows provided by investing activities	14,541	—
Cash flows from financing activities:		
Repayments of borrowings on Variable Funding Notes	—	(6,000)
Principal repayments on debt	(112,434)	(7,441)
Distributions to affiliates	(69,411)	(78,348)
Contributions from affiliates	105,000	—
Cash flows used in financing activities	(76,845)	(91,789)
Net increase in cash and restricted cash	17,383	24,868
Cash and restricted cash at beginning of period	33,547	32,611
Cash and restricted cash at end of period	$ 50,930	$ 57,479
Non-cash investing and financing activities:		
Contributions of net assets from affiliates	$ 18,541	$ 20,466
Decrease in obligations for purchases of property and equipment	$ 3,865	$ 1,703
Right-of-use assets obtained in exchange for operating lease obligations	$ 20,990	$ 27,681

JACK IN THE BOX SPV GUARANTOR, LLC AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF MEMBER'S DEFICIT
(In thousands)
(Unaudited)

	Member's Contributions, Net	Retained Earnings	Total Member's Deficit
16-Weeks Ended January 18, 2026			
Balance at September 28, 2025	$ (2,673,926)	$ 1,237,923	$ (1,436,003)
Member's contributions	123,541	—	123,541
Net earnings	—	47,936	47,936
Distributions to affiliates	(69,411)	—	(69,411)
Balance at January 18, 2026	$ (2,619,796)	$ 1,285,859	$ (1,333,937)
16-Weeks Ended January 19, 2025			
Balance at September 29, 2024	$ (2,549,913)	$ 1,071,912	$ (1,478,001)
Member's contributions	20,446	—	20,446
Net earnings	—	59,807	59,807
Distributions to affiliates	(78,348)	—	(78,348)
Balance at January 19, 2025	$ (2,607,815)	$ 1,131,719	$ (1,476,096)

GUARANTEE OF PERFORMANCE

For value received, Jack in the Box SPV Guarantor, LLC a Delaware limited liability company (the "**Guarantor**"), located at 9357 Spectrum Center Blvd, San Diego, CA 92123, absolutely and unconditionally guarantees to assume the duties and obligations of Different Rules, LLC, located at 9357 Spectrum Center Blvd, San Diego, CA 92123 (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 13, 2026, 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 San Diego, California, on the 13th day of March, 2026.

Guarantor: Jack in the Box SPV Guarantor, LLC

By: _____

Name: Benjamin M. Weiss
Title: Assistant Secretary

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

	Page
Report of Independent Registered Public Accounting Firm (KPMG LLP, San Diego, CA, Auditor Firm ID: 185)	F-2
Consolidated Balance Sheets	F-4
Consolidated Statements of Operations	F-5
Consolidated Statements of Comprehensive (Loss) Income	F-6
Consolidated Statements of Cash Flows	F-7
Consolidated Statements of Stockholders' Deficit	F-8
Notes to Consolidated Financial Statements	F-9

Schedules not filed: All schedules have been omitted as the required information is inapplicable, immaterial, or the information is presented in the consolidated financial statements or related notes.

Report of Independent Registered Public Accounting Firm

To the Stockholders and Board of Directors
Jack in the Box Inc.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Jack in the Box Inc. and subsidiaries (the Company) as of September 28, 2025 and September 29, 2024, the related consolidated statements of operations, comprehensive (loss) income, cash flows, and stockholders' deficit for each of the fifty-two week periods ended September 28, 2025, September 29, 2024 and October 1, 2023, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of September 28, 2025 and September 29, 2024, and the results of its operations and its cash flows for each of the fifty-two week periods ended September 28, 2025, September 29, 2024 and October 1, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of September 28, 2025, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated November 19, 2025 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Valuation of goodwill and trademark related to the Del Taco reporting unit

As discussed in Notes 1 and 5 to the consolidated financial statements, goodwill and indefinite-lived intangible assets, which includes the Del Taco trademark, are evaluated for impairment annually during the third quarter of each year, and more frequently if events and circumstances warrant. Goodwill and trademark balances are evaluated for impairment by determining whether the fair value of the Company's reporting units or the fair value of the trademark, respectively, exceed their carrying values. During the second quarter of 2025, the Company identified triggering events that indicated the goodwill allocated to the Del Taco reporting unit might be impaired. As a result, the Company performed a quantitative test over the Del Taco reporting unit, noting the fair value of the reporting unit was less than the carrying value, which resulted in an impairment of the entire goodwill balance of $25.3 million. The Company also performed a quantitative analysis over the Del Taco trademark and as a result recorded impairment of $177.9 million. The valuation of the Del Taco reporting unit used a blended approach with a discounted cash flow analysis in conjunction with a market approach. The estimated fair value used in the assessment of the Del Taco trademark was determined using the relief from royalty method.

We identified the evaluation of the goodwill impairment analysis for the Del Taco reporting unit and the impairment analysis of the Del Taco trademark as a critical audit matter. Evaluating the key assumptions used to determine the estimated fair values of the reporting unit and trademark involved a high degree of subjective auditor judgment. Specifically, the revenue growth rate assumptions used in estimating the fair value of the Del Taco reporting unit and the brand royalty rate assumption used in estimating the fair value of the Del Taco trademark were challenging to evaluate as changes to these assumptions could have had a significant impact on the assessment of the impairment of goodwill and the trademark, respectively.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the Company's goodwill and trademark impairment assessment processes, including controls over the revenue growth rate assumptions used in the projected financial information and the brand royalty rate assumption used in the relief from royalty method. We evaluated the reasonableness of the revenue growth rate assumptions for the Del Taco reporting unit by comparing them to industry reports and to historical revenue growth rate trends. In addition, we performed sensitivity analyses over such revenue growth rate assumptions to assess the impact changes to the assumptions could have had on the Company's fair value estimate. We involved valuation professionals with specialized skills and knowledge, who assisted in evaluating the brand royalty rate assumption for the Del Taco trademark by comparing the rate to other restaurant royalty.

/s/ KPMG LLP

We have served as the Company's auditor since 1986.

San Diego, California
November 19, 2025

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(In thousands, except share and per share data)

	September 28, 2025	September 29, 2024
ASSETS		
Current assets:		
Cash	$ 51,531	$ 24,745
Restricted cash	30,282	29,422
Accounts and other receivables, net	90,311	83,567
Inventories	3,958	3,922
Prepaid expenses	15,826	13,126
Assets held for sale	18,329	16,493
Other current assets	10,135	10,002
Total current assets	220,372	181,277
Property and equipment, at cost:		
Land	82,008	93,950
Buildings	967,676	963,699
Restaurant and other equipment	225,102	171,436
Construction in progress	39,444	49,445
	1,314,230	1,278,530
Less accumulated depreciation and amortization	(870,622)	(848,491)
Property and equipment, net	443,608	430,039
Other assets:		
Operating lease right-of-use assets	1,371,454	1,410,083
Intangible assets, net	9,884	10,515
Trademarks	105,600	283,500
Goodwill	136,026	161,209
Deferred tax assets	41,268	—
Other assets, net	265,209	259,006
Total other assets	1,929,441	2,124,313
	$ 2,593,421	$ 2,735,629
LIABILITIES AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Current maturities of long-term debt	$ 29,489	$ 35,880
Current operating lease liabilities	159,267	162,017
Accounts payable	71,101	69,494
Accrued liabilities	170,766	166,868
Total current liabilities	430,623	434,259
Long-term liabilities:		
Long-term debt, net of current maturities	1,674,487	1,699,433
Long-term operating lease liabilities, net of current portion	1,259,577	1,286,415
Deferred tax liabilities	—	13,612
Other long-term liabilities	167,005	153,708
Total long-term liabilities	3,101,069	3,153,168
Stockholders' deficit:		
Preferred stock $0.01 par value, 15,000,000 shares authorized, none issued	—	—
Common stock $0.01 par value, 175,000,000 shares authorized, 83,012,784 and 82,825,851 issued, respectively	830	828
Capital in excess of par value	542,177	533,818
Retained earnings	1,769,205	1,866,660
Accumulated other comprehensive loss	(49,858)	(57,475)
Treasury stock, at cost, 64,120,270 and 63,996,399 shares, respectively	(3,200,625)	(3,195,629)
Total stockholders' deficit	(938,271)	(851,798)
	$ 2,593,421	$ 2,735,629

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF OPERATIONS

(In thousands, except per share data)

	Fiscal Year		
	2025	2024	2023
Revenues:			
Company restaurant sales	$ 627,344	$ 709,035	$ 846,278
Franchise rental revenues	368,643	375,428	364,591
Franchise royalties and other	232,820	238,170	240,515
Franchise contributions for advertising and other services	236,507	248,673	240,922
	1,465,314	1,571,306	1,692,306
Operating costs and expenses, net:			
Food and packaging	171,077	199,271	250,836
Payroll and employee benefits	222,155	238,047	274,598
Occupancy and other	129,188	139,305	163,273
Franchise occupancy expenses	254,387	245,379	229,602
Franchise support and other costs	18,997	17,281	12,328
Franchise advertising and other services expenses	243,580	259,131	253,533
Selling, general, and administrative expenses	149,635	143,233	172,872
Depreciation and amortization	58,314	59,776	62,287
Pre-opening costs	7,335	3,182	1,385
Impairment of goodwill and intangible assets	209,556	162,624	—
Other operating expense, net	22,403	24,796	10,837
Gains on the sale of company-operated restaurants	(3,243)	(3,255)	(17,998)
	1,483,384	1,488,770	1,413,553
(Loss) earnings from operations	(18,070)	82,536	278,753
Other pension and post-retirement expenses, net	5,814	6,843	6,967
Interest expense, net	78,941	80,016	82,446
(Loss) earnings before income taxes	(102,825)	(4,323)	189,340
Income tax (benefit) expense	(22,106)	32,372	58,514
Net (loss) earnings	$ (80,719)	$ (36,695)	$ 130,826
(Loss) earnings per share:			
Basic	$ (4.24)	$ (1.87)	$ 6.35
Diluted	$ (4.24)	$ (1.87)	$ 6.30
Cash dividends declared per common share	$ 0.88	$ 1.76	$ 1.76

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF COMPREHENSIVE (LOSS) INCOME
(In thousands)

	Fiscal Year		
	2025	2024	2023
Net (loss) earnings	$ (80,719)	$ (36,695)	$ 130,826
Other comprehensive income:			
Actuarial gains (losses) arising during the period	7,705	(9,856)	823
Amortization of actuarial losses and prior service cost reclassified to earnings	2,628	2,135	2,154
	10,333	(7,721)	2,977
Tax effect	(2,716)	2,036	(785)
Other comprehensive income (loss), net of taxes	7,617	(5,685)	2,192
Comprehensive (loss) income	$ (73,102)	$ (42,380)	$ 133,018

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

(In thousands)

	Fiscal Year		
	2025	2024	2023
Cash flows from operating activities:			
Net (loss) earnings	$ (80,719)	$ (36,695)	$ 130,826
Adjustments to reconcile net (loss) earnings to net cash provided by operating activities:			
Depreciation and amortization	58,314	59,776	62,287
Amortization of franchise tenant improvement allowances and incentives	6,699	4,998	4,647
Deferred finance cost amortization	4,759	4,830	5,040
Excess tax deficiency from share-based compensation arrangements	1,568	51	71
Deferred income taxes	(57,705)	(10,812)	(11,989)
Share-based compensation expense	8,238	13,471	11,205
Pension and postretirement expense	5,814	6,843	6,967
Gains on cash surrender value of company-owned life insurance	(9,122)	(16,480)	(7,346)
Gains on the sale of company-operated restaurants	(3,243)	(3,255)	(17,998)
Gains on acquisition of restaurants	(6)	(2,702)	—
Losses (gains) on the disposition of property and equipment, net	2,161	185	(8,171)
Impairment charges and other	213,997	171,415	6,217
Changes in assets and liabilities, excluding acquisitions and dispositions:			
Accounts and other receivables	(4,188)	19,905	(4,048)
Inventories	(37)	(25)	1,367
Prepaid expenses and other current assets	(6,648)	(297)	(1,422)
Operating lease right-of-use assets and lease liabilities	2,750	22,705	2,364
Accounts payable	(1,784)	(15,404)	(1,692)
Accrued liabilities	10,448	(135,159)	47,459
Pension and postretirement contributions	(6,395)	(5,937)	(6,241)
Franchise tenant improvement allowance and incentive disbursements	(7,683)	(2,486)	(3,265)
Other	25,140	(6,111)	(1,272)
Cash flows provided by operating activities	162,358	68,816	215,006
Cash flows from investing activities:			
Purchases of property and equipment	(88,223)	(91,177)	(59,994)
Purchases of assets intended for sale or leaseback	(8,827)	(24,297)	(14,960)
Acquisition of franchise-operated restaurants	(7,193)	—	—
Proceeds from the sale and leaseback of assets	—	1,728	3,673
Proceeds from the sale of company-operated restaurants	6,384	19,400	85,221
Proceeds from the sale of property and equipment	19,870	24,975	25,214
Other	3,303	—	3,065
Cash flows (used in) provided by investing activities	(74,686)	(69,371)	42,219
Cash flows from financing activities:			
Borrowings on revolving credit facilities	—	6,000	—
Repayments of borrowings on revolving credit facilities	(6,000)	—	(50,000)
Principal repayments on debt	(29,861)	(29,892)	(30,109)
Dividends paid on common stock	(16,614)	(33,972)	(35,890)
Proceeds from issuance of common stock	2	2	263
Repurchases of common stock	(4,996)	(70,000)	(90,029)
Payroll tax payments for equity award issuances	(2,557)	(3,323)	(1,593)
Cash flows used in financing activities	(60,026)	(131,185)	(207,358)
Net increase (decrease) in cash and restricted cash	27,646	(131,740)	49,867
Cash and restricted cash at beginning of year	54,167	185,907	136,040
Cash and restricted cash at end of year	$ 81,813	$ 54,167	$ 185,907

See accompanying notes to consolidated financial statements.

JACK IN THE BOX INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF STOCKHOLDERS' DEFICIT
(Dollars in thousands)

	Number of Shares	Amount	Capital in Excess of Par Value	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total
Balance at October 2, 2022	82,580,599	$ 826	$ 508,323	$1,842,947	$ (53,982)	$(3,034,306)	$ (736,192)
Shares issued under stock plans, including tax benefit	65,215	—	263	—	—	—	263
Share-based compensation	—	—	11,205	—	—	—	11,205
Dividends declared	—	—	285	(36,175)	—	—	(35,890)
Purchases of treasury stock	—	—	—	—	—	(90,731)	(90,731)
Net earnings	—	—	—	130,826	—	—	130,826
Other comprehensive income	—	—	—	—	2,192	—	2,192
Balance at October 1, 2023	82,645,814	826	520,076	1,937,598	(51,790)	(3,125,037)	(718,327)
Shares issued under stock plans, including tax benefit	180,037	2	—	—	—	—	2
Share-based compensation	—	—	13,471	—	—	—	13,471
Dividends declared	—	—	271	(34,243)	—	—	(33,972)
Purchases of treasury stock	—	—	—	—	—	(70,592)	(70,592)
Net loss	—	—	—	(36,695)	—	—	(36,695)
Other comprehensive loss	—	—	—	—	(5,685)	—	(5,685)
Balance at September 29, 2024	82,825,851	828	533,818	1,866,660	(57,475)	(3,195,629)	(851,798)
Shares issued under stock plans, including tax benefit	186,933	2	—	—	—	—	2
Share-based compensation	—	—	8,238	—	—	—	8,238
Dividends declared	—	—	121	(16,736)	—	—	(16,615)
Purchases of treasury stock	—	—	—	—	—	(4,996)	(4,996)
Net loss	—	—	—	(80,719)	—	—	(80,719)
Other comprehensive income	—	—	—	—	7,617	—	7,617
Balance at September 28, 2025	83,012,784	$ 830	$ 542,177	$1,769,205	$ (49,858)	$(3,200,625)	$ (938,271)

See accompanying notes to consolidated financial statements.

1. NATURE OF OPERATIONS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of operations — Jack in the Box Inc. (the "Company"), together with its consolidated subsidiaries, develops, operates, and franchises quick-service restaurants under the Jack in the Box® and Del Taco® restaurant brands.

On March 8, 2022, the Company acquired Del Taco Restaurants, Inc. ("Del Taco") for cash according to the terms and conditions of the Agreement and Plan of Merger, dated as of December 5, 2021. Del Taco is a nationwide operator and franchisor of restaurants featuring fresh and fast Mexican and American inspired cuisines.

As of September 28, 2025, there were 150 company-operated and 1,986 franchise-operated Jack in the Box restaurants and 132 company-operated and 444 franchise-operated Del Taco restaurants.

References to the Company throughout these notes to the consolidated financial statements are made using the first-person notations of "we," "us," and "our."

Basis of presentation — The accompanying consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("U.S. GAAP") and the rules and regulations of the Securities and Exchange Commission ("SEC").

Reclassification — Certain amounts in the prior periods' financial statements and related footnote disclosures have been reclassified to conform to the current presentation with no impact on previously reported net income or stockholders' equity.

Fiscal year — The Company's fiscal year is the 52 or 53 weeks ending the Sunday closest to September 30. In fiscal 2023, Del Taco operated on a fiscal year ending the Tuesday closest to September 30. Beginning fiscal 2024, Del Taco's fiscal year shifted to align with Jack in the Box. As a result, Del Taco's fiscal 2024 results include two fewer days. Comparisons throughout these notes to the consolidated financial statements refer to the 52-week periods ended September 28, 2025, September 29, 2024, and October 1, 2023 for fiscal years 2025, 2024, and 2023.

Principles of consolidation — The accompanying consolidated financial statements include the accounts of Jack in the Box Inc. and its wholly-owned subsidiaries. All intercompany accounts and transactions have been eliminated upon consolidation.

Use of estimates — In preparing the consolidated financial statements in conformity with U.S. GAAP, management is required to make certain assumptions and estimates that affect reported amounts of assets, liabilities, revenues, expenses, and the disclosure of contingencies. In making these assumptions and estimates, management may from time to time seek advice and consider information provided by actuaries and other experts in a particular area. Actual amounts could differ materially from these estimates.

Restricted cash — In accordance with the terms of our securitized financing facility, certain cash balances are required to be held in trust. Such restricted cash primarily represents cash collections and cash reserves held by the trustee to be used for payments of quarterly interest and commitment fees required for the Class A-2 Notes and Variable Funding Notes. The Company also had restricted cash relating to an agreement for a financing structure with a technology partner to allow them to limit their exposure to risk, while they service the franchise-owned locations. As of September 28, 2025 and September 29, 2024, restricted cash balances were $30.3 million and $29.4 million, respectively.

Accounts and other receivables, net — Our accounts and other receivables, net is primarily comprised of receivables from franchisees, tenants, credit card processors, and insurance receivables. Franchisee receivables primarily include rents, property taxes, royalties, marketing, sourcing and technology support fees associated with lease and franchise agreements, and notes from certain of our franchisees. Tenant receivables relate to subleased properties where we are on the master lease agreement. We accrue interest on notes receivable based on the contractual terms.

The Company closely monitors the financial condition of our franchisees and estimates the allowance for credit losses based on the lifetime expected loss on receivables. These estimates are based on historical collection experience with our franchisees as well as other factors, including current market conditions and events. Credit quality is monitored through the timing of payments compared to predefined aging criteria and known facts regarding the financial condition of the franchisee or customer. Account balances are charged off against the allowance after recovery efforts have ceased. The Company's allowance for doubtful accounts has not historically been material. The following table summarizes the activity in our allowance for doubtful accounts (*in thousands*):

	2025	2024
Balance as of beginning of period	$ (4,512)	$ (4,146)
Provision for expected credit losses, net	(3,292)	(372)
Write-offs charged against the allowance	1,234	6
Balance as of end of period	$ (6,570)	$ (4,512)

Inventories — Our inventories consist principally of food, packaging, and supplies, and are valued at the lower of cost or market on a first-in, first-out basis.

Internal-use Software Costs — The Company capitalizes costs incurred to implement software solely for its internal use, including (i) hosted applications used to deliver the Company's support services, and (ii) certain implementation costs incurred in a hosting arrangement that is a service contract when the preliminary project stage is complete, management with the relevant authority authorizes and commits to the funding of the software project, and it is probable the project will be completed and used to perform the intended function. Software implementation costs are capitalized to either other current assets or other long-term assets on the Company's consolidated balance sheet and amortized over the estimated useful life of the developed software. Hosted software implementation costs capitalized were $11.0 million and $11.1 million as of the end of fiscal year 2025 and 2024, respectively. Related amortization expense for software implementation costs was $2.4 million, $4.5 million and $5.0 million during fiscal years 2025, 2024 and 2023, respectively.

Assets held for sale — Our assets held for sale typically includes property and restaurants we plan to sell within the next year, including amounts relating to i) company-owned restaurants to be refranchised, ii) operating restaurant properties which we intend to sell to franchisees and/or sell and leaseback with a third party, and iii) closed restaurant properties which we are marketing for sale. If the determination is made that we no longer expect to sell an asset within the next year, the asset is reclassified out of assets held for sale and back into property and equipment, net. Long-lived assets that meet the held for sale criteria are reported at the lower of their carrying value or fair value, less estimated costs to sell.

Property and equipment, net — Expenditures for new facilities and equipment, and those that substantially increase the useful lives of the property, are capitalized. Facilities leased under finance leases are stated at the present value of minimum lease payments at the beginning of the lease term, not to exceed fair value. Maintenance and repairs are expensed as incurred. When property and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts, and gains or losses on the dispositions are included in “Other operating expense, net” in the accompanying consolidated statements of earnings.

Buildings, equipment, and leasehold improvements are generally depreciated using the straight-line method based on the estimated useful lives of the assets, over the initial lease term for certain assets acquired in conjunction with the lease commencement for leased properties, or the remaining lease term for certain assets acquired after the commencement of the lease for leased properties. In certain situations, one or more option periods may be used in determining the depreciable life of assets related to leased properties if we deem that an economic penalty would be incurred otherwise. In either circumstance, our policy requires lease term consistency when calculating the depreciation period, in classifying the lease and in computing straight-line rent expense. Building, leasehold improvement assets and equipment are assigned lives that range from 1 to 35 years. Depreciation expense related to property and equipment was $57.8 million, $59.2 million, and $61.7 million in fiscal year 2025, 2024, and 2023, respectively.

Impairment of long-lived assets — We evaluate long-lived assets, such as property and equipment and operating lease right-of-use assets, for impairment whenever events or changes in circumstances indicate that their carrying value may not be recoverable. Long-lived assets are grouped for recognition and measurement of impairment at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets. The impairment test for long-lived assets requires us to assess the recoverability of long-lived assets by comparing their net carrying value to the sum of undiscounted estimated future cash flows directly associated with and arising from our use and eventual disposition of the assets. If the carrying amount of a long-lived asset group exceeds the sum of related undiscounted future cash flows, we recognize an impairment loss by the amount that the carrying value of the assets exceeds fair value. Refer to Note 9, *Other Operating Expense, Net*, for additional information.

Goodwill and trademarks — Goodwill is the excess of the purchase price over the fair value of identifiable net assets acquired, if any. We generally record goodwill in connection with the acquisition of restaurants from franchisees or the acquisition of another business. Likewise, upon the sale of restaurants to franchisees, goodwill is decremented. The amount of goodwill written-off is determined as the fair value of the business disposed of as a percentage of the fair value of the reporting unit retained. If the business disposed of was never fully integrated into the reporting unit after its acquisition, and thus the benefits of the acquired goodwill were never realized, the current carrying amount of the acquired goodwill is written off. Goodwill is not amortized and has been assigned to reporting units for purposes of impairment testing. Our two restaurant brands, Jack in the Box and Del Taco, are both operating segments and reporting units.

Goodwill is evaluated for impairment annually during the third quarter of each year, or more frequently if indicators of impairment are present. We first assess qualitative factors to determine whether the existence of events or circumstances lead to a determination that it is more likely than not that the fair value of a reporting unit or indefinite-lived asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value is less than the carrying amount, we perform a single-step impairment test. To perform our impairment analysis, we estimate the fair value of the reporting unit and compare it to the carrying value. If the carrying value exceeds the fair value, an impairment loss is recognized equal to the excess.

We evaluate our indefinite-lived intangible assets for impairment on an annual basis or more often if an event occurs or circumstances change that indicate impairments might exist. We perform our annual test for impairment of our indefinite-lived intangible assets during the third quarter. We may elect to perform a qualitative assessment to determine whether it is more likely than not that the fair value of an indefinite-lived intangible asset is greater than its carrying value. If a qualitative assessment is not performed, or if as a result of a qualitative assessment it is not more likely than not that the fair value of an indefinite-lived intangible asset exceeds its carrying value, then the asset's fair value is compared to its carrying value. Fair value is an estimate of the price a willing buyer would pay for the intangible asset and is estimated by discounting the expected future after-tax cash flows associated with the intangible asset.

During the second quarter of 2025, we performed quantitative tests over the Del Taco reporting unit noting that the fair value of the reporting unit was less than the carrying value, which resulted in an impairment of goodwill. Refer also to Note 5, *Goodwill and Intangible Assets,* in the notes to the consolidated financial statements for additional information.

Intangible assets, net — Intangible assets primarily include franchise contracts, reacquired franchise rights and sublease assets. Franchise contracts, which represent the fair value of franchise agreements based on the projected royalty revenue stream as of the acquisition date, are amortized on a straight-line basis to “Depreciation and amortization” in the consolidated statements of earnings over the remaining term of the franchise agreements. Reacquired franchise rights are recorded in connection with our acquisition of franchised restaurants and are amortized on a straight-line basis to “Depreciation and amortization” in the consolidated statements of earnings over the term of the former franchise agreement. Sublease assets, which represent subleases with stated rent above comparable market rents as of the acquisition date, are amortized on a straight-line basis to “Franchise rental revenues” in the consolidated statements of earnings over the term of the related sublease.

Company-owned life insurance — We have purchased company-owned life insurance (“COLI”) policies to support our non-qualified benefit plans. The cash surrender values of these policies were $135.5 million and $129.7 million as of September 28, 2025 and September 29, 2024, respectively, and are included in “Other assets, net”, in the accompanying consolidated balance sheets. Changes in cash surrender values are included in “Selling, general and administrative expenses” in the accompanying consolidated statements of earnings. These policies reside in an umbrella trust for use only to pay plan benefits to participants or to pay creditors if the Company becomes insolvent.

Leases — We evaluate the contracts entered into by the Company to determine whether such contracts contain leases. A contract contains a lease if the contract conveys the right to control the use of identified property, plant, and equipment for a period of time in exchange for consideration. At commencement, contracts containing a lease are further evaluated for classification as an operating or finance lease where the Company is a lessee, or as an operating, sales-type, or direct financing lease where the Company is a lessor, based on their terms.

The lease term and incremental borrowing rate for each lease requires judgment by management and can impact the classification of our leases as well as the value of our lease assets and liabilities. When determining the lease term, we consider option periods available, and include option periods in the measurement of the lease right-of-use (“ROU”) asset and lease liability where the exercise is reasonably certain to occur. As our leases do not provide an implicit discount rate, we have determined it is appropriate to use our estimated collateralized incremental borrowing rate, based on the yield curve for the respective lease terms, in calculating our lease liabilities.

Revenue recognition — "Company restaurant sales" include revenue recognized upon delivery of food and beverages to the customer at company-operated restaurants, which is when our obligation to perform is satisfied. Company restaurant sales exclude taxes collected from the Company's customers. Gift cards, upon customer purchase, are recorded as deferred income and are recognized in revenue as they are redeemed.

The Company operates loyalty programs in which members earn points primarily for food purchases. Points can then be redeemed for special reward offers. The Company allocates the consideration received on loyalty orders between the food purchased and the loyalty points earned, taking into consideration the expected redemption rate of loyalty points. The consideration allocated to the food is recognized as revenue at the time of sale. The consideration allocated to the loyalty points earned is deferred until the loyalty points are redeemed or expire.

"Franchise rental revenues" received from franchised restaurants based on fixed rental payments are recognized as revenue over the term of the lease. Rental revenue from properties owned and leased by the Company and leased or subleased to franchisees is recognized on a straight-line basis over the respective term of the lease. Certain franchise rents, which are contingent upon sales levels, are recognized in the period in which the contingency is met.

"Franchise royalties and other" primarily includes royalties and franchise fees received from our franchisees. Royalties are based upon a percentage of sales of the franchised restaurant and are recognized as earned. Franchise royalties are billed on a monthly basis. Franchise fees when a new restaurant opens or at the start of a new franchise term are recorded as deferred revenue when received and recognized as revenue over the term of the franchise agreement.

"Franchise contributions for advertising and other services" includes franchisee contributions to our marketing funds billed on a monthly basis and sourcing and technology fees, as required under the franchise agreements. Contributions to our marketing funds are based on a percentage of sales and recognized as earned. Sourcing and technology services are recognized when the goods or services are transferred to the franchisee.

Gift cards — We sell gift cards to our customers in our restaurants and through selected third parties. The gift cards sold to our customers have no stated expiration dates and are subject to actual or potential escheatment rights in several of the jurisdictions in which we operate. We recognize income from gift cards when redeemed by the customer. Deferred gift card income totaled $2.8 million and $2.7 million as of September 28, 2025 and September 29, 2024, respectively, and are included in "Accrued liabilities" in the accompanying consolidated balance sheets.

While we will continue to honor all gift cards presented for payment, we may determine the likelihood of redemption to be remote for certain card balances due to, among other things, long periods of inactivity. In these circumstances, to the extent we determine there is no requirement for remitting balances to government agencies under unclaimed property laws, card balances may be recognized as income in our consolidated statements of operations. Amounts recognized on unredeemed gift card balances were $0.6 million, $0.8 million, and $1.6 million in fiscal 2025, 2024, and 2023, respectively.

Pre-opening costs — Pre-opening costs associated with the opening of a new restaurant or the remodeling of an existing restaurant consist primarily of property rent and employee training costs. Pre-opening costs associated with the opening of a restaurant that was closed upon acquisition consist of labor costs, maintenance and repair costs, and property rent.

Self-insurance — We are self-insured for a portion of our workers' compensation, general liability, employee medical and dental, and automotive claims. We utilize a paid-loss plan for our workers' compensation, general liability, and automotive programs, which have predetermined loss limits per occurrence and in the aggregate. We establish our undiscounted insurance liability and reserves using independent actuarial estimates of expected losses based on a statistical analysis of historical claims data. As of September 28, 2025 and September 29, 2024, our estimated self-insurance liability was $28.1 million and $27.9 million, respectively, and is included in "Accrued liabilities" in the accompanying consolidated balance sheets.

Advertising costs — We administer marketing funds at each of our restaurant brands that include contractual contributions. In 2025, 2024 and 2023, marketing fund contributions from Jack in the Box franchise and company-operated restaurants were approximately 5.0% of sales. In 2025, 2024, and 2023, marketing fund contributions from Del Taco franchise and company-operated restaurants were approximately 4.0% of sales.

Production costs of commercials, programming, and other marketing activities are charged to the marketing funds when the advertising is first used for its intended purpose, and the costs of advertising are charged to operations as incurred. When contributions to the marketing fund exceed the related advertising expenses, advertising costs are accrued up to the amount of revenues on an annual basis since we are contractually obligated to spend these funds. When advertising costs are greater than the contributions to the marketing fund resulting in a deficit, the excess costs are covered by marketing fund contributions in the following year. As of September 28, 2025, and September 29, 2024, the Jack in the Box marketing fund ended the year with a $0.2 million deficit, and an $0.8 million surplus, respectively. As of September 28, 2025, and September 29, 2024, the Del Taco marketing fund ended the year with a $0.3 million surplus, and a $0.8 million deficit, respectively. In 2025, 2024, and 2023, incremental contributions to the marketing fund were $6.3 million, $0.5 million, and $0.2 million. Total contributions made by the Company, including incremental contributions and marketing fund deficits, if any, are included in "Selling, general, and administrative expenses" in the accompanying consolidated statements of earnings. In fiscal 2025, 2024, and 2023 consolidated advertising costs were $39.3 million, $35.0 million, and $38.9 million, respectively.

Share-based compensation — We account for our share-based compensation under the Financial Accounting Standards Board ("FASB") authoritative guidance on stock compensation, which generally requires, among other things, that all employee share-based compensation be measured using a fair value method and that the resulting compensation cost be recognized in the financial statements. Compensation expense for our share-based compensation awards is generally recognized on a straight-line basis over the shorter of the vesting period or the period from the date of grant to the date the employee becomes eligible to retire. Refer to Note 13, *Share-Based Employee Compensation*, for additional information.

Income taxes — Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, as well as tax loss and credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. We recognize interest and, when applicable, penalties related to unrecognized tax benefits as a component of our income tax provision.

Authoritative guidance issued by the FASB prescribes a minimum probability threshold that a tax position must meet before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position. Refer to Note 11, *Income Taxes*, for additional information.

Contingencies — We recognize liabilities for contingencies when we have an exposure that indicates it is probable that an asset has been impaired or that a liability has been incurred and the amount of impairment or loss can be reasonably estimated. Our ultimate legal and financial liability with respect to such matters cannot be estimated with certainty and requires the use of estimates. When the reasonable estimate is a range, the recorded loss will be the best estimate within the range. We record legal settlement costs when those costs are probable and reasonably estimable. Refer to Note 16, *Commitments and Contingencies*, for additional information.

Business combinations — We account for acquisitions using the acquisition method of accounting. Accordingly, assets acquired and liabilities assumed are recorded at their estimated fair values at the acquisition date. The excess of purchase price over fair value of net assets acquired, including the amount assigned to identifiable intangible assets, is recorded as goodwill.

Recent accounting pronouncements — In November 2023, the FASB issued Accounting Standards Update ("ASU") 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosure*, which updates reportable segment disclosure requirements. The ASU requires enhanced disclosures about significant segment expenses and information used to assess segment performance and is effective for fiscal years beginning after December 15, 2023 and interim periods within fiscal years beginning after December 15, 2024 with early adoption permitted. The Company adopted this pronouncement in Form 10-K for fiscal year ended September 28, 2025. Refer to Note 10, *Segment Reporting*, for additional information.

In December 2023, the FASB issued ASU 2023-09, I*ncome Taxes (Topic 740): Improvements to Income Tax Disclosures*, which requires disaggregated information about a reporting entity's effective tax rate reconciliation as well as information on income taxes paid. The guidance is effective for fiscal years beginning after December 15, 2024, with early adoption permitted, and should be applied on a prospective basis with the option to apply the standard retrospectively. The Company does not expect this pronouncement to have a significant impact.

In November 2024, the FASB issued ASU 2024-03, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*. ASU 2024-03 requires public companies to disclose, in the notes to financial statements, specified information about certain costs and expenses at each interim and annual reporting period. Additionally, companies will need to disclose the total amount of selling expenses and, in annual reporting periods, an entity's definition of selling expenses. The FASB further clarified the effective date in January 2025 with the issuance of ASU 2025-01, *Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220 - 40): Clarifying the Effective Date*. This ASU is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. ASU 2024-03 should be applied prospectively to financial statements issued for reporting periods beginning after the effective date but entities may elect to apply the ASU retrospectively to any or all prior periods presented in the financial statements. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. This amendment introduces a practical expedient for the application of the current expected credit loss ("CECL") model to current accounts receivable and contract assets. The amendment is effective for annual and interim reporting periods beginning after December 15, 2025, on a prospective basis, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU 2025-06, *Intangibles - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*, which makes updates to increase the operability of the recognition guidance considering different methods of software development. The guidance is effective for fiscal years beginning after December 15, 2027, and interim reporting periods within those annual reporting periods, with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

2. REVENUE

Nature of products and services — We derive revenue from retail sales at Jack in the Box and Del Taco company-operated restaurants and rental revenue, royalties, advertising, and franchise and other fees from franchise-operated restaurants.

Our franchise arrangements generally provide for an initial franchise fee per restaurant for a 20-year term, and generally require that franchisees pay royalty and marketing fees based upon a percentage of gross sales. The agreements also require franchisees to pay technology fees, as well as sourcing fees for Jack in the Box franchise agreements.

Disaggregation of revenue — The following table disaggregates revenue by segment and primary source for the fiscal year ended September 28, 2025 *(in thousands)*:

	Jack in the Box	Del Taco	Total
Company restaurant sales	$ 416,716	$ 210,628	$ 627,344
Franchise rental revenues	332,735	35,908	368,643
Franchise royalties	189,646	32,372	222,018
Marketing fees	188,992	27,605	216,597
Technology and sourcing fees	17,208	2,702	19,910
Franchise fees and other services	8,670	2,132	10,802
Total revenue	$ 1,153,967	$ 311,347	$ 1,465,314

The following table disaggregates revenue by segment and primary source for the fiscal year ended September 29, 2024 *(in thousands)*:

	Jack in the Box	Del Taco	Total
Company restaurant sales	$ 427,057	$ 281,978	$ 709,035
Franchise rental revenues	347,227	28,201	375,428
Franchise royalties	198,377	31,714	230,091
Marketing fees	197,900	26,258	224,158
Technology and sourcing fees	19,857	4,658	24,515
Franchise fees and other services	7,002	1,077	8,079
Total revenue	$ 1,197,420	$ 373,886	$ 1,571,306

The following table disaggregates revenue by segment and primary source for the fiscal year ended October 1, 2023 *(in thousands)*:

	Jack in the Box	Del Taco	Total
Company restaurant sales	$ 413,748	$ 432,530	$ 846,278
Franchise rental revenues	351,283	13,308	364,591
Franchise royalties	207,064	25,669	232,733
Marketing fees	199,917	21,025	220,942
Technology and sourcing fees	16,073	3,907	19,980
Franchise fees and other services	7,226	556	7,782
Total revenue	$ 1,195,311	$ 496,995	$ 1,692,306

In October 2022, a Jack in the Box franchise operator paid the Company $7.3 million in order to sell his restaurants to a new franchisee at the current standard royalty rate, which is lower than the royalty rate in the existing franchise agreements. The payment represented the difference between the existing royalty rate and the new royalty rate based on projected future sales for the remaining term of the existing agreements. The payment was non-refundable and not subject to any adjustments based on actual future sales. The Company determined the transaction represented the termination of the existing agreement rather than the transfer of an agreement between franchisees. As such, the $7.3 million was recognized in franchise royalty revenue during the first quarter of 2023.

Contract liabilities — Our contract liabilities consist of deferred revenue resulting from initial fees received from franchisees for new restaurant openings or new franchise terms, which are generally recognized over the franchise term. We classify these contract liabilities within “Accrued liabilities” and “Other long-term liabilities” in our consolidated balance sheets.

A summary of significant changes in our contract liabilities is presented below *(in thousands)*:

	2025	2024
Deferred franchise and development fees at beginning of period	$ 51,990	$ 50,474
Revenue recognized during the period	(6,285)	(5,854)
Additions during the period	2,802	7,370
Deferred franchise and development fees at end of period	$ 48,507	$ 51,990

As of September 28, 2025, approximately $8.6 million of development fees related to unopened stores are included in deferred revenue. Timing of revenue recognition is dependent upon the timing of store openings and are recognized over the franchise term at the date of opening.

The following table reflects the estimated franchise fees to be recognized in the future related to performance obligations that are unsatisfied at the end of the period *(in thousands)*:

2026	$ 4,960
2027	4,652
2028	4,073
2029	3,481
2030	3,011
Thereafter	19,763
	$ 39,940

We have applied the optional exemption, as provided for under ASC Topic 606, *Revenue from Contracts with Customers*, which allows us to not disclose the transaction price allocated to unsatisfied performance obligations when the transaction price is a sales-based royalty.

3. ASSETS HELD FOR SALE

Assets held for sale — Assets classified as held for sale consisted of the following at each fiscal year-end (*in thousands*):

	2025	2024
Jack in the Box restaurant properties (1)	$ 12,743	$ 14,567
Other property and equipment (2)	5,586	199
Del Taco restaurants to be refranchised:		
Property and equipment	—	1,318
Goodwill	—	409
Assets held for sale	$ 18,329	$ 16,493

(1) Consists of properties that are currently leased to franchisees which we intend to sell the underlying real estate directly to the franchisee and/or sell and leaseback with a third party.
(2) Consists primarily of owned properties of closed restaurants which we are actively marketing for sale.

4. SUMMARY OF REFRANCHISING AND FRANCHISE ACQUISITION

Refranchising — The following table summarizes the number of restaurants sold to franchisees and gains recognized in each fiscal year (*dollars in thousands*):

	2025	2024	2023
Restaurants sold to Jack in the Box franchisees	1	—	5
Restaurants sold to Del Taco franchisees	13	47	111
Proceeds from the sale of company-operated restaurants (1)	6,384	$ 19,400	$ 85,221
Broker commissions	—	—	(1,614)
Net assets sold (primarily property and equipment)	(1,883)	(5,310)	(17,101)
Goodwill related to the sale of company-operated restaurants	(461)	(6,835)	(35,544)
Franchise fees	(364)	(1,266)	(3,086)
Sublease liabilities, net	—	(140)	(8,559)
Lease termination	(217)	(225)	(393)
Other (2)	(216)	(2,369)	(926)
Gains on the sale of company-operated restaurants	$ 3,243	$ 3,255	$ 17,998

(1) Amounts in 2025, 2024, and 2023 include additional proceeds of $0.7 million, $1.5 million, and $0.9 million, respectively, related to the extension of the underlying franchise and lease agreements from the sale of restaurants in prior years.
(2) Amount in 2024 is primarily comprised of a $2.2 million loss on sale of assets related to a Del Taco refranchising transaction that closed in the second quarter of 2024.

Franchise Acquisitions — In 2025, the Company acquired 18 Del Taco franchise restaurants for $7.2 million and recognized related goodwill of $6.3 million. In 2024, the Company acquired 10 Del Taco franchise restaurants as part of three separate transactions for total consideration of $86 thousand. Consideration was comprised of franchise receivables owed to the Company as of the acquisition date. There were no such acquisitions in 2023. We account for the acquisition of franchised restaurants using the acquisition method of accounting for business combinations. The purchase price allocations were based on fair value estimates determined using significant unobservable inputs (Level 3).

The following table provides detail of the combined acquisitions in the following periods (*dollars in thousands*):

	2025	2024
Restaurants acquired from Del Taco franchisees	18	10
Purchase price	7,193	86
Closing and acquisition costs	—	31
Property and equipment	(5,010)	(3,945)
Intangible assets	(165)	(167)
Operating lease right-of-use assets	(9,299)	(3,479)
Operating lease liability	13,607	4,772
Goodwill recorded on franchise acquisition	$ 6,326	$ —
Gain on the acquisition of franchise-operated restaurants (1)	$ (6)	$ (2,702)

(1) The gain on acquisition in 2025 relates to the Del Taco acquisition in 2024.

5. GOODWILL AND INTANGIBLE ASSETS

The changes in the carrying amount of goodwill during fiscal 2025 and 2024 were as follows (*in thousands*):

	Jack in the Box	Del Taco	Total
Goodwill	$ 136,027	$ 193,959	$ 329,986
Accumulated impairment losses	—	—	—
Balance at October 1, 2023	136,027	193,959	329,986
Impairment of goodwill	—	(162,624)	(162,624)
Sale of Del Taco company-operated restaurants to franchisees	—	(5,544)	(5,544)
Reclassified to assets held for sale	(200)	(409)	(609)
Goodwill	135,827	188,006	323,833
Accumulated impairment losses	—	(162,624)	(162,624)
Balance at September 29, 2024	135,827	25,382	161,209
Acquisition of Del Taco company-operated restaurants	—	6,326	6,326
Impairment of goodwill	—	(31,656)	(31,656)
Reclassified from (to) assets held for sale	199	(52)	147
Goodwill	136,026	194,280	330,306
Accumulated impairment losses	—	(194,280)	(194,280)
Balance at September 28, 2025	$ 136,026	$ —	$ 136,026

During the third quarter of the prior year, the Company identified triggering events that indicated the goodwill allocated to the Del Taco reporting unit might be impaired. The triggering events related to i) a recent negative trend in Del Taco same store sales, ii) lower margins due in part to lower sales and higher wages required in California effective April 1, 2024 under AB 1228 and iii) unfavorable changes in the economic environment specifically impacting our industry, including inflation and interest rates. As a result, the Company performed a quantitative test over the Del Taco reporting unit, noting that the fair value of the reporting unit was less than the carrying value, which resulted in an impairment of goodwill of $162.6 million.

In performing a quantitative test for impairment of goodwill for Del Taco, we use the income approach method of valuation that includes the discounted cash flow method and the market approach that includes the guideline public company method to determine the fair value of the reporting unit. Significant assumptions made by management to estimate fair value under the discounted cash flow method include future cash flow assumptions. The Company also performed a quantitative analysis over its indefinite-lived intangible trademark asset, as well as over its definite-lived intangible assets to determine whether any impairment would need to be recognized, noting none at that time.

During the second quarter of 2025, the Company identified additional triggering events that indicated the goodwill allocated to the Del Taco reporting unit might be further impaired, including i) continued negative trend in Del Taco same store sales, ii) unfavorable changes in the economic environment specifically impacting our industry, including inflation and interest rates, iii) the potential for a divestment of Del Taco, and iv) a sustained lower share price. As a result, the Company performed a quantitative test over the Del Taco reporting unit, noting that the fair value of the reporting unit was less than the carrying value, which resulted in an impairment of goodwill of $25.3 million for the second quarter of 2025. The valuation used a blended approach with a discounted cash flow analysis in conjunction with a market approach. Assumptions and estimates used in determining fair value include revenue growth rates, operating costs, new store openings, capital expenditures, a discount rate that approximates the Company's weighted average cost of capital and a selection of comparable companies. The Company determined that there was no such triggering event for the Jack in the Box reporting unit.

As a result of the franchisee acquisition during the third quarter of 2025, the Company recognized additional goodwill of $6.3 million. This additional goodwill was fully impaired based on the results of the quantitative impairment analysis performed in the second quarter of 2025. The goodwill for the Del Taco reporting unit is fully impaired as of the end of 2025.

In connection with the goodwill analysis during the second quarter of 2025, and as a result of the triggering events noted above, the Company also performed a quantitative analysis over its indefinite-lived intangible trademark asset and as a result, the Company recorded impairment of $177.9 million on the Del Taco trademark asset as noted below. The Company uses a 'relief from royalty' method to value its trademark asset, which includes inputs such as systemwide sales, brand royalty rate, brand-related expenses, tax rate, discount rate and a long-term growth rate. During the third and fourth quarters of 2025, the Company performed a qualitative analysis over its indefinite-lived intangible trademark asset, noting no further impairment was deemed necessary.

The changes in the carrying amount of the Del Taco indefinite-lived trademark during the year-to-date period ended September 28, 2025 was as follows (*in thousands*):

Balance at September 29, 2024	$ 283,500
Impairment of trademark	(177,900)
Balance at September 28, 2025	$ 105,600

The net carrying amounts of intangible assets are as follows (*in thousands*):

	September 28, 2025			September 29, 2024		
	Gross Amount	Accumulated Amortization	Net Amount	Gross Amount	Accumulated Amortization	Net Amount
Definite-lived intangible assets:						
Sublease assets	$ 2,671	$ (861)	$ 1,810	$ 2,671	$ (620)	$ 2,051
Franchise contracts	9,700	(1,928)	7,772	9,700	(1,389)	8,311
Reacquired franchise rights	629	(327)	302	464	(311)	153
	$ 13,000	$ (3,116)	$ 9,884	$ 12,835	$ (2,320)	$ 10,515

The following table summarizes, as of September 28, 2025, the estimated amortization expense for each of the next five fiscal years (*in thousands*):

2026	$ 798
2027	812
2028	761
2029	699
2030 and thereafter	6,814
Total	$ 9,884

6. FAIR VALUE MEASUREMENTS

Financial assets and liabilities — The following table presents the financial assets and liabilities measured at fair value on a recurring basis (*in thousands*):

	Total	Quoted Prices in Active Markets for Identical Assets (2) (Level 1)	Significant Other Observable Inputs (2) (Level 2)	Significant Unobservable Inputs (2) (Level 3)
Fair value measurements as of September 28, 2025:				
Non-qualified deferred compensation plan (1)	$ 18,326	$ 18,326	$ —	$ —
Total liabilities at fair value	$ 18,326	$ 18,326	$ —	$ —
Fair value measurements as of September 29, 2024:				
Non-qualified deferred compensation plan (1)	$ 18,481	$ 18,481	$ —	$ —
Total liabilities at fair value	$ 18,481	$ 18,481	$ —	$ —

(1) We maintain an unfunded defined contribution plan for key executives and other members of management. The fair value of this obligation is based on the closing market prices of the participants' elected investments. The obligation is included in "Accrued liabilities" and "Other long-term liabilities" on our consolidated balance sheets.

(2) We did not have any transfers in or out of Level 1, 2, or 3.

The following table presents the carrying value and estimated fair value of our Class A-2 Notes as of September 28, 2025 and September 29, 2024 (*in thousands*):

	September 28, 2025		September 29, 2024	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Series 2019 Class A-2 Notes	$ 692,375	$ 675,500	$ 699,625	$ 684,875
Series 2022 Class A-2 Notes	$ 1,023,000	$ 952,720	$ 1,045,000	$ 975,507

The fair value of the Class A-2 Notes was estimated using Level 2 inputs based on quoted market prices in markets that are not considered active markets. As of September 28, 2025, we had no amounts outstanding under our Variable Funding Notes.

Non-financial assets and liabilities — Our non-financial instruments, which primarily consist of property and equipment, operating lease right-of-use assets, goodwill, and intangible assets, are reported at carrying value and are not required to be measured at fair value on a recurring basis. However, on an annual basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, non-financial instruments are assessed for impairment. If applicable, the carrying values are written down to fair value.

In connection with our impairment reviews performed during 2025 and 2024, the Company impaired certain assets. For further information, see Note 4, *Summary of Refranchisings and Assets Held For Sale*, Note 5, *Goodwill and Intangible Assets, Net*, and Note 9, *Other Operating Expenses, Net* in the notes to the consolidated financial statements.

7. INDEBTEDNESS

The detail of our long-term debt at the end of each fiscal year is as follows (*in thousands*):

	September 28, 2025	September 29, 2024
Series 2019-1 4.476% Fixed Rate Class A-2-II Notes	$ 262,625	$ 265,375
Series 2019-1 4.970% Fixed Rate Class A-2-III Notes	429,750	434,250
Series 2022-1 3.445% Fixed Rate Class A-2-I Notes	511,500	522,500
Series 2022-1 4.136% Fixed Rate Class A-2-II Notes	511,500	522,500
Series 2022-1 Variable Funding Notes, variable interest rate of 6.788% at September 28, 2025	—	6,000
Finance lease obligations and other debt	491	913
Total debt	1,715,866	1,751,538
Less current maturities of long-term debt	(29,489)	(35,880)
Less unamortized debt issuance costs	(11,890)	(16,225)
Long-term debt	$ 1,674,487	$ 1,699,433

Securitization refinancing transaction — Jack in the Box Funding, LLC (the "Master Issuer"), a limited-purpose, bankruptcy-remote, wholly owned indirect subsidiary of the Company is the master issuer of outstanding senior secured notes under a securitized financing facility that was entered into in July 2019. In February 2022, the Master Issuer completed a refinancing transaction and issued $550.0 million of its Series 2022-1 3.445% Fixed Rate Senior Secured Notes, Class A-2-I (the "Class A-2-I Notes") and $550.0 million of its Series 2022-1 4.136% Fixed Rate Senior Secured Notes, Class A-2-II (the "Class A-2-II" and, together with the Class A-2-I Notes, the "2022 Notes"). Interest payments on the 2022 Notes are payable on a quarterly basis. The Anticipated Repayment Dates of the Class A-2-I Notes and the Class A-2-II Notes are February 2027 and February 2032, respectively, and the Anticipated Repayment Dates of the 2019-1 Class A-2-II Notes and the Class A-2-III Notes are August 2026 and August 2029, respectively. The legal final maturity date of the 2019 Notes and 2022 Notes is August 2049 and February 2052, respectively, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the Notes will be repaid by the Anticipated Repayment Dates. If the Master Issuer has not repaid or refinanced the Notes prior to the respective Anticipated Repayment Dates, additional interest will accrue pursuant to the Indenture.

The Company also entered into a revolving financing facility of Series 2022-1 Variable Funding Senior Secured Notes (the "Variable Funding Notes"), which permits borrowings up to a maximum of $150.0 million, subject to certain borrowing conditions, a portion of which may be used to issue letters of credit. As of September 28, 2025, we did not have any outstanding borrowings and had available borrowing capacity of $96.8 million, net of letters of credits issued of $53.2 million.

The net proceeds of the sale of the 2022 Notes were used to repay in full of $570.7 million in aggregate outstanding principal amount of the Company's Series 2019-1 Class A-2-I Notes, together with the applicable make-whole premium and unpaid interest, and was used to fund a portion of the Company's acquisition of Del Taco. As a result, the Company recorded a loss on early extinguishment of debt of $5.6 million during the second quarter of 2022, which was comprised of the write-off of certain deferred financing costs and a specified make-whole premium payment, and is presented in "Interest expense, net" in the consolidated statement of operations. Additionally, in connection with the 2022 Notes, the Company capitalized $17.4 million of debt issuance costs, which are being amortized into interest expense over the Anticipated Repayment Dates, utilizing the effective interest rate method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Dates using the straight-line method. The costs related to our Variable Funding Notes are presented within "Other assets, net" and are being amortized over the Anticipated Repayment Date of February 2027 using the straight-line method. As of September 28, 2025, the effective interest rates, including the amortization of debt issuance costs, were 4.851%, 5.258%, 3.796%, and 4.347% for the Series 2019-1 Class A-2-II Notes, Series 2019-1 Class A-2-III Notes, Series 2022-1 Class A-2-I Notes, and Series 2022-1 Class A-2-II Notes, respectively.

The 2022 Notes were issued in a privately placed securitization transaction pursuant to which certain of the Company's revenue-generating assets, consisting principally of franchise-related agreements, real estate assets, and intellectual property and license agreements for the use of intellectual property, are held by the Master Issuer and certain other limited-purpose, bankruptcy remote, wholly owned indirect subsidiaries of the Company that act as Guarantors of the Notes and that have pledged substantially all of their assets, excluding certain real estate assets and subject to certain limitations, to secure the Notes. The 2022 Notes are subject to the same covenants and restrictions as the Series 2019-1 Notes.

The quarterly principal payment on the Class A-2 Notes may be suspended when the specified leverage ratio, which is a measure of outstanding debt to earnings before interest, taxes, depreciation, and amortization, adjusted for certain items (as defined in the Indenture), is less than or equal to 5.0x. Exceeding the leverage ratio of 5.0x does not violate any covenant related to the Class A-2 Notes. Subsequent to closing the issuance of the 2022 Notes, the Company has had a leverage ratio of greater than 5.0x and, accordingly, the Company is making the scheduled principal payments on its 2022 Notes and Series 2019-1 Notes.

Guarantees and collateral — Pursuant to the Guarantee and Collateral Agreement, dated July 8, 2019 (the "Guarantee and Collateral Agreement"), among the Guarantors, in favor of the trustee, the Guarantors guarantee the obligations of the Master Issuer under the Indenture and related documents and secure the guarantee by granting a security interest in substantially all of their assets. The Notes are secured by a security interest in substantially all of the assets of the Master Issuer and the Guarantors (collectively, the "Securitization Entities"). The assets of the Securitization Entities include most of the revenue-generating assets of the Company and its subsidiaries, which principally consist of franchise-related agreements, certain company-operated restaurants, intellectual property and license agreements for the use of intellectual property. Upon certain trigger events, mortgages will be required to be prepared and recorded on the real estate assets.

Revolving credit facility — In 2022, Del Taco entered into a syndicated revolving credit facility with an aggregate principal amount of up to $75.0 million, which matured on February 28, 2025 and was not renewed.

Maturities of long-term debt — Assuming repayment by the Anticipated Repayment Dates and based on the leverage ratio as of September 28, 2025, principal payments on our long-term debt outstanding at September 28, 2025 for each of the next five fiscal years and thereafter are as follows (*in thousands*):

2026	$ 289,364
2027	516,034
2028	15,538
2029	427,292
2030	11,046
Thereafter	456,592
	$ 1,715,866

8. LEASES

Nature of leases — We own restaurant sites and we also lease restaurant sites from third parties. Some of these owned or leased sites are leased and/or subleased to franchisees. Initial terms of our real estate leases are generally 20 years, exclusive of options to renew, which are generally exercisable at our sole discretion for 1 to 20 years. In some instances, our leases have provisions for contingent rentals based upon a percentage of defined revenues. Many of our restaurants also have rent escalation clauses and require the payment of property taxes, insurance, and maintenance costs. Variable lease costs include contingent rent, cost-of-living index adjustments, and payments for additional rent such as real estate taxes, insurance, and common area maintenance, which are excluded from the measurement of the lease liability. We also lease certain restaurant and office equipment with initial terms generally ranging from 3 to 8 years. Our lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As lessor, our leases and subleases primarily consist of restaurants that have been leased to franchisees subsequent to refranchising transactions. The lease descriptions, terms, variable lease payments and renewal options are generally the same as the lessee leases described above. Revenues from leasing arrangements with our franchisees are presented in "Franchise rental revenues" in the accompanying consolidated statements of earnings, and the related expenses are presented in "Franchise occupancy expenses."

Company as lessee — Leased assets and liabilities consisted of the following as of September 28, 2025 and September 29, 2024 *(in thousands)*:

	September 28, 2025	September 29, 2024
Assets:		
Operating lease ROU assets	$ 1,371,454	$ 1,410,083
Finance lease ROU assets (1)	126	416
Total ROU assets	$ 1,371,580	$ 1,410,499
Liabilities:		
Current operating lease liabilities	$ 159,267	$ 162,017
Current finance lease liabilities (2)	208	602
Long-term operating lease liabilities	1,259,577	1,286,415
Long-term finance lease liabilities (2)	—	—
Total lease liabilities	$ 1,419,052	$ 1,449,034

(1) Included in "Property and equipment, net" on our consolidated balance sheets.
(2) Included in "Current maturities of long-term debt" and "Long-term debt, net of current maturities" on our consolidated balance sheets.

The following table presents the components of our lease costs in fiscal 2025, 2024, and 2023 (*in thousands*):

	2025	2024	2023
Lease costs:			
Finance lease cost:			
Amortization of ROU assets (1)	$ 453	$ 492	$ 691
Interest on lease liabilities (2)	22	68	55
Operating lease cost (3)	244,644	243,488	240,153
Short-term lease cost (3)	529	195	730
Variable lease cost (3)(4)	55,751	51,374	50,448
	$ 301,399	$ 295,617	$ 292,077

(1) Included in "Depreciation and amortization" in our consolidated statements of earnings.
(2) Included in "Interest expense, net" in our consolidated statements of earnings.
(3) Operating lease, short-term and variable lease costs associated with franchisees and company-operated restaurants are included in "Franchise occupancy expenses" and "Occupancy and other," respectively, in our consolidated statements of earnings. For our closed restaurants, these costs are included in "Other operating expense, net" and all other costs are included in "Selling, general and administrative expenses."
(4) Includes $44.2 million, $41.0 million, and $39.9 million in 2025, 2024, and 2023, respectively, of property taxes and common area maintenance costs which are reimbursed by sub-lessees.

The following table presents supplemental information related to leases:

	September 28, 2025	September 29, 2024
Weighted-average remaining lease term (in years):		
Finance leases	0.2	0.8
Operating leases	11.2	11.1
Weighted-average discount rate:		
Finance leases	5.7 %	7.0 %
Operating leases	6.1 %	5.9 %

The following table presents as of September 28, 2025, the annual maturities of our lease liabilities (*in thousands*):

	Finance Leases	Operating Leases
Fiscal year:		
2026	$ 214	$ 238,490
2027	—	239,965
2028	—	197,994
2029	—	160,333
2030	—	151,714
Thereafter	—	1,027,497
Total future lease payments (1)	$ 214	$ 2,015,993
Less: imputed interest	(6)	(597,149)
Present value of lease liabilities	$ 208	$ 1,418,844
Less current portion	(208)	(159,267)
Long-term lease obligations	$ —	$ 1,259,577

(1) Total future lease payments include non-cancellable commitments of $0.2 million for finance leases and $1,303.7 million for operating leases.

Assets recorded under finance leases are included in property and equipment, and consisted of the following at each fiscal year-end (*in thousands*):

	2025	2024
Buildings	$ —	$ —
Equipment	5,549	6,003
Less accumulated amortization	(5,423)	(5,587)
	$ 126	$ 416

The following table includes supplemental cash flow and non-cash information related to our lessee leases (*in thousands*):

	2025	2024
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 240,732	$ 218,916
Operating cash flows from financing leases	$ 22	$ 68
Financing cash flows from financing leases	$ 583	$ 617
Supplemental noncash information on lease liabilities arising from obtaining right-of-use assets:		
Right-of-use assets obtained in exchange for new operating lease obligations	$ 143,795	$ 191,923
Right-of-use assets obtained in exchange for new financing lease obligations	$ —	$ —

Sale and leaseback transactions — In fiscal 2025, there were no sale and leaseback transactions.

In fiscal 2024, we sold one restaurant property in a sale and leaseback transaction for net proceeds of $1.7 million, and recorded a total loss of less than $0.1 million. The lease has been accounted for as an operating lease and contains an initial term of 20 years.

In fiscal 2023, we sold one restaurant properties in sale and leaseback transactions for net proceeds of $3.7 million, and recorded total losses of $0.1 million. The leases have been accounted for as operating leases and contain initial terms of 16 years and 20 years.

Company as lessor — The following table presents rental income (*in thousands*):

	2025			2024		
	Owned Properties	Leased Properties	Total	Owned Properties	Leased Properties	Total
Operating lease income - franchise	$ 16,859	$ 245,062	$ 261,921	$ 18,301	$ 242,111	$ 260,412
Variable lease income - franchise	12,467	92,888	105,355	12,522	100,903	113,425
Amortization of sublease assets and liabilities, net	—	1,367	1,367	—	1,591	1,591
Franchise rental revenues	$ 29,326	$ 339,317	$ 368,643	$ 30,823	$ 344,605	$ 375,428
Operating lease income - closed restaurants and other (1)	$ 223	$ 8,147	$ 8,370	$ 31	$ 7,662	$ 7,693

(1) Primarily relates to closed restaurant properties included in "Other operating expense, net" in our consolidated statements of earnings.

The following table presents as of September 28, 2025, future minimum rental receipts for non-cancellable leases and subleases (*in thousands*):

	September 28, 2025
Fiscal year:	
2026	$ 260,867
2027	261,171
2028	216,010
2029	171,837
2030	165,455
Thereafter	1,128,479
Total minimum rental receipts	$ 2,203,819

Assets held for lease and included in property and equipment consisted of the following at each fiscal year-end (*in thousands*):

	September 28, 2025	September 29, 2024
Land	$ 66,796	$ 71,130
Buildings	789,797	763,697
Equipment	1,727	716
	858,320	835,543
Less accumulated depreciation	(704,564)	(669,459)
	$ 153,756	$ 166,084

9. OTHER OPERATING EXPENSE, NET

Other operating expense, net, in the accompanying consolidated statements of earnings is comprised of the following in each fiscal year (*in thousands*):

	2025	2024	2023
Restructuring, integration and strategic initiatives	$ 7,298	$ 15,631	$ 9,112
Costs of closed restaurants and other	8,467	2,975	4,786
Restaurant impairment charges	4,384	8,008	4,569
Accelerated depreciation	99	699	541
Gains on acquisition of restaurants	(6)	(2,702)	—
Losses (gains) on disposition of property and equipment, net	2,161	185	(8,171)
Other operating expenses, net	$ 22,403	$ 24,796	$ 10,837

Restructuring, integration and strategic initiatives — Costs incurred primarily relate to strategic consulting fees as well as severance, retention bonuses and technology integration from the initial acquisition and divestiture of Del Taco.

Cost of closed restaurants **—** Cost of closed restaurants primarily include ongoing costs associated with closed restaurants and cancelled project costs.

Restaurant impairment charges **—** In 2025, impairment charges included $1.9 million relating to under-performing Jack in the Box restaurants and $2.4 million relating to under-performing Del Taco restaurants. In 2024, impairment charges included $5.4 million relating to under-performing Jack in the Box restaurants and $2.6 million relating to underperforming Del Taco restaurants. In 2023, impairment charges included $4.4 million relating to under-performing Del Taco restaurants.

Accelerated depreciation **—** When a long-lived asset will be replaced or otherwise disposed of prior to the end of its estimated useful life, the useful life of the asset is adjusted based on the estimated disposal date and accelerated depreciation is recognized. In 2025, 2024 and 2023, accelerated depreciation primarily related to facility improvements, restaurant remodels, and information technology assets.

Gains on acquisition of restaurants **—** In 2024, gains primarily relate to the gains on acquisition of Del Taco restaurants. Refer also to Note 4, *Summary of Refranchisings and Franchise Acquisitions,* in the notes to the consolidated financial statements for results of these tests and for additional information.

Losses (gains) on disposition of property and equipment, net **—** In 2025, losses primarily relate to the disposal of other property and equipment for Jack in the Box and Del Taco. In 2024, losses primarily relate to the disposal of other property and equipment for Del Taco, partially offset by gains primarily relating to the sale of Jack in the Box restaurant properties to franchisees who were leasing the properties from us prior to the sale. In 2023, gains primarily relate to the sale of Jack in the Box restaurant properties to franchisees who were leasing the properties from us prior to the sale.

10. SEGMENT REPORTING

The Company's principal business consists of developing, operating and franchising our Jack in the Box and Del Taco restaurant brands, each of which is considered a reportable operating segment. Our chief operating decision maker ("CODM") in 2025 is our Chief Executive Officer, Lance Tucker. Our segment reporting structure reflects the Company's current management structure, internal reporting method and financial information used in deciding how to allocate Company resources. Based upon certain quantitative thresholds, each operating segment is considered a reportable segment.

The Company measures and evaluates our segments based on segment revenues and segment profit (loss). The CODM reviews segment profits and significant expense categories to assess performance, identify trends or changes, and determine the proper allocation of resources. The reportable segments do not include an allocation of the costs related to shared service functions, such as accounting/finance, human resources, audit services, legal, tax and treasury. These costs are reflected in the caption "general and administrative and other unallocated" below.

Our measure of segment profit excludes general and administrative and other unallocated costs, depreciation and amortization, company-owned life insurance ("COLI") gains/ losses, impairment of goodwill and intangible assets, other operating expense (income), net, and gains on the sale of company-operated restaurants.

We do not evaluate, manage or measure performance of segments using asset values, pension or post-retirement expense, interest income and expense, or income tax information as they are not viewed by the Company as relevant to segment performance. Accordingly, this information by segment is not prepared or disclosed.

The following table provides information related to our operating segments in each period (*in thousands*):

	2025		
	Jack in the Box	Del Taco	Total
Revenues by segment	$ 1,153,967	$ 311,347	$ 1,465,314
Less:			
Food and packaging	116,472	54,605	171,077
Payroll and employee benefits	140,789	81,366	222,155
Occupancy and other operating costs	77,807	51,381	129,188
Other segment expense (1)	46,073	26,536	72,609
Franchise expenses	443,126	73,838	516,964
Segment profit (loss):	329,700	23,621	353,321
General and administrative and other unallocated			91,243
Depreciation and amortization			58,314
(Gain)/ loss on COLI			(6,882)
Impairment of goodwill and intangible assets			209,556
Other operating expense (income), net			22,403
Gains on the sale of company-operated restaurants			(3,243)
Other pension and post-retirement expenses, net			5,814
Interest expense, net			78,941
(Loss) earnings before income taxes			$ (102,825)

(1) Other segment expense represents selling, general, and administrative costs, pre-opening costs, and certain amortization expenses attributable to the identified operating segments.

	2024		
	Jack in the Box	Del Taco	Total
Revenues by segment	$ 1,197,420	$ 373,886	$ 1,571,306
Less:			
Food and packaging	126,064	73,207	199,271
Payroll and employee benefits	134,678	103,369	238,047
Occupancy and other operating costs	73,736	65,569	139,305
Other segment expense	32,385	28,416	60,801
Franchise expenses	455,625	66,166	521,791
Segment profit (loss):	374,932	37,159	412,091
General and administrative and other unallocated			100,004
Depreciation and amortization			59,776
(Gain)/ loss on COLI			(14,390)
Impairment of goodwill and intangible assets			162,624
Other operating expense (income), net			24,796
Gains on the sale of company-operated restaurants			(3,255)
Other pension and post-retirement expenses, net			6,843
Interest expense, net			80,016
(Loss) earnings before income taxes			$ (4,323)

	2023		
	Jack in the Box	Del Taco	Total
Revenues by segment	$ 1,195,311	$ 496,995	$ 1,692,306
Less:			
Food and packaging	130,905	119,931	250,836
Payroll and employee benefits	127,357	147,241	274,598
Occupancy and other operating costs	69,216	94,057	163,273
Other segment expense	30,757	40,535	71,292
Franchise expenses	454,390	41,073	495,463
Segment profit (loss):	382,686	54,158	436,844
General and administrative and other unallocated			108,918
Depreciation and amortization			62,287
(Gain)/ loss on COLI			(5,953)
Other operating expense (income), net			10,837
Gains on the sale of company-operated restaurants			(17,998)
Other pension and post-retirement expenses, net			6,967
Interest expense, net			82,446
(Loss) earnings before income taxes			$ 189,340

11. INCOME TAXES

Income taxes consist of the following in each fiscal year (*in thousands*):

	2025	2024	2023
Current:			
Federal	$ 25,760	$ 32,251	$ 53,229
State	9,839	10,933	17,274
	35,599	43,184	70,503
Deferred:			
Federal	(42,744)	(2,696)	(10,642)
State	(14,961)	(8,116)	(1,347)
	(57,705)	(10,812)	(11,989)
Income tax (benefit) expense from continuing operations	$ (22,106)	$ 32,372	$ 58,514

The expense (benefit) for income taxes differs from the amount computed by applying the U.S. federal statutory rate to pre-tax income (loss). The sources and tax effects of the differences are as follows (in thousands):

	2025		2024		2023	
Pre-tax (loss) income	$ (102,825)		$ (4,323)		$ 189,340	
Income tax at federal statutory rate	(21,593)	21.0 %	(908)	21.0 %	39,821	21.0 %
State income taxes, net of federal benefit	(5,450)	5.3 %	(233)	5.4 %	10,587	5.6 %
Stock-based compensation expense	1,568	(1.5)%	51	(1.2)%	71	— %
Tax credits, net of valuation allowance	(334)	0.3 %	(340)	7.9 %	(818)	(0.4)%
Nondeductible goodwill related to impairment	6,602	(6.4)%	35,075	(811.5)%	—	— %
Nondeductible goodwill related to the sale of company-operated restaurants	120	(0.1)%	1,787	(41.3)%	9,280	4.9 %
State audit accrual	(747)	0.7 %	—	— %	—	— %
Benefit related to COLIs	(2,271)	2.2 %	(4,703)	108.8 %	(1,947)	(1.0)%
Officers' compensation limitation	(333)	0.3 %	1,306	(30.2)%	1,188	0.6 %
Other, net	332	(0.3)%	337	(7.8)%	332	0.2 %
Effective tax rate	$ (22,106)	21.5 %	32,372	(748.9)%	58,514	30.9 %

The tax effects of temporary differences that give rise to significant portions of deferred tax assets and deferred tax liabilities at each fiscal year-end are presented below (*in thousands*):

	2025	2024
Deferred tax assets:		
Operating and finance lease liabilities	$ 372,538	$ 381,522
Deferred income	22,974	15,465
Accrued defined benefit pension and postretirement benefits	19,096	22,074
Accrued insurance	7,145	7,135
Share-based compensation	5,869	6,814
Deferred interest deduction	5,606	1,664
Accrued legal settlements	5,377	4,764
Property and equipment, net of impairment	4,107	5,847
Accrued incentive compensation	1,921	2,692
Other reserves and allowances	1,778	1,241
Accrued compensation expense	1,325	1,254
Capitalized research costs	1,152	1,443
Tax loss and tax credit carryforwards	398	387
Other, net	2,509	2,537
Total gross deferred tax assets	451,795	454,839
Valuation allowance	—	—
Total net deferred tax assets	451,795	454,839
Deferred tax liabilities:		
Operating and finance lease ROU assets	(367,274)	(378,531)
Intangible assets	(41,128)	(88,378)
Other	(2,125)	(1,542)
Total gross deferred tax liabilities	(410,527)	(468,451)
Net deferred tax assets (liabilities)	$ 41,268	$ (13,612)

Deferred tax assets as of September 28, 2025 include state gross net operating loss carryforwards of approximately $10.6 million, of which $8.6 million has an indefinite carryforward. The remainder will expire at various times between 2026 and 2042. The Company believes it is more likely than not that all deferred tax assets will be realized through future taxable income or alternative tax strategies.

The major jurisdictions in which the Company files income tax returns includes the United States and states in which we operate that impose an income tax. The federal statutes of limitations have not expired for fiscal year 2022 and forward. The statutes of limitations for California, which constitutes the Company's major state tax jurisdiction, have not expired for fiscal years 2021 and forward.

12. RETIREMENT PLANS

We sponsor programs that provide retirement benefits to our employees. These programs include defined contribution plans, defined benefit pension plans, and postretirement healthcare plans.

Defined contribution plans — We maintain a qualified savings plan pursuant to Section 401(k) of the Internal Revenue Code ("IRC") called the Jack in the Box Inc. Easy$aver Plus Plan. Previously, we also maintained the Del Taco Savings Plan which was merged into the Easy$aver Plus Plan effective January 1, 2024. The plan allows all employees who meet certain age and minimum service requirements to defer a percentage of their pay on a pre-tax basis. Our contributions under these plans were $3.4 million, $3.3 million, and $2.3 million in each fiscal years 2025, 2024 and 2023, respectively.

We also maintain an unfunded, non-qualified deferred compensation plan for key executives and other members of management whose compensation deferrals or company matching contributions to the qualified savings plan are limited due to IRC rules. Effective January 1, 2016, this non-qualified plan was amended to replace the company matching contribution with an annual restoration match that is intended to "restore" up to the full match for participants whose elective deferrals (and related company matching contributions) to the qualified savings plan were limited due to IRC rules. A participant's right to the Company restoration match vests immediately. This plan allows participants to defer up to 50% of their salary and 85% of their bonus, on a pre-tax basis. Our contributions under the non-qualified deferred compensation plan were $0.1 million in fiscal year 2025, $0.2 million in fiscal year 2024, and $0.1 million in fiscal year 2023.

Defined benefit pension plans — We sponsor two defined benefit pension plans, a "Qualified Plan" covering substantially all full-time employees hired prior to January 1, 2011, and an unfunded supplemental executive retirement plan ("SERP") which provides certain employees additional pension benefits and was closed to new participants effective January 1, 2007. In fiscal 2011, the Board of Directors approved changes to our Qualified Plan whereby participants no longer accrue benefits effective December 31, 2015. Benefits under both plans are based on the employees' years of service and compensation over defined periods of employment.

In the fourth quarter of fiscal 2023, the Company amended its Qualified Plan to purchase certain annuity contracts from a third-party company, relieving the Company of its related obligation for future payment (the "Annuity Purchase Agreement"). As a result of the Annuity Purchase Agreement, the Company's Qualified Plan paid $14.4 million from its plan assets to the third-party, thereby reducing the plan's pension benefit obligation ("PBO").

Postretirement healthcare plans — We also sponsor two healthcare plans, closed to new participants, that provide postretirement medical benefits to certain employees who have met minimum age and service requirements. The plans are contributory, with retiree contributions adjusted annually, and contain other cost-sharing features such as deductibles and coinsurance.

Obligations and funded status — The following table provides a reconciliation of the changes in benefit obligations, plan assets, and funded status of our retirement plans for each fiscal year (*in thousands*):

	Qualified Plan		SERP		Postretirement Health Plans	
	2025	2024	2025	2024	2025	2024
Change in benefit obligation:						
Obligation at beginning of year	$ 297,920	$ 266,345	$ 57,097	$ 53,513	$ 12,654	$ 11,891
Interest cost	14,825	15,791	2,778	3,188	615	711
Participant contributions	—	—	—	—	103	102
Actuarial (gain) loss	(17,080)	29,769	(3,572)	5,199	320	1,186
Benefits paid	(14,275)	(13,985)	(5,169)	(4,803)	(1,445)	(1,268)
Settlements and other	—	—	—	—	116	32
Obligation at end of year	$ 281,390	$ 297,920	$ 51,134	$ 57,097	$ 12,363	$ 12,654
Change in plan assets:						
Fair value at beginning of year	$ 302,439	$ 275,143	$ —	$ —	$ —	$ —
Actual return on plan assets	2,405	41,281	—	—	—	—
Participant contributions	—	—	—	—	103	102
Employer contributions	—	—	5,169	4,803	1,226	1,134
Benefits paid	(14,275)	(13,985)	(5,169)	(4,803)	(1,445)	(1,268)
Settlements and other	—	—	—	—	116	32
Fair value at end of year	$ 290,569	$ 302,439	$ —	$ —	$ —	$ —
Funded (unfunded) status at end of year	$ 9,179	$ 4,519	$ (51,134)	$ (57,097)	$ (12,363)	$ (12,654)
Amounts recognized on the balance sheet:						
Noncurrent assets	$ 9,179	$ 4,519	$ —	$ —	$ —	$ —
Current liabilities	—	—	(4,814)	(5,124)	(1,140)	(1,111)
Noncurrent liabilities	—	—	(46,320)	(51,973)	(11,223)	(11,543)
Total asset (liability) recognized	$ 9,179	$ 4,519	$ (51,134)	$ (57,097)	$ (12,363)	$ (12,654)
Amounts in AOCI not yet reflected in net periodic benefit cost:						
Unamortized actuarial loss (gain), net	$ 94,069	$ 100,938	$ 13,980	$ 18,542	$ (7,034)	$ (8,132)
Unamortized prior service cost	—	—	—	—	—	—
Total	$ 94,069	$ 100,938	$ 13,980	$ 18,542	$ (7,034)	$ (8,132)
Other changes in plan assets and benefit obligations recognized in OCI:						
Net actuarial loss (gain)	$ (4,453)	$ 3,470	$ (3,572)	$ 5,199	$ 320	$ 1,186
Amortization of actuarial (loss) gain	(2,416)	(2,403)	(990)	(632)	778	914
Amortization of prior service cost	—	—	—	(14)	—	—
Total recognized in OCI	(6,869)	1,067	(4,562)	4,553	1,098	2,100
Net periodic benefit (credit) cost	2,209	3,212	3,768	3,834	(163)	(203)
Total recognized in comprehensive income	$ (4,660)	$ 4,279	$ (794)	$ 8,387	$ 935	$ 1,897

The net actuarial gain arising in the current year for the benefit obligations was primarily due to an increase in the discount rate on the qualified plan from the prior year.

Additional year-end pension plan information — The PBO represents the actuarial present value of benefits attributable to employee service rendered to date, including the effects of estimated future pay increases. The accumulated benefit obligation ("ABO") also reflects the actuarial present value of benefits attributable to employee service rendered to date but does not include the effects of estimated future pay increases. Therefore, the ABO as compared to plan assets is an indication of the assets currently available to fund vested and nonvested benefits accrued through the end of the fiscal year. The funded status is measured as the difference between the fair value of a plan's assets and its PBO. Since the Qualified Plan is frozen and the SERP has no active participants, the PBO and ABO are equal.

As of September 28, 2025 and September 29, 2024, respectively, the Qualified Plan's ABO was less than the fair value of its plan assets. The SERP is an unfunded plan and, as such, had no plan assets as of September 28, 2025 and September 29, 2024. The following sets forth the PBO, ABO, and fair value of plan assets of our pension plans as of the measurement date in each fiscal year (*in thousands*):

	2025	2024
Qualified Plan:		
Projected benefit obligation	$ 281,390	$ 297,920
Accumulated benefit obligation	$ 281,390	$ 297,920
Fair value of plan assets	$ 290,569	$ 302,439
SERP:		
Projected benefit obligation	$ 51,134	$ 57,097
Accumulated benefit obligation	$ 51,134	$ 57,097
Fair value of plan assets	$ —	$ —

Net periodic benefit cost — The components of the fiscal year net periodic benefit cost were as follows (*in thousands*):

	2025	2024	2023
Qualified Plan:			
Interest cost	$ 14,825	$ 15,791	$ 16,068
Expected return on plan assets	(15,032)	(14,982)	(15,105)
Actuarial loss	2,416	2,403	2,349
Net periodic benefit cost	$ 2,209	$ 3,212	$ 3,312
SERP:			
Interest cost	$ 2,778	$ 3,188	$ 3,149
Actuarial loss	990	632	718
Amortization of unrecognized prior service cost	—	14	19
Net periodic benefit cost	$ 3,768	$ 3,834	$ 3,886
Postretirement health plans:			
Interest cost	$ 615	$ 711	$ 700
Actuarial (gain) loss	(778)	(914)	(932)
Net periodic benefit (credit) cost	$ (163)	$ (203)	$ (232)

Prior service costs are amortized on a straight-line basis from date of participation to full eligibility. Unrecognized gains or losses are amortized using the "corridor approach" under which the net gain or loss in excess of 10% of the greater of the PBO or the market-related value of the assets, if applicable, is amortized. For our Qualified Plan, actuarial losses are amortized over the average future expected lifetime of all participants expected to receive benefits. For our SERP, actuarial losses are amortized over the expected remaining future lifetime for inactive participants, and for our postretirement health plans, actuarial losses are amortized over the expected remaining future lifetime of inactive participants expected to receive benefits.

Assumptions — We determine our actuarial assumptions on an annual basis. In determining the present values of our benefit obligations and net periodic benefit costs as of and for the fiscal years ended September 28, 2025, September 29, 2024, and October 1, 2023, we used the following weighted-average assumptions:

	2025	2024	2023
Assumptions used to determine benefit obligations (1) (2):			
Qualified Plan:			
Discount rate	5.63%	5.11%	6.10%
SERP:			
Discount rate	5.45%	5.09%	6.26%
Postretirement health plans:			
Discount rate	5.39%	5.09%	6.27%
Assumptions used to determine net periodic benefit cost (2) (3):			
Qualified Plan:			
Discount rate	5.11%	6.10%	5.63%
Long-term rate of return on assets	5.10%	5.60%	5.10%
SERP:			
Discount rate	5.09%	6.26%	5.80%
Postretirement health plans:			
Discount rate	5.09%	6.27%	5.82%

(1) Determined as of end of year.
(2) There is no assumed rate of increase, as there are no active employees in any of the fiscal years presented.
(3) Determined as of beginning of year.

The assumed discount rates were determined by considering the average of pension yield curves constructed of a population of high-quality bonds with a Moody's or Standard and Poor's rating of "AA" or better whose cash flow from coupons and maturities match the year-by-year projected benefit payments from the plans. As benefit payments typically extend beyond the date of the longest maturing bond, cash flows beyond 30 years were discounted back to the 30th year and then matched like any other payment.

The assumed expected long-term rate of return on assets is the weighted-average rate of earnings expected on the funds invested or to be invested to provide for the pension obligations. The long-term rate of return on assets was determined taking into consideration our projected asset allocation and economic forecasts prepared with the assistance of our actuarial consultants.

The assumed discount rate and expected long-term rate of return on assets have a significant effect on amounts reported for our pension and postretirement plans. If the discount rate and expected rate of return on assets used were to decrease by 0.25%, fiscal 2025 earnings before income taxes would have decreased by less than $0.1 million and decreased by $0.7 million, respectively.

For measurement purposes, the weighted-average assumed health care cost trend rates for our postretirement health plans were as follows for each fiscal year:

	2025	2024	2023
Healthcare cost trend rate for next year:			
Participants under age 65	6.50%	6.25%	6.25%
Participants age 65 or older	6.50%	6.25%	6.25%
Rate to which the cost trend rate is assumed to decline:			
Participants under age 65	4.50%	4.50%	4.50%
Participants age 65 or older	4.50%	4.50%	4.50%
Year the rate reaches the ultimate trend rate:			
Participants under age 65	2032	2031	2031
Participants age 65 or older	2032	2031	2031

The assumed healthcare cost trend rate represents our estimate of the annual rates of change in the costs of the healthcare benefits currently provided by our postretirement plans. The healthcare cost trend rate implicitly considers estimates of healthcare inflation, changes in healthcare utilization and delivery patterns, technological advances and changes in the health status of the plan participants. The healthcare cost trend rate assumption has a significant effect on the amounts reported.

Plan assets — Our investment philosophy is to invest assets in a prudent manner to meet the obligation of providing benefits to Plan participants and their beneficiaries in accordance with the time horizon appropriate for the Plan while employing asset diversification to minimize the risk of large losses. Our asset allocation strategy utilizes multiple investment managers in order to maximize the plan's return while minimizing risk. We regularly monitor our asset allocation, and senior financial management and the Board of Directors review performance results quarterly. We continually review our target asset allocation for our Qualified Plan and when changes are made, we reallocate our plan assets over a period of time, as deemed appropriate by senior financial management, to achieve our target asset allocation. Our plan asset allocation at the end of each fiscal 2025 and 2024 and respective target allocations were as follows:

	2025	Target	Minimum	Maximum
Cash & cash equivalents	2%	—%	—%	—%
Global equity	12%	12%	7%	17%
Alternative credit	11%	9%	4%	14%
Real assets	9%	9%	4%	14%
Liability-hedging assets	66%	70%	60%	80%
	100%	100%		

	2024	Target	Minimum	Maximum
Cash & cash equivalents	1%	—%	—%	—%
Global equity	13%	12%	7%	17%
Alternative credit	11%	9%	4%	14%
Real assets	9%	9%	4%	14%
Liability-hedging assets	66%	70%	60%	80%
	100%	100%		

The Company measures its defined benefit plan assets and obligations as of the month-end date closest to its fiscal year end, which is a practical expedient under FASB authoritative guidance. The fair values of the Qualified Plan's assets by asset category are as follows (*in thousands*):

		Total	Other (i.e., NAV Assets) (3)	Quoted Prices in Active Markets for Identical (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Fair Value at September 30, 2025:						
Cash and cash equivalents	(1)	$ 5,793	$ —	$ —	$ 5,793	$ —
Equity:						
Global equity	(2)	35,961	35,961	—	—	—
Fixed income:						
Liability-hedging assets	(4)	190,685	87,111	—	103,574	—
Alternative credit	(5)	31,629	31,629	—	—	—
Real assets	(6)	26,501	26,501	—	—	—
		$ 290,569	$ 181,202	$ —	$ 109,367	$ —
Fair Value at September 30, 2024:						
Cash and cash equivalents	(1)	$ 2,933	$ —	$ —	$ 2,933	$ —
Equity:						
Global equity	(2)	40,193	40,193	—	—	—
Fixed income:						
Liability-hedging assets	(4)	200,675	86,089	—	114,586	—
Alternative credit	(5)	32,100	32,100	—	—	—
Real assets	(6)	26,538	26,538	—	—	—
		$ 302,439	$ 184,920	$ —	$ 117,519	$ —

(1) Cash and cash equivalents are comprised of commercial paper, short-term bills and notes, and short-term investment funds, which are valued at quoted prices in active markets for similar securities.

(2) Global equity is comprised of investments in publicly traded common stocks and other equity-type securities issued by companies throughout the world, including convertible securities, preferred stock, rights and warrants.

(3) Certain investments that are measured at fair value using the net asset value ("NAV") per share (or its equivalent) practical expedient are not categorized in the fair value hierarchy. The fair value amounts presented in this table are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statement of financial position.

(4) Liability-hedging assets are comprised of investments in fixed income securities or derivatives thereof that are intended to mitigate interest rate risk or reduce the interest rate duration mismatch between the assets and liabilities of the Plan.

(5) Alternative credit includes investments in a range of public and private credit securities, including below investment grade rated bonds and loans, securitized credit, and emerging market debt.

(6) Real assets are investments in public and private debt and equity investments, including but not limited to real estate, infrastructure, timberland and agriculture/farmland.

Future cash flows — Our policy is to fund our plans at or above the minimum required by law. As of the date of our last actuarial funding valuation, the minimum required contribution is $1.6 million and must be satisfied by September 15, 2026. At this time, we do not anticipate making any contributions to our Qualified Plan in fiscal 2026 as this requirement may also be satisfied by application of the available funding balances. Contributions expected to be paid in the next fiscal year, the projected benefit payments for each of the next five fiscal years, and the total aggregate amount for the subsequent five fiscal years are as follows (*in thousands*):

	Defined Benefit Plans	Postretirement Health Plans
Estimated net contributions during fiscal 2026	$ 4,814	$ 1,170
Estimated future year benefit payments during fiscal years:		
2026	$ 20,915	$ 1,170
2027	$ 21,246	$ 1,182
2028	$ 21,635	$ 1,186
2029	$ 22,056	$ 1,180
2030	$ 22,455	$ 1,165
2031-2035	$ 117,352	$ 5,296

We will continue to evaluate contributions to our Qualified Plan based on changes in pension assets as a result of asset performance in the current market and economic environment. Expected benefit payments are based on the same assumptions used to measure our benefit obligations at September 28, 2025.

13. SHARE-BASED EMPLOYEE COMPENSATION

Stock incentive plans — We offer share-based compensation plans to attract, retain, and motivate key officers, employees, and non-employee directors to work toward the financial success of the Company.

Our stock incentive plans are administered by the Compensation Committee of the Board of Directors and have been approved by the stockholders of the Company. The terms and conditions of our share-based awards are determined by the Compensation Committee for each award date and may include provisions for the exercise price, expirations, vesting, restriction on sales, and forfeitures, as applicable. We issue new shares to satisfy stock issuances under our stock incentive plans.

Our Amended and Restated 2004 Stock Incentive Plan ("Prior Plan") authorized the issuance of up to 11,600,000 common shares in connection with the granting of stock options, stock appreciation rights, restricted stock purchase rights, restricted stock bonuses, restricted stock units, or performance units to our employees and directors. As of January 1, 2023, no additional awards were granted under the Prior Plan. Our Jack in the Box Inc. 2023 Omnibus Incentive Plan ("Plan") authorizes the issuance of up to 2,500,000 common shares plus Prior Plan returning shares in connection with outstanding awards as of January 6, 2023 that on or following such date are not issued, settled in cash, or fail to vest. The Plan is intended to help the Company secure and retain the services of eligible award recipients, provide incentives for such persons to exert maximum efforts for the success of the Company, and provide a means by which such persons may benefit from increases in value of the common stock. The Plan provides for the granting of stock options, stock appreciation rights, restricted stock awards, restricted stock unit awards, or performance stock awards, to our employees and directors. There were 972,739 shares of common stock available for future issuance under this plan as of September 28, 2025.

We also maintain a deferred compensation plan for non-management directors under which those who are eligible to receive retainers may choose to defer receipt of their compensation. The deferred amounts are converted to stock equivalents. The plan requires settlement in shares of our common stock based on the number of stock equivalents and dividend equivalents at the time of a participant's separation from the Board of Directors. This plan provides for the issuance of up to 350,000 shares of common stock in connection with the crediting of stock equivalents. There were 105,811 shares of common stock available for future issuance under this plan as of September 28, 2025.

Compensation expense — The components of share-based compensation expense, included within "Selling, general, and administrative expenses" in our consolidated statements of earnings, in each fiscal year are as follows (*in thousands*):

	2025	2024	2023
Nonvested restricted stock units	$ 9,796	$ 10,128	$ 7,598
Stock options	—	—	4
Performance share awards	(1,558)	3,308	3,195
Nonvested restricted stock awards	—	—	166
Non-management directors' deferred compensation	—	35	242
Total share-based compensation expense	$ 8,238	$ 13,471	$ 11,205

Nonvested restricted stock units — Nonvested restricted stock units ("RSUs") are generally issued to employees and non-employee directors. Grants to executive officers of time-vesting RSUs vest ratably over four years or three years, are subject to a stock holding requirement of 50% of after-tax net shares resulting from the vesting of RSUs, and must be held until the multiple of base salary stock ownership is met. There were 4,046 of these RSU's vesting over four years, and 219,954 RSU's vesting over three years, outstanding as of September 28, 2025. RSUs issued to non-management directors vest 12 months from the date of grant, or upon termination of board service, including RSUs for which the director elected to defer receipt until termination of board service, and totaled 84,801 units outstanding as of September 28, 2025. RSUs issued to certain other employees either cliff vest or vest ratably over three years and totaled 234,751 units outstanding as of September 28, 2025. These awards are amortized to compensation expense over the estimated vesting period based upon the fair value of our common stock on the award date discounted by the present value of the expected dividend stream over the vesting period.

The following is a summary of RSU activity for fiscal 2025:

	Shares	Weighted-Average Grant Date Fair Value
RSUs outstanding at September 29, 2024	381,738	$ 69.59
Granted	461,091	$ 38.04
Released	(146,379)	$ 71.38
Forfeited	(152,898)	$ 54.46
RSUs outstanding at September 28, 2025	543,552	$ 46.60

As of September 28, 2025, there was approximately $12.3 million of total unrecognized compensation cost related to RSUs, which is expected to be recognized over a weighted-average period of 1.9 years. The weighted-average grant date fair value of awards granted was $38.04, $67.74, and $68.56 in fiscal years 2025, 2024, and 2023, respectively. In fiscal years 2025, 2024, and 2023, the total fair value of RSUs that vested and were released was $10.4 million, $8.0 million, and $4.6 million, respectively.

Stock options — Option grants have contractual terms of seven years and employee options vest over a three-year period. Options may vest sooner upon retirement from the Company for employees meeting certain age and years of service thresholds. All option grants provide for an option exercise price equal to the closing market value of the common stock on the date of grant.

The following is a summary of stock option activity for fiscal 2025:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value (in thousands)
Options outstanding at September 29, 2024	14,011	$ 84.23		
Expired	(8,499)	$ 90.06		
Options outstanding at September 28, 2025	5,512	$ 75.23	1.22	$ —
Options exercisable at September 28, 2025	5,512	$ 75.23	1.22	$ —

The aggregate intrinsic value in the table above is the amount by which the current market price of our stock on September 28, 2025 exceeds the weighted-average exercise price.

We use a valuation model to determine the fair value of options granted that requires the input of highly subjective assumptions, including the expected volatility of the stock price. No stock option awards were granted in fiscal 2025, 2024, or 2023.

As of September 28, 2025, there was no unrecognized compensation cost related to stock options grants. There were no stock options exercised in fiscal year 2025 or 2024. The total intrinsic value of stock options exercised was less than $0.1 million in fiscal 2023.

Performance share awards — Performance share awards, granted in the form of stock units, represent a right to receive a certain number of shares of common stock based on the achievement of corporate performance goals and continued employment during the vesting period. Performance share awards issued to executives vest at the end of a three-year period and vested amounts may range from 0% to a maximum of 150% of targeted amounts depending on the achievement of performance measures at the end of a three-year period. If the awardee ceases to be employed by the Company prior to the last day of the performance period due to retirement or death under the Plan, and including disability under the Prior Plan, the performance share awards become vested pro-rata based on the number of full accounting periods the awardee was continuously employed by the Company during the performance period. The expected cost of the shares is based on the fair value of our stock on the date of grant and is reflected over the vesting period with a reduction for estimated forfeitures. These awards may be settled in cash or shares of common stock at the election of the Company on the date of grant. It is our intent to settle these awards with shares of common stock.

In May 2025, certain executives were granted market-based performance share awards of which the vesting is contingent upon meeting Company stock price hurdles satisfied after 20 consecutive trading days at the target price or higher, as well as continuous service during the performance period. The number of shares that will vest varies depending on the hurdles achieved. These awards vest at the completion of the third year from the grant date. The number of shares that can vest ranges from 0% to 200% of the target number of performance shares granted. Expense is recorded on a straight-line basis over the vesting period based on the fair value of the shares as determined by a Monte Carlo simulation on the grant date. The Monte Carlo simulation used a volatility assumption of 42.13%, a risk-free interest rate of 3.62%, a dividend yield of 0%, and a term of three years which resulted in a fair value per share of $32.16.

The following is a summary of performance share award activity for fiscal 2025:

	Shares	Weighted-Average Grant Date Fair Value
Performance share awards outstanding at September 29, 2024	145,167	$ 70.53
Granted	214,184	$ 37.11
Issued	(39,789)	$ 78.46
Forfeited	(159,120)	$ 54.58
Performance adjustments	7,897	$ 78.95
Performance share awards outstanding at September 28, 2025	168,339	$ 39.25

As of September 28, 2025, there was approximately $2.5 million of total unrecognized compensation cost related to performance share awards, which is expected to be recognized over a weighted-average period of 2.8 years. The weighted-average grant date fair value of awards granted was $37.11, $70.19, and $65.74 in fiscal years 2025, 2024, and 2023, respectively. The total fair value of awards that became fully vested during fiscal years 2025, 2024, and 2023 was $0.9 million, $2.7 million, and $1.8 million, respectively.

Nonvested restricted stock awards — As part of the Merger Agreement, on the Closing Date, the Company assumed Del Taco's historical equity compensation plans. The awards under Del Taco's historical equity compensation plans that were not subject to accelerated vesting were exchanged for replacement awards of the Company, which included Del Taco's non-accelerating restricted stock awards. Immediately following the Merger, these replacement awards were modified to accelerate the remaining vesting period to be one year following the Closing Date, other than the awards already scheduled to vest on June 30, 2022.

As of September 28, 2025, there was no unrecognized compensation cost related to nonvested stock awards. The total fair value of awards that vested and were released during fiscal 2023 was $0.4 million.

Non-management directors' deferred compensation — All awards outstanding under our directors' deferred compensation plan are accounted for as equity-based awards and deferred amounts are converted into stock equivalents based on a per share price equal to the average of the closing price of our common stock for the 10 trading days immediately preceding the date the deferred compensation is credited to the director's account. During fiscal 2025, 2024, and 2023, 765 shares of common stock were issued in connection with a director retirement.

The following is a summary of the stock equivalent activity for fiscal 2025:

	Stock Equivalents	Weighted-Average Grant Date Fair Value
Stock equivalents outstanding at September 29, 2024	91,885	$ 61.53
Dividend equivalents	3,714	$ 32.66
Stock distribution	(765)	$ 69.34
Stock equivalents outstanding at September 28, 2025	94,834	$ 50.83

14. STOCKHOLDERS' DEFICIT

Repurchases of common stock — In fiscal 2025, the Company purchased 0.1 million shares of its common stock for an aggregate cost of $5.0 million, including applicable excise tax. As of September 28, 2025, there was $175.0 million remaining amount under share repurchase programs authorized by the Board of Directors which do not expire.

Dividends — In fiscal 2025, the Board of Directors declared two cash dividends of $0.44, respectively, totaling $16.7 million. Future dividends are subject to approval by our Board of Directors. As previously announced, the Company has discontinued its dividend.

Stockholder Rights Plan — On July 1, 2025, the Board of Directors adopted a limited-duration stockholder rights plan and declared a dividend of one right (a "Right") for each outstanding share of the Company's common stock held of record at the close of business on July 14, 2025. The Rights will generally become exercisable if a person or group acquires beneficial ownership of 12.5% or more of the outstanding shares of the Company's common stock, subject to certain exceptions (including an exception for existing persons who own in excess of such triggering percentage and do not acquire additional shares of the Company's common stock). If the Rights become exercisable, all holders of Rights (other than the triggering person or group) will be entitled to purchase shares of the Company's common stock at a 50% discount to the then-current market price or the Company may exchange each Right held by such holders for one share of the Company's common stock. The terms of the Rights are set forth in the Stockholder Protection Rights Agreement, dated as of July 1, 2025, by and between the Company and Computershare Trust Company, N.A., as rights agent (the "Rights Agreement"). The Rights will expire on July 1, 2026, unless the Rights are earlier redeemed, or the Rights Agreement is terminated, by the Board of Directors.

15. AVERAGE SHARES OUTSTANDING

Our basic earnings per share calculation is computed based on the weighted-average number of common shares outstanding. Our diluted earnings per share calculation is computed based on the weighted-average number of common shares outstanding adjusted by the number of additional shares that would have been outstanding had the potentially dilutive common shares been issued. Potentially dilutive common shares include nonvested stock awards and units, stock options, and non-management director stock equivalents. Performance share awards are included in the average diluted shares outstanding each period if the performance criteria have been met at the end of the respective periods.

The following table reconciles basic weighted-average shares outstanding to diluted weighted-average shares outstanding in each fiscal year (*in thousands*):

	2025	2024	2023
Weighted-average shares outstanding — basic	19,054	19,572	20,603
Effect of potentially dilutive securities:			
Nonvested stock awards and units	—	—	134
Stock options	—	—	1
Performance share awards	—	—	26
Weighted-average shares outstanding — diluted	19,054	19,572	20,764
Excluded from diluted weighted-average shares outstanding:			
Antidilutive	470	153	25
Performance conditions not satisfied at the end of the period	165	145	81

16. COMMITMENTS AND CONTINGENCIES

Purchase commitments — Jack in the Box and Del Taco have long-term food and beverage supply agreements with certain major vendors, which provide food and fountain drink products and marketing support funding to the Company and its franchisees. These agreements require minimum purchases by the Company and its franchisees at agreed upon prices until the total volume commitments have been reached. Based on current pricing and ratio of usage at company-operated to franchised restaurants as of September 28, 2025, total food and beverage purchase requirements under these agreements is estimated to be approximately $136.8 million over the next twelve years.

We also have entered into various arrangements with vendors providing information technology services with no early termination fees. The Company's unconditional purchase obligations on these contracts total approximately $7.8 million over the next six years.

Legal matters — The Company assesses contingencies, including litigation contingencies, to determine the degree of probability and range of possible loss for potential accrual in our financial statements. An estimated loss contingency is accrued in the financial statements if it is probable that a liability has been incurred and the amount of the loss can be reasonably estimated. As of September 28, 2025, the Company had accruals of $19.6 million for all of its legal matters in aggregate, presented within "Accrued liabilities" on our consolidated balance sheet. Because litigation is inherently unpredictable, assessing contingencies is highly subjective and requires judgments about future events. When evaluating litigation contingencies, we may be unable to provide a meaningful estimate due to a number of factors, including the procedural status of the matter in question, the availability of appellate remedies, insurance coverage related to the claim or claims in question, the presence of complex or novel legal theories, and the ongoing discovery and development of information important to the matter. In addition, damage amounts claimed in litigation against us may be unsupported, exaggerated, or unrelated to possible outcomes, and as such are not meaningful indicators of our potential liability or financial exposure. The Company regularly reviews contingencies to determine the adequacy of the accruals and related disclosures. The ultimate amount of loss may differ from these estimates. Any estimate is not an indication of expected loss, if any, or of the Company's maximum possible loss exposure and the ultimate amount of loss may differ materially from these estimates in the near term.

Gessele v. Jack in the Box Inc. — In August 2010, five former Jack in the Box employees instituted litigation in federal court in Oregon alleging claims under the federal Fair Labor Standards Act and Oregon wage and hour laws. The plaintiffs alleged that Jack in the Box failed to pay non-exempt employees for certain meal breaks and improperly made payroll deductions for shoe purchases and for workers' compensation expenses, and later added additional claims relating to timing of final pay and related wage and hour claims involving employees of a franchisee. In 2016, the court dismissed the federal claims and those relating to franchise employees. In June 2017, the court granted class certification with respect to state law claims of improper deductions and late payment of final wages. The parties participated in a voluntary mediation on March 16, 2020, but the matter did not settle. On October 24, 2022, a jury awarded plaintiffs approximately $6.4 million in damages and penalties. The Company continues to dispute liability and the damage award and both parties have filed appeals of the verdict. As of September 28, 2025, the Company has accrued the verdict amount above, as well as estimated prejudgment and post-judgment interest and fee award, for an additional $10.1 million. These amounts are included within "Accrued liabilities" on our consolidated balance sheet as of September 28, 2025. The Company will continue to accrue for post-judgment interest until the matter is resolved.

J&D Restaurant Group — On April 17, 2019, the trustee for a bankrupt former franchisee filed a complaint generally alleging the Company wrongfully terminated the franchise agreements and unreasonably denied two prospective purchasers the former franchisee presented. The parties participated in a mediation in April 2021, and again in December 2022, but the matter did not settle. The trial commenced on January 9, 2023 and on February 8, 2023, the jury returned a verdict finding the Company had not breached any contracts in terminating the franchise agreements or denying the proposed buyers. However, while the jury also found the Company had not violated the California Unfair Practices Act, it found for the plaintiff on the claim for breach of implied covenant of good faith and fair dealing, and awarded $8.0 million in damages. On May 9, 2023, the court granted the Company's post-trial motion, overturning the jury verdict and ordering the plaintiff take nothing on its claims. As a result, the Company reversed the prior $8.0 million. The Plaintiff has appealed the trial court's post-trial rulings. As part of the appeal, the parties participated in a mediation on March 18, 2025, but the matter did not settle. On October 9, 2025, the appellate court issued an opinion affirming the trial court's take nothing judgment in favor of the Company. As of September 28, 2025, the Company has accrued an amount commensurate with attempts to resolve the claims on its consolidated balance sheet.

Other legal matters — In addition to the matters described above, we are subject to normal and routine litigation brought by former or current employees, customers, franchisees, vendors, landlords, shareholders, or others. We intend to defend ourselves in any such matters. Some of these matters may be covered, at least in part, by insurance or other third-party indemnity obligation. We record receivables from third party insurers when recovery has been determined to be probable.

Lease guarantees — We remain contingently liable for certain leases relating to our former Qdoba business which we sold in fiscal 2018. Under the Qdoba Purchase Agreement, the buyer has indemnified the Company of all claims related to these guarantees. As of September 28, 2025, the maximum potential liability of future undiscounted payments under these leases is approximately $21.2 million. The lease terms extend for a maximum of approximately 12 more years, and we would remain a guarantor of the leases in the event the leases are extended for any established renewal periods. In the event of default, we believe the exposure is limited due to contractual protections and recourse available in the lease agreements, as well as the Qdoba Purchase Agreement, including a requirement of the landlord to mitigate damages by re-letting the properties in default, and indemnity from the Buyer. The Company has not recorded a liability for these guarantees as we believe the likelihood of making any future payments is remote.

Huntington Finance Guarantees - The Company has an agreement for a financing structure with a technology partner to allow them to limit their exposure to risk, while they service the franchise-owned locations. As of September 28, 2025, and in accordance with that arrangement, the Company has funded amounts included in restricted cash of $2.0 million and has an additional unfunded obligation of approximately of $0.8 million.

17. SUPPLEMENTAL CONSOLIDATED CASH FLOW INFORMATION (in thousands)

	2025	2024	2023
Cash paid during the year for:			
Income tax payments	$ 36,386	$ 102,512	$ 17,811
Interest payments	$ 75,421	$ 76,541	$ 78,958
Non-cash investing and financing transactions:			
Increase in notes and accounts receivable from the sale of restaurant properties	$ —	$ 1,400	$ —
Increase in dividends accrued or converted to common stock equivalents	$ 121	$ 271	$ 285
(Decrease) increase in obligations for purchases of property and equipment	$ 1,232	$ (2,482)	$ 3,731

18. SUPPLEMENTAL CONSOLIDATED FINANCIAL STATEMENT INFORMATION (in thousands)

	September 28, 2025	September 29, 2024
Accounts and other receivables, net:		
Trade	$ 84,602	$ 71,306
Notes receivable, current portion	3,786	2,036
Income tax receivable	215	819
Other	8,278	13,918
Allowance for doubtful accounts	(6,570)	(4,512)
	$ 90,311	$ 83,567
Other assets, net:		
Company-owned life insurance policies	$ 135,504	$ 129,685
Franchise tenant improvement allowances	40,473	41,502
Deferred rent receivable	39,222	41,284
Notes receivable, less current portion	8,151	11,249
Other	41,859	35,286
	$ 265,209	$ 259,006
Accrued liabilities:		
Income tax liabilities	$ —	$ 778
Payroll and related taxes	34,802	38,112
Legal accruals	19,607	16,220
Insurance	28,074	27,982
Sales and property taxes	26,683	26,107
Deferred rent income	393	—
Advertising	4,833	4,698
Deferred franchise fees and development fees	6,367	6,674
Other	50,007	46,297
	$ 170,766	$ 166,868
Other long-term liabilities:		
Defined benefit pension plans	$ 46,320	$ 51,973
Deferred franchise and development fees	42,140	45,316
Other	78,545	56,419
	$ 167,005	$ 153,708

19. SUBSEQUENT EVENTS

On October 15, 2025, the Company entered into a Stock Purchase Agreement (the "Purchase Agreement") with Yadav Enterprises, Inc., a California corporation ("Buyer") and Anil Yadav ("Buyer Guarantor") to sell to Buyer all of the issued and outstanding equity interests of Del Taco Holdings Inc., a Delaware corporation ("Del Taco"), which owns and operates the Company's Del Taco restaurant operations, for an aggregate purchase price of $115.0 million in cash, subject to certain closing cash, working capital, debt and transaction expense adjustments. The Company anticipates closing the transaction in the first quarter of 2026, and will finalize the accounting upon its closing and anticipates recording a material loss on sale.

EXHIBIT B

LIST OF STATE ADMINISTRATORS

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 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl New York, NY 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 Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62701 (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, 5th Floor Lansing, Michigan 48913 (517) 335-7567	**WASHINGTON** Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (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

EXHIBIT C

AGENTS FOR SERVICE OF PROCESS

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 Email: ASK.DFPI@dfpi.ca.gov Website: http://www.dfpi.ca.gov	**NEW YORK** New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, NY 12231 (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 Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910
ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62701 (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, 5th 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 D

LIST OF FRANCHISED LOCATIONS, FORMER FRANCHISEES, AND AGREEMENTS SIGNED BUT UNIT NOT YET OPENED

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Apache Junction	1538	2600 W Apache Trl	85120	480-671-1061	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Avondale	1139	13088 W Rancho Santa Fe Blvd	85392	623-935-4141	AZ	Stine Enterprises #107, LLC	Adam Stine
Avondale	1564	250 N Avondale Blvd	85323	623-932-2058	AZ	Stine Enterprises, Inc.	Steve Stine
Avondale	1588	10307 W McDowell Rd	85323	623-374-3477	AZ	Stine Enterprises, Inc.	Steve Stine
Benson	1658	601 E. 4th St	85602	520-402-2042	AZ	I Chief, LLC	Shawn Shah
Buckeye	1547	1460 S Watson Rd	85326	623-691-6042	AZ	Stine Enterprises #107, LLC	Adam Stine
Bullhead City	1122	2350 Miracle Mile Ste 100	86442	928-758-5828	AZ	River Fast Foods, Inc.	Adel Farag
Casa Grande	149	1194 E Florence Blvd	85122	520-836-0304	AZ	Superior Fast Foods, Inc.	Adel Farag
Casa Grande	1595	1586 N Pinal Ave	85122	520-340-4934	AZ	Farag Enterprises, LLC	Adel Farag
Chandler	1144	1790 W Chandler Blvd	85224	480-726-3758	AZ	Stine Enterprises #107, LLC	Adam Stine
Chandler	1142	900 N Cooper Rd	85225	480-821-2126	AZ	AAD&J, Inc.	Adel Farag
Chandler	138	141 N Arizona Ave	85225	480-963-7187	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Chandler	1140	4900 W Ray Rd	85226	480-775-4660	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Chandler	1195	2090 N Arizona Ave	85225	480-821-5671	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Chandler	1526	955 E Riggs Rd	85249	480-802-7807	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Chandler	1548	4250 S Arizona Ave	85248	480-895-1903	AZ	Stine Enterprises, Inc.	Steve Stine
Cottonwood	1121	1180 S Highway 260	86326	928-639-1261	AZ	Cottonwood Fast Foods, Inc.	Adam Schmitz
Flagstaff	141	505 S Milton Rd	86001	928-774-1723	AZ	Northern Arizona Fast Foods, Inc.	Adam Schmitz
Flagstaff	1198	3620 E Route 66	86004	928-526-8775	AZ	Northern Arizona Fast Foods, Inc.	Adam Schmitz
Fort Mohave	1635	5214 S Highway 95	86426	928-788-1939	AZ	FARAG ENTERPRISES II, LLC	Adel Farag
Gilbert	1502	1585 E Warner Rd	85296	480-503-2533	AZ	Superior Fast Foods, Inc.	Adel Farag
Gilbert	1549	4910 S Val Vista Dr	85296	480-782-1845	AZ	Stine Enterprises, Inc.	Steve Stine
Gilbert	1592	3270 S Higley Rd	85297	480-621-6962	AZ	Stine Enterprises, Inc.	Steve Stine
Glendale	117	5145 N 59th Ave	85301	623-931-6649	AZ	Stine Enterprises #107, LLC	Adam Stine
Glendale	1170	9021 N 59th Ave	85302	623-937-0491	AZ	Stine Enterprises #107, LLC	Adam Stine
Glendale	1184	4305 W Bethany Home Rd	85301	623-931-0026	AZ	Stine Enterprises #107, LLC	Adam Stine
Glendale	1596	9152 W Glendale Ave	85305	623-230-2115	AZ	Stine Enterprises #107, LLC	Adam Stine
Glendale	1176	5104 W Thunderbird Ave	85306	602-938-2074	AZ	Calzona Foods, Inc.	Joe Espinosa
Glendale	1500	20209 N 59th Ave	85308	623-362-3564	AZ	Calzona Foods, Inc.	Joe Espinosa
Glendale	125	5447 W Glendale Ave	85301	623-931-9516	AZ	Stine Enterprises, Inc.	Steve Stine
Globe	1160	1390 E Ash St	85501	928-425-5522	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Gold Canyon	1503	6478 E Us Highway 60	85118	480-288-5430	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Goodyear	1536	520 N Estrella Pkwy	85338	623-925-5521	AZ	Stine Enterprises #107, LLC	Adam Stine
Goodyear	1578	16900 W Yuma Rd	85338	623-925-8263	AZ	Stine Enterprises #107, LLC	Adam Stine

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Kingman	1129	3301 Andy Devine Ave	86401	928-757-7374	AZ	B.L.K. Fast Foods, Inc.	Mark Lay
Lake Havasu City	1177	30 S Lake Havasu Ave	86403	928-855-1145	AZ	Colo-Rio Fast Foods, Inc.	Mark Lay
Laveen	1541	5115 W Southern Ave	85339	602-237-0502	AZ	Stine Enterprises #107, LLC	Adam Stine
Litchfield Park	1589	13860 W Camelback Rd	85340	623-594-4273	AZ	Stine Enterprises #107, LLC	Adam Stine
Litchfield Park	1632	19395 W. Indian School Road	85340	480-698-2253	AZ	Stine Enterprises #107, LLC	Adam Stine
Marana	1655	13925 N Sandario Rd	85653	520-354-2920	AZ	I Chief, LLC	Shawn Shah
Maricopa	1544	20975 N John Wayne Pkwy	85139	520-568-1943	AZ	Stine Enterprises #107, LLC	Adam Stine
Mesa	1133	1911 S Power Rd	85206	480-654-0232	AZ	AAD&J, Inc.	Adel Farag
Mesa	1146	2719 N Power Rd	85215	480-325-9746	AZ	Superior Fast Foods, Inc.	Adel Farag
Mesa	1156	5961 E Main St	85205	480-832-3481	AZ	CMAZ, LLC	Adel Farag
Mesa	1165	1860 W Southern Ave	85202	480-964-9548	AZ	FARAG AND HARIA, LLC	Adel Farag
Mesa	1171	440 E Southern Ave	85204	480-962-1938	AZ	CMAZ, LLC	Adel Farag
Mesa	1178	2846 E Main St	85213	480-832-9581	AZ	CMAZ, LLC	Adel Farag
Mesa	1186	2120 E Baseline Rd	85204	480-497-2795	AZ	AAD&J, Inc.	Adel Farag
Mesa	1507	1105 S Val Vista Dr	85204	480-324-1623	AZ	Dosti Enterprise L.L.C.	Adel Farag
Mesa	1508	525 N Stapley Dr	85203	480-610-5302	AZ	AAD&J, Inc.	Adel Farag
Mesa	1516	427 W Mckellips Rd	85201	480-890-7200	AZ	Superior Fast Foods, Inc.	Adel Farag
Mesa	1179	1232 W Baseline Rd	85202	480-838-0677	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Mesa	1199	1945 W Main St	85201	480-867-1830	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Mesa	1519	1403 S Crismon Rd	85209	480-357-3731	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Mesa	1593	9147 E Broadway Rd	85208	480-471-8610	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Mesa	1610	9113 E Guadalupe Rd	85212	480-590-3066	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Mesa	1617	4338 S Signal Butte Rd	85212	480-410-6105	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Mesa	148	1145 W University Dr	85201	480-833-1339	AZ	Calzona Foods, Inc.	Joe Espinosa
Nogales	1539	383 W Mariposa Rd	85621	520-377-2974	AZ	I Chief, LLC	Shawn Shah
Page	1149	931 Highway 89	86040	928-645-2711	AZ	Gateway Fast Foods, Inc.	Adam Schmitz
Parker	1597	205 Riverside Dr	85344	928-575-1575	AZ	Parker Fast Foods LLC	Mark Lay
Payson	1136	301 E State Highway 260	85541	928-472-8060	AZ	Payson Fast Foods, Inc.	Adam Schmitz
Peoria	1103	7425 W Cactus Rd	85381	623-878-0002	AZ	Stine Enterprises #107, LLC	Adam Stine
Peoria	1145	9066 W Olive Ave	85345	623-486-3938	AZ	Stine Enterprises #107, LLC	Adam Stine
Peoria	1513	8236 W Deer Valley Rd	85382	623-566-7988	AZ	Stine Enterprises, Inc.	Steve Stine
Peoria	1572	9841 W Happy Valley Rd	85383	623-561-1610	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	101	1833 W Van Buren St	85007	602-254-9324	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	108	3455 W Mcdowell Rd	85009	602-278-0529	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	145	1802 W Bell Rd	85023	602-866-9048	AZ	Stine Enterprises #107, LLC	Adam Stine

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Phoenix	1114	1902 W Buckeye Rd	85009	602-253-8142	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1130	4950 E Ray Rd	85044	480-496-9168	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1141	19818 N 27th Ave	85027	623-780-3669	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1153	17017 N Cave Creek Rd	85032	602-971-9496	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1154	7510 W Indian School Rd	85033	623-849-3022	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1162	5959 W Baseline Rd	85339	602-612-4424	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1172	6001 W Thomas Rd	85033	623-247-1746	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1180	5814 S Central Ave	85040	602-276-2183	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1181	2701 W Camelback Rd	85017	602-249-0170	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1517	8225 W Camelback Rd	85033	623-849-0630	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1520	3502 W Buckeye Rd	85009	602-353-1660	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1524	620 E Buckeye Rd	85004	602-258-6305	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1529	1921 W Broadway Rd	85041	602-305-9019	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1576	2645 W Carefree Hwy	85085	623-587-9515	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1590	1125 N. 51st Ave.	85043	602-442-2155	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	1591	18441 N 7th St	85024	602-296-5152	AZ	Stine Enterprises #107, LLC	Adam Stine
Phoenix	103	2202 E Indian School Rd	85016	602-954-9130	AZ	AAD&J, Inc.	Adel Farag
Phoenix	105	3545 E Thomas Rd	85018	602-956-3020	AZ	Superior Fast Foods, Inc.	Adel Farag
Phoenix	116	4119 N 7th St	85014	602-274-3914	AZ	Superior Fast Foods, Inc.	Adel Farag
Phoenix	106	1601 E Van Buren St	85006	602-252-1533	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Phoenix	144	3512 W Thunderbird Rd	85053	602-938-8340	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Phoenix	1116	1001 N 24th St	85008	602-244-8860	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Phoenix	1182	7850 N 35th Ave	85051	602-841-1350	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Phoenix	1183	4749 E Southern Ave	85042	602-438-0578	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Phoenix	1535	2711 S. 40th Street	85034	602-437-0706	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Phoenix	142	1935 W Thunderbird Rd	85023	602-993-8810	AZ	Calzona Foods, Inc.	Joe Espinosa
Phoenix	1190	4151 W Bell Rd	85053	602-843-5716	AZ	Calzona Foods, Inc.	Joe Espinosa
Phoenix	1193	6351 N 7th St	85014	602-241-1433	AZ	Calzona Foods, Inc.	Joe Espinosa
Phoenix	129	4313 W Thomas Rd	85031	602-278-3971	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	143	12223 N 32nd St	85032	602-992-1030	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1100	10621 N 43rd Ave	85029	602-439-4843	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1102	2520 W Glendale Ave	85051	602-995-3677	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1105	4741 E Mcdowell Rd	85008	602-275-0303	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1110	2440 W Thomas Rd	85015	602-256-7223	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1147	4020 E Bell Rd	85032	602-953-5495	AZ	Stine Enterprises, Inc.	Steve Stine

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Phoenix	1514	9920 W Indian School Rd	85037	623-772-1600	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1522	9050 W Thomas Rd	85037	623-872-1375	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1525	2141 W Deer Valley Rd	85027	623-582-0894	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1533	2330 E Baseline Rd	85042	602-243-5585	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1552	6120 S 35th Ave	85041	602-276-3653	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1560	2113 W Happy Valley Rd	85085	623-869-5006	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1587	1075 N 67th Ave	85043	623-907-9612	AZ	Stine Enterprises, Inc.	Steve Stine
Phoenix	1599	2800 W Dunlap Ave	85051	602-675-0617	AZ	Stine Enterprises, Inc.	Steve Stine
Prescott	1540	3182 Willow Creek Rd	86301	928-771-0182	AZ	Prescott Fast Foods, Inc.	Adam Schmitz
Queen Creek	1542	534 E Hunt Hwy	85143	480-458-5225	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Queen Creek	1574	21292 E Ocotillo Rd	85142	480-655-6027	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Queen Creek	1627	25026 S Ellsworth Rd	85142	480-590-2267	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Safford	1654	1991 W Thatcher Blvd	85546	928-424-5226	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
San Tan Valley	100	37723 N Gantzel Rd	85140	480-902-4463	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Scottsdale	1580	20385 N Hayden Rd	85255	480-419-4329	AZ	Stine Enterprises #107, LLC	Adam Stine
Scottsdale	1143	14842 Frank Lloyd Wright Blvd	85260	480-614-2665	AZ	Calzona Foods, Inc.	Joe Espinosa
Scottsdale	1189	13610 N Scottsdale Rd Ste 31	85254	480-443-8005	AZ	Calzona Foods, Inc.	Joe Espinosa
Scottsdale	115	7412 E Mcdowell Rd	85257	480-946-8941	AZ	Stine Enterprises, Inc.	Steve Stine
Show Low	1125	4435 S White Mountain Rd	85901	928-537-0696	AZ	Northern Arizona Fast Foods, Inc.	Adam Schmitz
Sierra Vista	1152	750 E Fry Blvd	85635	520-458-2666	AZ	I Chief, LLC	Shawn Shah
Sierra Vista	1554	2039 El Mercado Loop	85635	520-417-0990	AZ	I Chief, LLC	Shawn Shah
Sun City	1566	9906 W Thunderbird Blvd	85351	623-974-3120	AZ	Stine Enterprises #107, LLC	Adam Stine
Surprise	1510	13738 W Bell Rd	85374	623-544-1531	AZ	Stine Enterprises #107, LLC	Adam Stine
Surprise	1563	16760 W Bell Rd	85374	623-975-5294	AZ	Stine Enterprises #107, LLC	Adam Stine
Surprise	1579	15333 W Waddell Rd	85379	623-546-3912	AZ	Stine Enterprises #107, LLC	Adam Stine
Tempe	1120	850 E Guadalupe Rd	85283	480-730-9888	AZ	Stine Enterprises #107, LLC	Adam Stine
Tempe	1594	1350 W Broadway Rd	85281	480-247-9933	AZ	Stine Enterprises #107, LLC	Adam Stine
Tempe	118	721 S Mill Ave	85281	480-967-8570	AZ	Superior Fast Foods, Inc.	Adel Farag
Tempe	1197	2145 E University Dr	85281	480-894-8419	AZ	CMAZ, LLC	Adel Farag
Tempe	131	942 E Broadway Rd	85282	480-966-9080	AZ	Rucker Restaurant Holdings, LLC	Cristina Da Ponte
Tempe	1112	901 E Curry Rd	85281	480-966-8367	AZ	Calzona Foods, Inc.	Joe Espinosa
Tempe	1158	3102 S Mill Ave	85282	480-894-1077	AZ	Calzona Foods, Inc.	Joe Espinosa
Tolleson	1108	8302 W Lynwood St	85353	623-936-6259	AZ	Stine Enterprises #107, LLC	Adam Stine
Tolleson	1561	9840 W Lower Buckeye Rd	85353	623-936-1801	AZ	Stine Enterprises, Inc.	Steve Stine
Tucson	133	4455 E Broadway Blvd	85711	520-326-8108	AZ	I Chief, LLC	Shawn Shah

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Tucson	1106	7910 E Speedway Blvd	85710	520-298-3002	AZ	I Chief, LLC	Shawn Shah
Tucson	1111	4450 1st Ave	85719	520-888-8846	AZ	I Chief, LLC	Shawn Shah
Tucson	1127	305 W Grant Rd	85705	520-629-0401	AZ	I Chief, LLC	Shawn Shah
Tucson	1155	3121 N Campbell Ave	85719	520-325-3941	AZ	I Chief, LLC	Shawn Shah
Tucson	1157	550 W Valencia Rd	85706	520-889-4422	AZ	I Chief, LLC	Shawn Shah
Tucson	1166	1195 S Craycroft Rd	85711	520-790-3156	AZ	I Chief, LLC	Shawn Shah
Tucson	1167	4949 N Oracle Rd	85704	520-887-8770	AZ	I Chief, LLC	Shawn Shah
Tucson	1168	3397 S 6th Ave	85713	520-203-7153	AZ	I Chief, LLC	Shawn Shah
Tucson	1173	3326 E Grant Rd	85716	520-326-8711	AZ	I Chief, LLC	Shawn Shah
Tucson	1174	1202 W St Marys Rd	85745	520-623-4957	AZ	I Chief, LLC	Shawn Shah
Tucson	1505	5000 E Valencia Rd	85756	520-664-2246	AZ	I Chief, LLC	Shawn Shah
Tucson	1551	2985 W Valencia Rd	85746	520-883-7484	AZ	I Chief, LLC	Shawn Shah
Tucson	1557	6380 E Golf Links Rd	85730	520-790-3003	AZ	I Chief, LLC	Shawn Shah
Tucson	1571	9530 E 22nd St	85748	520-751-1881	AZ	I Chief, LLC	Shawn Shah
Tucson	1653	3749 S Mission Rd	85713	520-209-1880	AZ	I Chief, LLC	Shawn Shah
Tucson	1656	4479 W Ina Rd	85741	520-812-7865	AZ	I Chief, LLC	Shawn Shah
Tucson	1657	1055 N Park Ave	85719	520-771-8864	AZ	I Chief, LLC	Shawn Shah
Wellton	1569	28882 Commerce Way	85356	928-785-9218	AZ	Stine Enterprises #107, LLC	Adam Stine
Youngtown	1546	11101 Nw Grand Ave	85363	623-523-0211	AZ	Stine Enterprises #107, LLC	Adam Stine
Yuma	1137	2325 32nd St	85364	928-726-3641	AZ	Stine Enterprises #107, LLC	Adam Stine
Yuma	1161	151 W 16th St	85364	928-783-5780	AZ	Stine Enterprises #107, LLC	Adam Stine
Yuma	1164	3023 S 4th Ave	85364	928-344-4320	AZ	Stine Enterprises #107, LLC	Adam Stine
Yuma	1532	6440 E 32nd St	85364	928-344-6697	AZ	Stine Enterprises #107, LLC	Adam Stine
Yuma	1562	1244 S Castle Dome Ave	85365	928-329-0745	AZ	Stine Enterprises #107, LLC	Adam Stine
Yuma	1585	3951 S Avenue 3 E	85365	928-726-0981	AZ	Stine Enterprises #107, LLC	Adam Stine
Acton	3304	3830 W Sierra Hwy	93510	661-269-2635	CA	JIB Holdings I, LLC	Hamid Sharafatian
Agoura	181	5033 N Kanan Rd	91301	818-889-1653	CA	Newco Foods, Inc.	Sudesh Sood
Alameda	432	1257 Park St	94501	510-522-8865	CA	Gul Food Management, Inc.	Khan Khan
Alameda	437	1826 Webster St	94501	510-523-6396	CA	Gul Food Management, Inc.	Khan Khan
Alhambra	3346	2531 W Valley Blvd	91803	626-299-1976	CA	JYM Enterprises, Inc.	John Maki
Alpine	3087	2754 Alpine Blvd	91901	619-714-2669	CA	Beshay Foods, Inc.	David Beshay
Altadena	364	2305 N Lake Ave	91001	626-791-5402	CA	Bromley Foods, Inc.	Heather Goss
American Canyon	4334	107 W American Canyon Rd	94503	707-644-1543	CA	Golden State Jacks, Inc.	Anil Yadav
Anaheim	3274	1155 N Euclid Ave	92801	714-772-3740	CA	TBS Foods, Inc.	Ben Nematzadeh
Anaheim	3243	999 S Brookhurst St	92804	714-778-1232	CA	Central Group South, LLC	Cedric Fong

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Anaheim	3510	1101 N Magnolia Ave	92801	714-484-4773	CA	KIPER ENTERPRISES, INC.	Gino Perucci
Anaheim	223	2793 W Ball Rd	92804	714-220-9175	CA	BanEm, LLC	John Maki
Anaheim	231	100 S State College Blvd	92806	714-758-9325	CA	Graffius Food Services, Inc.	Karen Graffius
Anaheim	3258	290 W Lincoln Ave	92805	714-533-0136	CA	Graffius Food Services, Inc.	Karen Graffius
Anaheim	3165	2210 S Harbor Blvd	92802	657-272-8030	CA	Graffius Enterprises, Inc.	Mark B. Graffius
Anderson	4368	2010 Arby Way	96007	530-365-1765	CA	Chico Foods, LLC	Asheet Sharma
Antelope	3404	7949 Watt Ave	95843	916-644-6770	CA	YP Jacks, LLC	Dharmesh Patel
Antioch	3491	4801 Lone Tree Way	94531	925-331-0470	CA	AKKAM, INC.	Anil Yadav
Antioch	4340	2705 Hillcrest Ave	94531	925-732-6522	CA	AKKAM, INC.	Anil Yadav
Apple Valley	3232	21630 Bear Valley Rd	92308	760-214-1713	CA	Envision Foods, LLC	Hamid Sharafatian
Apple Valley	3326	20168 Us Highway 18	92307	760-946-2203	CA	JIB Holdings I, LLC	Hamid Sharafatian
Apple Valley	5400	15818 Apple Valley Rd	92307	760-946-1416	CA	Envision Foods, LLC	Hamid Sharafatian
Apple Valley	5413	18901 Bear Valley Rd	92308	760-475-8009	CA	Envision Foods, LLC	Hamid Sharafatian
Arcadia	3516	164 E Live Oak Ave	91006	626-254-9082	CA	Square King Foods, Inc.	Sam Fong
Arroyo Grande	399	1208 Grand Ave	93420	805-489-3668	CA	SBF Foods, LLC	Pankaj Bhatia
Artesia	3190	18299 Pioneer Blvd	90701	562-860-6657	CA	Square King Foods, Inc.	Sam Fong
Atascadero	5418	9000 W Front St	93422	805-462-9200	CA	SBF Foods, LLC	Pankaj Bhatia
Atwater	589	1898 Bellevue Rd	95301	209-358-5992	CA	Fresno Foods, LLC	Ben Nematzadeh
Auburn	471	13421 E Lincoln Way	95603	530-888-0750	CA	Devika Restaurants Inc.	Dave Sagar
Azusa	3579	126 N Azusa Ave	91702	626-334-7504	CA	California Sunrise, Incorporated	Garren Grieve
Azusa	3217	877 E Alosta Ave	91702	626-969-1153	CA	AMSU Financial, Inc.	Greg Gribble
Baker	3394	72358 Baker Blvd	92309	760-733-4814	CA	JIB Holdings I, LLC	Hamid Sharafatian
Bakersfield	174	5656 California Ave	93309	661-325-9067	CA	EBS Foods, LLC	Eddie Nieves
Bakersfield	3162	5320 Olive Dr	93308	661-393-3391	CA	EBS Foods, LLC	Eddie Nieves
Bakersfield	3368	8320 Rosedale Hwy	93312	661-587-7616	CA	Delano Foods, LLC	Eddie Nieves
Bakersfield	3508	17081 Zachary Rd	93308	661-392-1224	CA	EBS Foods, LLC	Eddie Nieves
Bakersfield	3535	19487 Highway 65	93308	661-399-9277	CA	Delano Foods, LLC	Eddie Nieves
Bakersfield	3543	4750 Gosford Rd	93313	661-834-0190	CA	EBS Foods, LLC	Eddie Nieves
Bakersfield	3549	2111 Taft Hwy	93313	661-837-0212	CA	Delano Foods, LLC	Eddie Nieves
Bakersfield	4384	11104 Olive Dr	93312	661-589-3264	CA	Delano Foods, LLC	Eddie Nieves
Bakersfield	4392	11102 Brimhall Rd	93312	661-589-5810	CA	EBS Foods, LLC	Eddie Nieves
Bakersfield	4396	3300 Buena Vista Rd Bldg H	93311	661-664-5716	CA	EBS Foods, LLC	Eddie Nieves
Bakersfield	4407	2955 N Chester Ave	93308	661-387-9454	CA	EBS Foods, LLC	Eddie Nieves
Bakersfield	176	3350 Stine Ave	93309	661-397-6872	CA	JIB Central, LLC	Luis Velasco
Bakersfield	300	3002 Ming Ave	93304	661-832-5942	CA	JIB Central, LLC	Luis Velasco

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Bakersfield	3199	1200 Oak St	93304	661-861-8337	CA	JIB Central, LLC	Luis Velasco
Bakersfield	3235	2220 Chester Ave	93301	661-324-9330	CA	JIB Central, LLC	Luis Velasco
Bakersfield	3236	416 Weedpatch Ln	93307	661-363-0801	CA	JIB Central, LLC	Luis Velasco
Bakersfield	3261	2611 N Oswell St	93306	661-872-6520	CA	JIB Central, LLC	Luis Velasco
Bakersfield	3271	4200 Chester Ave	93301	661-325-6323	CA	JIB Central, LLC	Luis Velasco
Bakersfield	3327	2221 Panama Ln	93307	661-397-2076	CA	JIB Central, LLC	Luis Velasco
Bakersfield	3576	10 Union Ave	93307	661-861-0602	CA	JIB Central, LLC	Luis Velasco
Bakersfield	4355	2641 Mt Vernon Ave	93306	661-872-9850	CA	JIB Central, LLC	Luis Velasco
Bakersfield	4385	6815 Stine Rd	93313	661-832-7506	CA	JIB Central, LLC	Luis Velasco
Bakersfield	4398	147 S Oswell St	93307	661-363-7921	CA	JIB Central, LLC	Luis Velasco
Bakersfield	4419	1003 E California Ave	93307	661-246-3695	CA	YBR Enterprises Limited Partnership	Patrice Roux
Baldwin Park	5303	14611 Dalewood St	91706	626-851-9875	CA	California Sunrise, Incorporated	Garren Grieve
Baldwin Park	5486	14021 Ramona Blvd	91706	626-364-7717	CA	Rising Valley Restaurants, LLC	Garren Grieve
Banning	3233	6350 W Ramsey St	92220	951-845-2399	CA	Desert Jack, LLC	Hamid Sharafatian
Banning	5359	770 W Ramsey St	92220	951-849-0702	CA	Desert Jack, LLC	Hamid Sharafatian
Barstow	368	1370 E Main St	92311	760-646-4149	CA	Envision Foods, LLC	Hamid Sharafatian
Barstow	5470	421 Montara Rd	92311	442-295-9533	CA	Allied Restaurant Management, LLC	Hamid Sharafatian
Beaumont	5405	89 S Beaumont Ave	92223	951-769-2888	CA	Highland Food Express, Inc.	Hai Zaidul
Bell	242	4525 Florence Ave	90201	323-771-9439	CA	Dhillon Foods, Inc.	Priya Dhillon
Bell Gardens	5448	6801 Eastern Ave.	90201	323-773-1156	CA	Sage Restaurants LLC	Wilfredo Herrera
Bellflower	3192	10205 E Rosecrans Ave	90706	562-866-1636	CA	Kigar, LLC	Jaime Garcia
Benicia	3482	6001 Goodyear Rd	94510	707-751-0371	CA	Napa Restaurants Inc.	Beryl Haroan
Berkeley	431	2197 San Pablo Ave	94702	510-841-3574	CA	Sksingh, Inc.	Sarjeet Singh
Bishop	170	575 S Main St	93514	760-475-7878	CA	Envision Foods, LLC	Hamid Sharafatian
Bloomington	5492	10965 Cedar Ave	92316	951-801-5889	CA	Beshay Foods, Inc.	David Beshay
Blythe	67	190 S Lovekin Blvd	92225	760-922-3915	CA	Stine Enterprises #107, LLC	Adam Stine
Bonita	68	4011 Bonita Rd	91902	619-475-8201	CA	Beshay Foods, Inc.	David Beshay
Bonsall	3009	5256 S Mission Rd	92003	760-945-0472	CA	Beshay Foods, Inc.	David Beshay
Brawley	62	315 W Main St	92227	760-344-2940	CA	Stine Enterprises #107, LLC	Adam Stine
Brawley	3063	1684 E Main St	92227	760-351-0330	CA	Stine Enterprises #107, LLC	Adam Stine
Brea	3251	315 S Brea Blvd	92821	714-529-2361	CA	Three Powers Foods, Inc.	Cedric Fong
Brentwood	4399	3191 Balfour Rd	94513	925-306-4190	CA	AKKAM, INC.	Anil Yadav
Brentwood	4349	60 Technology Way	94513	925-392-8443	CA	Ara Hospitality Services Inc.	Sushma Gupta

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Buellton	5411	250 E Highway 246	93427	805-688-6886	CA	SBF Foods, LLC	Pankaj Bhatia
Buena Park	166	5460 Beach Blvd	90621	714-522-5308	CA	Jokar Enterprises, Inc.	Mark O. Graffius
Buena Park	158	6865 La Palma Ave	90620	714-994-0772	CA	Square King Foods, Inc.	Sam Fong
Buena Park	3207	5990 Orangethorpe Ave	90620	714-670-8412	CA	Square King Foods, Inc.	Sam Fong
Calabasas	3191	26510 Agoura Rd	91302	818-880-9253	CA	Sood Enterprises, Inc.	Sudesh Sood
Calexico	3052	1071 Birch St	92231	760-768-8498	CA	Stine Enterprises #107, LLC	Adam Stine
Calexico	3055	1791 Maggio Rd	92231	760-357-9815	CA	Stine Enterprises #107, LLC	Adam Stine
Calexico	3057	832 W Birch St	92231	760-357-6508	CA	Stine Enterprises #107, LLC	Adam Stine
Calimesa	3550	1199 7th St	92320	909-795-8112	CA	SB Food Express, Inc.	Hai Zaidul
Calimesa	5483	1016 Cherry Valley Blvd	92320	909-795-0795	CA	LA Food Express, LLC	Hai Zaidul
Camarillo	3247	4901 Verdugo Way	93012	805-987-5159	CA	Newco Foods, Inc.	Sudesh Sood
Camarillo	3259	1650 Daily Dr	93010	805-484-9443	CA	Newco Foods, Inc.	Sudesh Sood
Campbell	426	1301 Camden Ave	95008	669-289-3296	CA	South Bay Jack, Inc.	Mike Flores
Campbell	411	1737 S Bascom Ave	95008	408-377-7074	CA	Sksingh, Inc.	Sarjeet Singh
Campbell	412	1450 W Campbell Ave	95008	408-378-0621	CA	Sksingh, Inc.	Sarjeet Singh
Campbell	496	510 W Hamilton Ave	95008	408-866-0131	CA	Sksingh, Inc.	Sarjeet Singh
Canoga Park	348	7264 Topanga Canyon Blvd	91303	818-347-8353	CA	Sunrise Foods, LLC	Riju Sood
Canoga Park	3308	6800 De Soto Ave	91303	818-313-9459	CA	Sunrise Foods, LLC	Riju Sood
Canoga Park	310	20840 Roscoe Blvd	91306	818-998-4295	CA	Newco Foods, Inc.	Sudesh Sood
Canyon Country	187	18955 W Soledad Cyn Rd	91351	661-252-4321	CA	New Generation Foods, LLC	Ben Eramya
Carlsbad	36	901 Carlsbad Village Dr	92008	760-434-7141	CA	Beshay Foods, Inc.	David Beshay
Carlsbad	3006	7050 Avenida Encinas	92009	760-438-1461	CA	Ocean Restaurant Group, Inc.	Garren Grieve
Carmichael	494	5845 Marconi Ave	95608	916-487-6876	CA	Devika Restaurants Inc.	Dave Sagar
Carson	5369	22220 Wilmington Ave	90745	310-522-0725	CA	TBS Foods, Inc.	Ben Nematzadeh
Carson	3255	111 E 223rd St	90745	310-518-3025	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Carson	180	20423 Avalon Blvd	90746	310-515-1861	CA	EBS Foods, LLC	Eddie Nieves
Carson	273	23813 Avalon Blvd	90745	310-830-2621	CA	Dhillon Foods, Inc.	Priya Dhillon
Carson	5310	319 E Albertoni St	90746	310-217-0882	CA	Jushen Restaurants, Inc.	Priya Dhillon
Carson	3525	939 E Carson St	90745	310-522-5696	CA	JVS Foods, Inc.	Vicky Su
Castaic	3208	31769 The Old Rd	91384	661-425-0947	CA	New Generation Foods, LLC	Ben Eramya
Castaic	5389	28090 N Hasley Canyon Rd	91384	661-775-9360	CA	New Generation Foods, LLC	Ben Eramya
Castro Valley	419	3035 Castro Valley Rd	94546	510-537-1540	CA	Kahani Restaurants LLC	Nancy Silva
Cathedral City	3279	34-311 Date Palm Dr	92234	760-770-4504	CA	Envision Foods, LLC	Hamid Sharafatian
Cathedral City	5397	68020 Vista Chino	92234	760-327-0580	CA	Desert Jack, LLC	Hamid Sharafatian
Chatsworth	5456	9855 Mason Ave	91311	747-202-0303	CA	Sood Enterprises, Inc.	Usha Sood

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Chico	446	500 Broadway St	95928	530-893-5198	CA	Chico Foods, LLC	Asheet Sharma
Chico	549	2542 Esplanade	95973	530-894-6910	CA	Chico Foods, LLC	Asheet Sharma
Chico	4350	1955 20th St	95928	530-894-2559	CA	Chico Foods, LLC	Asheet Sharma
Chino Hills	3537	6570 Butterfield Ranch Rd	91709	909-606-8003	CA	Las Malvinas, Inc.	Alex Carcavallo
Chino Hills	178	14864 Pipeline Ave	91709	909-597-8995	CA	FEAST Foods, LLC	Ben Eramya
Chino Hills	3246	13850 Peyton Dr	91709	909-270-3301	CA	Highland Food Express, Inc.	Hai Zaidul
Chowchilla	5215	305 Prosperity Blvd	93610	559-972-6513	CA	Yosi Foods, LLC	Ben Nematzadeh
Chula Vista	6	486 Broadway	91910	619-427-8530	CA	Beshay Foods, Inc.	David Beshay
Chula Vista	15	802 3rd Ave	91911	619-425-1791	CA	Beshay Foods, Inc.	David Beshay
Chula Vista	63	1408 3rd Ave	91911	619-420-3902	CA	DMSD Foods, Inc.	David Beshay
Chula Vista	86	5 N 4th Ave	91910	619-426-0533	CA	DMSD Foods, Inc.	David Beshay
Chula Vista	3070	947 Otay Lake Rd	91913	619-216-3070	CA	DMSD Foods, Inc.	David Beshay
Chula Vista	3072	925 Eastlake Parkway	91914	619-482-3072	CA	DMSD Foods, Inc.	David Beshay
Chula Vista	3078	2015 Birch Rd, Ste 2700	91915	619-421-3078	CA	DMSD Foods, Inc.	David Beshay
Citrus Heights	489	6131 Greenback Ln	95621	916-722-2600	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Citrus Heights	4323	7807 Sunrise Blvd	95610	916-726-1028	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Clearlake	4314	15945 Dam Rd	95422	707-994-4387	CA	North Bay Jack, Inc.	Anil Yadav
Clovis	3567	1680 Herndon Ave	93611	559-314-0444	CA	Fresno Foods, LLC	Ben Nematzadeh
Clovis	5440	3120 Fowler Ave	93611	559-577-1358	CA	Fresno Foods, LLC	Ben Nematzadeh
Coachella	5344	52144 Cesar Chavez St	92236	760-398-9727	CA	Desert Jack, LLC	Hamid Sharafatian
Colton	5318	2780 S Iowa Ave	92324	951-369-7086	CA	Beshay Foods, Inc.	David Beshay
Colton	3293	1191 S Mt Vernon Ave	92324	909-572-3025	CA	SB Food Express, Inc.	Hai Zaidul
Colton	3585	1199 N Mt Vernon Ave	92324	909-219-5864	CA	SB Food Express, Inc.	Hai Zaidul
Colton	5370	756 W Valley Blvd	92324	909-572-3066	CA	OC Food Express, Inc.	Hai Zaidul
Colton	5477	1602 W Valley Blvd	92324	909-433-0275	CA	LA Food Express, LLC	Hai Zaidul
Commerce	3160	5555 E Washington Blvd	90040	323-722-2066	CA	Ocean Restaurant Group, Inc.	Garren Grieve
Commerce	3254	7503 E Slauson Ave	90040	323-890-2945	CA	Jushen Restaurants, Inc.	Priya Dhillon
Compton	240	701 E Rosecrans Ave	90221	310-608-1083	CA	TBS Foods, Inc.	Ben Nematzadeh
Compton	253	115 N Central Ave	90220	310-603-8728	CA	TBS Foods, Inc.	Ben Nematzadeh
Concord	4400	1051 Willow Pass Ct	94520	925-466-3369	CA	AKKAM, INC.	Anil Yadav
Concord	410	1710 Monument Blvd	94520	925-822-3302	CA	Aries Hospitality Services, Inc.	Sushma Gupta
Concord	443	4740 Clayton Rd	94521	925-682-1275	CA	Aries Hospitality Services, Inc.	Sushma Gupta
Corning	3489	3098 99W	96021	530-824-4390	CA	Chico Foods, LLC	Asheet Sharma
Corona	3200	4715 Green River Rd	92880	951-272-0841	CA	FEAST Foods, LLC	Ben Eramya
Corona	3557	2711 Green River Rd	92882	951-272-2037	CA	JDC Food Services, Inc.	Caryn Ochoa

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Corona	5340	784 N Main St	92880	951-739-7780	CA	JDC Food Services, Inc.	Caryn Ochoa
Corona	360	1501 W 6th St	92882	951-734-0354	CA	Beshay Foods, Inc.	David Beshay
Corona	3276	2296 Griffin Way	92879	951-272-3761	CA	DMSD Foods, Inc.	David Beshay
Corona	3292	1180 E Ontario Ave	92881	951-898-7907	CA	DMSD Foods, Inc.	David Beshay
Corona	5349	1315 Magnolia Ave Ste 102	92879	951-278-9764	CA	DMSD Foods, Inc.	David Beshay
Coronado	3081	3238 Guadalcanal Rd	92118	619-437-9238	CA	DMSD Foods, Inc.	David Beshay
Costa Mesa	243	2235 Harbor Blvd	92627	949-548-7027	CA	FEAST Foods, LLC	Ben Eramya
Costa Mesa	246	1205 Baker St	92626	714-313-4989	CA	GCP Enterprises, Inc.	Gino Perucci
Costa Mesa	3509	2602 Newport Blvd	92627	949-631-0282	CA	KIPER ENTERPRISES, INC.	Gino Perucci
Costa Mesa	284	385 E 17th St	92627	949-548-7047	CA	Graffius Food Services, Inc.	Karen Graffius
Covina	320	1052 N Grand Ave	91724	626-364-7448	CA	Highland Food Express, Inc.	Hai Zaidul
Covina	3325	912 N Azusa Ave	91722	626-331-8301	CA	AMSU Financial, Inc.	Shahid Chaudhry
Covina	5424	535 S Citrus Ave	91723	626-967-7622	CA	AMSU Financial, Inc.	Greg Gribble
Crescent City	4327	1233 6th St	95531	707-465-3763	CA	Indmex Corporation	Karan Gogri
Culver City	234	5400 Sepulveda Blvd	90230	310-397-4931	CA	EBS Foods, LLC	Eddie Nieves
Cupertino	490	1451 S De Anza Blvd	95014	408-515-4760	CA	JIB Restaurant Group, Inc.	Bill Hsia
Cypress	5428	4901 Lincoln Ave	90630	714-952-1632	CA	FEAST Foods, LLC	Ben Eramya
Davis	467	337 G St	95616	530-298-7910	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Del Mar	81	2690 Del Mar Heights Rd	92014	858-755-2828	CA	MZM Foods, Inc.	Zak Samaan
Del Rey Oaks	3478	435 Canyon Del Rey Blvd	93940	831-293-7390	CA	Central Coast Restaurants Inc.	Mike Flores
Delano	3328	14398 County Line Rd	93215	661-721-1132	CA	Delano Foods, LLC	Eddie Nieves
Desert Hot Springs	5328	22600 Palm Dr	92240	760-329-4991	CA	Desert Jack, LLC	Hamid Sharafatian
Diamond Bar	3216	1165 S Diamond Bar Blvd	91765	909-861-3562	CA	Three Powers Foods, Inc.	Cedric Fong
Dinuba	3446	2100 E El Monte Way	93618	559-591-3505	CA	YBR Enterprises Limited Partnership	Patrice Roux
Dixon	3454	150 Dorset Dr	95620	707-678-3045	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Downey	3154	10037 Lakewood Blvd	90240	562-923-1934	CA	Three Powers Foods, Inc.	Cedric Fong
Downey	3186	9501 Imperial Hwy	90242	562-803-7900	CA	Kigar, LLC	Jaime Garcia
Downey	3511	8136 Telegraph Blvd	90240	562-776-6038	CA	Jushen Restaurants, Inc.	Priya Dhillon
Downey	218	7905 E Imperial Hwy	90242	562-862-1958	CA	Square King Foods, Inc.	Sam Fong
Downey	5451	9511 Firestone Blvd	90241	562-923-6690	CA	Square King Foods, Inc.	Sam Fong
Dublin	462	7265 Village Pkwy	94568	925-230-8290	CA	Gogris Corporation	Shilpa Gogri
Dunnigan	3465	3970 County Rd 89	95937	530-724-4022	CA	Devika Restaurants Inc.	Dave Sagar
Eagle Rock	326	4470 Eagle Rock Blvd	90041	323-259-3154	CA	Sood Enterprises, Inc.	Sudesh Sood

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Echo Park	3348	1710 Glendale Blvd	90026	323-661-7225	CA	Sunrise Foods, LLC	Riju Sood
El Cajon	3003	2461 Jamacha Rd	92019	619-444-1086	CA	Charles J. Stauffer	Chuck Stauffer
El Cajon	7	393 W Main St	92020	619-447-2520	CA	DMSD Foods, Inc.	David Beshay
El Cajon	32	495 N 2nd St	92021	619-440-8286	CA	DMSD Foods, Inc.	David Beshay
El Cajon	54	2733 Navajo Rd	92020	619-697-3957	CA	DMSD Foods, Inc.	David Beshay
El Cajon	78	140 Broadway	92021	619-442-4747	CA	DMSD Foods, Inc.	David Beshay
El Cajon	3033	14039 Highway 8 Business	92021	619-938-1940	CA	DMSD Foods, Inc.	David Beshay
El Cajon	3050	350 E Chase Ave	92020	619-401-9631	CA	DMSD Foods, Inc.	David Beshay
El Cajon	3064	1700 E Main St	92021	619-441-2564	CA	DMSD Foods, Inc.	David Beshay
El Cerrito	572	5920 Cutting Blvd	94530	510-236-9195	CA	Gul Food Management, Inc.	Khan Khan
El Dorado Hills	3439	1023 Saratoga Way	95762	916-933-5764	CA	Vanmel, Inc.	Anil Yadav
El Monte	3256	10699 Valley Blvd	91731	626-444-3629	CA	JYM Enterprises, Inc.	Hisayo Maki
El Monte	3211	1933 Durfee Ave	91733	626-444-8029	CA	JYM Enterprises, Inc.	John Maki
El Monte	5346	11780 Ramona Blvd	91732	626-279-7549	CA	JYM Enterprises, Inc.	John Maki
El Sobrante	418	4080 San Pablo Dam Rd	94803	510-223-3354	CA	ARGO Hospitality Services, Inc.	Sushma Gupta
Elk Grove	3436	9179 Elk Grove Florin Rd	95624	916-685-2520	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Elk Grove	3438	4820 Laguna Blvd	95758	279-895-9012	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Elk Grove	4440	9620 E Stockton Blvd	95624	916-685-1901	CA	Anand, Inc.	Dharmesh Patel
Encinitas	97	1439 Encinitas Blvd	92024	760-943-1134	CA	Ocean Restaurant Group, Inc.	Garren Grieve
Escondido	75	550 W Mission Ave	92025	760-745-7785	CA	Restaurant Leadership Group, LLC	David Beshay
Etiwanda	5373	12340 Highland Ave Ste B	91739	909-646-9512	CA	AW Malik, Inc.	Shahid Chaudhry
Eureka	4317	1620 Broadway	95501	707-407-0627	CA	Indmex Corporation	Karan Gogri
Exeter	5220	615 W Visalia Rd	93221		CA	YBR Enterprises Limited Partnership	Patrice Roux
Fair Oaks	521	8100 Greenback Ln	95628	916-723-5947	CA	Devika Restaurants Inc.	Dave Sagar
Fairfield	451	1980 N Texas St	94533	707-426-5039	CA	Golden State Jacks, Inc.	Anil Yadav
Fairfield	568	1965 W Texas St	94533	707-429-2772	CA	Golden State Jacks, Inc.	Anil Yadav
Fairfield	3455	107 Red Top Rd	94534	707-863-9781	CA	Golden State Jacks, Inc.	Anil Yadav
Fallbrook	66	1465 S Mission Rd	92028	760-723-8565	CA	Beshay Foods, Inc.	David Beshay
Farmersville	5401	1662 N Farmersville Blvd	93223	559-747-5000	CA	YBR Enterprises Limited Partnership	Patrice Roux
Folsom	3442	9550 Greenback Ln	95630	916-988-3927	CA	Vanmel, Inc.	Anil Yadav
Folsom	3452	401 Blue Ravine Rd	95630	916-983-2107	CA	Vanmel, Inc.	Anil Yadav
Fontana	3370	3910 Sierra Ave	92336	909-429-0170	CA	AMSU Financial, Inc.	Shahid Chaudhry

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Fontana	3554	13449 Baseline Ave	92336	909-463-6434	CA	AW Malik, Inc.	Shahid Chaudhry
Fontana	5385	15274 Summit Ave	92336	909-803-5849	CA	AW Malik, Inc.	Shahid Chaudhry
Fontana	5465	7261 Citrus Ave	92336	909-401-7503	CA	AMSU Financial, Inc.	Shahid Chaudhry
Fontana	5469	17020 S Highland Ave	92336	909-574-4816	CA	AMSU Financial, Inc.	Shahid Chaudhry
Fowler	4415	206 S 10th St	93625	559-344-0750	CA	Yosi Foods, LLC	Ben Nematzadeh
Freedom	3487	1700 Freedom Blvd	95019	831-288-1281	CA	Central Coast Restaurants Inc.	Mike Flores
Fremont	402	36848 Fremont Blvd	94536	341-356-6153	CA	Parivar, Inc.	Anil Yadav
Fremont	425	41115 Fremont Blvd	94538	510-656-9535	CA	Parivar, Inc.	Anil Yadav
Fremont	529	46351 Mission Blvd	94539	510-358-8500	CA	AKKAM, INC.	Anil Yadav
Fremont	598	34701 Ardenwood Blvd	94555	510-796-5972	CA	Parivar, Inc.	Anil Yadav
Fremont	3461	43921 Osgood Rd	94539	510-353-9739	CA	Parivar, Inc.	Anil Yadav
Fremont	4328	5533 Stevenson Blvd	94538	510-490-3249	CA	Parivar, Inc.	Anil Yadav
Fremont	4366	40015 Mission Blvd	94539	510-573-4430	CA	Gogris J4366 Corporation	Karan Gogri
French Valley	5485	36535 Briggs Rd	92563	951-721-5485	CA	DMSD Foods, Inc.	David Beshay
Fresno	441	2124 N Blackstone Hwy	93703	559-224-6431	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	507	3025 E Shaw Ave	93710	559-292-7754	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	509	3110 E Tulare St	93702	559-237-2833	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	526	2195 W Shaw Ave	93711	559-229-4247	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	538	6720 N Blackstone Ave	93710	559-432-2826	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	582	4968 East Cesar Chavez Blvd	93727	559-251-5070	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	3294	3085 E Central Ave	93725	559-237-6189	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	3295	8008 N Cedar Ave	93720	559-324-1822	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	3398	1167 N Clovis Ave	93727	559-453-2871	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	3530	3058 W Clinton Ave	93722	559-275-4237	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	5379	6759 N Milburn Ave	93722	559-449-0424	CA	Fresno Foods, LLC	Ben Nematzadeh
Fresno	5435	1405 W. Olive Ave	93708	559-476-1902	CA	Fresno Foods, LLC	Ben Nematzadeh
Fullerton	262	2315 W Orangethorpe Ave	92833	714-992-1793	CA	KIPER ENTERPRISES, INC.	Gino Perucci
Fullerton	3277	439 E Imperial Hwy	92835	714-871-1926	CA	SB Food Express, Inc.	Hai Zaidul
Fullerton	5395	751 N Placentia Ave	92831	714-993-3814	CA	Square King Foods, Inc.	Sam Fong
Fullerton	3244	235 E Orangethorpe Ave	92832	714-578-0451	CA	JVS Foods, Inc.	Vicky Su
Galt	4367	10390 Twin Cities Rd	95632	209-730-0325	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Garden Grove	3242	8971 Garden Grove Blvd	92844	714-537-1783	CA	KIPER ENTERPRISES, INC.	Gino Perucci
Garden Grove	173	13282 Harbor Blvd	92843	714-537-5133	CA	Graffius Food Services, Inc.	Karen Graffius
Garden Grove	195	12107 Euclid St	92840	714-530-5285	CA	Graffius Food Services, Inc.	Karen Graffius
Garden Grove	5475	12103 Valley View St	92845	714-379-5949	CA	Makar Foods, Inc.	Karen Graffius

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Gardena	3260	13510 Western Ave	90249	310-538-5561	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Gardena	3542	1099 W Artesia Blvd	90248	310-532-3528	CA	LIHWA Group, Inc.	Erh-Mei Su
Gardena	3283	1000 W Rosecrans Ave	90247	310-817-4980	CA	Dhillon Foods, Inc.	Priya Dhillon
Gilroy	478	7895 Monterey Rd	95020	408-713-1456	CA	Central Coast Restaurants Inc.	Mike Flores
Gilroy	3458	5900 Travel Park Cir	95020	669-305-0802	CA	Central Coast Restaurants Inc.	Mike Flores
Gilroy	4369	7110 Camino Arroyo	95020	669-250-8296	CA	Central Coast Restaurants Inc.	Mike Flores
Glendale	3170	805 N Pacific Ave	91203	818-247-0717	CA	EBS Foods, LLC	Eddie Nieves
Glendale	325	1131 Colorado St	91205	818-240-0450	CA	Sood Enterprises, Inc.	Sudesh Sood
Glendale	342	1200 W Glenoaks Blvd	91201	818-630-0305	CA	Sood Enterprises, Inc.	Sudesh Sood
Goleta	159	6875 Hollister Ave	93117	805-685-8552	CA	SBF Foods, LLC	Pankaj Bhatia
Granada Hills	333	17744 Chatsworth St	91344	818-363-9013	CA	New Generation Foods, LLC	Ben Eramya
Granada Hills	349	16945 San Fernando Mission	91344	747-300-8273	CA	New Generation Foods, LLC	Ben Eramya
Grass Valley	583	1801 E Main St	95945	530-270-0234	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Hacienda Heights	324	1159 S Hacienda Blvd	91745	626-330-3608	CA	PCH Venture Group East, Inc.	Lee Su
Hanford	563	1518 N 11th Ave	93230	559-582-6382	CA	JIB Central, LLC	Luis Velasco
Hanford	5343	1650 W Lacey Blvd	93230	559-584-7886	CA	JIB Central, LLC	Luis Velasco
Hawaiian Gardens	380	12150 Carson St	90716	562-496-0540	CA	BB 2008 Inc.	Lee Su
Hawthorne	383	5016 El Segundo Blvd	90250	310-644-0027	CA	Tri-P's Management Corporation	Cedric Price
Hayward	3415	18555 Mission Blvd	94541	510-317-7727	CA	AVACC Corp	Ahsan Khan
Hayward	424	25198 Hesperian Blvd	94545	510-876-5475	CA	Gogris J424 Corporation	Karan Gogri
Hayward	3423	1490 W Winton Ave	94545	510-264-1812	CA	Kahani Restaurants LLC	Nancy Silva
Hayward	447	24175 Mission Blvd	94544	510-314-0920	CA	Gogris J447 Corporation	Shilpa Gogri
Hayward	531	31005 Mission Blvd	94544	510-487-6838	CA	Gogris Corporation	Shilpa Gogri
Hemet	168	1595 E Florida Ave	92544	951-260-0299	CA	Restaurant Leadership Group, LLC	David Beshay
Hemet	3239	3111 W Florida Ave	92545	951-260-0262	CA	Restaurant Leadership Group, LLC	David Beshay
Hemet	5393	43150 E Florida Ave	92544	951-927-2769	CA	Restaurant Leadership Group, LLC	David Beshay
Hercules	3471	3800 San Pablo Ave Bldg A	94547	510-964-0820	CA	TJLM Food Services, Inc.	Lauren Tom
Hesperia	182	17378 Main St	92345	760-900-5595	CA	Envision Foods, LLC	Hamid Sharafatian
Hesperia	3282	13137 Main St	92345	760-244-6704	CA	JIB Holdings I, LLC	Hamid Sharafatian
Highland	192	3653 E Highland Ave	92346	909-864-0466	CA	OC Food Express, Inc.	Hai Zaidul
Highland	5460	27734 Base Line St	92346	909-425-4635	CA	Highland Food Express, Inc.	Hai Zaidul
Highland Park	354	6250 York Blvd	90042	323-341-7052	CA	JYM Enterprises, Inc.	John Maki

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Hollister	3448	391 Mccray St	95023	831-205-0780	CA	Central Coast Restaurants Inc.	Mike Flores
Hollywood	385	1243 N Highland Ave	90038	323-461-7605	CA	Sunrise Foods, LLC	Riju Sood
Huntington Beach	263	16311 Beach Blvd	92647	714-841-4984	CA	KIPER ENTERPRISES, INC.	Gino Perucci
Huntington Beach	377	18462 Beach Blvd	92648	714-841-2325	CA	KIPER ENTERPRISES, INC.	Gino Perucci
Huntington Beach	191	15001 Edwards St	92647	714-894-0078	CA	Kigar, LLC	Jaime Garcia
Huntington Beach	289	6042 Edinger Ave	92647	714-846-2235	CA	Kigar, LLC	Jaime Garcia
Huntington Beach	3385	19090 Brookhurst St	92646	714-963-7772	CA	Kigar, LLC	Jaime Garcia
Imperial Beach	12	890 Palm Ave	91932	619-424-6302	CA	DMSD Foods, Inc.	David Beshay
Indio	82	82210 Us Highway 111	92201	760-347-2188	CA	Envision Foods, LLC	Hamid Sharafatian
Indio	3561	42250 Washington St	92201	760-772-2658	CA	Desert Jack, LLC	Hamid Sharafatian
Indio	5452	42550B Jackson St	92203	760-342-9201	CA	Allied Restaurant Management, LLC	Hamid Sharafatian
Inglewood	256	4069 W Century Blvd	90304	310-419-8153	CA	TBS Foods, Inc.	Ben Nematzadeh
Inglewood	232	4737 Imperial Hwy	90304	310-673-5025	CA	Dhillon Foods, Inc.	Priya Dhillon
Inglewood	254	1127 W Manchester Blvd	90301	310-337-1945	CA	Dhillon Foods, Inc.	Priya Dhillon
Inglewood	3500	11306 Crenshaw Blvd	90303	323-242-9499	CA	JVS Foods, Inc.	Vicky Su
Inglewood	5434	3107 W Manchester Blvd	90305	323-789-6791	CA	JVS Foods, Inc.	Vicky Su
Inglewood	5473	1220 Centinela Ave	90302	424-331-9251	CA	Sage Restaurants LLC	Wilfredo Herrera
Irvine	3278	6565 Burt Rd	92618	949-733-8031	CA	Graffius Food Services, Inc.	Mark O. Graffius
Irwindale	3225	16000 Arrow Hwy	91706	626-337-1684	CA	California Sunrise, Incorporated	Garren Grieve
Jackson	4336	11222 Old Mill Ln	95642	209-223-7800	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Jurupa Valley	5503	6988 Mission Blvd	92509		CA	Beshay Foods, Inc.	David Beshay
Kerman	5445	14761 W Whitesbridge Ave	93630	559-846-0026	CA	Fresno Foods, LLC	Ben Nematzadeh
Kettleman City	3263	33313 Bernard Dr	93239	559-386-4413	CA	JIB Central, LLC	Jyoti Madhura
La Canada	303	2225 Foothill Blvd	91011	818-957-1963	CA	Sood Enterprises, Inc.	Sudesh Sood
La Habra	3298	1231 W Whittier Blvd	90631	562-691-1945	CA	Three Powers Foods, Inc.	Cedric Fong
La Mesa	4	6987 University Ave	91941	619-469-1639	CA	Charles J. Stauffer	Chuck Stauffer
La Mesa	35	5141 Jackson Dr	91941	619-697-3233	CA	DMSD Foods, Inc.	David Beshay
La Mesa	3080	6110 Lake Murray Blvd	91942	619-466-6080	CA	N Farooqi Enterprises, LLC	Nasir Farooqi
La Puente	3333	1805 N Hacienda Blvd	91744	626-918-9484	CA	Ocean Restaurant Group, Inc.	Garren Grieve
La Puente	5337	506 Workman Mill Rd	91746	626-336-5853	CA	Double G Partners	Garren Grieve
La Puente	319	14304 Amar Rd	91744	626-918-7569	CA	JYM Enterprises, Inc.	John Maki
La Quinta	3593	79724 Highway 111	92253	760-863-0350	CA	Desert Jack, LLC	Hamid Sharafatian
La Verne	5432	1090 Foothill Blvd	91750	909-592-1027	CA	FEAST Foods, LLC	Ben Eramya
Lafayette	429	3407 Mt Diablo Blvd	94549	925-284-1371	CA	Gogris Corporation	Shilpa Gogri

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Laguna Beach	296	1201 S Coast Hwy	92651	949-494-9557	CA	S&S Coastal Foods, LLC	Sam Abraham
Lake Elsinore	5378	29993 Canyon Hills Rd	92532	951-244-2649	CA	DMSD Foods, Inc.	David Beshay
Lake Elsinore	5472	2511 E Lakeshore Dr	92530	951-674-6472	CA	DMSD Foods, Inc.	David Beshay
Lake Forest	387	23812 El Toro Rd	92630	949-581-2883	CA	FEAST Foods, LLC	Ben Eramya
Lake Forest	3287	22661 Lake Forest Dr	92630	949-859-5785	CA	GCP Enterprises, Inc.	Christina Perucci
Lake Forest	3546	20101 Lake Forest Dr	92630	949-455-1228	CA	S&S Coastal Foods, LLC	Sam Abraham
Lakeport	3490	41 Soda Bay Rd	95453	707-263-8063	CA	North Bay Jack, Inc.	Anil Yadav
Lakeside	58	12155 Woodside Ave	92040	619-443-0161	CA	DMSD Foods, Inc.	David Beshay
Lakewood	3386	11501 Carson St	90715	562-202-9348	CA	OC Food Express, Inc.	Hai Zaidul
Lakewood	259	5747 Lakewood Blvd	90712	562-602-1100	CA	Big Fun Foods	Kevin Townsend
Lakewood	214	5858 Del Amo Blvd	90713	562-420-9971	CA	Square King Foods, Inc.	Sam Fong
Lamont	4397	9606 Weedpatch Hwy	93241	661-845-4015	CA	JIB Central, LLC	Luis Velasco
Lancaster	367	43628 W 10th St	93534	661-426-4541	CA	Envision Foods, LLC	Hamid Sharafatian
Lancaster	3300	2030 W Avenue K	93536	661-677-4242	CA	Envision Foods, LLC	Hamid Sharafatian
Lancaster	3562	2443 W Avenue I	93536	661-726-3626	CA	JIB Holdings I, LLC	Hamid Sharafatian
Lancaster	5309	1799 E Avenue J	93535	661-949-8975	CA	JIB Holdings I, LLC	Hamid Sharafatian
Lathrop	588	100 E Louise Ave	95330	209-319-0670	CA	Varris Management, Inc.	Anil Yadav
Lawndale	239	15025 Hawthorne Blvd	90260	310-644-3584	CA	BB 2008 Inc.	Lee Su
Lebec	3194	8968 Grapevine Rd E	93243	661-248-6807	CA	JIB Central, LLC	Luis Velasco
Lebec	3273	73 Frazier Mountain Park Rd	93243	661-248-2360	CA	JIB Central, LLC	Luis Velasco
Lemon Grove	10	7979 Broadway	91945	619-463-4800	CA	PGC Foods, LLC	Arturo Covarrubias
Lemon Grove	3004	7015 Broadway	91945	619-460-2529	CA	DMSD Foods, Inc.	David Beshay
Lemoore	517	31 E Hanford Armona Rd	93245	559-924-0424	CA	JIB Central, LLC	Luis Velasco
Lincoln	4313	455 Highway 65	95648	916-409-0571	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Live Oak	4444	10045 Live Oak Blvd	95953	530-431-3101	CA	YP Jacks, LLC	Dharmesh Patel
Livermore	483	1817 1st St	94550	925-447-4325	CA	Shiv Legacy, LLC	Larry Jones
Livermore	3419	6020 Industrial Way	94551	925-606-0793	CA	Shiv Legacy, LLC	Larry Jones
Livermore	3462	1650 N Livermore Ave	94551	925-371-2950	CA	Shiv Legacy, LLC	Larry Jones
Livingston	4351	400 Joseph Gallo Ct	95334	209-394-8840	CA	Fresno Foods, LLC	Ben Nematzadeh
Lodi	493	419 W Lodi Ave	95240	209-642-8842	CA	Yadav, Inc.	Anil Yadav
Lodi	4301	2425 Kettleman Ln	95242	209-334-3875	CA	Amanat, Inc.	Anil Yadav
Lodi	4449	15050 Thornton Rd	95242		CA	YP 486, LLC	Dharmesh Patel
Lomita	283	1724 W Pacific Coast Hwy	90717	310-326-5225	CA	PCH Venture Group, Inc.	Erh-Mei Su
Lompoc	390	539 N H St	93436	805-735-1264	CA	SBF Foods, LLC	Pankaj Bhatia
Long Beach	219	652 Atlantic Ave	90802	562-436-5728	CA	FEAST Foods, LLC	Ben Eramya

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Long Beach	156	5601 Pacific Coast Hwy	90804	562-494-4799	CA	Three Powers Foods, Inc.	Cedric Fong
Long Beach	3150	3605 Atlantic Ave	90807	562-424-9050	CA	EBS Foods, LLC	Eddie Nieves
Long Beach	216	2101 E Anaheim St	90804	562-439-8958	CA	LIHWA Group, Inc.	Erh-Mei Su
Long Beach	376	3980 E Ocean Blvd	90803	562-439-6798	CA	PCH Venture Group, Inc.	Erh-Mei Su
Long Beach	3573	6025 Long Beach Blvd	90805	562-728-4499	CA	Highland Food Express, Inc.	Hai Zaidul
Long Beach	213	3399 E Pacific Coast Hwy	90755	562-494-6740	CA	Big Fun Foods	Kevin Townsend
Long Beach	3226	4170 Lakewood Blvd	90808	562-496-4565	CA	Big Fun Foods	Kevin Townsend
Long Beach	5461	2550 N Lakewood Blvd	90815	562-280-4104	CA	Big Fun Foods	Kevin Townsend
Long Beach	3302	1720 W Pacific Coast Hwy	90810	562-436-6850	CA	PCH Venture Group East, Inc.	Lee Su
Long Beach	3597	5150 Atlantic Ave	90805	562-423-2164	CA	LMS Group, Inc.	Lee Su
Long Beach	384	1190 E Pacific Coast Hwy	90806	562-591-3868	CA	Dhillon Foods, Inc.	Priya Dhillon
Long Beach	3238	2001 E Artesia Blvd	90805	562-531-6894	CA	Jushen Restaurants, Inc.	Priya Dhillon
Long Beach	271	3032 Palo Verde Ave	90808	562-496-0741	CA	Square King Foods, Inc.	Sam Fong
Los Alamitos	5351	11250 Los Alamitos Blvd	90720	562-598-6302	CA	AMSU Financial, Inc.	Shahid Chaudhry
Los Altos	421	4896 El Camino Real	94022	408-515-5966	CA	JIB Restaurant Group, Inc.	Bill Hsia
Los Angeles	286	4965 Huntington Dr N	90032	323-227-9759	CA	FEAST Foods, LLC	Ben Eramya
Los Angeles	370	1135 N Mission Rd	90033	313-223-6346	CA	FEAST Foods, LLC	Ben Eramya
Los Angeles	3215	1900 W 6th St	90057	213-483-1768	CA	FEAST Foods, LLC	Ben Eramya
Los Angeles	3343	4228 N Figueroa St	90065	323-227-1710	CA	FEAST Foods, LLC	Ben Eramya
Los Angeles	151	5075 W Whittier Blvd	90022	323-266-2449	CA	TBS Foods, Inc.	Ben Nematzadeh
Los Angeles	270	4353 S Figueroa St	90037	323-235-4345	CA	TBS Foods, Inc.	Ben Nematzadeh
Los Angeles	279	1441 W Martin Luther King Blvd	90062	323-290-2520	CA	TBS Foods, Inc.	Ben Nematzadeh
Los Angeles	287	4407 S Central Ave	90011	323-233-4440	CA	TBS Foods, Inc.	Ben Nematzadeh
Los Angeles	294	10307 S Central Ave	90002	323-564-7156	CA	TBS Foods, Inc.	Ben Nematzadeh
Los Angeles	298	7120 S Broadway	90003	323-751-5083	CA	TBS Foods, Inc.	Ben Nematzadeh
Los Angeles	5425	1000 W Slauson Ave	90044	323-834-0199	CA	TBS Foods, Inc.	Ben Nematzadeh
Los Angeles	335	2521 Pasadena Ave	90031	323-223-6094	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Los Angeles	389	459 S Vermont Ave	90020	213-389-1023	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Los Angeles	3214	1615 S Broadway	90015	213-748-7177	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Los Angeles	3230	2120 W Pico Blvd	90006	213-252-8209	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Los Angeles	3339	1335 S Soto St	90023	323-263-1450	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Los Angeles	5352	12735 S Main St	90061	323-820-1865	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Los Angeles	229	2220 W Slauson Ave	90043	323-298-0653	CA	Tri-P's Management Corporation	Cedric Price
Los Angeles	292	4210 Crenshaw Blvd	90008	323-293-0034	CA	Tri-P's Management Corporation	Cedric Price

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Los Angeles	233	8605 W Pico Blvd	90035	310-652-8048	CA	EBS Foods, LLC	Eddie Nieves
Los Angeles	5312	7201 S Western Ave	90047	323-971-2114	CA	EBS Foods, LLC	Eddie Nieves
Los Angeles	228	805 W Manchester Ave	90044	323-751-5074	CA	Jumbo Fun Foods	Kevin Townsend
Los Angeles	224	12403 Washington Pl	90066	310-397-4845	CA	Sunrise Foods, LLC	Riju Sood
Los Angeles	290	2511 S Vermont Ave	90007	323-730-1461	CA	Sunrise Foods, LLC	Riju Sood
Los Angeles	291	10701 Venice Blvd	90034	310-836-2385	CA	Sunrise Foods, LLC	Riju Sood
Los Angeles	293	465 S Fairfax Ave	90036	323-936-7709	CA	Sunrise Foods, LLC	Riju Sood
Los Angeles	3345	5201 Wilshire Blvd	90036	323-965-8102	CA	Sunrise Foods, LLC	Riju Sood
Los Angeles	3507	1415 S Alameda St	90021	213-746-8827	CA	Sunrise Foods, LLC	Riju Sood
Los Angeles	5455	6300 Santa Monica Blvd	90038	323-645-7724	CA	Sunrise Foods, LLC	Riju Sood
Los Banos	3451	1370 E Pacheco Blvd	93635	209-829-0341	CA	Cal Valley Jack, Inc.	Anil Yadav
Los Banos	4389	1117 W Pacheco Blvd	93635	209-829-0391	CA	Cal Valley Jack, Inc.	Anil Yadav
Los Gatos	434	15771 Los Gatos Blvd	95032	669-356-1052	CA	Central Coast Restaurants Inc.	Mike Flores
Lost Hills	188	21958 Highway 46	93249	661-797-2442	CA	EBS Foods, LLC	Eddie Nieves
Lynwood	249	11390 Atlantic Ave	90262	310-631-6933	CA	TBS Foods, Inc.	Ben Nematzadeh
Madera	524	950 N Gateway Dr	93637	559-661-1412	CA	Fresno Foods, LLC	Ben Nematzadeh
Madera	5436	1545 E Yosemite Rd	93638	559-664-5138	CA	Fresno Foods, LLC	Ben Nematzadeh
Madera	5441	1800 Howard Rd.	93637	559-664-8920	CA	Fresno Foods, LLC	Ben Nematzadeh
Malibu	160	23017 Pacific Coast Hwy	90265	310-456-8943	CA	EBS Foods, LLC	Eddie Nieves
Manteca	498	1105 N Main St	95336	209-239-9525	CA	Varris Management, Inc.	Anil Yadav
Manteca	3427	1081 S Main St	95337	209-800-5574	CA	Amanat, Inc.	Anil Yadav
Manteca	4303	1310 E Yosemite Ave	95336	209-278-0073	CA	Amanat, Inc.	Anil Yadav
Marina	3485	211 Reservation Rd	93933	831-887-0500	CA	Central Coast Restaurants Inc.	Mike Flores
Martinez	523	3955 Alhambra Ave	94553	925-229-2288	CA	TJLM Food Services, Inc.	Lauren Tom
Marysville	488	810 E St	95901	530-645-7233	CA	YP Jacks, LLC	Dharmesh Patel
Maywood	225	3700 E Slauson Ave	90270	323-582-6622	CA	TBS Foods, Inc.	Ben Nematzadeh
Menifee	5347	26015 Newport Rd	92584	951-672-0095	CA	DMSD Foods, Inc.	David Beshay
Menifee	5450	26670 McCall Blvd	92586	951-239-4414	CA	DMSD Foods, Inc.	David Beshay
Menifee	5380	27256 Hwy 74	92585	951-438-0800	CA	S&S Coastal Foods, LLC	Sam Abraham
Menlo Park	3477	1401 Willow Rd	94025	650-644-1220	CA	South Bay Jack, Inc.	Mike Flores
Merced	465	595 W Olive Ave	95348	209-723-2443	CA	Fresno Foods, LLC	Ben Nematzadeh
Merced	580	1270 V St	95340	209-723-2465	CA	Fresno Foods, LLC	Ben Nematzadeh
Merced	5219	77 S Parsons Ave	95341	209-990-9688	CA	Yosi Foods, LLC	Ben Nematzadeh
Midway City	277	15232 Beach Blvd	92655	657-334-6180	CA	FEAST Foods, LLC	Ben Eramya
Milpitas	3411	1740 S Main St	95035	408-956-8655	CA	Golden State Jacks, Inc.	Akaash Yadav

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Mira Loma	3223	10960 Limonite Rd	91752	951-272-3673	CA	DMSD Foods, Inc.	David Beshay
Mission Viejo	3526	25800 Jeronimo Rd Ste 500	92691	949-768-7485	CA	GCP Enterprises, Inc.	Christina Perucci
Mission Viejo	3335	25852 El Paseo	92691	949-367-1909	CA	DMSD Foods, Inc.	David Beshay
Mission Viejo	3188	28651 Marguerite Pkwy	92692	949-364-9457	CA	S&S Coastal Foods, LLC	Sam Abraham
Modesto	442	2044 W Orangeburg Ave	95350	209-521-5578	CA	Cal Valley Jack, Inc.	Anil Yadav
Modesto	487	2612 Coffee Rd	95355	209-578-3151	CA	Cal Valley Jack, Inc.	Anil Yadav
Modesto	502	1239 Yosemite Blvd	95354	209-232-1055	CA	Amanat, Inc.	Anil Yadav
Modesto	508	3430 Tully Rd Ste 65	95350	209-526-4355	CA	Vansh, Inc.	Anil Yadav
Modesto	543	1624 J St	95354	209-900-5870	CA	Amanat, Inc.	Anil Yadav
Modesto	575	1800 Mchenry Ave	95350	209-576-2486	CA	Cal Valley Jack, Inc.	Anil Yadav
Modesto	3445	2937 E Hatch Rd	95351	209-538-4026	CA	Cal Valley Jack, Inc.	Anil Yadav
Modesto	3449	900 Oakdale Rd	95355	209-578-1799	CA	Cal Valley Jack, Inc.	Anil Yadav
Modesto	3468	801 Kansas Ave	95351	209-284-5700	CA	Amanat, Inc.	Anil Yadav
Modesto	3488	339 Paradise Ave	95351	209-521-0194	CA	Cal Valley Jack, Inc.	Anil Yadav
Modesto	3494	3621 Yosemite Blvd	95357	209-491-3689	CA	Amanat, Inc.	Anil Yadav
Modesto	4394	2301 Crows Landing Rd A	95351	209-537-2955	CA	Cal Valley Jack, Inc.	Anil Yadav
Mojave	3318	15536 Highway 14	93501	661-824-5303	CA	JIB Holdings I, LLC	Hamid Sharafatian
Monrovia	3250	100 W Duarte Rd	91016	626-303-0695	CA	FEAST Foods, LLC	Ben Eramya
Monrovia	5430	248 W Huntington Dr	91016	626-357-8302	CA	FEAST Foods, LLC	Ben Eramya
Montclair	5315	4565 Holt Blvd	91763	909-447-1214	CA	AMSU Financial, Inc.	Shahid Chaudhry
Montclair	193	9515 Central Ave	91763	909-624-7625	CA	Syed Enterprises, Inc.	SYED SULTAN
Montebello	3520	869 W Washington Blvd	90640	323-722-6943	CA	Three Powers Foods, Inc.	Cedric Fong
Montebello	245	108 N Garfield Ave	90640	323-724-3764	CA	JYM Enterprises, Inc.	Hisayo Maki
Montebello	255	706 W Beverly Blvd	90640	323-722-0211	CA	JYM Enterprises, Inc.	Hisayo Maki
Montebello	5353	892 N Garfield Ave	90640	323-724-3462	CA	JYM Enterprises, Inc.	Hisayo Maki
Monterey	9014	889 Abrego St	93940	831-275-3493	CA	Central Coast Restaurants Inc.	Mike Flores
Moorpark	5391	538 W New Los Angeles Ave	93021	805-553-9283	CA	Sood Enterprises, Inc.	Sudesh Sood
Moreno Valley	175	12477 Heacock St	92553	909-474-7767	CA	Restaurant Leadership Group, LLC	David Beshay
Moreno Valley	3349	23577 Sunnymead Ranch Pkwy	92557	951-247-7483	CA	Restaurant Leadership Group, LLC	David Beshay
Moreno Valley	5388	14485 Moreno Beach Dr	92555	951-601-1594	CA	Restaurant Leadership Group, LLC	David Beshay
Moreno Valley	5394	27030 Fir Ave	92555	951-243-2551	CA	Restaurant Leadership Group, LLC	David Beshay

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Moreno Valley	5423	24985 Elder Ave	92557	951-485-8020	CA	Restaurant Leadership Group, LLC	David Beshay
Morgan Hill	560	17015 Condit Rd	95037	408-763-5450	CA	Central Coast Restaurants Inc.	Mike Flores
Morgan Hill	3479	15855 Monterey Rd	95037	408-825-4970	CA	Central Coast Restaurants Inc.	Mike Flores
Mountain View	3425	510 N Shoreline Blvd	94043	650-964-0937	CA	JB Restaurant #3425, Inc.	Larry Jones
Mountain View	453	200 W El Camino Real	94040	650-964-4266	CA	Central Coast Restaurants Inc.	Mike Flores
Murrieta	3248	39878 Los Alamos Rd	92562	951-698-6544	CA	DMSD Foods, Inc.	David Beshay
Murrieta	3369	24620 Madison Ave	92562	951-696-5958	CA	DMSD Foods, Inc.	David Beshay
Murrieta	5368	39380 Murrieta Hot Springs Rd	92563	951-698-6800	CA	DMSD Foods, Inc.	David Beshay
Murrieta	5407	33080 Antelope Rd	92563	951-301-4101	CA	DMSD Foods, Inc.	David Beshay
Murrieta	5439	27608 Clinton Keith Road	92562	951-244-0439	CA	DMSD Foods, Inc.	David Beshay
Napa	4362	850 W Imola Ave	94559	707-690-4590	CA	Reshiv, Inc.	Anil Yadav
Napa	435	1641 Trancas St	94558	707-252-7015	CA	Napa Restaurants Inc.	Beryl Haroan
National City	3049	700 Roosevelt Ave	91950	619-477-5804	CA	Beshay Foods, Inc.	David Beshay
National City	80	3138 Plaza Blvd	91950	619-470-1008	CA	N Farooqi Properties, LLC	Nasir Farooqi
Needles	185	221 J St	92363	760-326-4746	CA	River Fast Foods, Inc.	Adel Farag
Newark	3481	39017 Cedar Blvd	94560	510-574-0695	CA	Amanat, Inc.	Anil Yadav
Newport Beach	3171	4625 W Coast Hwy	92663	949-650-1763	CA	KIPER ENTERPRISES, INC.	Christina Perucci
Norco	198	2065 River Rd	92860	951-734-0362	CA	FEAST Foods, LLC	Ben Eramya
Norco	3212	1491 6th St	92860	951-737-1496	CA	S&S Coastal Foods, LLC	Sam Abraham
North Hollywood	314	6551 Lankershim Blvd	91606	818-763-3818	CA	Sood Enterprises, Inc.	Sudesh Sood
North Hollywood	3183	12900 Sherman Way	91605	818-982-5225	CA	Sood Enterprises, Inc.	Usha Sood
North Palm Springs	3388	6555 Indian Cyn	92258	760-251-0206	CA	Desert Jack, LLC	Hamid Sharafatian
Northridge	307	8322 Balboa Blvd	91325	818-345-6492	CA	New Generation Foods, LLC	Ben Eramya
Northridge	190	11216 Tampa Ave	91326	818-368-9941	CA	Ocean View Foods, Inc.	Heather Goss
Northridge	344	9433 Reseda Blvd	91324	818-885-8261	CA	Ocean View Foods, Inc.	Heather Goss
Northridge	317	19322 Roscoe Blvd	91324	818-885-8149	CA	Newco Foods, Inc.	Sudesh Sood
Norwalk	217	12060 Rosecrans Ave	90650	562-929-6531	CA	TBS Foods, Inc.	Ben Nematzadeh
Norwalk	3169	12603 Norwalk Blvd	90650	562-868-5677	CA	Three Powers Foods, Inc.	Cedric Fong
Norwalk	288	11353 Firestone Blvd	90650	562-929-0132	CA	LMS Group, Inc.	Lee Su
Novato	4382	7135 Redwood Blvd	94945	415-878-0465	CA	Reshiv, Inc.	Anil Yadav
Novato	473	301 Enfrente Rd	94949	415-883-8196	CA	TJLM Food Services, Inc.	Lauren Tom
Oakdale	514	606 E F St	95361	209-847-2598	CA	Cal Valley Jack, Inc.	Anil Yadav

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Oakhurst	4372	40070 Highway 49	93644	559-658-6061	CA	Fresno Foods, LLC	Ben Nematzadeh
Oakland	413	6510 Telegraph Ave	94609	510-547-5241	CA	Dhillon & Hurtado Enterprises LLC	Nancy Silva
Oakland	420	2424 E International Blvd	94601	510-261-1335	CA	Dhillon & Hurtado Enterprises LLC	Nancy Silva
Oakland	433	4425 Telegraph Ave	94609	510-652-2363	CA	Dhillon & Hurtado Enterprises LLC	Nancy Silva
Oakland	533	532 Hegenberger Rd	94621	510-632-3346	CA	Dhillon & Hurtado Enterprises LLC	Nancy Silva
Oakley	578	2185 Main St	94561	925-450-3100	CA	AKKAM, INC.	Anil Yadav
Oceanside	89	3808 Plaza Dr	92056	760-941-0841	CA	Restaurant Leadership Group, LLC	David Beshay
Oceanside	3026	4211 Oceanside Blvd	92056	760-758-2964	CA	Beshay Foods, Inc.	David Beshay
Oceanside	3061	3909 Mission Ave	92054	760-439-9852	CA	Beshay Foods, Inc.	David Beshay
Oceanside	3068	1900 Mission Ave	92054	760-967-3971	CA	Beshay Foods, Inc.	David Beshay
Oceanside	98	2474 Vista Way	92054	760-966-0041	CA	Ocean Restaurant Group, Inc.	Garren Grieve
Ontario	373	1551 E 4th St	91764	909-984-3114	CA	AMSU Financial, Inc.	Shahid Chaudhry
Ontario	3381	2458 S Vineyard Ave	91761	909-923-5743	CA	AMSU Financial, Inc.	Shahid Chaudhry
Ontario	3384	4351 Ontario Mills Pkwy	91764	909-484-4842	CA	AMSU Financial, Inc.	Shahid Chaudhry
Ontario	3555	1840 Holt Blvd	91761	909-395-9987	CA	AMSU Financial, Inc.	Shahid Chaudhry
Ontario	3578	3500 E Philadelphia St	91761	909-923-5966	CA	AW Malik, Inc.	Shahid Chaudhry
Ontario	5330	800 S Mountain Ave Ste A	91762	909-988-7568	CA	AMSU Financial, Inc.	Shahid Chaudhry
Ontario	5345	2710 Riverside Dr	91761	909-773-1706	CA	AMSU Financial, Inc.	Shahid Chaudhry
Ontario	5360	4880 Motor Ln Bldg A	91761	909-605-2705	CA	AW Malik, Inc.	Shahid Chaudhry
Ontario	5371	1780 S Grove Ave	91761	909-947-7049	CA	AW Malik, Inc.	Shahid Chaudhry
Orange	196	2500 N Tustin St	92865	714-998-1450	CA	JDC Food Services, Inc.	Caryn Ochoa
Orange	282	3111 E Chapman Ave	92869	714-532-5029	CA	JDC Food Services, Inc.	Caryn Ochoa
Orange	5390	3050 W Chapman Ave	92868	714-634-3686	CA	Makar Foods, Inc.	Karen Graffius
Orange	3305	431 W Katella Ave	92867	714-744-4129	CA	Jokar Enterprises, Inc.	Mark O. Graffius
Orcutt	189	5001 Orcutt Rd	93455	805-937-7771	CA	SBF Foods, LLC	Pankaj Bhatia
Oroville	515	1797 Oro Dam Blvd	95965	530-534-3032	CA	YP Jacks, LLC	Dharmesh Patel
Otay Mesa	3071	942 Dennery Rd	92154	619-942-5444	CA	DMSD Foods, Inc.	David Beshay
Oxnard	3252	960 N Ventura Rd	93030	805-485-8959	CA	AmberJack Partners	Heather Goss
Oxnard	3353	550 S Victoria Ave	93035	805-985-2420	CA	AmberJack Partners	Heather Goss
Oxnard	3237	2580 E Vineyard Ave	93036	805-485-0773	CA	Caltex Foods, Inc.	Mike Herrick

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Palm Desert	5363	36555 Cook St	92211	760-773-3025	CA	Desert Jack, LLC	Hamid Sharafatian
Palm Springs	3583	694 S Palm Canyon Dr	92264	760-416-2543	CA	Desert Jack, LLC	Hamid Sharafatian
Palm Springs	5381	5200 E Ramon Rd	92264	760-325-4936	CA	Desert Jack, LLC	Hamid Sharafatian
Palmdale	363	564 E Palmdale Blvd	93550	661-378-1219	CA	Envision Foods, LLC	Hamid Sharafatian
Palmdale	3352	570 W Avenue P	93551	661-273-8261	CA	JIB Holdings I, LLC	Hamid Sharafatian
Palmdale	3596	37070 47th St E	93552	661-285-7382	CA	JIB Holdings I, LLC	Hamid Sharafatian
Palmdale	5495	3861 W Rancho Vista Blvd.	93551	661-964-5200	CA	Allied Restaurant Management, LLC	Hamid Sharafatian
Palo Alto	455	2280 El Camino Real	94306	650-856-0350	CA	Golden State Jacks, Inc.	Akaash Yadav
Panorama City	306	15342 Roscoe Blvd	91402	818-892-7059	CA	Bromley Foods, Inc.	Heather Goss
Paramount	3206	7930 Rosecrans Ave	90723	562-633-6232	CA	TBS Foods, Inc.	Ben Nematzadeh
Paramount	215	8433 Alondra Blvd	90723	562-408-4951	CA	Highland Food Express, Inc.	Hai Zaidul
Pasadena	183	1415 E Colorado Blvd	91106	626-792-7076	CA	Ocean View Foods, Inc.	Heather Goss
Pasadena	323	30 N Rosemead Blvd	91107	626-304-9356	CA	JYM Enterprises, Inc.	Lisa Maki
Paso Robles	171	2304 Spring St	93446	805-238-9002	CA	SBF Foods, LLC	Pankaj Bhatia
Paso Robles	3505	1900 Ramada Dr	93446	805-226-8262	CA	SBF Foods, LLC	Pankaj Bhatia
Paso Robles	4356	1499 Creston Rd	93446	805-237-2514	CA	SBF Foods, LLC	Pankaj Bhatia
Paso Robles	5414	2500 Golden Hill Rd	93446	805-237-0779	CA	SBF Foods, LLC	Pankaj Bhatia
Patterson	3460	15050 Rogers Rd	95363	209-892-2206	CA	Cal Valley Jack, Inc.	Anil Yadav
Petaluma	484	837 E Washington St	94952	707-763-3612	CA	Shahmun Corporation	Ahsan Khan
Petaluma	596	1401 N Mcdowell Blvd	94954	707-664-1021	CA	Shahmun Corporation	Ahsan Khan
Pico Rivera	3175	6750 Rosemead Blvd	90660	562-949-5097	CA	Three Powers Foods, Inc.	Cedric Fong
Pinole	436	2689 Pinole Valley Rd	94564	510-758-2346	CA	TJLM Food Services, Inc.	Lauren Tom
Pismo Beach	4363	334 Five Cities Dr	93449	805-556-0580	CA	SBF Foods, LLC	Pankaj Bhatia
Placentia	3548	2097 E Orangethorpe Ave	92870	657-208-2110	CA	Graffy Foods, Inc.	Mark B. Graffius
Placentia	3203	797 W Orangethorpe Ave	92870	714-572-3924	CA	Jokar Enterprises, Inc.	Mark O. Graffius
Placentia	3253	1097 E Imperial Hwy	92870	714-528-2960	CA	Square King Foods, Inc.	Sam Fong
Placerville	541	3945 Missouri Flat Rd	95667	530-626-1898	CA	YP Jacks, LLC	Dharmesh Patel
Pleasant Hill	414	1817 Contra Costa Blvd	94523	925-685-3542	CA	AKKAM, INC.	Anil Yadav
Pleasanton	476	4295 Valley Ave	94566	925-462-3880	CA	Shiv Legacy, LLC	Larry Jones
Pleasanton	4365	1875 Valley Ave	94566	925-485-6021	CA	Shiv Legacy, LLC	Larry Jones
Pomona	164	100 E Holt Ave	91767	909-620-5896	CA	FEAST Foods, LLC	Ben Eramya
Pomona	3227	1670 W Mission Blvd	91766	909-326-1322	CA	Highland Food Express, Inc.	Hai Zaidul
Pomona	197	101 W Foothill Blvd	91767	909-596-0029	CA	S&S Coastal Foods, LLC	Sam Abraham
Pomona	3320	2098 S Garey Ave	91766	909-613-0425	CA	AW Malik, Inc.	Shahid Chaudhry

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Pomona	3547	2775 S Reservoir St	91766	909-628-5010	CA	AMSU Financial, Inc.	Shahid Chaudhry
Pomona	3587	1335 N Dudley St	91768	909-622-1004	CA	AMSU Financial, Inc.	Shahid Chaudhry
Port Hueneme	5403	814 N Ventura Rd	93041	805-483-9010	CA	Caltex Foods, Inc.	Mike Herrick
Porterville	501	390 W Olive Ave	93257	559-781-0155	CA	JIB Central, LLC	Luis Velasco
Porterville	4337	1075 W Henderson Ave	93257	559-788-2400	CA	JIB Central, LLC	Luis Velasco
Poway	51	12424 Poway Rd	92064	858-486-1170	CA	QSC Ventures Inc.	Chuck Stauffer
Ramona	77	1056 Main St	92065	760-789-6428	CA	Beshay Foods, Inc.	David Beshay
Rancho Cordova	499	10699 Folsom Blvd	95670	279-895-7500	CA	Vanmel, Inc.	Anil Yadav
Rancho Cucamonga	3522	8840 Foothill Blvd	91730	909-944-3688	CA	OC Food Express, Inc.	Hai Zaidul
Rancho Cucamonga	3299	11767 Foothill Blvd	91730	909-980-3441	CA	AMSU Financial, Inc.	Greg Gribble
Rancho Cucamonga	5300	10473 Alta Loma Dr	91737	909-483-6335	CA	AW Malik, Inc.	Shahid Chaudhry
Rancho Palos Verdes	382	29317 S Western Ave	90275	310-831-3509	CA	Dhillon Foods, Inc.	Priya Dhillon
Rancho Santa Margarita	3387	28592 Oso Pkwy	92688	949-766-5980	CA	KIPER ENTERPRISES, INC.	Christina Perucci
Red Bluff	3403	1075 S Main St	96080	530-529-2805	CA	Chico Foods, LLC	Asheet Sharma
Redding	3486	4085 Railroad Ave	96001	530-244-3828	CA	Chico Foods, LLC	Asheet Sharma
Redding	4361	800 E Cypress Ave	96002	530-226-9478	CA	Chico Foods, LLC	Asheet Sharma
Redlands	3177	605 E Redlands Blvd	92373	909-633-7818	CA	Beshay Foods, Inc.	David Beshay
Redlands	3297	2062 W Redlands Blvd	92373	909-253-1981	CA	SB Food Express, Inc.	Hai Zaidul
Redlands	5487	1248 Wabash Ave	92359	909-810-1138	CA	LA Food Express, LLC	Hai Zaidul
Redwood City	438	3199 El Camino Real	94061	650-365-4655	CA	Shiv Legacy, LLC	Larry Jones
Redwood City	469	986 Woodside Rd	94061	408-515-1327	CA	SCH Restaurant Group, Inc.	Bill Hsia
Redwood City	525	1205 Broadway St	94063	408-515-1770	CA	SCH Restaurant Group, Inc.	Bill Hsia
Reedley	3512	605 I St	93654	559-637-7178	CA	JIB Central, LLC	Luis Velasco
Reseda	5357	6820 Reseda Blvd	91335	818-708-3501	CA	Sood Enterprises, Inc.	Nikki Sood
Rialto	162	316 W Foothill Blvd	92376	909-875-0890	CA	Beshay Foods, Inc.	David Beshay
Ridgecrest	3314	919 S China Lake Blvd	93555	760-375-1953	CA	JIB Holdings I, LLC	Hamid Sharafatian
Ripon	4348	1442 Colony Rd Ste B	95366	209-599-5871	CA	Varris Management, Inc.	Anil Yadav
Riverbank	4344	2246 Patterson Rd	95367	209-863-8924	CA	Varris Management, Inc.	Anil Yadav
Riverside	3213	3450 La Sierra Ave	92503	951-687-7580	CA	JDC Food Services, Inc.	Caryn Ochoa
Riverside	356	3521 Central Ave	92506	951-698-0703	CA	DCF Enterprises, LLC	David Beshay

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Riverside	379	3434 14th St	92501	951-226-0563	CA	DCF Enterprises, LLC	David Beshay
Riverside	392	9195 Jurupa Rd	92509	951-681-6161	CA	Beshay Foods, Inc.	David Beshay
Riverside	3164	7810 Limonite Ave	92509	951-685-6720	CA	DMSD Foods, Inc.	David Beshay
Riverside	3193	10151 Ben Nevis Blvd	92509	951-681-1189	CA	Beshay Foods, Inc.	David Beshay
Riverside	3266	19586 Van Buren Blvd	92508	951-653-8443	CA	Beshay Foods, Inc.	David Beshay
Riverside	5467	1001 E Alessandro Blvd	92508	951-653-5467	CA	DMSD Foods, Inc.	David Beshay
Riverside	5468	1115 W La Cadena Dr	92501	951-289-9087	CA	DMSD Foods, Inc.	David Beshay
Riverside	345	5126 Arlington Ave	92504	951-354-8859	CA	Envision Foods, LLC	Hamid Sharafatian
Riverside	3518	5700 Sycamore Canyon Blvd	92507	951-787-8079	CA	Desert Jack, LLC	Hamid Sharafatian
Riverside	3581	3886 Chicago Ave	92507	951-786-3974	CA	Desert Jack, LLC	Hamid Sharafatian
Riverside	179	3981 Tyler St	92503	951-689-8470	CA	S&S Coastal Foods, LLC	Sam Abraham
Rocklin	585	4410 Rocklin Rd	95677	916-625-9383	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Rocklin	3435	6691 Stanford Ranch Rd	95677	916-625-9232	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Rohnert Park	456	6299 Commerce Blvd	94928	707-585-3515	CA	TJLM Food Services, Inc.	Lauren Tom
Rosamond	5339	3033 25th St W	93560	661-256-5920	CA	JIB Holdings I, LLC	Hamid Sharafatian
Rosemead	3504	820 San Gabriel Blvd	91770	626-569-0363	CA	JYM Enterprises, Inc.	Hisayo Maki
Rosemead	3566	3038 San Gabriel Blvd	91770	626-569-0663	CA	JYM Enterprises, Inc.	Hisayo Maki
Rosemead	308	4216 N Rosemead Blvd	91770	626-285-7984	CA	JYM Enterprises, Inc.	John Maki
Roseville	570	1923 Douglas Blvd	95661	916-782-8003	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Roseville	3426	8655 Auburn Blvd	95661	916-742-6856	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Roseville	4402	5150 Foothills Blvd	95747	916-771-4402	CA	Anand, Inc.	Dharmesh Patel
Rowland Heights	346	18950 Colima Rd	91748	626-913-7717	CA	Three Powers Foods, Inc.	Cedric Fong
Sacramento	492	5800 Freeport Blvd	95822	916-395-5790	CA	Amanat, Inc.	Anil Yadav
Sacramento	532	4849 Madison Ave	95841	916-283-7550	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Sacramento	593	2560 W El Camino Ave	95833	916-567-9692	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Sacramento	594	7795 Stockton Blvd	95823	916-689-3755	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Sacramento	3472	9680 Business Park Dr	95827	279-346-6677	CA	Vanmel, Inc.	Anil Yadav
Sacramento	4329	4435 Florin Rd	95823	916-391-0200	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Sacramento	4330	4300 Madison Ave	95842	916-407-0500	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Sacramento	548	2293 Arden Way	95825	916-922-9569	CA	Devika Restaurants Inc.	Dave Sagar
Sacramento	481	3500 Marconi Ave	95821	916-481-2264	CA	Anand, Inc.	Dharmesh Patel
Sacramento	566	5420 Stockton Blvd	95820	279-895-9013	CA	Anand, Inc.	Dharmesh Patel
Sacramento	3402	6300 Power Inn Rd	95824	916-387-6579	CA	Anand, Inc.	Dharmesh Patel
Sacramento	3413	4128 Norwood Ave	95838	916-922-2125	CA	YP Jacks, LLC	Dharmesh Patel
Sacramento	3421	8750 La Riviera Dr	95826	279-895-7890	CA	Anand, Inc.	Dharmesh Patel

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Sacramento	4305	4601 Broadway	95820	916-455-8690	CA	Anand, Inc.	Dharmesh Patel
Sacramento	4326	2750 Del Paso Rd	95834	916-285-6753	CA	YP Jacks, LLC	Dharmesh Patel
Sacramento	4404	8349 Folsom Blvd	95826	279-895-6469	CA	Anand, Inc.	Dharmesh Patel
Salinas	450	645 S Main St	93901	831-783-5402	CA	Central Coast Restaurants Inc.	Mike Flores
Salinas	3422	1810 N Main St	93906	831-219-3998	CA	Central Coast Restaurants Inc.	Mike Flores
Salinas	3459	1225 De La Torre St	93905	831-783-5420	CA	Central Coast Restaurants Inc.	Mike Flores
Salinas	4339	1540 N Sanborn Rd	93905	831-783-5550	CA	Central Coast Restaurants Inc.	Mike Flores
Salinas	4393	975 N Main St	93906	831-783-5396	CA	Central Coast Restaurants Inc.	Mike Flores
San Bernardino	3195	4020 University Pkwy	92407	909-880-1257	CA	Beshay Foods, Inc.	David Beshay
San Bernardino	3584	1141 W Highland Ave	92405	909-883-6577	CA	Beshay Foods, Inc.	David Beshay
San Bernardino	163	497 S E St	92401	909-440-9591	CA	SB Food Express, Inc.	Hai Zaidul
San Bernardino	177	1605 E Highland Ave	92404	909-884-8915	CA	OC Food Express, Inc.	Hai Zaidul
San Bernardino	194	495 N D St	92401	909-889-4984	CA	OC Food Express, Inc.	Hai Zaidul
San Bernardino	371	303 E Base Line St	92410	909-453-0656	CA	OC Food Express, Inc.	Hai Zaidul
San Bernardino	5322	1148 Coulston St	92408	909-796-4517	CA	SB Food Express, Inc.	Hai Zaidul
San Bernardino	5415	25699 Baseline St	92410	909-233-4703	CA	Highland Food Express, Inc.	Hai Zaidul
San Bernardino	5308	193 E 40th St	92404	909-883-6737	CA	Desert Jack, LLC	Hamid Sharafatian
San Bernardino	5478	3265 W Little League Dr	92407	909-892-1916	CA	Allied Restaurant Management, LLC	Hamid Sharafatian
San Carlos	468	1100 El Camino Real	94070	650-592-3124	CA	Golden State Jacks, Inc.	Akaash Yadav
San Clemente	378	2398 S El Camino Real	92672	949-498-7530	CA	KIPER ENTERPRISES, INC.	Christina Perucci
San Diego	29	5155 College Ave	92115	619-286-0433	CA	PGC Foods, LLC	Arturo Covarrubias
San Diego	90	1619 Pacific Hwy	92101	619-232-7316	CA	PGC Foods, LLC	Arturo Covarrubias
San Diego	3012	3801 Murphy Canyon Rd	92123	858-467-1421	CA	PGC Foods, LLC	Arturo Covarrubias
San Diego	3021	7740 Hazard Center Dr	92108	619-295-6421	CA	PGC Foods, LLC	Arturo Covarrubias
San Diego	37	7170 Linda Vista Rd	92111	858-571-1671	CA	Charles J. Stauffer	Chuck Stauffer
San Diego	60	9380 Mira Mesa Blvd	92126	858-566-0052	CA	QSC Ventures Inc.	Chuck Stauffer
San Diego	13	3850 Clairemont Mesa Blvd	92117	858-273-5861	CA	Beshay Foods, Inc.	David Beshay
San Diego	14	6080 Mission Gorge Rd	92120	619-325-1799	CA	DMSD Foods, Inc.	David Beshay
San Diego	18	2890 El Cajon Blvd	92104	619-283-3412	CA	DMSD Foods, Inc.	David Beshay
San Diego	21	4751 El Cajon Blvd	92115	619-583-6942	CA	DMSD Foods, Inc.	David Beshay
San Diego	23	2959 Upas St	92104	619-295-8443	CA	DMSD Foods, Inc.	David Beshay
San Diego	26	3838 Midway Dr	92110	858-256-7164	CA	DMSD Foods, Inc.	David Beshay
San Diego	31	1110 C St	92101	619-234-0785	CA	DMSD Foods, Inc.	David Beshay

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
San Diego	69	16725 Bernardo Center Dr	92128	858-485-5413	CA	Restaurant Leadership Group, LLC	David Beshay
San Diego	72	10809 Tierrasanta Blvd	92124	858-268-8228	CA	DMSD Foods, Inc.	David Beshay
San Diego	87	7425 Mission Gorge Rd	92120	619-265-2188	CA	DMSD Foods, Inc.	David Beshay
San Diego	3034	14371 Penasquitos Dr	92129	858-672-4637	CA	Restaurant Leadership Group, LLC	David Beshay
San Diego	3077	2890 National Ave	92113	619-446-0000	CA	DMSD Foods, Inc.	David Beshay
San Diego	8	4815 Voltaire St	92107	619-223-7714	CA	MZM Foods, Inc.	Maher Samaan
San Diego	33	220 W Washington St	92103	619-260-8306	CA	MZM Foods, Inc.	Maher Samaan
San Diego	44	1905 Garnet Ave	92109	858-272-5712	CA	MZM Foods, Inc.	Maher Samaan
San Diego	3018	4375 Genesee Ave	92117	858-627-9738	CA	MZM Foods, Inc.	Maher Samaan
San Diego	3045	10537 Scripps Poway Pkwy	92131	858-549-9163	CA	MZM Foods, Inc.	Maher Samaan
San Diego	3086	6926 Miramar Rd	92121	858-547-9418	CA	MS Restaurants, Inc.	Maher Samaan
San Diego	3058	2525 Otay Center Dr	92154	619-710-2427	CA	Farooqi Restaurant Management, Inc.	Nasir Farooqi
San Diego	22	1340 Rosecrans St	92106	619-222-7608	CA	MZM Foods, Inc.	Zak Samaan
San Diego	84	804 University Ave	92103	619-298-1273	CA	MZM Foods, Inc.	Zak Samaan
San Diego	95	13245 Black Mountain Rd	92129	858-484-7696	CA	MZM Foods, Inc.	Zak Samaan
San Diego	3053	9215 Clairemont Mesa Blvd	92123	858-573-2972	CA	MZM Foods, Inc.	Zak Samaan
San Diego	3076	Terminal 2, Space 2035	92101	619-297-0095	CA	SSP America, Inc.	
San Diego	3088	100 Park Blvd #325	92101		CA	California Sportservice, Inc.	
San Dimas	3389	1125 W Arrow Hwy	91773	909-394-1919	CA	AMSU Financial, Inc.	Shahid Chaudhry
San Francisco	545	400 Geary St	94102	415-673-0868	CA	Gul Food Management, Inc.	Khan Khan
San Francisco	556	366 Bayshore Blvd	94124	415-641-8467	CA	Gul Food Management, Inc.	Khan Khan
San Francisco	558	4649 Geary Blvd	94118	415-752-4916	CA	Gul Food Management, Inc.	Khan Khan
San Gabriel	312	901 W Las Tunas Dr	91776	626-570-6131	CA	JYM Enterprises, Inc.	Hisayo Maki
San Jacinto	3272	770 W Ramona Expy	92582	951-654-3374	CA	Restaurant Leadership Group, LLC	David Beshay
San Jacinto	5392	2291 W Esplanade Ave	92582	951-260-0251	CA	Restaurant Leadership Group, LLC	David Beshay
San Jose	407	1075 Willow St	95125	408-947-1488	CA	Golden State Jacks, Inc.	Akaash Yadav
San Jose	3430	697 Curtner Ave	95125	408-267-6682	CA	Golden State Jacks, Inc.	Akaash Yadav
San Jose	4408	1490 Monterey Rd	95110	408-295-5357	CA	Golden State Jacks, Inc.	Akaash Yadav
San Jose	506	2195 Morrill Ave	95132	408-262-0633	CA	AKKAM, INC.	Anil Yadav
San Jose	590	3395 Stevens Creek Blvd	95117	408-599-4371	CA	JIB Restaurant Group, Inc.	Bill Hsia

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
San Jose	3443	3493 Mckee Rd	95127	408-599-4664	CA	JIB Restaurant Group, Inc.	Bill Hsia
San Jose	485	611 E Capitol Expy	95111	408-578-5057	CA	LJ & MW Enterprises Inc	Larry Jones
San Jose	3464	6101 San Ignacio Ave	95119	408-629-4465	CA	JB Restaurant #3464, Inc.	Harry Tsai
San Jose	439	1558 W San Carlos St	95126	408-293-9605	CA	East Bay Jack Corporation	Karan Gogri
San Jose	458	4602 Almaden Expy	95118	408-723-3845	CA	South Bay Jack, Inc.	Mike Flores
San Jose	409	148 E San Carlos St	95112	669-230-4105	CA	Gogris Corporation	Shilpa Gogri
San Leandro	4391	15025 Hesperian Blvd	94578	510-346-5390	CA	Parivar, Inc.	Anil Yadav
San Leandro	540	699 Lewelling Blvd Ste 120	94579	510-352-4849	CA	Dhillon & Hurtado Enterprises LLC	Nancy Silva
San Lorenzo	491	17550 Hesperian Blvd	94580	510-481-2697	CA	Dhillon & Hurtado Enterprises LLC	Nancy Silva
San Luis Obispo	3290	390 Santa Rosa St	93405	805-547-0852	CA	SBF Foods, LLC	Pankaj Bhatia
San Marcos	71	1655 Capalina Rd	92069	760-744-9144	CA	Beshay Foods, Inc.	David Beshay
San Marcos	96	717 San Marcos Blvd	92078	760-744-2893	CA	Beshay Foods, Inc.	David Beshay
San Pablo	542	14395 San Pablo Ave	94806	510-778-1180	CA	SA UZ Khan Mgmt, Inc.	Khan Khan
San Pablo	4353	50 San Pablo Towne Ctr	94806	510-412-9712	CA	Gul Food Management, Inc.	Khan Khan
San Rafael	461	1814 2nd St	94901	628-243-9499	CA	North Bay Jack, Inc.	Anil Yadav
Sanger	519	1300 Jensen Ave	93657	559-875-7824	CA	Fresno Foods, LLC	Ben Nematzadeh
Santa Ana	3241	2502 S Harbor Blvd	92704	714-662-3563	CA	GCP Enterprises, Inc.	Gino Perucci
Santa Ana	3158	820 N Harbor Dr	92703	714-554-1692	CA	SB Food Express, Inc.	Hai Zaidul
Santa Ana	157	1502 S Main St	92707	714-543-9433	CA	Kigar, LLC	Jaime Garcia
Santa Ana	3187	720 E Dyer Rd	92705	714-546-4296	CA	Makar Foods, Inc.	Karen Graffius
Santa Ana	5481	1406 E First St	92701	714-617-5695	CA	Makar Foods, Inc.	Karen Graffius
Santa Ana	3198	1300 W Edinger Ave	92704	714-754-7290	CA	PCH Venture Group East, Inc.	Lee Su
Santa Ana	3527	3710 S Bristol St	92704	714-241-1185	CA	LMS Group, Inc.	Lee Su
Santa Ana	3545	1730 E Edinger Ave	92705	714-259-7824	CA	Jokar Enterprises, Inc.	Mark O. Graffius
Santa Ana	397	719 N Bristol St	92703	714-835-4610	CA	S&S Coastal Foods, LLC	Sam Abraham
Santa Ana	3180	601 N Main St	92701	714-836-4368	CA	S&S Coastal Foods, LLC	Sam Abraham
Santa Barbara	359	3747 State St	93105	805-682-8674	CA	SBF Foods, LLC	Pankaj Bhatia
Santa Barbara	366	501 N Milpas St	93103	805-965-7714	CA	SBF Foods, LLC	Pankaj Bhatia
Santa Clara	423	911 El Camino Real	95050	408-244-0255	CA	Golden State Jacks, Inc.	Akaash Yadav
Santa Clara	3467	3465 Homestead Rd	95051	408-599-0306	CA	JIB Restaurant Group, Inc.	Bill Hsia
Santa Clara	401	3367 El Camino Real	95051	408-249-7940	CA	JB Restaurant #401, Inc.	Larry Jones
Santa Clara	4388	2845 Augustine Dr	95054	408-969-0887	CA	JB Restaurant #4388, Inc.	Larry Jones
Santa Clarita	3344	26547 Bouquet Canyon Rd	91350	661-297-4881	CA	New Generation Foods, LLC	Ben Eramya

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Santa Clarita	3595	18525 Via Princessa	91387	661-251-0017	CA	New Generation Foods, LLC	Ben Eramya
Santa Clarita	369	22908 Lyons Ave	91321	661-254-3330	CA	Newco Foods, Inc.	Sudesh Sood
Santa Cruz	444	640 Ocean St	95060	831-226-1420	CA	Central Coast Restaurants Inc.	Mike Flores
Santa Fe Springs	5333	13402 Imperial Hwy	90670	562-407-2069	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Santa Maria	3209	1041 E Main St	93454	805-346-1190	CA	SBF Foods, LLC	Pankaj Bhatia
Santa Maria	3317	2306 S Broadway	93454	805-922-0627	CA	SBF Foods, LLC	Pankaj Bhatia
Santa Maria	5275	705 E Betteravia Rd	93454	805-287-9657	CA	SBF Foods, LLC	Pankaj Bhatia
Santa Maria	9001	830 S Broadway	93454	805-922-5693	CA	SBF Foods, LLC	Pankaj Bhatia
Santa Monica	274	2025 Lincoln Blvd	90405	310-450-2927	CA	Dhillon Foods, Inc.	Priya Dhillon
Santa Monica	153	802 Santa Monica Blvd	90401	310-458-3584	CA	Sage Restaurants LLC	Wilfredo Herrera
Santa Paula	165	306 S Palm Ave	93060	805-525-7992	CA	Newco Foods, Inc.	Sudesh Sood
Santa Rosa	497	2550 Hoen Frontage Rd	95405	707-526-9050	CA	Reshiv, Inc.	Anil Yadav
Santa Rosa	554	425 Sebastopol Rd	95407	707-571-0153	CA	North Bay Jack, Inc.	Anil Yadav
Santa Rosa	3497	2755 Santa Rosa Ave	95407	707-535-0258	CA	North Bay Jack, Inc.	Anil Yadav
Santa Rosa	581	3086 Marlow Rd	95403	707-545-5834	CA	Gul Food Management, Inc.	Khan Khan
Santa Rosa	463	1004 Steele Ln	95403	707-526-9877	CA	TJLM Food Services, Inc.	Lauren Tom
Santee	20	9337 Mission Gorge Rd	92071	619-448-1245	CA	PGC Foods, LLC	Arturo Covarrubias
Santee	3007	10330 Mast Blvd	92071	619-562-4473	CA	DMSD Foods, Inc.	David Beshay
Santee	3056	8500 Magnolia Ave	92071	619-258-5492	CA	DMSD Foods, Inc.	David Beshay
Scotts Valley	4401	6014 Scotts Valley Dr	95066	831-430-9262	CA	Golden State Jacks, Inc.	Akaash Yadav
Seaside	454	1533 Fremont Blvd	93955	831-200-1603	CA	Central Coast Restaurants Inc.	Mike Flores
Selma	3395	2867 Highland Ave	93662	559-898-0206	CA	JIB Central, LLC	Luis Velasco
Sepulveda	3565	15651 Nordhoff St	91343	818-893-9919	CA	Sood Enterprises, Inc.	Nikki Sood
Signal Hill	5409	801 E Spring St	90755	562-426-3069	CA	Jushen Restaurants, Inc.	Priya Dhillon
Simi Valley	3281	1579 Los Angeles Ave	93065	805-520-1666	CA	AmberJack Partners	Heather Goss
Simi Valley	3365	5798 E Los Angeles Ave	93063	805-526-2440	CA	Ocean View Foods, Inc.	Heather Goss
Simi Valley	3540	130 Cochran St	93065	805-955-0799	CA	AmberJack Partners	Heather Goss
Sonoma	3466	602 W Napa St	95476	707-931-1500	CA	North Bay Jack, Inc.	Anil Yadav
Sonora	518	13751 Mono Way	95370	209-532-2900	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
South Gate	5494	8706 Juniper St	90002	818-389-7208	CA	Downtown Foods, LLC	Ben Nematzadeh
South Gate	3228	8920 Atlantic Ave	90280	323-569-2335	CA	Dhillon Foods, Inc.	Priya Dhillon
South Lake Tahoe	7321	2649 Lake Tahoe Blvd	96150	775-360-2621	CA	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
South San Francisco	448	201 S Spruce St	94080	650-379-6541	CA	AV Inc.	Anil Yadav

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
South San Francisco	516	1695 El Camino Real	94080	650-994-8150	CA	Resham, Inc.	Anil Yadav
Spring Valley	65	10255 Campo Rd	91978	619-660-0905	CA	PGC Foods, LLC	Arturo Covarrubias
Spring Valley	73	1047 Sweetwater Rd	91977	619-464-0705	CA	Charles J. Stauffer	Chuck Stauffer
Stanton	3204	7482 Katella Ave	90680	714-891-6024	CA	Makar Foods, Inc.	Karen Graffius
Stockton	460	6200 Pacific Ave	95207	209-800-7090	CA	Yadav, Inc.	Anil Yadav
Stockton	464	1504 Pacific Ave	95204	209-337-3756	CA	Varris Management, Inc.	Anil Yadav
Stockton	534	2592 W March Ln	95207	209-951-6424	CA	Varris Management, Inc.	Anil Yadav
Stockton	565	3506 W Hammer Ln	95219	209-951-6818	CA	Yadav, Inc.	Anil Yadav
Stockton	3408	4989 S Highway 99	95215	209-425-0640	CA	Varris Management, Inc.	Anil Yadav
Stockton	4370	733 W Charter Wy	95206	209-800-3630	CA	Vansh, Inc.	Anil Yadav
Stockton	4374	10858 Trinity Park Way	95219	209-800-3650	CA	Varris Management, Inc.	Anil Yadav
Stockton	4406	1916 E March Ln	95210	209-662-8317	CA	AV Inc.	Anil Yadav
Stockton	486	920 E Hammer Ln	95210	209-473-7016	CA	YP 486, LLC	Dharmesh Patel
Suisun City	3483	499 Grizzly Island Rd	94585	707-426-6119	CA	Golden State Jacks, Inc.	Anil Yadav
Sun Valley	341	7955 Vineland Ave	91352	818-764-0359	CA	Bromley Foods, Inc.	Heather Goss
Sunset Beach	285	17243 Pacific Coast Highway	90742	562-592-1465	CA	OC Food Express, Inc.	Hai Zaidul
Susanville	3432	2910 Main St	96130	775-360-2600	CA	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Taft	4418	1050 Kern St	93268	661-745-0275	CA	EBS Foods, LLC	Eddie Nieves
Tehachapi	3231	801 Tucker Rd	93561	661-378-8680	CA	Envision Foods, LLC	Hamid Sharafatian
Temecula	48	27410 Jefferson Ave	92590	951-676-6037	CA	DMSD Foods, Inc.	David Beshay
Temecula	3364	40412 Winchester Rd	92591	951-699-5668	CA	DMSD Foods, Inc.	David Beshay
Temecula	5449	29105 Old Town Front Street	92590	951-506-3322	CA	DMSD Foods, Inc.	David Beshay
Temple City	3156	9965 Lower Azusa Rd	91780	626-401-9730	CA	JYM Enterprises, Inc.	John Maki
Thermal	5442	2086 Service Rd	92274	760-394-1989	CA	Desert Jack, LLC	Hamid Sharafatian
Thousand Oaks	351	484 Moorpark Rd	91360	805-495-7874	CA	Ocean View Foods, Inc.	Heather Goss
Thousand Oaks	5444	917 Academy Dr	91320	805-241-4932	CA	Bromley Foods, Inc.	Heather Goss
Thousand Palms	3374	72955 Varner Rd	92276	760-343-3796	CA	Desert Jack, LLC	Hamid Sharafatian
Torrance	3155	835 W Carson St	90502	310-212-0972	CA	EBS Foods, LLC	Eddie Nieves
Torrance	267	2760 Cabrillo Ave	90501	310-212-0967	CA	LIHWA Group, Inc.	Erh-Mei Su
Torrance	230	17916 Hawthorne Blvd	90504	310-370-9262	CA	BB 2008 Inc.	Lee Su
Torrance	261	4911 Torrance Blvd	90503	310-371-8306	CA	Dhillon Foods, Inc.	Priya Dhillon
Torrance	5350	3940 Redondo Beach Blvd	90504	310-715-6494	CA	Jushen Restaurants, Inc.	Priya Dhillon
Torrance	3332	2186 Redondo Beach Blvd	90504	310-538-1459	CA	JVS Foods, Inc.	Vicky Su

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Trabuco Canyon	3270	21602 Plano Trabuco Rd	92679	949-589-3276	CA	S&S Coastal Foods, LLC	Sam Abraham
Tracy	557	611 W Grant Line Rd	95376	209-836-2673	CA	Varris Management, Inc.	Anil Yadav
Tracy	4300	1935 W 11th St	95376	209-836-2087	CA	Varris Management, Inc.	Anil Yadav
Tracy	4376	3400 Macarthur Dr	95376	209-229-2914	CA	Vansh, Inc.	Anil Yadav
Tulare	480	444 E Tulare Ave	93274	559-688-6464	CA	JIB Central, LLC	Luis Velasco
Tulare	5203	958 S Mooney Blvd	93274	559-358-4900	CA	YBR Enterprises Limited Partnership	Patrice Roux
Turlock	466	100 N Golden State Blvd	95380	209-669-6585	CA	Turlock Jack, LLC	Amit Jain
Turlock	3409	1951 Lander Rd	95380	209-634-5848	CA	Cal Valley Jack, Inc.	Anil Yadav
Turlock	3484	2601 Geer Rd	95382	209-656-1845	CA	Cal Valley Jack, Inc.	Anil Yadav
Tustin	295	14002 Newport Ave	92780	657-221-2692	CA	FEAST Foods, LLC	Ben Eramya
Tustin	396	17401 17th St	92780	714-731-9960	CA	JDC Food Services, Inc.	Caryn Ochoa
Twentynine Palms	3563	73762 29 Palms Hwy	92277	760-361-5117	CA	Desert Jack, LLC	Hamid Sharafatian
Ukiah	3469	1115 Airport Park Blvd	95482	707-462-5296	CA	North Bay Jack, Inc.	Anil Yadav
Upland	186	611 W Foothill Blvd	91786	909-946-9588	CA	AMSU Financial, Inc.	Shahid Chaudhry
Vacaville	587	1130 Leisure Town Rd	95687	707-359-7123	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Vacaville	3475	220 Nut Tree Pkwy	95687	707-446-2366	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Vacaville	475	290 E Monte Vista Ave	95688	707-448-0192	CA	Devika Restaurants Inc.	Dave Sagar
Vacaville	551	1035 Alamo Dr	95687	707-446-2645	CA	Gogris Corporation	Shilpa Gogri
Valencia	3390	28144 The Old Rd	91355	661-425-0809	CA	New Generation Foods, LLC	Ben Eramya
Valencia	5319	28083 Newhall Ranch Rd	91355	661-666-2399	CA	New Generation Foods, LLC	Ben Eramya
Vallejo	470	400 Broadway St	94590	707-554-3562	CA	Golden State Jacks, Inc.	Anil Yadav
Vallejo	520	1610 Lewis Brown Dr	94589	707-552-8307	CA	Golden State Jacks, Inc.	Anil Yadav
Van Nuys	337	6847 Van Nuys Blvd	91405	818-782-1823	CA	Sood Enterprises, Inc.	Nikki Sood
Van Nuys	3205	6351 Sepulveda Blvd	91411	818-988-4049	CA	Sood Enterprises, Inc.	Nikki Sood
Van Nuys	330	6416 Woodman Ave	91401	818-909-0066	CA	Sood Enterprises, Inc.	Sudesh Sood
Van Nuys	3553	16860 Vanowen St	91406	818-779-1350	CA	Sood Enterprises, Inc.	Usha Sood
Ventura	372	2352 E Thompson Blvd	93003	805-643-6617	CA	Sood Enterprises, Inc.	Sudesh Sood
Ventura	3354	2115 S Victoria Ave	93003	805-658-1723	CA	Sood Enterprises, Inc.	Sudesh Sood
Victorville	361	14618 7th St	92392	760-515-0775	CA	Envision Foods, LLC	Hamid Sharafatian
Victorville	3184	12134 Hesperia Rd	92392	760-265-0191	CA	Envision Foods, LLC	Hamid Sharafatian
Victorville	3269	12440 Amargosa Rd	92392	760-241-0740	CA	Envision Foods, LLC	Hamid Sharafatian
Victorville	5399	14515 Mojave Dr	92394	760-503-8182	CA	Envision Foods, LLC	Hamid Sharafatian
Visalia	427	1120 S Mooney Blvd	93277	559-732-0522	CA	YBR Enterprises Limited Partnership	Patrice Roux

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Visalia	3440	1400 N Ben Maddox Way	93292	559-741-1116	CA	YBR Enterprises Limited Partnership	Patrice Roux
Visalia	3592	5340 W Cypress Ave	93277	559-739-7369	CA	YBR Enterprises Limited Partnership	Patrice Roux
Visalia	4412	107 W Caldwell Ave	93277	559-749-0191	CA	YBR Enterprises Limited Partnership	Patrice Roux
Visalia	5200	131 N Ferne St	93291	559-372-0201	CA	YBR Enterprises Limited Partnership	Patrice Roux
Visalia	5207	3416 N Dinuba Blvd	93291	559-203-3207	CA	YBR Enterprises Limited Partnership	Patrice Roux
Visalia	5216	1145 S Lovers Ln	93292		CA	YBR Enterprises Limited Partnership	Patrice Roux
Visalia	5225	4720 S Mooney Blvd	93277		CA	YBR Enterprises Limited Partnership	Patrice Roux
Vista	55	815 E Vista Way	92084	760-758-2146	CA	Beshay Foods, Inc.	David Beshay
Vista	3002	740 Sycamore Rd	92083	760-727-4081	CA	Beshay Foods, Inc.	David Beshay
Vista	3019	1471 N Santa Fe Ave	92084	760-630-4895	CA	Beshay Foods, Inc.	David Beshay
Vista	3029	260 S Melrose Dr	92081	760-940-8255	CA	Restaurant Leadership Group, LLC	David Beshay
Vista	3032	3281 Business Park Dr	92081	760-734-1816	CA	Beshay Foods, Inc.	David Beshay
Vista	3082	1004 S Santa Fe Ave	92084	760-758-3082	CA	Beshay Foods, Inc.	David Beshay
Walnut Creek	417	2295 N Main St	94596	925-476-5151	CA	Ara Hospitality Services Inc.	Sushma Gupta
Wasco	4383	1920 Highway 46	93280	661-758-4754	CA	EBS Foods, LLC	Eddie Nieves
Watsonville	574	1085 S Green Valley Rd	95076	831-724-3993	CA	Central Coast Restaurants Inc.	Mike Flores
West Covina	358	2548 S Azusa Ave	91792	626-912-0784	CA	Double G Partners	Garren Grieve
West Sacramento	3456	775 Harbor Pointe Pl	95605	916-374-8319	CA	Vanmel, Inc.	Anil Yadav
Westminster	3338	13721 Goldenwest St	92683	714-899-9112	CA	ITNA Group, Inc.	Aziz Sadruddin
Westminster	150	15521 Brookhurst St	92683	714-839-2339	CA	Jokar Enterprises, Inc.	Mark O. Graffius
Whittier	3221	13561 Whittier Blvd	90605	562-696-7188	CA	Food Expo, Inc.	Alex Carcavallo
Whittier	221	13400 Telegraph Rd	90605	562-941-6480	CA	TBS Foods, Inc.	Ben Nematzadeh
Whittier	3303	14437 Telegraph Rd	90604	562-204-0614	CA	Nematzadeh Enterprises, Inc.	Bizhan Nematzadeh
Whittier	297	11303 Washington Blvd	90606	562-699-2684	CA	Three Powers Foods, Inc.	Cedric Fong
Whittier	5321	15948 Whittier Blvd	90603	562-943-2834	CA	Square King Foods, Inc.	Sam Fong
Wildomar	5364	36196 Hidden Springs Rd	92595	951-678-8833	CA	DMSD Foods, Inc.	David Beshay
Wilmington	3151	1010 W Pacific Coast Hwy	90744	310-835-5308	CA	PCH Venture Group, Inc.	Erh-Mei Su

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Woodcrest	3196	17022 Van Buren Blvd	92504	951-780-4951	CA	DMSD Foods, Inc.	David Beshay
Woodland	512	1200 E Main St	95776	530-666-4374	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Woodland	3457	2010 E Main St	95776	530-669-6606	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Woodland Hills	343	22664 Ventura Blvd	91364	818-224-3460	CA	Sood Enterprises, Inc.	Sudesh Sood
Woodland Hills	3347	20037 Ventura Blvd	91364	818-887-9339	CA	Sood Enterprises, Inc.	Sudesh Sood
Woodland Hills	353	22730 Victory Blvd	91367	818-715-0550	CA	Sood Enterprises, Inc.	Usha Sood
Yermo	3588	35745 Ghost Town Rd	92398	760-254-3543	CA	JIB Holdings I, LLC	Hamid Sharafatian
Yorba Linda	3234	21430 Yorba Linda Blvd	92887	714-927-3234	CA	Beshay Foods, Inc.	David Beshay
Yuba City	546	1111 Colusa Ave	95991	530-673-0230	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Yuba City	4359	1030 Tharp Rd	95993	530-673-3283	CA	Nor-Cal Venture Group, Inc.	Anil Yadav
Yucaipa	169	34504 Yucaipa Blvd	92399	909-316-4296	CA	OC Food Express, Inc.	Hai Zaidul
Yucaipa	5484	31525 Yucaipa Blvd	92399	909-351-6335	CA	LA Food Express, LLC	Hai Zaidul
Yucca Valley	3306	57930 29 Palms Hwy	92284	760-369-0904	CA	Desert Jack, LLC	Hamid Sharafatian
Aurora	8128	15255 E 38th Ave	80011	303-371-1501	CO	SNN Denver Foods LLC	Soner Celik
Aurora	8137	15399 E Mississippi Ave	80017	303-745-0247	CO	SNN Denver Foods LLC	Soner Celik
Brighton	8162	64 W Bromley Lane	80601	303-659-6649	CO	Feast Enterprises LLC	Daniel Myhren
Broomfield	8140	2105 W 136th Ave	80023	303-280-8266	CO	Feast Enterprises LLC	Daniel Myhren
Castle Rock	8157	27 Wolfensberger Rd	80109	303-660-5114	CO	SNN Denver Foods LLC	Soner Celik
Colorado Springs	8142	3654 Austin Bluffs Pkwy	80918	719-900-5990	CO	Sierra Monterey Restaurant Systems, Inc.	Caleb Sayler
Colorado Springs	8143	3690 New Center Point Blvd	80922	719-900-5991	CO	Sierra Monterey Restaurant Systems, Inc.	Caleb Sayler
Commerce City	8136	6015 E Parkway Dr	80022	303-287-8274	CO	Feast Enterprises LLC	Daniel Myhren
Denver	8160	2020 S Federal Blvd	80219	303-934-4435	CO	SNN Denver Foods LLC	Soner Celik
Fountain	8145	6314 S US Highway 85-87	80817	719-900-5992	CO	Sierra Monterey Restaurant Systems, Inc.	Caleb Sayler
Golden	8130	16750 W Colfax Ave	80401	303-384-3783	CO	SNN Denver Foods LLC	Soner Celik
Greeley	8164	6902 W 10th St	80634	970-515-6756	CO	Feast Enterprises LLC	Daniel Myhren
Parker	8131	11179 S Pikes Peak Dr	80138	303-840-1807	CO	SNN Denver Foods LLC	Soner Celik
Pueblo	8159	910 W US Highway 50	81008	719-900-5993	CO	Sierra Monterey Restaurant Systems, Inc.	Caleb Sayler
Thornton	8135	9703 Washington St	80229	303-920-1214	CO	Feast Enterprises LLC	Daniel Myhren
Westminster	8138	7311 Sheridan Blvd	80003	720-540-4233	CO	Feast Enterprises LLC	Daniel Myhren
Wheat Ridge	8129	5165 Kipling St	80033	303-423-0169	CO	Feast Enterprises LLC	Daniel Myhren
Tamuning	8260	820 S Marine Corps Dr	96913	671-969-5225	GU	PARS GROUP LLC	Paul Urbina

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Tamuning Guam	8255	1355 Route 1 N Marine Corp Dr	96913	671-922-5225	GU	PARS GROUP LLC	Paul Urbina
Hilo	8223	50 E Puainako St	96720	808-959-3111	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8203	2183 N King St	96819	808-847-6058	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8204	1970 S King St	96826	808-949-1471	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8205	2317 N School St	96819	808-841-7211	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8208	875 Kapiolani Blvd	96813	808-593-8076	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8210	633 Kapahulu Ave	96815	808-735-2696	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8213	4510 Salt Lake Blvd	96818	808-487-2423	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8227	1001 Bishop St	96813	808-523-9884	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8230	4859 Warden Ave	96818	808-422-6887	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8237	1525 S King St	96826	808-941-1429	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8243	1450 Ala Moana Blvd	96814	808-809-8782	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8244	1180 S King St	96814	808-591-1096	HI	PARS GROUP LLC	Paul Urbina
Honolulu	8256	5722 Kalanianaole Hwy	96821	808-373-7973	HI	PARS GROUP LLC	Paul Urbina
Kahului	8212	150 E Kamehameha Ave	96732	808-871-6526	HI	PARS GROUP LLC	Paul Urbina
Kailua	8219	112 Oneawa St	96734	808-263-6441	HI	PARS GROUP LLC	Paul Urbina
Kailua Kona	8251	75-934 Henry St	96740	808-331-8808	HI	PARS GROUP LLC	Paul Urbina
Kaneohe	8211	45-960 Kam Hwy	96744	808-247-1766	HI	PARS GROUP LLC	Paul Urbina
Kapolei	8246	591 Farrington Hwy	96707	808-674-9607	HI	PARS GROUP LLC	Paul Urbina
Kihei	8222	1301 S Kihei Rd	96753	808-874-0155	HI	PARS GROUP LLC	Paul Urbina
Lihue	8253	4454 Nuhou St	96766	808-245-3443	HI	PARS GROUP LLC	Paul Urbina
Mililani	8259	95-1249 Meheula Pkwy	96789	808-625-2811	HI	PARS GROUP LLC	Paul Urbina
Pearl City	8233	384 Kamehameha Hwy	96782	808-487-8404	HI	PARS GROUP LLC	Paul Urbina
Wahiawa	8209	11 S Kamehameha Hwy	96786	808-621-8113	HI	PARS GROUP LLC	Paul Urbina
Waianae	8252	85-950 Farrington Hwy	96792	808-668-2164	HI	PARS GROUP LLC	Paul Urbina
Wailuku	8245	700 Lower Main St	96793	808-249-2943	HI	PARS GROUP LLC	Paul Urbina
Waimanalo	8207	41-1537 Kalanianaole Hwy	96795	808-259-8127	HI	PARS GROUP LLC	Paul Urbina
Waipahu	8206	94-866 Moloalo Ave	96797	808-671-0033	HI	PARS GROUP LLC	Paul Urbina
Waipahu	8217	94-839 Ukee St	96797	808-671-2448	HI	PARS GROUP LLC	Paul Urbina
Waipahu	8249	94-327 Kunia Rd	96797	808-671-2300	HI	PARS GROUP LLC	Paul Urbina
Boise	6000	1302 S Orchard St	83705	208-342-2666	ID	FEAST Foods, LLC	Shayne Stimpson
Boise	6004	2611 S Broadway Ave	83706	208-336-8088	ID	FEAST Foods, LLC	Shayne Stimpson
Boise	6005	3220 N Cole Rd	83704	208-322-5005	ID	FEAST Foods, LLC	Shayne Stimpson
Boise	6020	6300 N Eagle Rd	83713	208-938-5360	ID	FEAST Foods, LLC	Shayne Stimpson

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Boise	6026	10496 Overland Rd	83709	208-658-0508	ID	FEAST Foods, LLC	Shayne Stimpson
Boise	6032	7040 W State St	83714	208-853-5250	ID	FEAST Foods, LLC	Shayne Stimpson
Boise	6040	1124 S Vista Ave	83705	208-429-4171	ID	FEAST Foods, LLC	Shayne Stimpson
Boise	6057	9052 W Fairview Ave	83704	208-377-9113	ID	FEAST Foods, LLC	Shayne Stimpson
Boise	6059	3220 W State St	83703	208-345-3656	ID	FEAST Foods, LLC	Shayne Stimpson
Burley	6024	491 N Overland Ave	83318	208-678-3399	ID	FEAST Foods, LLC	Shayne Stimpson
Caldwell	6001	703 N 10th Ave	83605	208-454-6441	ID	FEAST Foods, LLC	Shayne Stimpson
Caldwell	6058	4214 E Ustick Rd	83605	208-459-6058	ID	FEAST Foods, LLC	Shayne Stimpson
Chubbuck	6045	4640 Yellowstone Ave	83202	208-238-3383	ID	JIB Idaho, Inc.	GABRIEL KARROUM
Coeur D Alene	6012	196 Ironwood Dr	83814	208-664-8411	ID	FEAST Foods, LLC	Shayne Stimpson
Coeur D'alene	6068	2754 N Ramsey Rd	83815	208-666-6068	ID	FEAST Foods, LLC	Shayne Stimpson
Fruitland	6071	1115 N Whitley Dr	83619	208-452-0981	ID	FEAST Foods, LLC	Shayne Stimpson
Idaho Falls	6016	424 S Woodruff Ave	83401	208-227-9913	ID	SGK Idaho, Inc.	Simon Karroum
Idaho Falls	6021	1458 W Broadway St	83402	208-346-8243	ID	SGK Idaho, Inc.	Simon Karroum
Jerome	6070	2710 S Lincoln Ave	83338	208-324-8593	ID	FEAST Foods, LLC	Shayne Stimpson
Lewiston	6014	1903 G St	83501	208-798-7410	ID	FEAST Foods, LLC	Shayne Stimpson
Meridian	6010	207 E Fairview Ave	83642	208-884-8992	ID	FEAST Foods, LLC	Shayne Stimpson
Meridian	6033	3010 E Goldstone Dr Unit E	83642	208-884-3755	ID	FEAST Foods, LLC	Shayne Stimpson
Middleton	6072	712 W. Main Street	83644	208-992-4173	ID	FEAST Foods, LLC	Shayne Stimpson
Mountain Home	6017	3100 Foothills Ave	83647	208-587-2007	ID	FEAST Foods, LLC	Shayne Stimpson
Nampa	6002	804 12th Ave Rd	83686	208-467-2023	ID	FEAST Foods, LLC	Shayne Stimpson
Nampa	6009	1920 Caldwell Blvd	83651	208-463-0175	ID	FEAST Foods, LLC	Shayne Stimpson
Nampa	6023	1700 N Franklin Blvd	83687	208-463-0301	ID	FEAST Foods, LLC	Shayne Stimpson
Nampa	6038	16101 Idaho Center Blvd	83687	208-463-7613	ID	FEAST Foods, LLC	Shayne Stimpson
Pocatello	6015	1611 Pocatello Creek Rd	83201	208-557-4842	ID	SGK Idaho, Inc.	Simon Karroum
Pocatello	6025	123 S 4th St	83201	208-252-5678	ID	SGK Idaho, Inc.	Simon Karroum
Post Falls	6069	850 North Highway 41	83854	208-777-6069	ID	FEAST Foods, LLC	Shayne Stimpson
Sandpoint	6037	717 N 5th Ave	83864	208-946-4714	ID	FEAST Foods, LLC	Shayne Stimpson
Twin Falls	6019	1501 Blue Lakes Blvd N	83301	208-733-4942	ID	FEAST Foods, LLC	Shayne Stimpson
Alton	1405	1649 Washington Ave	62002	618-465-0093	IL	Illinois Jack, LLC	Jeremy Bonk
Alton	1408	101 Homer M Adams Pkwy	62002	618-462-9905	IL	Illinois Jack, LLC	Jeremy Bonk
Collinsville	1411	9502 Collinsville Rd	62234	618-344-7848	IL	Illinois Jack, LLC	Jeremy Bonk
Glen Carbon	1418	31 Junction Dr	62034	618-655-0570	IL	Illinois Jack, LLC	Jeremy Bonk
Granite City	1402	3330 Nameoki Rd	62040	618-877-8884	IL	Illinois Jack, LLC	Jeremy Bonk
Granite City	1416	2163 Madison Ave	62040	618-452-5847	IL	Illinois Jack, LLC	Jeremy Bonk

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Litchfield	1421	1 Corvette Dr	62056	217-324-3300	IL	Illinois Jack, LLC	Jeremy Bonk
O Fallon	1412	1360 W Us Highway 50	62269	618-632-1460	IL	Illinois Jack, LLC	Jeremy Bonk
Swansea	1410	1800 N Illinois St	62226	618-277-1822	IL	Illinois Jack, LLC	Jeremy Bonk
Troy	1413	830 Edwardsville Rd	62294	618-667-3000	IL	Illinois Jack, LLC	Jeremy Bonk
Wood River	1403	41 E Edwardsville Rd	62095	618-254-2098	IL	Illinois Jack, LLC	Jeremy Bonk
Indianapolis	6209	8950 S Us 31	46227	317-859-2803	IN	DMSD Management, LLC	Monica Bartolo
Indianapolis	6210	2130 N Post Rd	46219	317-897-8043	IN	DMSD Management, LLC	Monica Bartolo
Indianapolis	6214	5613 W 38th St	46254	317-291-5703	IN	DMSD Management, LLC	Monica Bartolo
Jeffersonville	5019	3427 E 10th St	47130	930-228-5247	IN	PGG South, LLC	Shane Paul
Louisville	5020	9491 Westport Rd	40241	502-856-9192	KY	PGG South, LLC	Shane Paul
Baton Rouge	6308	8919 Siegen Ln	70810	225-819-9838	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6309	11310 Airline Hwy	70816	225-293-0602	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6310	9316 Burbank Dr	70820	225-766-1470	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6312	508 S Foster Dr	70806	225-928-4700	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6315	2181 S Sherwood Forest Blvd	70816	225-273-1003	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6316	7725 Airline Hwy	70815	225-248-1644	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6319	3255 Highland Rd	70802	225-343-6091	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6323	11682 Plank Rd	70811	225-775-0324	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6326	10432 Sullivan Rd	70818	225-262-7665	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6327	8008 Scenic Hwy	70807	225-774-9775	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6329	8110 Florida Blvd	70806	225-925-0004	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Baton Rouge	6335	2805 Scenic Hwy	70805	225-356-1215	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Gonzales	6318	2123 W Highway 30	70737	225-224-8464	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Gonzales	6321	1703 N Airline Hwy	70737	225-647-3603	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Walker	6322	28175 Walker Rd S	70785	225-791-1594	LA	Cedar Tree Restaurant Group LLC	Darrell Woodrin
Cuba	4092	1112 Oak Hill Ave	65453	573-885-3223	MO	Missouri Jack, LLC	Jeremy Bonk
Desloge	4061	1208 N Desloge St	63601	573-431-5111	MO	Missouri Jack, LLC	Jeremy Bonk
Farmington	4060	795 Maple Valley Dr	63640	573-756-8010	MO	Missouri Jack, LLC	Jeremy Bonk
Festus	4123	899 Veterans Blvd	63028	636-931-5561	MO	Missouri Jack, LLC	Jeremy Bonk
Florissant	4006	4595 Washington St	63033	314-831-0971	MO	Missouri Jack, LLC	Jeremy Bonk
Florissant	4045	11204 W Florissant Ave	63033	314-831-2530	MO	Missouri Jack, LLC	Jeremy Bonk
Hazelwood	4049	6100 Howdershell Rd	63042	314-895-1716	MO	Missouri Jack, LLC	Jeremy Bonk
Herculaneum	4095	1197 Scenic Dr	63048	636-479-7241	MO	Missouri Jack, LLC	Jeremy Bonk
High Ridge	4094	5300 Caroline Dr	63049	636-376-5924	MO	Missouri Jack, LLC	Jeremy Bonk
Imperial	4099	1202 Main St	63052	636-467-2478	MO	Missouri Jack, LLC	Jeremy Bonk
Lake Saint Louis	4124	459 Hawk Ridge Trail Dr	63367	636-625-1993	MO	Missouri Jack, LLC	Jeremy Bonk
Marlborough	4034	7960 Watson Rd	63119	314-961-6985	MO	Missouri Jack, LLC	Jeremy Bonk
O Fallon	4047	415 S Main St	63366	636-240-7510	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Ann	4076	11122 Saint Charles Rock Rd	63074	314-739-0039	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Charles	4078	3710 Elm St	63301	636-947-4010	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Louis	4018	4292 Bayless Ave	63123	314-631-4749	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Louis	4020	5600 S Grand Blvd	63111	314-351-3686	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Louis	4024	4201 S Kingshighway Blvd	63109	314-351-0952	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Louis	4027	2163 S Grand Ave	63104	314-773-1553	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Louis	4040	2666 Telegraph Rd	63125	314-894-8716	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Louis	4043	9970 Kennerly Rd	63128	314-842-2180	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Louis	4122	4111 Lindell Blvd	63108	314-652-1649	MO	Missouri Jack, LLC	Jeremy Bonk
Saint Peters	4030	4124 Mexico Rd	63376	636-928-8941	MO	Missouri Jack, LLC	Jeremy Bonk
Sullivan	4053	633 E Springfield Rd	63080	573-468-2500	MO	Missouri Jack, LLC	Jeremy Bonk
Troy	4125	302 Highway 47 E	63379	636-528-2802	MO	Missouri Jack, LLC	Jeremy Bonk
Union	4120	101 Bourbeuse River Access	63084	636-584-8497	MO	Missouri Jack, LLC	Jeremy Bonk
University City	4074	6950 Olive Blvd	63130	314-862-6070	MO	Missouri Jack, LLC	Jeremy Bonk
Warrenton	4054	605 N Service Rd	63383	636-456-8500	MO	Missouri Jack, LLC	Jeremy Bonk
Washington	4081	1930 Washington Xing	63090	636-390-4671	MO	Missouri Jack, LLC	Jeremy Bonk

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Chihuahua	5600	Blvd Antonio Ortiz Mena #3901	31203		MX	Promotora de Restaurantes Del Norte, S.A. DE C.V	Agustin Terrazas Wong
Chihuahua	5601	Avenida de la Cantera #9145	31115		MX	Promotora de Restaurantes Del Norte, S.A. DE C.V	Agustin Terrazas Wong
Juarez	5603	Avenida Tecnologico #2230	32618		MX	Operadora JIB de Mexico, S.A. de C.V.	Agustin Terrazas Wong
Charlotte	6801	7806 Forest Point Blvd	28217	704-527-1681	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Charlotte	6804	7000 Wt Harris Blvd	28269	980-299-0882	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Charlotte	6819	10121 N Tryon St	28262	704-503-6882	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Charlotte	6825	10730 S Tryon St	28273	704-588-1015	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Charlotte	6826	220 N Hoskins Rd	28216	704-392-6166	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Charlotte	6835	7725 Pineville Matthews Rd	28226	704-752-6885	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Charlotte	6850	4505 Randolph Rd	28211	704-362-1709	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Concord	6808	943 Concord Pkwy S	28027	704-789-9619	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Concord	6812	7770 Lyles Ln	28027	980-237-3111	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Conover	6834	510 10th St Nw	28613	828-695-1638	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Dallas	6836	102 College View Dr	28034	704-215-7163	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Gastonia	6803	3618 E Franklin Blvd	28056	704-823-1903	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Hendersonville	6839	76 Highlands Square Dr	28792	828-595-2261	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Hickory	6823	1776 Catawba Valley Blvd Se	28602	828-304-8295	NC	Cedar Tree Restaurant Group LLC	Frank Conley

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Hickory	6829	603 Us Highway 321 Nw	28601	828-838-1076	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Monroe	6847	1600 E Roosevelt Blvd	28112	704-776-4838	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Shelby	6815	455 Earl Rd	28150	980-436-2886	NC	Cedar Tree Restaurant Group LLC	Frank Conley
Albuquerque	1261	3501 State Highway 528 NW	87114	505-898-5205	NM	Dancel, L.L.C.	Laura Olguin
Albuquerque	1264	2721 Carlisle Blvd Ne	87110	505-888-8954	NM	Dancel, L.L.C.	Laura Olguin
Albuquerque	1265	10100 Central Ave Se	87123	505-332-9282	NM	Dancel, L.L.C.	Laura Olguin
Albuquerque	1267	7601 Menaul Blvd Ne	87110	505-293-1504	NM	Dancel, L.L.C.	Laura Olguin
Albuquerque	1268	301 98th St Nw	87121	505-833-4000	NM	Dancel, L.L.C.	Laura Olguin
Las Cruces	1258	501 S Telshor Blvd	88011	575-522-3740	NM	Odessa Enterprises, Inc.	Mike Norwich Jr
Las Cruces	1269	4615 Sonoma Ranch Blvd	88011	575-373-0205	NM	Odessa Enterprises, Inc.	Mike Norwich Jr
Rio Rancho	1263	3609 State Highway 528 NE	87144	505-771-2100	NM	Dancel, L.L.C.	Laura Olguin
Boulder City	7211	1101 Nevada Hwy	89005	702-294-1909	NV	Silver State Restaurants Inc	Ali Navaie
Carson City	7308	309 E William St	89701	775-360-2608	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Carson City	7320	3225 Retail Dr	89706	775-360-2620	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Dayton	7317	3 Retail Rd	89403	775-360-2617	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Elko	7322	2423 Mountain City Hwy	89801	775-360-2622	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Fallon	7307	55 S Taylor St	89406	775-360-2607	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Fernley	7315	225 US Highway 95A N	89408	775-360-2615	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Gardnerville	7309	1345 US Highway 395 N	89410	775-360-2609	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Henderson	7217	290 S Boulder Hwy	89015	702-558-7477	NV	Silver State Restaurants Inc	Ali Navaie
Henderson	7236	5 S Gibson Rd	89012	702-558-6506	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Henderson	7247	10505 S Eastern Ave	89052	702-616-6777	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Henderson	7255	1261 W Warm Springs Rd	89014	702-434-1472	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Henderson	7261	26 W Horizon Ridge Pkwy #110	89012	702-382-9300	NV	Indo Cal Foods, Inc.	Jyoti Madhura

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Henderson	7271	4161 Saint Rose Pkwy Ste B	89044	702-260-8596	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Henderson	7282	2335 Via Inspirada Blvd	89044	702-339-8488	NV	SJS Management Corporation	Jyoti Madhura
Las Vegas	7207	804 N Nellis Blvd	89110	702-459-2404	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7212	580 N Eastern Ave	89101	702-385-7022	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7215	2550 S Maryland Pkwy	89109	702-731-9846	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7221	1591 S Main St	89104	702-383-6908	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7229	3311 S Nellis Blvd	89121	702-435-8957	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7235	1610 N Lamb Blvd	89115	702-437-1292	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7241	6515 E Lake Mead Blvd	89156	702-459-7190	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7244	6451 Boulder Hwy	89122	702-435-6116	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7246	4345 E Charleston Blvd	89104	702-440-8181	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7257	2970 E Desert Inn Rd	89121	702-733-1421	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7258	3320 Las Vegas Blvd N	89115	702-651-0073	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7283	2780 Fremont St	89104	702-546-8563	NV	Silver State Restaurants Inc	Ali Navaie
Las Vegas	7202	800 N Decatur	89107	702-870-1344	NV	West Box LLC	Alonso Alvarez
Las Vegas	7209	4385 Las Vegas Blvd N	89115	702-643-6569	NV	West Box LLC	Alonso Alvarez
Las Vegas	7223	7510 W Lake Mead Blvd	89128	702-838-3900	NV	West Box LLC	Alonso Alvarez
Las Vegas	7227	3211 N Rancho Dr	89130	702-396-9946	NV	West Box LLC	Alonso Alvarez
Las Vegas	7249	7161 W Craig Rd	89129	702-395-0851	NV	West Box LLC	Alonso Alvarez
Las Vegas	7251	1480 W Lake Mead Blvd	89106	702-638-4188	NV	West Box LLC	Alonso Alvarez
Las Vegas	7260	3250 N Durango Dr Ste 100	89129	702-839-9221	NV	West Box LLC	Alonso Alvarez
Las Vegas	7268	7741 N El Capitan Way	89143	702-395-2832	NV	West Box LLC	Alonso Alvarez
Las Vegas	7200	8221 S Fort Apache Rd	89178	702-597-0041	NV	SJS Management Corporation	Jyoti Madhura
Las Vegas	7201	3703 E Flamingo Rd	89121	702-451-0950	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Las Vegas	7204	4866 S Maryland Pkwy	89119	702-736-4846	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Las Vegas	7219	2365 E Windmill Ln	89123	702-896-6633	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Las Vegas	7233	4640 E Russell Rd	89120	702-433-9100	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Las Vegas	7243	455 Silverado Ranch Blvd	89123	702-407-5262	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Las Vegas	7253	6150 Las Vegas Blvd S	89119	702-614-8472	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Las Vegas	7256	780 E Flamingo Rd	89119	702-733-7713	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Las Vegas	7262	3790 E Tropicana Ave	89121	702-434-0093	NV	Indo Cal Foods, Inc.	Jyoti Madhura
Las Vegas	7280	4570 W Cactus Ave	89141	702-736-0005	NV	SJS Management Corporation	Jyoti Madhura
Las Vegas	7203	6400 W Charleston Blvd	89146	702-870-1550	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7206	4970 Spring Mountain Rd	89146	702-367-4191	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7208	3235 W Tropicana Ave	89103	702-736-7458	NV	Desert Venture LLC	Shehzad Gill

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Las Vegas	7214	2301 S Decatur Blvd	89102	702-878-1288	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7220	5605 S Rainbow Blvd	89118	702-368-1830	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7224	3680 Blue Diamond Rd	89139	702-260-7037	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7225	4145 S Durango Dr	89147	702-367-2236	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7237	2301 S Fort Apache Rd	89117	702-562-0562	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7239	8661 W Charleston Blvd	89117	702-804-5636	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7245	4040 S Rainbow Blvd	89103	702-227-1219	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7252	9360 W Tropicana Ave	89147	702-251-1801	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7266	7025 S Durango Dr	89113	702-269-6283	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7267	7980 S Rainbow Blvd	89139	702-270-2164	NV	Desert Venture LLC	Shehzad Gill
Las Vegas	7272	4860 S Decatur Blvd	89103	702-876-0346	NV	Desert Venture LLC	Shehzad Gill
Mesquite	7226	320 Sandhill Rd	89027	702-346-1608	NV	West Box LLC	Alonso Alvarez
North Las Vegas	7205	2104 Las Vegas Blvd N	89030	702-649-9201	NV	West Box LLC	Alonso Alvarez
North Las Vegas	7228	3821 E Craig Rd	89030	702-643-2347	NV	West Box LLC	Alonso Alvarez
North Las Vegas	7231	1845 W Craig Rd	89032	702-657-6154	NV	West Box LLC	Alonso Alvarez
North Las Vegas	7242	5536 Camino Al Norte	89031	702-649-5222	NV	West Box LLC	Alonso Alvarez
North Las Vegas	7264	6345 Losee Rd	89081	702-649-7199	NV	West Box LLC	Alonso Alvarez
North Las Vegas	7265	4595 W Ann Rd	89031	702-631-4784	NV	West Box LLC	Alonso Alvarez
North Las Vegas	7279	6445 N Aliante Pkwy	89084	702-660-0200	NV	West Box LLC	Alonso Alvarez
Pahrump	7276	640 S. Nevada Highway 160	89048	775-727-3783	NV	SJS Management Corporation	Jyoti Madhura
Reno	7301	5095 S Mccarran Blvd	89502	775-360-2601	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Reno	7302	881 Apple St	89502	775-360-2602	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Reno	7305	410 Keystone Ave	89503	775-360-2605	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Reno	7310	10450 N Mccarran Blvd	89503	775-360-2610	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Reno	7314	179 Damonte Ranch Pkwy	89521	775-360-2614	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Reno	7316	185 Lemmon Dr	89506	775-360-2616	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Sparks	7303	2289 Oddie Blvd	89431	775-360-2603	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Sparks	7306	655 E Prater Way	89431	775-360-2606	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Sparks	7318	122 Los Altos Pkwy	89436	775-360-2618	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Verdi	7311	350 Interstate 80	89439	775-360-2611	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Winnemucca	7319	218 W Winnemucca Blvd	89445	775-360-2619	NV	Emerald Cascade Restaurant Systems, Inc.	Adam Gonzales
Cincinnati	6220	5234 Ridge Ave	45213	513-531-5225	OH	Midwest Jack, Inc.	Anil Yadav
West Chester	6219	7425 Tylersville Rd	45069	513-755-3000	OH	Midwest Jack, Inc.	Anil Yadav
Broken Arrow	6139	2221 W Kenosha St	74012	918-258-0245	OK	A 3 H Foods, LP	Gina Wingate
Durant	6137	2117 W Main St	74701	580-931-3502	OK	Vinder Foods, LLC	Rabi Viswanath
Lawton	4848	2601 Nw Cache Rd	73505	580-353-1801	OK	Feast Texas LLC	Daniel Myhren
Tulsa	6145	10861 E 41st St	74146	918-660-7880	OK	A 3 H Foods, LP	Gina Wingate
Tulsa	6146	4840 S Yale Ave	74135	918-493-6537	OK	A 3 H Foods, LP	Gina Wingate
Tulsa	6151	10014 S Memorial Dr E	74133	918-298-4501	OK	A 3 H Foods, LP	Gina Wingate
Tulsa	6155	8112 E 11th St	74112	918-831-1595	OK	A 3 H Foods, LP	Gina Wingate
Albany	7158	1825 Pacific Blvd Se	97321	541-967-6107	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Beaverton	7114	9450 Sw Beaverton Hillsdale Hw	97005	503-297-7044	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Beaverton	7118	2920 Sw Cedar Hills Blvd	97005	503-627-0205	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Eugene	7153	1788 W 6th Ave	97402	541-485-9064	OR	BFI Management, LLC	Mike Tasevski
Forest Grove	7170	3206 Pacific Ave	97116	503-359-5346	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Gresham	7116	25678 Se Stark St	97030	503-674-8107	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Gresham	7168	2196 Ne Burnside Rd	97030	503-492-4791	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Hermiston	7140	1305 N 1st St	97838	541-567-3671	OR	FEAST Foods, LLC	Shayne Stimpson
Hillsboro	7120	1525 Se 21st Ave	97123	503-615-0957	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Hillsboro	7129	7563 Se Tualatin Valley Hwy	97123	503-356-1796	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Hillsboro	7150	7455 NE Imbrie DR	97124	503-693-8769	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Klamath Falls	7171	3040 Washburn Wy	97603	541-884-1980	OR	BFI Management, LLC	Mike Tasevski
Lebanon	7178	2020 S Santiam Hwy	97355	541-248-1175	OR	BFI Management, LLC	Mike Tasevski
Mcminnville	7119	2565 Ne Highway 99w	97128	503-474-9717	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Medford	7102	2002 N Pacific Hwy	97501	541-779-1561	OR	BFI Management, LLC	Mike Tasevski
Medford	7103	309 E Barnett Rd	97501	541-779-1471	OR	BFI Management, LLC	Mike Tasevski
Milwaukie	7123	14811 Se Mcloughlin Blvd	97267	503-353-9435	OR	3 Brothers Restaurants- JIB LLC	Mark Miller

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Ontario	7107	1407 Sw 4th Ave	97914	541-889-8646	OR	FEAST Foods, LLC	Shayne Stimpson
Oregon City	7132	19009 S Beavercreek Rd	97045	503-657-9868	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Pendleton	7149	1904 Sw Court Pl	97801	541-278-7877	OR	FEAST Foods, LLC	Shayne Stimpson
Portland	7105	921 S E Powell Blvd	97202	503-230-8930	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Portland	7112	19110 Se Stark St	97233	503-667-5393	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Portland	7121	4242 Se 82nd Ave	97266	503-772-1341	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Portland	7122	500 Se 105th Ave	97216	503-408-1519	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Portland	7124	7921 Martin Luther King Blvd	97211	503-285-7430	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Portland	7126	2714 Ne 57th Ave	97213	503-282-8449	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Portland	7143	10500 Se 82nd Ave	97086	503-775-6062	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Portland	7157	12444 Ne Airport Way	97230	503-253-1437	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Portland	7160	2260 Nw Wilson St	97210	503-224-2267	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Roseburg	7135	1400 Ne Stephens St	97470	541-673-9943	OR	BFI Management, LLC	Mike Tasevski
Salem	7115	1940 Lancaster Dr Ne	97305	503-362-8850	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Salem	7117	2801 Broadway St Ne	97303	503-585-4830	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Salem	7136	4195 Portland Rd Ne	97301	503-363-3749	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Salem	7144	2480 Mission St Se	97302	503-763-0393	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Salem	7152	4770 Commercial St Se	97302	503-566-7240	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Springfield	7139	1805 Pioneer Pkwy E	97477	541-746-9940	OR	BFI Management, LLC	Mike Tasevski
The Dalles	7177	1407 W 6th St	97058	541-296-4526	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Tigard	7127	13090 Sw Pacific Hwy	97223	503-624-9594	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Tualatin	7155	7700 Sw Nyberg St	97062	503-885-1389	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Wood Village	7154	2602 Ne 238th Dr	97060	503-666-1282	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Woodburn	7128	110 Arney Rd	97071	503-981-3338	OR	3 Brothers Restaurants- JIB LLC	Mark Miller
Easley	6421	6601 Calhoun Memorial Hwy	29640	864-810-3088	SC	Cedar Tree Restaurant Group LLC	Frank Conley
Greenville	6404	1106 N Pleasantburg Dr	29607	864-609-0019	SC	Cedar Tree Restaurant Group LLC	Frank Conley
Greenville	6413	1490 Poinsett Hwy	29609	864-467-0540	SC	Cedar Tree Restaurant Group LLC	Frank Conley
Greenville	6417	1343 S Pleasantburg Dr	29605	864-263-7098	SC	Cedar Tree Restaurant Group LLC	Frank Conley
Rock Hill	6401	895 Heckle Blvd	29730	839-274-0895	SC	Cedar Tree Restaurant Group LLC	Frank Conley

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Rock Hill	6403	1929 Springsteen Rd	29730	839-274-0671	SC	Cedar Tree Restaurant Group LLC	Frank Conley
Simpsonville	6405	2609 Woodruff Rd	29681	864-609-4072	SC	Cedar Tree Restaurant Group LLC	Frank Conley
Spartanburg	6422	1500 Wo Ezell Blvd	29301	864-587-7100	SC	Cedar Tree Restaurant Group LLC	Frank Conley
Clarksville	6923	40 Dover Crossing Rd	37042	931-218-7354	TN	Cedar Tree Restaurant Group of Tennessee, LLC	Frank Conley
Hermitage	6902	5656 Old Hickory Blvd	37076	615-252-5771	TN	Cedar Tree Restaurant Group of Tennessee, LLC	Frank Conley
Nashville	6900	3900 Dickerson Pike	37207	615-252-5852	TN	Cedar Tree Restaurant Group of Tennessee, LLC	Frank Conley
Nashville	6919	5615 Charlotte Pike	37209	615-258-9890	TN	Cedar Tree Restaurant Group of Tennessee, LLC	Frank Conley
Alamo	4603	1448 Duranta Ave	78516	956-475-3689	TX	HV Restaurants, LLC	Angel Pulido
Allen	3799	804 W Mcdermott Dr	75013	972-727-8327	TX	MANNAT FOOD INC.	Mannu Mehta
Allen	4798	394 E Stacy Rd	75002	214-383-5660	TX	MANNAT FOOD INC.	Mannu Mehta
Alvarado	4876	5780 S Interstate 35 W	76009	817-783-3055	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Alvin	664	615 S Gordon St	77511	281-331-2311	TX	A 3 H Foods, LP	Ali Keshani
Alvin	3928	2805 N Highway 35	77511	281-331-2505	TX	A 3 H Foods, LP	Ali Keshani
Angleton	685	839 E Mulberry St	77515	979-459-2404	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Anna	4889	817 S Central Expy	75409	945-238-1043	TX	Vinder 6 LLC	Rabi Viswanath
Arlington	740	900 N Collins St	76011	817-274-0896	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Arlington	3715	3737 S Cooper St	76015	817-472-9462	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Arlington	3718	5775 W Pleasant Ridge Rd	76016	817-483-5812	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Arlington	3724	2880 E Pioneer Pkwy	76010	817-640-2145	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Arlington	3734	753 W Lamar Blvd	76012	682-248-3435	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Arlington	3738	1734 E Division St	76011	817-860-5842	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Arlington	3782	901 Interstate 20 E	76018	817-419-9402	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Arlington	765	700 W Division St	76012	682-276-6555	TX	Ibrahim Investment Corporation	Umar Ibrahim
Arlington	3750	5340 Matlock Rd	76018	682-252-4877	TX	Ibrahim Investment Corporation	Umar Ibrahim
Arlington	3759	2401 Se Green Oaks Blvd	76018	817-375-3756	TX	Ibrahim Investment Corporation	Umar Ibrahim
Arlington	3777	5920 S Cooper St	76017	817-557-8743	TX	Ibrahim Investment Corporation	Umar Ibrahim
Arlington	4746	4950 W Sublett Rd	76001	817-563-0087	TX	Ibrahim Investment Corporation	Umar Ibrahim
Austin	810	7901 Burnet Rd	78757	512-454-1555	TX	RRH - Austin, LLC	Clyde Rucker

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Austin	840	110 E William Cannon DR	78745	512-442-0099	TX	RRH - Austin, LLC	Clyde Rucker
Austin	843	9825 Burnet Rd	78758	512-832-9323	TX	RRH - Austin, LLC	Clyde Rucker
Austin	848	8630 N Lamar Blvd	78753	512-834-8924	TX	RRH - Austin, LLC	Clyde Rucker
Austin	867	6210 W William Cannon Dr	78749	512-899-1312	TX	RRH - Austin, LLC	Clyde Rucker
Austin	869	1000 E 41st St Unit K	78751	512-458-6252	TX	RRH - Austin, LLC	Clyde Rucker
Austin	904	6133 E Ben White Blvd	78741	512-389-0490	TX	RRH - Austin, LLC	Clyde Rucker
Austin	905	8706 E Us Highway 290	78724	512-928-8969	TX	RRH - Austin, LLC	Clyde Rucker
Austin	906	7404 Mcneil Dr	78729	512-219-1809	TX	RRH - Austin, LLC	Clyde Rucker
Austin	907	1151 Airport Blvd	78702	512-928-8381	TX	RRH - Austin, LLC	Clyde Rucker
Austin	912	6540 Ed Bluestein Blvd	78723	512-927-0330	TX	RRH - Austin, LLC	Clyde Rucker
Austin	922	12309 Dessau Rd	78754	512-491-8200	TX	RRH - Austin, LLC	Clyde Rucker
Austin	949	9300 S Interstate 35 Bldg G300	78748	512-291-1188	TX	RRH - Austin, LLC	Clyde Rucker
Austin	4845	6800 Berkman Dr.	78723	512-291-2210	TX	RRH - Austin, LLC	Clyde Rucker
Azle	3832	509 Central Dr	76020	817-270-4465	TX	Feast Texas LLC	Daniel Myhren
Bacliff	3656	4605 Highway 146	77518	281-339-6789	TX	A 3 H Foods, LP	Ali Keshani
Balch Springs	4756	12325 Lake June Rd	75180	214-200-3966	TX	Aslam Group LLC	Chris Aslam
Bastrop	4812	1641 Highway 71 E	78602	512-308-9561	TX	RRH - Austin, LLC	Clyde Rucker
Bay City	680	2804 7th St	77414	979-401-3763	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Baytown	3668	8832 N Highway 146	77523	281-299-3331	TX	Houston Foodie, LLC	Manny Colorado
Baytown	3936	3601 N Main St	77521	281-420-6060	TX	Houston Foodie, LLC	Manny Colorado
Baytown	4749	4234 Decker Dr	77520	832-926-4817	TX	Houston Foodie, LLC	Manny Colorado
Baytown	4946	5107 East Fwy	77521	832-400-2214	TX	Houston Foodie, LLC	Manny Colorado
Beaumont	3646	590 Washington Blvd	77705	409-832-4855	TX	Beaumont Foodie, LLC	Manny Colorado
Beaumont	3647	5601 College St	77707	409-842-9480	TX	Beaumont Foodie, LLC	Manny Colorado
Beaumont	3978	7380 Highway 105	77713	409-898-1948	TX	Beaumont Foodie, LLC	Manny Colorado
Beaumont	4776	1550 Interstate 10 E	77703	409-813-1641	TX	Beaumont Foodie, LLC	Manny Colorado
Beaumont	4808	680 N 11th St	77702	409-832-6900	TX	Beaumont Foodie, LLC	Manny Colorado
Bedford	3742	3355 Harwood Rd	76021	817-540-4933	TX	Feast Texas LLC	Daniel Myhren
Bellmead	3814	1525 Interstate 35 N	76705	254-339-1413	TX	Jackberry LLC	Cody Herrick
Belton	4720	2808 Oakmark Dr	76513	254-910-2168	TX	Jackberry LLC	Cody Herrick
Benbrook	756	7901 Camp Bowie W Blvd	76116	817-244-0095	TX	Indo Desert LLC	Steven Myers
Brenham	687	400 Highway 290 W	77833	979-836-2657	TX	A 3 H Foods, LP	Ali Keshani
Brookshire	3654	321 Fm 359 Rd S	77423	281-934-1616	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Brownsville	3664	916 N Expressway	78521	956-541-8511	TX	A3H Foods II, LP	Angel Pulido

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Brownsville	3674	5120 S Padre Island Hwy	78521	956-831-7199	TX	A3H Foods II, LP	Angel Pulido
Brownsville	3676	3355 International Blvd	78521	956-544-5999	TX	A3H Foods II, LP	Angel Pulido
Brownsville	3951	2150 Paredes Line Rd	78521	956-550-8994	TX	A3H Foods II, LP	Angel Pulido
Brownsville	4602	4250 N Expressway # 77	78526	956-525-7059	TX	HV Restaurants, LLC	Angel Pulido
Bryan	675	2906 S Texas Ave	77802	979-775-7103	TX	A 3 H Foods, LP	Ali Keshani
Bryan	3855	900 N Earl Rudder Fwy	77802	979-731-8893	TX	A 3 H Foods, LP	Ali Keshani
Buda	919	15320 Interstate 35	78610	512-295-6786	TX	RRH - Austin, LLC	Clyde Rucker
Carrollton	4875	1000 E Hebron Pkwy	75007	940-464-5800	TX	Feast Texas LLC	Daniel Myhren
Carrollton	774	2666 Josey Ln	75007	972-245-2082	TX	MANNAT FOOD INC.	Mannu Mehta
Carrollton	4784	2452 Luna Rd	75006	972-247-5181	TX	TriBox, LLC	Yasin Choudry
Cedar Creek	925	111 W State Highway 21	78612	512-308-0387	TX	RRH - Austin, LLC	Clyde Rucker
Cedar Hill	3843	412 N Highway 67	75104	972-293-9727	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Channelview	670	514 Sheldon Rd	77530	281-452-2918	TX	Izu Group Restaurants, LLC	Opiah Izu
Cleburne	766	603 W Henderson St	76033	817-202-0153	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Cleburne	3829	110 W Katherine P Rains Rd	76033	817-202-0145	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Cleveland	691	419 S Washington Ave	77327	281-592-9683	TX	CNR QSR Holdings LP	Manny Colorado
College Station	683	1504 Texas Ave S	77840	979-697-2099	TX	A 3 H Foods, LP	Ali Keshani
Columbus	3945	2209 Highway 71 S	78934	979-500-3982	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Conroe	3905	3595 N Loop 336 E	77301	936-539-3814	TX	A 3 H Foods, LP	Ali Keshani
Conroe	3957	1300 League Line Rd	77301	936-890-2059	TX	A 3 H Foods, LP	Ali Keshani
Conroe	4713	9300 Highway 242	77385	936-271-3277	TX	A 3 H Foods, LP	Ali Keshani
Conroe	4810	1405 N Loop 336 W	77304	936-441-5369	TX	CNR QSR Holdings LP	Manny Colorado
Conroe	4965	225 N Frazier St	77301	936-224-5535	TX	HV Restaurants, LLC	Manny Colorado
Corinth	3768	7900 S Interstate 35 E	76210	940-331-0500	TX	Feast Texas LLC	Daniel Myhren
Corpus Christi	4727	3155 S Padre Island Dr	78415	361-283-7017	TX	A3H Foods II, LP	Angel Pulido
Corpus Christi	4729	10602 Ih 37	78410	361-283-6250	TX	A3H Foods II, LP	Angel Pulido
Corsicana	3812	2001 E Highway 31	75109	903-872-5944	TX	Ibrahim Investment Corporation	Umar Ibrahim
Corsicana	4879	2004 W 7th Ave	75110	903-915-4140	TX	Ibrahim Investment Corporation	Umar Ibrahim
Crosby	3995	13902 Fm 2100 Rd	77532	281-462-2527	TX	Houston Foodie, LLC	Manny Colorado
Cross Roads	4835	11920 US Hwy 380	76227	940-365-9848	TX	Feast Texas LLC	Daniel Myhren
Crowley	4826	800 S Crowley Rd	76036	817-297-2230	TX	Ibrahim Investment Corporation	Umar Ibrahim
Cypress	4843	14054 Grant Road	77429	281-516-9630	TX	A 3 H Foods, LP	Ali Keshani
Cypress	4849	9310 Barker Cypress Rd	77433	281-855-9919	TX	A 3 H Foods, LP	Ali Keshani
Cypress	3989	7021 Fry Rd	77433	281-856-8503	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Cypress	4813	17926 Spring Cypress Rd	77429	346-666-5594	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Dallas	702	3811 Live Oak St	75204	214-826-2470	TX	Aslam Group LLC	Chris Aslam
Dallas	703	1020 W Davis St	75208	214-946-5020	TX	Aslam Group LLC	Chris Aslam
Dallas	705	404 W Illinois Ave	75224	214-946-5019	TX	Aslam Group LLC	Chris Aslam
Dallas	800	3050 Highland Rd	75228	214-258-5112	TX	Aslam Group LLC	Chris Aslam
Dallas	3780	2323 W Ledbetter Dr	75224	214-333-7606	TX	Aslam Group LLC	Chris Aslam
Dallas	3865	4313 W Illinois Ave	75211	214-467-7943	TX	Aslam Group LLC	TJ Ahmed
Dallas	4748	1228 Robert B Cullum Blvd	75210	214-928-9194	TX	Aslam Group LLC	Chris Aslam
Dallas	4824	5336 Philip Ave	75223	214-823-2144	TX	Aslam Group LLC	Chris Aslam
Dallas	722	10107 Marsh Ln	75229	214-350-2632	TX	Feast Texas LLC	Daniel Myhren
Dallas	3704	2720 W Northwest Hwy	75220	214-352-9049	TX	Feast Texas LLC	Daniel Myhren
Dallas	701	11404 Garland Rd	75218	214-327-8363	TX	J&F and Sons, LLC	Javed Aslam
Dallas	713	3117 Inwood Rd	75235	214-358-3966	TX	J&F and Sons, LLC	Javed Aslam
Dallas	715	3195 Royal Ln	75229	214-351-5580	TX	J&F and Sons, LLC	Javed Aslam
Dallas	744	3232 N Buckner Blvd	75228	214-964-0858	TX	J&F and Sons, LLC	Javed Aslam
Dallas	3733	18220 Dallas Pkwy	75287	972-732-0033	TX	MANNAT FOOD INC.	Mannu Mehta
Dallas	3744	7940 Lbj Fwy	75251	972-404-8706	TX	Aysha Foods, Inc.	T.J. Ahmed
Dallas	4862	14219 Coit Rd	75254	469-687-0108	TX	Spring Valley Jack, LLC	T.J. Ahmed
Dallas	748	13555 Preston Rd	75240	972-239-2782	TX	Tash Foods, LLC	Tanzeem Rizvi
Dallas	749	9661 Skillman St	75243	214-340-3321	TX	Tash Foods, LLC	Tanzeem Rizvi
Dallas	4885	8216 Park Ln	75231		TX	Tash Foods, LLC	Tanzeem Rizvi
Dallas	3757	2727 W Wheatland Rd	75237	972-780-9494	TX	Ibrahim Investment Corporation	Umar Ibrahim
Dallas	4779	110 E Camp Wisdom Rd	75241	972-228-5679	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Dallas	4834	6010 W Davis St.	75211	214-339-4834	TX	Ibrahim Investment Corporation	Umar Ibrahim
Dallas	704	4402 Maple Ave	75219	214-521-2560	TX	TriBox, LLC	Yasin Choudry
Dallas	727	6308 Gaston Ave	75214	214-823-3881	TX	TriBox, LLC	Yasin Choudry
Dallas	734	6355 E Mockingbird Ln	75214	214-826-7320	TX	TriBox, LLC	Yasin Choudry
Dallas	783	4210 N Central Expy	75206	214-823-3650	TX	TriBox, LLC	Yasin Choudry
Dallas	3758	2405 Royal Ln	75229	469-372-0284	TX	TriBox, LLC	Yasin Choudry
Dallas	3767	2204 W Northwest Hwy	75220	214-351-3104	TX	TriBox, LLC	Yasin Choudry
Dallas	3824	7410 Bonnie View Rd	75241	972-225-2656	TX	TriBox, LLC	Yasin Choudry
Dallas	3853	5025 S Lancaster Rd	75216	214-376-6722	TX	TriBox, LLC	Yasin Choudry
Dallas	4806	721 S R L Thornton Fwy	75203	214-946-3248	TX	TriBox, LLC	Yasin Choudry
Dallas	4820	190 Continental Ave	75207	214-760-9324	TX	TriBox, LLC	Yasin Choudry
Dayton	3964	208 E Highway 90	77535	281-727-0135	TX	Houston Foodie, LLC	Manny Colorado
De Soto	742	901 N Hampton Rd	75115	972-223-4444	TX	Ibrahim Investment Corporation	Umar Ibrahim

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Decatur	3753	900 S Highway 287	76234	940-627-7325	TX	Feast Texas LLC	Daniel Myhren
Deer Park	3918	10 Center St	77536	281-478-4348	TX	KHR Hooks, LLC	Elizabeth Keshani
Del Valle	4850	2517 E Highway 71	78617	512-243-5699	TX	RRH - Austin, LLC	Clyde Rucker
Denison	768	1120 S Austin Ave	75020	903-465-4343	TX	Vinder Foods, LLC	Rabi Viswanath
Denton	3776	328 W University Dr	76201	940-484-8068	TX	Feast Texas LLC	Daniel Myhren
Denton	3835	104 S Loop 288	76209	940-566-6721	TX	Feast Texas LLC	Daniel Myhren
Diboll	3786	400 N Temple Dr	75941	936-829-3344	TX	LBY Foods, LLC	Ali Keshani
Donna	4600	1910 E Interstate Hwy 2	78537	956-271-8142	TX	HV Restaurants, LLC	Angel Pulido
Duncanville	796	907 E Highway 67	75137	972-709-2757	TX	Ibrahim Investment Corporation	Umar Ibrahim
Duncanville	4827	107 E Camp Wisdom Rd	75116	972-283-5664	TX	Ibrahim Investment Corporation	Umar Ibrahim
Eagle Pass	4968	564 S Bibb Ave	78852	346-569-6065	TX	HV Restaurants, LLC	Angel Pulido
Edinburg	3947	1602 W University Dr	78539	956-386-1832	TX	A3H Foods II, LP	Angel Pulido
Edinburg	4700	102 E Monte Cristo Rd	78541	956-316-1558	TX	A3H Foods II, LP	Angel Pulido
El Paso	875	4160 N Mesa Dr	79902	915-545-2494	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	876	5519 W Alameda Ave	79905	915-772-5533	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	877	6700 Montana Ave	79925	915-778-5822	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	878	9004 Dyer St	79904	915-751-0581	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	880	5350 Montana Ave	79903	915-772-9863	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	882	1448 N Lee Trevino Dr	79936	915-590-0990	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	883	1115 McRae Blvd	79925	915-594-6608	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	884	7911-A Artcraft Rd	79932	915-581-4500	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	885	8040 N Mesa St	79932	915-760-4995	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	886	12207 Montwood Dr	79938	915-856-0736	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	4804	655 Redd Rd	79912	915-760-4616	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
El Paso	4833	1318a George Dieter Dr	79936	915-860-7922	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
Elsa	3991	409 E Edinburg Ave	78543	956-262-8508	TX	A3H Foods II, LP	Angel Pulido
Ennis	775	1102 E Ennis Ave	75119	469-881-1048	TX	Ibrahim Investment Corporation	Umar Ibrahim
Euless	3841	206 N Main St	76039	817-685-6210	TX	Feast Texas LLC	Daniel Myhren
Euless	4707	3001 W Euless Blvd	76040	817-571-7501	TX	Feast Texas LLC	Daniel Myhren
Farmers Branch	743	3206 Belt Line Rd	75234	972-243-7588	TX	MANNAT FOOD INC.	Mannu Mehta
Ferris	4781	400 S Interstate Highway 45	75125	972-544-2375	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Forney	4783	769 E Us Highway 80	75126	972-552-5803	TX	TriBox, LLC	Yasin Choudry
Fort Worth	751	3209 E Belknap St	76111	817-831-2404	TX	Feast Texas LLC	Daniel Myhren
Fort Worth	760	5031 E Lancaster Ave	76103	817-534-7760	TX	Feast Texas LLC	Daniel Myhren
Fort Worth	4792	7351 Oakmont Blvd	76132	817-292-5476	TX	Feast Texas LLC	Daniel Myhren

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Fort Worth	4868	9133 North Fwy	76177	817-306-3630	TX	Feast Texas LLC	Daniel Myhren
Fort Worth	4887	5400 Blue Mound Rd	76131		TX	Feast Texas LLC	Daniel Myhren
Fort Worth	4894	5127 N Tarrant Parkway	76244	682-207-3923	TX	Feast Texas LLC	Daniel Myhren
Fort Worth	759	2851 W Berry St	76109	817-921-2471	TX	Indo Desert LLC	Steven Myers
Fort Worth	761	5930 Camp Bowie Blvd	76107	817-732-6881	TX	Indo Desert LLC	Steven Myers
Fort Worth	3717	3459 Altamesa Blvd	76133	817-292-3398	TX	Indo Desert LLC	Steven Myers
Fort Worth	3727	4610 S Hulen St	76132	817-292-5025	TX	Indo Desert LLC	Steven Myers
Fort Worth	3834	1500 S University Dr	76107	817-877-0797	TX	Indo Desert LLC	Steven Myers
Fort Worth	4730	8513 S Hulen St	76123	817-292-0236	TX	Indo Desert LLC	Steven Myers
Fresno	3958	12331 Highway 6	77545	281-431-3833	TX	LBY Foods, LLC	Ali Keshani
Frisco	4796	9133 Legacy Dr	75034	214-436-5415	TX	MANNAT FOOD INC.	Mannu Mehta
Frisco	4867	9055 John Hickman Pkwy	75034	469-535-3938	TX	MANNAT FOOD INC.	Mannu Mehta
Ft Worth	4832	2916 E Berry St	76105	817-536-2616	TX	Ibrahim Investment Corporation	Umar Ibrahim
Ft. Worth	4858	2220 Jacksboro Hwy	76106	817-378-0511	TX	Feast Texas LLC	Daniel Myhren
Gainesville	741	219 N Grand Ave	76240	940-665-2911	TX	Feast Texas LLC	Daniel Myhren
Galveston	645	2300 61st St	77551	409-261-2355	TX	A 3 H Foods, LP	Ali Keshani
Galveston	4840	5028 Broadway	77551	409-740-7222	TX	GRS Foods, LLC	Ali Keshani
Garland	716	3101 S 1st St	75041	972-278-0412	TX	Feast Texas LLC	Daniel Myhren
Garland	767	3480 Arapaho Rd	75044	972-530-6265	TX	MANNAT FOOD INC.	Mannu Mehta
Garland	785	1001 W Centerville Rd	75041	469-626-9940	TX	Yadarr, Inc.	Manny Arruda
Garland	4855	335 S Garland Ave	75040		TX	Yadarr, Inc.	Manny Arruda
Garland	791	1382 Belt Line Rd	75040	972-530-3831	TX	Tash Foods, LLC	Tanzeem Rizvi
Garland	3771	4015 Bobtown Rd	75043	972-303-4304	TX	TriBox, LLC	Yasin Choudry
Georgetown	874	1001 Leander Rd	78628	512-864-2951	TX	RRH - Austin, LLC	Clyde Rucker
Georgetown	4786	710 W University Ave	78626	512-863-5725	TX	RRH - Austin, LLC	Clyde Rucker
Gilmer	3854	516 N Wood St	75644	903-843-2665	TX	AD JIB Ventures Corp.	Abid Durrani
Glenn Heights	3775	1703 S Beckley Rd	75154	972-274-3417	TX	Ibrahim Investment Corporation	Umar Ibrahim
Granbury	3815	1010 Morgan St	76048	817-573-8093	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Grand Prairie	746	2514 S Belt Line Rd	75052	972-264-3177	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Grand Prairie	763	101 E Main St	75050	972-262-2396	TX	Bassam Odeh, Inc.	Bassam Odeh
Grand Prairie	3737	2085 N Highway 360	75050	817-640-1251	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Grand Prairie	3746	4004 S Belt Line Rd	75052	972-642-3330	TX	Ibrahim Investment Corporation	Umar Ibrahim
Grand Prairie	4874	3146 S State Hwy 161	75052	972-639-3316	TX	Ibrahim Investment Corporation	Umar Ibrahim
Grapevine	3730	1290 William D Tate Ave	76051	817-481-6493	TX	Feast Texas LLC	Daniel Myhren
Greenville	772	6403 Wesley St	75402	903-454-1616	TX	TriBox, LLC	Yasin Choudry

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Haltom City	3719	5200 E Belknap St	76117	817-831-8378	TX	Feast Texas LLC	Daniel Myhren
Harker Heights	4900	160 E Central Texas Expy	76548	254-688-3776	TX	Jackberry LLC	Cody Herrick
Harlingen	3653	322 S 77 Sunshine Strip	78550	956-412-3964	TX	A3H Foods II, LP	Angel Pulido
Harlingen	3659	1406 W Tyler Ave	78550	956-412-6322	TX	A3H Foods II, LP	Angel Pulido
Harlingen	3948	4714 S Expressway 83	78552	956-365-3500	TX	A3H Foods II, LP	Angel Pulido
Hempstead	3959	1925 Fm 1488 Rd	77445	979-921-0695	TX	A 3 H Foods, LP	Ali Keshani
Hidalgo	3975	520 S International Blvd	78557	956-843-2203	TX	A3H Foods II, LP	Angel Pulido
Highlands	3935	302 N Main St Ste 3	77562	832-838-8509	TX	Houston Foodie, LLC	Manny Colorado
Hitchcock	3943	7728 Highway 6	77563	409-986-4443	TX	A 3 H Foods, LP	Ali Keshani
Horizon City	4650	13640 Horizon Blvd.	79928	915-206-6372	TX	Odessa Enterprises, Inc.	Mike Norwich Jr
Houston	604	801 Telephone Rd	77023	713-926-6437	TX	A 3 H Foods, LP	Ali Keshani
Houston	621	4403 Fannin St	77004	713-527-9065	TX	A 3 H Foods, LP	Ali Keshani
Houston	634	94 E Crosstimbers St	77022	713-694-4956	TX	A 3 H Foods, LP	Ali Keshani
Houston	651	2218 Little York Rd	77093	713-697-3813	TX	A 3 H Foods, LP	Ali Keshani
Houston	658	7502 N Shepherd Dr	77088	713-694-3248	TX	A 3 H Foods, LP	Ali Keshani
Houston	673	13706 State Highway 249	77086	281-447-6343	TX	A 3 H Foods, LP	Ali Keshani
Houston	689	251 Greens Rd	77060	281-876-2714	TX	A 3 H Foods, LP	Ali Keshani
Houston	697	14555 Falling Creek Dr	77014	281-444-6774	TX	A 3 H Foods, LP	Ali Keshani
Houston	3606	5757 Hollister St	77040	713-690-2329	TX	A 3 H Foods, LP	Ali Keshani
Houston	3615	7525 East Fwy	77020	713-673-0489	TX	A 3 H Foods, LP	Ali Keshani
Houston	3617	9429 Jones Rd	77065	281-469-6856	TX	A 3 H Foods, LP	Ali Keshani
Houston	3620	607 Fm 1960 Rd E	77073	281-821-6077	TX	A 3 H Foods, LP	Ali Keshani
Houston	3630	12235 Jones Rd	77070	281-894-7331	TX	A 3 H Foods, LP	Ali Keshani
Houston	3638	3110 W Dallas St	77019	713-942-9524	TX	A 3 H Foods, LP	Ali Keshani
Houston	3642	15819 John F Kennedy Blvd	77032	281-987-8316	TX	A 3 H Foods, LP	Ali Keshani
Houston	3643	8603 Fm 1960 Rd W	77070	281-955-0830	TX	A 3 H Foods, LP	Ali Keshani
Houston	3663	14775 North Fwy	77090	281-875-1644	TX	A 3 H Foods, LP	Ali Keshani
Houston	3689	5850 Gulf Fwy	77023	713-923-2188	TX	A 3 H Foods, LP	Ali Keshani
Houston	3691	10742 Veterans Memorial Dr	77038	281-999-1555	TX	A 3 H Foods, LP	Ali Keshani
Houston	3915	11912 Galveston Rd Ste A	77034	281-484-7985	TX	A 3 H Foods, LP	Ali Keshani
Houston	3927	12446 Fm 1960 Rd W	77065	281-897-9293	TX	A 3 H Foods, LP	Ali Keshani
Houston	3939	1765 W Mt Houston Rd	77038	281-445-3911	TX	A 3 H Foods, LP	Ali Keshani
Houston	3960	10450 Huffmeister Rd	77065	281-970-0992	TX	A 3 H Foods, LP	Ali Keshani
Houston	3962	2709 Reed Rd	77051	713-264-0832	TX	A 3 H Foods, LP	Ali Keshani
Houston	3967	8055 N Sam Houston Pkwy W	77064	281-894-2638	TX	A 3 H Foods, LP	Ali Keshani

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Houston	3979	739 N Sam Houston Pkwy E	77060	281-405-8140	TX	A 3 H Foods, LP	Ali Keshani
Houston	3986	5550 Gulfton St	77081	713-218-9671	TX	A 3 H Foods, LP	Ali Keshani
Houston	3998	7045 Airline Dr	77076	713-692-0555	TX	A 3 H Foods, LP	Ali Keshani
Houston	4709	3601 Old Spanish Trail	77021	713-747-1046	TX	A 3 H Foods, LP	Ali Keshani
Houston	4722	5248 Allum Rd	77045	713-721-7808	TX	LBY Foods, LLC	Ali Keshani
Houston	4736	14220 Cullen Blvd	77047	713-738-8830	TX	LBY Foods, LLC	Ali Keshani
Houston	4766	7533 Harrisburg Blvd	77012	713-928-8942	TX	LBY Foods, LLC	Ali Keshani
Houston	4767	3415 Navigation Blvd	77003	713-224-5006	TX	A 3 H Foods, LP	Ali Keshani
Houston	4803	6810 Bingle Rd	77092	713-690-1210	TX	A 3 H Foods, LP	Ali Keshani
Houston	4839	5415 S Rice Ave	77081	713-667-7803	TX	LBY Foods, LLC	Ali Keshani
Houston	4948	7714 Fairbanks North Houston R	77040		TX	A 3 H Foods, LP	Ali Keshani
Houston	4953	1240 W Orem Dr	77047	713-413-9078	TX	A 3 H Foods, LP	Ali Keshani
Houston	615	5715 Bellfort Ave	77033	713-733-0496	TX	CRG Restaurant Group LLC	Caprice Linington
Houston	644	7545 Park Place Blvd	77087	713-564-4110	TX	CRG Restaurant Group LLC	Caprice Linington
Houston	649	1072 Edgebrook Dr	77034	713-281-4004	TX	CRG Restaurant Group LLC	Caprice Linington
Houston	679	8000 Howard Dr	77017	713-645-3612	TX	CRG Restaurant Group LLC	Caprice Linington
Houston	3605	11080 Scarsdale Blvd	77089	281-484-2324	TX	CRG Restaurant Group LLC	Caprice Linington
Houston	3913	11605 S Sam Houston Pkwy E	77089	281-484-1782	TX	CRG Restaurant Group LLC	Caprice Linington
Houston	4715	6060 Long Dr	77087	713-242-7069	TX	CRG Restaurant Group LLC	Caprice Linington
Houston	640	4400 W Fuqua St	77045	713-485-6105	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	669	10806 Bissonnet St	77099	832-328-1917	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	692	11910 Westheimer Rd	77077	281-752-4889	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	696	8601 W Bellfort St	77031	713-771-3580	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	3618	6902 Highway 6 N	77084	281-550-9655	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	3639	10901 Bellaire Blvd	77072	832-672-4718	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	3901	9310 Clay Rd	77080	713-462-6308	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	3914	16310 S Post Oak Rd	77053	281-437-6174	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	3990	12680 Beechnut St	77072	832-328-1881	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	4836	13602 S. Post Oak	77045	713-485-5005	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Houston	632	7221 Fondren Rd	77036	713-271-4439	TX	KHR Hooks, LLC	Elizabeth Keshani
Houston	3644	6006 Hillcroft Ave	77081	713-271-7117	TX	KHR Hooks, LLC	Elizabeth Keshani
Houston	3683	2277 W Sam Houston Pkwy N	77043	713-827-7618	TX	KHR Hooks, LLC	Elizabeth Keshani
Houston	3690	4550 San Felipe St	77027	713-626-5771	TX	KHR Hooks, LLC	Elizabeth Keshani
Houston	624	5801 Bellaire Blvd	77081	832-706-2830	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Houston	637	9645 Westheimer Rd	77063	346-327-2101	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	672	8767 S Main St	77025	281-819-1672	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	674	5316 Antoine Dr	77091	832-699-1096	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	3600	11630 Hempstead Hwy	77092	832-930-6013	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	3625	2801 Hillcroft Ave	77057	281-845-9418	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	3665	2901 Airline Dr	77009	346-200-9623	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	3675	7699 Katy Fwy	77024	346-200-5767	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	3931	5656 N Eldridge Pkwy	77041	346-200-6036	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	3940	6325 Barker Cypress Rd	77084	346-439-9595	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	3972	1812 Ella Blvd	77008	281-901-1763	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	4737	13351 Briar Forest Dr	77077	832-930-1070	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	4942	3402 Mangum Rd	77092		TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Houston	609	9302 Jensen Dr	77093	713-692-3013	TX	CNR QSR Holdings LP	Manny Colorado
Houston	625	9424 Homestead Rd	77016	713-631-7370	TX	CNR QSR Holdings LP	Manny Colorado
Houston	665	9602 Mesa Dr	77078	713-633-3584	TX	CNR QSR Holdings LP	Manny Colorado
Houston	666	11234 Airline Dr	77037	281-448-6939	TX	CNR QSR Holdings LP	Manny Colorado
Houston	3602	14754 Wallisville Rd	77049	713-453-0325	TX	Houston Foodie, LLC	Manny Colorado
Houston	3626	14643 Woodforest Blvd	77015	281-245-0693	TX	Houston Foodie, LLC	Manny Colorado
Houston	3636	19602 Tomball Pkwy	77070	832-400-2069	TX	CNR QSR Holdings LP	Manny Colorado
Houston	3698	8111 Airport Blvd	77061	713-242-0896	TX	Houston Foodie, LLC	Manny Colorado
Houston	3973	12102 Veterans Memorial Dr	77067	832-666-2175	TX	CNR QSR Holdings LP	Manny Colorado
Houston	3999	8923 E Sam Houston Pkwy N	77044	346-342-1395	TX	Houston Foodie, LLC	Manny Colorado
Houston	4831	647 Rankin Rd	77073	281-209-2361	TX	CNR QSR Holdings LP	Manny Colorado
Houston	4957	11911 Eastex Fwy	77039	832-626-7427	TX	HV Restaurants, LLC	Manny Colorado
Houston	4961	7610 Eastex Freeway	77093	832-209-4680	TX	HV Restaurants, LLC	Manny Colorado
Houston	4967	3944 Aldine Mail Rte Rd	77039	832-941-0886	TX	HV Restaurants, LLC	Manny Colorado
Houston	667	10004 Telephone Rd	77075	713-991-2597	TX	Izu Group Restaurants, LLC	Opiah Izu
Houston	3695	12777 East Fwy	77015	713-450-2403	TX	Izu Group Restaurants, LLC	Opiah Izu
Houston	3699	1217 Wayside Dr	77011	713-928-6095	TX	Izu Group Restaurants, LLC	Opiah Izu
Houston	4801	8497 S Sam Houston Pkwy E	77075	713-987-9111	TX	Izu Group Restaurants, LLC	Opiah Izu
Houston	4857	2800 N Terminal Rd	77032	281-821-6553	TX	Airport Food Services LLC	Sergio Guzman
Hudson Oaks	4891	2628 Fort Worth Hwy	76087	817-341-6154	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Humble	3672	7810 Fm 1960 Bypass Rd W	77338	281-548-7374	TX	A 3 H Foods, LP	Ali Keshani
Humble	3688	7019 N Sam Houston Pkwy E	77396	281-441-3704	TX	A 3 H Foods, LP	Ali Keshani
Humble	3920	21510 Aldine Westfield Rd	77338	281-443-3562	TX	A 3 H Foods, LP	Ali Keshani

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Humble	3981	7101 Will Clayton Pkwy	77338	281-540-1578	TX	A 3 H Foods, LP	Ali Keshani
Humble	4775	18 Wilson Rd	77338	281-446-2398	TX	A 3 H Foods, LP	Ali Keshani
Humble	3692	7417 Fm 1960 Rd E	77346	281-812-4830	TX	CNR QSR Holdings LP	Manny Colorado
Huntsville	678	2251 Sam Houston Ave	77340	936-295-5821	TX	A 3 H Foods, LP	Ali Keshani
Huntsville	4702	3005 Highway 30	77320	936-435-0588	TX	A 3 H Foods, LP	Ali Keshani
Hurst	4869	1491 Precinct Line Rd	76053	817-284-4869	TX	Feast Texas LLC	Daniel Myhren
Hutchins	3784	121 S Interstate 45 Service Rd	75141	469-372-0565	TX	TriBox, LLC	Yasin Choudry
Irving	721	2952 N Belt Line Rd	75062	972-252-5011	TX	Bassam Odeh, Inc.	Bassam Odeh
Irving	725	502 N O Connor Rd	75061	972-254-6504	TX	Bassam Odeh, Inc.	Bassam Odeh
Irving	3716	4206 W Airport Fwy	75062	972-986-4250	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Irving	4782	2500 W Irving Blvd	75061	972-986-7850	TX	BDAA Holdings I, L.T.D	Bassam Odeh
Irving	4846	515 W Airport Fwy	75062	469-262-1516	TX	BMO Investments LLC	Bassam Odeh
Irving	787	925 N Loop 12	75061	972-579-9439	TX	Feast Texas LLC	Daniel Myhren
Irving	4711	8655 Cypress Waters Blvd	75063	972-556-2588	TX	Feast Texas LLC	Daniel Myhren
Irving	3748	5340 Macarthur Blvd	75038	972-751-1646	TX	TriBox, LLC	Yasin Choudry
Jasper	4807	1007 S Wheeler St	75951	409-384-5611	TX	Beaumont Foodie, LLC	Manny Colorado
Katy	3955	3072 N Fry Rd	77449	281-828-1404	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Katy	4951	22803 Morton Ranch Rd	77449	281-769-9533	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Katy	3603	903 S Mason Rd	77450	346-295-8116	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Katy	3938	1480 S Grand Pkwy	77494	281-698-5319	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Katy	3941	25105 Market Place Dr	77494	346-347-3642	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Katy	3993	20350 Park Row Blvd	77449	281-505-9385	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Kaufman	4732	1904 S Washington St	75142	972-932-3495	TX	TriBox, LLC	Yasin Choudry
Killeen	4847	325 37th St #325	76544	254-285-2017	TX	Freedom Food Management Group LLC	Chad Kenyon
Killeen	838	3201 E Veterans Memorial Blvd	76543	254-226-3039	TX	Jackberry LLC	Cody Herrick
Killeen	3852	1100 E Central Texas Expy	76541	254-690-2055	TX	Jackberry LLC	Cody Herrick
Killeen	3864	5301 W Stan Schlueter Loop	76549	254-684-0924	TX	Jackberry LLC	Cody Herrick
Killeen	4710	3800 E Elms Rd	76542	254-680-4630	TX	Jackberry LLC	Cody Herrick
Kyle	4761	5061 Kyle Center Dr	78640	512-268-7106	TX	RRH - Austin, LLC	Clyde Rucker
La Marque	4950	2605 Main St	77568	409-938-1950	TX	GRS Foods, LLC	Ali Keshani
La Porte	4733	9629 W Fairmont Pkwy	77571	281-542-9730	TX	LBY Foods, LLC	Ali Keshani
La Porte	3693	1018 Highway 146 S	77571	281-470-7060	TX	KHR Hooks, LLC	Elizabeth Keshani
Lake Jackson	3934	165 Oyster Creek Dr	77566	979-341-9906	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Lake Worth	797	6352 Lake Worth Blvd	76135	817-237-1062	TX	Indo Desert LLC	Steven Myers
Lancaster	4750	1448 W Pleasant Run Rd	75146	972-227-2243	TX	Ibrahim Investment Corporation	Umar Ibrahim
Laredo	3899	8919 Mines Rd	78045	361-283-6017	TX	HV Restaurants, LLC	Angel Pulido
Laredo	3922	7101 San Dario Ave	78045	361-225-3006	TX	A3H Foods II, LP	Angel Pulido
Laredo	3924	10519 McPherson Rd	78045	832-604-6515	TX	HV Restaurants, LLC	Angel Pulido
Laredo	3983	4502 S Zapata Hwy	78046	956-267-5048	TX	A3H Foods II, LP	Angel Pulido
League City	4793	1665 W Fm 646 Rd	77573	281-534-1079	TX	A 3 H Foods, LP	Ali Keshani
League City	4861	1503 W League City Pkwy	77573	281-316-6226	TX	GRS Foods, LLC	Ali Keshani
Lewisville	795	1563 W Main St	75067	469-549-0795	TX	Feast Texas LLC	Daniel Myhren
Lewisville	3845	732 Hebron Pkwy	75057	972-459-9323	TX	Feast Texas LLC	Daniel Myhren
Liberty	3910	2320 N Main St	77575	936-641-9800	TX	Houston Foodie, LLC	Manny Colorado
Little Elm	4837	2063 FM 423	75068	469-405-5673	TX	MANNAT FOOD INC.	Mannu Mehta
Livingston	3977	313 E Church St	77351	346-260-5599	TX	CNR QSR Holdings LP	Manny Colorado
Livingston	4956	101 US-59 Loop S	77351	936-327-1144	TX	HV Restaurants, LLC	Manny Colorado
Livingston	4964	11879 US-59	77351		TX	HV Restaurants, LLC	Manny Colorado
Longview	3810	490 E Loop 281	75605	903-758-0193	TX	AD JIB Ventures Corp.	Abid Durrani
Lufkin	3783	1903 W Frank St	75904	936-634-1985	TX	LBY Foods, LLC	Ali Keshani
Lufkin	3801	1902 E Denman Ave	75901	936-634-2011	TX	LBY Foods, LLC	Ali Keshani
Mabank	789	509 N 1st St	75147	903-887-1888	TX	TriBox, LLC	Yasin Choudry
Magnolia	3949	6734 Fm 1488 Rd	77354	281-252-3596	TX	A 3 H Foods, LP	Ali Keshani
Magnolia	3987	17607 Fm 1488 Rd	77354	281-259-3965	TX	CNR QSR Holdings LP	Manny Colorado
Mansfield	3760	1782 Highway 157 N	76063	817-453-0313	TX	Ibrahim Investment Corporation	Umar Ibrahim
Mansfield	4873	3140 E Broad St	76063	817-592-3220	TX	Ibrahim Investment Corporation	Umar Ibrahim
Manvel	3911	17502 Highway 6	77578	281-489-3533	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Mcallen	3658	1601 S 23rd St	78503	956-618-2234	TX	A3H Foods II, LP	Angel Pulido
Mcallen	3660	909 Pecan Blvd	78501	956-682-7229	TX	A3H Foods II, LP	Angel Pulido
Mcallen	3661	151 W Nolana St	78504	956-687-6909	TX	A3H Foods II, LP	Angel Pulido
Mcallen	3953	3701 Pecan Blvd	78501	956-687-3205	TX	A3H Foods II, LP	Angel Pulido
Mcallen	3971	2900 W Nolana Loop	78504	956-688-6538	TX	A3H Foods II, LP	Angel Pulido
Mcallen	3988	7500 N 10th St	78504	956-631-4851	TX	A3H Foods II, LP	Angel Pulido
Mckinney	4794	1516 S Tennessee St	75069	972-984-1490	TX	AD JIB Ventures Corp.	Abid Durrani
Mckinney	778	1825 W University Dr	75069	972-562-5625	TX	MANNAT FOOD INC.	Mannu Mehta
Mesquite	728	311 S Galloway Ave	75149	972-285-5889	TX	J&F and Sons, LLC	Javed Aslam
Mesquite	3736	1150 Us Highway 67	75150	972-613-6875	TX	Tash Foods, LLC	Tanzeem Rizvi
Mesquite	750	2001 N Town East Blvd	75150	972-681-1011	TX	TriBox, LLC	Yasin Choudry

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Midland	4743	5205 W Wadley Ave	79707	972-201-6290	TX	RRH - Austin, LLC	Clyde Rucker
Midland	4795	2208 Rankin Hwy	79701	972-201-6290	TX	RRH - Austin, LLC	Clyde Rucker
Midlothian	4863	320 E Hwy 287	76065	469-612-5525	TX	Ibrahim Investment Corporation	Umar Ibrahim
Mineral Wells	764	2008 E Hubbard St	76067	940-325-5561	TX	Feast Texas LLC	Daniel Myhren
Mission	3655	1401 E Expressway 83	78572	956-271-8146	TX	A3H Foods II, LP	Angel Pulido
Missouri City	3963	13915 Fondren Rd	77489	281-438-1388	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Missouri City	4856	9310 State Highway 6	77459	832-440-0195	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Missouri City	3624	6151 Highway 6	77459	832-503-9443	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Montgomery	3937	14640 Highway 105 W	77356	936-447-6300	TX	A 3 H Foods, LP	Ali Keshani
Murphy	4739	106 W Fm 544	75094	972-881-1319	TX	ASIM DEVELOPMENT CORPORATION	T.J. Ahmed
Navasota	4960	2010 Highway 105	77868	936-285-8018	TX	A 3 H Foods, LP	Ali Keshani
New Braunfels	827	1260 S Seguin Ave	78130	830-266-9386	TX	San-Tex Restaurants, Inc.	Marco Rivera
New Caney	3682	20130 Us Highway 59	77357	281-399-8988	TX	A 3 H Foods, LP	Ali Keshani
North Richland Hills	755	6501 Grapevine Hwy	76180	817-284-1301	TX	Feast Texas LLC	Daniel Myhren
Odessa	4742	3911 E 42nd St	79762	972-201-6290	TX	RRH - Austin, LLC	Clyde Rucker
Odessa	4799	2672 N County Rd W	79763	972-201-6290	TX	RRH - Austin, LLC	Clyde Rucker
Palestine	3819	2207 W Oak St	75801	903-723-6233	TX	TriBox, LLC	Yasin Choudry
Palmhurst	4716	223 E Mile 3 Rd	78573	956-215-7969	TX	A3H Foods II, LP	Angel Pulido
Palmview	3679	105 W Palma Vista Dr	78572	956-519-7807	TX	A3H Foods II, LP	Angel Pulido
Paris	3850	3110 Ne Loop 286	75460	903-784-5119	TX	AD JIB Ventures Corp.	Abid Durrani
Pasadena	641	7447 Spencer Hwy	77505	281-479-5889	TX	A 3 H Foods, LP	Ali Keshani
Pasadena	698	221 Richey St	77506	713-472-5444	TX	KHR Hooks, LLC	Elizabeth Keshani
Pasadena	3628	4104 Fairmont Pkwy	77504	281-998-7663	TX	KHR Hooks, LLC	Elizabeth Keshani
Pasadena	3944	903 Pasadena Blvd	77506	713-475-8061	TX	KHR Hooks, LLC	Elizabeth Keshani
Pasadena	4725	2103 E Sam Houston Pkwy S	77503	713-589-1415	TX	Houston Foodie, LLC	Manny Colorado
Pearland	3907	2702 Reid Blvd	77581	281-485-6669	TX	LBY Foods, LLC	Ali Keshani
Pearland	3929	1521 Broadway St	77581	281-993-0078	TX	LBY Foods, LLC	Ali Keshani
Pearland	3974	3426 Main St Ste 102	77581	281-485-4840	TX	LBY Foods, LLC	Ali Keshani
Pearland	4825	15750 South Fwy	77584	346-439-1655	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Pflugerville	864	14910 Fm 1825	78660	512-251-2576	TX	RRH - Austin, LLC	Clyde Rucker
Pflugerville	4760	1700 Fm 685	78660	512-252-7834	TX	RRH - Austin, LLC	Clyde Rucker
Pharr	3954	703 S Jackson Rd	78577	956-782-4500	TX	A3H Foods II, LP	Angel Pulido
Pharr	3984	6521 Thomas Dr	78577	956-702-2896	TX	A3H Foods II, LP	Angel Pulido

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Plano	784	201 W Parker Rd	75023	972-423-0524	TX	MANNAT FOOD INC.	Mannu Mehta
Plano	3778	905 Legacy Dr	75023	972-527-7367	TX	MANNAT FOOD INC.	Mannu Mehta
Plano	3836	5960 Dallas Pkwy	75093	972-473-7618	TX	MANNAT FOOD INC.	Mannu Mehta
Plano	3762	1205 Jupiter Rd	75074	972-423-0826	TX	Tash Foods, LLC	Tanzeem Rizvi
Plano	4864	1101 Preston Rd	75093	469-786-5208	TX	Prime Foods, Inc.	Tanzeem Rizvi
Port Arthur	647	4001 Twin City Hwy	77642	409-220-1651	TX	Beaumont Foodie, LLC	Manny Colorado
Port Arthur	3671	2840 Highway 365	77640	409-722-3022	TX	Beaumont Foodie, LLC	Manny Colorado
Port Isabel	4604	1681 State Highway 100	78578	956-772-7293	TX	HV Restaurants, LLC	Angel Pulido
Porter	3946	23183 Fm 1314 Rd	77365	281-354-4087	TX	A 3 H Foods, LP	Ali Keshani
Portland	4682	1047 US Frontage Rd 181	78374	361-360-6104	TX	HV Restaurants, LLC	Angel Pulido
Princeton	4744	200 E Princeton Dr	75407	972-736-3262	TX	MANNAT FOOD INC.	Mannu Mehta
Prosper	4865	4750 W University Dr	75078	469-481-2335	TX	Tash Foods, LLC	Tanzeem Rizvi
Richardson	745	1350 S Plano Rd	75081	972-234-8844	TX	MANNAT FOOD INC.	Mannu Mehta
Richardson	3838	2230 N Coit Rd	75080	972-907-2260	TX	MANNAT FOOD INC.	Mannu Mehta
Richardson	4818	510 W Arapaho Rd	75080	972-807-9264	TX	MANNAT FOOD INC.	Mannu Mehta
Richmond	4734	8102 Fm 1464 Rd	77407	281-242-5225	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Richmond	4755	1418 Crabb River Rd	77469	281-545-4902	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Richmond	4958	18520 W Airport Blvd	77407	281-494-6882	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Richmond	4817	7975 W Grand Pkwy S Ste 100	77407	281-344-2986	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Rio Grande City	3968	4600 E Us Highway 83	78582	956-338-1086	TX	A3H Foods II, LP	Angel Pulido
Rockwall	3725	2808 Ridge Rd	75032	972-771-4988	TX	TriBox, LLC	Yasin Choudry
Rosenberg	660	5004 Avenue H	77471	281-239-3610	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Rosenberg	3641	3317 1st St	77471	832-945-2554	TX	Gulf Coast Jacks, Inc.	Chris Edwards
Round Rock	839	2120 S Interstate 35	78681	512-388-2409	TX	RRH - Austin, LLC	Clyde Rucker
Round Rock	910	1121 E Palm Valley Blvd	78664	512-341-8707	TX	RRH - Austin, LLC	Clyde Rucker
Round Rock	917	3760 Gattis School Rd	78664	512-828-0380	TX	RRH - Austin, LLC	Clyde Rucker
Rowlett	3756	5410 Rowlett Rd	75089	972-475-6881	TX	Man Arr, Inc.	Manny Arruda
Royse City	3795	100 E Interstate 30	75189	972-635-2455	TX	TriBox, LLC	Yasin Choudry
San Antonio	814	502 N New Braunfels Ave	78202	210-245-4709	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	817	6811 W Military Dr	78227	726-245-9810	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	819	7206 Blanco Rd	78216	726-610-4112	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	822	1331 Sw Loop 410	78227	210-674-5750	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	847	5311 Rigsby Ave	78222	210-682-9411	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	853	2465 Babcock Rd	78229	210-615-7328	TX	San-Tex Restaurants, Inc.	Marco Rivera

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
San Antonio	854	4626 Fredericksburg Rd	78201	210-201-7523	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	855	9330 Wurzbach Rd	78240	210-390-6776	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	856	1619 Bandera Rd	78228	726-610-4205	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	858	1818 N Foster Rd	78244	210-699-4595	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	859	11615 N IH 35	78233	210-624-7258	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	868	7720 Fm 78	78244	210-890-5448	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	870	15037 Nacogdoches Rd	78247	726-336-9452	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	871	10683 Huebner Rd Ste 101	78240	726-226-3005	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	900	5850 Culebra Rd	78228	210-256-9749	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	903	3706 S Zarzamora St	78225	210-699-4490	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	908	3523 Se Military Dr	78223	726-400-9201	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	913	2100 Culebra Rd	78228	726-610-4202	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	914	523 Fair Ave	78223	726-226-4452	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	926	2235 Ne Loop 410	78217	210-890-2750	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	930	11729 Bandera Rd	78250	210-682-0091	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	935	7150 San Pedro Ave	78216	726-610-3870	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	940	718 S Zarzamora St	78207	726-400-9890	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	944	1214 W Old Us Highway 90	78227	210-904-0183	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	950	12503 Sw Loop 410	78224	210-910-5056	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	4719	506 New Valley Hi Dr	78227	726-610-5900	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	4723	21034 Us Highway 281 N	78258	210-497-7659	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	4772	5509 Roosevelt Ave	78214	726-202-2008	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Antonio	4773	11211 Potranco Rd	78253	210-679-5084	TX	San-Tex Restaurants, Inc.	Marco Rivera
San Benito	3678	692 S Sam Houston Blvd	78586	956-247-1307	TX	A3H Foods II, LP	Angel Pulido
San Juan	3667	902 Raul Longoria Rd	78589	956-781-4339	TX	A3H Foods II, LP	Angel Pulido
San Marcos	820	345 N L B J Dr	78666	512-353-7308	TX	RRH - Austin, LLC	Clyde Rucker
San Marcos	866	2207 S Interstate 35	78666	512-392-2338	TX	RRH - Austin, LLC	Clyde Rucker
Sanger	4886	650 N Stemmons Frwy	76266		TX	Feast Texas LLC	Daniel Myhren
Santa Fe	3906	13620 Highway 6	77517	409-925-5023	TX	A 3 H Foods, LP	Ali Keshani
Seabrook	646	4457 Nasa Pkwy # 1	77586	281-326-1101	TX	A 3 H Foods, LP	Ali Keshani
Seagoville	3811	600 E Malloy Bridge Rd	75159	972-287-8499	TX	TriBox, LLC	Yasin Choudry
Sealy	4706	2367 Highway 36 S	77474	979-484-7994	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Seguin	830	1070 E Court St	78155	830-433-7693	TX	San-Tex Restaurants, Inc.	Marco Rivera
Seguin	861	1810 W Ih 10	78155	830-433-7115	TX	San-Tex Restaurants, Inc.	Marco Rivera
Shepherd	4952	3101 Hwy 59 N	77371	832-702-5136	TX	HV Restaurants, LLC	Manny Colorado

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Sherman	737	2133 Texoma Pkwy	75090	903-893-2919	TX	Vinder Foods, LLC	Rabi Viswanath
Sherman	3842	100 W Fm 1417	75092	903-868-4805	TX	Vinder Foods, LLC	Rabi Viswanath
Silsbee	4778	150 Highway 327 E	77656	832-604-7705	TX	Beaumont Foodie, LLC	Manny Colorado
South Houston	4774	1202 College Ave	77587	713-947-8507	TX	LBY Foods, LLC	Ali Keshani
South Houston	3614	1503 Spencer Hwy	77587	713-944-1849	TX	KHR Hooks, LLC	Elizabeth Keshani
Splendora	3992	14699 Highway 59	77372	281-689-2645	TX	A 3 H Foods, LP	Ali Keshani
Spring	659	16802 Stuebner Airline Rd	77379	281-376-5340	TX	A 3 H Foods, LP	Ali Keshani
Spring	690	25060 Interstate 45	77386	281-367-2188	TX	A 3 H Foods, LP	Ali Keshani
Spring	3635	19715 Holzwarth Rd	77388	281-355-1258	TX	A 3 H Foods, LP	Ali Keshani
Spring	3923	4720 Spring Cypress Rd	77379	281-374-0361	TX	A 3 H Foods, LP	Ali Keshani
Spring	3976	25520 Aldine Westfield Rd	77373	281-528-0791	TX	A 3 H Foods, LP	Ali Keshani
Spring	4704	3842 Fm 2920 Rd	77388	281-651-9815	TX	A 3 H Foods, LP	Ali Keshani
Spring	4738	2685 Rayford Rd	77386	832-813-0996	TX	A 3 H Foods, LP	Ali Keshani
Springtown	4884	401 Old Springtown Rd	76082	682-379-0280	TX	Feast Texas LLC	Daniel Myhren
Stafford	3696	12175 Southwest Fwy	77477	281-530-0199	TX	KHR Hooks, LLC	Elizabeth Keshani
Stephenville	3828	2801 W Washington St	76401	254-918-5002	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Sugar Land	3622	13124 S Dairy Ashford Rd	77478	346-347-3635	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Sugar Land	3904	1744 Dulles Ave	77478	346-347-3626	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Sugar Land	4731	13325 W Airport Blvd	77478	281-845-2580	TX	Cal-Tex Restaurants, Inc.	Laura Ramirez
Sulphur Springs	3790	110 Shannon Rd W	75482	903-438-8069	TX	AD JIB Ventures Corp.	Abid Durrani
Taylor	924	3120 N Main St	76574	512-365-6116	TX	RRH - Austin, LLC	Clyde Rucker
Temple	816	204 W Adams Ave	76501	254-730-4571	TX	Jackberry LLC	Cody Herrick
Temple	3862	3608 Sw Hk Dodgen Loop	76504	254-786-0195	TX	Jackberry LLC	Cody Herrick
Terrell	3774	1898 W Moore Ave	75160	972-551-0105	TX	TriBox, LLC	Yasin Choudry
Texarkana	4980	4407 N Stateline Ave	75503	903-255-7393	TX	Rock East LLC	Chris Aslam
Texas City	635	2101 9th Avenue North	77590	409-945-2332	TX	A 3 H Foods, LP	Ali Keshani
Texas City	3623	2101 Fm 2004 Rd	77591	409-986-7297	TX	A 3 H Foods, LP	Ali Keshani
The Colony	3821	4683 Highway 121	75056	972-624-1169	TX	MANNAT FOOD INC.	Mannu Mehta
The Woodlands	3657	1250 Lake Woodlands Dr	77380	281-363-4143	TX	A 3 H Foods, LP	Ali Keshani
The Woodlands	3908	7950 Research Forest Dr	77382	281-367-6931	TX	A 3 H Foods, LP	Ali Keshani
Tomball	3608	28423 Tomball Pkwy	77375	281-351-5633	TX	A 3 H Foods, LP	Ali Keshani
Tomball	3969	11214 Fm 2920 Rd	77375	281-516-1401	TX	A 3 H Foods, LP	Ali Keshani
Tomball	3980	16003 Fm 2920 Rd	77375	281-255-2163	TX	A 3 H Foods, LP	Ali Keshani
Tomball	4959	9065 FM 2920 RD	77375	281-257-4851	TX	A 3 H Foods, LP	Ali Keshani
Tyler	3803	1703 S Broadway Ave	75701	903-592-8841	TX	AD JIB Ventures Corp.	Abid Durrani

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Van Alstyne	4745	121 S Henry Hynds Expy	75495	903-482-9450	TX	Vinder Foods, LLC	Rabi Viswanath
Vidor	4718	1315 N Main St	77662	409-769-0542	TX	Beaumont Foodie, LLC	Manny Colorado
Waco	832	5125 Bosque Blvd	76710	254-786-0097	TX	Jackberry LLC	Cody Herrick
Waco	3813	1724 S Valley Mills Dr	76711	254-306-5781	TX	Jackberry LLC	Cody Herrick
Waller	3925	31014 Fm 2920 Rd	77484	936-931-3519	TX	A 3 H Foods, LP	Ali Keshani
Wallisville	3966	22902 Interstate 10	77597	409-316-0900	TX	Beaumont Foodie, LLC	Manny Colorado
Watauga	3720	6241 Rufe Snow Dr	76148	817-502-2262	TX	Feast Texas LLC	Daniel Myhren
Waxahachie	3785	1204 N Highway 77	75165	972-923-9323	TX	Ibrahim Investment Corporation	Umar Ibrahim
Weatherford	733	804 S Main St	76086	817-609-4790	TX	Feast Texas LLC	Daniel Myhren
Weatherford	3800	2002 Clear Lake Rd	76086	817-594-3689	TX	R&R Business Ventures, Inc.	Umar Ibrahim
Webster	3621	418 El Dorado Blvd	77598	281-286-4816	TX	A 3 H Foods, LP	Ali Keshani
Webster	3930	3134 Fm 528 Rd	77598	281-993-2044	TX	Houston Foodie, LLC	Manny Colorado
Weslaco	3933	1538 N Texas Blvd	78596	956-973-0018	TX	A3H Foods II, LP	Angel Pulido
Weslaco	4601	101 N International Blvd	78596	956-246-4127	TX	HV Restaurants, LLC	Angel Pulido
West Columbia	4735	801 S 17th St	77486	979-345-4005	TX	Gulf Coast Jacks, Inc.	Chris Edwards
White Settlement	4769	8700 West Fwy	76108	817-246-1224	TX	Indo Desert LLC	Steven Myers
Wichita Falls	4771	3125 Lawrence Rd	76308	940-689-9100	TX	Feast Texas LLC	Daniel Myhren
Wichita Falls	4828	2610 Central Freeway	76306	940-851-0667	TX	Feast Texas LLC	Daniel Myhren
Willis	3640	910 W Montgomery St	77378	936-856-9779	TX	A 3 H Foods, LP	Ali Keshani
Winnie	3921	350 Spur 5	77665	409-220-1079	TX	Beaumont Foodie, LLC	Manny Colorado
Woodville	3994	102 N Magnolia St	75979	409-331-1136	TX	Beaumont Foodie, LLC	Manny Colorado
Wylie	3826	201 S Highway 78	75098	972-442-6118	TX	Spring Valley Jack, LLC	T.J. Ahmed
Cedar City	7277	1313 S Providence Center Dr	84720	435-586-7132	UT	West Box LLC	Alonso Alvarez
Clearfield	1315	310 E 650 N	84015	801-921-4660	UT	Seasons Restaurant Group LLC	Garren Grieve
Saint George	1305	1596 S Convention Center Dr	84790	435-986-0284	UT	West Box LLC	Alonso Alvarez
Salt Lake City	1313	61 E 2100 S St.	84115	801-492-1456	UT	Seasons Restaurant Group LLC	Garren Grieve
Saratoga Springs	1319	1303 N. Redwood Rd.	84045		UT	Salt Rock LLC	Alonso Alvarez
South Jordan	1320	11432 S District Dr	84095	385-314-3719	UT	Seasons Restaurant Group LLC	Garren Grieve
Syracuse	1316	1726 Bluff Ridge Dr	84075	385-337-2023	UT	Seasons Restaurant Group LLC	Garren Grieve
Tooele	1329	592 N Main St	84074	801-996-7088	UT	Seasons Restaurant Group LLC	Garren Grieve
Washington	1306	775 W Telegraph St	84780	435-656-4450	UT	West Box LLC	Alonso Alvarez
West Valley City	1327	4380 W 3500 S	84120	801-251-7902	UT	Seasons Restaurant Group LLC	Garren Grieve
Aberdeen	8421	400 E Heron St	98520	360-532-7243	WA	AJP Enterprises, LLC	Steve Wazny
Anacortes	8373	2820 Commercial Ave	98221	360-299-8602	WA	PARS GROUP LLC	Laura Cinciukaite
Arlington	8466	3818 172nd St Ne	98223	360-653-3734	WA	PARS GROUP LLC	Laura Cinciukaite

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Auburn	8366	524 A St Se	98002	253-939-3270	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Auburn	8427	340 15th St Ne	98002	253-939-6860	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Bellevue	8367	3179 156th Ave Se	98007	425-746-0527	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Bellevue	8422	1900 148th Ave Ne	98007	425-643-3388	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Bellingham	8372	1020 W Bakerview Rd	98226	360-647-6072	WA	PARS GROUP LLC	Laura Cinciukaite
Bellingham	8457	1075 E Sunset Dr	98226	360-671-7727	WA	PARS GROUP LLC	Laura Cinciukaite
Blaine	8380	8140 Birch Bay Square St	98230	360-366-3869	WA	PARS GROUP LLC	Laura Cinciukaite
Bonney Lake	8460	19510 State Route 410 E	98390	253-862-0999	WA	AJP Enterprises, LLC	Steve Wazny
Bremerton	8363	4305 Kitsap Way	98312	360-782-0387	WA	AJP Enterprises, LLC	Steve Wazny
Bremerton	8449	4219 Wheaton Way	98310	360-479-3443	WA	AJP Enterprises, LLC	Steve Wazny
Burien	8405	14206 1st Ave S	98168	206-242-3364	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Burien	8407	1127 Sw 128th St	98146	206-244-1950	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Burlington	8379	9408 Old Highway 99	98233	360-757-0938	WA	PARS GROUP LLC	Laura Cinciukaite
Burlington	8455	610 S Burlington Blvd	98233	360-757-7580	WA	PARS GROUP LLC	Laura Cinciukaite
Centralia	8493	1130 Harrison Ave	98531	360-807-0277	WA	AJP Enterprises, LLC	Steve Wazny
Chehalis	8465	113 Interstate Ave	98532	360-748-6505	WA	AJP Enterprises, LLC	Steve Wazny
Des Moines	8472	22633 Marine View Dr S	98198	206-870-0995	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Des Moines	8478	1810 S 272nd St	98198	253-941-5958	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Dupont	8370	1275 Center Dr	98327	253-964-0759	WA	AJP Enterprises, LLC	Steve Wazny
East Wenatchee	8389	501 Grant Rd	98802	509-884-1934	WA	FEAST Foods, LLC	Shayne Stimpson
Edmonds	8434	21130 Highway 99	98026	425-771-5212	WA	PARS GROUP LLC	Laura Cinciukaite
Ellensburg	8484	115 W University Way	98926	509-320-4395	WA	FEAST Foods, LLC	Shayne Stimpson
Enumclaw	8454	311 Griffin Ave E	98022	360-802-1087	WA	AJP Enterprises, LLC	Steve Wazny
Everett	8307	11820 Evergreen Way	98204	425-356-9920	WA	PARS GROUP LLC	Laura Cinciukaite
Everett	8310	8520 Evergreen Way	98208	425-267-9651	WA	PARS GROUP LLC	Laura Cinciukaite
Everett	8314	1515 132nd St Se	98208	425-337-6666	WA	PARS GROUP LLC	Laura Cinciukaite
Everett	8423	2106 Everett Ave	98201	425-259-5283	WA	PARS GROUP LLC	Laura Cinciukaite

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Everett	8438	1505 Se Everett Mall Way	98208	425-347-7171	WA	PARS GROUP LLC	Laura Cinciukaite
Everett	8470	4717 Evergreen Way	98203	425-339-0866	WA	PARS GROUP LLC	Laura Cinciukaite
Federal Way	8305	1610 S 347th Pl	98003	253-815-0059	WA	AJP Enterprises, LLC	Steve Wazny
Federal Way	8360	2400 Sw 336th St	98023	253-874-5257	WA	AJP Enterprises, LLC	Steve Wazny
Ferndale	8397	1819 Main St	98248	360-380-5989	WA	PARS GROUP LLC	Laura Cinciukaite
Graham	8395	22209 Meridian Ave E	98338	253-875-7782	WA	NHG Enterprises LLC	Steve Wazny
Issaquah	8303	740 Nw Gilman Blvd	98027	425-837-1618	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Kelso	7180	104 N Minor Rd	98626	360-425-0685	WA	3 Brothers Restaurants- JIB LLC	Mark Miller
Kennewick	8301	2722 W 10th Ave	99336	509-585-0406	WA	FEAST Foods, LLC	Shayne Stimpson
Kennewick	8351	4800 W Clearwater Ave	99336	509-374-0437	WA	FEAST Foods, LLC	Shayne Stimpson
Kent	8404	221 Central Ave N	98032	253-854-2689	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Kent	8429	23911 104th Ave Se	98031	253-854-3044	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Kent	8474	20746 108th Ave Se	98031	253-852-1529	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Kent	8496	8829 S 180th St	98032	425-251-0286	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Kent	8499	16757 Se 272nd St	98042	253-631-5393	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Kirkland	8448	12409 Ne 116th St	98034	425-822-8442	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Lacey	8343	8215 Martin Way E	98516	360-438-8544	WA	AJP Enterprises, LLC	Steve Wazny
Lacey	8430	4040 Martin Way	98506	360-491-4632	WA	AJP Enterprises, LLC	Steve Wazny
Lake Stevens	8388	507 91st Ave Ne	98258	425-334-6130	WA	PARS GROUP LLC	Laura Cinciukaite
Lakewood	8446	11023 Bridgeport Wy SW	98499	253-343-6017	WA	AJP Enterprises, LLC	Steve Wazny
Lakewood	8468	8504 Hipkins Rd Sw	98498	253-984-0661	WA	AJP Enterprises, LLC	Steve Wazny
Longview	8431	1445 15th Ave	98632	360-636-3500	WA	3 Brothers Restaurants- JIB LLC	Mark Miller
Lynnwood	8381	17210 Highway 99	98037	425-745-6505	WA	PARS GROUP LLC	Laura Cinciukaite
Lynnwood	8464	1212 164th St Sw	98087	425-742-0652	WA	PARS GROUP LLC	Laura Cinciukaite
Lynnwood	8483	4323 196th St Sw	98036	425-673-7895	WA	PARS GROUP LLC	Laura Cinciukaite
Marysville	8308	9603 State Ave	98270	360-653-7447	WA	PARS GROUP LLC	Laura Cinciukaite
Marysville	8437	1125 4th St	98270	360-653-8344	WA	PARS GROUP LLC	Laura Cinciukaite
Monroe	8390	13714 Roosevelt Rd	98272	360-863-8377	WA	PARS GROUP LLC	Laura Cinciukaite

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City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Monroe	8475	19905 State Route 2	98272	360-794-1896	WA	PARS GROUP LLC	Laura Cinciukaite
Moses Lake	8335	506 E Wheeler Rd	98837	509-764-1581	WA	FEAST Foods, LLC	Shayne Stimpson
Mount Vernon	8417	304 E College Way	98273	360-428-6960	WA	PARS GROUP LLC	Laura Cinciukaite
Mukilteo	8344	11800 Mukilteo Speedway	98275	425-493-8470	WA	PARS GROUP LLC	Laura Cinciukaite
Oak Harbor	8452	32205 State Route 20	98277	360-675-1768	WA	PARS GROUP LLC	Laura Cinciukaite
Olympia	8424	520 Plum St Se	98501	360-754-7296	WA	AJP Enterprises, LLC	Steve Wazny
Pacific	8473	402 Seattle Blvd N	98047	253-351-9346	WA	AJP Enterprises, LLC	Steve Wazny
Pasco	8345	3109 W Court St	99301	509-544-0576	WA	FEAST Foods, LLC	Shayne Stimpson
Pasco	8383	7214 Burden Blvd	99301	509-546-2174	WA	FEAST Foods, LLC	Shayne Stimpson
Port Angeles	8358	902 E Front St	98362	360-417-5187	WA	AJP Enterprises, LLC	Steve Wazny
Poulsbo	8391	21599 Market Pl Nw	98370	360-394-5225	WA	AJP Enterprises, LLC	Steve Wazny
Prosser	8299	701 Wine Country Rd	99350	509-540-3470	WA	FEAST Foods, LLC	Shayne Stimpson
Pullman	8361	310 Ne Stadium Way	99163	509-332-5317	WA	FEAST Foods, LLC	Shayne Stimpson
Puyallup	8462	705 S Meridian	98371	253-435-6071	WA	AJP Enterprises, LLC	Steve Wazny
Puyallup	8463	3750 S Meridian	98373	253-840-2411	WA	AJP Enterprises, LLC	Steve Wazny
Puyallup	8485	16022 Meridian E	98375	253-386-6533	WA	AJP Enterprises, LLC	Steve Wazny
Puyallup	8488	11024 Canyon Rd	98373	253-537-3467	WA	AJP Enterprises, LLC	Steve Wazny
Redmond	8346	16280 Ne 87th St	98052	425-861-0681	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Renton	8306	4810 Ne 4th St	98059	425-793-5874	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Renton	8409	479 Rainier Ave S	98055	425-226-1923	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Renton	8413	2813 Sunset Blvd Ne	98056	425-228-5207	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Richland	8327	49 Columbia Point Dr	99352	509-943-8544	WA	FEAST Foods, LLC	Shayne Stimpson
Rochester	8399	19715 Old Highway 99 Sw	98579	360-273-9866	WA	NHG Enterprises LLC	Steve Wazny
Seatac	8428	2840 S 188th St	98188	206-244-6293	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Seattle	8350	12515 Aurora Ave N	98133	206-365-2204	WA	PARS GROUP LLC	Laura Cinciukaite
Seattle	8425	8502 Aurora Ave N	98103	206-524-2296	WA	PARS GROUP LLC	Laura Cinciukaite
Seattle	8467	1907 4th Ave S	98134	206-628-9028	WA	PARS GROUP LLC	Laura Cinciukaite
Seattle	8476	4203 Sw Admiral Way	98116	206-932-7315	WA	PARS GROUP LLC	Laura Cinciukaite
Seattle	8490	5903 1st Ave S	98108	206-764-9564	WA	PARS GROUP LLC	Laura Cinciukaite

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Seattle	8406	9102 Rainier Ave S	98118	206-725-7143	WA	Northwest Food Management Group Inc.	Paul Urbina
Shelton	8329	2947 Olympic Hwy N	98584	360-427-1468	WA	AJP Enterprises, LLC	Steve Wazny
Shoreline	8410	18213 Aurora Ave N	98133	206-546-1978	WA	PARS GROUP LLC	Laura Cinciukaite
Silverdale	8441	10735 Silverdale Way Nw	98383	360-698-0150	WA	AJP Enterprises, LLC	Steve Wazny
Snohomish	8321	827 Avenue D	98290	360-568-6644	WA	PARS GROUP LLC	Laura Cinciukaite
Spanaway	8386	20505 Mountain Hwy E	98387	253-847-2891	WA	AJP Enterprises, LLC	Steve Wazny
Spokane	8326	4001 N Market St	99207	509-487-2586	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane	8338	2732 N Division St	99207	509-328-1041	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane	8385	10306 W Highway 2	99224	509-455-5155	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane	8400	1527 W Northwest Blvd	99205	509-326-6000	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane	8432	5 W Hawthorne Rd	99218	509-465-5865	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane	8435	1505 N Pines Rd	99206	509-891-4145	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane	8439	6318 N Division St	99208	509-484-5962	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane	8461	505 W 3rd Ave	99201	509-456-0540	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane	8480	4220 E Sprague Ave	99202	509-533-1191	WA	FEAST Foods, LLC	Shayne Stimpson
Spokane Valley	8442	2205 N Argonne Rd	99212	509-922-7320	WA	FEAST Foods, LLC	Shayne Stimpson
Stanwood	8369	26906 92nd Ave Nw	98282	360-629-2384	WA	PARS GROUP LLC	Laura Cinciukaite
Sumner	8376	827 Valley Ave	98390	253-863-1698	WA	AJP Enterprises, LLC	Steve Wazny
Sunnyside	8362	100 W South Hill Rd	98944	509-837-3644	WA	FEAST Foods, LLC	Shayne Stimpson
Tacoma	8304	2054 6th Ave	98403	253-597-8974	WA	AJP Enterprises, LLC	Steve Wazny
Tacoma	8371	5207 Tacoma Mall Blvd	98409	253-472-0533	WA	AJP Enterprises, LLC	Steve Wazny
Tacoma	8411	5517 Pacific Ave	98408	253-473-3407	WA	AJP Enterprises, LLC	Steve Wazny
Tacoma	8445	10656 Pacific Ave S	98444	253-536-1995	WA	AJP Enterprises, LLC	Steve Wazny
Tacoma	8477	15114 Pacific Ave S	98444	253-536-3280	WA	AJP Enterprises, LLC	Steve Wazny
Tillicum	8398	15310 Union Ave Sw	98498	253-584-0613	WA	NHG Enterprises LLC	Steve Wazny
Tukwila	8365	3742 S 144th St	98168	206-242-8877	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Tukwila	8481	13050 Interurban Ave S	98168	206-242-3525	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Tumwater	8319	1635 Mottman Rd Sw	98512	360-357-1068	WA	AJP Enterprises, LLC	Steve Wazny
Tumwater	8471	110 Trosper Rd Sw	98501	360-350-8885	WA	AJP Enterprises, LLC	Steve Wazny
University Place	8482	3922 Bridgeport Way W	98466	253-565-3513	WA	AJP Enterprises, LLC	Steve Wazny
Vancouver	8318	7650 Ne Fourth Plain Rd	98662	360-891-8806	WA	3 Brothers Restaurants- JIB LLC	Mark Miller
Vancouver	8330	13009 Ne Highway 99 Ste 300	98686	360-576-7023	WA	3 Brothers Restaurants- JIB LLC	Mark Miller

EXHIBIT D – LIST OF FRANCHISED LOCATIONS (as of September 28, 2025)

City	Unit No.	Street	Zip	Phone	ST	Entity Name	Franchise Operator Name
Vancouver	8331	7205 Ne 117th Ave	98662	360-885-2450	WA	3 Brothers Restaurants- JIB LLC	Mark Miller
Vancouver	8375	7815 Ne 6th Ave	98665	360-546-2050	WA	3 Brothers Restaurants- JIB LLC	Mark Miller
Vancouver	8487	221 Ne 104th Ave	98664	360-885-3898	WA	3 Brothers Restaurants- JIB LLC	Mark Miller
Veradale	8491	711 N Sullivan Rd	99037	509-530-1650	WA	FEAST Foods, LLC	Shayne Stimpson
Walla Walla	8322	212 S 9th Ave	99362	509-529-1832	WA	FEAST Foods, LLC	Shayne Stimpson
Washougal	8328	3307 Evergreen Way #201	98671	360-335-8406	WA	3 Brothers Restaurants- JIB LLC	Mark Miller
Wenatchee	8378	408 N Chelan Ave	98801	509-667-1627	WA	FEAST Foods, LLC	Shayne Stimpson
Woodinville	8489	17445 131st Ave Ne	98072	425-486-4580	WA	Northwest Food Management Group Inc.	Laura Cinciukaite
Yakima	8300	2317 S First St	98903	509-248-3796	WA	FEAST Foods, LLC	Shayne Stimpson
Yakima	8315	1002 N 1st St	98901	509-452-5260	WA	FEAST Foods, LLC	Shayne Stimpson
Yakima	8494	3907 Tieton Dr	98902	509-972-4368	WA	FEAST Foods, LLC	Shayne Stimpson
Yelm	8336	1001 E Yelm Ave	98597	360-400-5225	WA	AJP Enterprises, LLC	Steve Wazny

Franchisees Who Ceased To Do Business
Under A Franchise Agreement During The Fiscal Year 2025

The following is a list of the names, addresses and last known telephone numbers of all franchisees who have had their *Jack in the Box* restaurant franchise outlet(s) terminated, cancelled, not renewed or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year ended September 28, 2025, or who have not communicated with us within the 10 weeks preceding the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Left Jack in the Box System:

Name	Address	Phone
Hossein (Joe) Halabian	P.O. Box 255, Redlands, CA 92373	951-205-9142

Closed Jack in the Box Restaurants:

Unit #	Name	Address	Phone
001537	Joe Espinosa	39526 N Gavilan Peak Pkwy Anthem, AZ 85086	480-966-1201
001518	Adam Stine	2070 N Dobson Rd, Chandler, AZ, 85224	602-843-0530
001501	Adel Farag	4361 E Baseline Rd, Gilbert, AZ 85234	480-967-8976
001555	Steve Stine	5207 S Power Rd, Mesa, AZ 85212	602-843-0530
000112	Adam Stine	132 W Mcdowell Rd, Phoenix, AZ 85003	602-843-0530
001192	Adam Stine	3150 E Washington St, Phoenix, AZ 85034	602-843-0530
000123	Steve Stine	8951 N 19th Ave, Phoenix, AZ 85021	602-843-0530
001553	Steve Stine	2420 E Beardsley Rd, Phoenix, AZ 85050	602-843-0530
001512	Adam Schmitz	7622 E State Route 69 Prescott Valley, AZ 86314	928-213-8996
003316	Eddie Nieves	205 Trask St, Bakersfield, CA 93314	818-285-2180
000362	Hamid Sharafatian	40771 Village Dr, Big Bear Lake, CA 92315	760-245-5073
005361	Ben Eramya	13361 Crossroads Pkwy N City Of Industry, CA 91746	951-677-3976
000394	Hai Zaidul	1010 N Harbor Blvd, Fullerton, CA 92832	626-422-9255
000257	Priya Dhillon	1160 Aviation Blvd Hermosa Beach, CA 90254	562-402-4110
000152	Priya Dhillon	2101 Palos Verdes Dr N, Lomita, CA 90717	562-402-4110
003161	Lee Su	11010 Pico Blvd, Los Angeles, CA 90064	310-534-0192
009902	Riju Sood	615 N Western, Los Angeles, CA 90004	818-285-2180
000561	Dharmesh Patel	4990 Watt Ave, North Highlands, CA 95660	510-713-3620
003075	SSPAmerica, Franchise Operator	Terminal 1 West, Space 1024 San Diego, CA 92101	703-729-2333
009908	Eddie Nieves	2171 S Grape St, Denver, CO 80222	818-285-2180
006311	Frank Conley	13520 Florida Blvd, Baton Rouge, LA 70819	480-734-7056
004059	Hamid Sharafatian	1289 Jeffco Blvd, Arnold, MO 63010	760-245-5073

Unit #	Name	Address	Phone
004037	Hamid Sharafatian	12298 Saint Charles Rock Rd Bridgeton, MO 63044	760-245-5073
004097	Hamid Sharafatian	910 Bryan Rd, O Fallon, MO 63366	760-245-5073
004090	Hamid Sharafatian	10866 Lilac Ave, Saint Louis, MO 63137	760-245-5073
004085	Hamid Sharafatian	1992 Wentzville Pkwy, Wentzville, MO 63385	760-245-5073
006807	Frank Conley	337 Westinghouse Blvd, Charlotte, NC 28273	480-734-7056
000842	Clyde Rucker	904 E Braker Ln, Austin, TX 78753	512-339-5101
000845	Clyde Rucker	1936 E Oltorf St, Austin, TX 78741	512-339-5101
000823	Clyde Rucker	1801 W Ben White Blvd, Austin, TX 78704	512-339-5101
000825	Clyde Rucker	814 E Rundberg Ln, Austin, TX 78753	512-339-5101
000865	Clyde Rucker	6419 Airport Blvd, Austin, TX 78752	512-339-5101
004751	Manny Colorado	1238 Waldron Rd, Corpus Christi, TX 78418	346-802-3946
004728	Manny Colorado	1502 Airline Rd Ste 302 Corpus Christi, TX 78412	346-802-3946
000947	Anil Yadav	100 Braddie Dr, Del Rio, TX 78840	510-713-3620
003763	Umar Ibrahim	691 W Us Highway 84, Del Rio, TX 75840	972-849-8191
003770	Bassam Odeh	14100 Trinity Blvd, Fort Worth, TX 76155	469-865-1300
000779	Ben Eramya	217 University Dr, Fort Worth, TX 76107	951-677-3976
003961	Anil Yadav	2101 N Brazosport Blvd, Freeport, TX 77541	510-713-3620
003670	Ali Keshani	101 E Parkwood Ave, Friendswood, TX 77546	832-678-3590
003616	Ali Keshani	2420 Bay Area Blvd, Houston, TX 77058	832-678-3590
003634	Ali Keshani	4920 W Bellfort St, Houston, TX 77035	832-678-3590
000618	Anil Yadav	8410 Hillcroft St, Houston, TX 77096	510-713-3620
000630	Anil Yadav	1419 Gessner Dr, Houston, TX 77080	510-713-3620
003629	Anil Yadav	3302 Richmond Ave, Houston, TX 77098	510-713-3620
003669	Anil Yadav	14540 Westheimer, Houston, TX 77077	510-713-3620
003909	Anil Yadav	10454 Richmond Ave, Houston, TX 77042	510-713-3620
004701	Anil Yadav	11833 Barker Cypress Rd, Houston, TX 77433	510-713-3620
000627	Anil Yadav	3908 Bellaire Blvd, Houston, TX 77025	510-713-3620
000633	Manny Colorado	1395 Federal Rd, Houston, TX 77015	346-802-3946
004872	Umar Ibrahim	160 Riddle Rd, Italy, TX 76651	972-849-8191
003793	Ben Eramya	103 N Main St, Keller, TX 76248	951-677-3976
000671	Ali Keshani	4308 Texas Ave, La Marque, TX 77568	832-678-3590
003673	Manny Colorado	2612 Cortez St, Laredo, TX 78043	346-802-3946
000946	Manny Colorado	5002 Saunders St, Laredo, TX 78041	346-802-3946
003666	Ali Keshani	1908 E Main St, League City, TX 77573	832-678-3590
004788	Ben Eramya	8416 Davis Blvd North Richland Hills, TX 76180	951-677-3976
003932	Manny Colorado	201 E Grant St, Roma, TX 78584	346-802-3946
000911	Clyde Rucker	16330 R R 620, Round Rock, TX 78681	512-339-5101

Unit #	Name	Address	Phone
000915	Anil Yadav	3702 Sw Military Dr, San Antonio, TX 78211	510-713-3620
000806	Anil Yadav	742 Sw Military Dr, San Antonio, TX 78221	510-713-3620
000809	Anil Yadav	4319 Vance Jackson Rd San Antonio, TX 78230	510-713-3620
000936	Anil Yadav	903 Probandt St, San Antonio, TX 78204	510-713-3620
000932	Anil Yadav	801 E Main St, Uvalde, TX 78801	510-713-3620
004764	Manny Colorado	1510 E Rio Grande St, Victoria, TX 77901	346-802-3946
004780	Manny Colorado	5229 N Navarro Dr, Victoria, TX 77904	346-802-3946
000676	Anil Yadav	1100 N Richmond, Wharton, TX 77488	510-713-3620
009903	Garren Grieve	23 N 900 W, Salt Lake City, UT 84116	949-689-2450
008320	Mark J. Miller	19 Nw 12th Ave, Battle Ground, WA 98604	503-877-1010
008302	Paul Urbina	22736 Bothell Everett Hwy, Bothell, WA 98021	425-285-9106
008426	Paul Urbina	6100 Ne Bothell Way, Kenmore, WA 98028	425-285-9106
008359	Paul Urbina	8083 Guide Meridian Rd, Lynden, WA 98264	425-285-9106
008412	Paul Urbina	4749 University Way Ne, Seattle, WA 98105	425-285-9106
008443	Paul Urbina	16400 W Valley Hwy, Tukwila, WA 98188	425-285-9106
008313	Mark J. Miller	16333A SE 12th ST, Vancouver, WA 98683	503-877-1010

Development Agreements Terminated in Fiscal Year 2025:

Developer Name	Business Address	Business Phone
Basaam Odeh / BDAA Holdings I, LTD	1915 Pine Street, Grand Prairie, TX 75050	469-865-1300
Krisztina Soltesz Mann	81 Carolina Cherry Drive, Las Vegas, NV 89141	702-400-4546

Franchisees Who Have Not Communicated in 10 Weeks Prior to Issuance Date:

None.

List of Franchisees Who Have Signed an Agreement,

but Not Yet Opened

(Under Table 5 in Item 20: Company does not sign a franchise agreement for a new unit until the Restaurant is ready to open. Accordingly, Column 1 of Table 5 labelled "Franchise Agreement signed but Outlets Not Yet Opened" includes the sites that developers / franchisees have submitted to Company and Company has accepted.)

Franchisees Who Had Signed an Agreement, but Not Yet Opened a Unit as of September 28, 2025 but Opened a Unit as of January 14, 2026

City	Unit No.	Street Address	Zip	Phone	ST	Entity Name	Franchisee Name
Orosi	5224	Road 128 & Albert Ave.	93647	559-625-4887	CA	YBR Enterprises Limited Partnership	Patrice Roux
Hinesville	6605	708 W. Oglethorpe Way	31313	516-376-4103	GA	Hinesville Vortex, LLC	Charles Terry
Shepherdsville	5008	157 Keystone Crossroads Dr.	40165	949-367-2980	KY	PGG South, LLC	Shane Paul
Dallas	4877	12330 Greenville Ave.	75243	972-992-0054	TX	Prime Foods, Inc.	Tanzeem Rizvi
Houston	4962	3031 Barker Cypress Rd.	77084	972-550-1282	TX	Gulf Coast Jacks, Inc.	Umar Imbrahim

Franchisees Who Have Signed an Agreement but Not Yet Opened as of January 14, 2026

Individual Developer/ Franchisee Name	Business Address	Business Phone	Accepted Site(s)
Taha Khan	1203 W Parker Road	281-818-0652	W Parker Rd & Hwy 78 Jonesboro, AR
Amritpal Kaur	1404 W. Magnolia St.	479-599-9662	S 8th St & W Oak St, Rogers, AR
Anil Yadav	3550 Mowry Ave Ste 301	510-792-3393	Northgate Blvd & Winterhaven Ave, Sacramento, CA
Anil Yadav	3550 Mowry Ave Ste 301	510-792-3393	El Camino Real & Santa Inez San Bruno, CA
Garren Grieve	3 Julia Street	949-689-2450	E Washington Blvd & S Atlantic Blvd, Commerce, CA
David Beshay	41856 Ivy St, #201	951-816-0189	Hwy 74 & El Toro Rd Lake Elsinore, CA
David Beshay	41856 Ivy St, #201	951-816-0189	Domenigoni Rd & Leon Rd, Winchester, CA
David Beshay	41856 Ivy St, #201	951-816-0189	E San Ysidro Blvd & Center St, San Diego, CA
Agustin Terrazas Wong	Promotora de Restaurants del Norte "PRN" Av Tomas Valles Vivar 6101-56	52 (614)439-0004	Gomez and Las Torres, Juarez, Chihuahua, MX
Agustin Terrazas Wong	Promotora de Restaurants del Norte "PRN" Av Tomas Valles Vivar 6101-56	52 (614)439-0004	Blvd Zaragoza & Av. Tecnologico, Juarez
Ed Zausch	239 New Gate Loop, Lake Mary, Florida 32746	863-528-5763	W State Rd 434 & W Warren Ave, Longwood, FL

Individual Developer/ Franchisee Name	Business Address	Business Phone	Accepted Site(s)
Darshana Patel	3257 Jasmine Hill Road	423-903-9983	Capital Circle NE & Mahan Dr, Tallahassee, FL
Jonathan Peralta	4231 Isabella Cir	407-414-5889	S John Young Pkwy & Americana Blvd, Orlando, FL
Jonathan Peralta	4231 Isabella Cir, Windermere, Florida 34786	407-414-5889	S Semoran Blvd & E Grant St, Orlando, FL
Charles Terry	51 Cohen Walker Dr. # 305	516-376-4103	Columbia St and Garret Way, Milledgeville, GA
Charles Terry	51 Cohen Walker Dr. # 305	516-376-4103	Perry Pkwy & Houston Lakes Rd, Perry, GA
Kevin Shah	500 W Lancaster Ct	847-452-9814	W Jefferson St & Republic Ave, Joliet, IL
Niraj Patel	2590 Capital Ave SW	269-312-9099	Capital Hwy SW & I-94, Battle Creek, MI
Maan Almansour	38995 Trawick Ct	248-722-7229	N Wayne Rd & Nankin Blvd, Westland, MI
Asif Niazi	214-218-4714	Wylie, TX 75093	2903 US 77 W & I-35, Perry, OK
Jimmy Singh	006940: Deep Springs Road & I-40	540-239-0553	Deep Springs Road & I-40, Dandridge, TN
Ali Keshani	2008 Champions Forest Dr. Ste 501	832-678-3590	CR 3549 & Miller Wilson Rd, Plum Grove, TX
Anil Yadav	3550 Mowry Ave Ste 301	510-792-3393	FM 1463 & Fulshear Bend Dr, Fulshear, TX
Umar Ibrahim	1915 Westridge Dr	972-550-1282	Wheatland Rd & Clark Rd, Dallas, TX
Umar Ibrahim	1915 Westridge Dr	972-550-1282	Eastchase Pkwy & Ederville Rd, Fort Worth, TX
Ali Keshani	2008 Champions Forest Dr. Ste 501	832-678-3590	Gulf Freeway & FM 517, Dickinson, TX
Javed Aslam	J&F and Sons LLC PO Box 496539	972-240-5225	S Buckner Blvd & US Hwy 175, Dallas, TX
Mannu Mehta	1303 N. Glendale Dr.	972-398-3121	Frankford Rd & Marsh Ln, Dallas, TX
Chris Aslam	1602 Wynn Joyce Rd	972-240-5225	W State Rd & Main Street, American Fork, UT
Steve Wazny	c/o AJP Enterprises LLC 5005	253-353-9867	Pacific Hwy S & S 312th St, Federal Way, WA

Washington franchisees - Do not sign this document.

EXHIBIT E

STATEMENT OF PROSPECTIVE FRANCHISEE

Washington franchisees - Do not sign this document.

STATEMENT OF PROSPECTIVE FRANCHISEE

Different Rules, LLC (Company) and I have an interest in making sure that no misunderstandings exist between us. Please review and reply to each question below:

1. Please list any information provided to you by any employee or other person speaking on our behalf concerning the sales, revenue, profits, or operating costs of one or more Jack in the Box restaurants operated by us, our affiliates, or our franchisees or that you may earn or experience that is in addition to the information contained in the Franchise Disclosure Document: (Attach additional pages, if necessary) _____

2. Please list any questions you have regarding the franchise opportunity that you would like to discuss prior to signing an agreement. (Attach additional pages, if necessary) _____
_____
_____

****

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 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.

This Statement of Prospective Franchisee does not waive any liability Company may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Please do not sign if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland.

****

I understand that the agreements I am signing contain no contingencies for me to obtain financing or to select / acquire a site.

PROSPECTIVE FRANCHISEE

X_____
Signature

_____
Printed Name

Date: _____

EXHIBIT F-1

FRANCHISE AGREEMENT
(AND AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM)

JACK IN THE BOX

FRANCHISE AGREEMENT

TABLE OF CONTENTS

1. LICENSE: SCOPE, TERM, NON-RENEWAL 2
2. FRANCHISE FEE 2
3. APPROVAL OF LEASES 3
4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE 4
5. STANDARDS OF OPERATION 4
   A. The Manuals 4
   B. Restaurant Buildings and Premises 5
   C. Signs 6
   D. Equipment 6
   E. Technology Fees 7
   F. Ingredients, Materials and Supplies 8
   G. Menu, Service, Health and Cleanliness 9
   H. Hours of Operation 10
   I. Machines and Similar Devices 10
   J. Personnel of the Franchised Restaurant 10
   K. Compliance with Laws 11
   L. Advertising and Promotional Materials 11
   M. Display and Use of the Marks 12
   N. Access to Premises 12
   O. Participation in Tests 13
   P. Delivery and Catering 13
   Q. Proposed System Modifications 13
   R. Summary of Expenditures 14
   S. Technology Fees 14
6. SERVICES AVAILABLE TO FRANCHISEE 14
7. TRAINING 15
8. ROYALTY AND MARKETING FEE 16
   A. Royalties 16
   B. Marketing Fee 17
   C. Gross Sales Defined 17
   D. Interest 17
   E. Method of Payment and Application of Payments 17
   F. Security Interest 18
9. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT 19
   A. Records That Must Be Maintained 19
   B. Accounting Documents to be Periodically Submitted to Company 20
   C. Taxes 21
   D. Audits 21
   E. Release of Financial and Other Information 21
10. CONFIDENTIAL INFORMATION 22
11. OWNERSHIP OF INTELLECTUAL PROPERTY 26
12. INSURANCE 27
13. INDEMNIFICATION 28
14. ASSIGNMENT OF THE FRANCHISE 29

15. DEATH OR PERMANENT INCAPACITY OF FRANCHISEE 30
16. RIGHT OF FIRST REFUSAL 31
17. COMPLIANCE WITH OTHER AGREEMENTS 33
18. TERMINATION 33
19. RESTRICTIONS ON OTHER BUSINESS INTERESTS 37
20. MISCELLANEOUS: GENERAL CONDITIONS 40
A. Interpretation/Entire Agreement 40
B. Non-Waiver 41
C. Non-Binding Mediation 41
D. Governing Law, Jurisdiction and Venue 42
E. Severability 43
F. Notices 43
G. Franchisee Structure and Liability of Owners 44
H. Signatures and Modification 44
I. Continuing Obligations 44
J. Cumulative Remedies 44
K. Attorneys' Fees 44
L. Relationship of the Parties 44

ATTACHMENT A - FRANCHISE RESTAURANT DESCRIPTION AND TECHNOLOGY FEE

ATTACHMENT B - GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

ATTACHMENT C - CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (For Shareholders, Partners, Members)

ATTACHMENT D - AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM OPTION

ATTACHMENT E – AMENDMENT TO FRANCHISE AGREEMENT FOR SELECT MARKET INCENTIVE PROGRAM

ATTACHMENT F – AMENDMENT TO FRANCHISE AGREEMENT FOR SELECT MARKET GRAND OPENING ADVERTISING AND PROMOTION FEE

Site No. _____

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Agreement") is made and entered into in the City of San Diego, State of California, as of the ____day of _____, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 (“Company”); and , , and , a [jurisdiction] [type of entity], with its principal place of business at ("Franchisee").

RECITALS

Company is the owner of the name JACK IN THE BOX® and certain other service marks, trademarks, names, logos and commercial symbols that are authorized for use from time to time in connection with JACK IN THE BOX restaurants, including but not limited to "*Jack in the Box*®" (the "Marks").

Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to: operating and management systems and standards; specifications and procedures for the purchase, preparation and sale of food, beverages and other products; and a distinctive building design, decor and color scheme (the "System").

The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages, which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; and (c) a public image that each JACK IN THE BOX restaurant is a unit in an established quick-service restaurant system, and that all JACK IN THE BOX restaurants are operated with high standards for product quality and service and aesthetic effect of the restaurant premises.

Company operates, and grants franchises to operate, restaurants known as JACK IN THE BOX restaurants using the System and the Marks.

Franchisee recognizes the uniqueness, confidentiality and value of the System, and the advantages and benefits which may be obtained by using the System and the Marks, and desires to use the System and the Marks which Company uses and makes available to its Franchisees, in the operation of a JACK IN THE BOX restaurant.

Franchisee acknowledges that Company has entered into, and will continue to enter into, agreements with other franchisees that may contain provisions, conditions and

obligations that differ from those in this Agreement, and that the existence of those agreements does not affect the parties' duties to comply with this Agreement.

In consideration of the foregoing, the fees and other sums payable by Franchisee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. LICENSE: SCOPE, TERM, NON-RENEWAL

Company grants to Franchisee a limited license, subject to the terms and conditions hereof, for the term of this Agreement, to use the System and the Marks, and such other Marks as Company may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Franchised Restaurant") at , more fully described in Attachment A hereto ("the Premises"), and at that location only. During the term of this Agreement, the Premises shall be used exclusively for the operation and promotion of the Franchised Restaurant. This license is non-exclusive, is for the Premises only, and does not in any way grant to or confer upon Franchisee any proprietary rights or goodwill rights to the Marks or to any country, province, state, area, market or territory.

Company retains the right and is expressly permitted to engage in the wholesale and retail production, distribution, and sale of products, including food products of any kind (i) under the JACK IN THE BOX trademark or any other trademarks, (ii) through company-operated restaurants (which may be operated by us or our affiliates, parents or subsidiaries), franchised restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Franchisee's restaurant. Company may develop, establish or acquire other franchise systems for the same, similar or different products, and may grant licenses thereto, without providing Franchisee any rights therein.

The term of this Agreement shall commence on _____, and shall expire _____, unless sooner terminated in accordance with the provisions of this Agreement. Franchisee accepts this license with the understanding that this Agreement is not renewable, and that Company makes no assurance of the granting of a new license at expiration. Unless Franchisee obtains prior written approval from Company, Franchisee must continuously operate the Franchised Restaurant for the entire term noted.

2. FRANCHISE FEE

In consideration of the granting of this license, Franchisee shall pay to Company, on or before the execution of this Agreement, the sum of fifty thousand dollars ($50,000) ("Franchise Fee"); provided that any pro-rated development fees paid under any applicable development agreement shall be applied against this fee. The Franchise Fee is fully earned by Company upon execution. The Franchise Fee is net of any tax, excluding income tax but including excise tax or other fee imposed upon Company due to the collection of the Franchise Fee. The Franchise Fee is not refundable.

3. APPROVAL OF LEASES

For any leases entered into on or after this date, if Franchisee leases the Premises from a third party, Franchisee must employ its best efforts to use Company's standard form lease or lease addendum (current lease addendum attached to FDD). Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

1. Franchisee may not use the Premises for the operation of any business other than a JACK IN THE BOX restaurant;

2. The landlord consents to the Franchisee's use of such Marks and signage as Company may reasonably require;

3. Company has the right to enter the Premises to make any modification necessary to protect its Marks or to cure any default under the lease or this Agreement, including the right to enter upon expiration or termination to de-identify the Premises if Franchisee fails or refuses to do so;

4. Franchisee must use its best efforts to require that Franchisee's landlord copy Company on any notices to Franchisee that are related to Franchisee's performance under the lease, including, but not limited to, late rent notices, notices of default, and notices of termination; notwithstanding the foregoing, Franchisee agrees to copy Company on Franchisee's responses to such notices;

5. If Franchisee is in default under the lease or if this Agreement is terminated, Company will have the right to cure the default or assume the lease, and to sublease the Premises for all, or any part of, the term of the lease;

6. A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Franchised Restaurant is located; and

7. The lease shall require that the landlord deliver to Franchisee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the Premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Franchisee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Franchisee's use and possession of the Premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

You will not be permitted to open the Franchised Restaurant for business unless Company's standard lease addendum is used or the lease is otherwise approved by the Company in writing. You may not amend or modify the lease without Company's prior written approval. Company's approval of a lease does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of any

restaurant operated at that location; nor does such approval constitute a legal review of the terms and conditions of the lease.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF FRANCHISEE

Franchisee represents, warrants and covenants as follows:

A. Franchisee has delivered to Company a Certification of Entity Structure, which constitutes a true, complete and accurate description of all of the individuals who have an ownership interest in the franchise or Franchisee, if Franchisee is a legally formed entity. There has been no change in said ownership structure since the certification was delivered to Company. The ownership structure described in the certification shall remain unchanged during the term of this Agreement, unless modified in accordance with the provisions of this Agreement. The provisions of this Agreement relating to changes in ownership or ownership structure shall apply to all such changes, including changes in relative shares of ownership of a Franchisee.

B. Franchisee represents and warrants that all Owners (as defined in this Section 4.B.) have executed, simultaneously with Franchisee's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment B). "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

C. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Franchisee. Franchisee shall make timely filings of all tax returns, and shall pay when due all taxes levied or assessed in connection with the possession, ownership or operation of the Franchised Restaurant and the Premises. Franchisee may contest the validity or the amount of the tax in accordance with applicable procedures of the jurisdiction, but Franchisee shall in no event permit a tax sale or seizure of the Franchised Restaurant, the Premises, or any equipment.

D. The written information that Franchisee has submitted to Company in connection with the grant of this franchise, including, but not limited to, a Franchise Application Package, is true, correct and accurate.

5. STANDARDS OF OPERATION

Franchisee shall adhere to the System. Franchisee shall meet all the standards and specifications, and follow the procedures communicated in writing by Company to Franchisee.

A. The Manuals

The parties agree that Franchisee's adherence to Company's System standards and specifications is necessary to the image, operation and success of each JACK IN THE BOX restaurant and the System. The JACK IN THE BOX System standards, specifications, and procedures, as they may be renamed, amended, expanded and consolidated by Company from time to time (collectively, "Manuals"), shall contain

mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by Company for the operation of a JACK IN THE BOX restaurant by a Franchisee, among other things. Some or all of the Manuals may be provided in an electronic format on an online system. Franchisee acknowledges receipt of the Manuals on loan for the term of this Agreement, and agrees to monitor the online system for updates to the Manuals. Franchisee shall strictly adhere to these standards, specifications and procedures, which Company may, in its sole discretion, change from time to time. (Wherever this agreement states that Company may take action in its "sole discretion," Company will use good faith in its exercise of such discretion.) Franchisee agrees to accept and comply with any changes, modifications, revisions and additions made by Company, in its sole discretion, to the menu, service expectations, restaurant environment, customer offerings, product pricing, and other elements of the System standards, specifications, and procedures, which Company, in the good faith exercise of its judgment, believes to be necessary or desirable.

The material contained in the Manuals consists of confidential trade secrets of Company, and Company is the owner of the Manuals and of all proprietary rights in and to the material and information contained therein. Such material is to be used by Franchisee only in connection with the operation of the Franchised Restaurant and other licensed JACK IN THE BOX restaurants.

Franchisee must ensure that the restaurant is being operated in accordance with the terms of the Franchise Agreement, and in accordance with the standards as specified in the Manuals.

B. Restaurant Buildings and Premises

The Franchised Restaurant building and Premises shall be constructed, maintained and improved only as authorized and approved in writing by Company, and in conformity with all applicable laws and ordinances. The appearance of such building and the condition of the Premises shall not be altered thereafter except as may be approved in writing by Company. The building shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet Company's specifications. Franchisee must periodically re-equip, upgrade, remodel, or make other improvements to the Franchised Restaurant and(or) the equipment, signs, interior and exterior décor or structural components, fixtures, furnishings, supplies and other products and materials required for the operation of the Franchised Restaurant as may be required by Company, in its sole discretion ("Reimage"); provided, however, that Company will not require a Reimage more often than once every seven years during the term of this Agreement (except as a condition in connection with any earlier rewrite, extension, or other renewal of the term of this Agreement). Such Reimage may require, without limitation, (i) repainting, refinishing or replacing surfaces (both interior and exterior), (ii) landscaping modifications or upgrades, (iii) installation of new décor items (both interior and exterior), (iv) replacing or adding fixtures, furniture, equipment, or signage, (v) upgrading the building façade, (vi) installing new flooring, and(or) (vii) redesigning the layout of the Franchised Restaurant. Franchisee shall undertake and complete such repairs, improvements and alterations as may be required by Company within a reasonable time

as specified by Company. Franchisee shall maintain such building and Premises in conformity with all applicable laws and ordinances, including, without limitation, the federal Americans with Disabilities Act and any similar state law. Any modification to the building or Premises, whether required by land zoning or building laws or otherwise, shall be approved in advance by Company, and shall also be made at Franchisee's expense.

Except as may be provided in any lease between Company (or its parents, affiliates, or subsidiaries) and Franchisee, in the event such building or Premises shall be damaged or destroyed by fire or other casualty, or be required to be repaired or reconstructed by any governmental authority, Franchisee shall repair or reconstruct such building or Premises in accordance with Company's design standards in effect at the time of the repair or reconstruction, within a reasonable time in light of the circumstances. Franchisee shall, however, make every reasonable effort to restore the building or Premises to reflect the then-current image, design, specifications and the standards of JACK IN THE BOX restaurants.

If Franchisee leases the Premises from someone other than Company (or its parents, affiliates, or subsidiaries), Franchisee agrees that whenever it receives from its landlord any notice or other material document relating to Franchisee's performance under the lease for the Premises, including, but not limited to, late rent notices, notices of default, and notices of termination, or receives such a document from the landlord, Franchisee will promptly forward a copy of that document to Company in accordance with the notice provisions of this Agreement.

C. Signs

Franchisee shall display the Marks only in the manner authorized by Company. Franchisee shall maintain and display signs (including menu panels, posters or similar items) (collectively, “Signs”) as required by Company from time to time. Company requests for signage changes or upgrades may be made from time to time to comply with Company requirements. Franchisee shall display or use Signs only at the Premises or as otherwise permitted by Company for directional or similar uses for the Franchised Restaurant or Franchisee’s corporate offices. Franchisee shall not place additional signs, menu panels, posters or similar items on the Premises. Franchisee shall promptly discontinue the use of and destroy such items as are declared non-conforming or obsolete by Company, or, in the case of termination, as required according to the post-termination obligations set forth herein.

D. Equipment

Franchisee shall use only equipment approved by Company in the Franchised Restaurant. Company requests for equipment changes or upgrades may be made from time to time to comply with Company requirements. Franchisee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by Company, and shall replace equipment as necessary. Replacement equipment shall conform to the standards for equipment which is being installed in new JACK IN THE BOX restaurants at the time of replacement except as may be approved in

writing in advance by Company. If Company should determine that additional or replacement equipment is needed in order to test new menu items or due to a change in approved menu items or in approved methods of preparation and service, Franchisee shall promptly obtain and install such new equipment within the reasonable time specified by Company. Upon notification that any equipment, furnishings or supplies do not meet Company specifications or standards, Franchisee shall immediately cease and desist from using same.

E. Technology Systems, Technology Services and Platforms

At Company's request, Franchisee shall purchase or lease, and thereafter maintain such computer hardware and software, dedicated high speed communications equipment and services, dedicated telephone and power lines, modem(s), printer(s), firewalls, mobile app-related equipment, digital menu boards, communications devices, audio/visual equipment and software systems, technology services and platforms and other technology-related equipment, services, software and/or requirements (collectively "Technology System") as Company specifies for the purpose of operating the Restaurant, digitally engaging with guests and/or customers (on the premises, via mobile application, and/or via the internet), and providing Company access to all data or information maintained on the Technology Systems, including, among other functions, making and recording sales, tracking sales and customer data, restaurant operations, and other functions, at Franchisee's own cost and expense. Company may change, modify, discontinue or otherwise update the required Technology System.

Franchisee must use any current or future technology services and platforms or related products (including backoffice solutions (such as inventory and workforce management), email or other communications, support or security services, point of sale systems, loyalty programs and online or mobile apps, online ordering, website, portals or cloud based services, menu management, software or hardware) provided by, paid for by, or designated by Company and could include access to an intranet, website hosting, and access to cloud-based data and storage communication system (collectively "Technology Services") required by Company. Company may change, modify, discontinue or otherwise update the required Technology Services. For menu management, Franchisee agrees that components will be installed in the point of sale system, which Company shall have access to in order to update (at its discretion) menu items, menu pricing, promotions, coupon, discounts, product descriptions, recipes, ingredients, preparation updates and other data; in accordance with Company's requirements for input from Franchisee. Franchisee is solely responsible for updating tax rate information for the pricing; Franchisee must provide any updated tax rate information to Company. Franchisee may request non-standard menu pricing in accordance with Company's requirements.

The Technology System and Technology Services must be purchased, by Franchisee at its sole expense, from, installed by and maintained by Company and/or vendors approved by Company. Franchisee must sign and comply with any agreements (which may include software license agreements), terms and conditions or other terms of use for the Technology System and Technology Services, which may be with Company

or a third party provider. Company may require Franchisee to remove or cease using any Technology System or Technology Services and/or any other technology system or service not specified or otherwise approved by Company. The most current terms and conditions for the Technology Systems and Technology Services will be specified in the Manuals or the Technology Systems and Technology Services Terms and Conditions.

Franchisee shall provide such assistance as may be required to connect its Technology System and any other systems with the Technology System used by Company or other franchisees. Company shall have the right, on an occasional or regular basis, to retrieve any data and information from Franchisee's Technology System as Company, in its sole discretion, deems necessary or desirable. In view of the interconnection of technology systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it will strictly comply with Company's standards and specifications for all items associated with the Technology System, and will otherwise operate its Technology System in accordance with Company 's standards and specifications. Franchisee agrees to be bound by all terms and conditions for use of the Technology System and the Technology Services that Company requires from time to time.

To ensure full operational efficiency of the Technology System and Technology Services, Franchisee shall, at its expense, keep the Technology System and Technology Services in good maintenance and repair, and, at its expense (and following Company's determination that it will be economical or otherwise beneficial to the System) promptly install such additions, changes, modifications, substitutions and/or replacement to the Technology system or the Technology Services, as Company directs.

In addition, Franchisee shall comply with Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

Company may authorize Franchisee to self-maintain and/or support certain components of the Technology System and/or Technology Services as they pertain to Franchisee’s Restaurant and operations in Company’s discretion and in accordance with any conditions required by Company. Any requirements for becoming a self-maintainer for any components of the Technology System and/or Technology Services will be specified in the Manuals.

F. Ingredients, Materials and Supplies

Franchisee shall purchase from such sources as shall be approved by Company (of which Company or a subsidiary, parent, or other related entity (“Affiliate”) may be one such source) all food, ingredients, materials and supplies necessary for the operation of the Franchised Restaurant, as shall be specified in the Manuals or otherwise prescribed by Company in writing. Such items shall include, but are not limited to, all food, supplies, beverage ingredients, paper goods, utensils, packaging, cleaning supplies and uniforms. Should Franchisee desire Company to approve any alternative or additional sources of such ingredients, materials or supplies, Franchisee shall submit to Company a written

request for the approval and such information and samples as Company requests. Company will evaluate such alternative or additional source in accordance with its standards, and shall notify Franchisee within a reasonable time of its receipt of such information and samples, of its approval or disapproval of such source; and if Company does not approve, of the reasons therefor. All costs and expenses associated with Company approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Franchisee. Company may impose limits on the number of suppliers that it will approve for any given item.

G. Menu, Service, Health and Cleanliness

Franchisee shall at all times offer for sale all food and beverage products and all carry-out and on-premises dining services that Company from time to time authorizes or requires, and Franchisee shall not offer or sell any other products or services. Menu items shall be set forth in the Manuals, or otherwise authorized and approved by Company in writing. Franchisee shall adhere to all specifications relating to the ingredients, method of preparation and service, weight, dimensions and other characteristics of product served, and standards of health, cleanliness and sanitation that are contained in the Manuals, or are otherwise prescribed by Company. All food, drink and other menu items shall be sold in packaging approved by Company. Upon notification that any food, beverages, supplies or packaging does not meet Company specifications or standards, Franchisee shall immediately cease and desist from using same.

Franchisee may determine what prices to charge customers for products and services sold at the Franchised Restaurant, except that Company may require that Franchisee use an “all inclusive” pricing structure or tiered pricing structure, and/or other pricing system, and Company may set maximum and minimum prices on products and services to the extent permitted by law. Any pricing requirements will be communicated to Franchisee in writing. If Company imposes a maximum price on a particular item, Franchisee may charge any price on the item, consistent with the Company pricing structure, up to and including the maximum price. Company may also require that certain products or services that are supplementary to the main products and services provided at Franchised Restaurants (such as condiments) be provided to customers free of charge.

If an audit conducted by Company or its authorized representative shows that the Franchised Restaurant is not in substantial compliance with any System standard relating to food safety, Franchisee shall reimburse Company for the reasonable cost of a re-audit. Additionally, if Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Franchised Restaurant, Company may, in its sole discretion, exercise its rights under Section 18.B. (“Termination”) or any lesser right, such as directing a temporary closure of the Franchised Restaurant until the situation can be corrected.

H. Hours of Operation

The Franchised Restaurant shall be open for business for a minimum of sixteen (16) hours per day, seven (7) days a week, fifty-two (52) weeks a year, unless otherwise authorized or directed by Company in writing. The precise hours of operation may be determined by Franchisee, subject to applicable government regulation and Company's approval.

I. Machines and Similar Devices

No coin-operated, card-operated or similar machines, cash, credit or debit machines, pay telephones, or games or devices of any nature, shall be installed at the Franchised Restaurant or on the Premises without the prior written consent of Company.

J. Personnel of the Franchised Restaurant

At all times, the Franchised Restaurant must be under the control of an individual who has been designated by Franchisee as, and approved by Company in writing to be, the operator of the Franchised Restaurant ("Operator"). The Operator (or, if applicable, a Designated Market Operator, as described below) shall use best and continuing efforts to promote and develop the business at the Franchised Restaurant. The Operator shall have and shall maintain a percentage ownership interest in any partnership, corporation, or other legally formed entity to which the franchise is assigned in accordance with the terms of this Agreement; the amount of the required ownership interest is subject to the prior written approval of Company. Alternatively, and only with the prior written approval of Company, the Operator may be employed by Franchisee under a contract through which Operator will acquire that ownership interest within five years of the date of employment, and shall maintain that ownership interest while acting as Operator.

In some circumstances, Company may, subject to the satisfaction of certain criteria and Company approval, permit Franchisee to name a designated market operator to operate the Franchised Restaurant ("Designated Market Operator" or “DMO”). The Designated Market Operator is not required to be an owner of Franchisee.

Franchisee understands and agrees that by designating an individual as Operator (or, if applicable, a Designated Market Operator), Franchisee is agreeing that the Operator or DMO has the authority to represent Franchisee in all dealings with Company, enter into agreements and modifications of agreements with Company and its affiliates on behalf of Franchisee, and receive notices on behalf of Franchisee.

Franchisee must have at least one (1) Certified Franchise Restaurant Manager at each restaurant, and must ensure that the restaurant is always under the supervision of either the Certified Franchised Restaurant Manager or a trained team leader. Additionally, Franchisee shall staff the Franchised Restaurant at all times during the term of this Agreement with a sufficient number of employees to maximize the sales at the Franchised Restaurant. All employees must meet the basic food safety and other training requirements that may be specified by Company from time to time.

If Franchisee owns more than fifteen (15) JACK IN THE BOX franchises, Company may require Franchisee to employ one or more individuals to supervise Franchisee's Certified Franchised Restaurant Managers, train other employees, or otherwise assist with managerial duties. All managerial employees above the restaurant manager level must also have successfully completed the training courses required by Company.

Operator or DMO shall hire all employees of the Franchised Restaurant, but Franchisee shall be fully responsible for the terms of their employment.

While on the Premises, Franchisee, Operator (or, if applicable, a Designated Market Operator) and all employees must meet Company's Standards relating to grooming, and wear the uniforms approved or mandated by Company. Company is not responsible for providing uniforms for Franchisee's employees.

K. Compliance with Laws

Franchisee agrees at all times during the term of this Agreement, at its own expense, to conform to and comply with all federal, state and local laws, ordinances and regulations now in force or that are hereafter enacted affecting the operation of the Franchised Restaurant business, including, without limitation, wage and hour laws, labor laws, the Americans with Disabilities Act, OSHA, the Sherman Act, the Federal Trade Commission Act, the Clayton Act, and the USA PATRIOT Act; any security standards (such as the Payment Card Industry Data Security Standard) imposed by the credit card or similar industries; and any similar federal, state, and local laws. Franchisee shall not enter into any agreement or understanding with any competitor, including other Jack in the Box® franchisees, that would result in a restraint of trade in violation of federal, state, or local laws. Franchisee hereby indemnifies Company, its Affiliates, employees, officers, directors and agents against, and agrees to save them harmless from, all claims, demands, losses, liabilities, obligations, costs or expenses (including attorneys' fees and court costs) which result from or arise in connection with any alleged violation of any law, ordinance or regulation, whether occasioned by the neglect, omission or willful act of Franchisee or any other person on the Premises.

Franchisee shall notify Company in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ or injunction, award or decree of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or any Franchised Restaurant, including, but not limited to, a notice of a possible violation of state or federal Labor Laws, or of any law, ordinance or regulation relating to health or safety.

L. Advertising and Promotional Materials

Franchisee agrees to comply with the advertising Standards established from time to time by Company. All advertising by Franchisee shall be completely factual, in good taste in the judgment of Company, and shall conform to the highest standards of ethical advertising. Franchisee shall use, sell or distribute (by means including but not limited to

television, radio, the internet, newspapers, magazines, flyers, posters, billboards, mailing circulars, coupons or gift certificates) only those advertising or promotional materials or items which are authorized by Company in writing prior to use. Franchisee must participate in any gift, loyalty program, and/or other customer facing platforms, including but not limited to websites and mobile Apps that Company requires. Franchisee must promote, supply, and honor gift and/or loyalty redemptions upon the terms determined by the Company in its sole discretion.

M. Display and Use of the Marks

No display or use of the Marks shall be made in any medium (including but not limited to television, radio, the internet, social media, newspapers, magazines, flyers, posters, billboards, mailing circulars, business cards, stationery, coupons or gift certificates) without the prior written permission of Company. All materials on which the Marks appear shall include such notice of registration or license legend or such other notice as Company shall specify. Franchisee agrees to immediately remove or discontinue the use of any objectionable material upon receiving notice from Company to do so.

In the adoption of a corporate or partnership name, Franchisee shall not use any of the Marks, any variations or abbreviations thereof, or any words deemed by Company to be confusingly similar to the Marks.

Franchisee is not permitted to establish any online presence including websites, social media venues, or domain names that incorporate the JACK IN THE BOX marks, name, initials or indicia. Franchisee is not permitted to establish any online presence including websites, social media venues, or domain names linking to the JACK IN THE BOX site without the prior written permission of Company.

N. Access to Premises

Company or its authorized representative shall have the unrestricted right at any time, without prior notification, to enter the Franchised Restaurant and Premises to (a) observe, inspect, photograph, and videotape the Franchised Restaurant and its operation and the Premises during such periods as Company may deem necessary, (b) test any and all food products, food ingredients, equipment, beverages and supplies, without payment to Franchisee, (c) interview personnel at the Franchised Restaurant, (d) interview customers and prospective customers of the Franchised Restaurant, (e) conduct various surveys, or (f) inspect, request digital access to and/or digital/physical copies, photocopy, review or audit any books, records and documents relating to the operation of the Franchised Restaurant or other JACK IN THE BOX restaurants. Such entries and activities may be conducted without prior notice and, at the Company's sole discretion, remotely. Franchisee agrees to cooperate fully with Company in connection with any such entries and activities.

O. Participation in Tests

Franchisee may, at Company's sole discretion, be required to participate in tests of new products, equipment, services and procedures at the Franchised Restaurant, including but not limited to testing of significant cooking, operating systems and platforms and new menu items, equipment. Company may require Franchisee to use specific product pricing during the test period. Reimbursement of certain documented out of pocket costs necessarily incurred by Franchisee as part of a test shall be addressed by separate agreement. Franchisee is responsible for any soft costs associated with testing, such as wages payable during training.

P. Delivery and Catering

Franchisee may be required to offer delivery and catering services for all food and beverage products from the Franchised Restaurant in accordance with Company's delivery and catering standards and procedures, as they are established and modified by Company in its sole discretion from time to time. Franchisee shall offer and sell such products only from the Franchised Restaurant, only in accordance with the requirements of this Agreement, the procedures and standards set forth in the Manuals, and all applicable laws. Franchisee may only offer delivery and catering services to customers located within the boundaries designated by Company, in its sole discretion, and such services may be limited to certain approved delivery vendors. As used in this Agreement, the term "delivery customers" means customers that purchase food and beverage products for delivery to (and consumption in) their home, office, or other off-premises locations. Franchisee shall not engage in any other type of sale of, or offer to sell, or distribution of those food and beverage products sold by the Franchised Restaurant pursuant to this Agreement, including but not limited to, selling, distributing, or otherwise providing, any such products at wholesale, or for resale or distribution by any third party, or through satellite locations, sales or mail order catalogs, temporary locations, carts or kiosks, the Internet, or through any other electronic or print media.

Q. Proposed System Modifications

Franchisee may submit proposals for new or improved elements of the System, including products, equipment, uniforms, the design of buildings and other restaurant facilities, service format and advertising. Such proposals shall be considered by Company when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that Company shall retain the sole discretion to accept or reject any such proposals.

If any System modification proposal by Franchisee is adopted by Company and becomes part of the System, Franchisee acknowledges that Company is the sole owner of such proposed new product or modification to the System, that any such product or System modification shall be deemed a work made for hire (or to the extent the work may not be deemed a "work made for hire" under applicable law, Franchisee hereby irrevocably assigns to Company, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary

rights), and that there are no restrictions on use, and no compensation shall be due to Franchisee. Franchisee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

R. Summary of Expenditures

As and when required by Company, Franchisee shall provide to Company a summary of the expenditures incurred by Franchisee, on the format required by Company, in connection with the acquisition, development and opening of the Franchised Restaurant and in connection with any remodeling or renovation of the Franchised Restaurant.

S. Technology Fees

Franchisee shall pay to Company the technology fee(s) ("Technology Fee") Company specifies from time to time. The current amount for the Technology Fees (and technology related services that such fee may cover) are stated in Exhibit A to this Agreement. The Technology Fee and the technology related services stated in Exhibit A are subject to Company's right to increase or otherwise modify the amount due and any services provided at any time, upon 30 days' notice to Franchisee; provided that Company will not increase the Technology Fee more than indicated in Exhibit A. The Technology Fee must be paid to Company as and when required by Company. In addition to the Technology Fee paid to Company, if Technology Services are provided by any third party that has been approved by Company, Franchisee shall pay all amounts due to such third party for such Services.

6. SERVICES AVAILABLE TO FRANCHISEE

A. Company may provide reasonable advice and consultation to Franchisee from time to time in connection with the operation of the Franchised Restaurant.

B. If not previously loaned, Company shall loan Franchisee, concurrently with the execution of this Agreement and for the term of this Agreement, the most current editions of the Manuals, as well as other written standards and approved sources for the System; all such Manuals and other information shall be returned to Company promptly upon the expiration or earlier termination of this Agreement.

C. Company shall develop and execute marketing programs and activities relating to JACK IN THE BOX restaurants and direct, prepare and/or place advertising, promotions and/or communications to build the brand. The marketing programs and activities may include, but are not limited to: preparing and conducting digital, social, television, radio, magazine, and newspaper advertising campaigns; purchasing radio, television, digital, social, magazine, newspaper and other media for the distribution of advertising campaigns; advertising through direct mail and outdoor billboards; preparing and conducting marketing/brand surveys and research, which may include awareness and usage surveys, focus groups, marketing surveys and consumer feedback surveys; public relations activities; research, development and testing of products, packaging, and concepts; brand positioning and marketing activation; preparing, conducting, providing

for first party and/or third party sales and/or delivery campaigns, promotions, discounts, coupons, deals; preparing and executing e-mail and internet-based marketing programs; employing advertising, public relations, and branding agencies and other professional consultants; and providing point-of-purchase, collateral and other marketing materials to the restaurants operated under the System. Company shall create in connection therewith a fund to be used for the expenses of such programs and activities (the "Marketing Fund"). The Marketing Fund shall consist of the sum of: (i) the Marketing Fees paid by Franchisee and other franchisees of traditional JACK IN THE BOX restaurants operated in the United States under Section 8.B hereof; (ii) the amount contributed by Company; and (iii) certain other amounts that may be obtained from third parties and contributed or allocated by Company to the Marketing Fund. Company will contribute to the Marketing Fund at least the same percentage of its Gross Sales as the percentage being contributed by the majority of traditional JACK IN THE BOX franchises operating in the United States.

The Marketing Fund shall be accounted for separately from the other funds of Company, and expended on marketing programs and activities related to JACK IN THE BOX restaurants. Notwithstanding the foregoing, the manner by and the purposes for which the Marketing Fund shall be expended, including (without limitation) such matters as the selection and timing of marketing expenditures, campaign strategies, and allocation of funds among seasons and geographic areas, shall be at the sole discretion of Company, as Company shall from time to time determine.

D. Company shall provide advice on merchandising and local store marketing (including local coupon programs) that it deems helpful to Franchisee. All local store marketing must be approved prior to use by Company.

E. Company shall, during the term of this Agreement, inform Franchisee of any new products, developments, techniques and improvements to the System. Company shall provide necessary training materials for the training of Franchisee's employees, at Franchisee's expense.

F. Company may delegate the performance of any or all of its obligations under this Agreement to our designees, which may include our affiliates, agents or independent contractors.

7. TRAINING

Prior to the opening of the Franchised Restaurant, the Operator (or, if applicable, a Designated Market Operator), and an individual restaurant manager designated for the Franchised Restaurant shall have completed Company's Certified Franchise Restaurant Manager Training Program in San Diego, California, or such other location as may be designated by Company. After successful completion of such training program, the designated manager shall be deemed a "Certified Franchise Restaurant Manager." During the term of the franchise, the Operator (or, if applicable, a Designated Market Operator), and each Certified Franchise Restaurant Manager shall undertake and complete such further training programs from time to time as may be directed by

Company. The designation "Certified" Franchise Restaurant Manager shall not be applied to any individual who has not successfully completed such continuing education programs as Company may require from time to time. If such further training is required, the Franchisee shall pay all traveling, living, compensation and other expenses as may be incurred for himself (or the Operator (or, if applicable, a Designated Market Operator)) and the individual restaurant manager, along with any retraining fee the Company may adopt from time to time, in its sole discretion, in the Manuals.

Franchisee shall conduct additional training for Franchisee's employees as necessary to ensure that all Company Standards are consistently satisfied.

8. ROYALTY AND MARKETING FEE

A. Royalties

1. Royalty

For the right to use the Marks and the System in accordance with this Agreement, Franchisee agrees to pay to Company a monthly royalty fee, calculated as percent (%) of Franchisee's monthly Gross Sales. In the event of a closure of the Franchised Restaurant exceeding fourteen (14) days in any month due to: (i) damage or destruction of the Premises or other casualty loss, or (ii) any other closure of the Franchised Restaurant that has not been expressly authorized by Company, the royalty shall be percent (%) of the monthly Gross Sales that the Franchised Restaurant averaged over the prior twelve (12) complete months of continuous operation; if the Franchise Restaurant was not in operation at least twelve (12) complete months, the royalty will be percent (%) of the average Gross Sales over the total complete months that the Franchise Restaurant was in continuous operation. The royalty described above ("Royalty") is net of any tax, excluding income tax but including excise tax, or other fee imposed upon Company due to the collection of the Royalty, and shall be paid monthly by the fifteenth (15th) day of each month for the preceding month. Each payment shall be made payable to Company or Company's designee.

2. Royalty for Games and Devices

For Gross Sales from Games and Devices resulting from the operation or conduct of games or coin or token-operated devices such as pay telephones; cash, credit or debit machines (including automated teller machines); newspaper stands; and any type of vending machines, including, without limitation, electronic devices of all types (collectively, "Games and Devices"), Franchisee agrees to pay to Company, during the term of this Agreement, a royalty of forty percent (40%) of Gross Sales from Games and Devices (the "Royalty for Games and Devices"). The Royalty for Games and Devices is net of any tax, including excise tax, or other fee imposed upon Company due to the collection of the Royalty for Games and Devices, and shall be paid monthly on the fifteenth (15th) day following receipt by Franchisee of the said Gross Sales. Each payment shall be made payable to Company or Company's designee.

B. Marketing Fee

Franchisee must pay to Company a monthly marketing fee (net of any tax or other fee imposed thereon) based on a percentage of Franchisee's Gross Sales (the "Marketing Fee"). As of the date of this Agreement, the Marketing Fee is five percent (5%) of Gross Sales. Company has the right to increase or decrease the Marketing Fee percentage. It may only increase the Marketing Fee percentage upon majority vote, described as follows: Franchise Operators and Company will have one vote for each JACK IN THE BOX restaurant that they operate and that pays the then-standard Marketing Fee; however, Company's voting rights will never fall below twenty percent (20%) of the total number of possible votes, regardless of the number of restaurants it operates. In no event will the Marketing Fee percentage be increased in any twenty-four (24) month period by more than .5% of Gross Sales. The Marketing Fee shall be due and payable by the fifteenth (15th) day of each month for the preceding month. Each payment shall be made payable to Company or Company's designee.

C. Gross Sales Defined

The term "Gross Sales" means all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines and similar sources of revenue, and all other income of every kind and nature related to the Franchised Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection, and including revenue resulting from the operation or conduct of electric vehicle charging at the Franchised Restaurant. The term Gross Sales does not include the following: (1) any bona fide, documented federal, state or municipal sales taxes collected by you from customers and paid by you to the appropriate taxing authority; (2) the sale of food or merchandise for which refunds have been made in good faith to customers; (3) the sale of furnishing, fixtures, equipment and supplies used in the Franchised Restaurant; (4) the discounted value of payments made by coupon, or other promotional discounts, approved by the Company; (5) Gross Sales from Games and Devices; (6) the amounts of employee meal discounts; (7) any other items that Company may expressly permit in writing to be excluded from Gross Sales, such as certain sales benefiting charity.

D. Interest

Any Royalty payment or Marketing Fee not paid when due shall accrue interest from the date such amount was due, until paid, at the then-current rate established by Company for Franchisees, or the maximum rate permitted by law, whichever is less.

E. Method of Payment and Application of Payments

All payments shall be made to Company through a pre-authorized payment system (which authorizes Company to debit and credit Franchisee's bank accounts in accordance with the terms of this Agreement and other agreements between the parties) or other

payment method specified in writing by Company. Upon request, Franchisee shall provide such authorizations and information necessary to institute the pre-authorized payment system or other payment system. Franchisee must ensure that funds are available in Franchisee's bank accounts to cover the debits. Notwithstanding any designation by Franchisee, Company shall have sole discretion to apply any payments by Franchisee to any current or past due indebtedness of Franchisee for royalty, marketing fees, purchases from, or any other indebtedness to, Company or its Affiliates. To the extent permitted by law, Franchisee hereby waives the rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Royalties, Marketing Fees, or any other amounts due under this Agreement, for any reason, or to offset against such amounts, any monies allegedly due from, or any alleged obligations of, Company.

F. Security Interest

To secure prompt and complete payment of the "Obligations," as hereinafter defined, Franchisee hereby grants to Company a security interest in and to all of Franchisee's assets of any kind or nature used or useful in connection with the ownership and operation of the Franchised Restaurant, including, without limitation, the following (the "Collateral"):

1. all equipment, furnishings, fixtures, merchandise, inventory, goods and other tangible personal property;

2. all accounts, accounts receivable, other receivables, contract rights, leases, software, chattel paper and general intangibles;

3. all instruments, documents of title, policies and certificates of insurance, securities, bank deposits, bank accounts and cash;

4. all books, records and documents relating to any Collateral;

5. all permits, licenses and franchises for the operation and ownership of the Franchised Restaurant, and all rights incident or appurtenant to such licenses, authorizations and permits; and

6. all accessions, additions and improvements to, and all replacements, substitutions and parts for, and all proceeds and products of, the Collateral, including proceeds of insurance.

The Obligations secured by the security interest in and to the Collateral include: all amounts owed by Franchisee to Company from time to time under this Agreement (including Royalties, Marketing Fees and interest); all amounts owed by Franchisee to Company from time to time under any other agreement between Company and Franchisee; all costs and expenses incurred by Company in order to enforce this Agreement and to collect the amounts due hereunder; and any advances made by Company to Franchisee.

Franchisee shall, at its sole cost and expense, execute and deliver to Company such other and further documents, instruments and agreements as reasonably requested by Company to create, maintain, perfect, or assure the priority of, the security interest granted hereby. Company is hereby appointed as agent and attorney-in-fact of Franchisee, which appointment is coupled with an interest, and shall be irrevocable so long as any of the Obligations remain outstanding, to execute and deliver such documents, endorsements and instruments, and to take all such other actions (to the maximum extent permitted by law) in the name and on behalf of Franchisee as Company may deem necessary or advisable to create, maintain, perfect, assure the priority of, or foreclose, its security interest in and lien on the Collateral.

9. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT

A. Records That Must Be Maintained

Franchisee agrees to keep complete records of the franchised business and for any Affiliate of Franchisee that has transactions with the franchised business (collectively, "businesses") for so long as required by state or federal law, but in no event less than three years. Although Company reserves the right to change its record-keeping requirements with reasonable notice to Franchisee, the records it currently requires Franchisee to keep are:

1. Weekly cash and sales reports;

2. General ledger (defined as a ledger that contains a collection of all the assets, liabilities, owner's equity, Gross Sales and expense accounts);

3. Cash disbursements journal (check register);

4. Monthly bank statements and related canceled checks;

5. All tax returns (monthly and quarterly sales tax returns as well as corresponding Federal and State income tax returns, be it personal, partnership or other, on which the Franchised Restaurant's results have been declared);

6. Suppliers' invoices (both paid and unpaid);

7. Dated cash register sales information consisting of the following: daily sales reports/tapes, weekly sales reports/tapes, and weekly cumulative sales reports/tapes, as appropriate given the cash register system in use;

8. Quarterly Balance Sheets;

9. Quarterly Profit and Loss Statements;

10. Petty cash receipts;

11. Personnel and payroll records and documents required by federal, state or local laws for all of Franchisee's employees;

12. Copies of all state sales tax returns relating to sales at the Franchised Restaurant;

13. Records showing that Franchisee and Franchisee's employees are trained in accordance with Company's training requirements, as specified in the Manuals; and

14. Documents evidencing the formation and ownership structure of any legal entity to which this Agreement has been assigned, including articles of incorporation, bylaws, stock certificates, operating agreements, partnership agreements, and any similar documents relating to the entity.

B. Accounting Documents to be Periodically Submitted to Company

In addition to maintaining the above-referenced documents, Franchisee agrees to provide Company with the following documents in the time frames specified:

1. Quarterly and fiscal year to date profit and loss statements for the business, in the format prescribed by Company. These must be provided to Company within twenty-seven (27) days after the end of each quarter.

2. Quarterly balance sheets for the business in accordance with the fiscal year of the Franchisee. These must be submitted within twenty-seven (27) days of the end of each quarter, including the fourth quarter, of Franchisee's fiscal year.

3. Complete annual financial statements, which (if required by Company) shall be audited by a Certified Public Accountant acceptable to Company, together with a full identification of all persons with any ownership interest in the Franchisee and Franchised Restaurant, and the nature and extent of such interest. These must be submitted to Company within ninety (90) days after the close of each fiscal year of Franchisee. If Franchisee adjusts the annual financial statements after submitting them to Company, then Franchisee agrees to supply Company with such adjustments within thirty (30) days after making the adjustment.

4. If Company is unable to access, or for any reason does not obtain, Franchisee's weekly sales by restaurant through electronic polling of Franchisee's computer system, then Franchisee must submit its weekly sales figures to Company each Monday morning by telephone or facsimile, or at such time, or by such other means, as Company reasonably requests.

5. Such other accounting and financial records as Company may reasonably request from time to time.

The items listed in paragraphs 1, 2 and 3 above must be prepared in accordance with accounting principles generally accepted in the United States of America, which are consistently applied.

C. Taxes

Franchisee will pay to Company all sales or use taxes, goods and services taxes, personal property taxes, gross receipt taxes, excise taxes, value added taxes and similar taxes imposed upon or required to be collected by Company, on account of goods or services furnished to Franchisee through sale, lease or otherwise, or on account of collection by Company of, including but not limited to, the Franchise Fee, Royalty, or Royalty for Games and Devices. Franchisee will pay such taxes upon demand and in the manner designated by Company.

D. Audits

Company has the right at any time during business hours, without prior notification, to inspect and audit, or cause to be inspected and audited, at its own expense, the business records, including, but not limited to, the records listed in subsections A and B above. The inspection or audit will be conducted at the location where the business records are customarily maintained or at Company's discretion, transmitted to the Company in digital or hardcopy format as the Company may require.

If the inspection or audit discloses an understatement of Gross Sales or Gross Sales from Games and Devices, Franchisee shall pay to Company within fifteen (15) days after receipt of the inspection or audit report, the Royalties and Marketing Fees (and rent, if the Premises are leased from Company) due on the amount of such understatement.

If the inspection or audit is made necessary by the failure of Franchisee to furnish reports, supporting records, financial statements, or other information as required by this Agreement; or to furnish such reports, information and statements on a timely basis; or if an understatement of Gross Sales or Gross Sales from Games and Devices for the period of any audit is determined by any such inspection or audit to be greater than one percent (1%), Franchisee must promptly reimburse Company for all reasonable costs of such inspection or audit, including without limitation, the charges of attorneys and any independent accountants, and the travel expenses, room and board and per diem charges for employees of Company. The foregoing remedies are not exclusive, but in addition to all other remedies and rights of Company under this Agreement or applicable law.

E. Release of Financial and Other Information

Franchisee hereby gives permission to Company to release to Franchisee's Owners, landlords and lenders, or prospective landlords or lenders, any financial and operational information relating to Franchisee and/or the Franchised Restaurant.

10. CONFIDENTIAL INFORMATION

A. Franchisee understands and acknowledges that Company has invested, and continues to invest, considerable sums of money in developing the System. Because of the competitive nature of the restaurant business, and to protect the legitimate interest of Company and other JACK IN THE BOX franchisees, it is necessary to protect certain information about the System as confidential.

B. For purposes of this provision, "Confidential Information" includes: product recipes and tests, ingredients used in Company's products, product preparation procedures, customer service measures and techniques, franchise support procedures, supplier relationship and distribution system information, new product development information, product testing procedures and information, the Manuals, growth plans or strategies, real estate development plans or strategies, restaurant design plans, proposed restaurant sites, equipment designs, computer systems, business and development plans and strategies, training programs, access to and information contained on the JACK IN THE BOX restaurant intranet and other non-public JACK IN THE BOX websites (including but not limited to training materials and reference manuals), consumer research results, marketing and advertising strategies and materials, financial performance (including but not limited to sales and earnings), and all other information designated by Company as confidential.

C. Confidential Information does not include: (a) information, concepts methods, procedures or techniques that are, or become generally known in the quick-service and quick-casual restaurant industries in the United States, other than through disclosure by Franchisee, whether deliberate or inadvertent; (b) the disclosure of Confidential Information in judicial or administrative proceedings or when otherwise required by law, to the extent that Franchisee is legally compelled to disclose such information, provided that Franchisee has afforded Company with the opportunity to obtain an appropriate protective order or other assurance that the information will treated as confidential; or (c) information that Franchisee can demonstrate came to its attention prior to disclosure thereof by Company.

D. Franchisee will be provided with Confidential Information in connection with its operation of the Franchised Restaurant. Franchisee agrees that both during the term of this Agreement and thereafter, Franchisee (a) will use the Confidential Information only in the operation of the Franchised Restaurant, and not in any connection with any other business; (b) will not make copies of any Confidential Information without the express written consent of Company; (c) will not communicate, divulge or disclose the Confidential Information to any person or entity who does not need access to it to operate the Franchised Restaurant; and (d) will not use the Confidential Information, or allow it to be used, for the benefit of any third party.

E. Franchisee agrees that it may collect data and information from customers and potential customers in connection with the Franchised Restaurant, ("Customer Data"). Customer Data is deemed to be owned exclusively by Company, and Franchisee also agrees to provide the Customer Data to Company or delete Customer Data at any

time that Company requests. Franchisee has the right to use Customer Data while this Agreement or a successor or renewal Franchise Agreement is in effect, but only in connection with operating the Restaurant and only in accordance with the policies that Company establishes from time to time. Franchisee may not sell, transfer, or use Customer Data for any purpose other than operating the Restaurant and marketing "Company brand" products and services. However, if Franchisee Transfers or assigns the Franchise (as provided in Section 14 below), as part of the Transfer, Franchisee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Franchise. Franchisee must secure from its vendors, customers, prospective customers, and others all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit the Customer Data to Company and its affiliates and for Company and its affiliates to use that Customer Data in the manner that this Agreement contemplates.

F. Company may require Franchisee to obtain from all partners, Owners, directors, officers and management personnel, as a condition of their employment or otherwise, covenants that they will maintain the confidentiality of all Confidential Information that they receive in connection with their employment at the Franchised Restaurant. Such covenants will be in a form satisfactory to Company, including, without limitation, specific identification of Company as a third-party beneficiary of such covenants, with the independent right to enforce them. Franchisee may be required to provide Company with copies of all such covenants.

G. Company requires that all Owners sign a commercially reasonable Confidentiality and Non-Competition Agreement.

H. Franchisee understands and acknowledges that any failure to comply with the requirements of this Section will result in substantial injury and damage to Company for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, Company will be entitled, in addition to any other remedies and damages available, to seek injunctive or other equitable relief to restrain the violation of this provision by Franchisee and its agents or employees. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Company in obtaining specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which Company may be entitled.

I. Franchisee agrees that it may collect, receive, or otherwise process Personal Information, as a result of agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement. For purposes of this Agreement, "Personal Information" means any information that is received from Company, or collected on Company's behalf, that alone or in combination with other data or information, identifies, relates to, describes, is capable of being associated with, or is linked or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person or household. Personal information includes all information or data defined by any of the Privacy Laws as constituting "personal data," "personal information"

"protected health information," "individually identifiable information," "personally identifiable information," or any substantially similar term.

a. Franchisee agrees to abide by all applicable laws and regulations pertaining to the processing, privacy, security, or protection of consumer, employee, transactional and Personal Information, including all laws and regulations regarding unauthorized access to or disclosure of Personal Information ("Privacy Laws").

b. Franchisee agrees to comply with Company's standards and policies pertaining to Privacy Laws. If there is a conflict between Company's standards and policies pertaining to Privacy Laws and actual applicable law, Franchisee shall: (i) comply with the requirements of applicable law; (ii) immediately give Company written notice of said conflict; and (iii) promptly and fully cooperate with Company and its counsel in determining the most effective way, if possible, to meet its standards and policies pertaining to Privacy Laws within the bounds of applicable law.

c. Franchisee agrees not to publish, disseminate, implement, revise, or rescind any policy, rule, notice or other disclosure that describes the processing of Personal Information from or about individuals (including all such documents labeled as a "Privacy Policy," "Privacy Notice" or any equivalent) without Company's prior written consent.

d. With regard to Personal Information that Franchisee may collect, receive, or otherwise process as a result of any agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement, Franchisee agrees that Company is the sole owner and controller of the Personal Information and that Franchisee is a service-provider or processor for such information.

e. With regard to Personal Information that Franchisee may collect, receive, or otherwise process as a result of any agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement, Franchisee agrees and certifies that it will:

i. Process Personal Information only for the limited and specified purposes of providing services requested by Company, including operating the Restaurant, or as otherwise expressly permitted by Privacy Laws.

ii. Notify Company, and provide Company with the ability to object, before transmitting Personal Information to a service provider, sub-processor, subcontractor, or other vendor.

iii. Require any service provider, sub-processor, subcontractor, or other vendor that receives Personal Information to contractually agree to provisions materially similar to those found within this Section 10.I and to comply with all Privacy Laws.

iv. Cooperate and assist Company with responding to any request from an individual to exercise their rights under any Privacy Laws, including their right to access, delete, correct, or limit the processing of Personal Information.

v. Notify Company immediately if it believes that it can no longer meet the obligations of this Section 10.I.

vi. Implement and maintain reasonable and appropriate security procedures and practices designed to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. These procedures and practices must provide the same level of privacy protection as required of Company under any applicable Privacy Laws.

vii. Notify Company immediately after becoming aware of any actual or reasonably suspected loss, unauthorized, or unlawful processing, destruction, damage, alteration, or unauthorized disclosure of, or access to, the Personal Information (a "Security Breach"), and cooperate with Company in the event of a Security Breach, including by sharing all information relevant to the Security Breach that is requested by Company.

viii. Allow and contribute to reasonable audits by Company, including inspections by the Company or its auditor, to verify Franchisee's compliance with data processing and security obligations and applicable data protection statutes and regulations.

f. Franchisee further agrees and certifies that it will not:

i. Sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information to another business, person, or a third party for monetary or other valuable consideration.

ii. Retain, use, disclose, collect, sell, or otherwise process Personal Information for any purpose other than for the specific purpose of, and as necessary for, performing services for Company, including operating the Restaurant, pursuant to any agreements between Franchisee and Company (or its subsidiaries or affiliates), including this Agreement. For clarity, Franchisee may not retain, use, or disclose the Personal Information for any other commercial purposes or outside of the direct business relationship between Franchisee and Company.

iii. Combine the Personal Information that it receives from Company with the Personal Information that it receives from another company or business (or that it collects from its own interaction with individuals), except if expressly permitted to do so by Company or required to do so by law.

iv. Share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information for the purpose of cross-context behavioral advertising.

v. Franchisee further agrees that Company may, upon notice to Franchisee, take reasonable and appropriate steps, as solely determined by Company, to stop and remediate Franchisee's unauthorized use, disclosure, or processing of Personal Information or any breach of this Section 10.I, including requiring Franchisee to provide documentation that verifies that it no longer retains or uses the Personal Information that Company has instructed it to delete.

g. This Section 10.I will survive expiration or termination of this Agreement and any other agreement(s) that may exist between Franchisee and Company (or its subsidiaries or affiliates). Existing terms in such agreement(s) remain in effect except that this Section 10.I controls in the event of a conflict with such terms.

11. OWNERSHIP OF INTELLECTUAL PROPERTY

Franchisee agrees hereby that all right, title and interest to the System and the Marks are and shall remain vested solely in Company, and that any use thereof by Franchisee shall inure to the benefit of Company. Franchisee hereby disclaims any right or interest in the System, the Marks or in the goodwill derived therefrom, and Franchisee agrees not to contest, directly or indirectly, the validity of Company's Marks or Company's ownership, title, right or interest in the Marks and/or the System and/or Company's sole right to register, use or license others to use the same. Franchisee agrees that all information loaned, or otherwise made available to him, and all disclosures made to him and not to the general public, by or at the direction of Company at any time before or during the term of this Agreement, including, but not limited to, the Manuals, specifications, and any modifications or amendments thereto, in their entirety are trade secrets of Company for purposes of this Agreement, and shall be kept confidential and used by him only in the operation of the Franchised Restaurant and any other franchised JACK IN THE BOX restaurants franchised to Franchisee.

If it becomes advisable at any time, in Company's sole discretion, to modify or discontinue use of any Marks or part of the System and/or to use one or more additional or substitute Marks or aspects of the System, Franchisee shall immediately modify or discontinue the use of such Mark or aspect of the System, or use the additional or substitute Mark or aspect of the System.

Franchisee shall not, directly or indirectly, at any time during the term of this Agreement or thereafter, do, or cause or permit to be done, any act in any way impairing or tending to impair Company's right, title or interest in the Marks or System. Except as provided herein, Company shall not be required to participate in the defense of and/or to indemnify Franchisee for damages or expenses incurred by Franchisee if he becomes a party to any administrative or judicial proceeding involving the Marks or the System. Franchisee shall not institute any legal action or any other kind of proceeding based upon the Marks, without Company's prior written approval.

Franchisee shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Franchisee's use of any of the Marks or the System, and Company shall have the sole discretion to take such action, if any, it

deems appropriate. Company may control any administrative proceedings or litigation affecting the Marks or the System. Franchisee shall cooperate in the prosecution or defense of any such action, and shall be named as a party in any such action if so desired by Company. Company shall bear the legal expenses incident to Franchisee's participation in such action, except for the cost of Franchisee's personal legal counsel if Franchisee elects to be represented by counsel of his own choosing.

Company makes no express or implied warranty with respect to the validity of any Company Marks. Franchisee acknowledges Franchisee's understanding and agreement that Franchisee will be conducting business utilizing some Company Marks that have not been registered and that registration may not be granted for the unregistered Marks, and that some Company Marks may be subject to use by third parties unauthorized by Company.

12. INSURANCE

During the term of this Agreement, Franchisee shall obtain and maintain in full force and effect, at its own expense, such insurance coverages as may be required of franchisees by Company. The current insurance requirements are listed in this Section; provided that Company may update or modify the insurance requirements in the Manuals, may provide changed or modified insurance requirements in any lease agreement between Company (or its Affiliates) and Franchisee, or may otherwise change or modify insurance requirements in writing by Company, at its sole discretion. Prior to the opening of the Franchised Restaurant and thereafter, throughout the term of this Agreement, Franchisee shall furnish Company with evidence satisfactory to Company of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Company, and a copy of the Franchisee's insurance policy(ies), if requested by Company. Renewal Certificates of Insurance shall be delivered to Company no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by Company, and noted on the applicable Certificate of Insurance. Requirements as of the date hereof are:

A. Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a "per occurrence" policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Franchisee under Section 13 of this Agreement. The limit requirements can be satisfied by a combination of primary limits and umbrella/excess liability limits.

B. Business Automobile Liability insurance including owned, leased, non-owned and hired automobile coverage, with a limit of not less than $1,000,000 per accident.

C. Workers' Compensation insurance as required by law, and Employer's Liability insurance with a limit not less than $1,000,000 per occurrence, and such other

insurance as may be required by the state or locality in which the Franchised Restaurant is operated.

D. "All Risk" property insurance covering: (a) the building (including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Franchised Restaurant), including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis; (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations; and (c) loss of rents insurance covering a minimum of twelve (12) months' fixed minimum rent.

E. Builders' All Risk insurance for the full replacement cost of all real and personal property involved in the construction when Franchisee is building, renovating, refurbishing or remodeling the Franchised Restaurant.

F. Other insurance in addition to that stated in this Section that may be required by any state, local, federal, or municipal law, or when applicable, by a third-party land owner.

All insurance policies required hereunder of the Franchisee: (a) shall be primary and Company's insurance shall be non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by Company; (c) shall name Company and its Affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, as "additional insureds," and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days' advance written notice to Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, and shall contain a "Waiver of Transfer of Rights of Recovery Against Others" endorsement (or its equivalent). Franchisee shall require any independent contractors to have commercially reasonable levels of insurance specific to the work they are performing for the Franchisee. Franchisee understands and acknowledges that the insurance requirements set forth herein are in addition to and do not modify or replace any duty of the Franchisee to defend and/or indemnify Company as set forth in this Agreement.

13. INDEMNIFICATION

Franchisee is responsible for all losses, damages, and liabilities (whether contractual, statutory or otherwise) arising out of or in connection with the possession, ownership or operation of the Franchised Restaurant, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Franchisee shall defend, indemnify and hold harmless Company, its Affiliates, employees, officers, directors and agents from all such claims, demands,

losses, obligations, costs, attorneys' fees, expenses, liabilities, debts or damages directly or indirectly resulting therefrom; provided that Franchisee is not responsible for any claims arising from the sole negligence or willful misconduct of any indemnified party.

If such claims are asserted against an indemnified party, Company shall notify Franchisee, and Franchisee will assume the defense of such claims. If Franchisee fails to assume the defense, then Company may defend in such manner as it deems appropriate. Franchisee shall reimburse the indemnified party for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by the indemnified party in effecting such defense, in addition to any sum that the indemnified party may incur by reason of any settlement or judgment. The indemnified party's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on it by law.

14. ASSIGNMENT OF THE FRANCHISE

A. This Agreement is personal to Franchisee (or if Franchisee is a legally formed entity, the Owners of Franchisee). Neither Franchisee nor any Owner shall sell, assign, pledge, mortgage, hypothecate, give as security or in any manner encumber or otherwise transfer (hereinafter, "Transfer") this Agreement or any direct or indirect right or interest in the franchise granted, or any direct or indirect interest in Franchisee, nor permit any such Transfer to occur directly or indirectly, whether by agreement or operation of law, without the prior written consent of Company. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

After an approved Transfer, absent Company's express written release of liability, Franchisee (and, if Franchisee is a legally formed entity, its Owners) shall remain liable for all obligations under this Agreement.

B. Any purported Transfer contrary to the provisions of this Agreement shall constitute a default under this Agreement and shall for purposes of any agreements with the Company, and to the extent permitted by law, be void and of no force or effect.

C. Subject to the prior written consent of Company, Franchisee may assign this Agreement to a partnership, corporation or other legally formed entity other than a trust that is not then or thereafter to be engaged in any business other than operation of the Franchised Restaurant, and in which Owners of Franchisee shall own one hundred percent (100%) of the outstanding ownership interest in the same proportions as their respective interests in Franchisee prior to such assignment. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer in such assignee shall be made without Company's prior written approval. If Franchisee is not an individual, the Franchise Operator shall, throughout the term of this Agreement, maintain the required percentage ownership of the Franchisee.

The Articles of Incorporation, By-Laws, and other similar documents of Franchisee, copies of which shall be provided to Company upon Company's request,

shall at all times reflect the restrictions contained in this Agreement, unless otherwise directed by Company. All stock certificates, membership certificates or other evidence of ownership shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares / membership interests evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to one or more JACK IN THE BOX restaurant Franchise Agreements, copies of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

D. At no time shall Franchisee be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Franchisee, each individual Owner of a partnership or corporation with a direct or indirect interest in Franchisee, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Franchisee.

E. Any Transfer, including (but not limited to) assignments among Owners of Franchisee, shall require, among other items: (i) delivery of an updated Certification of Entity Structure Form; (ii) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (iii) the payment by Franchisee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site to Company (other than in an assignment by the Owners to an entity, which is one hundred percent (100%) owned by the original Owners); (iv) the execution by Franchisee and each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all agreements, restaurants, transactions or occurrences of any kind prior to the proposed assignment, whether arising out of the franchise relationship or otherwise, between Franchisee and Company; (v) the payment of all amounts owed to Company or its Affiliates by Franchisee or Owners; (vi) the execution of a personal guarantee by each transferee; and (vii) such other conditions as Company may require.

F. There are no restrictions on Company's ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to the interest of Company.

15. DEATH OR PERMANENT INCAPACITY OF FRANCHISEE

In the event of the death or incapacity of Franchisee or an Owner, the interest of such Owner or Franchisee may be transferred to the Owner or Franchisee's heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements relating to financial condition, character, and managerial qualifications and commitment for franchisees, as in effect at the time of transfer; and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all the terms and conditions of this Agreement to the same extent as the original Franchisee or Owner.

If such person is not so approved, the Franchisee's or Owner's personal representative shall use its best efforts to sell the Franchised Restaurant (or the interest therein) to a person acceptable to Company within twelve (12) months, subject to the Right of First Refusal set forth in the following Section. During such period, Company shall have the option but not the obligation to operate and/or manage the Franchised Restaurant on Franchisee's (or his estate's) behalf until the interest is transferred to a person acceptable to Company. Company will make a complete accounting, and shall forward the net income from the operation to Franchisee's or Owner's estate, less Company's expenses and a reasonable management fee, if it elects to operate and/or manage the restaurant. If the interest of the Franchisee or such Owner is not conveyed to a party acceptable to Company within a twelve (12) month period from the date of death or incapacity of such person, Company shall have the option but not the obligation to purchase such person's interest at fair market value, by giving notice of Company's intent to purchase within thirty (30) days of the end of such twelve (12) month period.

If, at the end of that time period, the interest of a deceased or incapacitated Franchisee or Owner has not been conveyed to a party acceptable to Company, and Company has not exercised its option to purchase such person's interest at fair market value, Company may immediately terminate this Agreement, which termination shall be effective upon receipt of notice thereof by Franchisee's or Owner's personal representative.

As used herein, "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Franchisee or Owner unable to substantially perform all of his duties in connection with the Franchised Restaurant, which is verifiable by medical findings, and appears reasonably certain to continue for at least one (1) year without substantial improvement.

16. RIGHT OF FIRST REFUSAL

Franchisee or any Owner shall give Company forty-five (45) days' written notice of any proposed sale of any interest in this Agreement, Franchisee, or the franchise (including, without limitation, any securities of Franchisee or the assets of the Franchisee), setting forth the name and address of the prospective purchaser, the price and terms of the offer, an application for Company's approval of the purchase in form acceptable to Company (completed by the prospective purchaser), a copy of the fully executed sales contract (expressly stating that the transfer is contingent upon Company approval and waiver of its right of first refusal), and such other information as Company may request. Company shall, upon receipt of all required information, then have the option to purchase the interest at the price and upon the terms of such offer. Company will notify Franchisee within thirty (30) days after receipt of all such information (and from the furnishing of any additional information it may request) of its intent to exercise the right of first refusal. If the proposed transaction includes assets of Franchisee not related

to the operation of the Franchised Restaurant, Company may at its discretion exercise its option only with respect to the interest of the Franchised Restaurant. In such event, an equitable purchase price shall be allocated to each asset included in the proposed transaction. In exercising its rights under this section, Company shall be entitled to all customary representations and warranties from the Seller that assets are free and clear (or if not, accurate and complete disclosure) as to: (1) ownership, condition and title; (2) liens and encumbrances; (3) environmental and hazardous substances; and (4) validity of contracts inuring to the buyer or affecting the assets, whether contingent or otherwise. If a transfer is proposed to be made by gift, Company will designate, at its expense, an independent appraiser to determine the fair market value of the interest proposed to be transferred. Company may purchase the interest at the price determined by the appraiser.

This right of first refusal shall apply to any transaction in which any part of the legal or beneficial ownership of the license granted by this Agreement will be vested in a party other than Franchisee. The election by Company not to exercise its option to meet any offer shall not affect its right as to any subsequent offer. Any sale effected without first giving Company the right of first refusal shall constitute a default under this Agreement, and for purposes of any agreements with the Company, and to the extent permitted by law, be void and of no force and effect.

Notwithstanding the above, Company's right of first refusal is not applicable to a sale of furnishings or equipment of the Franchised Restaurant in connection with the replacement of such furnishings or equipment, or the disposal of excess furnishings or equipment, in the ordinary course of business.

If Company does not exercise its option, the proposed sale may nonetheless be concluded only with Company's written consent to the transfer. Such consent shall not be unreasonably withheld upon compliance with the conditions imposed by Company on such transfer, including, but not limited to, the following:

A. All obligations of Franchisee or its Owners to Company and its Affiliates, whether arising under this Agreement or otherwise, shall be fully satisfied at or prior to such transfer.

B. The prospective purchaser shall be approved as a Franchisee under Company's standards then in effect, including requirements relating to financial condition, character, managerial qualifications and commitment, and other conditions as Company may then be applying. It is understood that the prospective purchaser must meet with representatives of Company in San Diego, California, or such other location as Company may designate.

C. The prospective purchaser shall have completed Company's required training program for new franchisees to Company's satisfaction.

D. Company must be satisfied that the terms and conditions of the transaction will not negatively affect the possibility of success of the business in light of the conditions

under which it is purchased; however, Company's review of the terms and conditions of the proposed transaction do not constitute a guaranty or warranty of the success or profitability of the Franchised Restaurant.

E. Execution by Franchisee and Owners of a general release in favor of Company and its Affiliates in a form satisfactory to Company.

F. Company shall be paid a fee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per site for its costs in connection with the transfer.

17. COMPLIANCE WITH OTHER AGREEMENTS

Franchisee shall comply with and perform all covenants contained in any other agreement, instrument, or other document between Company or its Affiliates, or any of them, and Franchisee or its Affiliates or Owners, or any of them. This includes, without limitation, any franchise agreement; lease agreement; note; any written or oral agreement; any account for the purchase of product or services between Company and Franchisee, whether or not pertaining to the Franchised Restaurant; and any Development Agreement signed between Company and Franchisee. A default, in whole or in part, under any of the aforementioned agreements or notes, shall constitute a default under this Agreement.

18. TERMINATION

Company may terminate this Agreement and the license granted herein, or may exercise any lesser-included right, such as requiring a temporary closure of the Franchised Restaurant, upon any of the following grounds if Franchisee fails to correct the condition within the period specified, without prejudice to any other rights or remedies provided by law or under this Agreement:

A. Franchisee will be deemed to be in default under this Agreement, and all rights granted herein will immediately terminate automatically and without notice to Franchisee if any of the following events occur:

1. Franchisee makes a general assignment for the benefit of creditors.

2. Franchisee commences a voluntary petition under bankruptcy, insolvency or any similar law; or an involuntary case under bankruptcy or insolvency or similar law is filed against Franchisee and is either unopposed by Franchisee or is not dismissed within thirty (30) days of filing; or an order or decree for relief under bankruptcy, insolvency or similar laws is entered regarding Franchisee. Franchisee expressly waives all rights under the provisions of the bankruptcy or other applicable laws and rules, and consents to the immediate termination of this Agreement as provided herein. Franchisee agrees not to seek an order from any court, tribunal or agency in any jurisdiction relating to bankruptcy, insolvency, reorganization or any similar proceedings that would have the effect of staying or enjoining this provision.

3. A bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for Franchisee's business or assets or real or personal property is filed by, consented to or not opposed by Franchisee.

4. Franchisee becomes insolvent in that (a) Franchisee generally fails, or is generally unable, to pay its obligations as they become due in the regular course of business, or (b) the value of Franchisee's assets is less than the value of its liabilities.

5. If Franchisee is a corporation, partnership or other legal entity and Franchisee is dissolved.

6. Execution is levied against the franchise, the Franchised Restaurant or property or the Premises.

7. A suit to foreclose any lien or mortgage against the Premises or equipment is instituted and not dismissed within thirty (30) days.

8. Franchisee at any time ceases to operate the Franchised Restaurant for a period of five (5) consecutive days other than due to a force majeure or as otherwise authorized by the Company in writing, or otherwise abandons the Franchised Restaurant; provided that, loss of premises due to eminent domain or similar government action shall not be considered a force majeure event.

9. Franchisee fails for any reason to commence operation of the Franchised Restaurant within one-hundred and twenty (120) days of the date of this Agreement.

B. Franchisee will be deemed to be in default, and Company may, at its option, terminate this Agreement and all rights granted under this Agreement upon any of the following grounds. Termination will become effective immediately upon notice to Franchisee.

1. Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Franchised Restaurant.

2. Franchisee, Operator, Designated Market Operator, or any stockholder, member, partner, owner, director or officer of Franchisee, engages in conduct, or is arrested for, admits to, is convicted of, or pleads guilty or no contest to, any crime or offense that is reasonably likely to have a serious adverse effect on the System, the franchisees operating under the System, the Proprietary Marks, the goodwill associated therewith, or Company's interest therein.

3. Franchisee fails for a period of ten (10) days to make any of the payments required under this Agreement.

4. A final judgment remains unsatisfied or of record for thirty (30) days or longer (unless an appeal bond has been filed).

5. Franchisee discloses, makes any unauthorized duplicates of, or otherwise improperly divulges or uses the contents of the Manual or other confidential information provided to Franchisee by Company contrary to the terms of Sections 5A or 10 of this Agreement.

6. Franchisee creates, maintains, or submits to Company, any governmental agency or any financial institution, any books, records, reports or other information relating to the Franchised Restaurant that contains any materially false, inaccurate, incomplete or misleading statements, or omits any fact necessary in order to make the statements made not materially misleading.

7. Franchisee fails on three (3) or more separate occasions within any twenty-four (24) month period to comply with this Agreement, or to execute Company's standards as outlined in the Manuals as measured by Company's restaurant inspections, whether or not such failures are corrected after notice of default is given, or Franchisee fails on two (2) or more separate occasions within any twelve- (12) month period to comply with the same requirement under this Agreement, whether or not such failure to comply is corrected after notice of default is given.

8. Franchisee has made material misrepresentations or omissions in Franchisee's franchise application or this Agreement.

9. Franchisee makes any unauthorized use of the Marks, or fails to strictly comply with the terms set forth in Sections 1 or 11 of this Agreement.

C. Franchisee will be deemed to be in default and Company may, at its option, terminate this Agreement and all rights granted under this Agreement upon any of the following grounds. If the condition is susceptible of being cured, Franchisee must correct the condition within the period specified below, or termination will be effective at the conclusion of the cure period.

1. Franchisee fails to maintain and operate the Franchised Restaurant in accordance with the standards and specifications, including, but not limited to, selling any product that Franchisee knows or should know does not conform to Company's specifications, failing to sell any product required by Company, or selling any product that is not approved by Company. Franchisee will have five (5) days to correct such condition.

2. Franchisee loses the right to possess the Premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Restaurant is located. Franchisee will have five (5) days to correct such condition.

3. Franchisee or any Owner of Franchisee purports to transfer any rights or obligations under this Agreement or any interest in Franchisee in violation of the terms of Section 14 of this Agreement. Franchisee will have five (5) days to correct such condition.

4. Franchisee fails to comply with the in-term covenants in Section 19 of this Agreement or fails to obtain execution of the covenants required under that Section. Franchisee will have five (5) days to correct such condition.

5. Franchisee denies Company's right to inspect, examine or audit the Franchised Restaurant or the Franchisee's books. Franchisee will have five (5) days to cure such condition.

6. Franchisee fails to submit any financial statement or report when required, or his submission is incorrect or incomplete. Franchisee will have thirty (30) days to correct such condition.

7. Franchisee fails to pay any federal or state income, sales or other taxes due on the Restaurant's operations, unless Franchisee is in good faith contesting liability for such taxes. Franchisee will have five (5) days to correct such condition.

8. Franchisee violates any labor laws. Franchisee shall have fourteen (14) days to cure such condition.

9. Franchisee fails to keep the business open and in normal operation for such hours and days as Company may from time to time specify in the Manual or as Company may otherwise specify or approve in writing. Franchisee will have five (5) days to correct such condition.

10. Franchisee fails to make regular payments to Company or any vendor for any monies due and owing. Franchisee will have ten (10) days to correct such condition.

11. Franchisee fails to begin the repair or restoration of the Franchised Restaurant within ninety (90) days after damage or destruction, and to diligently pursue such repair or restoration to completion within a reasonable time thereafter, or fails to insure the Franchised Restaurant as provided in Section 12. Franchisee will have thirty (30) days to correct such condition.

12. Franchisee fails to maintain the Franchise Restaurant and Premises in good condition and repair or fails to make all improvements determined by Company to be reasonable necessary to reflect the current System standards. Franchisee will have thirty (30) days to correct such condition.

13. Franchisee fails to comply with any other provision of this Agreement or defaults under any other franchise agreement, development agreement, lease agreement, note, or any agreement or account for the purchase of product or services between Company and Franchisee, whether or not pertaining to the premises. Franchisee will have thirty (30) days to correct such condition.

D. If any applicable law or rule requires greater prior notice of termination, the prior notice required by such law or rule will be substituted for the notice requirements specified above.

E. Company's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver, or otherwise affect the right of Company to terminate this license because of any other occurrence of one or more of the aforesaid events.

F. Upon termination or expiration of this Agreement, Franchisee's right to use the Marks and the System shall terminate. Franchisee shall not thereafter identify himself as a JACK IN THE BOX Franchisee, nor use any of the Marks or any mark confusingly similar thereto, nor use or disclose to others any of Company's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Franchisee will immediately return to Company all Manuals, together with all other material containing trade secrets, restaurant operating instructions or business practices of Company.

G. Franchisee grants to Company, upon termination or expiration of this Agreement, the option to purchase all usable inventory of food supplies, paper goods, containers, printed menus and other materials bearing Company's trade names or Marks at Franchisee's cost; and to purchase the restaurant equipment, furniture, fixtures and signs at fair market value.

H. Franchisee shall, immediately upon termination or expiration of this Agreement, make such removals or changes in signs and the building as Company shall request, to distinguish the Premises from its former appearance and from any other JACK IN THE BOX restaurant. In the event Franchisee fails to make such changes, Franchisee hereby consents to Company entering the Premises to make non-structural changes at Franchisee's expense.

I. In the event of termination for any default of Franchisee, any damage suffered by Company shall be a lien in favor of Company against the personal property, machinery, fixtures and equipment owned by Franchisee on the Premises at the time of such default. Said lien shall be in addition to any other rights or remedies of Company that exist under statute, regulation or common law.

19. RESTRICTIONS ON OTHER BUSINESS INTERESTS

A. Franchisee shall be responsible for notifying Company in writing of any intention of Franchisee, an Owner or an Operator to participate or engage, directly or indirectly, in any business activity other than JACK IN THE BOX restaurant business activities, at least ninety (90) days before (a) that person becomes a party to any agreement or understanding relating to such activity, or (b) such activity commences, whichever is earlier. Franchisee shall be responsible for providing Company with such information about the activity as Company may reasonably request from time to time, including but not limited to information about products that may be sold as part of that business activity. In the event of a dispute regarding whether Franchisee’s, an Owner’s or an Operator’s participation in a business activity would violate the terms of this Agreement, Franchisee and Company agree to mediate said dispute in accordance with the terms of Section 20C of this Agreement; however, in no event will Company be

required to mediate such a dispute if Franchisee has not timely notified Company of the planned participation in the business activity.

B. Franchisee acknowledges that, pursuant to this Agreement, Franchisee, Owners and Operator will receive confidential and trade secret information, including but not limited to promotional, operational, training, sales and marketing methods, techniques, plans and concepts of Company and the System. Franchisee further acknowledges its obligation to develop the franchised business and to promote the interests of the System. Accordingly, Franchisee agrees as follows:

1. Except as otherwise approved by Company in writing, during the term of this Agreement, Franchisee, Owners, and Operator shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in, any restaurant business:

(i) whose format is similar to the format employed by the JACK IN THE BOX System at that time (currently, the JACK IN THE BOX System operates in a quick-service format, but Company may change that format at any time), and

(ii) 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by Company as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, certain specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but Company may designate different or additional products as Core Menu Items at any time.)

2. Except as otherwise approved by Company in writing, the restrictions set forth in Subsection B.(1) of this Section shall also apply to Franchisee upon the earlier of (a) the expiration or termination of this Agreement, or (b) the assignment of this Agreement by Franchisee, and apply to each Owner and Operator upon the earlier of (a) the expiration or termination of this Agreement, (b) the assignment of this Agreement by Franchisee or (c) when such person ceases to be associated with Franchisee and the Franchised Restaurant; provided, however, that upon those events:

(i) the restrictions shall apply for a continuous uninterrupted period of one year thereafter; and

(ii) the restrictions shall only apply to the following restaurant businesses in existence as of the date of this Agreement:

- any restaurant business that is located within two (2) miles of any then-existing JACK IN THE BOX restaurant;
- any restaurant business that is located at the Franchise Restaurant Premises;

- any restaurant business that is located within two (2) miles of the Premises, whether or not a JACK IN THE BOX restaurant is then being operated on those Premises.

Franchisee acknowledges that, while Company has no obligation to expand the JACK IN THE BOX System, the number of JACK IN THE BOX restaurants and the locations of those restaurants may change over time.

3. The obligations of Franchisee, each Owner and Operator under Subsection B.(2) of this Section commence immediately upon expiration or termination of this Agreement, assignment of this Agreement by Franchisee, or upon the cessation of association of any Owner or Operator, whichever applies. If, at any time during the one-year period referred to in Subsection B.(2), Franchisee, the Owner or the Operator (as the case may be) fails to comply with its obligations under Subsection B.(2) of this Section, that period of noncompliance shall not be included in the one-year period described in Subsection B.(2)(i).

4. If any part of the restrictions in this Section is found to be unreasonable in time or distance by a court or other tribunal having valid jurisdiction, each month of time or mile of distance shall be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court or other tribunal to that deemed reasonable.

5. Franchisee, Owners and Operator may, during the term of this Agreement, own all or a portion of a business other than a JACK IN THE BOX restaurant on the condition that all provisions of this Agreement are met, and:

(i) Franchisee, Owners or Operator do not use or allow others to use any part of the JACK IN THE BOX System in such business;

(ii) such business is not advertised on or from the Franchised Restaurant Premises, and the business does not share and is not combined in any advertisement with the Franchised Restaurant; and

(iii) no business is directed or diverted at any time for any reason by Franchisee or Operator from the Franchised Restaurant to any such business.

6. Company shall have the right, in its sole discretion and without Franchisee's consent, to reduce the scope of any covenant in this Section. Any covenant as so reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee shall comply immediately with the covenant as so reduced.

C. Subsections B.(1) through B.(3) of this Section shall not apply to ownership by Franchisee, Owners, Operator or their spouses of less than a five percent (5%) beneficial interest in the outstanding equity securities of any corporation that is registered under the Securities Exchange Act of 1934, unless that individual also serves as a director or officer of, or in a management capacity in, such corporation.

D. Franchisee expressly agrees that any claim it may have against Company, whether or not arising from this Agreement, shall not constitute a defense to Company's enforcement of the covenants in this Section.

E. Franchisee acknowledges that its failure to comply with the requirements of this Section will cause Company irreparable injury, and Franchisee hereby accordingly agrees that, in addition to all other legal or equitable rights and remedies that Company may have under this Agreement or otherwise, Company shall be entitled to seek the entry of an order by any court of competent jurisdiction for specific performance of, or for an injunction against violation of, the requirements of this Section.

F. Franchisee expressly acknowledges that it possesses business skills and abilities of a general nature, and can exploit such skills and abilities in settings other than the restaurant or food service industries, and that enforcement of the covenants in this Section will not prevent Franchisee from engaging in an entire line of business, using his business skills and abilities, or earning a living.

G. Notwithstanding any other provision of this Agreement, this Section shall be governed by, construed in accordance with, and enforced under the laws of the State of California; provided, however, that if this Section is deemed unenforceable under California law, then it shall be governed by, construed in accordance with, and enforced under the laws of the State in which the Franchised Restaurant is located.

H. Franchisee shall obtain and furnish to Company an undertaking, to the same effect as the undertaking in this Section, from Franchisee's Operator (if Franchisee is not the Operator) and from such of the Owners, spouses of Owners and restaurant managers as Company may designate. The undertakings shall be in writing in a form approved by Company. Company may require Franchisee to furnish the undertakings at any time during the term of this Agreement.

20. MISCELLANEOUS: GENERAL CONDITIONS

A. Interpretation/Entire Agreement

This Agreement and all attachments to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

Paragraph captions are used only for convenience, and are in no way to be construed as part of this Agreement, or as a definition limitation or construction of the contents or scope of the paragraph. Words of any gender used in this Agreement shall include every other gender, and words in the singular or plural shall include the other, where the context requires.

B. Non-Waiver

Company and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement prior to the expiration of its term) by virtue of: any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of Company or Franchisee to exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Franchisee with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other Franchisees or licensees of JACK IN THE BOX restaurants; or the acceptance by Company of any payments from Franchisee after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies, which may be granted by law.

C. Non-Binding Mediation

1. Except as provided in Section C.(5), controversies, disputes and claims between Company, its Affiliates, and their shareholders, officers, directors, employees and agents, or any of them, on the one hand, and Franchisee, its Owners, partners, trustees, shareholders, officers, directors and agents, or any of them, on the other hand, arising out of or related to this Agreement, the Franchised Restaurant or the franchised business shall be subject to non-binding mediation pursuant to the terms of this Section C. Except as specified in Section C.(5), no litigation may be commenced between such parties prior to the mediation termination date, as defined in Section C.(4), on any claim which is subject to non-binding mediation hereunder, whether or not the mediation has been commenced. The commencement or pendency of litigation will not stay non-binding mediation required hereunder, and non-binding mediation required hereunder will not stay any litigation commenced in conformity with Section C.(5). Mediation under this Section C. is not intended to alter or suspend the rights or obligations of the parties under this Agreement or to determine the validity or effect of any provision of this Agreement, but is intended to provide the parties with an opportunity to amicably and expeditiously resolve disputes in a cost-effective manner on mutually acceptable terms and conditions.

2. The non-binding mediation provided for hereunder shall be commenced by the party demanding mediation (the "complainant") by giving written notice of the demand for mediation (the "demand") to the party with whom mediation is sought (the "respondent"). The demand shall specify with reasonable particularity the matter or matters on which non-binding mediation is being sought. A copy of the demand shall be given by the complainant simultaneously to Company, if Company is not a complainant or a respondent.

3. Non-binding mediation hereunder shall be conducted in San Diego, California, by a mediator or mediation program designated by Company in writing (the

"designation"), or by such mediator as complainant and respondent may otherwise agree to. Company will send the designation to complainant and respondent within a reasonable time after its receipt of the demand.

4. Non-binding mediation hereunder shall be concluded within sixty (60) days of the giving of the demand, or such longer period as may be mutually agreed to in writing by the parties to the mediation (the "mediation termination date"). All aspects of the mediation process shall be treated as confidential, shall not be disclosed to others, and shall not be offered or admissible in any other proceeding or legal action whatsoever. Complainant and respondent shall each bear its own costs of mediation, and each shall bear one-half the cost of the mediator and mediation service.

5. If Franchisee is more than forty-five (45) days past due in any of its payments to Company, or is past due in an amount greater than the prior month's Royalty, whether under this Agreement or any other Agreement or account with Company, then Company shall not be required to seek or to participate in mediation of any matter or dispute under this Section C. (although Company reserves the right to require mediation), and Company shall be free to commence or to pursue litigation at any time. Company shall not be required to seek or to participate in mediation of any matter or dispute relating to the indemnification or insurance provisions of this Agreement (although Company reserves the right to require mediation). Nothing in this Section C. shall prevent any party from instituting or pursuing litigation at any time to preserve the status quo, protect the Proprietary Marks, protect the health or safety of the public, or avoid irreparable harm.

D. Governing Law, Jurisdiction and Venue

1. This Agreement shall become valid when executed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Franchisee is located outside of California, and such provision would be enforceable under the laws of the state in which Franchisee is located, then such provision shall be interpreted and construed under the laws of that state.

2. Franchisee shall file any suit against Company or its officers, directors, agents, employees or shareholders, arising out of this Agreement or otherwise, only in the federal or state court in the judicial district where Company’s principal offices are located at the time suit is filed. Company shall file any suit against Franchisee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where Company’s principal offices are located at the time suit is filed, or where Franchisee resides, or where the Franchised Restaurant is or was located, or where the claim arose; and Franchisee hereby consents to and waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

3. Company and Franchisee irrevocably waive trial by jury and the right to any class action in any action, proceeding, or counterclaim, whether at law or in equity,

brought by Company against Franchisee, or by Franchisee against Company and/or its Affiliates or subsidiaries, and their shareholders, officers, directors, employees and agents, whether or not there are other parties in such action, to the extent permitted by law.

4. Any and all claims and actions arising out of, or relating to, this Agreement, the relationship of Company and Franchisee, or Franchisee's operation of the Franchised Restaurant, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such shorter term as is established by law, or such claim or action shall be barred.

5. If Franchisee breaches this Agreement, Company shall be entitled to seek injunctive relief, in addition to such other relief to which it may be entitled in law or equity without posting a bond.

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

E. Severability

If any material provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, Company and Franchisee shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

F. Notices

1. All notices to Company shall be in writing, and shall be effective if hand delivered or sent by certified air mail, postage fully prepaid, national overnight carrier that provides a receipt, addressed to Different Rules, LLC at its offices at 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Legal Dept./Store #____, or at such other address or agent of process as Company may from time to time designate in writing.

2. All notices to Franchisee, including a Notice of Termination, shall be in writing, and shall be effective if hand delivered or sent by certified mail, return receipt requested, postage fully prepaid, by overnight mail, email or comparable electronic system, addressed to Franchisee or Operator at the Franchised Restaurant, the Premises or Franchisee's or Operator’s last designated-in-writing mailing address.

3. Notices shall be deemed delivered and received on the earlier of (i) actual receipt; (ii) the fifth (5th) business day after being deposited in the U.S. Mail; (iii) the second (2nd) business day after being deposited with an overnight mail service; or (iv) the first (1st) business day after being sent by email or comparable electronic system.

G. Franchisee Structure and Liability of Owners

Each Owner of Franchisee is individually bound by this Agreement. At no time shall Franchisee be owned by more than eight (8) persons, as defined in Section 14.D. Each Owner shall be jointly and severally liable to Company for any failure of Franchisee to perform any obligation under this Agreement.

H. Signatures and Modification

This Agreement is not effective unless signed by Company. This Agreement may be signed in counterparts, which, taken together, shall constitute one original document. This Agreement may be modified or amended only in writing, signed by both parties.

I. Continuing Obligations

All obligations of Company and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

J. Cumulative Remedies

The rights of Company and Franchisee hereunder are cumulative, and no exercise or enforcement by Company or Franchisee of any right or remedy hereunder shall preclude the exercise or enforcement by Company or Franchisee of any other right or remedy hereunder to which Company or Franchisee is entitled by law.

K. Attorneys' Fees

In any litigation arising out of or relating to this Agreement, the prevailing party shall be paid by the other party all costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action.

L. Relationship of the Parties

Franchisee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of Company. Franchisee shall have no right to bind or obligate Company in any way, and shall in no way represent any right to do so. Company shall have no control over the terms and conditions of employment of Franchisee's employees. Franchisee shall indicate his independent ownership of the Franchised Restaurant in all public records and on stationery, business forms and checks. Franchisee shall exhibit at the Franchised Restaurant, in such places and in such form as may be designated by Company, a notification that the Franchised Restaurant is independently operated. No fiduciary relationship between the parties exists.

[SIGNATURES ON FOLLOWING PAGE]

DIFFERENT RULES, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Entity Name,
a LLC/CORP

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT A

FRANCHISE RESTAURANT DESCRIPTION AND TECHNOLOGY FEES

Franchise Restaurant Description:

Technology Fees: The following are due and payable from Franchisee to Company pursuant to the Franchise Agreement. ***These fees are subject to adjustment by Company at any time in its sole discretion subject to any limitations stated in Section 5.S. of the Franchise Agreement. In addition, Company reserves the right to add additional categories of fees to Exhibit A at any time in its sole discretion. As a result, the fees to be paid by Franchisee under this Agreement may exceed the amounts stated in this Exhibit A.***

Description of Fees*	Amount of Fee	Comments / Description
Monthly Technology Fee	Currently, $350-$500 but will increase to $500-$675	For designing, developing, implementing, maintaining, administering, enhancing, innovating, and supporting the Technology Systems and Technology Services. This fee may also include software licensing fees.
Monthly Digital Fee	Currently $0.00 but may increase to $105	
Per Digital Transaction** Fee	Currently, $0.00 but may increase to $0.14 for the first year and $0.30 for the second year following implementation	

* All fees are net of any taxes. Company uses the Technology Fees solely for the stated purposes. Company does not intend the Technology Fees to be a source of revenue or profit for the Company.

**A “Digital Transaction” is any order that is commenced or initiated by a customer without direct human involvement by a Restaurant employee or human agent. Digital Transactions include, but are not necessarily limited to, orders placed or processed using: websites, mobile apps, third-party delivery platforms, in-Restaurant kiosks, and similar technology systems that may be developed/implemented in the future. Digital Transactions do not include orders placed or processed using a counter-top POS system when turned to kiosk mode or orders placed through a Restaurant employee or human agent through a drive-thru.

If a fee is subject to increase by us, the increase will not be more than the equivalent of 10% per year during the term of your franchise agreement to adjust to increased costs. If we do not increase the fee in any year, we can increase the fee in the following year by the combined permissible increase amounts for prior years when we did not increase the fee.

ATTACHMENT B

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

FRANCHISEE: , a limited liability company/corporation

Date of Franchise Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Franchise Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Franchisee arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Franchisee, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Franchisee or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Company under the Agreement; and

5. the written acknowledgment of Franchisee, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S)

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

ATTACHMENT C

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (For Shareholders, Partners, Members)

Site No. ####

CONFIDENTIALITY & NON-COMPETITION AGREEMENT (For Shareholders, Partners, Members)

This Confidentiality and Non-Competition Agreement ("Agreement") is entered into as of Today's Date between Different Rules, LLC ("Company") and Franchise Operator, Guarantor, and Guarantor ("Owner") (collectively, "Owner").

Recitals

Company has entered into a Development Agreement and/or Franchise Agreement with Entity Name, a Entity State corporation/limited liability company ("Franchisee") relating to the development and operation of one or more Jack in the Box® restaurants under an operating system created and maintained by the Company (the "System"). Owner is an officer, director, or holder of a beneficial interest of Franchisee, and/or of any corporation directly or indirectly controlling Franchisee. Due to his/her financial interest or other involvement in Franchisee, Owner may have access to information regarding the development and operation of the JACK IN THE BOX® business (including, but not limited to Company's Operating Manual) that is considered by the Parties to be confidential and/or trade secret. Company is willing to provide access to such information under the terms of this Agreement.

Accordingly, Owner agrees as follows:

1. CONFIDENTIAL INFORMATION

1.1. Owner understands and acknowledges that Company has invested, and continues to invest, considerable sums of money in developing the System. Because of the competitive nature of the restaurant business, and to protect the legitimate interest of Company and other franchisees, it is necessary to protect certain information about the System as confidential.

1.2. For purposes of this provision, "Confidential Information" includes product recipes and tests, ingredients used in Company's products, product preparation procedures, customer service measures and techniques, franchise support procedures, supplier relationship and distribution system information, new product development information, the Manual (as defined in Section 2 below), growth plans or strategies, real estate development plans or strategies, restaurant design plans, proposed restaurant sites, equipment, computer systems, business and development plans and strategies, training programs, consumer research results, marketing and advertising strategies and materials, and all other information designated by Company as confidential.

1.3. Confidential Information does not include: (a) information, concepts, methods, procedures or techniques that are, or become, generally known in the quick-service and quick-casual restaurant industries in the United States, other than through disclosure by Franchisee or Owner, whether deliberate or inadvertent; (b) the disclosure of Confidential Information in judicial or administrative proceedings to the extent that Franchisee or Owner is legally compelled to disclose such information, provided that Franchisee and/or Owner has afforded Company with the opportunity to obtain an appropriate protect order or other assurance that the information will be treated as confidential; or (c) information that Franchisee or Owner can demonstrate came to its attention prior to disclosure thereof by Company.

1.4. Franchisee will be provided with Confidential Information in connection with its development and/or operation of the Franchised Business. Owner agrees that both during the term of this Agreement and thereafter, Franchisee and Owner: (a) will use the Confidential Information only in the operation of the Franchised Business, and not in connection with any other business; (b) will not make copies of, duplicate, record, or otherwise reproduce any Confidential Information without the express written consent of Company; (c) will not communicate, divulge or disclose the Confidential Information to any person or entity who does not need access to it to operate the Franchised Business; (d) will not use or duplicate Confidential Information for any other restaurant business; or (e) will not use the Confidential Information, or allow it to be used, for the benefit of any third party.

1.5. Owner acknowledges and agrees that all Confidential Information is, and will remain, the sole and exclusive proprietary property of Company.

1.6. Owner understands and acknowledges that any failure to comply with the requirements of this section will result in substantial injury and damage to Company for which there is no adequate remedy at law. For these reasons, if Owner violates or threatens to violate any term of this provision, the Company will be entitled to, in addition to any other remedies and damages available, injunctive or other equitable relief, to restrain the violation of this provision by Owner. Owner agrees to pay all court costs and reasonable attorneys' fees incurred by Company in obtaining specific performance of, or an injunction against violation of, the requirements of this section, in addition to any other claims to which Company may be entitled.

2. CONFIDENTIAL OPERATING MANUAL

2.1. In order to protect the reputation and goodwill of Company and to maintain high standards of operation under Company's proprietary marks, Franchisee must conduct its business in accordance with the confidential manual, which may consist of more than one volume ("Manual"). Franchisee will receive one copy of Manual on loan from Company for the term of any Franchise Agreement or Development Agreement between Company and Franchisee.

2.2. Owner must at all times treat the Manual, any other manuals created for, or approved for use in, the development or operation of the franchised business, and the

information contained therein, as secret and confidential, and must use all reasonable efforts to maintain such information as secret and confidential, as specified in Section 1 above, including but not limited to keeping the Manual in a secure place on the Restaurant premises (once constructed) at all times.

2.3. The Manual will at all times remain the sole property of Company.

2.4. Owner understands and acknowledges that Company may, in its sole discretion, modify or replace the Manual or its contents. If there is any dispute as to the contents of the Manual, the terms of the master copy of the Manual maintained by Company at Company's home office will be controlling.

3. COVENANTS AND RESTRICTIONS ON OTHER BUSINESS INTERESTS

3.1. Franchisee must devote best efforts to the development, management and operation of the Franchised Business.

3.2. Owner acknowledges that Franchisee and Owner will receive valuable specialized training and/or confidential information, including without limitation, information regarding the development, operational, sales, promotional and marketing methods and techniques of Company and the System. During the term of any Development Agreement or any Franchise Agreement between Company and Franchisee, except as otherwise approved in writing by Company, Owner may not, either directly or indirectly, for him/herself, or through, on behalf of, or in conjunction with any person, persons, partnership or corporation:

3.2.1. Divert or attempt to divert any business or customer of the franchised business to any competitor, by direct or indirect inducement or otherwise; or

3.2.2. Do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with Company's proprietary marks and the System.

3.3. During the term of any Development Agreement or any Franchise Agreement between Company and Franchisee, Owner may not either directly or indirectly, for him/herself, or through, on behalf of, or in conjunction with any person, firm, partnership, corporation or other entity, own, maintain, operate, engage in, or have any interest in any restaurant business (i) whose format is similar to the format employed by the JACK IN THE BOX System at that time (currently, the JACK IN THE BOX System operates in a quick service format, but Company may change that format at any time, and (ii) where 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by Company as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but Company may designate different or additional products as Core Menu Items at any time.).

3.4. For a continuous period of one (1) year after the expiration or termination of all Development Agreements and Franchise Agreements between Company and Franchisee, regardless of the cause for the termination, Owner may not either directly or

indirectly, for itself, or through, on behalf of, or in conjunction with any person, persons, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in any of the following restaurant businesses in existence as of the date of this Agreement: (i) any restaurant business that is located within two (2) miles of any then existing JACK IN THE BOX® restaurant; (ii) any restaurant business that is located at the Franchise Restaurant Premises; or (iii) any restaurant business that is located within two (2) miles of the Premises, whether or not a JACK IN THE BOX restaurant is then being operated on those Premises.

3.5. Subsections 3.3 and 3.4 above do not apply to ownership by Owner of less than one percent (1%) beneficial interest in the outstanding equity securities of any publicly held corporation.

3.6. The parties agree that each of the foregoing non-competition covenants are independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 3 is found unreasonable or unenforceable by a court or agency having valid jurisdiction, Owner expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.7. Company has the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without Owner's consent, effective immediately upon receipt by Owner of written notice thereof. Owner agrees that it will comply forthwith with any covenant as so modified, and that the covenant will be fully enforceable, notwithstanding the provisions of Subsection 3.4 of this Agreement.

3.8. Owner expressly agrees that the existence of any claims he/she may have against Company, whether or not arising from this Agreement, will not constitute a defense to Company's enforcement of the covenants in this Section 3. Owner agrees to pay all costs and expenses (including reasonable attorneys' fees) incurred by Company in connection with the enforcement of this Section 3.

3.9. Owner acknowledges and agrees that his/her violation of the terms of this Section 3 would result in irreparable injury to Company for which no adequate remedy at law may be available. Owner acknowledges and agrees that Company may obtain an injunction prohibiting any conduct by Owner in violation of the terms of this Section 3.

4. MISCELLANEOUS PROVISIONS

4.1. **No Waivers.** No delay, omission or forbearance on the part of Company to exercise any right, option, duty or power constitutes a waiver by Company to enforce any such right, option, duty or power against Owner; nor does any such delay, omission, or forbearance constitute a waiver of any subsequent breach or default by Owner.

4.2. **Notices.** Any and all notices required or permitted under this Agreement must be made in writing, and must be personally delivered or mailed by certified or

registered mail, return receipt requested, or delivered by national overnight carrier, to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other party:

Notices to Company:	Different Rules, LLC 9357 Spectrum Center Blvd San Diego, CA 92123 Attention: Legal Dept. Re: Site No. ####
With a copy to:	Different Rules, LLC 9357 Spectrum Center Blvd San Diego, CA 92123 Attention: Legal Dept./Store #____
Notices to Owner:	Entity Name c/o Franchise Operator Entity Address Entity Address

Any notice by certified or registered mail will be deemed to have been given at the earlier of the (i) date and time of receipt, or (ii) the third business day after being deposited in the U.S. Mail. Any notice delivered by overnight carrier will be deemed to have been delivered on the first business day after being deposited with the carrier.

4.3. Modification. No amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to by the parties and signed by their authorized officers or agents in writing.

4.4. Severability and Construction. Except as expressly provided to the contrary in this Agreement, each portion, section, part, term and/or provision of this Agreement is severable. If for any reason a court or agency having valid jurisdiction, determines any section, part, term and/or provision of this Agreement is invalid and contrary to, or in conflict with, any existing or future law or regulation, that decision will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms and/or provisions of this Agreement that remain intelligible. The latter will continue to be given full force and effect and bind the parties, and the invalid portions, sections, parts, terms and/or provisions will be deemed not to be a part of this Agreement.

This Agreement may be signed in one or more counterparts, all of which when taken together constitute one original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

By: _____ Date: _____
Name: Franchise Operator, individually

By: _____ Date: _____
Name: Guarantor, individually

By: _____ Date: _____
Name: Guarantor, individually

By: _____ Date: _____
Name: Guarantor, individually

DIFFERENT RULES, LLC,
a Delaware limited liability company

By: _____
Name:
Title:
Date: _____

ATTACHMENT D

AMENDMENT TO FRANCHISE AGREEMENT FOR INCENTIVE PROGRAM

AMENDMENT
TO
FRANCHISE AGREEMENT
AND GENERAL RELEASE

This Amendment to Franchise Agreement ("Amendment") is made and entered into as of _____, 20__, by and between DIFFERENT RULES, LLC, a Delaware limited liability company ("Company"), and ENTITY NAME], a [STATE] [corporation OR limited liability company] (collectively, "Franchisee"), in order to amend the Franchise Agreement, dated _____ ("Agreement"), relating to JIB No. _____, located at _____. Except as expressly provided in this Amendment, all terms used in this Amendment have the meanings established for those terms in the Agreement.

Company has created a Development Incentive program to encourage expansion of the Jack in the Box® franchised system. Company is willing to offer the Development Incentive under the terms and conditions set forth in this Amendment to franchisees who have committed to open a minimum of 3 (three) new restaurants pursuant to a development agreement dated _____ ("Development Agreement").

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Franchise Agreement is amended to add the following new section after section 8.A.1:

   8.A.1.a. Notwithstanding anything in Section 8.A.1. to the contrary, Franchisee has received an interest-free loan from Company or one of its affiliates in the amount of $150,000.00, pursuant to the terms of the Promissory Note as shown in Attachment C of Franchisee's Development Agreement date_____, 20__ ("Note"); and Franchisee has agreed, among other things, that: (i) the principal amount due under the Note will be repaid through a credit equal to 100% of the Royalties that would otherwise have been due and payable based upon Gross Sales at the Developed Restaurant until such time as the Note is paid in full; and (ii) the entire remaining principal balance of the Note shall be due and payable upon the sale or closure of the Developed Restaurant.]

2. The parties acknowledge and agree that Developer's eligibility for the Development Incentive described herein is contingent upon Developer's full compliance with all provisions of the Development Agreement and Franchise Agreement. Even if this Amendment is signed, Company shall not be obligated to provide any incentive to Franchisee if Franchisee is not in full compliance as determined by Company.

3. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges Company, its officers, directors, agents, employees, subsidiaries and affiliates from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Franchisee may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law, or (ii) under any state or federal security, blue sky or similar law, or (iii) in connection with allowances, discounts or compensation of any type received by Company from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

"1542 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."

The release provided in this Section 2 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

4. The undersigned hereby certify that they have read all provisions of the foregoing release and the quoted California Civil Code Section, that they are represented by Counsel and have been advised or been afforded the opportunity to be advised of the effect of the provisions of such release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and Counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Amendment freely and without duress.

5. Except as expressly modified or amended pursuant to the provisions of this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment prevail.

6. This Amendment may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year shown opposite their signatures below.

DIFFERENT RULES, LLC,
A Delaware corporation

By: _____
Name:_____
Title: _____
Date: _____

ENTITY,
a _____ limited liability co./corp.

By: _____
Name:_____
Title: _____
Date: _____

By: _____
Name:_____
Title: _____
Date: _____

ATTACHMENT E

AMENDMENT TO FRANCHISE AGREEMENT FOR SELECT MARKET INCENTIVE PROGRAM

This Amendment to Franchise Agreement ("Amendment") is made and entered into as of _____, 20__, by and between DIFFERENT RULES, LLC, a Delaware limited liability company ("Company"), and [ENTITY NAME], a [STATE] [corporation OR limited liability company] (collectively, "Franchisee"), in order to amend the Franchise Agreement, dated _____ ("Agreement"), relating to JIB No. _____, located at _____ ("Restaurant"). Except as expressly provided in this Amendment, all terms used in this Amendment have the meanings established for those terms in the Agreement.

Company has created a Select Market Incentive program to encourage expansion of the Jack in the Box® franchised system. Company is willing to offer the Select Market Incentive under the terms and conditions set forth in this Amendment to franchisees who have, pursuant to a Multi-Unit Development Agreement with Company dated _____ ("Development Agreement"), committed to open at least three (3) new restaurants in a market that has been determined by Company, in Company's sole discretion, to meet criteria for under penetrated markets that may have operational and other costs that are higher than average for other franchisees ("Select Market"). Company may in its sole discretion modify the determination of such Select Markets at any time.

Company has determined that the Restaurant is eligible for the Select Market Incentive.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 8.A.1 of the Agreement is hereby amended to provide that:

   a. For Gross Sales at the Franchised Restaurant for the period beginning [DATE THE RESTAURANT OPENS], and continuing until [END OF YEAR 5 AFTER OPENING], the Royalty payable under the Agreement shall be equal to 2% of Gross Sales;

   b. For Gross Sales at the Franchised Restaurant for the period beginning [BEGINNING OF YEAR 6 AFTER OPENING], and continuing for the remainder of the term of the Franchise Agreement, the Royalty payable under the Agreement shall be equal to 5% of Gross Sales.

2. The parties acknowledge and agree that Developer's eligibility for the Select Market Incentive described herein is contingent upon Developer's full compliance with all provisions of the Development Agreement and Franchise Agreement. Even if this Amendment is signed, Company shall not be obligated to provide any incentive to Franchisee if Franchisee is not in full compliance as determined by Company.

3. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges Company, its officers, directors, agents, employees, subsidiaries and affiliates from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Franchisee may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law, or (ii) under any state or federal security, blue sky or similar law, or (iii) in connection with allowances, discounts or compensation of any type received by Company from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

"1542 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."

The release provided in this Section 2 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

4. The undersigned hereby certify that they have read all provisions of the foregoing release and the quoted California Civil Code Section, that they are represented by Counsel and have been advised or been afforded the opportunity to be advised of the effect of the provisions of such release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and Counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Amendment freely and without duress.

5. Except as expressly modified or amended pursuant to the provisions of this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment prevail.

6. This Amendment may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year shown opposite their signatures below.

DIFFERENT RULES, LLC,
A Delaware corporation

By: _____
Name:_____
Title: _____
Date: _____

ENTITY,
a _____ limited liability co./corp.

By: _____
Name:_____
Title: _____
Date: _____

By: _____
Name:_____
Title: _____
Date: _____

ATTACHMENT F

AMENDMENT TO FRANCHISE AGREEMENT FOR SELECT MARKET

GRAND OPENING ADVERTISING AND PROMOTION FEE

This Amendment to Franchise Agreement ("Amendment") is made and entered into as of _____, 20__, by and between DIFFERENT RULES, LLC, a Delaware limited liability company ("Company"), and [ENTITY NAME], a [STATE] [corporation OR limited liability company] (collectively, "Franchisee"), in order to amend the Franchise Agreement, dated _____ ("Agreement"), relating to JIB No. _____, located at _____ ("Restaurant"). Except as expressly provided in this Amendment, all terms used in this Amendment have the meanings established for those terms in the Agreement.

Company has determined that the Restaurant will be located in a market in which marketing efforts are not established, as determined from time to time by Company in its sole discretion ("Select Market"), and that Franchisee accordingly will need to undertake certain additional marketing efforts for the Restaurant.

Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section 2 of the Agreement is hereby amended to provide that:

   Franchisee shall pay to Company a fee of $10,000 (the "Grand Opening Advertising and Promotion Fee") upon execution of this Amendment. The Grand Opening Advertising and Promotion Fee is fully earned by Company upon execution. The Grand Opening Advertising and Promotion Fee is not refundable and is net of any tax, excluding income tax but including excise tax or other fee imposed upon Company due to the collection of the Grand Opening Advertising and Promotion Fee.

   The Grand Opening Advertising and Promotion Fee shall be drawn upon by Franchisee through reimbursements submitted to Company in the manner that Company designates or through direct payments by Company to vendors in order to promote the Restaurant within a year of the Restaurant's opening. Franchisee shall not contract for nor make any expenditures related to the promotion of the Restaurant unless Franchisee has submitted a request and received the written approval of Company. Franchisee shall submit invoices for promotional expenditures to Company for direct payment to the vendor or for reimbursement. Company shall not pay or reimburse food or paper costs. Company shall not have any obligation to refund any portion of the Grand Opening Advertising and Promotion Fee for any reason. If Franchisee fails to spend all of the Grand Opening Advertising and Promotion Fee within twelve (12) months after the opening of the Restaurant, Franchisee shall forfeit the unused portion of the fee and Company shall apply it toward Company's general advertising or marketing programs.

2. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges Company, its officers, directors, agents, employees, subsidiaries and affiliates from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Franchisee may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law, or (ii) under any state or federal security, blue sky or similar law, or (iii) in connection with allowances, discounts or compensation of any type received by Company from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

"1542 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."

The release provided in this Section 2 does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

3. The undersigned hereby certify that they have read all provisions of the foregoing release and the quoted California Civil Code Section, that they are represented by Counsel and have been advised or been afforded the opportunity to be advised of the effect of the provisions of such release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and Counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Amendment freely and without duress.

4. Except as expressly modified or amended pursuant to the provisions of this Amendment, the Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment prevail.

5. This Amendment may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed as of the day and year shown opposite their signatures below.

DIFFERENT RULES, LLC,
A Delaware corporation

By: _____
Name:_____
Title: _____
Date: _____

ENTITY,
a _____ limited liability co./corp.

By: _____
Name:_____
Title: _____
Date: _____

By: _____
Name:_____
Title: _____
Date: _____

EXHIBIT F-2

NONTRADITIONAL LICENSE AGREEMENT

JACK IN THE BOX

NONTRADITIONAL LICENSE AGREEMENT

TABLE OF CONTENTS

1. LICENSE: SCOPE AND TERM 2
2. FRANCHISE FEE 3
3. APPROVAL OF LEASES 3
4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE 4
5. STANDARDS OF OPERATION 5
   - A. The Manuals 5
   - B. Construction and Maintenance of the Premises 6
   - C. Signs 6
   - D. Equipment 6
   - E. Computer System 7
   - F. Ingredients, Materials and Supplies 8
   - G. Menu, Service, Health and Cleanliness 9
   - H. Hours of Operation 9
   - I. Personnel of the Licensed Restaurant 10
   - J. Compliance with Laws 10
   - K. Advertising and Promotion 10
   - L. Access to Premises 10
   - M. Participation in Tests 10
   - N. Delivery and Catering 11
   - O. Proposed System Modification 11
6. TRAINING 11
7. ROYALTY FEE AND MARKETING FEE 12
   - A. Royalty 12
   - B. Marketing Fee 12
   - C. Gross Sales Defined 12
   - D. Interest 13
   - E. Method of Payment and Application of Payments 13
   - F. No Offset 13
8. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT 14
   - A. Computer Systems 14
   - B. Recordkeeping 14
   - C. Reports 14
   - D. Taxes 14
   - E. Audits 15
9. CONFIDENTIAL INFORMATION 15
10. OWNERSHIP OF INTELLECTUAL PROPERTY 18
11. INSURANCE 20

12. INDEMNIFICATION 21
13. ASSIGNMENT BY COMPANY 22
14. ASSIGNMENT BY LICENSEE 22
15. TERMINATION 22
16. OBLIGATIONS UPON TERMINATION 24
17. RESTRICTIONS ON OTHER BUSINESS INTERESTS 24
18. MISCELLANEOUS: GENERAL CONDITIONS 25
    A. Interpretation/Entire Agreement 25
    B. Governing Law, Jurisdiction and Venue 25
    C. Notices 26
    D. Attorneys' Fees and Costs 26
    E. Guarantees 26

ATTACHMENT A - FRANCHISE RESTAURANT INFORMATION AND TECHNOLOGY FEE

ATTACHMENT B - GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

Site No. __

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into in the City of San Diego, State of California, as of the ____day of _____, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company"); and _____, a [jurisdiction] [type of entity], with its principal place of business at _____ Licensee").

RECITALS

Company is the owner of the name JACK IN THE BOX® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with JACK IN THE BOX restaurants (the "Marks").

Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to: operating and management systems and standards; specifications and procedures for the purchase, preparation and sale of food, beverages and other products; and a distinctive building design, decor and color scheme (the "System").

The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages, which are described in operating manuals for JACK IN THE BOX restaurants and in other written materials; (b) plans and specifications for JACK IN THE BOX restaurants including distinctive designs, interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for and in other written materials; and (c) a public image that each JACK IN THE BOX restaurant is a unit in an established quick-service restaurant system, and that all JACK IN THE BOX restaurants are operated with high standards for product quality and service and aesthetic effect of the restaurant premises.

Company operates, and grants franchises to operate, restaurants known as JACK IN THE BOX restaurants using the System and the Marks.

Licensee recognizes the uniqueness, confidentiality and value of the System, and the advantages and benefits which may be obtained by using the System and the Marks, and desires to use the System and the Marks which Company uses and makes available to its Licensees, in the operation of a JACK IN THE BOX restaurant in a nontraditional location. (The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways,

speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens.)

Licensee has submitted written information to Company in connection with the grant of this franchise, including, but not limited to, a Franchise Application Package, together with any material changes therein, and it is understood that Company is relying on all such information in granting this franchise.

In consideration of the foregoing, the fees and other sums payable by Licensee and of the mutual covenants contained in this Agreement, the parties agree as follows:

1. LICENSE: SCOPE AND TERM

Company grants to Licensee a limited nonexclusive license, subject to the terms and conditions hereof, for the term of this Agreement to use the System and the Marks, and such other Marks as Company may authorize from time to time in the operation of a JACK IN THE BOX restaurant (the "Licensed Restaurant") at _____, more fully described in Attachment A hereto ("the Premises"), and at that location only. Licensee may not relocate the Licensed Restaurant. During the term of this Agreement, the Premises shall be used exclusively for the operation and promotion of the Licensed Restaurant.

If the Licensed Restaurant is located within a larger building at the Premises ("Facility"), the Licensed Restaurant occupies the physical area of the Facility (comprising the Licensed Restaurant, whether a food-court, in-line application, stand-alone restaurant or other location, and any dedicated back of the house area), as indicated on the floor plan attached to Attachment A). If the Licensed Restaurant serves a limited menu (as indicated in attached Attachment A and as determined by Company in its discretion), Licensee may offer for sale and sell at the Premises only those menu items specified in Attachment A.

The term of this Agreement shall commence on _____, and shall expire _____, unless sooner terminated in accordance with the provisions of this Agreement. If Licensee fails for any reason to commence operation of the Licensed Restaurant within six (6) months of the date of this Agreement, or if Licensee ceases to have the right to operate the Licensed Restaurant at the location set forth in Attachment A for any reason (including, without limitation, the expiration or termination of the Lease for the Premises or foodservice contract for the Premises), the license granted hereunder shall immediately cease. Licensee accepts this license with the understanding that this Agreement is not renewable, and that Company makes no assurance of the granting of a new license at expiration. This license is non-exclusive, is for the Premises only, and does not in any way grant to or confer upon Licensee any proprietary rights or goodwill rights to the Marks or to any country, province, state, area, market or territory. Company

retains the right and is expressly permitted to engage in the wholesale and retail production, distribution and sale of products, including food products of any kind, (i) under the JACK IN THE BOX trademark or other trademarks, (ii) through Company-operated restaurants, Licensed Restaurants or any alternative marketing channels or methods of distribution, and (iii) both outside and within the trading area of Licensee's restaurant. Company may develop, establish or acquire other franchise systems for the same, similar or different products, and may grant licenses thereto, without providing Licensee any rights therein. Unless Franchisee obtains prior written approval from Company, Licensee must continuously operate the Licensed Restaurant for the entire term noted.

2. FRANCHISE FEE

In consideration of the granting of this license, Licensee shall pay to Company, on or before the execution of this Agreement, the sum of twenty-five thousand dollars ($25,000) ("Franchise Fee"). The Franchise Fee is fully earned by Company upon the execution and delivery of this Agreement. The Franchise Fee is net of any tax, excluding income tax but including excise tax or other fee imposed upon Company due to the collection of the Franchise Fee. The Franchise Fee is not refundable.

3. APPROVAL OF LEASES

For any leases entered into on or after this date, if Licensee leases the Premises from a third party, Licensee must employ its best efforts to use Company's standard form lease or lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

1. The Premises must be used only for the operation of the Licensed Restaurant;

2. The landlord consents to the Licensee's use of such Marks and signage as Company may reasonably require;

3. The Licensee may not sublease or assign all or any part of its occupancy rights, or extend the term of, or renew, the lease without Company's prior written consent;

4. Licensee must use its best efforts to require that Licensee's landlord copy Company on any notices to Licensee that are related to Licensee's performance under the lease, including, but not limited to, late rent notices, notices of default, and notices of termination; notwithstanding the foregoing, Licensee agrees to copy Company on Licensee's responses to such notices;

5. Company has the right to enter the Premises (a) during the term of this Agreement to make any modification necessary to protect its Marks or to cure any default under the lease or this Agreement and (b) after the expiration or termination of this Agreement to de-identify the Premises if Licensee fails or refuses to do so;

6. If Licensee is in default under the lease or if this Agreement is terminated, Company will have the right to cure the default or assume the lease, and to sublease the Premises for all, or any part of, the term of the lease;

7. A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Licensed Restaurant is located; and

8. The lease shall require that the landlord deliver to Licensee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the Premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Licensee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Licensee's use and possession of the Premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

You will not be permitted to open the Licensed Restaurant for business unless Company's standard lease rider is used or the lease is otherwise approved by Company in writing. Company's approval of a lease does not constitute a representation, guaranty or warranty, express or implied, of the successful operation or profitability of any restaurant operated at that location; nor does such approval constitute a legal review of the terms and conditions of the lease.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LICENSEE

Licensee represents, warrants and covenants as follows:

A. Licensee has delivered to Company a Certification of Entity Structure and Operation, which constitutes a true, complete and accurate description of all of the individuals who have an ownership interest in the franchise or Licensee, if Licensee is a legally formed entity. There has been no change in said ownership structure since the certification was delivered to Company. The ownership structure described in the certification shall remain unchanged during the term of this Agreement, unless modified in accordance with the provisions of this Agreement. The provisions of this Agreement relating to changes in ownership or ownership structure shall apply to all such changes, including changes in relative shares of ownership of a Licensee.

B. Licensee represents and warrants that all Owners (as defined in this Section) have executed, simultaneously with Licensee's execution of this Agreement, the form of Guaranty and Assumption of Licensee's Obligations (Attachment B). "Owner" means each person or entity that has any indirect or direct equity interest in Licensee.

C. Licensee must designate an individual as the operator ("Operator") of the Licensed Restaurant. The Operator must be approved by Company, in writing. Company may communicate with and give notice to Licensee through the Operator.

D. During the term of this Agreement, Licensee and Operator shall have full responsibility to ensure that the Licensed Restaurant is being operated in accordance with the terms of this Agreement and the standards as specified in the Manuals. Licensee or Operator shall utilize best and continuing efforts to promote and develop the business at the Licensed Restaurant.

E. Licensee is an independent contractor, and shall not be deemed an agent, partner, joint venturer or employee of Company; and no fiduciary relationship between the parties exists. Licensee shall have no right to bind or obligate Company in any way, and shall in no way represent any right to do so. Company shall have no control over the terms and conditions of employment of Licensee's employees.

F. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Licensee. Licensee shall make timely filings of all tax returns, and shall pay when due all taxes levied or assessed in connection with the possession, ownership or operation of the Licensed Restaurant and the Premises. Licensee may contest the validity or the amount of the tax in accordance with applicable procedures of the jurisdiction, but Licensee shall in no event permit a tax sale or seizure of the Licensed Restaurant, the Premises, or any equipment.

5. STANDARDS OF OPERATION

Licensee shall adhere to the System. Licensee shall meet all the standards and specifications, and follow the procedures communicated in writing by Company to Licensee.

A. The Manuals

The JACK IN THE BOX System standards, specifications, and procedures, as they may be renamed, amended, expanded and consolidated by Company from time to time (collectively, “Manuals”), shall contain mandatory restaurant operating standards, specifications and procedures as prescribed from time to time by Company for the operation of a JACK IN THE BOX restaurant by Licensee. Licensee acknowledges receipt of the Manuals (in hardcopy, electronic copy or online) on loan for the term of this Agreement. Licensee shall strictly adhere to these standards, specifications and procedures. The Manuals shall be kept at the Licensed Restaurant at all times. Licensee agrees to accept and comply with any changes, modifications, revisions and additions made by Company, in its sole discretion, to the menu and other elements of the System standards, specifications and procedures.

The material contained in the Manuals consists of confidential trade secrets of Company, and Company is the owner of the Manuals and of all proprietary rights in and to the material and information contained therein. Such material is to be used by Licensee only in connection with the operation of the Licensed Restaurant and other licensed JACK IN THE BOX restaurants.

B. Construction and Maintenance of the Premises

The Premises shall be constructed, maintained and improved only as authorized and approved in writing by Company, and in conformity with all applicable laws and ordinances. The appearance and the condition of the Premises shall not be altered thereafter, except as may be approved in writing by Company. The Premises shall be decorated, furnished and equipped with furnishings and restaurant equipment that meet Company's specifications. Licensee shall maintain the Premises in good condition and in conformity with the System, and shall make any improvements and alterations to the Premises as may be determined by Company to be necessary. Licensee shall undertake and complete such repairs, improvements and alterations as may be required by Company within a reasonable time as specified by Company. Licensee shall maintain the Premises in conformity with all applicable laws and ordinances, including, without limitation, the federal Americans with Disabilities Act and any similar state law and any modification to the Premises required by such laws, shall be approved in advance by Company and shall be made at Licensee's expense.

If Licensee leases the Premises, Licensee agrees that whenever it receives from its landlord any notice or other material document relating to Licensee's performance under the lease for the Premises including, but not limited to, late rent notices, notices of default, and notices of termination, or receives such a document from the landlord, Licensee will promptly forward a copy of that document to Company in accordance with the notice provisions of this Agreement.

C. Signs

Licensee shall display the Marks only in the manner authorized by Company. Licensee shall maintain and display signs (including menu panels, posters or similar items) ("Signs") as required by Company from time to time. Company requests for signage changes or upgrades may be as required from time to time to comply with Company requirements. Licensee shall display or use Signs only at the Premises or as otherwise permitted by Company for directional or similar uses for the Licensed Restaurant or Licensee's corporate offices. Licensee shall not place additional signs, menu panels, posters or similar items on the Premises. Licensee shall promptly discontinue the use of and destroy such items as are declared non-conforming or obsolete by Company, or, in the case of termination, as required according to the post-termination obligations set forth herein.

D. Equipment

Licensee shall use only equipment approved by Company in the Licensed Restaurant. Licensee shall maintain such equipment in a condition that meets standards set forth in the Manuals or otherwise prescribed by Company, and shall replace equipment as necessary. Company requests for equipment changes or upgrades may be as required from time to time to comply with Company requirements. Replacement equipment shall conform to the standards for equipment which is being installed in new JACK IN THE BOX restaurants at the time of replacement except as may be approved in

writing in advance by Company. If Company should determine that additional or replacement equipment is needed in order to test new menu items or due to a change in approved menu items or in approved methods of preparation and service, Licensee shall promptly obtain and install such new equipment within the reasonable time specified by Company. Upon notification that any equipment, furnishings or supplies do not meet Company specifications or standards, Licensee shall immediately cease and desist from using same.

E. Technology Systems, Technology Services and Platforms

Licensee agrees to purchase or lease, install and maintain, at Licensee's sole expense, such data processing equipment, computer hardware and software, required dedicated telephone and power lines, high speed and wireless Internet connections (when and where available), modems, printers, mobile app-related equipment, digital menu boards, communications devices, audio/visual equipment and software systems, technology services and platforms and other computer-related accessory or peripheral equipment as required by Company (collectively "Technology System") and as necessary to permit Company to receive from Licensee, within the time periods required by this Agreement or as otherwise required by Company, that information and in that format/media as reasonably specified by Company. Company may change, modify, discontinue or otherwise update the required Technology System.

Licensee must use any current or future technology services and platforms or related products (including backoffice solutions (such as inventory and workforce management), email or other communications, support or security services, point of sale systems, loyalty programs and online or mobile apps, online ordering, website, portals or cloud based services, menu management, software or hardware) provided by, paid for by, or designated by Company and could include access to an intranet, website hosting, and access to cloud-based data and storage communication system (collectively "Technology Services") required by company. Company may change, modify, discontinue or otherwise update the required Technology Services. For menu management, Licensee agrees that components will be installed in the point of sale system, which Company shall have access to in order to update (at its discretion) menu items, menu pricing, promotions, coupon discounts, product descriptions, recipes, ingredients, preparation updates and other data; in accordance with Company's requirements for input from Licensee. Licensee is solely responsible for updating tax rate information for the pricing; Licensee must provide any updated tax rate information to Company. Licensee may request non-standard menu pricing in accordance with Company's requirements.

The Technology System and Technology Services must be purchased, at Licensee's sole expense, from, installed by, and maintained by Company and/or vendors approved by Company. Licensee must sign and comply with any agreements (which may include software license agreements), terms and conditions or other terms of use for the Technology System and Technology Services, which may be with Company or a third party provider. Company may require Licensee to remove or cease using any Technology System or Technology Services and/or other system and/or service not specified or

otherwise approved by Company. The most current terms and conditions for the Technology System and Technology Services will be specified in the Manuals.

Licensee shall provide such assistance as may be required to connect its Technology System and any other systems with the Technology System used by Company or other licensees or franchisees. Company shall have the right, on an occasional or regular basis, to retrieve any data and information from Licensee's Technology System as Company, in its sole and exclusive discretion, deems necessary or desirable. In view of the interconnection of technology systems and the necessity that such systems be compatible with each other, Licensee expressly agrees that it will strictly comply with Company's standards and specifications for all items associated with the Technology System, and will otherwise operate its Technology System in accordance with Company's standards and specifications. Licensee agrees to be bound by all terms and conditions for use of the Technology System and the Technology Services Company requires from time to time.

To ensure full operational efficiency of the Technology System and Technology Services, Licensee shall, at its expense, keep the Technology System and Technology Services in good maintenance and repair, and, at its expense (and following Company's determination that it will be economical or otherwise beneficial to the System) promptly install such additions, changes, modifications, substitutions and/or replacements to the Technology System or the Technology Services as Company directs.

In addition, Licensee shall comply with Company's mobile app, social media, and other technology-related standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

Company may authorize Licensee to self-maintain and/or support certain components of the Technology System and/or Technology Services as they pertain to Licensee's Restaurant and operations in Company's discretion and in accordance with any conditions required by Company. Any requirements for becoming a self-maintainer for any components of the Technology System and/or Technology Services will be specified in the Manuals.

F. Ingredients, Materials and Supplies

Licensee shall purchase from such sources as shall be approved by Company (of which Company or a subsidiary, parent, or other related entity ("Affiliate") may be one such source) all food, ingredients, materials and supplies necessary for the operation of the Licensed Restaurant, as shall be specified in the Manuals or otherwise prescribed by Company in writing. Such items shall include, but are not limited to, all food, supplies, beverage ingredients, paper goods, utensils, packaging, cleaning supplies and uniforms. If Licensee desires Company to consider any alternative or additional sources of such ingredients, materials or supplies, Licensee shall submit to Company such information and samples as Company requests. At Licensee's expense, Company will evaluate such alternative or additional source in accordance with its standards, and shall notify Licensee within a reasonable time of its receipt of such information and samples, of its approval or

disapproval of such source; and if Company does not approve, of the reasons therefor. All costs and expenses associated with Company approving, reevaluating and working with such additional suppliers will be charged to the supplier or to Licensee.

G. Menu, Service, Health and Cleanliness

Licensee shall at all times offer for sale all of and only food and beverage products identified in Attachment A, which Company may modify from time to time by providing written notice to Licensee. Licensee shall adhere to all specifications relating to the ingredients, method of preparation and service, weight, dimensions and other characteristics for the menu items served, and standards of health, cleanliness and sanitation which are contained in the Manuals, or are otherwise prescribed by Company. All food, drink and other menu items shall be sold in packaging approved by Company. Upon notification that any food, beverages, supplies or packaging does not meet Company specifications or standards, Licensee shall immediately cease and desist from using same.

Licensee may determine what prices to charge customers for products and services sold at the Franchised Restaurant, except that Company may require that Licensee use an “all inclusive” pricing structure or tiered pricing structure, and/or other pricing system, and Company may set maximum prices on products and services to the extent permitted by law. Any pricing requirements will be communicated to Franchisee in writing. If Company imposes maximum and minimum prices on a particular item, Licensee may charge any price on the item, consistent with the Company pricing structure, up to and including the maximum price. Company may also require that certain products or services that are supplementary to the main products and services provided at Licensed Restaurants (such as condiments) be provided to customers free of charge.

If an audit conducted by Company or its authorized representative shows that the Licensed Restaurant is not in substantial compliance with any System standard relating to food safety, Licensee shall reimburse Company for the reasonable cost of a re-audit. Additionally, if Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Licensed Restaurant, Company may, in its sole discretion, exercise its rights under Section 15.B. (“Termination”) or any lesser right, such as directing a temporary closure of the Licensed Restaurant until the situation can be corrected.

H. Hours of Operation

Company and Licensee will agree to the hours of operation for the Licensed Restaurant and those hours will be set forth in Attachment A (“Opening Policy”). Notwithstanding the foregoing, Licensee will not be required to operate the Licensed Restaurant when the adjacent businesses at the Facility are not operating, provided that Licensee must provide Company written notice of the modified hours of operation. If the Facility imposes any restrictions on the hours of operation for the Licensed Restaurant, Licensee shall provide Company written notice of such restrictions for approval by Company.

I. Personnel of the Licensed Restaurant

Licensee shall hire all employees of the Licensed Restaurant, and be fully responsible for the terms of their employment. Licensee shall employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of Company and the System and, while on duty, comply with the personal appearance and hygiene standards set forth in the Manual.

J. Compliance with Laws

Licensee agrees at all times during the term of this Agreement, at its own expense, to conform to and comply with all federal, state and local laws, ordinances and regulations.

K. Advertising and Promotion

Licensee shall, at all times throughout the term of this Agreement, use reasonable efforts to advance the reputation of Jack in the Box Restaurants and the products sold under the Marks and to develop awareness of Jack in the Box Restaurants among consumers in order to increase the goodwill of the Marks and the System. Prior to use, Licensee must submit all advertising materials or any other materials that use or display the Marks to Company for approval, which approval shall not be unreasonably withheld.

L. Access to Premises

Company or its authorized representative shall have the right at any reasonable time, without prior notification to Licensee, to enter the Licensed Restaurant and Premises to (a) observe, inspect, photograph, and videotape the Licensed Restaurant and its operation and the Premises during such periods as Company may deem necessary, (b) test any and all food products, food ingredients, equipment, beverages and supplies without payment to Licensee, (c) interview personnel at the Licensed Restaurant, and (d) interview customers and prospective customers of the Licensed Restaurant, (e) conduct various surveys. Licensee agrees to cooperate fully with Company in connection with any such entries and activities. If Licensee's contract with the Facility restricts Company's access to the Facility, any inspection by Company will be in accordance with the Facility's policies and Licensee must undertake all reasonable efforts to facilitate Company's ability to conduct inspections at the Licensed Restaurant.

M. Participation in Tests

From time to time, Company may require Licensee to participate in tests of new products, equipment, services and procedures at the Licensed Restaurant. Company may require Licensee to use specific product pricing during the test period. Licensee is responsible for any soft costs associated with the testing, such as wages payable during training.

N. Delivery and Catering

Licensee may be required to offer delivery and catering services for all food and beverage products from the Licensed Restaurant in accordance with Company's delivery and catering standards and procedures, as they are established and modified by Company in its sole discretion from time to time.

O. Proposed System Modification

Licensee may submit proposals for new or improved products, equipment, uniforms, the design of buildings and other restaurant facilities, service format and advertising. Such proposals shall be considered by Company when adopting, modifying or allowing deviations from standards, specifications and procedures for the System; provided however, that Company shall retain the sole and absolute discretion to accept or reject any such proposals. If any proposal by Licensee is adopted by Company and becomes part of the System, Licensee acknowledges that Company is the sole owner of such proposed new product or modification to the System, that any such product or System modification shall be deemed a work made for hire, (or to the extent the work may not be deemed a “work make for hire” under applicable law, Licensee hereby irrevocably assigns to Company, for no additional consideration, all right, title and interest in and to any patents, trademarks, copyrights, trade secrets and any other proprietary rights), and there are no restrictions on use, and no compensation shall be due to Licensee. Licensee agrees to cooperate fully in obtaining any patents, trademarks or copyrights.

P. Technology Fees

Licensee shall pay to Company the technology fees (“Technology Fee”) Company specifies from time to time. The current amount for the Technology Fees (and technology related services that such fee may cover) are stated in Exhibit A to this Agreement. The Technology Fee and the technology related services stated in Exhibit A are subject to Company’s right to increase or otherwise modify the amount due and any services provided at any time, upon 30 days’ notice to Licensee; provided that Company will not increase the Technology Fee more than indicated in Exhibit A. The Technology Fee must be paid to Company as and when required by Company. In addition to the Technology Fee paid to Company, if Technology Services are provided by any third party that has been approved by Company, Licensee shall pay all amounts due to such third party for such Services.

6. TRAINING

Prior to the opening of the Licensed Restaurant, the Operator and one restaurant manager for the Licensed Restaurant shall have completed Company's Certified Franchise Restaurant Manager Training Program in San Diego, California or such other location as may be designated by Company. After successful completion of such training program, the designated manager shall be deemed a “Certified Franchise Restaurant Manager.” During the term of the franchise, the Operator and each Certified Franchise Restaurant Manager shall undertake and complete such further training programs from

time to time as may be directed by Company. If further training is required, the Licensee shall pay all traveling, living, compensation and other expenses as may be incurred for himself (or the Operator) and the individual restaurant manager, along with any retraining fee the Company may adopt from time to time, in its sole discretion, in the Manuals.

Licensee shall conduct additional training for Licensee's employees as necessary to ensure that all Standards are consistently satisfied.

7. ROYALTY FEE AND MARKETING FEE

A. Royalty

For the right to use the Marks and the System in accordance with this Agreement, Licensee agrees to pay to Company during the term of this Agreement, a royalty of five percent (5%) of Licensee's Gross Sales. In the event of a closure of the Licensed Restaurant exceeding fourteen (14) days in any month due to: (i) damage or destruction of the Premises or other casualty loss, or (ii) any other closure of the Licensed Restaurant that has not been expressly authorized by Company, the royalty shall be percent (%) of the monthly Gross Sales that the Licensed Restaurant averaged over the prior twelve (12) complete months of continuous operation; if the Licensed Restaurant was not in operation at least twelve (12) complete months, the royalty will be percent (%) of the average Gross Sales over the total complete months that the Licensed Restaurant was in continuous operation. The royalty described above ("Royalty") is net of any tax, excluding income tax but including excise tax, or other fee imposed upon Company due to the collection of the Royalty, and shall be paid weekly on each Friday for the preceding week (weekly periods to be determined by Company).

B. Marketing Fee

Licensee must pay to Company a monthly marketing fee (net of any tax or other fee imposed thereon) based on a percentage of Gross Sales (the "Marketing Fee"). As of the date of this Agreement, the Marketing Fee is one percent (1%) of Gross Sales. Company, in its sole discretion, has the right to increase or decrease the Marketing Fee percentage not to exceed five percent (5%) of Gross Sales. Company will spend the Marketing Fee for any purpose that Company in its sole discretion determines will support, promote, market or advertise the System or JACK IN THE BOX restaurants. Licensee acknowledges that the Licensed Restaurant may not benefit directly from the expenditures made by Company.

C. Gross Sales Defined

The term "Gross Sales" shall mean all revenue from the sale of all products and services, including delivery and catering services, as well as from vending machines or similar sources of revenue, and all other income of every kind and nature related to the Licensed Restaurant, including proceeds from stored value gift cards and gift certificates when redeemed but not when purchased, business interruption insurance, and revenue from off-site events, whether for cash or credit and, in the case of credit, regardless of collection. The term Gross Sales does not include the following: (1) any bona fide,

documented federal, state or municipal sales taxes collected by you from customers and paid by you to the appropriate taxing authority; (2) the sale of food or merchandise for which refunds have been made in good faith to customers; (3) the sale of furnishing, fixtures, equipment and supplies used in the Franchised Restaurant; (4) the discounted value of payments made by coupon, or other promotional discounts, approved by the Company; (5) the amounts of employee meal discounts; or (6) any other items that Company may expressly permit in writing to be excluded from Gross Sales, such as certain sales benefiting charity.

D. Interest

Any payment due from Licensee to Company that is not paid when due shall accrue interest from the date such amount was due, until paid, at the then-current rate established by Company for Licensees, or the maximum rate permitted by law, whichever is less.

E. Method of Payment and Application of Payments

All payments shall be made to Company through a pre-authorized payment system (which authorizes Company to debit and credit Licensee's bank accounts in accordance with the terms of this Agreement and other agreements between the parties) or other payment method specified in writing by Company. Upon request, Licensee shall provide such authorizations and information necessary to institute the pre-authorized payment system or other payment system. Licensee must ensure that funds are available in Licensee's bank accounts to cover the debits. Notwithstanding any designation by Licensee, Company shall have sole discretion to apply any payments by Licensee to any past due indebtedness of Licensee due to Company or its Affiliates.

By no later than 10:00 a.m. Central Time each Friday, Licensee must submit, by electronic data transfer, computerized polling, or such other method as Licensor specifies, a report of the Gross Sales of the preceding week, and any other information Licensor may require. Licensee must allow Licensor to remotely access Licensee's computerized accounting systems, in Licensor's reasonable discretion, for such reporting purposes.

By no later than 10 a.m. Central Time on each Sunday, Company will transfer from the Licensed Restaurant's commercial bank operating account ("Account") the Royalty Fee and Marketing Fee for the week ending twelve (12) days earlier, in an amount determined based upon the Gross Sales report or determined by Company based on the records contained in the cash registers/computer terminals of the Licensed Restaurant. Each payment shall be made payable to Company or Company's designee.

F. No Offset

Licensee shall not be entitled to set off, deduct or otherwise withhold any royalty fees, interest charges or any other monies payable by Licensee under this Agreement on grounds of any alleged non-performance by Company of any of its obligations or for any other reason. Licensee shall pay to Company on demand any and all costs and expenses incurred by Company in collecting any monies owed to Licensee to Company. In addition,

to the extent permitted by law, Licensee hereby waives the rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Royalties, Marketing Fees, or any other amounts due under this Agreement, for any reason.

8. ACCOUNTING PROCEDURES, TAXES AND RIGHT OF AUDIT

A. Computer Systems

Except as specifically permitted by the Licensor, Licensee must use certain brands, types, makes and models of communications and computer systems (including hardware and software) that Licensor may specify or require from time to time. This includes but is not limited to, a computerized point-of-sale system and a computer system for record keeping and other business functions. Licensor's development and modification of specifications for such systems may require Licensee to purchase, lease and/or license new or modified point-of-sale systems, computer hardware and software and to obtain service and support for such systems, hardware and software during the term of this Agreement.

B. Recordkeeping

Licensee shall keep and maintain complete and accurate books and records, using generally accepted accounting principles and in accordance with any procedures specified by Company in writing. Licensee shall keep complete records of the franchised business and for any Affiliate of Licensee that has transactions with the franchised business (collectively, "businesses") for so long as required by state or federal law, but in no event less than three years.

C. Reports

At Company's request, Licensee shall, at its expense, provide to Company a profit and loss statement and balance sheet for the Licensed Restaurant within 90 days after the end of each of Licensee's fiscal year to be signed by Licensee or by Licensee's treasurer or chief financial officer attesting that the financial statements present fairly the results of operations of the Licensed Restaurant during the period covered. Company shall have the right, in its reasonable discretion, to require that Licensee submit audited statements for any fiscal year. Licensee shall submit to Company, for review or auditing, such other forms, reports, records, information and data regarding the Licensed Restaurant as Company may reasonably designate, in the form and at the times and places reasonably required by Company and as specified from time to time in the Manual or otherwise in writing.

D. Taxes

Licensee will pay to Company all sales or use taxes, goods and services taxes, personal property taxes, gross receipt taxes, excise taxes, value added taxes and similar taxes imposed upon or required to be collected by Company, on account of goods or services furnished to Licensee through sale, lease or otherwise, or on account of

collection by Company of, including but not limited to, the Franchise Fee or Royalty. Licensee will pay such taxes upon demand and in the manner designated by Company.

E. Audits

Company has the right at any time during business hours without prior notification to Licensee, to inspect and audit, or cause to be inspected and audited, at Company's expense, the business records, including, but not limited to, the records listed in subsections A and B above. The inspections or audits will be conducted at the location where the business records are customarily maintained or at Company's discretion, transmitted to the Company in digital or hardcopy format as the Company may require. If an inspection or audit discloses an understatement of Gross, Licensee shall pay to Company within fifteen (15) days after receipt of the inspection or audit report, the Royalties, Marketing Fees and any other amounts due on such understatement plus interest. If any inspection or audit discloses an understatement of Gross Sales for the period of the audit greater than 1%, Licensee also shall promptly reimburse Company for the reasonable cost of the audit or inspection.

9. CONFIDENTIAL INFORMATION

Licensee understands and acknowledges that **(1)** Company has invested, and continues to invest, considerable sums of money in developing the System; **(2)** Because of the competitive nature of the restaurant business, and to protect the legitimate interest of Company and other JACK IN THE BOX Licensees, it is necessary to protect certain information about the System as confidential; **(3)** Licensee will be provided with confidential Information in connection with its operation of the Licensed Restaurant; **(4)** Licensee has no right to disclose any part of the System to anyone who is not an employee of Licensee; **(5)** Licensee will disclose to its employees only those parts of the System that an employee needs to know; and **(6)** Licensee's use or duplication of the System or any part of the System in any other business would constitute an unfair method of competition for which Company would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

Licensee agrees that it may collect data and information from customers and potential customers in connection with the Licensed Restaurant, ("Customer Data"). Customer Data is deemed to be owned exclusively by Company, and Licensee also agrees to provide the Customer Data to Company or delete Customer Data at any time that Company requests. Licensee has the right to use Customer Data while this Agreement or a successor or renewal License Agreement is in effect, but only in connection with operating the Licensed Restaurant and only in accordance with the policies that Company establishes from time to time. Licensee may not sell, transfer, or use Customer Data for any purpose other than operating the Licensed Restaurant and marketing "Company brand" products and services. However, if Licensee Transfers or assigns the License (as provided in Section 14 below), as part of the Transfer, Licensee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the License. Licensee must secure from its vendors, customers, prospective customers, and others all consents and authorizations, and provide them all

disclosures, that applicable law requires to transmit the Customer Data to Company and its affiliates and for Company and its affiliates to use that Customer Data in the manner that this Agreement contemplates. Company in its sole discretion may require any Owners to sign a commercially reasonable Confidentiality and Non-Competition Agreement.

Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that Company or its affiliates designate as confidential shall be deemed confidential for purposes of this Agreement. Licensee agrees that both during the term of this Agreement and thereafter, Licensee (a) will use the confidential Information only in the operation of the Licensed Restaurant, and not in any connection with any other business; (b) will not make copies of any confidential Information without the express written consent of Company; (c) will not communicate, divulge or disclose the confidential Information to any person or entity who does not need access to it to operate the Licensed Restaurant; and (e) will not use the confidential Information, or allow it to be used, for the benefit of any third party.

Licensee agrees that it may collect, receive, or otherwise process Personal Information, as a result of agreements between Licensee and Company (or its subsidiaries or affiliates), including this Agreement. For purposes of this Agreement, "Personal Information" means any information that is received from Company, or collected on Company's behalf, that alone or in combination with other data or information, identifies, relates to, describes, is capable of being associated with, or is linked or could reasonably be linked, directly or indirectly, with an identified or identifiable natural person or household. Personal information includes all information or data defined by any of the Privacy Laws as constituting "personal data," "personal information" "protected health information," "individually identifiable information," "personally identifiable information," or any substantially similar term.

a. Licensee agrees to abide by all applicable laws and regulations pertaining to the processing, privacy, security, or protection of consumer, employee, transactional and Personal Information, including all laws and regulations regarding unauthorized access to or disclosure of Personal Information ("Privacy Laws").

b. Licensee agrees to comply with Company's standards and policies pertaining to Privacy Laws. If there is a conflict between Company's standards and policies pertaining to Privacy Laws and actual applicable law, Licensee shall: (i) comply with the requirements of applicable law; (ii) immediately give Company written notice of said conflict; and (iii) promptly and fully cooperate with Company and its counsel in determining the most effective way, if possible, to meet its standards and policies pertaining to Privacy Laws within the bounds of applicable law.

c. Licensee agrees not to publish, disseminate, implement, revise, or rescind any policy, rule, notice or other disclosure that describes the processing of Personal Information from or about individuals (including all such documents labeled as

a “Privacy Policy,” “Privacy Notice” or any equivalent) without Company’s prior written consent.

d. With regard to Personal Information that Licensee may collect, receive, or otherwise process as a result of any agreements between Licensee and Company (or its subsidiaries or affiliates), including this Agreement, Licensee agrees that Company is the sole owner and controller of the Personal Information and that Licensee is a service-provider or processor for such information.

e. With regard to Personal Information that Licensee may collect, receive, or otherwise process as a result of any agreements between Licensee and Company (or its subsidiaries or affiliates), including this Agreement, Licensee agrees and certifies that it will:

i. Process Personal Information only for the limited and specified purposes of providing services requested by Company, including operating the Restaurant, or as otherwise expressly permitted by Privacy Laws.

ii. Notify Company, and provide Company with the ability to object, before transmitting Personal Information to a service provider, sub-processor, subcontractor, or other vendor.

iii. Require any service provider, sub-processor, subcontractor, or other vendor that receives Personal Information to contractually agree to provisions materially similar to those found within this Section 10.I and to comply with all Privacy Laws.

iv. Cooperate and assist Company with responding to any request from an individual to exercise their rights under any Privacy Laws, including their right to access, delete, correct, or limit the processing of Personal Information.

v. Notify Company immediately if it believes that it can no longer meet the obligations of this Section 10.I.

vi. Implement and maintain reasonable and appropriate security procedures and practices designed to protect the Personal Information from unauthorized access, destruction, use, modification, or disclosure. These procedures and practices must provide the same level of privacy protection as required of Company under any applicable Privacy Laws.

vii. Notify Company immediately after becoming aware of any actual or reasonably suspected loss, unauthorized, or unlawful processing, destruction, damage, alteration, or unauthorized disclosure of, or access to, the Personal Information (a “Security Breach”), and cooperate with Company in the event of a Security Breach, including by sharing all information relevant to the Security Breach that is requested by Company.

viii. Allow and contribute to reasonable audits by Company, including inspections by the Company or its auditor, to verify Licensee's compliance with data processing and security obligations and applicable data protection statutes and regulations.

f. Licensee further agrees and certifies that it will not:

i. Sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information to another business, person, or a third party for monetary or other valuable consideration.

ii. Retain, use, disclose, collect, sell, or otherwise process Personal Information for any purpose other than for the specific purpose of, and as necessary for, performing services for Company, including operating the Restaurant, pursuant to any agreements between Licensee and Company (or its subsidiaries or affiliates), including this Agreement. For clarity, Licensee may not retain, use, or disclose the Personal Information for any other commercial purposes or outside of the direct business relationship between Licensee and Company.

iii. Combine the Personal Information that it receives from Company with the Personal Information that it receives from another company or business (or that it collects from its own interaction with individuals), except if expressly permitted to do so by Company or required to do so by law.

iv. Share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information for the purpose of cross-context behavioral advertising.

v. Licensee further agrees that Company may, upon notice to Licensee, take reasonable and appropriate steps, as solely determined by Company, to stop and remediate Licensee's unauthorized use, disclosure, or processing of Personal Information or any breach of this Section 10.I, including requiring Licensee to provide documentation that verifies that it no longer retains or uses the Personal Information that Company has instructed it to delete.

This Section 9 will survive expiration or termination of this Agreement and any other agreement(s) that may exist between Licensee and Company (or its subsidiaries or affiliates). Existing terms in such agreement(s) remain in effect except that this Section 10.I controls in the event of a conflict with such terms.

10. OWNERSHIP OF INTELLECTUAL PROPERTY

Licensee agrees hereby that all right, title and interest to the System and the Marks are and shall remain vested solely in Company, and that any use thereof by Licensee shall inure to the benefit of Company. Licensee hereby disclaims any right or interest in the System, the Marks or in the goodwill derived therefrom, and Licensee agrees not to contest, directly or indirectly, the validity of Company's Marks or Company's ownership,

title, right or interest in the Marks and/or the System and/or Company's sole right to register, use or license others to use the same. Licensee agrees that all information loaned, or otherwise made available to Licensee, and all disclosures made to Licensee and not to the general public, by or at the direction of Company at any time before or during the term of this Agreement, including, but not limited to, the Manuals, specifications, and any modifications or amendments thereto, in their entirety are trade secrets of Company for purposes of this Agreement, and shall be kept confidential and used by Licensee only in the operation of the Licensed Restaurant.

If it becomes advisable at any time in Company's sole discretion to modify or discontinue use of any Marks or part of the System and/or to use one or more additional or substitute Marks or aspects of the System, Licensee shall immediately modify or discontinue the use of such Mark or aspect of the System, or use the additional or substitute Mark or aspect of the System.

Licensee shall not, directly or indirectly, at any time during the term of this Agreement or thereafter, do, or cause or permit to be done, any act in any way impairing or tending to impair Company's right, title or interest in the Marks or System. Except as provided herein, Company shall not be required to participate in the defense of and/or to indemnify Licensee for damages or expenses incurred by Licensee if he becomes a party to any administrative or judicial proceeding involving the Marks or the System. Licensee shall not institute any legal action or any other kind of proceeding based upon the Marks without Company's prior written approval.

Licensee shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Licensee's use of any of the Marks or the System, and Company shall have the sole discretion to take such action, if any, it deems appropriate. Company may control any administrative proceedings or litigation affecting the Marks or the System. Licensee shall cooperate in the prosecution or defense of any such action, and shall be named as a party in any such action if so desired by Company. Company shall bear the legal expenses incident to Licensee's participation in such action, except for the cost of Licensee's personal legal counsel if Licensee elects to be represented by counsel of his own choosing.

In the adoption of a corporate or partnership name, Licensee shall not use any of the Marks, any variations or abbreviations thereof, or any words deemed by Company to be confusingly similar to the Marks.

Licensee is not permitted to establish any online presence including websites, social media venues, or domain names which in any way shape or form incorporate the JACK IN THE BOX marks, name, initials or indicia into his web address. Licensee is not permitted to establish any online presence including websites or domain names linking to the JACK IN THE BOX site without the prior written permission of Company.

11. INSURANCE

During the term of this Agreement, Licensee shall obtain and maintain in full force and effect, at his own expense, such insurance coverages as may be required of Licensees by Company in writing. The insurance requirements including but not limited to coverages and policy limits, may be increased or modified from time to time by Company at its sole discretion. The current insurance requirements are listed in this Section; provided that Company may update or modify the insurance requirements in the Manuals, may provide changed or modified insurance requirements in any lease agreement between Company (or its Affiliates) and Licensee, or may otherwise change or modify insurance requirements in writing, at its sole discretion. Requirements as of the date hereof are:

Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a “per occurrence” policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such insurance must not contain an exclusion for occurrences arising from food-borne illness, and must insure the contractual liability of Licensee under Section 12 of this Agreement. The limit requirements can be satisfied by a combination of primary limited and umbrella/excess liability limits.

Business Automobile Liability insurance including owned, leased, non-owned and hired automobile coverage, with a limit of not less than $1,000,000 per accident.

Workers' Compensation insurance as required by law, and Employer's Liability insurance with a limit not less than $1,000,000 per occurrence, and such other insurance as may be required by the state or locality in which the Licensed Restaurant is operated.

“All Risk” property insurance covering: (a) the Premises (including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Licensed Restaurant), including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis; (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations; and (c) loss of rents insurance covering a minimum of twelve (12) months’ fixed minimum rent.

Builders' All Risk insurance for the full replacement cost of all real and personal property involved in the construction, when Licensee is building, renovating, refurbishing or remodeling the Licensed Restaurant.

Cyber Liability insurance with a limit of not less than $1,000,000 per occurrence, or such other limit as the Company may specify.

Other insurance in addition to that stated in this Section that may be required by any state, local, federal, or municipal law, or when applicable, by a third party land owner.

All insurance policies required hereunder of the Licensee: (a) shall be primary and Company’s insurance shall be non-contributory; (b) shall be issued by an insurance

company(ies) with a rating of not less than “A-VIII” in the current A.M. Best Insurance Rating Guide or approved by Company; (c) shall name Company and its Affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, as "additional insureds," and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days' advance written notice to Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, and shall contain a "Waiver of Transfer of Rights of Recovery Against Others" endorsement (or its equivalent). Licensee shall require any independent contractors to have sufficient insurance specific to the work they are performing for the Licensee. Licensee understands and acknowledges that the insurance requirements set forth herein are in addition to and do not modify or replace any duty of the Licensee to defend and/or indemnify Company as set forth in this Agreement.

12. INDEMNIFICATION

Licensee is responsible for all losses, damages, and liabilities (whether contractual, statutory or otherwise) to third persons arising out of or in connection with the possession, ownership or operation of the Licensed Restaurant, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Licensee shall defend, indemnify and hold harmless Company, its Affiliates, employees, officers, directors and agents from all such claims, demands, losses, obligations, costs, attorneys' fees, expenses, liabilities, debts or damages directly or indirectly resulting therefrom; provided that Franchisee is not responsible for any claims arising from the sole negligence or willful misconduct of any indemnified party.

If such claims are asserted against an indemnified party, Company shall notify Licensee and, at Company’s election, Licensee must assume the defense of such claims or Company will defend such claims in the manner Company deems appropriate. If Company requires Licensee to defend such claims and Licensee fails to assume the defense as required by Company, then Company may defend in such manner as it deems appropriate. Licensee shall reimburse the indemnified party (or Company if Company steps in to defend the matter) for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by the indemnified party in effecting such defense, in addition to any sum that the indemnified party may incur by reason of any settlement or judgment. The indemnified party’s right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on it by law.

13. ASSIGNMENT BY COMPANY

There are no restrictions on Company's ability to assign this Agreement, and any such transfer or assignment shall inure to benefit any transferee or assignee or other legal successor to the interest of Company.

14. ASSIGNMENT BY LICENSEE

This Agreement is personal to Licensee (or if Licensee is a legally formed entity, the Owners of Licensee). Neither Licensee nor any Owner shall sell, assign, pledge, mortgage, hypothecate, give as security or in any manner encumber or otherwise transfer (hereinafter, "Transfer") this Agreement or any direct or indirect right or interest in the franchise granted, or any direct or indirect interest in Licensee, the Licensed Restaurant, or the Licensed Location nor permit any such Transfer to occur directly or indirectly, whether by agreement or operation of law, without the prior written consent of Company. Without limiting the generality of the foregoing, this provision applies to any Transfer between Owners.

Any Transfer shall require, among other items: (i) delivery of an updated Ownership Information Form; (ii) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (iii) the payment by Licensee of up to, but not exceeding, two thousand five hundred dollars ($2,500) per Licensed Restaurant to Company; (iv) the execution by Licensee and each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all agreements, restaurants, transactions or occurrences of any kind prior to the proposed assignment, whether arising out of the franchise relationship or otherwise, between Licensee and Company; (v) the payment of all amounts owed to Company or its Affiliates by Licensee or Owners; (vi) the transferor corrects any material defaults; (vii) the execution of a personal guarantee by each transferee; (viii) the transferee and its employees complete all training required by Company; (ix) at Company's election, execution of an assignment agreement or the then-current standard franchise agreement for the remainder of the term of this Franchise Agreement; and (x) such other conditions as Company may require.

15. TERMINATION

A. This Agreement shall automatically terminate if Licensee's contract to provide foodservice at the Facility terminates or expires without renewal. In addition, Licensee may terminate this Agreement following 60 days' written notice to Company if Licensee's client at the Facility instructs Licensee in writing to cease operating the Licensed Restaurant (provided Licensee has exercised reasonable efforts to arrange a meeting between Licensee's client and Company, if Company so elects, to discuss the continued operation of the Licensed Restaurant). If Licensee's contract to provide foodservice at the Facility permits Licensee's client to take this action on shorter notice, the notice period provided in that contract shall govern, provided Licensee has provided Company a copy of the relevant contract provision.

B. Except as otherwise provided in this Agreement, Licensee shall have 30 days after written notice of default from Company within which to remedy any default under this Agreement and provide evidence of that remedy to Company. If any such default is not cured within that time, this Agreement shall terminate without further notice to Licensee effective immediately upon expiration of that time, unless Company notifies Licensee otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, Licensee shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Licensee begins taking the actions necessary to correct the default during the 30 day cure period and diligently and in good faith pursues those actions to completion. Licensee will be in default under this Agreement for any failure to comply with any of the material requirements imposed by this Agreement, the Manual or otherwise in writing, or to carry out the terms of this Agreement in good faith.

C. Notwithstanding the provisions of preceding Section 18.B., if Licensee defaults in the payment of any monies owed to Company when such monies become due and payable and Licensee fails to pay such monies within 10 days after receiving written notice of default, then this Agreement will terminate effective immediately upon expiration of that time, unless Company notifies Licensee otherwise in writing.

D. If Company reasonably determines that a threat or danger to public health or safety is likely to result from the construction, maintenance or operation of the Licensed Restaurant, Company may immediately terminate this Agreement by providing written notice to Licensee without opportunity to cure. In the alternative, Company may, in its sole discretion, direct a temporary closure of the Licensed Restaurant until the situation can be corrected.

E. If Licensee has received two or more notices of default within the previous 12 months, Company shall be entitled to send Licensee a notice of termination upon Licensee's next default within that 12-month period, without providing Licensee an opportunity to remedy the default.

F. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

G. Company's failure to terminate this Agreement upon the occurrence of one or more of the above events shall not constitute a waiver, or otherwise affect the right of Company to terminate this license because of any other occurrence of one or more of the aforesaid events.

16. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Agreement, the following obligations apply:

A. Licensee's right to use the Marks and the System shall terminate. Licensee shall not thereafter identify itself as a JACK IN THE BOX Licensee, nor use any of the Marks or any mark confusingly similar thereto, nor use or disclose to others any of Company's trade secrets, operating procedures, or promotional materials. Upon termination or expiration of this franchise, Licensee will immediately return to Company all Manuals, together with all other material containing trade secrets, restaurant operating instructions or business practices of Company.

B. Licensee grants to Company, upon termination or expiration of this Agreement, the option to purchase all usable inventory of food supplies, paper goods, containers, printed menus and other materials bearing Company's trade names or Marks at Licensee's cost; and to purchase the restaurant equipment, furniture, fixtures and signs at fair market value.

C. Licensee shall, immediately upon termination or expiration of this Agreement, make such removals or changes in signs and the Premises as Company shall request, to distinguish the Premises from its former appearance and from any other JACK IN THE BOX restaurant. In the event Licensee fails to make such changes, Licensee hereby consents to Company entering the premises to make non-structural changes at Licensee's expense.

D. In the event of termination for any default of Licensee, any damage suffered by Company shall be a lien in favor of Company against the personal property, machinery, fixtures and equipment owned by Licensee on the Premises at the time of such default. Said lien shall be in addition to any other rights or remedies of Company that exist under statute, regulation or common law.

E. All obligations of Company and Licensee which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

17. RESTRICTIONS ON OTHER BUSINESS INTERESTS

Licensee covenants and agrees that, during the term of this Agreement and, if this Agreement is terminated prior to the end of the Initial Term, for a period of 1 year following such termination, Licensee and Operator shall not, either directly or indirectly, for themselves, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation or other entity, own, maintain, operate, be employed by, engage in, advise, help, make loans to, or have any direct or indirect interest in, any foodservice operation at the Facility: whose format is similar to the format employed by the System at that time (currently, the JACK IN THE BOX System operates in a quick-service format, but Company may change that format at any time), and 20% or more of the sales of which are (or are likely to be) comprised of the kinds of products that are designated by

Company as Core Menu Items of JACK IN THE BOX® restaurants at that time. (Currently, hamburgers, certain specialty sandwiches and tacos are designated as Core Menu Items of JACK IN THE BOX restaurants, but Company may designate different or additional products as Core Menu Items at any time. This restriction shall not apply to Licensee's existing restaurant or foodservice operations, if any, which are identified in Attachment A.

Company shall have the right, in its sole discretion and without Licensee's consent, to reduce the scope of any covenant in this Section. Any covenant as so reduced shall be fully enforceable. The reduction shall be effective immediately upon receipt by Licensee of written notice thereof, and Licensee shall comply immediately with the covenant as so reduced.

Licensee shall obtain and furnish to Company an undertaking, to the same effect as the undertaking in this Section, from Licensee's Operator (if Licensee is not the Operator) and from such of the Owners.

18. MISCELLANEOUS: GENERAL CONDITIONS

A. Interpretation/Entire Agreement

This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you. This Agreement may be modified or amended only in writing, signed by both parties.

B. Governing Law, Jurisdiction and Venue

1. This Agreement shall become valid when executed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Licensee is located outside of California, and such provision would be enforceable under the laws of the state in which Licensee is located, then such provision shall be interpreted and construed under the laws of that state.

2. Licensee shall file any suit against Company or its officers, directors, agents, employees or shareholders, arising out of this Agreement or otherwise, only in the federal or state court in the judicial district where Company's principal offices are located at the time suit is filed. Company may file any suit against Licensee, arising out of this Agreement or otherwise, in any federal or state court in the judicial district where Company's principal offices are located at the time suit is filed, or where Licensee resides, or where the Licensed Restaurant is or was located, or where the claim arose; and Licensee hereby consents to and waives all questions of personal jurisdiction and venue for the purpose of carrying out this provision.

3. **Company and Licensee irrevocably waive trial by jury and the right to any class action in any action, proceeding, or counterclaim, whether at law or in equity, brought by Company against Licensee, or by Licensee against Company and/or its Affiliates or subsidiaries, and their shareholders, officers, directors, employees and agents, whether or not there are other parties in such action, to the extent permitted by law.** Licensee and Company waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits.

4. Except for payment owed by one party to the other party, and unless prohibited by applicable law, any and all claims and actions arising out of, or relating to, this Agreement, the relationship of Company and Licensee, or Licensee's operation of the Licensed Restaurant, shall be commenced within two (2) years from the occurrence of the facts giving rise to such claim or action, or such shorter term as is established by law, or such claim or action shall be barred.

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

C. Notices

All notices to Company shall be in writing, and shall be effective if hand delivered or sent by certified air mail, postage fully prepaid, national overnight carrier that provides a receipt addressed to Jack in the Box Inc. at its offices at 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Legal Dept./Store #____, or at such other address as Company shall from time to time designate in writing. All notices to Licensee, including a Notice of Termination, shall be in writing, and shall be effective if hand delivered or sent by certified mail, return receipt requested, postage fully prepaid, by overnight mail, email or comparable electronic system, addressed to Licensee or Operator at the Licensed Restaurant, the Premises or Licensee's or Operator's last designated-in-writing mailing address. Notices shall be deemed delivered and received on the earlier of (i) actual receipt; (ii) the fifth (5th) business day after being deposited in the U.S. Mail; (iii) the second (2nd) business day after being deposited with an overnight mail service; or (iv) the first (1st) business day after being sent by email or comparable electronic system.

D. Attorneys' Fees and Costs

In any litigation arising out of or relating to this Agreement, the prevailing party shall be paid by the other party all costs, including reasonable accounting and attorneys' fees, incurred as a result of the legal action.

E. Guarantees

All owners, directors and officers of Licensee shall sign the attached guarantee of Licensee's obligations under this Agreement.

DIFFERENT RULES, LLC	**LICENSEE:**
By: _____	*By*: _____
Title:_____	*Title*:_____
Date:_____	*Date*:_____
By: _____	*By*: _____
Title:_____	*Title*:_____
Date:_____	*Date*:_____

ATTACHMENT A

FRANCHISE RESTAURANT INFORMATION AND TECHNOLOGY FEES

1. Licensed Location/Premises (attach floor plan of Facility):
2. Limited Menu (if applicable):
3. Opening Policy/Operating Hours:
4. Existing Foodservice Operations (if applicable):
5. Technology Fees: The following are due and payable from Licensee to Company pursuant to the License Agreement. ***These fees are subject to adjustment by Company at any time in its sole discretion, subject to any limitations stated in Section 5.S of the Franchise Agreement. In addition, Company reserves the right to add additional categories of fees to Exhibit A at any time in its sole discretion. As a result, the fees to be paid by Licensee under this Agreement may exceed the amounts stated in this Exhibit A.***

Description of Fees*	Amount of Fee	Comments / Description
Monthly Technology Fee	Currently, $350-$500 but will increase to $500-$675	For designing, developing, implementing, maintaining, administering, enhancing, innovating, and supporting the Technology Systems and Technology Services. This fee may also include software licensing fees.
Monthly Digital Fee	Currently $0.00 but may increase to $105	
Per Digital Transaction** Fee	Currently, $0.00 but may increase to $0.14 for the first year and $0.30 for the second year following implementation	

* All fees are net of any taxes. Company uses the Technology Fees solely for the stated purposes. Company does not intend the Technology Fees to be a source of revenue or profit for the Company.

**A “Digital Transaction” is any order that is commenced or initiated by a customer without direct human involvement by a Restaurant employee or human agent. Digital Transactions include, but are not necessarily limited to, orders placed or processed using: websites, mobile apps, third-party delivery platforms, in-Restaurant kiosks, and similar technology systems that may be developed/implemented in the future. Digital Transactions do not include orders placed or processed using a counter-top POS system when turned to kiosk mode or orders placed through a Restaurant employee or human agent through a drive-thru.

If a fee is subject to increase by us, the increase will not be more than the equivalent of 10% per year during the term of your franchise agreement to adjust to increased costs. If we do not increase the fee in any year, we can increase the fee in the following year by the combined permissible increase amounts for prior years when we did not increase the fee.

ATTACHMENT B

GUARANTEE AND ASSUMPTION OF LICENSEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the License Agreement dated as of _____ ("Agreement") by Jack in the Box Inc. ("Company"), entered into with _____ ("Licensee"), the undersigned ("Guarantors"), each of whom is an officer, director, or owner of Licensee, hereby personally and unconditionally agree as follows:

Guarantors hereby: **(A)** guarantee to Company and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that Licensee and any assignee of Licensee's interest under the Agreement shall **(1)** punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and **(2)** punctually pay all other monies owed to Company and/or its affiliates; **(B)** agree to be personally bound by each and every provision in the Agreement; and **(C)** agree to be personally liable for the breach of each and every provision in the Agreement.

Each Guarantor waives: **(1)** acceptance and notice of acceptance by Company of the foregoing undertakings; **(2)** notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; **(3)** protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; **(4)** any right Guarantor may have to require that an action be brought against Licensee or any other person or entity as a condition of Guarantor's liability; **(5)** all rights to payments and claims for reimbursement or subrogation which Guarantor may have against Licensee arising as a result of the execution of and performance under this Guarantee; **(6)** any law or statute which requires that Company make demand upon, assert claims against or collect from Licensee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Licensee or any others prior to making any demand upon, collecting from or taking any action against Guarantor with respect to this Guarantee; **(7)** any and all other notices and legal or equitable defenses to which Guarantor may be entitled; and **(8) any and all right to have any legal action under this Guarantee decided by a jury**.

Each Guarantor consents and agrees that: **(1)** his/her/its direct and immediate liability under this Guarantee shall be joint and several; **(2)** he/she/it shall render any payment or performance required under the Agreement upon demand if Licensee fails or refuses punctually to do so; **(3)** such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Licensee or any other person; **(4)** such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which Company may from time to time grant to Licensee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be

continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Licensee to Company under the Agreement;

and **(5)** monies received from any source by Company for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by Company. In addition, if any Guarantor ceases to be an owner, an officer or director of Licensee, that person agrees that the obligations under this Guarantee shall continue to remain in force and effect unless Company in its sole discretion, in writing, releases those person(s) from this Guarantee.

If Company brings an action to enforce this Guarantee in a judicial proceeding or arbitration, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

If any of the following events occur, a default ("Default") under this Guarantee shall exist: **(1)** failure of timely payment or performance of the obligations under this Guarantee; **(2)** breach of any agreement or representation contained or referred to in this Guarantee; **(3)** the dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any Guarantor; and/or **(4)** the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any Guarantor. If a Default occurs, the obligations of Guarantor shall be due immediately and payable without notice. Upon the death of one of any Guarantor, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

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

The enforcement sections of the Agreement shall apply to this Guarantee.

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

GUARANTORS:

Date: _____

_____
Print name: _____
Address: _____
_____

Date: _____

_____
Print name: _____
Address: _____

EXHIBIT G-1

SINGLE UNIT DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

1. RECITALS 1
2. DEFINITIONS OF TERMS 2
3. GRANT OF RIGHTS. 3
4. TERM 3
5. DEVELOPMENT FEE. 3
6. OPERATOR. 3
7. DEVELOPMENT REQUIREMENTS. 4
8. RESTAURANT DEVELOPMENT PROCEDURE. 4
9. OPENING OF THE RESTAURANT 7
10. APPROVALS 8
11. NON-ASSIGNABILITY 8
12. DEATH OR INCAPACITY OF DEVELOPER 9
13. COMPLIANCE WITH LAW 10
14. INDEPENDENT CONTRACTORS 10
15. INDEMNIFICATION / INSURANCE 10
16. DEFAULT; REMEDIES 11
17. COSTS AND ATTORNEYS' FEES 13
18. INTERPRETATION 13
19. WAIVER OF OBLIGATIONS 13
20. SEVERABILITY 14
21. BROKER 14
22. TRADEMARKS 14
23. NOTICES 15
24. MISCELLANEOUS. 15

Exhibit A Development Area
Exhibit B Conditions to Site Approval
Exhibit C Guaranty and Assumption of Franchisee's Obligations
Exhibit D Addendum to Development Agreement – Assign Lease
Exhibit E Addendum to Development Agreement – Site Due Diligence
Exhibit F Addendum to Development Agreement – JIB Constructs

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123, ("Company") and , whose address is ("Developer"), who agree as follows:

1. <u>RECITALS</u>. This Agreement is made and entered into with reference to the following facts and circumstances:

A. Company is the owner of the name Jack in the Box® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with the *Jack in the Box* restaurants (the "Marks").

B. Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to, management and operating systems and controls and uniform standards, specifications and procedures for the purchase, preparation and sale of food and beverage products and the operation of quick service restaurants, and a distinctive building design, decor and color scheme (the "System").

C. The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages which are described in operating manuals for *Jack in the Box* restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for *Jack in the Box* restaurants and other written materials; and (c) a public image that each *Jack in the Box* restaurant is a unit in an established quick service restaurant system and that all *Jack in the Box* restaurants are operated with high standards for product quality and service and aesthetic effect of the restaurant premises.

D. Company operates and grants franchises to operate restaurants known as *Jack in the Box* restaurants using the System and the Marks.

E. Developer recognizes the uniqueness, confidentiality and value of the System and the advantages and benefits which may be obtained by using the System and the Marks in the operation of *Jack in the Box* restaurants and desires to acquire rights to develop, and acquire franchises to operate, *Jack in the Box* restaurants.

F. Developer has submitted written information to Company to induce Company to enter into this Agreement, including, but not limited to, an Application Package, together with any material changes therein, and it is understood that Company is relying on all such information in entering into this Agreement.

G. Developer has obtained expansion approval, if Developer is an existing Jack in the Box franchisee, from Company. Developer represents and warrants that all Owners (as defined in this Section 1.H.) have executed, simultaneously with Developer's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment C). "Owner" means each person or entity that has any indirect or direct equity interest in Developer.

H. In consideration of the foregoing, and the mutual covenants contained in this Agreement, the parties now desire to enter into this Agreement upon the terms and provisions set forth below.

2. DEFINITIONS OF TERMS. As used in this Agreement, the following terms shall have the meanings defined in this Section unless a different meaning is plainly required by the context:

A. "Affiliates" shall include people, partnerships, corporations or other legal entities that directly or indirectly own or control Developer or Company, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or Company, and all officers, directors, agents and employees of Developer or Company.

B. "Compliance Date" shall mean _____, as defined by Company.

C. "Development Rights" shall mean the right to construct a single *Jack in the Box* restaurant within the Development Area and enter into a "Franchise Agreement" (as defined below) to operate such restaurant, subject to the terms and conditions of this Agreement.

D. "Development Area" shall mean the particular site or larger area described on Exhibit A, attached hereto and incorporated herein by this reference.

E. "Developed Restaurant" shall mean the *Jack in the Box* restaurant to be developed pursuant to this Agreement.

F. "Effective Date" shall mean the date upon which Company signs this Agreement.

G. "Fast Food Restaurant" shall mean a restaurant offering prompt service from a limited menu and selling food and beverage products for consumption at or from the premises of the restaurant.

H. "Owner(s)" shall mean the owner(s) of Developer if Developer is or becomes (through an approved assignment under Section 11 below) a partnership, limited liability company or corporation, and shall include all shareholders, general or limited partners, or members of such entity.

3. GRANT OF RIGHTS.

A. In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Until such time as this Agreement expires or is terminated, Company will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will Company open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than Developer; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). Company also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area.

B. This Agreement is not a Franchise Agreement and does not grant to Developer any right to use the System or the Marks; any such rights will be acquired, if at all, only under and in accordance with the terms and conditions of Franchise Agreements entered into with Company.

4. TERM. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence on the Effective Date and expire on the Compliance Date.

5. DEVELOPMENT FEE. In consideration of the rights granted herein, Developer shall pay to Company, concurrently with the signing of this Agreement, a development fee of $50,000 ("Development Fee"). The Development Fee paid by Developer to Company shall be nonrefundable and shall be deemed fully earned by Company when paid. Company will credit the Development Fee against the franchise fee under the Franchise Agreement for the Developed Restaurant.

6. OPERATOR. Developer hereby designates ("Operator") to be responsible during the term of this Agreement for supervising the development and operation of the Developed Restaurant and to act as Company's principal contact with Developer. Company may communicate with and give notice to Developer through the Operator. The Operator shall have authority to represent Developer and enter into agreements and modifications of agreements on behalf of Developer and bind Developer to such agreements and modifications.

If Developer is not an individual, the Operator shall, throughout the term of this Agreement, maintain the required percentage ownership of the Developer. Additionally, Operator shall at all times maintain the same percentage ownership interest in all Franchise Agreements to be signed hereunder, free and clear of all mortgages, pledges, liens, security interests and other encumbrances.

Developer agrees to cause the Operator to maintain actual involvement in the operations of the Developed Restaurant and to devote the best efforts of Developer to the restaurant operations and the success thereof.

7. DEVELOPMENT REQUIREMENTS.

A. Developer agrees to cause the Developed Restaurant to be open and in operation on or before the Compliance Date. In addition, Developer agrees to obtain: (i) site approval ("Site Approval"); and (ii) lease approval if the site on which the Development Restaurant is located is leased from a third party ("Lease Approval"), as detailed in Section 8, below.

[OPTIONAL: To assist Developer in meeting the obligations under this Agreement, Company has identified a site that may be appropriate for development as a Jack in the Box restaurant and Company shall make such site available to Developer and Developer shall undertake acquisition and development of such site in accordance with the provisions of the attached Addendum, which shall supplement and control the parties' duties and obligations regarding acquisition and development thereof.]

Once Site Approval, Lease Approval, and all required permits have been obtained, Developer shall diligently pursue construction of the Developed Restaurant to ensure the Developed Restaurant opens at the earliest reasonable time, but in any event on or prior to the Compliance Date.

Developer acknowledges that time is of the essence in this Agreement. Developer timely obtaining Site Approval and Lease Approval, and constructing and opening the Developed Restaurant are of material importance to Company. Failure by Developer to adhere to open the Developed Restaurant on or before the Compliance Date, shall constitute a default under this Agreement as provided in Section 16 below.

B. If the opening is delayed because of "Force Majeure" (as defined below), then for the period of the delay in opening, up to a maximum of six (6) months following the Compliance Date, the Developed Restaurant shall be deemed "open and in operation" for purposes of determining compliance with this Agreement. For the purposes of this Agreement, "Force Majeure" shall mean only acts of God, strikes, embargoes, war or riot.

C. The Developed Restaurant may be closed for up to three (3) consecutive days after having been opened, and still be deemed in operation for purposes of determining whether Developer has satisfied the obligation to open on or before the Compliance Date. A restaurant that is closed for more than three (3) consecutive days will not be deemed "in operation."

8. RESTAURANT DEVELOPMENT PROCEDURE.

A. Developer agrees to apply for and obtain Site Approval and Lease Approval from Company for the Development Restaurant, as well as to satisfy the conditions to Site Approval listed on Exhibit B, attached hereto and incorporated herein by this

reference, all of which must be accomplished before beginning the development process. Developer agrees to obtain all required Site Approval and Lease Approval in accordance with Company's then current criteria and procedures, including without limitation, submitting the then current Expansion Application and Site Acquisition Package. Such approval shall be made by Company in writing and delivered to Developer.

B. Developer shall comply with the following procedure for obtaining Site Approval:

(1) For the proposed site of the Developed Restaurant, Developer shall submit a Site Acquisition Package ("SAP") in the form specified by Company with a request for Company Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of Company's Real Estate Site Committee ("RESC") Approval Form duly signed by an authorized representative of Company and no other approval, whether oral or written, shall be effective or binding on Company. Site Approvals are valid until the expiration or earlier termination of the Development Agreement under which the Site Approval was granted, unless a shorter period is identified by Company during the Site Approval process.

(3) Company may refuse to approve the proposed site for the Developed Restaurant if it believes the potential long term sales impact on one or more surrounding restaurants is excessive. Developer acknowledges that Developer may be required to pay for one or more trade area surveys on one or more surrounding restaurants in order to provide Company with information about potential impact.

(4) Failure to obtain Site Approval shall not extend or modify the Compliance Date, the term of this Agreement or any other provision of this Agreement.

C. If Developer leases the real property for the Developed Restaurant from a third party, Developer must use its best efforts to use Company's standard form of lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

(1) Developer may not use the premises for the operation of any business other than a Jack in the Box restaurant.

(2) The landlord consents to Developer's use of such marks and signage as Company may reasonably require.

(3) The landlord agrees that whenever it sends any notice, lease amendment or other material document pertaining to the lease or the Premises to Developer, it will simultaneously send a copy to Company.

(4) Company has the right to enter the premises to make any modification necessary to protect its marks or to cure any default under the lease or the

Franchise Agreement, including the right to enter upon expiration to de-identify the premises if Developer fails or refuses to do so.

(5) If Developer is in default under the lease, Company will have the right to cure the default, and after cure, to assume the lease and sublease the premises for all, or any part of, the term of the lease.

(6) A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Developed Restaurant is located.

(7) The landlord agrees to deliver to Developer a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Developer is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Developer's use and possession of the premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

(8) If the Developed Restaurant is located within a shopping facility or similar multi-tenant facility, the landlord shall not at any time permit or allow the tenancy or operation of any drive-through fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the premises that is owned or controlled by that landlord.

D. Developer shall not, except at Developer's own risk, enter into any legally binding commitments with vendors or property owners until Company has given Site Approval as provided herein.

E. Developer agrees to do, or cause to be done, the following, all at its own expense:

(1) Obtain the right to use the site to construct, maintain and operate a *Jack in the Box* restaurant;

(2) Secure all financing required to fully develop the restaurant;

(3) Prepare and submit required Site Acquisition Package for Company approval to secure JIB Site #;

(4) Use Company approved architect to complete site-adapted project design work (related to Company provided prototypical plans);

(5) Obtain Company approvals for project plans according to Company site plan submission, review, and approval procedures;

(6) Obtain all required building, utility, sign, health, sanitation, and business permits and licenses and any other required permits and licenses;

(7) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by Company

(8) Install only Company approved finishes and décor in accordance with prototypical plans and specifications;

(9) Purchase an opening inventory of food and other supplies and materials; and

(10) Prior to, and as a condition to final sign off by Company, Developer shall provide to Company complete and accurate development cost detail with respect to the developed Restaurant, in a format and including such information as Company may require, including, without limitation, (i) land costs (purchase price or annual leasing costs), (ii) architectural and engineering fees and costs, as well as any other fees and costs incurred for other professional advisors or consultants, (iii) fees associated with all governmental approvals and permits, (iv) construction costs, including cost of materials and any fees and costs charged by any general contractors, subcontractors, other direct contractors, kitchen equipment consolidators, sign vendors, lighting and other equipment vendors, and (v) any costs associated with the purchase and set up of small wares at the developed Restaurant.

F. Upon Developer's written request, Company will furnish standard prototypical building plans and specifications for *Jack in the Box* restaurants reflecting Company's requirements for design, decor, finishes, furnishings, furniture, layout, equipment, fixtures and signs for *Jack in the Box* restaurants as in effect from time to time. Developer must use a Company approved architect to for site-adaption, design, engineering, and permitting.

G. It shall be the responsibility of Developer to have prepared all required construction plans and specifications that comply with applicable ordinances, building codes, Federal laws, permit requirements, and lease requirements and restrictions. If alterations of any kind are required for any reason, Developer shall submit to Company an explanation of any such changes to Company's prototypical construction plans and specifications, and the Site Plan approved by Company. Such changes must be approved by Company in writing before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining Company review and approvals by the appropriate governmental authorities of the Site Plan, or other plans, specifications and layouts shall be paid by the Developer.

9. OPENING OF THE RESTAURANT. Following Site Approval by Company of the proposed restaurant location, Developer shall enter into the then current form of the Franchise Agreement used by Company to grant franchises to operate *Jack in the Box* restaurants in the state in which the specified Developed Restaurant is located ("Franchise Agreement"), and shall pay the "Franchise Fee" (as defined in the Franchise Agreement). Nothing in this Agreement shall be construed as obligating Company to enter into a Franchise Agreement with respect to any restaurant if Developer has not obtained Site Approval and Lease Approval in accordance with Section 8 and/or if

Developer is otherwise in breach of any of its obligations under this Agreement. Developer agrees not to open a *Jack in the Box* restaurant for business until all of Developer's obligations under this Agreement have been fulfilled.

10. APPROVALS. Whenever Company's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering Company's interest in obtaining adherence to Company's image and operational requirements. Developer, Franchisee, and any agents associated with either, remain solely responsible for the costs, safety, adequacy, workmanship, design, and construction of the site, any buildings on the site, and all materials used in the construction of the improvements at the site; compliance with all laws related thereto; and all other aspects of the development process.

11. NON-ASSIGNABILITY.

A. This Agreement is personal to Developer. Except as provided herein, neither Developer nor any Owner shall sell, assign or otherwise transfer this Agreement or any direct or indirect right or interest in the Development Rights granted, nor permit any such assignment or transfer to occur directly or indirectly, whether by agreement or operation of law; nor pledge, mortgage, hypothecate, give as security for an obligation, or in any manner encumber any right under this Agreement or any direct or indirect interest in Developer, without the prior written consent of Company. In no event shall any assignment relieve Developer or any Owner of any obligations to Company under this Agreement unless Company shall expressly consent to such release from liability. Any purported sale, assignment, pledge, mortgage, hypothecation or encumbrance contrary to the provisions of this Agreement shall constitute a default under this Agreement and shall for purposes of any agreements with the Company, and to the extent permitted by law, be void and of no force or effect.

B. Subject to the prior written consent of Company, Developer may assign this Agreement to a corporation, partnership or limited liability company, that is not then or thereafter to be engaged in any business other than the development and operation of *Jack in the Box* restaurants and in which Owners of Developer shall own one hundred percent (100%) of the outstanding securities. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer or issuance of shares in such corporate assignee shall be made without Company's prior written approval. Developer or the Operator, if Franchisee is not an individual, shall, throughout the term of this Agreement, own the percentage of the voting, capital and profits interest in outstanding securities of the corporation, partnership or limited liability interests as required by Company in writing. The Articles of Incorporation and/or By-Laws, partnership agreement or limited liability agreement, or any similar formation documents, copies of which shall be provided to Company, shall at all times reflect the restrictions contained herein, unless otherwise directed by Company; and all stock certificates, membership certificates, or other evidence of ownership shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares / membership interests evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to a *Jack in the Box* Development Agreement, a copy of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

C. At no time shall Developer be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Developer, each individual owner of a partnership or corporation, with a direct or indirect interest in Developer, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Developer.

D. Any assignment of any interest in the Development Rights, including (but not limited to) assignments among Owners of Developer, shall require, among other items, (i) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (ii) the payment by Franchisee of up to, but not exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to Company (other than in an assignment by the Owners to an entity which is one hundred percent (100%) owned by the original Owners before the assignment); (iii) the signing by Developer and each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all agreements, restaurants, transactions or occurrences of any kind before the proposed assignment, whether arising out of the development relationship or otherwise, between Developer and Company; (iv) the signing of a personal guarantee by each transferee; and such other conditions as Company may require, including, but not limited to, Company's approval of the assignee's fiscal year.

E. There are no restrictions on Company's ability to assign this Agreement; and this Agreement is fully assignable by Company, and shall inure to benefit any assignee or other legal successor to the interest of Company.

12. <u>DEATH OR INCAPACITY OF DEVELOPER</u>. In the event of the death or incapacity of Developer, Operator or any Owner (hereinafter the "deceased"), the interest of such Developer, Operator, or Owner may be transferred to the heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all of the terms and conditions of this Agreement to the same extent as the deceased.

If such person is not so approved, the deceased's estate or personal representative shall use its best efforts to assign the deceased's interest in this Agreement to a person acceptable to Company within six (6) months after the date of death or incapacity of the deceased. If the deceased's interest is not conveyed to a party

acceptable to Company within said six (6) months, such failure to assign shall be deemed a default hereunder and Company may, at its option, terminate this Agreement upon ten (10) days' written notice to the estate or personal representative and any remaining Owners. In the event of termination, Company shall not be obligated to refund any fees paid to it hereunder.

As used herein "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Developer, Operator, or Owner unable substantially to perform all of their responsibilities in connection with this Agreement which is verified by a medical authority acceptable to Company and appears reasonably certain to continue for at least one (1) year without material improvement.

13. COMPLIANCE WITH LAW. Developer shall secure and maintain in good force in its name all required licenses, permits and certificates relating to the development, construction and operation of a *Jack in the Box* restaurant. Developer shall conduct the business of development, construction and operation of the Developed Restaurant in full compliance with all applicable laws, ordinances and regulations.

14. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be construed as creating a fiduciary relationship between the parties or making the parties partners, joint venturers or employees of the other, or to make either party liable for any of the debts or obligations of the other party, and Developer shall in no way be considered as an agent, employee or representative of Company in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of Company and shall have no power to contract on behalf of Company. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Developer or *Jack in the Box* restaurants.

15. INDEMNIFICATION / INSURANCE.

A. Developer agrees to indemnify, defend, and hold Company harmless against, and to reimburse Company for, any and all losses, liabilities, damages (actual or consequential) and taxes, and all costs and expenses of defending any claim brought or tax levied against Company in any judicial, administrative or arbitration proceeding (including, without limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses), which Company may suffer, sustain or incur directly or indirectly out of or by reason of, arising from or in connection with, the ownership, development or operation of *Jack in the Box* restaurants, except for damages arising directly out of Developer's proper use of Company's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. Company agrees to give Developer prompt notice of any such claim made against Company and to offer Developer a reasonable opportunity to assume the defense thereof. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

B. Developer agrees to obtain and maintain insurance as follows:

(1) during the construction of the restaurant, policy(ies) of Builders' Risk Insurance for the full replacement cost of all real and personal property to be constructed. In addition, Developer will cause each contractor and subcontractor performing work to maintain the following insurance: (i) commercial general liability insurance in an amount not less than $5,000,000 combined single limit per occurrence and aggregate, written on a "per occurrence" policy form, covering bodily injury, property damage and personal injury, (ii) workers' compensation insurance as required by law and employer's liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Developed Restaurant will operate, and (iii) business automobile liability insurance, including owned, leased, non-owned and hired automobile coverage with a limit not less than $1,000,000 per accident. Company and its affiliates, and any other parties as Company may request, shall be named as "additional insureds" on all insurance required by this section (other than workers' compensation insurance), regardless of whether such insurance is provided by Developer and/or by any of its contractors and/or subcontractors.

(2) on or before signing of any Franchise Agreements, such insurance coverages as are required under the *Jack in the Box* Franchise Agreements.

C. All insurance policies required in Section 15.B. (1) and (2) above shall name Company and its affiliates, and any other parties as Company may request, as "additional insureds." Company may update or modify the insurance requirements in the Manuals or may otherwise change or modify insurance requirements in writing by Company, at its sole discretion.

D. Developer's performance of its obligations to maintain insurance shall not relieve Developer of liability under the indemnity provision hereinabove.

E. Throughout the term of this Agreement, Developer shall deliver to Company certificates of insurance acceptable to Company (and a copy of the Developer's insurance policy(ies) if requested by Company) evidencing its compliance with this Section 15.

16. <u>DEFAULT; REMEDIES</u>.

A. Time is of the essence with respect to all of Developer's obligations under this Agreement. Except as otherwise provided by law, developer shall be in default under this Agreement if Developer breaches or otherwise fails to perform any of its obligations under this Agreement, including, without limitation, items (1) through (8) set forth below, and fails to cure such breach or failure within the period specified below, and if no time is specified, then within thirty (30) days after receipt of written notice. Without prejudice to any other rights or remedies that Company may have under this Agreement, at law or in equity, in the event Developer defaults, then Company shall have the right to immediately terminate this Agreement and all Development Rights granted hereunder, in which event Company shall have the unrestricted right to operate or license persons or entities other

than Developer to develop and to operate one or more *Jack in the Box* restaurants within the Development Area. Company shall retain the Development Fee.

(1) Developer fails to open the Developed Restaurant on or before the Compliance Date.

(2) Developer fails to obtain Site Approval or Lease Approval before the commencement of construction of the Developed Restaurant.

(3) Without Company's prior written consent, Developer assigns, transfers or otherwise disposes of, or attempts to assign, transfer, encumber, or otherwise dispose of this Agreement in whole or in part.

(4) Developer's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Developer by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing. This Agreement shall terminate upon this occurrence without notification to Developer as if that date were the expiration date, and Developer expressly waives all rights under the provisions of the Bankruptcy Rules and consents to the immediate termination of this Agreement. Developer agrees not to seek an Injunctive Order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision.

(5) Developer shall fail to obtain or renew licenses or permits necessary for the performance of Developer's obligations under this Agreement.

(6) Developer shall fail to comply with any other terms, provisions or conditions of this Agreement, or any Franchise Agreements signed pursuant to the terms of this Agreement.

(7) Any *Jack in the Box* Franchise Agreement(s) under which Developer is an Owner or Operator are terminated.

(8) Developer is delinquent in excess of sixty (60) days in the payment of any amount due under any Franchise Agreement with Company, or is otherwise in default under any other agreement, lease, promissory note or account with Company.

B. The termination of this Agreement and the Development Rights:

(1) Shall not affect or diminish the binding force or effect of any provision of this Agreement which expressly or by implication shall come into force or continue in force after termination; and

(2) Shall not release Developer from obligations to pay any sums owed under this Agreement or to pay any franchise fees, royalties or other sums owed to

Company under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between Company and Developer for the operation of Jack in the Box restaurants.

C. The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company is entitled by law to enforce. If Developer is in default under this Agreement beyond any applicable cure period, in addition to all other rights and remedies available to Company as a result of such default, including, without limitation, the right collect damages relating to such default, Company shall also be entitled to injunctive relief without posting a bond.

17. COSTS AND ATTORNEYS' FEES. If a claim for amounts owed by Developer to Company is asserted in any proceeding before a court of competent jurisdiction or arbiter, or if Company or Developer is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses including reasonable accounting and legal fees.

18. INTERPRETATION. The Exhibits, Introduction, Definitions and Preambles to this Agreement are a part of this Agreement, which constitutes the entire Agreement of the parties (all prior representations, negotiations and agreements being merged into this Agreement), and there are no other oral or written understandings or agreements between Company and Developer relating to the subject matter of this Agreement. The headings of the several Sections and Paragraphs are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where the context requires. This Agreement may be signed in duplicate counterparts, each of which shall be deemed an original.

19. WAIVER OF OBLIGATIONS. Company and Developer shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of Company or Developer to exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Developer with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other developers, franchisees or licensees of *Jack in the Box* restaurants; or (iii) the acceptance by Company of any payments from Developer after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies which may be granted by law.

20. SEVERABILITY. Company and Developer agree that if any of the provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against Company or Developer. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, Company and Developer shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

21. BROKER. Developer warrants that Developer has not appointed and does not contemplate appointing any broker, agent or other person who would be entitled to a fee or commission upon the signing of this Agreement. Developer agrees to hold Company safe and harmless from any fee or commission claimed by any person purporting to act for or on Developer's behalf. Nothing in this Agreement shall be construed as prohibiting either party from employing attorneys, accountants or patent or trademark agents to advise and carry out professional services on its behalf.

22. TRADEMARKS. Developer acknowledges Company's absolute right to the Marks (registered and unregistered) and disclaims any right or interest therein or to the goodwill attaching thereto. Developer agrees that any rights, privileges and benefits, legal or otherwise, resulting from the use of any of the Marks or other Company names, slogans and symbols shall inure to Company only.

Neither Developer nor any company controlled by Developer shall at any time during the term of this Agreement or thereafter use any of the Marks except as authorized in writing by Company nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of Company in and to the Marks or any of Company's registrations thereof. Except as may be expressly authorized by Company, Developer shall not incorporate or form or cause to be incorporated or formed any company or unincorporated body of persons with a name which includes any reference to any of the Marks or the name Company or any variations or abbreviations or any words confusingly similar.

Some of the Marks have been registered in the United States Patent and Trademark Office; however, Company makes no express or implied warranty with respect to the validity of any of the Marks. Developer acknowledges Developer's understanding that Developer will be conducting business pursuant to Franchise Agreements entered into with Company, using some Company Marks which have not been registered and that registration may not be granted for the unregistered Marks and that some of the Marks may be subject to use by third parties unauthorized by Company.

Developer shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Developer’s use of any of the Marks or the System. Company shall have the sole discretion, at its expense, to take such action

as it deems appropriate to prevent unauthorized persons from using the Marks. If requested by Company, Developer agrees to join and assist Company in any action relating to the right to use or the validity of the Marks, and Company agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting Company in such action. Developer shall not institute any legal action or other kind of proceeding based upon the trademarks which Developer is licensed to use under this Agreement without the prior written approval of Company.

23. NOTICES. All notices, reports and other information permitted or required to be delivered hereunder shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested, postage fully prepaid, or by national overnight carrier that provides a receipt addressed to:

Different Rules, LLC:	DIFFERENT RULES, LLC 9357 Spectrum Center Blvd San Diego, CA 92123 Attention: Legal Dept./Store #____
Developer:	_____ _____ _____

Addresses may be modified from time to time by either party by written notice to the other party. Notices which are sent by mail shall be deemed delivered on the earlier of actual receipt or delivery to the address specified as evidenced by the return receipt. Notices sent by email or comparable electronic system shall be effective on the business day following the day they were sent.

24. MISCELLANEOUS.

A. This Agreement shall become valid when signed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Developer is located outside of California, and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state.

B. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

C. Venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of California located in San Diego, California or within the courts of the United States of America located within the Southern District of California.

D. This Agreement may only be modified by a written instrument signed by the parties.

DEVELOPER: DIFFERENT RULES, LLC

_____ By:_____
Its:_____

Date:_____ Date:_____

EXHIBIT A

Development Area
[to be provided]

Note: The Development Area may be a single parcel or may include a larger territory. If the Development Area constitutes a single site, there will be a one mile radius within which Developer will be granted protected Development Rights. **[Optional Language if the Development Area constitutes a larger territory: Developer will be granted protected rights within such territory; provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain nontraditional locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens. Notwithstanding any provision of the Agreement to the contrary, at any time, Company may develop and operate, or franchise others to develop and operate, Jack in the Box® restaurants at such sites whether or not the sites are located within the Development Area. The development and operation of such sites by Company and/or other developers shall not constitute a violation of the Agreement. If Company permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.]**

EXHIBIT B

Conditions to Site Approval
[to be provided]

EXHIBIT C

GUARANTY AND ASSUMPTION OF
FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF DEVELOPER's OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

DEVELOPER: , a limited liability company/corporation

Date of Development Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Development Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Developer or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Developer arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Developer, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Developer or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Developer to Company under the Agreement; and

5. the written acknowledgment of Developer, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Developer shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S)

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

EXHIBIT D

ADDENDUM TO DEVELOPMENT AGREEMENT – Assign Lease

[To be used if Company may assign its interest in the Master Lease to Developer and obtain a release of the obligations thereunder]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____, ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"). Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto) and Lease Approval, if applicable, with respect to Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into that certain Real Estate Purchase Contract and Receipt for Deposit, dated _____ [or Lease, dated _____] ("____ Contract"), with the owner of Site No. ____ ("____ Owner"), pursuant to which Company has agreed to purchase [lease] Site No. ____. Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. Company makes no warranties or representations regarding such materials, and Developer shall be responsible to perform its own due diligence with respect to Site No. ____. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding Site No. ____, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Contract. If, despite Developer's best efforts, the ____ Contract is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and

sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the Compliance Date.

3. Among other items, the ____ Contract contains terms which Developer is obligated to perform, at Developer's sole cost and expense. Notwithstanding the fact that Company has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, Company and Developer shall execute a separate Assignment in the form attached to this Exhibit D, and incorporated herein by this reference, pursuant to which Company shall assign its rights and delegate its duties under the ____ Contract to Developer, and Developer shall assume the obligations of the buyer [tenant] thereunder, and agree to abide by all of the terms and provisions of the ____ Contract, including, without limitation, the following: _____. Upon such assignment, Company will be released from any further duties or obligations under the ____ Contract.

Developer will use best efforts to satisfy and(or) waive all of the contingencies set forth in the ____ Contract and shall adhere to the timing and contingency timeframes set forth in the ____ Contract and in this letter agreement. Upon satisfaction of the contingencies set forth in the ____ Contract, Developer will waive the contingencies set forth in the ____ Contract, pull any and all required permits for the construction of all buildings and improvements to be located on Site No. ____, and proceed to close escrow for the acquisition of Site No. ____. Thereafter, Developer shall construct all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. All permits shall be issued in the name of Developer. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the buyer under the ____ Contract, and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments relating thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No.

____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, (i) any deposits, reimbursements, or other payments due the ____ Owner pursuant to the ____ Contract; and (ii) any fees payable to third party consultants for services rendered in connection with the acquisition, investigation and development of Site No. ____, whether engaged by Company or by Developer. Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s). Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Contract, but in any event in compliance with the schedule set forth in Section 7.A. of the Agreement. Immediately upon completion of construction of the improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement for Site No. ____, which will be effective upon commencement of business at Site No. ____ and shall have a term of twenty (20) years. Upon execution of such Franchise Agreement, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an “AS IS” basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, or the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all “Claims” (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, “Claims”), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein by Developer and(or) any change or modification of the plans by Developer, or the construction of the improvements by Developer at Site No. ____.

Developer: Different Rules, LLC

_____ By: _____

Title: _____

Attachment to Exhibit D

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company, [or JACK IN THE BOX INC., a Delaware corporation], whose business and post office address is 9357 Spectrum Center Blvd, California 92123 ("Assignor"), and _____, whose business and post office address is _____ ("Assignee"), who agrees as follows:

WITNESSETH

That the Assignor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Assignor paid by the Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained and on the part of the Assignee to be faithfully kept and performed, does hereby sell, assign, transfer, set over and deliver unto the Assignee all of the right, title and interest of the Assignor in and to that certain [Real Estate Purchase Contract and Receipt for Deposit, dated _____, by and between _____, as seller ("Seller"), and Assignor, as buyer ("Purchase Agreement") OR Lease, dated _____, by and between _____, as landlord ("Landlord"), and Assignor, as tenant ("Lease")]. Pursuant to the [Purchase Agreement/Lease], Assignor has agreed to [buy/lease] that certain real property located at _____, as more particularly described in therein ("Property").

The foregoing assignment shall be subject to the observance and performance by the Assignee of all of the covenants and conditions contained in the Purchase [Agreement/Lease], which according to the terms and provisions thereof, are or ought to be observed and performed by the [buyer/tenant] therein named.

The Assignee hereby assumes the obligations of the [buyer/tenant] under the [Purchase Agreement/Lease] and shall, as of and from the date hereof, faithfully observe and perform all of the covenants and conditions contained the [Purchase Agreement/Lease] which are or ought to be observed and performed by the [buyer/tenant] therein named, and will at all times hereafter indemnify, defend and save the Assignor harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses of any kind whatsoever, including without limitation, attorneys' fees and costs, arising out of or resulting directly or indirectly from the breach or nonobservance of the covenants and conditions contained in the [Purchase Agreement/Lease]. Assignee shall not amend, modify or extend any of the provisions or conditions of the [Purchase Agreement/Lease] without the prior consent of Assignor.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and permitted assigns.

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed these presents effective as of the day and year set forth above.

Assignor:

JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company

By:_____
Its:_____

[or JACK IN THE BOX INC., a Delaware corporation

By:_____
Its: _____]

Assignee:

_____

By execution below, _____ ("[Seller/Landlord]"), consents to the assignment and assumption set forth above, and agrees that, effective as of the date hereof, Assignor is hereby fully and forever released, acquitted and discharged from any and all duties, liabilities or obligations under the [Purchase Contract/Lease].

[Seller/Landlord]
_____

EXHIBIT E

ADDENDUM TO DEVELOPMENT AGREEMENT – Site Due Diligence

[To be used if Company will perform Due Diligence and turn the site over to Developer to complete construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"), including, without limitation, obtaining Site Approval and Lease Approval, if applicable. Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

2. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue

satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Developer shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith. All permits shall be issued in the name of Developer, and Developer shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the tenant under the ____ Underlying Lease and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

3. Developer shall be granted access for the purpose of performing the construction and other development activities described in this Addendum ("Development Activities"), at Developer's sole cost and expense. Developer assumes all risk associated with the performance of the Development Activities, and shall indemnify, defend and hold Company and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorney's fees and costs, incurred or arising directly or indirectly out of or in connection with the performance of the Development Activities or the entry onto Site No. ____. In no event shall Company or Company's insurance carrier be liable for any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or damage to property caused by or resulting from any acts or omissions of Developer or its servants, employees and/or agents. Prior to entering onto Site No. ____, Developer shall obtain all insurance coverage required

under Company's standard Franchise Lease and shall provide Company with certificates of insurance such indicating such coverages.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments related thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, any deposits, reimbursements, or other payments due the ____ Master Lessor pursuant to the ____ Underlying Lease. In addition to any and all out of pocket costs and other expenses, and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay Company the additional sum of $25,000.00 to compensate Company for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Due Diligence Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Agreement. Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto) and Lease Approval, if applicable, with respect to Site No. ____. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Underlying Lease, but in any event on or before the Compliance Date. Immediately upon completion of construction of the ____ Improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges

shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Upon execution of such franchise documents, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an "AS IS" basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all "Claims" (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, "Claims"), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein and(or) any change or modification of the plans, or the construction of the improvements at Site No. ____ by Developer.

Developer: Different Rules, LLC

_____ By: _____

Title: _____

EXHIBIT F

ADDENDUM TO DEVELOPMENT AGREEMENT – JIB Constructs

[To be used for any Developed Restaurant where Company will build the restaurant and turn it over upon completion of construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail. Company and Developer agree and acknowledge that the following provisions shall apply with respect to the development of Site No. ____, located at _____ ("Site No. ____"):

1. Developer shall obtain Expansion Approval in connection with its intended operation of Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this Addendum is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that, in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

3. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in

position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Company shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith, subject to reimbursement by Developer, as described below. All permits shall be issued in the name of Company, and Company shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Company's cost and expense, subject to reimbursement by Developer, as described below. Company shall construct such building and improvements and install furniture, fixtures, and equipment necessary to operate a Jack in the Box® restaurant at Site No. ____. Such work shall be done in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes. Company shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment.

4. Developer shall reimburse Company for any and all costs and expenses incurred by Company in connection with the acquisition, investigation, development, and construction of Site No. ____, including, without limitation, (i) any and all taxes or assessments related thereto, (ii) any internal overhead or other associated charges, (iii) any deposits, reimbursements, or other payments, whether due the ____ Master Lessor pursuant to the ____ Underlying Lease, or to any other party or agency, (iv) consulting fees, engineering and design fees, costs of inspections, investigations, testing, and other due diligence matters, title and survey costs, application fees, permit and licensing fees, costs for labor and materials to construct the building and improvements, utility connection fees and charges, and (v) any and all other out-of-pocket costs and other expenses incurred by Company. Developer agrees that it shall also pay Company the additional sum of $50,000.00 to compensate Company for services rendered in connection with the acquisition, investigation, development, and construction of Site No. ____ ("Development Services Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation, development and construction of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Development Services Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Addendum.

5. Developer will commence business operations at Site No. ____ as soon as possible following turnover of the completed restaurant by Company. Immediately upon completion of construction of the building and improvements at Site No. ____ by Company, or earlier as may be required by Company, Developer shall execute and deliver a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____

Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Franchise fees, royalties and marketing fees will be charged as set forth in the Franchise Agreement.

Developer:	Different Rules, LLC
_____	By: _____
	Title: _____

EXHIBIT G-2

MULTI-UNIT DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

1. RECITALS. 1
2. DEFINITIONS OF TERMS. 2
3. GRANT OF RIGHTS. 3
4. TERM 3
5. DEVELOPMENT FEE. 3
6. OPERATOR. 4
7. DEVELOPMENT REQUIREMENTS. 4
8. RESTAURANT DEVELOPMENT PROCEDURE. 5
9. OPENING OF THE RESTAURANT 8
10. APPROVALS 9
11. NON-ASSIGNABILITY. 9
12. DEATH OR INCAPACITY OF DEVELOPER 10
13. COMPLIANCE WITH LAW. 11
14. INDEPENDENT CONTRACTORS. 11
15. INDEMNIFICATION / INSURANCE. 11
16. DEFAULT; REMEDIES. 13
17. COSTS AND ATTORNEYS' FEES. 14
18. INTERPRETATION. 14
19. WAIVER OF OBLIGATIONS 15
20. SEVERABILITY 15
21. BROKER 15
22. TRADEMARKS. 15
23. NOTICES 16
24. MISCELLANEOUS 17

Exhibit A Development Information
Exhibit B Development Area
Exhibit B1 Map of Development Area
Exhibit C Guaranty and Assumption of Franchisee's Obligations
Exhibit D Addendum to Development Agreement – Development Incentives
Exhibit E Addendum to Development Agreement – Assign Lease
Exhibit F Addendum to Development Agreement – Site Due Diligence
Exhibit G Addendum to Development Agreement – JIB Constructs

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is dated , , and entered into in the City of San Diego, State of California, by and between DIFFERENT RULES, LLC, a Delaware limited liability company, having its principal place of business at 9357 Spectrum Center Blvd, San Diego, California 92123 ("Company") and , whose address is ("Developer"), who agree as follows:

1. <u>RECITALS</u>. This Agreement is made and entered into with reference to the following facts and circumstances:

A. Company is the owner of the name Jack in the Box® and certain other service marks, trademarks, names, logos and commercial symbols which are authorized for use from time to time in connection with the *Jack in the Box* restaurants (the "Marks").

B. Company has expended time, effort and money to develop a distinctive restaurant format and operating system utilizing specialized and unique techniques, knowledge, expertise, skill and proprietary information. The restaurant format and operating system includes but is not limited to, management and operating systems and controls and uniform standards, specifications and procedures for the purchase, preparation and sale of food and beverage products and the operation of quick service restaurants, and a distinctive building design, decor and color scheme (the "System").

C. The System includes, among other things, the following elements, all of which may be deleted, changed, improved or further developed by Company from time to time: (a) know-how, specifications, methods and procedures for the content, preparation, marketing and sale of food and beverages which are described in operating manuals for *Jack in the Box* restaurants and in other written materials; (b) plans and specifications for distinctive, standardized premises and interior and exterior formats, styles, designs, decors, fixtures, equipment, layouts and signs which are described in operating manuals for *Jack in the Box* restaurants and other written materials; and (c) a public image that each *Jack in the Box* restaurant is a unit in an established quick service restaurant system and that all *Jack in the Box* restaurants are operated with high standards for product quality and service and aesthetic effect of the restaurant premises.

D. Company operates and grants franchises to operate restaurants known as *Jack in the Box* restaurants using the System and the Marks.

E. Developer recognizes the uniqueness, confidentiality and value of the System and the advantages and benefits which may be obtained by using the System and the Marks in the operation of *Jack in the Box* restaurants and desires to acquire rights to develop, and acquire franchises to operate, *Jack in the Box* restaurants.

F. Developer has submitted written information to Company to induce Company to enter into this Agreement, including, but not limited to, an Application

Package, together with any material changes therein, and it is understood that Company is relying on all such information in entering into this Agreement.

G. Developer represents and warrants that all Owners (as defined in this Section 1.H.) have executed, simultaneously with Developer's execution of this Agreement, the form of Guaranty and Assumption of Franchisee's Obligations (Attachment C). "Owner" means each person or entity that has any indirect or direct equity interest in Developer.

H. In consideration of the foregoing, and the mutual covenants contained in this Agreement, the parties now desire to enter into this Agreement upon the terms and provisions set forth below.

2. DEFINITIONS OF TERMS. As used in this Agreement, the following terms shall have the meanings defined in this Section unless a different meaning is plainly required by the context:

A. "Affiliates" shall include people, partnerships, corporations or other legal entities that directly or indirectly own or control Developer or Company, and partnerships, corporations or other legal entities that are directly or indirectly owned or controlled by Developer or Company, and all officers, directors, agents and employees of Developer or Company.

B. "Compliance Date(s)" shall mean the dates described on Exhibit A, attached hereto and incorporated herein by this reference.

C. "Development Rights" shall mean the right to construct one or more *Jack in the Box* restaurants within the Development Area and enter into "Franchise Agreement(s)" (as defined below) to operate such restaurants, subject to the terms and conditions of this Agreement.

D. "Development Area" shall mean the area described on Exhibit B, attached hereto and incorporated herein by this reference.

E. "Developed Restaurant(s)" shall mean the *Jack in the Box* restaurants to be developed pursuant to this Agreement.

F. "Effective Date" shall mean the date upon which Company signs this Agreement.

G. "Fast Food Restaurant" shall mean a restaurant offering prompt service from a limited menu and selling food and beverage products for consumption at or from the premises of the restaurants.

H. "Owner(s)" shall mean the owner(s) of Developer if Developer is or becomes (through an approved assignment under Section 11 below) a partnership,

limited liability company or corporation, and shall include all shareholders, general or limited partners, or members of such entity.

3. GRANT OF RIGHTS.

A. In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Until such time as this Agreement expires or is terminated, Company will not grant new *Jack in the Box* franchises to any person or entity other than Developer for the operation of, nor will Company open, any new *Jack in the Box* restaurant within the Development Area; however, if Company or any other franchisee already operates one or more *Jack in the Box* restaurants within the Development Area, Company shall have the right to: (i) continue to operate (and allow franchisees to operate) any such currently existing locations; (ii) grant a franchise for the operation of those restaurants to a franchisee other than Developer; or (iii) develop and open, or allow a franchisee to develop and open, an offset restaurant to replace any such existing location(s). Company also reserves the right to grant franchises for the operation of, or to itself operate restaurants, other than *Jack in the Box* restaurants, within the Development Area

<***Developer is not granted any exclusive area***-OPTIONAL>.

[IF NON-EXCLUSIVE, DELETE SECTION 3.A AND REPLACE WITH: In reliance upon the commitments made by Developer in this Agreement, Company grants to Developer the Development Rights, subject to the terms and conditions of this Agreement and the Franchise Agreement which must be entered into for the restaurant pursuant to Section 9 hereof. Developer is not granted any exclusive area.]

B. This Agreement is not a Franchise Agreement and does not grant to Developer any right to use the System or the Marks; any such rights will be acquired, if at all, only under and in accordance with the terms and conditions of Franchise Agreements entered into with Company.

4. TERM. Subject to the termination provisions contained in this Agreement, the term of this Agreement shall commence on the Effective Date and expire on the last Compliance Date listed on Exhibit A.

5. DEVELOPMENT FEE. In consideration of the rights granted herein, Developer shall pay to Company, concurrently with the signing of this Agreement, a development fee as set forth in Exhibit A ("Development Fee"). The Development Fee paid by Developer to Company shall be nonrefundable and shall be deemed fully earned by Company when paid. Company will credit the applicable pro-rated portion of the

Development Fee against the franchise fee due under each Franchise Agreement for the Developed Restaurant(s).

6. <u>OPERATOR</u>. Developer hereby designates ("Operator") to be responsible during the term of this Agreement for supervising the development and operation of the Developed Restaurants and to act as Company's principal contact with Developer. Company may communicate with and give notice to Developer through the Operator. The Operator shall have authority to represent Developer and enter into agreements and modifications of agreements on behalf of Developer and bind Developer to such agreements and modifications.

If Developer is not an individual, the Operator shall, throughout the term of this Agreement, maintain the required percentage ownership of Developer. Additionally, Operator shall at all times maintain the same percentage ownership interest in all Franchise Agreements to be signed hereunder, free and clear of all mortgages, pledges, liens, security interests and other encumbrances.

Developer agrees to cause the Operator to maintain actual involvement in the operations of the Developed Restaurants and to devote the best efforts of Developer to the restaurant operations and the success thereof.

7. <u>DEVELOPMENT REQUIREMENTS</u>.

A. Developer agrees to cause the Developed Restaurants to be open and in operation on or before the applicable Compliance Dates. In addition, Developer agrees to obtain: (i) expansion approval, if Developer is an existing Jack in the Box franchisee ("Expansion Approval"); (ii) site approval ("Site Approval"); and (iii) lease approval if the site on which a Development Restaurant is located is leased from a third party ("Lease Approval"), as detailed in Section 8, below.

[OPTIONAL: To assist Developer in meeting the obligations under this Agreement, Company has identified a site that may be appropriate for development as a Jack in the Box restaurant and Company shall make such site available to Developer and Developer shall undertake acquisition and development of such site in accordance with the provisions of the attached Addendum, which shall supplement and control the parties' duties and obligations regarding acquisition and development thereof.]

Once Expansion Approval, Site Approval, Lease Approval, and all required permits have been obtained, Developer shall diligently pursue construction of each of the Developed Restaurants to ensure the Developed Restaurants open at the earliest reasonable time, but in any event on or prior to the applicable Compliance Date.

Developer acknowledges that time is of the essence in this Agreement. Developer timely obtaining Expansion Approval, Site Approval and Lease Approval, and constructing and opening the Developed Restaurants are of material importance to

Company. Failure by Developer to adhere to open the Developed Restaurants on or before the Compliance Dates, shall constitute a default under this Agreement as provided in Section 16 below.

B. If any opening is delayed because of “Force Majeure” (as defined below), then for the period of the delay in opening, up to a maximum of six (6) months following the applicable Compliance Date, the Developed Restaurant shall be deemed "open and in operation" for purposes of determining compliance with this Agreement. For the purposes of this Agreement, "Force Majeure" shall mean only acts of God, strikes, embargoes, war or riot.

C. The Developed Restaurants may be closed for up to three (3) consecutive days after having been opened, and still be deemed in operation for purposes of determining whether Developer has satisfied the obligation to open on or before the applicable Compliance Date. A restaurant that is closed for more than three (3) consecutive days will not be deemed “in operation.”

8. RESTAURANT DEVELOPMENT PROCEDURE.

A. Developer agrees to apply for and obtain Expansion Approval, Site Approval and Lease Approval from Company for the Development Restaurants, as well as to satisfy any conditions to Site Approval established by Company, all of which must be accomplished before beginning the development process. Developer agrees to obtain all required Expansion Approval, Site Approval and Lease Approval in accordance with Company's then current criteria and procedures, including without limitation, submitting the then current Expansion Application and Site Acquisition Package. Such approval shall be made by Company in writing and delivered to Developer.

B. Developer shall comply with the following procedure for obtaining Expansion Approval:

(1) Before submitting a Site Acquisition Package or otherwise beginning the development of any restaurant hereunder, Developer shall apply in writing for Expansion Approval. Company will evaluate whether Developer has met Company's then-current criteria and inform Developer in writing whether or not Developer has Expansion Approval. Company reserves the right to change its expansion criteria from time to time.

(2) Failure to maintain Expansion Approval standards shall be grounds for withdrawing an Expansion Approval at any time before Developer makes a binding commitment for the acquisition of a restaurant site, provided such site has received written Site Approval as specified below. Any refusal or withdrawal of Expansion Approval shall not extend or modify the obligations of Developer set forth in the Development Requirements, the Compliance Dates, or any other provision of this Agreement.

C. Developer shall comply with the following procedure for obtaining Site Approval:

(1) For the proposed site of any Developed Restaurants, Developer shall submit a Site Acquisition Package ("SAP") in the form specified by Company with a request for Company Site Approval.

(2) Developer acknowledges that Site Approval can be granted only by means of Company's Real Estate Site Committee ("RESC") Approval Form duly signed by an authorized representative of Company and no other approval, whether oral or written, shall be effective or binding on Company. Site Approvals are valid until the expiration or earlier termination of the Development Agreement under which the Site Approval was granted, unless a shorter period is identified by Company during the Site Approval process.

(3) Company may refuse to approve a proposed site for a Developed Restaurant if it believes the potential long term sales impact on one or more surrounding restaurants is excessive. Developer acknowledges that Developer may be required to pay for one or more trade area surveys on one or more surrounding restaurants in order to provide Company with information about potential impact.

(4) Failure to obtain Site Approval shall not extend or modify the Compliance Dates, the term of this Agreement or any other provision of this Agreement.

D. If Developer leases the real property for any Developed Restaurant from a third party, Developer must use its best efforts to use Company's standard form of lease addendum. Regardless of whether Company's standard form is used, all third-party leases must include the following terms and conditions:

(1) Developer may not use the premises for the operation of any business other than a Jack in the Box restaurant.

(2) The landlord consents to Developer's use of such marks and signage as Company may reasonably require.

(3) The landlord agrees that whenever it sends any notice, lease amendment or other material document pertaining to the lease or the Premises to Developer, it will simultaneously send a copy to Company.

(4) Company has the right to enter the premises to make any modification necessary to protect its marks or to cure any default under the lease or the Franchise Agreement, including the right to enter upon expiration to de-identify the premises if Developer fails or refuses to do so.

(5) If Developer is in default under the lease, Company will have the right to cure the default, and after cure, to assume the lease and sublease the premises for all, or any part of, the term of the lease.

(6) A Memorandum of Lease will be recorded in the appropriate recorder's office in the county in which the Developed Restaurant is located.

(7) The landlord agrees to deliver to Developer a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Developer is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Developer's use and possession of the premises upon the default by landlord under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

(8) If the Developed Restaurant is located within a shopping facility or similar multi-tenant facility, the landlord shall not at any time permit or allow the tenancy or operation of any drive-through fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the premises that is owned or controlled by that landlord.

E. Developer shall not, except at Developer's own risk, enter into any legally binding commitments with vendors or property owners until Company has given Site Approval as provided herein.

F. Developer agrees to do, or cause to be done, the following, all at its own expense:

(1) Obtain the right to use the site to construct, maintain and operate *Jack in the Box* restaurants;

(2) Secure all financing required to fully develop the restaurants;

(3) Prepare and submit required Site Acquisition Package for Company approval to secure JIB Site #;

(4) Use Company approved architect to complete site-adapted project design work (related to Company provided prototypical plans);

(5) Obtain Company approvals for project plans according to Company site plan submission, review, and approval procedures;

(6) Obtain all required building, utility, sign, health, sanitation, and business permits and licenses and any other required permits and licenses;

(7) Purchase and/or lease and install all required equipment, furniture, furnishings and signs required by Company

(8) Install only Company approved finishes and décor in accordance with prototypical plans and specifications;

(9) Purchase an opening inventory of food and other supplies and materials; and

(10) Prior to, and as a condition to final sign off by Company, Developer shall provide to Company complete and accurate development cost detail with respect to each Developed Restaurant, in a format and including such information as Company may require, including, without limitation, (i) land costs (purchase price or annual leasing costs), (ii) architectural and engineering fees and costs, as well as any other fees and costs incurred for other professional advisors or consultants, (iii) fees associated with all governmental approvals and permits, (iv) construction costs, including cost of materials and any fees and costs charged by any general contractors, subcontractors, other direct contractors, kitchen equipment consolidators, sign vendors, lighting and other equipment vendors, and (v) any costs associated with the purchase and set up of small wares at the Developed Restaurant.

G. Upon Developer's written request, Company will furnish standard prototypical building plans and specifications for *Jack in the Box* restaurants reflecting Company's requirements for design, decor, finishes, furnishings, furniture, layout, equipment, fixtures and signs for *Jack in the Box* restaurants as in effect from time to time. Developer must use a Company approved architect to for site-adaption, design, engineering, and permitting.

H. For each of the Developed Restaurants, it shall be the responsibility of Developer to have prepared all required construction plans and specifications that comply with applicable ordinances, building codes, Federal laws, permit requirements, and lease requirements and restrictions. If alterations of any kind are required for any reason, Developer shall submit to Company an explanation of any such changes to Company's prototypical construction plans and specifications, and the Site Plan approved by Company. Such changes must be approved by Company in writing in accordance with Company site plan submission, review, and approval procedures, but before any work is begun. Any cost, including engineering and architectural fees, incurred in obtaining Company review and approvals by the appropriate governmental authorities of the Site Plan, or other plans, specifications and layouts shall be paid by the Developer.

9. <u>OPENING OF THE RESTAURANT</u>. Following Site Approval by Company of any proposed restaurant location, Developer shall enter into the then current form of the Jack in the Box Franchise Agreement used by Company to grant franchises to operate *Jack in the Box* restaurants in the state in which the specified Developed Restaurant is located ("Franchise Agreement"), and shall pay the "Franchise Fee" (as defined in the Franchise

Agreement). Nothing in this Agreement shall be construed as obligating Company to enter into a Franchise Agreement with respect to any restaurant if Developer has not obtained Expansion Approval, Site Approval and Lease Approval in accordance with Section 8 and/or if Developer is otherwise in breach of any of its obligations under this Agreement. Developer agrees not to open a *Jack in the Box* restaurant for business until all of Developer's obligations under this Agreement have been fulfilled.

10. APPROVALS. Whenever Company's approval is required under the terms of this Agreement, that approval is solely for the purpose of furthering Company's interest in obtaining adherence to Company's image and operational requirements. Developer, Franchisee, and any agents associated with either, remain solely responsible for the costs, safety, adequacy, workmanship, design, and construction of the site, any buildings on the site, and all materials used in the construction of the improvements at the site; compliance with all laws related thereto; and all other aspects of the development process.

11. NON-ASSIGNABILITY.

This Agreement is personal to Developer. Except as provided herein, neither Developer nor any Owner shall sell, assign or otherwise transfer this Agreement or any direct or indirect right or interest in the Development Rights granted, nor permit any such assignment or transfer to occur directly or indirectly, whether by agreement or operation of law; nor pledge, mortgage, hypothecate, give as security for an obligation, or in any manner encumber any right under this Agreement or any direct or indirect interest in Developer, without the prior written consent of Company. In no event shall any assignment relieve Developer or any Owner of any obligations to Company under this Agreement unless Company shall expressly consent to such release from liability. Any purported sale, assignment, pledge, mortgage, hypothecation or encumbrance contrary to the provisions of this Agreement shall constitute a default under this Agreement and shall for purposes of any agreements with the Company, and to the extent permitted by law, be void and of no force or effect.

A. Subject to the prior written consent of Company, Developer may assign this Agreement to a corporation, partnership or limited liability company, that is not then or thereafter to be engaged in any business other than the development and operation of *Jack in the Box* restaurants and in which Owners of Developer shall own one hundred percent (100%) of the outstanding securities. Any such assignment shall not relieve any Owner of personal liability for performance of all obligations under this Agreement. No subsequent transfer or issuance of shares in such corporate assignee shall be made without Company's prior written approval. Developer or the Operator, if Franchisee is not an individual, shall, throughout the term of this Agreement, own the percentage of the voting, capital and profits interest in outstanding securities of the corporation, partnership or limited liability interests as required by Company in writing. The Articles of Incorporation and/or By-Laws, partnership agreement or limited liability agreement, or any similar formation documents, copies of which shall be provided to Company, shall at

all times reflect the restrictions contained herein, unless otherwise directed by Company; and all stock certificates, membership certificates, or other evidence of ownership shall bear on their face the following legend restricting transfer:

"Ownership of this certificate and the shares / membership interests evidenced thereby may be sold, assigned, transferred, pledged, hypothecated or otherwise alienated only under and subject to a *Jack in the Box* Development Agreement, a copy of which may be obtained from Different Rules, LLC, 9357 Spectrum Center Blvd, San Diego, California 92123."

B. At no time shall Developer be owned by more than eight (8) persons. For the purpose of determining the number of persons owning a direct or indirect interest in Developer, each individual owner of a partnership or corporation, with a direct or indirect interest in Developer, and each trustee of any trust owning a direct or indirect interest, shall be considered an Owner of Developer.

C. Any assignment of any interest in the Development Rights, including (but not limited to) assignments among Owners of Developer, shall require, among other items, (i) delivery of complete financial statements of the proposed transferee and other information satisfactory to Company; (ii) the payment by Franchisee of up to, but not exceeding, TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500) to Company (other than in an assignment by the Owners to an entity which is one hundred percent (100%) owned by the original Owners before the assignment); (iii) the signing by Developer and each Owner of a general release (in form satisfactory to Company) in favor of Company, covering (without limitation) all agreements, restaurants, transactions or occurrences of any kind before the proposed assignment, whether arising out of the development relationship or otherwise, between Developer and Company; (iv) the signing of a personal guarantee by each transferee; and such other conditions as Company may require, including, but not limited to, Company's approval of the assignee's fiscal year.

D. There are no restrictions on Company's ability to assign this Agreement; and this Agreement is fully assignable by Company, and shall inure to benefit any assignee or other legal successor to the interest of Company.

12. <u>DEATH OR INCAPACITY OF DEVELOPER</u>. In the event of the death or incapacity of Developer, Operator or any Owner (hereinafter the "deceased"), the interest of such Developer, Operator, or Owner may be transferred to the heirs or personal representative if:

A. Such person is deemed in Company's sole discretion to fulfill its requirements for developers in effect at the time of transfer and to meet any other requirements that Company shall then be generally applying; and

B. Such person agrees in writing to assume full and unconditional liability for and to perform all of the terms and conditions of this Agreement to the same extent as the deceased.

If such person is not so approved, the deceased's estate or personal representative shall use its best efforts to assign the deceased's interest in this Agreement to a person acceptable to Company within six (6) months after the date of death or incapacity of the deceased. If the deceased's interest is not conveyed to a party acceptable to Company within said six (6) months, such failure to assign shall be deemed a default hereunder and Company may, at its option, terminate this Agreement upon ten (10) days' written notice to the estate or personal representative and any remaining Owners. In the event of termination, Company shall not be obligated to refund any fees paid to it hereunder.

As used herein "incapacity" means suffering from a physical or mental impairment, or a combination of both, rendering such Developer, Operator, or Owner unable substantially to perform all of their responsibilities in connection with this Agreement which is verified by a medical authority acceptable to Company and appears reasonably certain to continue for at least one (1) year without material improvement.

13. COMPLIANCE WITH LAW. Developer shall secure and maintain in good force in its name all required licenses, permits and certificates relating to the development, construction and operation of *Jack in the Box* restaurants. Developer shall conduct the business of development, construction and operation of the Developed Restaurants in full compliance with all applicable laws, ordinances and regulations.

14. INDEPENDENT CONTRACTORS. Nothing in this Agreement shall be construed as creating a fiduciary relationship between the parties or making the parties partners, joint venturers or employees of the other, or to make either party liable for any of the debts or obligations of the other party, and Developer shall in no way be considered as an agent, employee or representative of Company in any dealings which Developer may have with third parties, and Developer shall not act for or make any representations on behalf of Company and shall have no power to contract on behalf of Company. Company shall have no liability for any excise, property or other taxes levied by any governmental tax authority upon Developer or *Jack in the Box* restaurants.

15. INDEMNIFICATION / INSURANCE.

A. Developer agrees to indemnify, defend, and hold Company harmless against, and to reimburse Company for, any and all losses, liabilities, damages (actual or consequential) and taxes, and all costs and expenses of defending any claim brought or tax levied against Company in any judicial, administrative or arbitration proceeding (including, without limitation, accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses), which Company may suffer, sustain or incur directly or indirectly out of or by

reason of, arising from or in connection with, the ownership, development or operation of *Jack in the Box* restaurants, except for damages arising directly out of Developer's proper use of Company's standards, specifications or procedures under circumstances such that Developer could not have anticipated that they would give rise to liability. Company agrees to give Developer prompt notice of any such claim made against Company and to offer Developer a reasonable opportunity to assume the defense thereof. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

B. Developer agrees to obtain and maintain insurance as follows:

(1) during the construction of the restaurants, policy(ies) of Builders' Risk Insurance for the full replacement cost of all real and personal property to be constructed. In addition, Developer will cause each contractor and subcontractor performing work to maintain the following insurance: (i) commercial general liability insurance in an amount not less than $5,000,000 combined single limit per occurrence and aggregate, written on a "per occurrence" policy form, covering bodily injury, property damage and personal injury, (ii) workers' compensation insurance as required by law and employer's liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Developed Restaurant will operate, and (iii) business automobile liability insurance, including owned, leased, non-owned and hired automobile coverage with a limit not less than $1,000,000 per accident. Company and its affiliates, and any other parties as Company may request, shall be named as “additional insureds” on all insurance required by this section (other than workers' compensation insurance), regardless of whether such insurance is provided by Developer and/or by any of its contractors and/or subcontractors.

(2) on or before signing of any Franchise Agreements, such insurance coverages as are required under the *Jack in the Box* Franchise Agreements.

C. All insurance policies required in Section 15.B. (1) and (2) above shall name Company and its affiliates, and any other parties as Company may request, as “additional insureds.” Company may update or modify the insurance requirements in the Manuals or may otherwise change or modify insurance requirements in writing by Company, at its sole discretion.

D. Developer's performance of its obligations to maintain insurance shall not relieve Developer of liability under the indemnity provision hereinabove.

E. Throughout the term of this Agreement, Developer shall deliver to Company certificates of insurance acceptable to Company (and a copy of the Developer's insurance policy(ies) if requested by Company) evidencing its compliance with this Section 15.

16. DEFAULT; REMEDIES.

A. Time is of the essence with respect to all of Developer's obligations under this Agreement. Except as otherwise provided by law, developer shall be in default under this Agreement if Developer breaches or otherwise fails to perform any of its obligations under this Agreement, including, without limitation, items (1) through (8) set forth below, and fails to cure such breach or failure within the period specified below, and if no time is specified, then within thirty (30) days after receipt of written notice. Without prejudice to any other rights or remedies that Company may have under this Agreement, at law or in equity, in the event Developer defaults, then Company shall have the right to immediately terminate this Agreement and all Development Rights granted hereunder, in which event Company shall have the unrestricted right to operate or license persons or entities other than Developer to develop and to operate one or more *Jack in the Box* restaurants within the Development Area. Company shall retain the Development Fee.

(1) Developer fails to open the Developed Restaurants on or before the Compliance Dates.

(2) Developer fails to obtain Expansion Approval, Site Approval or Lease Approval before the commencement of construction of any Developed Restaurants.

(3) Without Company's prior written consent, Developer assigns, transfers or otherwise disposes of, or attempts to assign, transfer, encumber, or otherwise dispose of this Agreement in whole or in part.

(4) Developer's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Developer by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing. This Agreement shall terminate upon this occurrence without notification to Developer as if that date were the expiration date, and Developer expressly waives all rights under the provisions of the Bankruptcy Rules and consents to the immediate termination of this Agreement. Developer agrees not to seek an Injunctive Order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining this provision.

(5) Developer shall fail to obtain or renew licenses or permits necessary for the performance of Developer's obligations under this Agreement.

(6) Developer shall fail to comply with any other terms, provisions or conditions of this Agreement, or any Franchise Agreements signed pursuant to the terms of this Agreement.

(7) Any *Jack in the Box* Franchise Agreement(s) under which Developer is an Owner or Operator are terminated.

(8) Developer is delinquent in excess of sixty (60) days in the payment of any amount due under any Franchise Agreement with Company, or is otherwise in default under any other agreement, lease, promissory note or account with Company.

B. The termination of this Agreement and the Development Rights:

(1) Shall not affect or diminish the binding force or effect of any provision of this Agreement which expressly or by implication shall come into force or continue in force after termination; and

(2) Shall not release Developer from obligations to pay any sums owed under this Agreement or to pay any franchise fees, royalties or other sums owed to Company under Franchise Agreements or other agreements, leases, notes or accounts; and

(3) Shall not in and of itself alone terminate any Franchise Agreement between Company and Developer for the operation of Jack in the Box restaurants.

C. The rights of Company hereunder are cumulative and no exercise or enforcement by Company of any right or remedy hereunder shall preclude the exercise or enforcement by Company of any other right or remedy hereunder or which Company is entitled by law to enforce. If Developer is in default under this Agreement beyond any applicable cure period, in addition to all other rights and remedies available to Company as a result of such default, including, without limitation, the right collect damages relating to such default, Company shall also be entitled to injunctive relief without posting a bond.

17. <u>COSTS AND ATTORNEYS' FEES</u>. If a claim for amounts owed by Developer to Company is asserted in any proceeding before a court of competent jurisdiction or arbiter, or if Company or Developer is required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses including reasonable accounting and legal fees.

18. <u>INTERPRETATION</u>. The Exhibits, Introduction, Definitions and Preambles to this Agreement are a part of this Agreement, which constitutes the entire Agreement of the parties (all prior representations, negotiations and agreements being merged into this Agreement), and there are no other oral or written understandings or agreements between Company and Developer relating to the subject matter of this Agreement. The headings of the several Sections and Paragraphs are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. Words of any gender used in this Agreement shall include any other gender, and words in the singular shall include the plural, where the context requires. This Agreement may be signed in duplicate counterparts, each of which shall be deemed an original.

19. WAIVER OF OBLIGATIONS. Company and Developer shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the right to demand compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Agreement before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms hereof; (ii) any failure, refusal or neglect of Company or Developer to exercise any right under this Agreement or to insist upon compliance by the other with its obligations hereunder, including, without limitation, compliance by Developer with any specification, standard or operating procedure; any waiver, forbearance, delay, failure or omission by Company to exercise any right or option, whether of the same, similar or different natures, with respect to one or more other developers, franchisees or licensees of *Jack in the Box* restaurants; or (iii) the acceptance by Company of any payments from Developer after any breach of this Agreement. The rights or remedies set forth in this Agreement are in addition to any other rights or remedies which may be granted by law.

20. SEVERABILITY. Company and Developer agree that if any of the provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against Company or Developer. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, Company and Developer shall negotiate to amend this Agreement to provide substantially the same obligations and benefits for each as originally provided. If the parties are unable to agree on such an amendment, either may terminate this Agreement upon written notice to the other.

21. BROKER. Developer warrants that Developer has not appointed and does not contemplate appointing any broker, agent or other person who would be entitled to a fee or commission upon the signing of this Agreement. Developer agrees to hold Company safe and harmless from any fee or commission claimed by any person purporting to act for or on Developer's behalf. Nothing in this Agreement shall be construed as prohibiting either party from employing attorneys, accountants or patent or trademark agents to advise and carry out professional services on its behalf.

22. TRADEMARKS. Developer acknowledges Company's absolute right to the Marks (registered and unregistered) and disclaims any right or interest therein or to the goodwill attaching thereto. Developer agrees that any rights, privileges and benefits, legal or otherwise, resulting from the use of any of the Marks or other Company names, slogans and symbols shall inure to Company only.

Neither Developer nor any company controlled by Developer shall at any time during the term of this Agreement or thereafter use any of the Marks except as authorized in writing by Company nor shall Developer or any company controlled by Developer at any time question, deny or dispute the validity, right, title or interest of Company in and to

the Marks or any of Company's registrations thereof. Except as may be expressly authorized by Company, Developer shall not incorporate or form or cause to be incorporated or formed any company or unincorporated body of persons with a name which includes any reference to any of the Marks or the name Company or any variations or abbreviations or any words confusingly similar.

Some of the Marks have been registered in the United States Patent and Trademark Office; however, Company makes no express or implied warranty with respect to the validity of any of the Marks. Developer acknowledges Developer's understanding that Developer will be conducting business pursuant to Franchise Agreements entered into with Company, using some Company Marks which have not been registered and that registration may not be granted for the unregistered Marks and that some of the Marks may be subject to use by third parties unauthorized by Company.

Developer shall immediately notify Company of any infringements or imitations of the Marks or the System, or of any challenges to Developer's use of any of the Marks or the System. Company shall have the sole discretion, at its expense, to take such action as it deems appropriate to prevent unauthorized persons from using the Marks. If requested by Company, Developer agrees to join and assist Company in any action relating to the right to use or the validity of the Marks, and Company agrees to indemnify Developer for reasonable costs and expenses necessarily incurred in assisting Company in such action. Developer shall not institute any legal action or other kind of proceeding based upon the trademarks which Developer is licensed to use under this Agreement without the prior written approval of Company.

23. NOTICES. All notices, reports and other information permitted or required to be delivered hereunder shall be in writing and shall be hand delivered or sent by registered mail, return receipt requested, postage fully prepaid, or by national overnight carrier that provides a receipt addressed to:

Different Rules, LLC:	DIFFERENT RULES, LLC 9357 Spectrum Center Blvd San Diego, CA 92123 Attention: Legal Dept./Store #____
Developer:	_____ _____ _____

Addresses may be modified from time to time by either party by written notice to the other party. Notices which are sent by mail shall be deemed delivered on the earlier of actual receipt or delivery to the address specified as evidenced by the return receipt. Notices sent by email or comparable electronic system shall be effective on the business day following the day they were sent.

24. MISCELLANEOUS.

A. This Agreement shall become valid when signed and accepted by Company at San Diego, California. The laws of California shall apply to any claim or controversy regarding the making, entering into, performance, or interpretation of this Agreement, without giving effect to any conflict-of-law rules of such jurisdiction. If, however, any provision of this Agreement would not be enforceable under the laws of California, Developer is located outside of California, and such provision would be enforceable under the laws of the state in which Developer is located, then such provision shall be interpreted and construed under the laws of that state.

B. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties relating to the subject matter hereof and supersede any and all prior negotiations, understandings, representations, and agreements regarding that subject matter. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

C. Venue and jurisdiction of any suit arising hereunder shall lie within the courts of the State of California located in San Diego, California or within the courts of the United States of America located within the Southern District of California.

D. This Agreement may only be modified by a written instrument signed by the parties.

DEVELOPER:

<insert name of Developer>

By:_____

Name:_____

Its:_____

Date:_____

By:_____

Name:_____

Its:_____

Date:_____

COMPANY:

DIFFERENT RULES, LLC, a Delaware limited liability company

By:_____

Name:_____

Its:_____

Date:_____

EXHIBIT A

Development Information

Development Fee: $_____
[Existing Franchisees: $10,000 per Restaurant; New Franchisees: $50,000 for First Restaurant and $10,000 for each Additional]

Development Schedule					
Rest. No.	**Development Fee**	**Development Fee Payment Due Date**	**Remaining Fee**	**Remaining Fee Payment Due Date**	**Date Required to Open By:**
1					
2					
3					
TOTALS	**$0.00**		**$**		

EXHIBIT B

Development Area
[Map to be provided on Exhibit B-1]

[IF NON-EXCLUSIVE, DELETE THIS PARAGRAPH]
The Development Area is described on Exhibit B-1 attached hereto and incorporated herein by this reference. Except as expressly described in this Exhibit B, Developer acknowledges and agrees that Developer has not been granted protected rights within the Development Area and will not have the exclusive right to develop restaurants within such Development Areas.

EXHIBIT B-1

DMA: _____

The development area under this Agreement will be comprised of the _____ ***<INSERT NUMBER OF MP IN PREVIOUS BLANK>*** market points ("MP(s)") within the Designated Market Area ("DMA") of _____.

Rest No.	Site #	MP #	Address/Intersection	City	State	DMA
1						
2						
3						

Each MP identified above and added to the Development Schedule as shown on Exhibit "A" will have a one mile radius within which Developer will be granted protected Development Rights, provided, however, that (i) such territorial protection will terminate in the event Developer fails to meet its obligations under this Agreement or any other agreement to develop restaurants within the Development Area; and (ii) Developer understands and acknowledges that certain nontraditional locations within the Development Area are excluded from the Agreement as they may be more appropriately developed by Company, or by a company that specializes in institutional foodservice operations or has exclusivity rights or master lease rights. The term nontraditional location includes, but is not limited to, airports, train stations, bus stations, stadia, arenas, other sports facilities, hotels, resorts, convention centers, military facilities, schools, colleges, universities, hospitals or medical facilities, amusement parks, recreational theme parks, racetracks, motorsports parks, raceways, speedways, museums, galleries, theaters, entertainment facilities or venues, other performative facilities, tourist centers, business or industrial food service venues, venues in which food service is or may be provided by a master concessionaire or contract foodservice provider, public transportation facilities, government facilities, shopping and outlet malls, Indian reservations, casinos, and similarly situated sites; but does not include c-stores, travel plazas or dark / ghost kitchens. Notwithstanding any provision of the Agreement to the contrary, at any time, Company may develop and operate, or franchise others to develop and operate, Jack in the Box® restaurants at such sites whether or not the sites are located within the Development Area. The development and operation of such sites by Company and/or other developers shall not constitute a violation of the Agreement. If Company permits Developer to develop such a site, that site will not count toward the development obligations under the Agreement.

EXHIBIT C

GUARANTY AND ASSUMPTION OF
FRANCHISEE'S OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF DEVELOPER's OBLIGATIONS ("Guaranty") is given this _____ day of _____, 20__, by the undersigned.

DEVELOPER: , a limited liability company/corporation

Date of Development Agreement: _____, 20__

In consideration of, and as an inducement to, the execution of the above-mentioned *Jack in the Box*® Development Agreement (the "Agreement") by Different Rules, LLC ("Company"), each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors") hereby personally and unconditionally: (a) guarantees to Company, and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Developer shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and other obligations, including without limitation, the obligation to pay costs and legal fees as provided in the Agreement and the obligation to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including without limitation the provisions of the Agreement relating to competitive activities.

Each Guarantor waives:

1. acceptance and notice of acceptance by Company of the foregoing undertakings; and

2. notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

3. protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

4. any right he may have to require that an action be brought against Developer or any other person as a condition of liability; and

5. all rights to payments and claims for reimbursement or subrogation which he may have against Developer arising as a result of his execution of and performance under this guaranty by the undersigned (including by way of counterparts); and

6. any and all other notices and legal or equitable defenses to which he may be entitled.

Each Guarantor consents and agrees that:

1. his direct and immediate liability under this guaranty shall be joint and several not only with Developer, but also among the Guarantors; and

2. he shall render any payment or performance required under the Agreement upon demand if Developer fails or refuses punctually to do so; and

3. such liability shall not be contingent or conditioned upon pursuit by Company of any remedies against Developer or any other person; and

4. such liability shall not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Agreement or by any extension of time, credit or other indulgence which Company may from time to time grant to Developer or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable throughout the term of the Agreement and for so long thereafter as there are any monies or obligations owing by Developer to Company under the Agreement; and

5. the written acknowledgment of Developer, accepted in writing by Company, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Developer shall be conclusive and binding on the undersigned as guarantors.

If Company is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Company for any of the above-listed costs and expenses incurred by it.

This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S)

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

By: _____
Name: _____
Date: _____

EXHIBIT D

ADDENDUM TO DEVELOPMENT AGREEMENT – Development Incentives

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

1. For each of the Developed Restaurants, Developer will be offered one of the following incentive options.

OPTION A: If the Developed Restaurant is opened as a *Jack in the Box* restaurant on or before the applicable Compliance Date, and otherwise in compliance with the terms and provisions hereof: Company or one of its affiliates will make an interest free loan to Developer in the amount of $150,000.00 pursuant to the terms of promissory note in the form attached to this Exhibit D, and incorporated herein by this reference ("Note"), which shall provide, among other things, that: (i) the principal amount due under the Note will be repaid through a credit equal to 100% of the Royalties that would otherwise have been due and payable based upon Gross Sales at the Developed Restaurant until such time as the Note is paid in full; and (ii) the entire remaining principal balance of the Note shall be due and payable upon the sale or closure of the Developed Restaurant.

OPTION B / SELECT MARKET INCENTIVE: Company has created a Select Market Incentive program to encourage expansion of the Jack in the Box® franchised system. Developer committed to open at least three (3) new restaurants in a market that has been determined by Company, in Company's sole discretion, to meet criteria for under penetrated markets that may have operational and other costs that are higher than average for other franchisees ("Select Market"). Company may in its sole discretion modify the determination of such Select Markets at any time. Company has determined that the Restaurants are eligible for the Select Market Incentive. If the program criteria are satisfied, the Franchise Agreement for each Developed Restaurant will be modified to provide that, for Gross Sales at the Franchised Restaurant for the period beginning [DATE OF FRANCHISE AGREEMENT], and continuing until [YEAR 5], the Royalty payable under the Agreement shall be equal to 2% of Gross Sales; and for Gross Sales at the Franchised Restaurant for the period beginning [YEAR 5], and continuing for the remainder of the term of the Franchise Agreement, the Royalty payable under the Agreement shall be equal to 5% of Gross Sales.

DEVELOPER:

_____

Date:_____

DIFFERENT RULES, LLC

By:_____
Its:_____
Date:_____

Attachment to Exhibit D

Development Incentive Promissory Note

$150,000.00 Date: _____

San Diego, California
JIB Site No. _____

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand, or order to _____ a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of $150,000.00, without interest except as noted below. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the development of the restaurant business referenced above ("Restaurant").

The principal amount due under this Note will be repaid through a credit by Lender equal to 100% of the Royalties that would otherwise have been due and payable by Borrower in accordance with the Franchise Agreement between Borrower and Lender for the Restaurant ("Franchise Agreement"), based upon "Gross Sales" (as defined in the Franchise Agreement) at the Restaurant, until such time as this Note is paid in full.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted for, charged, taken, reserved or received with respect to this Note, or if acceleration of the maturity of this Note or if any prepayment by Borrower results in Borrower having paid any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of the Franchise Agreement or that certain Lease Agreement between the parties hereto, or with Lender's affiliate or parent, and pertaining to the Restaurant ("Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Franchise Agreement or Franchise Lease Agreement, or under any other document, instrument, note, or other agreement among the parties hereto, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

_____
a[state] [type of entity]

By:_____
Its:_____

EXHIBIT E

ADDENDUM TO DEVELOPMENT AGREEMENT - Assign Lease

[To be used for any Developed Restaurant where Company will assign its interest in the Master Lease to Developer and obtain a release of the obligations thereunder]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____, ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____ (collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"). Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into that certain Real Estate Purchase Contract and Receipt for Deposit, dated _____ [or Lease, dated _____] ("____ Contract"), with the owner of Site No. ____ ("____ Owner"), pursuant to which Company has agreed to purchase [lease] Site No. ____. Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; (vi) current development cost estimates; and (vii) a copy of the ____ Contract. Company makes no warranties or representations regarding such materials, and Developer shall be responsible to perform its own due diligence with respect to Site No. ____. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding Site No. ____, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Contract. If, despite Developer's best efforts, the ____ Contract is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect

to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Exhibit A of the Agreement.

3. Among other items, the ____ Contract contains terms which Developer is obligated to perform, at Developer's sole cost and expense. Notwithstanding the fact that Company has executed the ____ Contract, Developer hereby acknowledges and approves the specific terms and provisions of the ____ Contract. Concurrently with execution of this Agreement, Company and Developer shall execute a separate Assignment in the form attached to this Exhibit E, and incorporated herein by this reference, pursuant to which Company shall assign its rights and delegate its duties under the ____ Contract to Developer, and Developer shall assume the obligations of the buyer [tenant] thereunder, and agree to abide by all of the terms and provisions of the ____ Contract, including, without limitation, the following: _____. Upon such assignment, Company will be released from any further duties or obligations under the ____ Contract.

Developer will use best efforts to satisfy and(or) waive all of the contingencies set forth in the ____ Contract and shall adhere to the timing and contingency timeframes set forth in the ____ Contract and in this letter agreement. Upon satisfaction of the contingencies set forth in the ____ Contract, Developer will waive the contingencies set forth in the ____ Contract, pull any and all required permits for the construction of all buildings and improvements to be located on Site No. ____, and proceed to close escrow for the acquisition of Site No. ____. Thereafter, Developer shall construct all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. All permits shall be issued in the name of Developer. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the buyer under the ____ Contract, and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments relating thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, (i) any deposits, reimbursements, or other payments due the ____ Owner pursuant to the ____ Contract; and (ii) any fees payable to third party consultants for services rendered in connection with the acquisition, investigation and development of Site No. ____, whether engaged by Company or by Developer. Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s). Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Contract, but in any event in compliance with the schedule set forth in Section 7.A. of the Agreement. Immediately upon completion of construction of the improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement for Site No. ____, which will be effective upon commencement of business at Site No. ____ and shall have a term of twenty (20) years. Upon execution of such Franchise Agreement, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an “AS IS” basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, or the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all “Claims” (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors,

representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, “Claims”), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein by Developer and(or) any change or modification of the plans by Developer, or the construction of the improvements by Developer at Site No. ____.

Developer:

_____

Different Rules, LLC

By: _____

Title: _____

Attachment to Exhibit E

ASSIGNMENT OF LEASE

THIS ASSIGNMENT is made effective as of _____, by and between JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company, [or JACK IN THE BOX INC., a Delaware corporation] whose business and post office address is 9357 Spectrum Center Blvd, California 92123 ("Assignor"), and _____, whose business and post office address is _____("Assignee"), who agrees as follows:

WITNESSETH

That the Assignor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Assignor paid by the Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained and on the part of the Assignee to be faithfully kept and performed, does hereby sell, assign, transfer, set over and deliver unto the Assignee all of the right, title and interest of the Assignor in and to that certain [Real Estate Purchase Contract and Receipt for Deposit, dated _____, by and between _____, as seller ("Seller"), and Assignor, as buyer ("Purchase Agreement") OR Lease, dated _____, by and between _____, as landlord ("Landlord"), and Assignor, as tenant ("Lease")]. Pursuant to the [Purchase Agreement/Lease], Assignor has agreed to [buy/lease] that certain real property located at _____, as more particularly described in therein ("Property").

The foregoing assignment shall be subject to the observance and performance by the Assignee of all of the covenants and conditions contained in the Purchase [Agreement/Lease], which according to the terms and provisions thereof, are or ought to be observed and performed by the [buyer/tenant] therein named.

The Assignee hereby assumes the obligations of the [buyer/tenant] under the [Purchase Agreement/Lease] and shall, as of and from the date hereof, faithfully observe and perform all of the covenants and conditions contained the [Purchase Agreement/Lease] which are or ought to be observed and performed by the [buyer/tenant] therein named, and will at all times hereafter indemnify, defend and save the Assignor harmless from and against any and all claims, demands, actions, losses, liabilities, costs and expenses of any kind whatsoever, including without limitation, attorneys' fees and costs, arising out of or resulting directly or indirectly from the breach or nonobservance of the covenants and conditions contained in the [Purchase Agreement/Lease]. Assignee shall not amend, modify or extend any of the provisions or conditions of the [Purchase Agreement/Lease] without the prior consent of Assignor.

The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective heirs, personal representatives, successors and permitted assigns.

This document may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed these presents effective as of the day and year set forth above.

Assignor:

JACK IN THE BOX PROPERTIES, LLC, a Delaware limited liability company

By:_____
Its:_____

[or JACK IN THE BOX INC., a Delaware corporation

By:_____
Its: _____]

Assignee:

_____

By execution below, _____ ("[Seller/Landlord]"), consents to the assignment and assumption set forth above, and agrees that, effective as of the date hereof, Assignor is hereby fully and forever released, acquitted and discharged from any and all duties, liabilities or obligations under the [Purchase Contract/Lease].

[Seller/Landlord]

_____

EXHIBIT F

ADDENDUM TO DEVELOPMENT AGREEMENT - Site Due Diligence

[To be used for any Developed Restaurant where Company will perform Due Diligence and turn the site over to Developer to complete construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail.

A. Developer agrees to use best efforts to develop JIB Site No. ____, located at _____ ("Site No. ____"), including, without limitation, obtaining Site Approval, Expansion Approval and Lease Approval, if applicable. Developer acknowledges and agrees that any failure to use such best efforts may result in serious and substantial damages to Company, which would be recoverable against Developer, notwithstanding any other provision of the Agreement or this Addendum. Developer agrees and acknowledges that the following provisions shall apply with respect to the development of Site No. ____:

1. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this letter is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that: (a) Company shall then have the right to either develop and operate Site No. ____ itself, develop Site No. ____ and sell the completed restaurant to another franchisee to operate, or present such site to another franchisee for development; and (b) in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

2. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Developer shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith. All permits shall be issued in the name of Developer, and Developer shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Developer's sole cost and expense. Developer shall construct such buildings and improvements in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes, and shall comply, at Developer's sole cost and expense, in all respects with the requirements and obligations of the tenant under the ____ Underlying Lease and Developer shall contract directly with vendors approved by Company for the acquisition and installation of the restaurant equipment required to operate Site No. ____, at Developer's sole cost and expense. Developer shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment, all at Developer's sole cost and expense. Developer shall engage a contractor approved by Company, and shall also enter into a separate agreement with an architect to provide any necessary services throughout the construction process. In the event Company has previously entered into an agreement with an architect for the site, to the extent permissible under such agreement, Company shall assign its rights and delegate its duties thereunder to Developer.

3. Developer shall be granted access for the purpose of performing the construction and other development activities described in this Addendum ("Development Activities"), at Developer's sole cost and expense. Developer assumes all risk associated with the performance of the Development Activities, and shall indemnify, defend and hold Company and its agents, representatives, assigns, employees, officers and directors, harmless from and against any and all claims, demands, actions, judgments, losses, liabilities, costs or expenses of any kind, including without limitation, attorney's fees and costs, incurred or arising directly or indirectly out of or in connection with the performance of the Development Activities or the entry onto Site No. ____. In no event shall Company

or Company's insurance carrier be liable for any loss, cost, damage or expense arising out of death of or injury to persons, or loss of or damage to property caused by or resulting from any acts or omissions of Developer or its servants, employees and/or agents. Prior to entering onto Site No. ____, Developer shall obtain all insurance coverage required under Company's standard Franchise Lease and shall provide Company with certificates of insurance such indicating such coverages.

4. In any event, whether or not Developer acquires Site No. ____ and develops a Jack in the Box restaurant thereon, Developer shall reimburse Company for any and all costs and expenses, including, without limitation, any and all taxes or assessments related thereto and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall also be responsible for all subsequent costs and expenses in connection with the acquisition, investigation and development of Site No. ____, including, without limitation, any deposits, reimbursements, or other payments due the ____ Master Lessor pursuant to the ____ Underlying Lease. In addition to any and all out of pocket costs and other expenses, and any internal overhead or other charges, incurred by Company in connection with the acquisition, investigation and development of Site No. ____, Developer agrees that it shall also pay Company the additional sum of $25,000.00 to compensate Company for services rendered in connection with the development of Site No. ____ ("Due Diligence Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation and development of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Due Diligence Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Agreement. Developer shall be responsible for all such reimbursements, costs and expenses, even if Developer ultimately does not develop Site No. ____.

5. As required pursuant to the Agreement, Developer must obtain Site Approval (including, without limitation, satisfaction of all conditions thereto), Expansion Approval and Lease Approval, if applicable, with respect to Site No. ____. Developer shall comply in all respects with all Site Approval and development requirements established from time to time by Company, including, without limitation, those set forth in the Agreement.

6. Developer will construct all necessary improvements and commence business operations at Site No. ____ as soon as possible following waiver of the contingencies under the ____ Underlying Lease, but in any event on or before the Compliance Date. Immediately upon completion of construction of the ____ Improvements by Developer, or earlier as may be required by either party, Company and Developer shall execute a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For

example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Upon execution of such franchise documents, Developer will pay the franchise fee of $50,000.00, as outlined in the Franchise Agreement, and shall otherwise comply in all respects with the obligations set forth therein. The franchise, royalty and marketing fees will be charged as set forth in the Franchise Agreement.

B. Developer agrees and acknowledges that any construction plans provided by Company for Site No. ____ have been prepared by architects hired by Company, and are being provided for use by Developer in obtaining the permits and constructing the improvements at such sites strictly on an "AS IS" basis. Company makes no warranties or representations of any kind whatsoever with respect to any such plans, the appropriateness thereof or of any materials referenced therein, and by execution hereof, Developer: (i) releases Company from any and all "Claims" (as defined below) with respect to the plans and (or) the accuracy or completeness thereof, or the appropriateness thereof or of any materials referenced therein; and (ii) shall indemnify, defend and hold Company and its employees, officers, directors, agents, successors, representatives and assigns harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses of any kind, including, without limitation, attorney fees and costs (collectively, "Claims"), incurred directly or indirectly in connection with or as a result of the use of the plans or the materials referenced therein and(or) any change or modification of the plans, or the construction of the improvements at Site No. ____ by Developer.

Developer: Different Rules, LLC

_____ By: _____

Title: _____

EXHIBIT G

ADDENDUM TO DEVELOPMENT AGREEMENT – JIB Constructs

[To be used for any Developed Restaurant where Company will build the restaurant and turn it over upon completion of construction]

This Addendum ("Addendum") is incorporated into that certain Development Agreement, dated _____ ("Agreement"), by and between Different Rules, LLC, a Delaware limited liability company (hereinafter "Company"), and _____(collectively, "Developer"). Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Agreement. In the event of any conflict between the terms and provisions of this Addendum and the Agreement, the terms and provisions of this Addendum shall prevail. Company and Developer agree and acknowledge that the following provisions shall apply with respect to the development of Site No. ____, located at _____ ("Site No. ____"):

1. Developer shall obtain Expansion Approval in connection with its intended operation of Site No. ____.

2. Company, or its parent, subsidiary, or affiliate (which, for the purposes of this Addendum shall also be referred to as Company), has entered into a Lease, dated _____, as amended ("____ Underlying Lease"), with the owner of Site No. ____ ("____ Master Lessor"). Under separate cover, Company will deliver to Developer all of the underlying due diligence materials in its possession associated with the Site No. ____, including, without limitation, (i) a soils report; (ii) an environmental site assessment; (iii) a current site plan; (iv) a set of construction plans; (v) the latest title information in Company's possession; and (vi) a copy of the ____ Underlying Lease, with amendments. Company makes no warranties or representations regarding such materials. By execution hereof, Developer acknowledges receipt and approval of such materials, agrees that, except as expressly provided herein, Company shall be under no obligation to obtain or provide to Developer any additional reports or information regarding the Site, and acknowledges that the agreement contained in this Addendum is subject and subordinate to the provisions of the ____ Underlying Lease. If the ____ Underlying Lease is terminated for any reason prior to commencement of the term thereof, Company's obligations to Developer with respect to Site No. ____ will also terminate; provided, however, that, in any event, Developer shall continue to be obligated to comply with the schedule set forth in Section 7.A. of the Agreement.

3. Among other items, the ____ Underlying Lease will contain a number of contingencies for the benefit of Company. Company is in the process of satisfying such contingencies in the ____ Underlying Lease. Company shall continue to diligently pursue satisfaction and(or) waiver of all such contingencies; provided, however, that Company shall have the right at any time, in its sole and absolute discretion, to terminate the ____ Underlying Lease if Company determines that any contingency will not be satisfied in a

timely manner and that such action is necessary to protect its rights or otherwise prevent Company from being bound under the ____ Underlying Lease. Once Company is in position to waive any or all such contingencies, Company may (but will not be obligated to) notify Developer and seek approval from Developer for such contemplated contingency waiver, in which case Developer shall have five (5) days to approve or disapprove Company's proposed waiver of the subject contingencies. If Developer does not notify Company in writing within such five (5) day period of Developer's approval or disapproval of the contemplated contingency waiver, Developer shall be deemed to have approved the waiver of the contingencies identified in Company's notice. In any event, upon waiver of all contingencies, Company shall assume responsibility for obtaining all permits and paying any and all fees and costs associated therewith, subject to reimbursement by Developer, as described below. All permits shall be issued in the name of Company, and Company shall be responsible for pulling any and all required permits and for the construction of all buildings and improvements to be located on Site No. ____ in accordance with the permitted set of plans and specifications, at Company's cost and expense, subject to reimbursement by Developer, as described below. Company shall construct such building and improvements and install furniture, fixtures, and equipment necessary to operate a Jack in the Box® restaurant at Site No. ____. Such work shall be done in a good and workmanlike manner, in accordance with all applicable laws, rules, regulations, ordinances and codes. Company shall also be responsible for contracting directly with Company's approved sign supplier for all building and other signage, as well as with Coca Cola for the purchase and installation of beverage station equipment.

4. Developer shall reimburse Company for any and all costs and expenses incurred by Company in connection with the acquisition, investigation, development, and construction of Site No. ____, including, without limitation, (i) any and all taxes or assessments related thereto, (ii) any internal overhead or other associated charges, (iii) any deposits, reimbursements, or other payments, whether due the ____ Master Lessor pursuant to the ____ Underlying Lease, or to any other party or agency, (iv) consulting fees, engineering and design fees, costs of inspections, investigations, testing, and other due diligence matters, title and survey costs, application fees, permit and licensing fees, costs for labor and materials to construct the building and improvements, utility connection fees and charges, and (v) any and all other out-of-pocket costs and other expenses incurred by Company. Developer agrees that it shall also pay Company the additional sum of $50,000.00 to compensate Company for services rendered in connection with the acquisition, investigation, development, and construction of Site No. ____ ("Development Services Fee"). Company shall provide Developer with one or more invoices for any and all unreimbursed costs and expenses incurred by Company in connection with the acquisition, investigation, development and construction of Site No. ____, and Developer shall reimburse Company for such costs within thirty (30) days of its receipt of such invoice(s); provided, however, that the Development Services Fee shall be due and payable by Developer to Company concurrently with execution and delivery of this Addendum.

5. Developer will commence business operations at Site No. ____ as soon as possible following turnover of the completed restaurant by Company. Immediately upon completion of construction of the building and improvements at Site No. ____ by Company, or earlier as may be required by Company, Developer shall execute and deliver a then current form of Franchise Agreement and Franchise Lease for Site No. ____, which will be effective upon the "Term Commencement Date" of the ____ Underlying Lease (as defined therein), whether or not Developer has opened for business at Site No. ____, and shall have a term of twenty (20) years. In accordance with the provisions of the ____ Underlying Lease, the Term Commencement Date shall be _____ [For example: the earlier of (i) one hundred eighty one (181) days after the last of the contingencies to which the ____ Underlying Lease is subject have been satisfied or waived by Company, or (ii) the date upon which the restaurant opens for business]. Developer agrees that the minimum rent payable under the Franchise Lease shall be equal to (a) 105% of the minimum rent payable by Company to the ____ Master Lessor pursuant to the ____ Underlying Lease, plus (b) any percentage rent payable under the ____ Underlying Lease (estimated), which Developer acknowledges shall be equal to _____ (as such terms are defined in the ____ Underlying Lease). Franchise fees, royalties and marketing fees will be charged as set forth in the Franchise Agreement.

Developer: Different Rules, LLC

_____ By: _____

Title: _____

EXHIBIT H

AUTHORIZATION FOR PREARRANGED PAYMENTS

AUTHORIZATION FOR PREARRANGED PAYMENTS

The undersigned depositor ("Franchisee") hereby authorizes Different Rules, LLC ("Company") to initiate debit entries and/or credit correction entries to the checking and/or savings account(s) indicated below for all amounts owed by Franchisee to Company.

_____	_____
Name of Account Holder	Federal ID Number
_____	
Bank	
_____	_____
Bank Transit/ABA Number	Account Number

This authorization will remain in full force and effect until Bank has received joint written notification from Company and Franchisee of the termination of such authorization in such time and in such manner as Bank requires.

If an erroneous debit entry is initiated by Company to Franchisee's account(s), Franchisee will have the right to have the amount of such entry credited by Company against future invoices. If an erroneous debit entry exceeds $25,000, Franchisee may request that Company correct the error by wiring funds into the account within 5 days after the error is verified; alternatively, Franchisee may request a reversal of the entry by Bank and Company agrees to send to Bank a written notice identifying such entry, stating that such entry was in error and requesting Bank to credit the amount thereof to such account(s). These rights are in addition to any rights Franchisee may have under applicable federal and state banking laws.

The undersigned represents and warrants that he/she is authorized to sign this document on behalf of Franchisee and that the undersigned and Franchisee are authorized to initiate debit entries to the account referenced above for all amounts owed by Franchisee to Company.

Franchisee agrees to provide such other and additional information as Bank may require to authorize debit entries, including but not limited to written authorization of any joint account holders if the account referenced above is a joint account.

Please provide a voided check, MICR encoded slip, or a MICR Specification sheet provided by the Bank to verify the Bank Transit/ABA Number and Account Number.

DEPOSITOR:

Entity_____
By_____
Print Name_____
Title_____
Date_____

EXHIBIT I

PROMISSORY NOTE – DEVELOPMENT INCENTIVE PROGRAM

[$150,000.00]

Date: _____
San Diego, California
JIB Site No. _____

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, _____ and _____, INC., a _____ corporation (collectively "Borrower"), hereby jointly and severally promise to pay without notice or demand or order, to _____, a _____, ("Lender"), at 9357 Spectrum Center Blvd, San Diego, California 92123, or to Lender at such other place as Lender may from time to time designate in writing to Borrower, the principal sum of [$150,000.00], without interest except as noted below. Borrower acknowledges that this Note is being executed and delivered for business purposes, in connection with the development of the restaurant business referenced above ("Restaurant").

The principal amount due under this Note will be repaid through a credit by Lender equal to 100% of the Royalties that would otherwise have been due and payable by Borrower in accordance with the Franchise Agreement between Borrower and Lender for the Restaurant ("Franchise Agreement"), based upon "Gross Sales" (as defined in the Franchise Agreement) at the Restaurant, until such time as this Note is paid in full.

Borrower reserves the right at any time to prepay all or a portion of the amount due under this Promissory Note (the "Note") without penalty.

In the event any payment hereunder is not paid when due, Lender's actual damages would be impracticable or extremely difficult to determine and the following is a reasonable estimate of Lender's actual damages under such circumstances. In the event of a default in payment hereunder:

(i) Borrower agrees to pay to Lender, without notice or demand, as liquidated damages, five percent (5%) of the total amount of each payment due hereunder, which is not paid by the date upon which it is due, and

(ii) In addition to any other remedies available to Lender at law or in equity, and to the maximum extent permitted by law, if this note shall not be paid in full on or before the Due Date, any amounts remaining outstanding shall thereafter accrue interest at a default rate of 12% until paid in full.

Each payment hereunder shall be applied in the following order (a) to liquidated damages due to the date such payment is received, (b) to accrued but unpaid interest as of the date such payment is received, and (c) the balance to be applied to principal.

All amounts to be paid hereon shall be made without deduction, set off or counterclaim.

It is expressly stipulated and agreed to be the intent of Borrower and Lender at all times to comply with applicable law governing the maximum rate or amount of interest payable on or in connection with this Note. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Note or contracted for, charged, taken, reserved or received with respect to this Note, or if acceleration of the maturity of this Note or if any prepayment by Borrower results in Borrower having paid

any interest in excess of that permitted by law, then it is Borrower's and Lender's express intent that all excess amounts theretofore collected by Lender be credited on the principal balance of this Note (or, if this Note has been or would thereby be paid full, refunded to Borrower), and the provisions of this Note immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new document, so as to comply with applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder and thereunder. Any right to accelerate maturity of this Note does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Lender does not intend to collect any unearned interest in the event of acceleration. All sums paid or agreed to be paid to Lender for the use, forbearance or detention of the indebtedness evidenced hereby shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the rate or amount of interest on account of such indebtedness does not exceed the applicable usury ceiling.

Notwithstanding any other provision contained herein, in the event of a sale, assignment or other transfer by the undersigned, with or without the consent of Lender, and whether voluntary, involuntary or by operation of law, of the Franchise Agreement or that certain Lease Agreement between the parties hereto, or with Lender's affiliate or parent, and pertaining to the Restaurant ("Franchise Lease Agreement"), or if Borrower fails to pay any sum due under this Note, or fails to perform any of the terms, covenants or conditions of this Note, or otherwise defaults in the performance of its obligations hereunder, under the Franchise Agreement or Franchise Lease Agreement, or under any other document, instrument, note, or other agreement among the parties hereto, then, in addition to any other rights and remedies available to Lender, Lender may declare the entire unpaid principal balance of this Note, with all interest thereon, together with all other indebtedness owing from the undersigned to Lender represented or arising from any agreement or account between Lender and Borrower, to be immediately due and payable, without notice or demand.

The failure of Lender to exercise any option or any right to which Lender may be entitled shall not constitute a waiver of the right to exercise the option or any right in the event of any subsequent default.

If any action or proceeding arising out of this Note shall be commenced by either Lender or Borrower against the other, the prevailing party shall be entitled to recover from the losing party such amount as the court may adjudge to be reasonable costs and attorneys' fees for the services rendered to the party finally prevailing in such action or proceeding.

Notices from Lender to Borrower shall be deemed given if addressed to Borrower at _____ (or such other address as Borrower may designate in writing to Lender), and deposited in the United States Mails postage prepaid and certified. Lender or any holder hereof may rely on the foregoing address, as the same may be changed pursuant to the foregoing, as being the address of the undersigned last known to the holder thereof. The date that any notice is so deposited in the United States Mails shall be deemed to be the date that notice is given.

This Note is to be construed and enforced according to and governed by, the laws of the State of California.

This Note may not be changed or terminated orally, but only by an agreement in writing properly signed by the parties against whom such change or termination is sought.

BORROWER:

_____

LENDER:

By:_____
Its:_____

EXHIBIT J

LEASE AGREEMENT – JACK IN THE BOX FRANCHISED RESTAURANT

LEASE AGREEMENT

JACK IN THE BOX FRANCHISED RESTAURANT

THIS LEASE is made as of this day of , 20 , by and between JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation), having an office for business at 9357 Spectrum Center Blvd, San Diego, California 92123, hereinafter referred to as "Landlord" or "Company"; and , hereinafter referred to as "Tenant."

W I T N E S S E T H:

WHEREAS Company and Tenant have or prior to the commencement of the term of this Lease will have entered into a Franchise Agreement (the "Franchise Agreement") licensing Tenant to operate a JACK IN THE BOX® restaurant (the "Franchised Restaurant") using its JACK IN THE BOX Restaurant System (as that term is defined in the Franchise Agreement) on the premises to be leased hereby.

NOW THEREFORE in consideration of the covenants contained herein and the mutual execution hereof by the parties it is agreed as follows:

1. DEMISED PREMISES

Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, that certain real property situated in the City of , County of , State of , more particularly described in Exhibit A attached hereto and made a part hereof, together with all appurtenances, easements and rights of way there unto pertaining and the building and improvements thereon, subject to any easements, covenants, conditions, restrictions, encumbrances, party wall agreements, roads and highways and zoning and building code restrictions existing as of the date of commencement of the term of this Lease. The property hereby leased to Tenant is hereinafter referred to as the "Premises."

2. TERM AND COMMENCEMENT DATE

The term of this Lease shall commence, if at all, on the date (the "Commencement Date") which is the earlier of (a) the date upon which Tenant takes possession of the Premises or (b) , . Unless sooner terminated pursuant to the provisions of this Lease, this Lease shall terminate on . Tenant's obligation to pay Rent pursuant to Section 3, below, shall commence on the Commencement Date, regardless of whether Tenant has actually taken possession of the Premises or whether the Premises are ready for occupancy by Tenant as of such date.

3. RENT

Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent, Percentage Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:

A. Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord a fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.

[ALTERNATIVE PARAGRAPH A., to be used with owned sites that may be the subject of a Sale/Leaseback

Tenant covenants and agrees to pay to Landlord a fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease; provided, however, that if Company enters into a sale/leaseback transaction and as a result enters into a new "Master Lease" (as defined below), then as of the commencement of the term of such new Master Lease, Fixed Minimum Rent shall be adjusted to the greater of: (i) underlying rent payable by Company under the Master Lease; or (ii) an amount equal to 90% of trailing twelve (12) month sales at the Premises, multiplied by 9.5%. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent. Fixed Minimum Rent shall be payable for each month during the term of this Lease, regardless of the amount of Percentage Rent or Gross Sales (as those terms are hereinafter defined) for such month or for any other period.]

B. Percentage Rent

(1) Amount

In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to percent (%) of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month.

(2) Method of Calculation

(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month.

(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date.

(3) Audits

Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefore, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.

(4) Gross Sales

The term “Gross Sales” as used in this Lease shall mean all revenues derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, cash equivalent (gift certificates/stored value cards), credit, charge account, exchange or otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages, tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received or fulfilled at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore, and without allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.

C. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word “Rent” as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

D. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

E. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the “Default Interest Rate.”

F. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX PROPERTIES, LLC [OR RELEVANT LANDLORD]
9357 Spectrum Center Blvd
San Diego, CA 92123-1516
Attention: Cash Management
Site No.

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent

check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is 95-2698708.

[ALTERNATIVE RENT PARAGRAPH #1 – TO BE USED IN NEW SITE DEVELOPMENT/TURN KEY SCENARIOS

3. RENT

Tenant covenants and agrees to pay to Landlord rent consisting of Fixed Minimum Rent and Additional Rent (hereinafter collectively "Rent") as set forth more particularly below:

A. Fixed Minimum Rent

Tenant covenants and agrees to pay to Landlord the initial fixed minimum rent of $_____ per month ("Fixed Minimum Rent") in advance on or before the first day of each calendar month during the term of this Lease. Fixed Minimum Rent shall be subject to adjustment in accordance with paragraph 17 below based upon rent increases under the "Master Lease" (as defined below), including the additional 5% increase referenced in such paragraph 17. Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent.

B. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

C. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

D. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."

E. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX PROPERTIES, LLC [or relevant landlord]
9357 Spectrum Center Blvd
San Diego, CA 92123-1516
Attention: Cash Management
Site No. _____

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is 95-2698708.

[ALTERNATIVE RENT PARAGRAPH #2 – TO BE USED FOR BUILD TO SUIT ARRANGEMENTS

3. RENT

Tenant covenants and agrees to pay to Landlord "Fixed Minimum Rent" (as defined below) in accordance with the Rent Addendum attached hereto and incorporated herein by this reference.

A. Fixed Minimum Rent

Fixed Minimum Rent for any partial month during the term of this Lease shall be appropriately prorated. If the Commencement Date shall fall on a day other than the first day of a calendar month, then Tenant shall pay to Landlord, on or before the Commencement Date, a prorated portion of the Fixed Minimum Rent.

B. Percentage Rent

(1) Amount

In addition to the Fixed Minimum Rent, throughout the term of this Lease, Tenant covenants and agrees to pay to Landlord an amount ("Percentage Rent") equal to percent (%) of the Gross Sales at the Premises for each calendar month or portion thereof during such term, LESS the amount paid by Tenant as Fixed Minimum Rent during such month. [Note, Percentage Rent for these type of transactions will be 9.5% for sale/leaseback transactions OR 10.5% for ground lease transactions]

(2) Method of Calculation

(a) Within ten (10) days after the end of each calendar month during the term of this Lease, Tenant shall deliver to Landlord (i) a statement in writing, in a form approved by Landlord, of the Gross Sales for such calendar month, and (ii) payment of the Percentage Rent for such calendar month.

(b) In the event that this Lease shall terminate on a date which is other than the end of a calendar month, Tenant's statement of Gross Sales and payment of Percentage Rent for such partial month pursuant to Section 3B(2)(a), above, shall be delivered to Landlord within ten (10) days after such termination date.

(3) Audits

Landlord shall, at all reasonable times during the term of this Lease, have the right to audit, at its own expense, the financial records and books of account of Tenant. In the event that any such audit discloses that reported Gross Sales are less than actual Gross Sales, Tenant shall pay to Landlord, within ten (10) days of written demand therefore, the resulting difference in Percentage Rent, together with interest thereon at the Default Interest Rate, pursuant to Section 3E, below. In the event such audit discloses that reported Gross Sales are less than actual Gross Sales by an amount which exceeds one percent (1%), Tenant shall reimburse Landlord for all costs of the audit, including travel, lodging and wages, which are reasonably incurred by Landlord in connection with such audit.

(4) Gross Sales

The term "Gross Sales" as used in this Lease shall mean all revenues derived, directly or indirectly, from all business conducted upon, from or in connection with the Premises, whether such revenues be evidenced by check, cash, cash equivalent (gift certificates/stored value cards), credit, charge account, exchange or

otherwise, and shall include, but not be limited to, the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages, tangible property of every kind and nature, promotional or otherwise, and for services performed at the Premises, together with the amount of all orders taken or received or fulfilled at the Premises. Gross Sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided that such returned or exchanged merchandise shall have been previously included in Gross Sales. Gross Sales shall not include the amount of any sales tax imposed by any federal, state or other governmental authority directly on sales and collected from customers, provided that the amount thereof is added to the selling price or specifically absorbed therein, and actually paid by Tenant to such governmental authority. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when Tenant shall receive payment (whether full or partial) therefore, and without allowance for the collectability thereof. In addition, Landlord may, from time to time, permit or allow certain other items to be excluded from Gross Sales. In order to be effective, any such permission or allowance must be granted by Landlord in writing, and any such permission or allowance may be revoked or withdrawn at the discretion of Landlord at any time. The granting by Landlord of any such permission or allowance shall be applicable only to the items expressly specified in writing, and shall not constitute a waiver by Landlord of its right thereafter to require strict compliance with the terms hereof.

C. Additional Rent

All monetary obligations of Tenant under this Lease, including, without limitation payments for taxes and assessments, insurance, and repairs, will be considered Additional Rent for purposes of this Lease, and the word "Rent" as used in this Lease will include all such Additional Rent, unless the context specifically or clearly implies that only Fixed Minimum Rent is intended.

D. No Rent Abatement or Offset

Except as and to the extent expressly provided in this Lease, damage to or destruction of any portion or all of the buildings, structures and fixtures upon the Premises by fire, the elements or any other cause, whether with or without fault on the part of Tenant, shall not terminate this Lease or entitle Tenant to surrender the Premises or entitle Tenant to any abatement of or reduction in the Rent payable hereunder, or otherwise affect Tenant's obligations hereunder, any present or future law to the contrary notwithstanding. To the extent permitted by law, Tenant hereby waives the benefit of all rights, statutory or otherwise and whether now or hereafter in existence, to suspend the payment of Rent or offset against Rent any

costs of maintenance or repair of the Premises, or any other moneys allegedly due from, or alleged obligations of, Landlord, it being the intent of Landlord and Tenant that the provisions of this Lease shall operate to the exclusion of any such rights.

E. Interest on Past Due Rent and Other Sums

Any and all Rent hereunder and other sums that may be and become due and owing from Tenant to Landlord hereunder shall bear interest from the respective due dates thereof at the highest rate of interest permitted by law in the state in which the Premises are located, and if there is no maximum rate permitted by law, then at a per annum rate which is the higher of (a) twenty percent (20%) or (b) the prime commercial interest rate announced from time to time by Bank of America, N.T.& S.A., plus two percent (2%). The interest rate specified in this Section 3E is referred to hereinafter as the "Default Interest Rate."

F. MANNER OF PAYMENT

Tenant agrees to make all payments of Rent under this Lease to Landlord at the following address:

JACK IN THE BOX PROPERTIES, LLC [or relevant landlord]
9357 Spectrum Center Blvd
San Diego, CA 92123-1516
Attention: Cash Management
Site No.

Landlord may change its address for purposes of Rent payment from time to time by notice to Tenant. Tenant shall clearly designate (by an inscription on the rent check, or otherwise), as to each Rent payment, the Site Number for which such payment is being made. Landlord's Internal Revenue Service identifying number is 95-2698708.

4. USE OF PREMISES

Tenant shall use and occupy the Premises solely for the operation of a Franchised Restaurant in strict conformance to the standards set forth by Landlord which constitute its JACK IN THE BOX restaurant System. Tenant acknowledges that the Premises and improvements and certain fixtures and equipment thereon have been specially designed and are intended for use as a Franchised Restaurant. Tenant agrees to occupy the Premises continuously during the term of this Lease and agrees not to vacate the same. If Tenant vacates the Premises during the term of this Lease in breach hereof, Landlord shall have the right, in addition to the other rights and remedies available to Landlord upon a default by Tenant, to enter the Premises for the purpose of continuing the operation of the restaurant; remitting to Tenant only such amount that exceeds: (1) Tenant's monthly obligations for Fixed Minimum Rent and Percentage Rent, plus an additional two percent (2%) of monthly Gross Sales as overhead, and (2) all of the

operating costs Landlord may incur, and (3) any other monetary obligations owing by Tenant to Landlord pursuant to any other agreement between Landlord and Tenant.

5. CONDITION AND ACCEPTANCE OF PREMISES

Tenant acknowledges that Tenant has inspected the Premises and all improvements, signs, fixtures, plumbing, wiring, utility facilities and hook ups, lighting, heating and cooling systems, equipment, furnishings, appurtenances and other personal property (collectively, "Business Facilities") presently on or at the Premises, and has found all of them and the Premises to be in a safe, satisfactory and completed condition. Tenant accepts the Premises and the Business Facilities upon the Commencement Date in their then "AS IS" condition without any warranty by Landlord at any time, express or implied, as to their condition or fitness for any use or purpose. Tenant acknowledges that Landlord has made, and will make as of the Commencement Date, no representations or warranties as to the condition of the Premises or any of the Business Facilities, or their fitness for any particular purpose or use, either express or implied, and all such representations and warranties are hereby expressly waived by Tenant. Tenant expressly agrees that Landlord shall not be liable to Tenant for any costs, fees, losses, or damages incurred by Tenant or any damages to the Premises or any of the Business Facilities due to any patent or latent defect in the Premises or any of the Business Facilities whether arising out of any original design or construction of the Premises or the Business Facilities or otherwise. This Lease creates a landlord/tenant relationship only between the parties and no other agency, partnership or other relationship between the parties shall be created hereby, and Tenant assumes the risk of and sole responsibility for and hereby agrees to indemnify and hold harmless Landlord from any and all claims, changes, demands, actions, losses, liabilities, costs or expenses of any kind whatsoever (including, without limitation, attorneys' fees and costs), for injuries, death, loss and damage of any kind or character to person or property, by whomsoever suffered or asserted, resulting from or arising out of the condition or use of the Premises and Business Facilities, including but not limited to, the defective design or construction thereof, whether due to any latent or patent defect, or the carelessness or negligence of Tenant, during the term of this Lease or any renewal or extension thereof, except, however, when Tenant shall have given Landlord written notice of the existence of a condition for the repair of which Landlord may be responsible under the Lease (if applicable) and shall have taken all reasonable precautions to prevent the occurrence of any injuries, death, loss and damage attributable solely and directly to such defective condition. Tenant acknowledges that Tenant has had the opportunity to seek the advice of counsel as to this Lease in general and specifically as to the waivers contained in this Article 5.

6. TAXES

Beginning with the Commencement Date and throughout the term of this Lease, Tenant shall pay (and shall furnish to Landlord evidence satisfactory to Landlord of such payment), at least ten (10) days prior to delinquency, all taxes and assessments which may be levied upon or assessed against those lands comprising the Premises hereunder, and all taxes or assessments levied upon or assessed against the improvements situated

thereon, together with all taxes levied upon or assessed against the personal property located in or on the Premises, whether installed and paid for by Landlord, by Tenant, or by any other person or entity, to the end that Landlord shall not be required to pay any taxes or assessments whatsoever which may, during the term of this Lease, be assessed against or in respect of, or become a lien upon, said lands, improvements or personal property. The foregoing obligation shall include (a) any taxes occasioned by any reassessment of the Premises including such reassessments which may occur as the result of a transfer by Landlord of all or any part of its interest in the Premises; and (b) any tax which is levied or assessed against Landlord or Tenant, whether the same be called a rent tax, occupancy tax, excise tax, sales tax or otherwise. In the event that Tenant does not furnish to Landlord, at least ten (10) days prior to delinquency, evidence satisfactory to Landlord of payment of any tax required to be paid by Tenant hereunder, Landlord shall have the right (but not the obligation) to pay the same. Tenant shall reimburse Landlord, immediately upon demand as Additional Rent hereunder, for any such taxes which Landlord thus elects to pay or is required to pay and such payment and/or reimbursement shall not be excluded from Gross Sales provided, however, that any taxes or assessments which may be levied or assessed for a period beginning before the Commencement Date or ending after the termination hereof shall be prorated between Landlord and Tenant as of such date or dates. Tenant shall not be obligated to pay any federal or state income tax which may be levied or become due by reason of the rents and profits received by Landlord as a result of this Lease.

7. UTILITIES

Tenant agrees to pay all charges for water, gas, electricity, sewer charges, trash removal, driveway fees (if applicable) and other utilities and services used on, at or in connection with the Premises, as such charges become due.

8. SUBLETTING AND ASSIGNMENT

Tenant shall have no right to assign or sublet the Premises or any portion thereof nor to pledge, mortgage, hypothecate or encumber in any manner without advance written consent of Landlord, which consent shall be in the sole discretion of Landlord. In no event shall any assignment or subletting relieve Tenant of its obligations to Landlord under this Lease, regardless of Landlord's consent thereto. Any purported assignment or subletting, pledge, mortgage, hypothecation or encumbrance without the advance written consent of Landlord shall be void and of no force or effect.

9. INSURANCE AND INDEMNITY

A. Waiver of Claims; Indemnity

Tenant hereby agrees that it shall be solely responsible for all losses, damages and contractual and statutory liabilities to third persons arising out of or in connection with the possession, ownership or operation of the Premises, and for all claims or demands for damages to property, or for injury, illness or death of persons directly or indirectly resulting therefrom; and Tenant hereby waives all claims against Landlord and

its affiliates and agrees to defend, indemnify and hold harmless Landlord and its affiliates from all such losses, damages, liabilities, claims and demands, as well as any and all costs, expenses and attorneys' fees directly or indirectly resulting therefrom, unless resulting from the gross negligence or willful misconduct of Landlord. If any such claims are asserted against Landlord or its affiliates, Landlord shall notify Tenant, and Tenant may assume the defense of such claims. If Tenant fails to assume the defense, then Landlord may defend in such manner as it deems appropriate. Tenant shall reimburse Landlord for all costs, including attorneys' fees, incurred by Landlord or its affiliates in effecting such defense, in addition to any sum which Landlord or its affiliates may incur by reason of any settlement, award, or judgment. Landlord's right to indemnification hereunder shall exist notwithstanding that joint or concurrent liability may be imposed on Landlord by law.

B. Insurance

During the term of this Agreement, Tenant shall obtain and maintain in full force and effect, at his own expense, such insurance coverage as may be required of Franchisees by Landlord. Such requirements may be specified in any Franchise Agreement between Company and Tenant or otherwise provided to Tenant in writing by Company. Prior to the Commencement Date and thereafter, as requested by Company, throughout the term of this Agreement, Tenant shall furnish Company with evidence satisfactory to Company of such insurance coverages in effect in the form of Certificates of Insurance and any insurance policy endorsements required by Company, and a copy of the Franchisee's insurance policy(ies), if requested by Company. Renewal Certificates of Insurance shall be delivered to Company no later than thirty (30) days prior to the expiration date of all policies. All deductible amounts on all insurance policies required hereunder shall be disclosed in writing to and shall be subject to approval by Company and noted on the applicable Certificate of Insurance. The insurance requirements, including, but not limited to, coverages and policy limits, may be increased or modified from time to time by Company at its sole discretion. Requirements as of the date hereof are:

(1) Commercial General Liability insurance, including Products Liability coverage, and Broad Form Contractual Liability coverage, written on a “per occurrence” policy form in an amount of not less than $5,000,000 combined single limit per occurrence and aggregate. Such coverage must not contain an exclusion for occurrences arising from food borne illness and must insure the contractual liability of Tenant under Section 9A of this Lease.

(2) Business Automobile Liability insurance including “owned, leased, non-owned and hired automobile” coverage with a limit of not less than $1,000,000 per accident.

(3) Workers’ Compensation insurance as required by law and Employer’s Liability insurance with a limit not less than $1,000,000, and such other insurance as may be required by the state or locality in which the Franchised Restaurant is operated.

(4) "All Risk" property insurance covering; (a) the building including tenant improvements, furniture, fixtures, equipment, inventory and other tangible property of the Franchised Restaurant, including plate glass coverage, on a full one hundred percent (100%) repair or replacement value basis, (b) Business Interruption/ Business Income insurance (at least one (1) year of actual loss sustained), including Extra Expense insurance, so as to re-establish normal business operations, and (c) loss of rents insurance covering a minimum of twelve (12) months fixed minimum rent.

All insurance policies required hereunder of the Franchisee: (a) shall be primary and non-contributory; (b) shall be issued by an insurance company(ies) with a rating of not less than "A-VIII" in the current A.M. Best Insurance Rating Guide or approved by Company; (c) shall name Company as a loss payee on the property insurance described in subparagraph 9.B.(4) above, and all other policies shall name Company and its affiliates, and any other parties as Company may request, including, without limitation, Jack in the Box Inc., in its capacity as the Manager on behalf of Company, as "additional insureds" and shall contain an "Additional Insured-Designated Person or Organization" endorsement (or its equivalent), except workers' compensation insurance only, without any qualifying language; (d) shall provide that the insurance cannot be canceled, materially changed, or non-renewed, except upon thirty (30) days advance written notice to Company; and (e) shall contain a waiver of subrogation rights of the insurer(s) against Company, which waiver shall be effective regardless of whether any loss is caused by the act, omission or negligence of Company, and shall contain a "Waiver of Transfer Rights of Recovery Against Others" endorsement (or its equivalent).

10. REPAIR AND REPLACEMENT OF BUILDINGS

If the building and the plate glass on the Premises shall be damaged by fire or any other occurrence, Tenant shall promptly notify Landlord and Landlord will, within a reasonable time from the date of the damage or destruction, repair or replace the building in accordance with Landlord's then current design standards in effect at the time of the repair or replacement (subject to any changes in applicable codes and to Landlord's ability to obtain all necessary permits and approvals in connection with such repair and replacement) so that Tenant may continue in occupancy. All damage to plate glass shall be Tenant's sole responsibility. Landlord's obligation to rebuild or restore the building shall, however, be only to the extent of insurance proceeds recovered from the insurance required to be provided by Tenant and available to Landlord. In the event that such proceeds are not adequate for such repair or replacement, Tenant shall deliver to Landlord, in cash, the full amount of the deficiency, within thirty (30) days after delivery by Landlord to Tenant of a statement of the amount of such deficiency. In the event that Tenant fails to make payment of any such deficiency within such period, Landlord may, in its sole discretion, terminate this Lease by written notice to Tenant. Rent required to be paid pursuant to this Lease shall not abate during any period that Tenant is unable to occupy the building or the Premises. If the building cannot be replaced or repaired within a reasonable time due to the inability of Landlord to obtain necessary permits or to obtain materials and labor needed therefore, or because of strikes, acts of God or governmental or other applicable restrictions that would prohibit, limit or delay the construction, then the time for completion of the repair or replacement shall be extended accordingly. However,

in any event, if the repair or replacement of the building has not been commenced within a period of one (1) year from date of the damage or destruction, Tenant or Landlord may, at their option, terminate this Lease by written notice to the other. In the event of any damage or destruction occurring during the last five (5) years of the term of this Lease to the extent of fifty percent (50%) or more of the insurable value of the building, Landlord may, by notice to Tenant within forty (40) days after the occurrence of the damage or destruction, in lieu of repairing or replacing said building, elect to terminate this Lease as of the date of the damage or destruction.

Tenant hereby expressly waives and releases any and all claims against Landlord for damages or other relief as a result of any failure of Landlord to rebuild or restore the building in accordance with the provisions of this Section 10. Tenant understands and agrees that Tenant's sole remedy for any such failure shall be to elect to terminate this Lease. In the event the building and other improvements are not repaired, restored or replaced, for any reason, all proceeds of the fire and extended coverage insurance applicable to the building and other permanent improvements and other property of Landlord shall be paid and given to Landlord. Tenant shall execute and deliver any release or other document that Landlord may request in order to obtain the release or control of said proceeds. All proceeds of the fire and extended coverage insurance which are specifically designated by the insurer as being for the equipment and personal property of Tenant shall be paid and given to Tenant.

11. MAINTENANCE, REPAIR AND SURRENDER

Except to the extent of Landlord's obligations (if applicable) under Section 10 (REPAIR AND REPLACEMENT OF BUILDINGS) and Section 15 (EMINENT DOMAIN), Tenant shall, at its expense, (a) keep the entire Premises, Business Facilities on or about the Premises and all utility lines and facilities on or connected to the Premises at all times in good repair, order and condition; (b) replace all broken, damaged or missing fixtures, equipment, personal property, appurtenances and utility lines and facilities and (c) upon the termination of this Lease, whether by lapse of time or otherwise, surrender the Premises in good repair, order and condition, ordinary wear and tear excepted. Upon request by Landlord, Tenant shall remove all signs and other identifying features from the Premises. Tenant's obligation to make repairs to the Premises and Business Facilities shall include all repairs, whether ordinary or extraordinary, including, but not limited to, structural repairs to the building’s foundation, floors, walls and roof.

12. OWNERSHIP AND REMOVAL OF PROPERTY

All buildings and improvements and all plumbing, heating, lighting, electrical and air conditioning fixtures and equipment and all other articles of property which are the property of Landlord immediately prior to the Commencement Date are and shall remain a part of the real estate and shall be considered to be leased hereunder, saving and excepting only such personal property and trade fixtures as may be purchased by Tenant as evidenced by a written purchase agreement or bill of sale.

Any additions, replacements, alterations or remodeling of improvements on or about the Premises or other property leased hereunder shall immediately become the property of Landlord and shall not be removed by Tenant at the termination of this Lease by lapse of time or otherwise. At or prior to the termination of this Lease, whether by lapse of time or otherwise, Tenant shall remove from the Premises all of its personal property and trade fixtures and any such additions, replacements, alterations or remodeled improvements which Landlord shall require to be removed, and shall repair any damage to the Premises which may have been caused or occasioned by such removal.

13. ALTERATIONS

Tenant shall not make any change in, alteration of, or addition to any part of the Premises or improvements, fixtures or equipment therein, or remove any item or portion of the Premises or any such improvements, fixtures or equipment, without, in each instance, obtaining the prior written consent of Landlord. In any case, any such change, alteration, addition or removal shall be in full compliance with all governmental rules, ordinances, and regulations and any covenants, conditions or restrictions which are applicable to the Property. Any work or improvement, alteration or removal conducted by Tenant on or about the Premises shall be in strict compliance with plans and specifications approved in writing by Landlord, and shall be conducted only by contractors, mechanics and materialmen and with materials approved in writing by Landlord. Landlord may grant or withhold its approvals pursuant to this Section 13 in its sole discretion, and may require that Tenant furnish to Landlord, prior to commencement of any work, a completion and lien indemnity bond in form, content and amount satisfactory to Landlord.

14. LANDLORD'S RIGHT TO PERFORM FOR TENANT

If Tenant should fail to perform any of its obligations under the provisions of this Lease, Landlord, at its option, may (but shall not be required to), without waiving any default or any of the rights of Landlord hereunder, do the same or cause the same to be done. In addition to any and all other rights and remedies of Landlord, all costs incurred by Landlord in connection with such performance by Landlord shall be due as Additional Rent hereunder immediately upon demand by Landlord, together with interest thereon at the Default Interest Rate.

15. EMINENT DOMAIN

A. Entire Premises

If the whole of the Premises shall be lawfully condemned by eminent domain, or conveyed by Landlord in lieu of condemnation, for any public or quasi-public use or purpose, all rents and taxes or other charges hereunder shall be paid up to the date when the condemning authority shall take possession of the Premises and this Lease shall then terminate. Tenant hereby waives, releases, shall have no interest in, and assigns to Landlord any compensation or award for any such condemnation or

conveyance, including, without limitation, any claims for loss of good will, delay, bonus value, the value of the Premises, the lease, the building, improvements, fixtures or equipment thereon, whether or not installed or paid for by Tenant, except that Tenant shall have the right to compensation as may be specifically awarded to Tenant by the condemning authority for loss or damage to Tenant's removable personal property or for the cost or loss which Tenant may incur in removing Tenant's merchandise and personal property.

B. Partial Taking

In the event that only a part of the Premises shall be lawfully taken, condemned or conveyed by Landlord in lieu of condemnation and Landlord determines, in its sole discretion, that the operation of a Franchised Restaurant on the portion of the Premises remaining after such taking is no longer desirable or would not, from Landlord's standpoint, be economically feasible, Landlord may at any time, either prior to or within a period of sixty (60) days after the date when the condemning authority shall take possession of such portion of the Premises, elect to terminate this Lease. In the event of such termination, the provisions of Section 15A, above, shall apply in the same manner as if a total taking of the Premises had occurred, including, without limitation, the provisions of Section 15A regarding any compensation or award for the condemnation or conveyance. In the event that Landlord shall fail to exercise any such election to terminate this Lease, or shall not have any such election hereunder, Landlord shall (1) with reasonable promptness, make necessary repairs and alterations of the improvements on the Premises for the purpose of restoring the same to an economic architectural unit, susceptible to the same use as that which was in effect immediately prior to such taking, to the extent that such repairs and alterations may be necessary as a result of such condemnation, and (2) be entitled to the entire award for such partial taking and the provisions of Section 15A shall apply with respect thereto. In the event the award for such partial taking is inadequate to make all necessary repairs and alterations in accordance with subparagraph (1) above, Tenant shall deliver to Landlord, in cash, the full amount of the deficiency within 30 days after delivery by Landlord to Tenant of a statement of the amount of such deficiency. If this Lease is not terminated, Tenant's obligation for Fixed Minimum Rent, from and after the date the condemning authority takes possession, shall be reduced to an amount which bears the same proportion to the Fixed Minimum Rent in effect at the time of the condemnation as the total floor area of the building(s) on the Premises following such repairs and alterations bears to the total floor area of the building(s) on the Premises prior to the condemnation.

16. SUBORDINATION AND NON-DISTURBANCE

This Lease and all of Tenant's rights, title and interest in and under this Lease shall, at the option of Landlord, be subject, subordinate and inferior to (a) any ground or underlying leases, (b) any and all mortgages, deeds of trust, collateral assignments of this Lease and similar security instruments (collectively, "Mortgages") and any and all advances made on the security thereof, and (c) the rights of all parties under any sale and leaseback arrangement, and to any and all terms, conditions, provisions, extensions, renewals or modifications of any such leases, Mortgages and/or sale and leaseback

arrangements which Landlord or any grantee, successor or assign of Landlord has or may place upon the Premises or any portion thereof or any of the improvements, fixtures or equipment thereon, in the same manner and to the same extent as if this Lease had been executed subsequent to the execution, delivery and recording of such lease, Mortgage or sale and leaseback arrangement. This provision is intended to include the right of Landlord and its grantees, successors and assigns, any ground lessor and any party to a sale and leaseback arrangement further to encumber the Premises or their interests therein with one or more Mortgages, all of which shall, at the option of Landlord or its grantees, successors or assigns, any such ground lessor or any such party to a sale and leaseback arrangement, be superior to the interest of Tenant hereunder. Alternatively, at the option of Landlord or its grantees, successors or assigns, any mortgagee or other beneficiary of a Mortgage ("Mortgagee") or any ground lessor or any party to a sale and leaseback arrangement, this Lease and the rights of Tenant hereunder may be deemed to be prior and superior to the interests of such party.

In the event that a Mortgagee or any other person acquires title to the Premises pursuant to the exercise of any remedy provided for in its Mortgage, or in the event of default under any ground or underlying lease or any lease related to a sale and leaseback of the Premises, Tenant's right of possession shall not be disturbed provided (a) Tenant is not then in default under this Lease and (b) Tenant attorns to such title holder. Tenant covenants and agrees that upon foreclosure of any Mortgage it will, subject to any contrary provision in such Mortgage, attorn to any Mortgagee or purchaser at the foreclosure sale as its lessor under this Lease and in the case of a default under the terms of any ground or underlying lease or any lease related to a sale and leaseback it will, subject to any contrary provision in such lease, attorn to the lessor thereunder as its lessor under this Lease and, in either such event, this Lease shall, subject to any contrary provision in such Mortgage or lease, continue in full force and effect as a direct lease between Tenant and such party upon all terms, conditions and agreements set forth in this Lease. In the event of the foreclosure of a Mortgage placed on the Premises by a grantee under a sale and leaseback, such attornment shall be required only if, at the time of such foreclosure, the lease related to such sale and leaseback is also in default.

The subordination of this Lease provided in this Section 16 shall, in the event Landlord shall so elect, be automatic and self-operative, and no special instrument of subordination shall be necessary. Notwithstanding the foregoing, Tenant shall, on demand, at any time or times, execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all rights hereunder to any ground or underlying lease, Mortgage or sale and leaseback arrangement. If Tenant shall fail to execute, acknowledge and deliver any such subordination instrument within five (5) days after receipt thereof, Landlord, in addition to any other remedies available to it as a result of such failure, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, such attorney-in-fact for that purpose.

17. COMPLIANCE WITH MASTER LEASE

A. Tenant acknowledges and agrees as follows:

(1) (1) Landlord may have its possessory right in the Premises pursuant to a Master Lease Agreement (Master Lease), and in the event Landlord's possessory right is terminated, Tenant's possessory right would likewise terminate. (The term "Master Lease" shall include, without limitation, any and all amendments, modifications, extensions, renewals or substitutions thereto.)

(2) The terms and conditions of this Lease, and the rights of Tenant under this Lease are subject and subordinate to the terms and conditions of the Master Lease.

(3) Tenant agrees to execute, when required by Landlord, a Landlord's Interest Addendum, in substantially the form as attached hereto as Exhibit B.

B. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to renew, compromise, extend, replace, substitute or otherwise modify or amend the provisions and conditions of the Master Lease, and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such action, and(or) Landlord's failure to notify Tenant thereof.

C. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to enter into a new Master Lease at any time during the term of this Lease. Tenant agrees to execute the Landlord Interest Addendum with respect to any new Master Lease and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such action, and(or) Landlord's failure to notify Tenant thereof.

D. Tenant shall not, in its use and enjoyment of the Premises and the conduct and operation of its business thereon, suffer or permit any condition to exist or do, or omit to do, anything which would result in or constitute a breach or default of the terms and provisions of the Master Lease or which would give rise to any right of Master Lessor to terminate the Master Lease or any rights of the Landlord as lessee under the Master Lease. Tenant will perform, comply with and discharge all obligations which Landlord, as lessee under the Master Lease, is required to comply with and discharge, except for Landlord's monthly base rent obligations as lessee under the Master Lease during the term of this Lease. Tenant's obligations may include, without limitation, obtaining insurance against flood, earthquake, and/or other risks, from an insurance carrier holding a specified rating from the Best Insurance Rating Guide.

E. In the event of any increase in the rent, percentage rent, or other charges or obligations of Landlord as lessee under the Master Lease, the amount of the monthly increase in such rent (or if the increase is an increase in the rate of percentage rent then the rate of percentage rent payable by Tenant under this Lease shall be increased by the same amount), charges or obligations shall, upon notice by Landlord to Tenant, be added, effective as of the date of the increase under the Master Lease, to the Fixed Minimum

Rent previously payable by Tenant under this Lease **[use with Alternative Rent provision #1 - . . . , plus, in the case of an increase in rent payable under the Master Lease, an additional 5% of such increase]**; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under the Master Lease. Except as expressly provided herein, if Landlord enters into a new Master Lease, whether or not there was previously a Master Lease in place, then Fixed Minimum Rent payable under this Lease shall be increased in the amount equal to the difference between the Fixed Minimum Rent previously payable under this Lease and the amount of rent payable under the new Master Lease; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under any new Master Lease. In the event that the Premises described herein encompass less than the property demised to Landlord under the terms of the Master Lease, Tenant shall only be responsible for its prorata share of the real estate taxes, assessments, insurance premiums and other charges assessed to or levied against the property demised pursuant to the Master Lease and a like percentage of any increase in the rent or other charges or obligations of Landlord as lessee under the Master Lease.

F. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from any and all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which may result from or arise in connection with any failure by Tenant to comply with and discharge all of the obligations of Landlord, as lessee under the Master Lease, which are assumed by Tenant pursuant hereto.

18. QUIET POSSESSION

Tenant, upon paying the Rent herein provided and performing all and singular the covenants and conditions of this Lease on its part to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises during the term hereof.

19. COMPLIANCE WITH LAW AND RESTRICTIONS

A. Tenant, in connection with any use it may make of the Premises, agrees at all times during the term of this Lease at its own expense to conform to and comply with all federal, state and local laws, ordinances and regulations, and all covenants, conditions and restrictions, whether now or hereafter in force, affecting the use, occupancy condition or configuration of all or any part of the Premises and Tenant's business thereon, including, without limitation, the Americans with Disabilities Act and any state law version of such law. Landlord makes no warranties or representations as to the state of compliance of the Premises, or Business Facilities, or Tenant's actual or intended use thereof with any such laws, ordinances, and regulations (including without limitation any zoning, land use or environmental laws or regulations and any federal, state or industrial health or safety codes) or with any such covenants, conditions and restrictions, and Tenant acknowledges that it has independently investigated same and represents that it will comply therewith. Tenant shall obtain, keep in full force and effect,

and strictly comply with, all governmental licenses and permits which may be required from time to time for Tenant's use and occupancy of the Premises and operation of a Franchised Restaurant thereon. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from all claims, demands, losses, liabilities, obligations, costs or expenses (including attorneys' fees or court costs) which result from or arise in connection with any violation of any law, ordinance, regulation, covenant, condition or restriction, whether occasioned by the neglect, omission or willful act of Tenant or any other person on the Premises by permission of or holding under Tenant.

B. Throughout the term of this Lease, Tenant shall comply with and perform all of the obligations of the fee owner or occupant of the Premises pursuant to any and all reciprocal easement agreements, covenants, conditions and restrictions affecting the Premises and pursuant to any articles, charters, by-laws, rules or regulations of any association of owners or occupants of property which includes the Premises. Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which result from or arise in connection with any failure of Tenant to comply with such agreements, covenants, conditions, restrictions, articles, charters, by-laws, rules and regulations. Without limitation upon the generality of the foregoing, Tenant shall pay (and shall furnish to Landlord evidence satisfactory to Landlord of such payment), at least ten (10) days prior to delinquency, any and all assessments, dues, fees, common area maintenance charges and other sums which become due and payable during the term of this Lease in connection with any such agreements, covenants, conditions, restrictions, articles, charters, by-laws, rules or regulations or actions of any such association of owners or occupants. In the event that Tenant does not furnish to Landlord, at least ten (10) days prior to delinquency, evidence satisfactory to Landlord of payment of any such assessment, dues, fee, charge or other sum, Landlord shall have the right (but not the obligation) to pay the same. Tenant shall reimburse Landlord, immediately upon demand as Additional Rent hereunder, for any such sums which Landlord thus elects to pay or is required to pay. Provided, however, that any such sums which may be levied or assessed for a period beginning before the Commencement Date or ending after the termination hereof shall be prorated between Landlord and Tenant as of such date or dates.

C. Tenant agrees to promptly provide Landlord with copies of any notices, letters or other communications pertaining to the Premises or Tenant's operations thereon which are received by Tenant from any governmental or quasi-governmental entity, any person or entity with actual or alleged power to enforce any covenants, conditions or restrictions affecting the Premises, or any association of owners or occupants of property which includes the Premises.

20. ATTORNEYS' FEES

Should either party hereto institute any action or proceeding in court to enforce any provision hereof or for damage by reason of alleged breach of any provision of this Lease or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing

party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered the party finally prevailing in any such action or proceeding.

21. LIENS AGAINST PROPERTY

Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Premises. The interest or estate of Landlord in the Premises shall not in any way be subject to any claim of lien or encumbrance whether by operation of law or by virtue of any Mortgage or other express or implied contract by Tenant. Tenant shall not permit the Premises to become subject to any mechanic's, laborer's or materialmen's lien on account of labor or material furnished to Tenant (whether or not delivered to or located on the Premises) or in connection with work of any character performed or claimed to have been performed on the Premises by or at the direction of, or sufferance of, Tenant.

In the event any lien is filed against or attached to the Premises or Tenant's interest therein, at Landlord's option, Tenant shall either pay the amount of said lien in full or shall, upon demand of Landlord, provide and pay for a non-cancelable bond, placed with a reputable company, approved by Landlord, in an amount deemed sufficient by Landlord, insuring the interest of Landlord and any interest superior to Landlord's interest from any loss by reason of the filing of such lien. Tenant shall immediately pursue in good faith its legal remedies to the end of obtaining removal of said lien.

Tenant shall give Landlord written notice of the commencement of work of any character on or about the Premises at least ten (10) days prior to such commencement. Landlord shall have the right to post and maintain on the Premises such notices of non-responsibility, and to do such other things as may in Landlord's judgment be necessary to protect against such mechanics', laborers' and materialmen's liens as are provided for in the law of the state in which the Premises are located.

22. COMPLIANCE WITH FRANCHISE AGREEMENT(S)

Tenant shall comply with and perform all covenants contained in the Franchise Agreement and in any other franchise agreements, leases or other agreements between Landlord (or Landlord’s affiliates) and Tenant, whether or not pertaining to the Premises. Termination, default, or revocation of the Franchise Agreement for any reason, either in whole or in part, or failure of Landlord and/or Landlord's affiliate(s) and Tenant to enter into such Franchise Agreement within ninety (90) days from the date of this Lease, shall terminate this Lease, without further notice being required.

23. DEFAULTS OF TENANT

A. Events of Default.

The following events shall constitute events of default by Tenant under this Lease:

(1) Failure by Tenant to pay any installment of Rent or any other sum required to be paid by Tenant under this Lease, unless Tenant shall cure such failure within five (5) days after demand therefore.

(2) Failure by Tenant to comply with any term, provision or covenant of this Lease, other than provisions pertaining to the payment of money, unless Tenant shall cure such failure within thirty (30) days after demand therefore; provided, however, that if such default is of a nature that the cure thereof cannot reasonably be effected within such period, Tenant shall not be deemed to be in default hereunder if Tenant commences such cure within such period and diligently prosecutes the same to completion thereafter.

(3) Default by Tenant under the Franchise Agreement or under any other franchise agreement, lease, note, or other agreement between Tenant and Landlord and/or any of Landlord's affiliates, whether or not pertaining to the Premises.

(4) Tenant's commencing a voluntary case or otherwise seeking any type of relief under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law, or the entry of a decree or order for relief in respect of Tenant by a court having jurisdiction in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or under any state insolvency or similar law; all without dismissal within ninety (90) days from filing.

(5) Tenant's failure generally to pay its debts as they come due, or making of an assignment for the benefit of creditors, or the appointment of a receiver or custodian (permanent or temporary) for any part of Tenant's property by a court of competent jurisdiction.

(6) Abandonment, desertion or vacation of the Premises by Tenant.

B. Rights on Default

Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to all of the rights and remedies available to Landlord at law or in equity, including without limitation the right, with or without termination of the Lease, to each of the following:

(1) Recovery from Tenant of all Rent and other amounts owing hereunder.

(2) Recovery from Tenant of any other amounts necessary or appropriate in order to compensate Landlord for all of the detriment suffered by Landlord as a result of Tenant's failure to perform its obligations under this Lease.

(3) Re-entry and possession of the Premises, and removal of all persons and property therefrom.

(4) Maintenance of an action for recovery of possession of the Premises, without formal demand or re-entry.

(5) Enforcement of any and all lien rights.

(6) Termination of any and all subleases, licenses, concessions or other consensual arrangements for possession entered into by Tenant and affecting the Premises or, in Landlord's sole discretion, succession to Tenant's interest in such subleases, licenses, concessions or arrangements. In the event of Landlord's election to succeed to Tenant's interest in such subleases, licenses, concessions or arrangements, Tenant shall, as of the date of notice by Landlord of such election, have no further right to or interest in the Rent or other consideration receivable thereunder.

Without limitation upon the generality of the foregoing, in the event of an event of default described in Section 23A(4) or Section 23A(5), above, this Lease and the rights of Tenant may be terminated by Landlord without notification to Tenant as if the date of occurrence of such event of default were the expiration date of this Lease, and Tenant expressly waives all rights under the provisions of the Bankruptcy Rules, and consents to such immediate termination of this Lease. Tenant agrees not to seek an injunctive order from any court in any jurisdiction relating to insolvency, reorganization or arrangement proceedings which would have the effect of staying or enjoining the operation of this provision.

The rights and remedies of Landlord as provided in this Section 23B are cumulative, in addition to and not exclusive of any and all other rights or remedies now or hereafter given to Landlord by law or by the terms of this Lease. Any re-entry as provided for herein shall be allowed by Tenant without hindrance, and Landlord shall not be liable in damages or guilty of trespass because of such re-entry. The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants of this Lease, or to exercise any option contained herein, shall not be construed as a waiver or a relinquishment for the future of such covenant or option. A receipt by Landlord of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. In addition to the other remedies provided herein, Landlord shall be entitled to the restraint by injunction of the violation or attempted violation of any of the covenants, conditions or provisions of this Lease.

24. DEFAULTS OF LANDLORD

Landlord shall in no event be in default in the performance of any of Landlord's obligations under this Lease unless and until Landlord shall have failed to perform such obligations within thirty (30) days after notice in writing by Tenant to Landlord properly specifying wherein Landlord has failed so to perform; provided, however, that if such default is of a nature that the cure thereof cannot reasonably be effected within such period, Landlord shall not be deemed to be in default hereunder if Landlord commences such cure within such period and diligently prosecutes the same to completion thereafter. Landlord's non-performance shall be excused and the time for performance shall be extended for as long as and to the extent that such non-performance is due to an act of God, governmental control or other factors beyond the reasonable control of Landlord.

25. RECORDING OF LEASE

Tenant shall not record this Lease without the written consent of Landlord, however, Landlord, in its discretion, may require recordation of a Memorandum of Lease. Tenant agrees to cooperate in the execution and recordation of such Memorandum of Lease which shall be recorded at Tenant's expense.

26. NOTICES

A. All notices or demands of any kind which Tenant is required to or desires to serve on Landlord with respect to this Lease may be served by personal delivery or by mailing a copy of such notice or demand to Landlord by certified mail, with return receipt requested and postage prepaid, in either case at the place in the United States last designated by Landlord as the place at which notices may be served. Landlord hereby designates 9357 Spectrum Center Blvd, San Diego, California 92123, Attention: Legal Dept./Store #____, as the place at which notices shall be served by personal delivery or by mail. Service by mail or by personal delivery shall be deemed complete at the expiration of the third day after the date of delivery thereof to the address specified.

B. All notices or demands of any kind which Landlord is required to or desires to serve on Tenant with respect to this Lease may be served by personal delivery at any location or by mailing a copy of such notice or demand to Tenant by certified mail, with return receipt requested and postage prepaid, addressed to Tenant at the place in the United States last designated by Tenant as the place at which notices may be served, or if no such written designation is then in effect, then addressed to Tenant at the Premises. Tenant hereby designates _____as the place at which notices shall be served. Service by personal delivery shall be effective upon such delivery. Service by mail shall be deemed complete at the expiration of the third day after the date of delivery thereof to the address specified.

27. APPLICABLE LAW AND PARTIES BOUND

This Lease shall be construed under the laws of the state in which the Premises are situated and shall be binding upon and inure to the benefit of, as the case may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns.

28. INTERPRETATION

The words “Landlord” and “Tenant,” as used herein, shall include, apply to, bind and benefit, as the context may permit or require, the parties executing this Lease and their respective heirs, executors, administrators, successors and assigns.

The term “Landlord” as used herein shall mean only the owner or owners, at the time in question, of the fee title or a lessee's interest in a ground lease of the Premises, and in the event of any transfer of such title or interest, Landlord herein named (and, in case of any subsequent transfers, then the grantor in connection therewith) shall be relieved from and after the date of such transfer of all liability as respects Landlord's

obligations thereafter to be performed, provided that any funds in the hands of Landlord or the then grantor at the time of such transfer, in which Tenant has an interest, shall be delivered to the grantee. The obligations contained in this Lease to be performed by Landlord shall, subject as aforesaid, be binding on Landlord's successors and assigns, only during their respective periods of ownership.

Wherever the context so permits or requires, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular number shall be construed to include the plural.

29. INVALIDITY

In the event that any term, provision, condition or covenant or any part thereof contained in this Lease, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease, or the application of such term, provision, condition or covenant or any part thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and all such remaining terms, provisions, conditions and covenants and parts thereof in this Lease shall be deemed to be valid and enforceable.

30. CAPTIONS

The headings and captions contained in this Lease are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor of any provisions herein contained.

31. ESTOPPEL CERTIFICATES

Tenant shall at any time, upon not less than ten (10) days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises or any lender of Landlord.

Tenant's failure to deliver such statement within such time shall constitute a material default of this Lease without any further notice to Tenant. At Landlord's option, such failure may also be deemed conclusive upon Tenant that (i) this Lease is in full force and effect, without modification except as may be represented by Landlord, (ii) there are no uncured defaults in Landlord's performance hereunder, and (iii) not more than one (1) month's Fixed Minimum Rent has been paid in advance.

32. ADDITIONAL RENT

All monetary obligations of Tenant to Landlord under this Lease shall be deemed to be Rent hereunder.

33. BROKERS

Landlord and Tenant each hereby represent and warrant to the other that it has not engaged or dealt with any broker, finder or other agent in connection with its entry into this Lease or the transactions contemplated hereby, other than as expressly disclosed in writing prior to the execution of this Lease. Landlord and Tenant each hereby indemnify and hold the other harmless from and against all claims, demands, losses, liabilities, obligations, costs or expenses (including without limitation attorneys' fees and court costs) incurred by the indemnified party in connection with any claim or demand by any person or entity for any broker's, finder's or other fee or commission in connection with the entry by the indemnifying party into this Lease and the transactions contemplated hereby.

34. RIGHT OF INSPECTION

Landlord shall have the right, exercisable without notice and without liability to Tenant for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for offsets or abatement of Rent, to enter the Premises at all reasonable times during the term of this Lease for the purpose of inspecting the same, or making such repairs or replacements therein as may be required by this Lease or as Landlord may deem appropriate; provided that Landlord shall use all reasonable efforts not to disturb Tenant's use and occupancy and shall, when practical, give Tenant prior notice of such repairs.

35. ENTIRE AGREEMENT

This Lease, together with any Exhibits or addenda attached hereto, constitutes the entire agreement between Landlord and Tenant pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith.

36. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary contained in this Lease, the liability of Landlord (and any successor Landlord hereunder) to Tenant shall be limited to the interest of Landlord in the building, and Tenant agrees to look solely to Landlord’s interest in the building for the recovery of any judgment or award against the Landlord, it being intended that neither Landlord nor any member, principal, partner, shareholder, officer, director or beneficiary of Landlord shall be personally liable for any judgment or deficiency.

37. HOLDING OVER

If Tenant fails to vacate the Premises at the end of the term of this Lease, then Tenant shall be a tenant at will and, in addition to Percentage Rent due and payable under this Lease during the holdover period, Tenant shall be obligated to pay Fixed Minimum Rent equal to two hundred percent (200%) of the Fixed Minimum Rent payable during the last month of the term. No payments of money paid by Tenant to Landlord following the expiration of the Lease shall reinstate the term, and the term shall not be extended unless it is in writing and signed by Landlord and Tenant.

38. GUARANTY

Tenant represents and warrants that all Owners (as defined below) and their spouses, if required by Company, have executed, simultaneously with Tenant's execution of this Lease, the form of Guaranty attached hereto and incorporated herein by this reference as Exhibit C. For the purposes hereof, "Owner" means each person or entity that has any indirect or direct equity interest in Franchisee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year shown opposite their respective signatures herein below.

Executed by Tenant this
____ day of _____, 20___

"Tenant"

By: _____

Executed by Landlord this
____ day of _____, 20___

"Landlord"

JACK IN THE BOX PROPERTIES, LLC,
a Delaware limited liability company

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX INC.
a Delaware corporation
By: _____
President
By: _____
Vice President]

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

LANDLORD'S INTEREST ADDENDUM

(SUBLEASE)

This Addendum is incorporated within to that certain Lease Agreement for a JACK IN THE BOX Franchised Restaurant (the "Lease") by and between JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation) (hereinafter "Landlord") and , (hereinafter "Tenant"), dated _____, 20__. Except as expressly provided in this Addendum, all terms used in this Addendum shall have the meanings established for those terms in the main body of the Lease. In the event of any conflict between this Addendum and the Lease this Addendum shall prevail.

1. LANDLORD'S INTEREST IN PREMISES: Landlord is the lessee of the Premises under a certain lease, (hereinafter "Master Lease") between ,_(hereinafter "Master Lessor") and , dated _____, 20___, a copy of which, together with amendments dated _____, 20___, is attached hereto and incorporated herein by reference. The Lessee's interest under said Master Lease now vests in Landlord.

2. COMPLIANCE WITH MASTER LEASE: Tenant acknowledges and agrees that the terms and conditions of this Lease, and the rights of Tenant under this Lease, are subject and subordinate to the terms and conditions of the Master Lease and any subsequent amendments, modifications, extensions, renewals or substitutions thereto. Tenant hereby authorizes Landlord, without notice or demand, and without affecting Tenant's liability under the Lease, to renew, compromise, extend, or otherwise amend, modify, extend, renew or substitute the provisions and conditions of the Master Lease, and Tenant hereby waives and relinquishes any and all rights or defenses based upon any such amendments, modifications, extensions, renewals or substitutions to the Master Lease, and(or) Landlord's failure to notify Tenant thereof. Tenant shall not, in its use and enjoyment of the Premises and the conduct and operation of its business thereon, suffer or permit any condition to exist or do, or omit to do, anything which would result in or constitute a breach or default of the terms and provisions of the Master Lease or which would give rise to any right of Master Lessor to terminate the Master Lease or any rights of the Landlord as lessee under the Master Lease. Tenant will perform, comply with and discharge all obligations which Landlord, as lessee under the Master Lease, is required to comply with and discharge, except for Landlord's monthly base rent obligations as lessee under the Master Lease, as of the date of this Lease. Tenant's obligations may include, without limitation, obtaining insurance against flood, earthquake, and/or other risks, from an insurance carrier holding a specified rating from the A.M. Best Insurance Rating Guide.

In the event of any increase in the rent, percentage rent or other charges or obligations of Landlord as lessee under the Master Lease, the amount of the monthly increase in such rent (or if the increase is an increase in the rate of percentage rent then the rate of percentage rent payable by Tenant under this Lease shall be increased by the

same amount), charges or obligations shall, upon notice by Landlord to Tenant, be added, effective as of the date of the increase under the Master Lease, to the Fixed Minimum Rent previously payable by Tenant under this Lease **[use with Alternative Rent provision #1 - . . . , plus, in the case of an increase in rent payable under the Master Lease, an additional 5% of such increase]**; provided, however, that the Rent payable by Tenant under this Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under the Master Lease. Except as expressly provided herein, if Landlord enters into a new Master Lease, whether or not there was previously a Master Lease in place, then Fixed Minimum Rent payable under the Lease shall be increased in the amount equal to the difference between the Fixed Minimum Rent previously payable under the Lease and the amount of rent payable under the new Master Lease; provided, however, that the Rent payable by Tenant under the Lease shall not be reduced in the event of a decrease in the rent or other charges or obligations of Landlord as lessee under any new Master Lease.

In the event that the Premises described herein encompass less than the property demised to Landlord under the terms of the Master Lease, Tenant shall only be responsible for its prorata share of the real estate taxes, assessments, insurance premiums and other charges assessed to or levied against the property demised pursuant to the Master Lease and a like percentage of any increase in the rent or other charges or obligations of Landlord as lessee under the Master Lease.

3. TENANT'S INDEMNITY: Tenant hereby indemnifies Landlord against and agrees to save Landlord harmless from any and all claims, demands, losses, liabilities, obligations, costs and expenses (including without limitation attorneys' fees and court costs) which may result from or arise in connection with any failure by Tenant to comply with and discharge all of the obligations of Landlord, as lessee under the Master Lease, which are assumed by Tenant pursuant hereto.

4. LESSEE'S STATEMENTS AND CERTIFICATES: Without limiting the generality of the foregoing, Tenant agrees to promptly provide to Landlord insurance policies or certificates, estoppel certificates, statements of sales, mechanic's lien waivers, notices, releases and any other statement, record or document which may be required, from time to time, by the Master Lessor under the terms of the Master Lease. All certificates or policies of insurance required under this Lease or under the Master Lease shall name Master Lessor as co-insured or additional insured, as the case may be, and all rights of Tenant to insurance proceeds and condemnation awards under this Lease shall be subject to the rights of Master Lessor under the Master Lease.

5. NOTICES: Tenant agrees to promptly provide Landlord with copies of any notices, letters or other communications received by Tenant from the Master Lessor, and to promptly notify Landlord of any failure by Master Lessor to perform its obligations under the Master Lease.

6. ENFORCEMENT OF LANDLORD'S RIGHTS UNDER MASTER LEASE: It is hereby acknowledged that Master Lessor may have certain obligations under the Master Lease to maintain and repair the Premises and adjoining areas, pay real estate taxes,

assessments and special charges and impositions, restore, replace and/or rebuild the Premises and adjoining areas in the event of damage by fire and other causes, carry and pay for certain types of insurance policies and perform other obligations set forth in the Master Lease. If said obligations exist, Landlord agrees to make a good faith effort to obtain the timely and faithful performance of Master Lessor's obligations, but Landlord shall not be in default or breach of any of its covenants and duties under this Lease or liable for any resulting loss or claim of Tenant if Landlord is not able to enforce its rights under the Master Lease. With respect to Landlord's obligation to repair and restore the Premises in the event of damage or destruction thereto by fire or any other cause, Landlord's obligations under this Lease are conditioned upon Landlord obtaining the cooperation and approval of Master Lessor, as the same may be required, and the compliance of Master Lessor with all of Master Lessor's duties under the Master Lease; and Landlord shall not be liable to Tenant for any damage, claim or injury resulting from Landlord's inability to repair or restore the Premises due to default or breach of the Master Lease.

7. INTENT OF THE PARTIES: It is the intent of the parties to hereby create a sublease between Landlord and Tenant and not to effect an assignment of the Master Lease. The parties further acknowledge that it is their intent that there be no merger of either Landlord's or Tenant's interest in this Lease and the fee title in the event that either party acquires a fee interest in the Premises at any time after the execution of this Lease. In such event, this Lease will remain in full force and effect and shall determine the rights, duties, and obligations of the parties.

Executed by Tenant this
_____, 20___

"Tenant"
By: _____

Executed by Landlord this
_____, 20___

"Landlord"
JACK IN THE BOX PROPERTIES, LLC
a Delaware limited liability company

By: _____
President
By: _____
Vice President

[OR

JACK IN THE BOX INC.
a Delaware corporation
By: _____
President
By: _____
[Vice President]

EXHIBIT C

GUARANTY

FOR VALUE RECEIVED, and in consideration of the execution of a certain Lease Agreement, of even date herewith and concurrently herewith ("Lease"), covering certain premises more particularly described in the Lease, the creation of the tenancy under said Lease and the extension of credit by "Landlord" (as defined in the Lease) to _____ ("Tenant"), and for the purpose of inducing Landlord to enter into such Lease, each of the undersigned and any other parties who sign counterparts of this guaranty (referred to herein individually as a "Guarantor" and collectively as "Guarantors"), absolutely, unconditionally and personally, does hereby jointly and severally (as to Tenant and among the Guarantors) guarantee to Landlord, its successors and assigns, the full and prompt payment when due, of all rents, charges and additional sums coming due under said Lease, together with the performance of all covenants and agreements of Tenant therein contained and together with the full and prompt payment of all damages that may arise or be incurred by Landlord in consequence of Tenant's failure to perform such covenants and agreements (all such obligations hereinafter collectively referred to as "Liabilities"), such payment and performance to be made or performed by Guarantor forthwith upon a default by Tenant.

In the event of the death, incompetency, dissolution, bankruptcy or insolvency of Tenant, or the inability of Tenant to pay debts as they mature, or an assignment by Tenant for the benefit of creditors, or the institution of any bankruptcy or other proceedings by or against Tenant alleging that Tenant is insolvent or unable to pay debts as they mature, or Tenant's default under this Lease, and if such event shall occur at a time when any of the Liabilities may not then be due and payable, Guarantor agrees to pay to Landlord upon demand, the full amount which would be payable hereunder by Guarantor if all Liabilities were then due and payable.

This Guaranty shall be an absolute and unconditional guaranty and shall remain in full force and effect as to Guarantor during the demised term of said Lease, and any renewal or extension thereof, and thereafter so long as any Liabilities remain due and payable even though the demised term or any renewal or extension thereof shall have expired. An Assignment of said Lease or any subletting thereunder shall not release or relieve Guarantor from its liability hereunder.

Landlord may, from time to time, without notice to Guarantor: (a) retain or obtain a security interest in any property to secure any of the Liabilities or any obligation hereunder, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor, with respect to any of the Liabilities, (c) extend or renew for any period (whether or not longer than the original period), alter or exchange said Lease or any of the Liabilities, (d) release, waive or compromise any liability of any of Guarantor hereunder or any liability of any other party or parties primarily or secondarily liable on any of the Liabilities, (e) release or impair any security interest or lien, if any, in all or any property securing any of the Liabilities or any obligation hereunder and permit any substitution or exchange for any such property, and (f) resort to Guarantor for payment of

any of the Liabilities, whether or not Landlord shall have resorted to any property securing any of the Liabilities or any obligation hereunder or shall have proceeded against any other of Guarantor or against Tenant or any other party primarily or secondarily liable on any of the Liabilities. No such action or failure to act by Landlord shall affect Guarantor's liability hereunder in any manner whatsoever. Any amount received by Landlord from whatsoever source and applied by it toward the payment of the Liabilities shall be applied in such order of application as Landlord may from time to time elect. The written acknowledgment of Tenant, accepted in writing by Landlord, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Tenant, shall be conclusive and binding on the undersigned Guarantors.

Guarantor hereby waives: (a) notice of the acceptance of this Guaranty; (b) notice of the existence, creation, amount, modification, amendment, alteration or extension of the Lease or all or any of the Liabilities, whether or not such notice is required to be given to Tenant under the terms of the Lease; (c) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; (d) any benefit of valuation, appraisement, homestead or other exemption law, now or hereafter in effect in any jurisdiction in which enforcement of this Guaranty is sought; and (e) all diligence in collection, perfection or protection of or realization upon the Liabilities or any portion thereof, any obligation hereunder, or any security for any of the foregoing.

No delay on the part of Landlord in the exercise of any right or remedy shall operate as a waiver thereof, and no final or partial exercise by Landlord of any right or remedy shall preclude other or further exercises thereof or the exercises of any other right or remedy.

The validity of this Guaranty and the obligations of Guarantor hereunder shall not be terminated, affected or impaired by reason of any action which Landlord may take or fail to take against Tenant or by reason of any waiver of, or failure to enforce, any of the rights or remedies reserved to Landlord in said Lease, or otherwise, or by reason of the bankruptcy or insolvency of Tenant and whether or not the term of said Lease shall terminate by reason of said bankruptcy or insolvency.

This Guaranty shall be binding upon Guarantor, and upon the heirs, legal representatives, successors and assigns of Guarantor and shall be governed by the laws of the State of California. Sole and proper venue for any action or proceeding to enforce or interpret this Guaranty will be in San Diego, California.

If Landlord is required to enforce this Guaranty in a judicial or arbitration proceeding, and prevails in such proceeding, it shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplated of the filing of any such proceeding.

If Company is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors shall reimburse Landlord for any of the above listed costs and expenses incurred by it.

If this Guaranty is executed by a corporation, association, partnership (general or limited), joint venture, syndicate, trust or any other type of organization other than individuals, the individual signatories hereto represent and warrant that they, and each of them, are duly authorized to execute this Guaranty for and on behalf of such organization and that such organization is the sole owner of all ownership interest in Tenant. This Guaranty may be signed in one or more counterparts, all of which when taken together constitute one original document.

IN WITNESS WHEREOF, each Guarantor has hereunto affixed his signature on the same day and year as the Agreement was signed.

GUARANTOR(S):

By: _____ Date: _____
Name: Franchise Operator

By: _____ Date: _____
Name: Guarantor

By: _____ Date: _____
Name: Guarantor

[To be used in Build to Suit Scenarios]

JIB No. ____

RENT ADDENDUM

This Addendum to Franchise Lease Agreement ("Addendum") is attached to and entered into concurrently with that certain Lease Agreement, dated _____, by and among JACK IN THE BOX PROPERTIES, LLC , a Delaware limited liability company (or JACK IN THE BOX INC., a Delaware corporation) ("Company" or "Landlord"), as landlord, and _____ (collectively, "Tenant" or "Franchisee(s)"), as tenants. If there is any conflict between the provisions of this Addendum and the terms of the Lease, this Addendum will control. Unless otherwise defined herein, all capitalized terms in this Addendum shall have the meaning(s) ascribed to them in the Lease.

1. RECITALS. This Addendum is made and entered into with reference to the following facts and circumstances:

a. Landlord and Tenant are parties to that certain Development Agreement, dated _____ ("Development Agreement"), pursuant to which Landlord agreed to construct certain restaurant improvements at the Premises, as described in and according to the terms and provisions of such Development Agreement.

b. The parties now desire to enter into this Addendum to set forth and implement the rent structure contemplated in the Development Agreement for the Premises.

2. LAND AND BUILDING RENT. Landlord and Tenant agree and acknowledge that: (i) the total amount of the "Land Rent" (as defined in the Development Agreement) is $_____; and (ii) the total amount of the "Building Rent" based upon the "Development Costs" (as such terms are defined in the Development Agreement) is $_____. Pursuant to the terms of the Development Agreement, Tenant shall pay Land Rent and Building Rent, as set forth on Schedule 1, attached hereto and incorporated herein by this reference (such Land Rent and Building Rent shall be collectively referred to herein as "Fixed Minimum Rent"). Such Fixed Minimum Rent shall be payable to Landlord in equal monthly installments, beginning on the Commencement Date and continuing throughout the term of the Lease, without set off or deduction and otherwise pursuant to the provisions of the Lease.

3. NO OTHER CHANGES. Except as set forth herein, the terms and conditions of the Lease remain in effect and unmodified.

LANDLORD:

(JACK IN THE BOX PROPERTIES, LLC),

By: _____
Title: _____
Date: _____

[OR
JACK IN THE BOX INC.

By: _____
Title: _____
Date: _____]

TENANT:

_____
Date: _____

EXHIBIT K

GENERAL RELEASE OF ALL CLAIMS

GENERAL RELEASE OF ALL CLAIMS

THIS GENERAL RELEASE OF ALL CLAIMS ("Release") is entered by _____ ("Franchisee") and _____ ("Guarantors") as of _____, 20__ in favor of Different Rules LLC ("Company").

RECITALS

Franchisee and Guarantors (collectively "Releasor"), hereby releases and forever discharges Different Rules, LLC, its officers, directors, members, shareholders, owners, agents, employees, subsidiaries, affiliates, parents, and predecessors from and against any and all liabilities, actions, causes of action, judgments, suits, controversies, claims, demands, damages, costs and expenses whatsoever, in law or in equity ("Claims") arising out of any matters prior to the date of execution hereof, which have ever existed, may now exist or may hereafter arise, known or unknown, foreseen or unforeseen, to the full extent permitted by applicable law. Without limiting the generality of the foregoing, it is expressly understood and agreed that this Release includes Claims Releasor may have individually or as the member of any class (i) under any federal or state franchise, antitrust, trade regulation or similar law; or (ii) under any state or federal security, blue sky or similar law; or (iii) in connection with allowances, discounts or compensation of any type received by Different Rules, LLC from vendors.

Further, the undersigned do hereby expressly waive all right, protection, privilege and benefit under Section 1542 of the Civil Code of the State of California, which provides:

> **1542 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.**

By signing this Release of All Claims, Releasor is giving up all rights under Section 1542 and any similar provision of any state.

This release contains the entire agreement among the parties hereto concerning the subject matter hereof.

The undersigned hereby certify that they have read all provisions of this Release and the quoted California Civil Code Section, that they are represented by counsel, and have been advised or been afforded the opportunity to be advised of the effect of the provisions of this Release and their waiver of all rights under the quoted California Civil Code Section, that they have made such investigation and inquiry as they and counsel have deemed appropriate, and that they understand said provisions and effect, and have executed this Release freely and without duress.

This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

_____ Dated: _____
[FRANCHISEE]

_____ Dated: _____
[FRANCHISEE]

[ENTITY NAME],
a [STATE OF INCORPORATION] corporation

By: _____ Dated: _____
[FRANCHISEE], President

By: _____ Dated: _____
[FRANCHISEE], Secretary

Add guarantors if any.

EXHIBIT L

MARKET PULSE MEETING PARTICIPATION AGREEMENT

MARKET PULSE MEETING PARTICIPATION AGREEMENT

Different Rules, LLC ("Company") holds regular Market Pulse Meetings with Franchise Operators within each given geographical area/market for the purpose of collaborating, at the market level, to grow restaurant sales, market share, and profits, with a focus on what is controllable at the restaurant level. The Company aggregates performance and financial data, which is then provided to the teams to assist with assessing their performance versus the rest of the market, the system, and the competition. During the Market Pulse Meetings, the teams also compare performance against operations metrics/lead measures, and share local media plans. Markets consist of franchise and Company locations (where applicable) in the same geographical area.

I agree to participate in the Market Pulse Meetings for the markets in which my restaurant(s) is/are located.

I understand that participating in the Market Pulse Meetings means that my sales, transaction level details, profit, and other performance and financial data will be shared by Company with other participants in the Market Pulse Meetings.

FRANCHISEE

Print name: _____

By: _____

Title: _____

Date: _____

EXHIBIT M

EQUIPMENT BROKERAGE AGREEMENT

Date:_____

EQUIPMENT BROKERAGE AGREEMENT

Franchisee: _____(include address for notices)

Operator: _____

Broker: DIFFERENT RULES, LLC
9357 SPECTRUM CENTER BLVD
SAN DIEGO, CA 92123

1. RECITALS

Different Rules, LLC ("Franchisor") purchases certain equipment, furniture, fixtures and décor items from various vendors for its own use. For the convenience of its franchisees, Franchisor also acts as a broker for franchisees for the purchase of the following categories of equipment on a select basis: (i) general replacement equipment and décor items; (ii) menu development and Operations Improvement System (OIS) equipment; and (iii) custom-fabricated items (collectively, the "Equipment").

The franchisee referenced above ("Franchisee") may want Franchisor to act as a broker for the purchase of Equipment. Franchisor is willing to do so under the terms and conditions set forth in this Agreement.

2. COMMENCEMENT DATE

This Agreement is valid from the date written above until terminated by either party pursuant to Paragraph 3 below.

3. TERMINATION

Either Franchisor or Franchisee may terminate this Agreement, with or without cause, effective upon written notice to the other party. This Agreement terminates automatically if Franchisee ceases to be a Jack in the Box franchisee.

The rights and obligations of the Parties with respect to transactions originated before the termination of this Agreement survive termination.

4. EQUIPMENT AVAILABLE FOR PURCHASE AND PRICES

Franchisor will provide Franchisee a written description of any Equipment it is willing to purchase on Franchisee's behalf, and the prices and specific payment terms relating to that Equipment. Franchisor agrees to purchase that Equipment on Franchisee's behalf in accordance with those terms and the terms of this Agreement.

5. EQUIPMENT ORDERS

Franchisee must provide Franchisor with a written request for each Equipment order in the form required by Franchisor ("Order"). The terms, conditions and provisions of this Equipment Brokerage Agreement shall be in full force and effect for each such Order.

Receipt of an Order from Franchisee constitutes: (i) Franchisee's authorization for Franchisor to enter into binding agreements to purchase the Equipment on behalf of Franchisee; and (ii) Franchisee's agreement to promptly pay the listed price of the Equipment, Franchisor's mark-up for brokerage services, all freight, taxes and other fees in connection with the purchase of the Equipment.

6. CANCELLATION OF ORDER

Franchisee may not cancel or modify an Order that has been delivered to Franchisor, except at the sole discretion of Franchisor. Any agreement between Franchisee and Franchisor to cancel or change an Order must be in writing and signed by Franchisor. If Franchisor agrees to accept a cancellation or modification of an Order, Franchisee nevertheless must pay all handling charges, transportation expenses and restocking charges incident to any such cancellation or change.

7. PAYMENT TERMS AND FEES

Franchisee will pay Franchisor a broker fee in the amount of eight percent (8%) of the purchase price of the Equipment ordered. Payment terms will be Net 21 days.

8. TAXES

Franchisee must pay all federal, state, municipal or other political subdivision excise, sales, use, property, purchase, lease, possession or other taxes now in force or enacted in the future required to be collected by Franchisor on account of Equipment or services furnished to Franchisee, except for federal or state taxes based upon Franchisor's net income. Franchisee will pay any such taxes upon demand.

9. FRANCHISEE AUTHORIZED PERSONNEL

The "Authorization" attached as Exhibit A, lists the individuals (other than the Franchise Operator) authorized to order Equipment on Franchisee's behalf. Franchisee may change the Authorization only by written notice to Franchisor, which will be effective upon receipt. Any change to the Authorization will not be effective for any Orders received, purchases otherwise made or expenses incurred by Franchisor pursuant to the direction of a person previously listed on the Authorization. Franchisee is liable for performance of agreements entered into by, and payment of all charges for all Equipment ordered by or delivered to, individuals listed on the Authorization.

10. SITE PREPARATION, PERMITS, FEES AND INSTALLATION

Franchisee is responsible for preparing the restaurant site as necessary for the Equipment to be installed, including adding or altering electrical connections. Franchisee is also responsible for properly installing the Equipment, obtaining any necessary permits, inspections, safety tests and licenses. Franchisor's sole responsibility is to purchase the Equipment ordered by Franchisee.

11. FORCE MAJEURE

Franchisor will not be liable to Franchisee for delayed purchase or delivery, or non-delivery, of Equipment due to Acts of God, fire, flood, storm, riot, war, terrorism, sabotage, explosion, accident, strike, lockout, labor disturbance, government action, law, ordinance or regulation, failure of normal sources of supply or any similar or different contingency beyond its control that would make performance commercially impracticable, whether or not the contingency is of the same class as those previously enumerated.

12. LIABILITY

Except as otherwise provided in this Agreement, Franchisee assumes all liability, including but not limited to the entire Risk of Loss in the event of disappearance, theft, destruction of or damage to the Equipment from any cause whatsoever (all referred to as a "Casualty Occurrence") from the time Equipment is shipped from the Manufacturer or Distributor or other third party. No such Casualty Occurrence will relieve Franchisee of the obligation to make payments under this Agreement, or of meeting any other obligation under this Agreement.

Franchisor is not responsible for expenses, losses or any damages of any nature due to Equipment failure caused by defects in material or workmanship. Franchisee's sole

remedy, if any, lies with the Manufacturer, Distributor or other third party from whom Franchisor purchased the Equipment on Franchisee's behalf.

13. INDEMNITY

Franchisee hereby agrees to indemnify Franchisor against, and to hold Franchisor harmless from, any and all claims, actions, damages, attorneys' fees, obligations, liabilities and liens (including any of the foregoing arising or imposed under the doctrine of strict liability or by operation of law) arising out of the manufacture or condition of the Equipment, or the purchase, lease, loan, delivery, possession, operation, use of return of the Equipment. The provisions of this paragraph survive termination of this Agreement with respect to events occurring prior to such termination.

14. NO WARRANTIES BY FRANCHISOR

FRANCHISOR MAKES NO ORAL, STATUTORY OR IMPLIED WARRANTIES RELATING TO THE EQUIPMENT OR THE SALE, DELIVERY, INSTALLATION, OPERATION OR USE THEREOF. FRANCHISOR NEITHER ASSUMES, NOR AUTHORIZES ANYONE TO ASSUME FOR IT, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, OPERATION OR USE. FRANCHISOR IS NOT THE MANUFACTURER, DISTRUBUTOR OR SUPPLIER OR THE EQUIPMENT, BUT SIMPLY AGREES TO ACT AS AGENT FOR FRANCHISEE UNDER THIS AGREEMENT AS AN ACCOMMODATION. FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR FITNESS, AND AS TO FRANCHISOR, FRANCHISEE ACKNOWLEDGES THAT THIS EQUIPMENT IS ENTIRELY SUITABLE FOR HIS/HER PURPOSES.

15. SECURITY INTEREST IN EQUIPMENT

Upon Franchisor's acceptance of an Order for any Equipment purchase, Franchisee is indebted to Franchisor for (i) the principal amount of the purchase price as specified on the Order; (ii) the amount of the mark-up compensation for Franchisor's services; and (iii) in the amount of all freight charges, taxes and other fees incidental to the purchase and delivery of the Equipment ordered, (all of which is collectively referred to as the "Purchase Price"). To secure such indebtedness and all extensions and renewals thereof, Franchisee hereby grants to Franchisor a security interest in the Equipment described on the Order, together with the proceeds of the sale of the Equipment, any replacements, accessions or additions thereto (which property is for the purposes of this section hereinafter referred to as the "Collateral").

Until the Purchase Price is paid in full, Franchisee warrants that Franchisee (a) will properly maintain, repair and preserve the Collateral and insure the same against loss; (b) will pay all taxes that may become a lien on the Collateral; (c) will not sell, contract to sell, lease, encumbrance or other dispose of the Collateral nor change its physical location from the Jack in the Box restaurant premises to which it was delivered; (d) will sign any additional agreements, assignments or documents that may be deemed necessary or advisable by Franchisor to effectuate the purpose of this Agreement and the protection of the Collateral.

16. DELINQUENT PAYMENTS

If any payment to Franchisor required under this Agreement is not paid by its due date, Franchisee agrees to pay interest at the then-current rate established by Franchisor under its Franchise Payment Policy or the maximum rate permitted by law, whichever is less. Additionally, if Franchisee does not pay the invoice by the due date, Franchisee is obligated to pay any collection and legal expenses, including attorneys' fees, necessary to obtain full payment of the invoice amount. Franchisor's acceptance of any payment less than the full amount of any invoice will not constitute a waiver of Franchisor's right to collect the balance, and will not be deemed satisfaction of Franchisor's claim.

17. REMEDIES UPON DEFAULT

In the event of: (a) any failure by Franchisee to pay when due any payment required by this Agreement, (b) any failure by Franchisee to perform or comply with any other obligations under this Agreement, or (c) any loss or theft of any purchased Equipment for which Franchisor is not yet fully paid, or substantial damage or destruction to such Equipment, or issuance of any lien, levy, attachment, garnishment or judicial process relating to such Equipment; (d) any use or intended use of Equipment other than in Jack in the Box restaurants in the context of normal restaurant operations; (e) any insolvency, bankruptcy, business failure, assignment for the benefit of creditors of the appointment of a receiver for Franchisee or its property, or a bulk transfer of Franchisee's Equipment, furniture, fixtures, inventory or other personal property, (f) Franchisor deeming itself insecure, believing in good faith that the prospect of payment of indebtedness under this Agreement or of performance of this Agreement is impaired; (g) any default under the terms of any Franchise Agreement or Lease Assignment between Franchisor or its affiliates and Franchisee or its affiliates, Franchisor will have the following remedies:

Franchisor may exercise any and all rights and remedies granted a secured party under the Uniform Commercial Code, including seizure and sale. Seizure shall be without notice, demand, court order or other process of law and without liability to Franchisee for any damages occasioned thereby. In the event of seizure and sale of any Equipment hereunder by Franchisor, it is agreed that the proceeds of sale will be applied first to costs of sale and other expenses authorized by the Uniform Commercial Code, including reasonable attorneys' fees, second to service charges on past due payments and third to other amounts due; thereafter any surplus will be paid to Franchisee or such other person as may be entitled thereto. Franchisee will remain liable for any deficiency, which shall pay to Franchisor immediately upon demand.

18. FRANCHISOR'S FAILURE TO PERFORM - LIQUIDATED DAMAGES

It is agreed that it is impractical if not impossible to fix the actual damages, if any, that may proximately result from a failure on the part of Franchisor to perform any of its obligations under this Agreement. It is further agreed that if Franchisor is found liable to Franchisee for loss or damage due to a failure to perform in any respect, even if due to Franchisor's negligence, Franchisor's liability will be limited to a sum equal to ONE HUNDRED DOLLARS ($100), as liquidated damages and not as a penalty and that this liability is exclusive and in no event will Franchisor be liable for any special, incidental or consequential damages, loss of profit, data or any other losses whatsoever.

19. NOTICES

Any notice required under this Agreement will be deemed duly given if put in writing and delivered personally or mailed by first class mail, postage prepaid, to Franchisor at the addresses given on the first page of this Agreement (or different mailing address if provided to Franchisee in writing), and to Franchisee at the last mailing address Franchisee or Operator provided to Franchisor in writing.

20. ASSIGNMENT

This Agreement is not assignable by Franchisee without the prior written consent of Franchisor. Any such attempted assignment shall be void. This Agreement is assignable by Franchisor at any time.

21. ENTIRE AGREEMENT

It is specifically understood and agreed that all understandings between the parties relating to this Agreement are merged in this Agreement, which constitutes the entire agreement between Franchisee and Franchisor relating to brokerage of Equipment, and neither party relies upon any statement or representation that is not in this Agreement. No check list, instruction or summary provided to Franchisee by Franchisor will modify the terms and

conditions of this Agreement, or affect Franchisee's responsibilities to Franchisor as defined in this Agreement.

22. MODIFICATION
This Agreement can be modified only by a written agreement signed by persons authorized to sign agreements on behalf of Franchisee and Franchisor.

23. SEVERABILITY
If any part of this Agreement is adjudged by a Court of competent jurisdiction to be invalid, such judgment will not affect the validity of the remainder of this Agreement.

24. WAIVER
No failure on the part of either party to exercise, nor delay in exercising, any right, power or privilege under this Agreement will operate as a waiver of that right, power or privilege; nor will any single or partial exercise of any right, power or privilege under this Agreement preclude further exercise of such right or any other right under this Agreement.

25. CAPTIONS
The captions herein are for convenience only and do not define or in any way limit any of the terms of this Agreement.

26. JOINT AND SEVERAL LIABILITY
If more than one Franchisee is named in this Agreement, the liability of each is joint and several.

27. NOT A CONSUMER CONTRACT
Franchisee represents that the Equipment is being purchased for business purposes and agrees that under no circumstances shall this Agreement be construed as a consumer contract.

BROKER: **DIFFERENT RULES, LLC**	**FRANCHISEE:** _____ (Print Name)
By: _____ Title: _____ Date: _____	By: _____ (Signature) Date: _____

EXHIBIT A

AUTHORIZATION

Names of individuals (in addition to the Operator of the franchised restaurant) who are authorized to purchase equipment for Franchisee under terms of the Jack in the Box Equipment Brokerage Agreement:

Effective Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Authorized signature) _____ (printed name)
Date: _____

_____ (Franchise Operator printed name)

_____ (Franchise Operator signature)
Date: _____

This authorization is effective until written revocation is received by Different Rules, LLC.

EXHIBIT N

TECHNOLOGY SYSTEMS AND TECHNOLOGY SERVICES TERMS AND CONDITIONS

JACK IN THE BOX

TECHNOLOGY SYSTEMS AND TECHNOLOGY SERVICES

TERMS AND CONDITIONS

[FRANCHISEE ENTITY], a [STATE] [limited liability company / corporation] ("you" or "Franchisee") has / have entered into a separate agreement or separate agreements (each a "Franchise Agreement") whereby DIFFERENT RULES, LLC, a Delaware limited liability company ("Franchisor") has granted Franchisee the right and license to operate one or more franchised JACK IN THE BOX® branded restaurants ("Restaurant" or "Restaurants").

Franchisor requires the use of a Technology System, as defined in your Franchise Agreement, and Technology Services, as defined in your Franchise Agreement. You acknowledge that the need for and use of technology in the operation of the Restaurants and the operation of the JACK IN THE BOX franchise system and network of JACK IN THE BOX restaurants is dynamic and is likely to change and evolve over time, and therefore the Technology System, the requirements under the Technology System, the Technology Services, and the costs to support the Technology System and Technology Services will change over time. You wish to (a) use the Technology System and its various components, including as they may change and evolve over time; (b) use and receive the Technology Services; and (c) procure and/or lease certain hardware, software, equipment, and/or services from Franchisor and/or a Franchisor-approved third-party vendor.

In order to do so, you must be bound by the terms and conditions set forth herein ("Terms and Conditions"), which may be updated from time to time by Franchisor in Franchisor's discretion.

1. Permitted Use

1.1. Franchisee will not use the Technology System and/or Technology Services for any purpose that is unlawful or prohibited by these Terms and Conditions or the Franchise Agreement. Franchisee may not use the Technology System and/or Technology Services in any manner which could damage, disable, overburden, or impair the Technology System and/or Technology Services in any way or interfere with any other party's use of the Technology System and/or Technology Services. Franchisee may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Technology System and/or Technology Services.

1.2. Any and all licenses granted to Franchisee in connection with the Technology System and Technology Services are nonexclusive, non-assignable, and nontransferable.

1.3. This Permitted Use section pertains to any individual authorized by Franchisee to access the Technology System and/or Technology Services ("User").

2. Fees and Invoicing

2.1. **Invoices**. Franchisor will invoice Franchisee as required in connection with the Technology System and Technology Services in accordance with Franchisor's standard invoicing procedures. All payments will be paid to Franchisor by ACH or such other method specified by Franchisor in writing, so as to constitute immediately available funds. All payments will be paid free and clear of all claims, demands, or setoffs against Franchisor. Franchisor may alter the method of invoicing and/or payment under these Terms and Conditions upon thirty (30) days' advance written notice to Franchisee.

2.2. **Franchisor Credit Approval**. Franchisor may extend credit terms to Franchisee for any lease, purchase or offer of services made to Franchisee under these Terms and Conditions. Franchisor will only lease, procure equipment, or provide services upon approval and extension of credit terms to Franchisee. Franchisor's credit approval may be withdrawn at any time.

2.3. **Franchisor as Billing Agent**. In some cases, Franchisor may act as a billing agent for a third-party to send invoices to and accept payments from Franchisee. If Franchisor is a billing agent for a third-party, such payments must be made in accordance with the terms of these Terms and Conditions.

2.4. **Third Party Invoicing**. In some cases, Franchisee may be invoiced directly by third-party vendors approved by Franchisor. If Franchisee is invoiced directly by a third-party, Franchisee must make payments in accordance with the terms and conditions required by that third-party vendor.

3. Disclaimer of Other Guarantees / Warranties

3.1. **AS TO THE TECHNOLOGY SYSTEM**. Franchisor is not responsible for failures in the Technology System. Franchisor will not be liable for expenses, losses or any damages of any kind, including but not limited to the repair or replacement expenses, lost credit card sales, or lost profits in connection with or directly or indirectly resulting from such failures. Franchisee's sole remedy, if any, lies with the manufacturer, distributor or other third-party from whom Franchisor obtained or accessed any part of the Technology System.

3.2. **AS TO THE SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM,** FRANCHISEE ASSUMES RESPONSIBILITY FOR THE SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM ANY SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM. ALL SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM, IS PROVIDED "**AS-IS**" AND NEITHER FRANCHISOR NOR THE PROVIDER OR AUTHOR OF THE SOFTWARE, TECHNOLOGY SERVICES, OR TECHNOLOGY SYSTEM, MAKE ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE, TECHNOLOGY SERVICES, AND TECHNOLOGY SYSTEM, IS WITH FRANCHISEE. NEITHER FRANCHISOR NOR THE PROVIDER OR AUTHOR OR THE SOFTWARE TECHNOLOGY SERVICES, OR TECHNOLOGY SYSTEM WARRANT THAT THE

FUNCTIONALITY CONTAINED IN ANY SOFTWARE, TECHNOLOGY SERVICES, OR TECHNOLOGY SYSTEM, WILL MEET ALL OF FRANCHISEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE, TECHNOLOGY SERVICES, OR TECHNOLOGY SYSTEM, WILL BE UNINTERRUPTED OR ERROR-FREE.

3.3. **AS TO EQUIPMENT LEASED FROM FRANCHISOR OR PURCHASED THROUGH FRANCHISOR**, FRANCHISOR MAKES NO REPRESENTATION OR WARRANTY, ORAL, STATUTORY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO ANY HARDWARE, ITS MERCHANTABILITY OR ITS FITNESS OR CAPACITY OR DURABILITY FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL, OR WORKMANSHIP OF THE EQUIPMENT. THE EQUIPMENT IS PROVIDED "**AS-IS.**" FRANCHISEE ASSUMES RESPONSIBILITY FOR THE EQUIPMENT TO ACHIEVE ITS INTENDED RESULTS AND FOR THE INSTALLATION, USE AND RESULTS OBTAINED FROM ANY EQUIPMENT. FRANCHISOR NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OBLIGATION OR LIABILITY IN CONNECTION WITH THE EQUIPMENT OR ITS SALE, DELIVERY, INSTALLATION, OPERATION OR USE. FRANCHISOR IS NOT THE MANUFACTURER, DISTRIBUTOR OR SUPPLIER OF ANY EQUIPMENT, BUT IS AGREEING TO ACT AS AGENT FOR THE FRANCHISEE UNDER THESE TERMS AND CONDITIONS AND ONLY AS AN ACCOMODATION TO FRANCHISEE.

3.4. **AS TO TECHNOLOGY SERVICES PROVIDED BY FRANCHISOR**, FRANCHISOR AND ITS EMPLOYEES OR AGENTS HEREBY DISCLAIM ANY AND ALL ORAL, STATUTORY OR IMPLIED WARRANTIES FOR TECHNOLOGY SERVICES COVERED BY THESE TERMS AND CONDITIONS. NEITHER FRANCHISOR NOR ANY OF ITS EMPLOYEES, CONTRACTORS, OR AGENTS MAKE ANY WARRANTY OR REPRESENTATION OF THE RESULTS TO BE OBTAINED FROM ANY TECHNOLOGY SERVICES UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS THAT THE TECHNOLOGY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS WILL RESOLVE PROBLEMS, LOCATE FAULTY EQUIPMENT OR ISOLATE ERRORS IN THE EQUIPMENT. FRANCHISOR NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME ON BEHALF OF FRANCHISOR, ANY OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TECHNOLOGY SERVICES.

3.5. EACH OF THE FOREGOING IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

4. Limitations on Liabilities and Remedies for Default

4.1. **Technology Services**. With respect to the performance or non-performance of Technology Services provided by Franchisor to Franchisee, Franchisee's exclusive remedy is for Franchisor to take reasonable efforts to address the performance or non-performance, but Franchisor's liability, if any to Franchisee shall be limited to the amounts set forth in Section 4.5.

4.2. IN NO EVENT WILL FRANCHISOR, ITS AGENTS, AUTHORS, OWNERS AND/OR ASSIGNS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST SALES, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR INDIRECT DAMAGES ARISING OUT OF TECHNOLOGY SERVICES PROVIDED BY FRANCHISOR, TECHNOLOGY SERVICES FRANCHISOR FAILED TO PROVIDE, USE OR INABILITY TO USE ANY SOFTWARE, ANY TECHNOLOGY SERVICES PROCEDURES PERFORMED AT FRANCHISEE'S REQUEST OR OTHERWISE, OR FOR THE TECHNOLOGY SYSTEM OR ANY COMPONENT THEREOF. THIS APPLIES EVEN IF FRANCHISOR, ITS AGENTS, AUTHORS, OWNERS AND/OR ASSIGNS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY.

4.3. IN NO EVENT SHALL FRANCHISOR BE RESPONSIBLE FOR ANY DAMAGES OR CLAIMS IN CONNECTION WITH RESIDENT DATA OR DATA ERASURE, INCLUDING WITHOUT LIMITATION, THE SUFFICIENCY OF ANY DATA ERASURE PROCEDURES OR SERVICES, ANY ALLEGED OR ACTUAL VIOLATION OF PRIVACY LAWS, LOST OR COMPROMISED PROPRIETARY INFORMATION, LOSS OF SALES, LOSS OF PROFITS, BUSINESS OR USE, OR INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND FRANCHISEE SHALL INDEMNIFY, DEFEND AND HOLD FRANCHISOR HARMLESS FROM AND AGAINST ANY SUCH DAMAGES AND CLAIMS. FRANCHISOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO DATA ERASURE OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY DATA ERASURE PROCEDURES OR SERVICES.

4.4. FRANCHISOR WILL NOT BE LIABLE, TO ANY EXTENT WHATSOEVER, FOR THE SELECTION, QUALITY, CONDITION, MERCHANTABILITY, SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY, FITNESS, OPERATION OR PERFORMANCE OF THE TECHNOLOGY SYSTEM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FRANCHISOR WILL NOT BE LIABLE TO FRANCHISEE FOR ANY LIABILITY, CLAIM, LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE (INCLUDING BUT NOT LIMITED TO STRICT LIABILITY IN TORT) CAUSED, DIRECTLY OR INDIRECTLY, BY THE TECHNOLOGY SYSTEM OR ANY INADEQUACY THEREOF FOR ANY PURPOSE, OR ANY DEFICIENCY OR DEFECT THEREIN, OR THE USE OR MAINTENANCE THEREOF, OR ANY REPAIRS, SERVICING OR ADJUSTMENTS THERETO; OR ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE ANY PART THEREOF, OR ANY INTERRUPTION OR LOSS OF SERVICE OR USE THEREOF, OR ANY LOSS OF BUSINESS, OR ANY DAMAGE WHATSOEVER AND HOWSOEVER CAUSED EXCEPT THAT FRANCHISOR WILL BE LIABLE FOR ANY SUCH LOSS OR DAMAGE CAUSED BY THE WILLFUL MISCONDUCT OF FRANCHISOR, OR ITS AGENTS AND REPRESENTATIVES. AS TO FRANCHISOR, FRANCHISEE ACKNOWLEDGES THAT THE TECHNOLOGY SYSTEM PROVIDED IS ENTIRELY SUITABLE FOR FRANCHISEE'S PURPOSES.

4.5. THE LIABILITY OF FRANCHISOR TO FRANCHISEE FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER RELATING TO PERFORMANCE OR NON-PERFORMANCE OF TECHNOLOGY SERVICES PROVIDED BY FRANCHISOR TO FRANCHISEE, AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE LESSER OF:

a. ONE THOUSAND DOLLARS ($1,000.00); OR,

b. THE ANNUAL SERVICE FEE FOR THE TECHNOLOGY SERVICES THAT IS ALLEGED TO HAVE CAUSED THE DAMAGES; OR,

c. THE MONEY OTHERWISE PAID BY FRANCHISEE FOR THE TECHNOLOGY SERVICES THAT IS ALLEGED TO HAVE CAUSED THE DAMAGES.

4.6. The above limitation may not apply in states and/or jurisdictions that do not allow the exclusion or limitation of liability for consequential or incidental damages.

5. Default; Remedies Upon Default

5.1. **Default by Franchisee**. The occurrence of any one or more of the following events shall constitute a default by Franchisee:

5.1.1. any failure to pay when due any payment and such failure continues for a period of ten (10) days; or,

5.1.2. any failure by Franchisee to perform or comply with any other term, covenant, condition or obligation under these Terms and Conditions or the inaccuracy in any material respect of any representation or warranty made by Franchisee in connection therewith, which breach or failure to perform shall continue for a period of thirty (30) days after notice; or,

5.1.3. any loss, theft, substantial damage or destruction of any equipment purchased or leased under these Terms and Conditions for which Franchisor is not yet fully paid, or the issuance of attachment, levy, garnishment or judicial process with respect to that equipment; or,

5.1.4. any use or intended use of the equipment purchased or leased, or Software provided under these Terms and Conditions by Franchisee other in the context of normal Restaurant operations; or,

5.1.5. the making of an assignment by Franchisee for the benefit of its creditors; or the admission by Franchisee in writing of its inability to pay its debts as they become due; or the seeking or consenting by Franchisee to, or acquiescence by Franchisee in, the appointment of any trustee, receiver or liquidator of Franchisee, or of all or any substantial part of the properties of Franchisee, or its property or a bulk transfer of Franchisee's equipment, furniture, fixtures, inventory or other personal property; or the insolvency of Franchisee; or the filing by Franchisee of a voluntary petition in bankruptcy, or the adjudication of Franchisee as a bankruptcy, or the filing by Franchisee of any petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, or the filing of any answer by Franchisee admitting, or the failure by Franchisee to deny the material allegations of a petition filed against it for any such relieve; or the commission by Franchisee of any act of bankruptcy as defined in the Federal Bankruptcy Act, as amended; or,

5.1.6. the failure by Franchisee within sixty (60) days after the commencement of any proceeding against Franchisee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law or regulation, to obtain the dismissal of such proceeding or, within sixty (60) days after the appointment without consent or acquiescence of Franchisee, of any trustee, receive or liquidator of Franchisee or of all or any substantial part of the properties of Franchisee, to vacate such appointment; or,

5.1.7. Franchisor deeming itself insecure, believing in good faith that the prospect of Franchisee's payment of indebtedness hereunder (or any portion thereof) or of performance of the requirements under these Terms and Conditions is impaired; or,

5.1.8. any default under the terms of any other Franchise Agreement, Franchise Lease Agreement, development agreement, note, or any agreement or account for the purchase of product or services between Franchisor and Franchisee.

5.2. **Franchisor's Remedies Upon Default by Franchisee**. Upon default by Franchisee, Franchisor, at its option, may:

5.2.1. proceed by appropriate court action or actions at law and/or in equity to enforce performance by Franchisee of the applicable covenants and terms of these Terms and Conditions, and to recover from Franchisee any and all damages or expenses, including reasonable attorney's fees, which Franchisor shall have sustained by reason of Franchisee's default under these Terms and Conditions or in connection with Franchisor's enforcement of its remedies thereunder; and/or,

5.2.2. terminate the Franchise Agreement; and/or,

5.2.3. suspend any Technology Services or remove Franchisee from any Technology Systems; and/or

5.2.4. exercise any and all rights and remedies granted to a Secured Party under the Uniform Commercial Code, including seizure and sale; and/or,

5.2.5. exercise any all rights and remedies afforded to Franchisor in any other agreement between Franchisor and Franchisee, or under applicable law; and/or

5.2.6. maintain an action to recover damages and expenses.

Franchisee agrees that any seizure may be without notice, demand, court order or other process of law and without liability to Franchisee for any damages occasioned by the seizure. In the event of seizure and sale of any equipment, it is agreed that the proceeds of sale will be applied first to costs of sale and other expenses authorized by the Uniform Commercial Code, including reasonable attorneys' fees; second to service charges on past due payments; and third to other amounts due. Any surplus will be paid to Franchisee or such other person as may be entitled. Franchisee will remain liable for any deficiency, which it must pay to Franchisor immediately upon demand.

5.3. The remedies described in this Section, to the extent permitted by law, any one of which Franchisor need not, in its discretion, exercise, shall be deemed cumulative and may be exercised successively or concurrently. Except as set forth in this Section, and to the extent permitted by applicable law, Franchisee hereby waives any rights now or hereafter conferred by statute or otherwise that may require Franchisor to sell, lease or otherwise use any Leased Equipment in mitigation of Franchisor's damage or that may otherwise limit or modify any of Franchisor's rights or remedies.

6. Term and Termination.

6.1. These Terms and Conditions are effective as _____ and will remain in effect until terminated or changed by Franchisor. Franchisor may terminate these Terms and Conditions or suspend any services under these Terms and Conditions in the case of default or by providing thirty (30) days' advance written notice to Franchisee. For the sake of clarity, these Terms and Conditions will automatically terminate upon the termination or expiration of the Franchise Agreement; provided however, that a) Franchisee's obligation to pay the fees required under these Terms and Conditions shall remain in effect until fully paid, and b) all terms and conditions of these Terms and Conditions that by their terms or practical necessity survive termination shall remain in effect following termination. In the event of the extension, renewal, or modification of the Franchise Agreement, Franchisee acknowledges and agrees the terms and conditions of these Terms and Conditions shall continue, and these Terms and Conditions shall be applicable to Franchisee and its Restaurant operations, unless these Terms and Conditions have been modified or superseded by a new terms and conditions, in which case, Franchisee shall execute the new terms and conditions document or similar document required by Franchisor.

7. General Provisions

7.1. **Access to Equipment.** Upon reasonable notice to Franchisee, Franchisee must allow Franchisor, the Owner, and/or an Assignee access to a Restaurant and Franchisee's main business office, provided that such office is used primarily for JACK IN THE BOX® branded business purposes, during normal business hours for the purpose of inspecting the condition of the Technology System and/or to prepare for, or install any new equipment or perform service pursuant to these Terms and Conditions, or, if these Terms and Conditions expires or is terminated, to remove and/or disable any other equipment owned by Franchisor, such Owner, and/or any Assignee.

7.2. **Confidentiality of Technology System**. Franchisee acknowledges that Franchisor and the software authors have expended considerable time and money to develop the Technology System and/or Technology Services, the content of which is not generally known by others, and Franchisor the software authors wish to maintain the confidentiality of the Technology System and/or Technology Services. Accordingly, Franchisee must not at any time disclose the content of any part of the Technology System and/or Technology Services (including, but not limited to the password(s) necessary to obtain access to and use either) to any person, firm, organization or employee that does not need to obtain access to the Technology System and/or Technology Services to assist with the operation of the Restaurant(s), and Franchisee may not provide or allow access to or use of the Technology System and/or Technology Services to any third-party without Franchisor's

prior written approval. Franchisee also may not use the Technology System and/or Technology Services for the benefit of any third-party. This non-disclosure provision supplements, rather than replaces, Franchisee's obligation not to disclose or use Franchisor Confidential Information, as set forth in any Franchise Agreement or other agreement or documentation signed by Franchisee. This non-disclosure provision survives the termination of these Terms and Conditions, regardless of the reason for the termination.

7.3. **Third-Parties**. Franchisee authorizes Franchisor to provide Franchisee's name, telephone number, email address and/or other contact information to Franchisor-authorized third-party service providers for the purpose of facilitating the procurement of (including the lease of), Hardware, Software, and other Goods/Services, on behalf of Franchisee.

7.4. **Disaster Recovery Kit**. Franchisee shall keep a disaster recovery kit, which must be maintained and kept in the same location as the Technology System.

7.5. **Sales Data.** Franchisee must not delete, alter or modify sales data. Franchisee shall not disclose any sales data to any third-party without Franchisor's prior written approval.

7.6. **Non-Specified Features**. Franchisee grants Franchisor, at Franchisor's option, the right to remove or deactivate any feature of the Technology System and/or Technology Services. Such removal or deactivation shall be performed by Franchisor, the manufacturer or other third-party acceptable to Franchisor upon the request of Franchisor, and at a time convenient to Franchisee. Franchisee shall not unreasonably delay the removal of such features.

7.7. **Force Majeure**. Franchisor will not be liable to Franchisee for failure, delay, hindrance or prevention in performing any of its obligations hereunder if such failure, delay, hindrance or prevention is due to Acts of God, fire, flood, storm, riot, war, terrorism, sabotage, insurrection, explosion, accident, strike, lockout, labor disturbance, government action, law, ordinance or regulation, failure of normal sources of supply, failure of power, or any other contingency beyond its control that would have made performance commercially impracticable, whether or not the contingency is of the same class as those enumerated (each a "Force Majeure Event"). Any Force Majeure Event will be excused for the period of such Force Majeure Event and the period for the performance of the obligations under these Terms and Conditions will be extended for a period equivalent to the period of such Force Majeure Event.

7.8. **Notices**. All notices, requests and other communications under these Terms and Conditions must be made in writing and will be deemed given if delivered personally or by certified mail, return receipt requested, addressed as follows:

To: Franchisor	To Franchisee:
DIFFERENT RULES, LLC	ENTER FRANCHISEE ENTITY NAME
9357 Spectrum Center Blvd	ENTER FRANCHISEE ENTITY STREET ADDRESS
San Diego, CA 92123	ENTER CITY, ENTER STATE ZIPCODE
Attn: Legal Dept./Store #____	Attn: ENTER FRANCHISEE'S NAME
Fax Number: (858) 571-2625	Fax Number: ENTER FRANCHISEE'S FAX NUMBER
	Email: ENTER FRANCHISEE'S EMAIL

Either Party may change its address, fax number or other contact information by giving written notice to the other Party.

7.9. **Assignment**. Franchisee may not assign, sublicense, rent, lease, or otherwise transfer these Terms and Conditions, any rights or obligations under these Terms and Conditions, the Technology System, or any Leased Equipment without prior written consent of Franchisor. Any attempt to do so by Franchisee is void and will constitute a breach of these Terms and Conditions. Franchisor may freely assign these Terms and Conditions at any time.

7.10. **Third-Party Beneficiaries**. Any third-party Owner, Assignee, or software author is an intended third-party beneficiary of all of the exclusions, limitations, restrictions and conditions imposed in these Terms and Conditions to which it is entitled, and will be authorized to enforce the same by direct action.

7.11. **No Waiver**. No omission, or delay, by Franchisor at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Franchisee at any time designated, will be a waiver of any such right or remedy to which Franchisor is entitled, nor will it in any way affect the right of Franchisor to enforce such provisions.

7.12. **Binding Nature**. These Terms and Conditions will be binding upon, and will inure to the benefit of Franchisor, Franchisee and their respective successors, legal representatives and permitted assigns.

7.13. **Modification**. Franchisor can modify these Terms and Conditions at any time.

7.14. **Severability**. In the event any one or more of the provisions of these Terms and Conditions is for any reason adjudged by a Court of competent jurisdiction to be held invalid, illegal or unenforceable, the remaining provisions of these Terms and Conditions shall be unimpaired and such judgment will not affect the validity of the remainder of these Terms and Conditions. In addition, the invalid, illegal or unenforceable provision of the Terms and Conditions shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intent of the Parties underlying the provision of the Terms and Conditions deemed invalid, illegal or unenforceable.

7.15. **Survival of Obligations**. All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of these Terms and

Conditions shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied or by their nature expire.

7.16. **Compliance with Laws**. Franchisee acknowledges that it is required to comply with all laws, ordinances and regulations applicable to its Restaurant operations and Franchisee is solely responsible for the safety, security and personnel policies, rules and procedures in franchised Restaurants. Franchisor assumes no duties in that regard.

7.17. **Choice of Law**. These Terms and Conditions will be governed and construed under the laws of the State of California, without regard to any California conflict of law provisions.

7.18. **Jurisdiction and Venue; Waiver of Jury Trial**. The Parties to these Terms and Conditions hereby submit to the exclusive jurisdiction of the State of California, and any litigation arising out of or related to these Terms and Conditions will take place exclusively in San Diego County, California, which will be the sole proper venue for any such action. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LEGAL ACTION, PROCEEDING, AND CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS.

7.19. **Entire Agreement**. These Terms and Conditions together with any other terms and conditions provided in connection with the Technology System and/or Technology Services constitute the entire understanding between the Parties with respect to the subject matter hereof, and incorporates or supersedes all other written or oral agreements and understandings, regarding the subject matter of these Terms and Conditions including but not limited to the Technology System, the Technology Services, and all other matters and services specified herein. Neither Party has relied upon any other statement or representation in entering into these Terms and Conditions.

IN WITNESS WHEREOF, the Parties have caused these Terms and Conditions to be executed by their duly authorized representatives as of its Effective Date.

FRANCHISOR: **DIFFERENT RULES, LLC**	**FRANCHISEE:** **ENTER FRANCHISEE ENTITY NAME**
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Effective Date:_____	Date:_____

EXHIBIT O

STORED VALUE CARD SERVICE AGREEMENT

STORED VALUE CARD SERVICE AGREEMENT

THIS STORED VALUE CARD SERVICE AGREEMENT ("Agreement") is entered into this ____ day of _____, 20___ ("Effective Date") between JIB Stored Value Card, LLC ("JIB SVC") and _____ ("FRANCHISEE").

RECITALS:

1. Different Rules, LLC ("Company") has engaged JIB SVC to initiate a stored value card program, whereby customers of Jack in the Box restaurants may purchase and redeem stored value cards at any participating Jack in the Box restaurant (the "Gift Card Program").

2. FRANCHISEE independently operates one or more Jack in the Box restaurants, and desires to participate in the Gift Card Program.

3. FRANCHISEE desires to use the services of JIB SVC in connection with the conduct of its business activities related to the administration of a Gift Card Program on the terms and conditions set forth herein.

TERMS AND CONDITIONS:

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

ARTICLE I
Retention of Services and Agreement Term

1.1 Retention. FRANCHISEE hereby retains the services of JIB SVC, and JIB SVC agrees to provide the services described herein.

1.2 Term. The term of this Agreement shall begin on Effective Date and continue until terminated by either party. Termination by one party shall be effective ten (10) calendar days after the date of mailing a written notice of termination to the other party.

ARTICLE II
Power and Duties of JIB SVC

2.1 Powers of JIB SVC. Subject to such limitations as may be imposed by law or this Agreement, JIB SVC is hereby authorized and empowered, in the name of and on behalf of FRANCHISEE, to manage the Gift Card Program as JIB SVC deems reasonably necessary and appropriate, including but not limited to: (a) managing contracts with outside vendors for the tracking functions associated with the issuance and redemption of the Gift Card Program; and (b) establishing policies and procedures with respect to the operations, marketing, banking, accounting, financial controls, and other activities of the Gift Card Program.

2.2 Duties of JIB SVC

JIB SVC undertake the following duties:

a) Render or cause to be rendered such accounting services, financial controls, legal, technical and other services as it deems necessary or appropriate in the management of the Gift Card Program.

b) Facilitate cash transfers between FRANCHISEE's bank account and JIB SVC's bank account to the extent of stored value card activations, redemptions, and other transactions requiring the transfer of cash. To enable JIB SVC to perform such services, FRANCHISEE agrees to execute and deliver such authorizations and other instruments as JIB SVC may require.

c) Prepare and furnish to FRANCHISEE such information and reports concerning the Gift Card Program as FRANCHISEE shall reasonably request unless such information or reports are restricted or limited by Company.

d) Render such reports and make such periodic and other filings regarding the Gift Card Program as may be required under applicable federal, state and local laws, rules and regulations.

ARTICLE III
Duties of Franchisee

3.1 Execution of Authorizations and Agreements. To enable JIB SVC to perform services hereunder and administer the Jack Cash Program, FRANCHISEE agrees to execute and deliver to JIB SVC, JIB SVC's designee or FRANCHISEE's bank, such authorizations and other instruments as JIB SVC may require.

3.2 Payments of ACH or other Banking Fees. Any charges imposed by FRANCHISEE's bank, JIB SVC's bank, any governing authority, or any other loss or expense arising out of or incurred in connection with automated electronic withdrawals, deposits, transfers or insufficient funds (including reasonable attorneys' fees) are the responsibility of FRANCHISEE. FRANCHISEE agrees to maintain sufficient funds in his accounts to cover the expenses of the Jack's Ca$h program.

ARTICLE IV
Compensation of JIB SVC

4.1 In consideration of the services provided by JIB SVC hereunder, FRANCHISEE agrees to pay to JIB SVC during the term of this Agreement, a monthly fee in an amount to be determined by JIB SVC in its reasonable discretion (the "Service Fee"). The Service Fee shall be paid monthly in advance on or before the first day of each calendar month during the term of this Agreement. Each payment shall

be made to JIB SVC or JIB SVC's designee. The Service Fee shall be determined annually, but will not exceed the amount of thirty-four dollars ($34.00) per month. JIB SVC will notify FRANCHISEE of any change in the amount of the Service Fee, to be effective thirty (30) days after notice is given by JIB SVC.

ARTICLE V
Liability of JIB SVC; Indemnification

5.1 Judgments in Good Faith. Notwithstanding any other provisions contained herein to the contrary, in no event shall FRANCHISEE, or any director, officer, employee, agent, affiliate or shareholder of same make claim against JIB SVC on account of any alleged errors of judgment made in good faith in connection with the provision of services under this Agreement.

5.2 Indemnification. FRANCHISEE is responsible for all losses, damages and liabilities, whether contractual, statutory or otherwise, to third persons arising out of or in connection with the offer, sale, redemption or any use of stored value cards at businesses operated by FRANCHISEE, and for all claims or demands for damages or injury directly or indirectly resulting therefrom. FRANCHISEE on behalf of itself and each of its officers, directors, shareholders, affiliates, partners, agents, employees, heirs, successors and assigns (the "INDEMNITORS") hereby agrees to indemnify and hold harmless JIB SVC and each of its officers, directors, agents, employees, parent corporation and affiliates (the "INDEMNITEES") from any and all claims, demands, costs, losses, damages, liabilities, expenses (including attorneys' fees) judgments, fines and amounts paid in settlement (collectively, "Losses") in connection with claims made by third parties, whether contractual, statutory or otherwise, directly or indirectly arising out of or in connection with the offer, sale, redemption or any use of stored value cards at restaurants operated by INDEMNITORS, unless resulting from the gross negligence or willful misconduct of INDEMNITEES. If such claims are asserted against INDEMNITEES shall notify INDEMNITOR, and INDEMNITOR will assume the defense of such claims. If INDEMNITOR fails to assume the defense, then INDEMNITEES may defend in such manner as it deems appropriate. INDEMNITOR shall reimburse INDEMNITEE for all costs, including attorneys' fees, and the reasonable value of time spent by corporate counsel, incurred by INDEMNITEE in effecting such defense, in addition to any sum which INDEMNITEE or its affiliates may incur by reason of any settlement or judgment. INDEMNITEE's right to defense and indemnification hereunder shall exist, notwithstanding that its joint or concurrent liability may be imposed on INDEMNITEE by law.

ARTICLE VI
Miscellaneous

6.1 Independent Contractor. Nothing herein shall be construed or deemed to create a joint venture, contract of employment or partnership. JIB SVC SHALL NOT BE LIABLE TO ANY PERSON OR ORGANIZATION FOR ANY DEBT, LIABILITY OR OBLIGATION OF FRANCHISEE INCURRED OR CREATED PURSUANT TO

THE AUTHORITY GRANTED IN THIS AGREEMENT OR BY REASON OF ITS MANAGEMENT, DIRECTION OR CONDUCT OF FRANCHISEE 'S OPERATIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written below their signatures.

FRANCHISEE:

By: _____
Print Name: _____
Title: _____
Date: _____

JIB STORED VALUE CARD, LLC

By: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT P

STATE-SPECIFIC DISCLOSURE ADDENDA AND AGREEMENT AMENDMENTS

STATE-SPECIFIC ADDENDA AND AGREEMENT AMENDMENTS

Each provision of these Addenda to the Disclosure Document and Amendments to the Franchise Agreements, License Agreements and Development Agreements is effective only to the extent (with respect to each provision) that that state franchise law would apply to your franchise or development rights, without reference to the Addenda or Amendments.

CALIFORNIA DISCLOSURE ADDENDUM

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of California is amended to include the following:

1. Our website, www.jackinthebox.com, has not been reviewed or approved by the California Department of Financial Protection and Innovation. Any complaints concerning the content of the website may be directed to the California Department of Financial Protection and Innovation at www.dfpi.ca.gov.

2. 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.

3. SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

4. YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE § 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§ 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE § 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§ 20000 THROUGH 20043).

5. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representations it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

6. In Item 3, "Litigation," is amended by adding the following paragraphs:

> Pursuant to California law, this Item does not include any information regarding the arrest of any person(s) that did not result in a conviction or plea of nolo contendere.
>
> Neither we, nor any person identified in Item 2 above, is subject to any currently effective order of any national securities association or national securities exchange (as defined in the Securities and Exchange Act of 1934, 15 U.S.C. § 78a, et seq.) suspending or expelling such person from membership in such association or exchange.

7. Item 5, “Initial Fees,” is amended by adding the following paragraph:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

8. Item 10, “Financing” is amended to add the following to the first paragraph:

The highest interest rate permitted by law in California is 10% annually.

9. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” is amended by adding the following paragraph(s) to the end of the Item:

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

The Franchise Agreement and contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

10. The following is added to Item 19:

The earnings claims figure(s) does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

11. All the owners of the franchise will be required to execute personal guarantees. This requirement places the personal and marital assets of the franchise owner(s) at risk.

12. 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.

13. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

14. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

CALIFORNIA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

   The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

CALIFORNIA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

CALIFORNIA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

CALIFORNIA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516, and the California Franchise Relations Act, Cal. Bus. & Prof. Code §§ 20000-20043, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business. For California franchisees who sign a development agreement, the payment of the development and initial fees attributable to a specific unit in your development schedule is deferred until that unit is open.

2. Both the Governing Law and Choice of Law for Franchisees operating outlets located in California, will be the California Franchise Investment law and the California Franchise Relations Act regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the franchise agreement or amendment to or any agreement to the contrary is superseded by this condition.

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DISCLOSURE ADDENDUM

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Hawaii is amended to include the following:

1. The following paragraphs are added to the State Cover Page:

   THESE FRANCHISES WILL BE OR HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

   THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE 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, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

   THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN 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 FRANCHISEE.

   The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

2. The following paragraph is added at the end of Item 5:

   Based upon the review of Company's audited financial statements (attached as Exhibit A), by the State of Hawaii Department of

Commerce and Consumer Affairs (the "DOCC"), the DOCC has required that Company defer the payment of: (1) the development fee (a) under the Single Unit Development Agreement until all of the Company's pre-opening obligations to Developer have been satisfied, (b) under the Multi-Unit Development Agreement until each restaurant required to be developed under the Development Agreement opens for business, when a prorated amount of the total development fee shall be paid to Company, based on the number of restaurants to be opened under the Development Agreement and (2) the franchise fee until all of the Company's pre-opening obligations to Franchisee or Licensee have been satisfied and the restaurant opens for business.

3. Item 20 "List of Outlets," is amended by adding the following paragraph:

   This proposed registration is effective/exempt from registration or will shortly be on file in California, Hawaii, Illinois, Indiana, Kentucky, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Texas, Virginia, Washington, and Wisconsin. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

4. Item 21 "Financial Statements" is amended by adding the following paragraph:

   Attached at the end of Exhibit P to the FDD and incorporated into this Hawaii Addendum to the Franchise Disclosure Document are the unaudited financial statements for our parent, Jack in the Box SPV Guarantor, LLC and Subsidiaries, as of January 21, 2024.

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. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

HAWAII FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

> Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Franchise Fee until all of the Company's pre-opening obligations to Franchisee have been satisfied and the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14E, under the heading "Assignment of the Franchise":

> The general release requirement in subsection (iv) above excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

3. The following sentence is added to the end of Section 16E, under the heading "Right of First Refusal":

> The general release requirement in this subsection excludes only such claims as Franchisee may have under the Hawaii Franchise Investment Law.

4. The following new Section 18J is added, under the heading "Termination":

> J. Notwithstanding anything to the contrary in this Section 18, Company shall comply with Hawaii law which currently requires that Company compensate Franchisee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Franchisee's business to one owned and operated by Company, Company, in addition, must compensate Franchisee for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Franchisee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, Company will defer payment of the Franchise Fee until all of the Company's pre-opening obligations to Licensee have been satisfied and the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

   The general release requirement in subsection (iv) above excludes only such claims as Licensee may have under the Hawaii Franchise Investment Law.

3. The following new Section 15H is added, under the heading "Termination":

   H. Notwithstanding anything to the contrary in this Section 15, Company shall comply with Hawaii law which currently requires that Company compensate Licensee upon termination or refusal to renew the franchise for the fair market value, at the time of the termination or expiration of the franchise, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew a franchise for the purpose of converting Licensee's business to one owned and operated by Company, Company, in addition, must compensate Licensee for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Licensee's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

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

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Development Fee until all of the Company's pre-opening obligations to Developer have been satisfied and the Franchised Restaurant that you develop under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

   The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Hawaii Franchise Investment Law.

3. The following new Section 16D is added:

   D. Notwithstanding anything to the contrary in this Section 16, Company shall comply with Hawaii law which currently requires that Company compensate Developer upon termination or refusal to renew the development rights for the fair market value, at the time of the termination or expiration of the development rights, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by Company, Company, in addition, must compensate Developer for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Developer's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

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

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

HAWAII DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of Hawaii, Company will defer the payment of the Development Fee until each Franchised Restaurant that you develop under this Agreement opens for business. Upon the opening of each Franchised Restaurant, Developer shall pay to Company a prorated amount of the total Development Fee, based on the number of restaurants to be opened under the Development Agreement.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

   The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Hawaii Franchise Investment Law.

3. The following new Section 16D is added:

   D. Notwithstanding anything to the contrary in this Section 16, Company shall comply with Hawaii law which currently requires that Company compensate Developer upon termination or refusal to renew the development rights for the fair market value, at the time of the termination or expiration of the development rights, of any inventory, supplies, equipment and furnishings which were purchased from Company or a supplier designated by Company. Personalized materials which have no value to Company need not be compensated for. If Company refuses to renew development rights for the purpose of converting Developer's business to one owned and operated by Company, Company, in addition, must compensate Developer for the loss of goodwill. Company may deduct reasonable costs incurred in removing, transporting and disposing of Developer's inventory, supplies, equipment and furnishings pursuant to these requirements, and may offset any moneys due Company.

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

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

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DISCLOSURE ADDENDUM

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Illinois Complied Statutes sections 705/4 and 705/41 ("the Act"), the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Illinois is amended to include the following:

1. The following paragraph is added at the end of Item 5:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

2. Item 21 "Financial Statements" is amended by adding the following paragraph:

   Attached at the end of Exhibit P to the FDD and incorporated into this Illinois Addendum to the Franchise Disclosure Document are the unaudited financial statements for our parent, Jack in the Box SPV Guarantor, LLC and Subsidiaries, as of January 21, 2024

3. Illinois law governs the Franchise, License and Development Agreements.

4. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

5. Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

6. In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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.

8. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

ILLINOIS FRANCHISE AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2. of the Agreement:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

2. The following is added to the Agreement:

   Illinois law governs the Franchise Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

[Signatures on following page]

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS LICENSE AGREEMENT AMENDMENT

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

2. The following is added to the Agreement:

   Illinois law governs the License Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

[Signatures on following page]

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following is added to the Agreement:

   Illinois law governs the Development Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

[Signatures on following page]

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

ILLINOIS DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

To comply with the requirements of the Illinois Franchise Disclosure Act (Ill. Comp. Stat. §§ 705/1 to 705/44, (the "Act"), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Payment of Initial Franchise/Development Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. The following is added to the Agreement:

   Illinois law governs the Development Agreement.

   In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

   Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

[Signatures on following page]

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DISCLOSURE ADDENDUM

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Maryland is amended to include the following:

1. The following paragraph is added at the end of Item 5:

   Based upon our financial condition, the State of Maryland, Office of the Attorney General, Securities Division (the "Securities Division") has required that we defer the payment of: (1) the Development Fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the pre-opening fees for that restaurant.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by adding the following language:

   The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

   Except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, the Franchise Agreement permits you to sue only in California.

   Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise or development rights.

   You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Franchise Agreement is amended by adding the following language to the summary of provision "h":

   Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

4. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Development Agreement is amended by adding the following language to the summary of provision "h":

Termination upon bankruptcy may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

5. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Franchise Agreement is amended by adding the following language to the summary of provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. The Item 17, "Renewal, Termination, Transfer and Dispute Resolution," chart for the Development Agreement is amended by adding the following language to the summary of provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

7. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

8. 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 FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14.E, under the heading "Assignment of the Franchise":

> The general release requirement in subsection (iv) above excludes only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> The general release requirement in this subsection excludes only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law.

4. The following new Section 20.D(7) is added, under the heading "Governing Law, Jurisdiction and Venue":

> 7. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding anything to the contrary in the State of Maryland, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening, Licensee shall pay to Company the Franchise Fee.

2. The following sentence is added to the end of Section 14, under the heading "Assignment by Licensee":

> The general release requirement in subsection (iv) above excludes only such claims as Licensee may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 18.B(6) is added, under the heading "Governing Law, Jurisdiction and Venue":

> 6. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the license.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Development Fee until the Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 11.D, under the heading "Non-Assignability":

> The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 24.F is added, under the heading "Miscellaneous":

> F. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MARYLAND DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

> Notwithstanding the foregoing, in the State of Maryland, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer develops under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to JIB the Development Fee.

2. The following sentence is added to the end of Section 11D, under the heading "Non-Assignability":

> The general release requirement in subsection (iii) above excludes only such claims as Developer may have under the Maryland Franchise Registration and Disclosure Law.

3. The following new Section 24F is added, under the heading "Miscellaneous":

> F. The Maryland Franchise Registration and Disclosure Law allows a franchisee to bring a civil lawsuit in Maryland for claims arising under this Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MICHIGAN DISCLOSURE ADDENDUM

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:

(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 PROVISIONS 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 FRANCHISED 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 FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.

(ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.

(iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.

(iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.

(H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

(I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

* * * *

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

* * * *

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: MICHIGAN DEPARTMENT OF COMMERCE, CORPORATION AND SECURITIES BUREAU, 6546 MERCANTILE WAY, P.O. BOX 30222, LANSING, MICHIGAN 48910.

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE
CONSUMER PROTECTION DIVISION
ATTN: FRANCHISE
670 G. MENNEN WILLIAMS BUILDING
LANSING, MICHIGAN 48913

MINNESOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Minnesota is amended to include the following:

1. Item 5 of the Disclosure Document, "Initial Fees," is supplemented by the following:

> Based upon the review of our audited financial statements (attached as Exhibit A) by the State of Minnesota Department of Commerce (the "DOC"), the DOC has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the pre-opening fees for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the pre-opening fees for that restaurant.

2. Item 13 of the Disclosure Document, "Trademarks," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Item 14 of the Disclosure Document, "Patents, Copyrights, and Proprietary Information," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Item 17 of the Disclosure Document, "Renewal, Termination, Transfer, and Dispute Resolution," is supplemented by the following:

> With respect to franchisees/licensees/developers governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee/licensee/developer be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Franchise /

License / Development Agreement, and that consent to the transfer of the franchise/license/development not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

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

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Item 21 “Financial Statements” is amended by adding the following paragraph:

Attached at the end of Exhibit P to the FDD and incorporated into this Minnesota Addendum to the Franchise Disclosure Document are the unaudited financial statements for our parent, Jack in the Box SPV Guarantor, LLC and Subsidiaries, as of January 21, 2024.

6. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

7. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

8. No statement, questionnaire, or acknowledgement 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 with the franchise.

9. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

MINNESOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. Section 11 of the Agreement, "Ownership of Intellectual Property," is supplemented by the following sentence:

> The franchisor will protect the franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Section 14.E of the Agreement, under the heading "Assignment of the Franchise," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

4. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

5. Section 18 of the Agreement, "Termination," is supplemented by the following sentence:

> With respect to franchises governed by Minnesota Law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the franchise agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

6. Section 20.D of the Agreement, “Governing Law, Jurisdiction and Venue,” is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.
>
> Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

7. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

8. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

9. No statement, questionnaire, or acknowledgement 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 with the franchise.

10. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. Section 10 of the Agreement, "Ownership of Intellectual Property," is supplemented by the following sentence:

> The franchisor will protect the Licensee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols and/or indemnify the Licensee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. Section 14 of the Agreement, under the heading "Assignment by Licensee," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

4. Section 15 of the Agreement, "Termination," is supplemented by the following sentence:

> With respect to franchises governed by Minnesota Law, the franchisor will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a franchisee be given 90 day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the license agreement, and that consent to the transfer of the license rights not be unreasonably withheld.

5. Section 18.B of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Licensee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or

reduce any of Licensee's rights as provided for in Minnesota Statutes, Chapter 80C, or Licensee's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

6. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

7. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

8. No statement, questionnaire, or acknowledgement 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 with the franchise.

9. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5. of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Development Fee until the Franchised Restaurant that Developer will develop under this Agreement opens for business. Upon the opening of the Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. Section 11 of the Agreement, under the heading "Non-Assignability," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

3. Section 16 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, Company will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Developer be given 90-day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the development agreement, and that consent to the transfer of the development rights not be unreasonably withheld.

4. Section 24 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.
>
> Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

7. No statement, questionnaire, or acknowledgement 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 with the franchise.

8. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

MINNESOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5. of the Agreement:

> Notwithstanding the foregoing, in the State of Minnesota, Company will defer the payment of the Development Fee until the first Franchised Restaurant that Developer will develop under this Agreement opens for business. Upon the opening of the first Franchised Restaurant, Developer shall pay to Company the Development Fee.

2. Section 11 of the Agreement, under the heading "Non-Assignability," is supplemented by the following:

> The general release required as a condition of assignment or transfer shall not apply to any claims that arise under Minnesota Law regulating franchises. (Minn. Rule Part 260.4400D.)

3. Section 16 of the Agreement, "Default; Remedies," is supplemented by the following sentence:

> With respect to development rights governed by Minnesota Law, Company will comply with Minn. Stat. § 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Developer be given 90-day notice of termination (with 60 days to cure) and 180 days notice for non-renewal of the development agreement, and that consent to the transfer of the development rights not be unreasonably withheld.

4. Section 24 of the Agreement, "Miscellaneous," is supplemented by the following:

> Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Company from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Developer to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of Developer's rights as provided for in Minnesota Statutes, Chapter 80C, or Developer's rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

Any claim made pursuant to Minn. Stat. § 80C.17, may be brought within three (3) years after the cause of action accrues. (Minn. Stat. § 80C.17, Subd. 5.)

5. Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

6. The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

7. No statement, questionnaire, or acknowledgement 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 with the franchise.

8. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DISCLOSURE ADDENDUM

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities

association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non- waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by a franchisee": "You may terminate the agreement on any grounds available by law."

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NEW YORK FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 10.G of the Agreement, "Confidential Information," is deleted and replaced by the following paragraph:

> G. Franchisee understands and acknowledges that any failure to comply with the requirements of this Section will result in substantial injury and damage to Company for which there is no adequate remedy at law. For these reasons, if Franchisee violates or threatens to violate any term of this provision, Company will be entitled, in addition to any other remedies and damages available, to seek injunctive or other equitable relief to restrain the violation of this provision by Franchisee and its agents or employees. Franchisee agrees to pay all court costs and reasonable attorneys' fees incurred by Company in seeking specific performance of, or an injunction against violation of, the requirements of this Section in addition to any other claims to which Company may be entitled.

2. Section 14.E of the Agreement, "Assignment of the Franchise," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

3. The following sentence is added to the end of Section 16.E, under the heading "Right of First Refusal":

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

4. Section 20.D of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

5. There are circumstances in which an offering made by DIFFERENT RULES, LLC would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the state of New York. However, an offer or sale is deemed made in New York if Franchisee is domiciled in or

the franchise will be opening in New York. DIFFERENT RULES, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

6. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 14 of the Agreement, "Assignment By Licensee," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 18.B of the Agreement, "Governing Law, Jurisdiction and Venue," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

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

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the " Agreement") agree as follows:

1. Section 11.D of the Agreement, "Non-assignability," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

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

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NEW YORK DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and of the regulations promulgated thereunder (N.Y. Comp. Code R. & Regs., tit. 13, §§ 200.1 through 201.16), the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the " Agreement") agree as follows:

1. Section 11.D of the Agreement, "Non-assignability," is supplemented by the following:

> Article 33, Section 687.5, of the New York General Business Law states that it is unlawful to require a franchisee to assent to a release, assignment, novation, waiver or estoppel which would relieve a person from any duty or liability imposed by this article.

2. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following language:

> Nothing in this Agreement should be considered a waiver of any right conferred upon Franchisee by New York General Business Law, Sections 680-695.

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

4. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Insurance & Securities Department, the undersigned acknowledge and agree that the attached JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of North Dakota is amended as follows:

1. The following paragraph is added at the end of Item 5:

   Based upon the review of our audited financial statements (attached as Exhibit A), the North Dakota Insurance & Securities Department (the "Department") has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that restaurant.

2. The North Dakota Insurance 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.

3. The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

4. The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

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. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

NORTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Insurance & Securities Department, the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. The Agreement is amended by adding the following Section 21:

   L. The parties acknowledge and agree that they have been advised that the North Dakota Insurance Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

4. The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Insurance & Securities Department, the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. The Agreement is amended by adding the following Section 18.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Insurance Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

4. The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Insurance & Securities Department, the attached JACK IN THE BOX DISCLOSURE DOCUMENT DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

2. The Agreement is amended by adding the following Section 24.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Insurance Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

4. The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

NORTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code, §§ 51 19 01 through 51 19 17, and the policies of the office of the State of North Dakota Insurance & Securities Department, the attached JACK IN THE BOX DISCLOSURE DOCUMENT DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, in the State of North Dakota, Company will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

2. The Agreement is amended by adding the following Section 24.F:

   F. The parties acknowledge and agree that they have been advised that the North Dakota Insurance Commissioner has determined the following agreement provisions are unfair, unjust or inequitable to North Dakota franchisees (Section 51-19-09, N.D.C.C.):

      1. Restrictive Covenants: Any provision which discloses the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to this statute.

      2. Situs of Arbitration Proceedings: Any provision requiring that the parties must agree to arbitrate disputes at a location that is remote from the site of the franchisee's business.

      3. Restriction on Forum: Any provision requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

      4. Liquidated Damages and Termination Penalties: Any provision requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

      5. Applicable Laws: Any provision which specifies that any claims arising under the North Dakota franchise law will be governed by the laws of a state other than North Dakota.

      6. Waiver of Trial by Jury: Any provision requiring North Dakota franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Any provision requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Any provision requiring North Dakota franchisees to execute a general release of claims as a condition of renewal or transfer of a franchise.

3. The State of North Dakota has determined that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any reference or requirement in the Franchise Disclosure Document, Franchise Agreement, and/or Supplemental Agreements that a franchisee consent to the jurisdiction of courts outside North Dakota is deleted.

4. The State of North Dakota has determined that requiring a franchisee to consent to a limitation of claims to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The limitation of claims period is governed by North Dakota law.

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. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DISCLOSURE ADDENDUM

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34 the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Rhode Island is amended to include the following:

1. The following language is added to Item 17, "Renewal, Termination, Transfer and Dispute Resolution":

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

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

RHODE ISLAND FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. Section 20.D of the Agreement, under the heading "Governing Law, Jurisdiction and Venue," is supplemented by adding the following:

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

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. Section 18.B of the Agreement, under the heading "Governing Law, Jurisdiction and Venue," is supplemented by adding the following:

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

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following:

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

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

RHODE ISLAND DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19 28.1-1 through 19-28.1-34, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. Section 24 of the Agreement, under the heading "Miscellaneous," is supplemented by adding the following:

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

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA DISCLOSURE ADDENDUM

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the Franchise Disclosure Document for JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of South Dakota shall be amended to include the following

1. The following paragraph is added at the end of Item 5:

   Based upon the review of our audited financial statements (attached as Exhibit A), the South Dakota Securities Regulation Office has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the development Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to us the franchise fee for that restaurant.

2. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

SOUTH DAKOTA FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 2 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

SOUTH DAKOTA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the South Dakota Codified Laws, §37-5B-5, the parties to the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") agree as follows:

1. The following is added to the end of Section 5 of the Agreement:

Notwithstanding the foregoing, in the State of South Dakota, Company will defer the payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

2. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DISCLOSURE ADDENDUM

In recognition of the Virginia Retail Franchising Act, Virginia Code sections 13,1-557 et seq., ("Franchise Act"), the JACK IN THE BOX DISCLOSURE DOCUMENT for use in the State of Virginia is amended to include the following:

1. The following paragraph is added at the end of Item 5:

> Based upon the review of our audited financial statements (attached as Exhibit A) by the Virginia State Corporation Commission's Division of Securities and Retail Franchising (the "Division"), the Division has required that we defer the payment of: (1) the development fee until the first restaurant required to be developed under the Development Agreement opens for business; and (2) the franchise fee for each restaurant until the relevant restaurant opens for business. Upon the opening of the first restaurant that you develop under the Develop Agreement, you must pay to us the development fee. Upon the opening of each restaurant, you must pay to use the franchise fee for that restaurant.

2. Item 17 of the Disclosure Document, "Renewal, Termination, Transfer and Dispute Resolution," is supplemented by adding the following statement:

> Section 13.1-571 of the Franchise Act provides that any condition, stipulation or provision binding any person to waive compliance with any provision of the Franchise Act or of any rule or order under the Franchise Act is void.

3. To the extent this Addendum is deemed to be inconsistent with the Disclosure Document, the terms of this Addendum shall govern.

4. 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 ground for default or termination stated in the franchise or development 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 FRANCHISE AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX FRANCHISE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

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

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA LICENSE AGREEMENT AMENDMENT

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX LICENSE AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 2 of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

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

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Development Fee until the Restaurant that you develop under this Agreement opens for business. Upon the opening of the Restaurant, Developer shall pay to Company the Development Fee.

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

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

VIRGINIA DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

In recognition of the requirements of the Virginia Retail Franchising Act, Virginia Code sections 13, 1-557 et seq., the attached JACK IN THE BOX DEVELOPMENT AGREEMENT (the "Agreement") is supplemented as follows:

1. The following is added to the end of Section 5 of the Agreement:

   Notwithstanding the foregoing, Company will defer payment of the Development Fee until the first Restaurant that you develop under this Agreement opens for business. Upon the opening of the first Restaurant, Developer shall pay to Company the Development Fee.

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

3. To the extent this Amendment is deemed to be inconsistent with any terms or conditions of the Agreement, the terms of this Amendment shall govern.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON DISCLOSURE ADDENDUM

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **RISK FACTOR. Use of Franchise Brokers**. The franchisor uses the services of a franchise broker to assist it in selling franchises. The franchise brokers are employees of our parent company JACK IN THE BOX INC., but are considered franchise brokers because they are not employed by the franchisor. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

20. **Assurance of Discontinuance**. The following paragraph is added at the end of Item 3:

> *Assurance of Discontinuance with the Washington State Attorney General.* In December 2018, Jack in the Box Inc. entered into an Assurance of Discontinuance ("AOD") with the Washington State Attorney General. The AOD, which was filed in the State of Washington King County Superior Court, agreed that JIB will no longer include the non-solicitation and no-hire provisions in any of its franchise agreements in the United States as of the date the AOD was filed. It also agreed that JIB will no longer enforce those provisions in any of its existing franchise agreements in the United States,

and that JIB will not seek to intervene or defend against any action brought by the AG's office against a franchise operator who attempts to enforce those provisions. JIB notified its franchisees about the AOD and requested that the Washington state franchisees execute an amendment to their existing franchise agreements that effectively removes the non-solicitation and no-hire provisions. JIB also removed both provisions from its current Franchise Agreement.

21. **Fee Deferral.** The following paragraphs are added at the end of Item 5:

Based upon the review of our audited financial statements (attached as Exhibit A) by the State of Washington, Department of Financial Institutions, Securities Division (the "Division"), the Division has required that we defer the payment of all initial fees. If you have signed a Development Agreement, upon the opening of each Franchised Restaurant, you will pay to us the pro-rated portion of the Development Fee for that Franchised Restaurant. Under the Franchise Agreement, you will pay to us the Franchise Fee with the Franchised Restaurant opens for business.

22. **Referral Fees.** The following is added at the end of Item 5:

Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

WASHINGTON FRANCHISE AGREEMENT AMENDMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Agreement regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Franchise Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Franchise Agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the Franchise Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the Franchise Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in Franchise Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the Franchise Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the Franchise Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the Franchise Agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the Franchise Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the Franchise Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the Franchise Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the

Franchise Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the Franchise Agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Fee Deferral.** The following is added to the end of Section 2 of the Agreement:

    Notwithstanding the foregoing, Company will defer the payment of the Franchise Fee until the Franchised Restaurant opens for business. Upon the opening of the Franchised Restaurant, Franchisee shall pay to Company the Franchise Fee.

[Signatures on following page]

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

DIFFERENT RULES, LLC	FRANCHISEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON LICENSE AGREEMENT AMENDMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the License Agreement regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the License Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the License Agreement or related agreements concerning your relationship with the franchisor. License Agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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 License Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the License Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the License Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the License Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in License Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the License Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the License Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the License Agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the License Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the License Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the License Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the License Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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 License Agreement or elsewhere are void and unenforceable in Washington.

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18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Fee Deferral.** The following is added to the end of Section 2 of the Agreement:

    Notwithstanding the foregoing, Company will defer the payment of the Franchise Fee until the Licensed Restaurant opens for business. Upon the opening of the Licensed Restaurant, Licensee shall pay to Company the Franchise Fee.

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

DIFFERENT RULES, LLC	LICENSEE
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON DEVELOPMENT AGREEMENT AMENDMENT (SINGLE UNIT)

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Development Agreement regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Development Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Development Agreement or related agreements concerning your relationship with the franchisor. Development agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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 Development Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the Development Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

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6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

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12. **Indemnification.** Any provision in the Development Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the Development Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

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Development Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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 Development Agreement or elsewhere are void and unenforceable in Washington.

16. **Questionnaires and Acknowledgments.** 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.

17. **Prohibitions on Communicating with Regulators.** Any provision in the Development Agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Fee Deferral.** The following is added to the end of Section 5 of the Agreement:

    Notwithstanding the foregoing, Company will defer the payment of the Development Fee. For each Restaurant that you develop under this Agreement, Developer shall pay to Company the pro-rated portion of the Development Fee attributable to that Restaurant after the Restaurant opens for business.

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

WASHINGTON DEVELOPMENT AGREEMENT AMENDMENT (MULTI-UNIT)

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Development Agreement regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Development Agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the Development Agreement or related agreements concerning your relationship with the franchisor. Development agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation.** 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 Development Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

4. **General Release.** A release or waiver of rights in the Development Agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Development Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. **Termination by Franchisee.** The franchisee may terminate the Development Agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions.** Provisions in Development Agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the Development Agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing.** Any provision in the Development Agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement.** Provisions in the Development Agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification.** Any provision in the Development Agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees.** If the Development Agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants.** 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 provision contained in the

Development Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements.** 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 Development Agreement or elsewhere are void and unenforceable in Washington.

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    Notwithstanding the foregoing, Company will defer the payment of the Development Fee. For each Restaurant that you develop under this Agreement, Developer shall pay to Company the pro-rated portion of the Development Fee attributable to that Restaurant after the Restaurant opens for business.

[Signatures on following page]

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

DIFFERENT RULES, LLC	DEVELOPER
By: _____	By: _____
Date: _____	Date: _____
By: _____	By: _____
Date: _____	Date: _____

EXHIBIT Q

LEASE ADDENDUM

LEASE ADDENDUM
(AS REQUIRED BY THE JACK IN THE BOX FRANCHISE AGREEMENT)

THIS ADDENDUM TO LEASE, dated _____, 20___, is entered into by and between _____ ("Lessor") and _____, ("Lessee").

RECITALS:

A. The parties hereto have entered into that certain Lease Agreement, dated _____ ("Lease"), pertaining to the premises located at _____ ("Premises").

B. Lessor acknowledges that Lessee intends to operate a Jack in the Box restaurant at the Premises under a Jack in Box Franchise Agreement ("Franchise Agreement") with Different Rules, LLC ("Company").

C. The parties now desire to amend the Lease in accordance with the terms and conditions contained herein.

TERMS AND CONDITIONS:

NOW, THEREFORE, it is hereby mutually covenanted and agreed between Lessor and Lessee as follows:

1. Use. The Premises shall be used for the purposes set forth in Recital B and for no other purpose during the term of the Lease or any renewal thereof.

2. Remodeling and Décor. Lessor agrees that Lessee shall have the right to remodel, equip, paint and decorate the interior and exterior of the Premises and to display such proprietary marks and signs on the interior and exterior of the Premises as Lessee is required to do pursuant to the Franchise Agreement or any Franchise Agreement under which Lessee may operate a Jack in the Box restaurant at the Premises.

3. Notice. Lessor and Lessee each agree that whenever they send the other any letter, notice, amendment or other document pertaining to the Lease or the Premises, they will simultaneously send a copy to Company. All notices to Company shall be sent by Registered or Certified Mail, postage prepaid, to the following address:

Different Rules, LLC
Attention: Legal Transactions Dept.
9357 Spectrum Center Blvd
San Diego, CA 92123
Re: Legal Dept./Store #____

Company may change its address for receiving notices by giving Lessor written notice of such new address. Lessor agrees that it will notify both Lessee and Company of any change in Lessor's mailing address to which notices should be sent.

4. Sublease or Assignment. Lessee may not assign or sublease all or any part of its occupancy rights without Company's prior written consent.

5. Right of Entry. Upon the expiration or termination of either the Lease or the Franchise Agreement, Lessor will allow Company to enter the Premises, without being guilty of trespass and without incurring any liability to Lessor, to remove all signs and other items identifying the Premises as a Jack in the Box restaurant and to make such other modifications as are reasonably necessary to protect Company's proprietary marks and the Jack in the Box System, and to distinguish the Premises as a Jack in the Box restaurant; provided, however, that this obligation of Lessor shall be conditioned upon Company giving Lessor prior notice of the modifications to be made and the items removed. Company shall also have the right to enter the Premises to make any modifications necessary to protect Company's proprietary marks or to cure any default under the Lease or the Franchise Agreement.

6. Default.

A. In the event of a default or violation by Lessee under the terms of the Lease, Lessor shall give Lessee and Company notice as required by Section 3 of this Addendum to Lease and shall allow Company to cure the default.

B. Lessor hereby approves the right of Company to assume Lessee's occupancy rights, and the right to assign the Lease or sublease the Premises, for all or any part of the remaining Lease term, upon, (i) the Lessee's default, or a termination of the Lease for any reason, (ii) a default under the Franchise Agreement, or a termination of the Franchise Agreement for any reason, or (iii) transfer of the restaurant to Company.

7. Recordation. A memorandum of Lease shall be recorded in the appropriate Recorder's Office in the County in which the Premises is located and a copy of the recording certificate shall be delivered to Company.

8. Non-Disturbance. Lessor deliver to Lessee a non-disturbance agreement (i) from the current holder of any mortgage or deed of trust which is a lien on the premises, or (ii) if the landlord is the tenant under the terms of any master lease, from the lessor under such master lease. Such non-disturbance agreement shall provide that so long as Lessee is not in default beyond any applicable cure periods under its lease, the lender or master lessor, as the case may be, shall not disturb Lessee's use and possession of the Premises upon the default by Lessor under the mortgage/deed of trust or master lease, or upon termination of the master lease for any other reason.

9. Exclusivity. If the Premises is located within a shopping facility or similar multi-tenant facility, Lessor shall not at any time permit or allow the tenancy or operation of any drive-through and/or fast-food restaurant business upon any land within the shopping center and/or upon any land adjacent to the Premises that is owned or controlled by Lessor.

10. Consideration: No Liability.

A. Lessor hereby acknowledges that the provisions of this Addendum to Lease are required pursuant to the Franchise Agreement under which Lessee plans to operate its business and that Lessee would not lease the Premises without this Addendum.

B. Lessor further acknowledges that Lessee is not an agent or employee of Company and that Lessee has no authority or power to act for, or to create any liability on behalf of, or to in any way bind Company, and that Lessor has entered into this Addendum to Lease with full understanding that it creates no duties, obligations or liabilities on or against Company.

11. Reaffirmation of Lease. Except as amended or modified herein, all of the terms, conditions and covenants of the Lease shall remain in full force and effect and are incorporated herein by reference and made a part hereof as though copied in full herein.

12. Amendments. No amendment or variation of the terms of this Addendum to Lease shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed as of the day and year written below their signatures.

LESSOR:	**LESSEE:**
_____	_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
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 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:

STATES	EFFECTIVE DATE
California	*Pending*
Hawaii	*Pending*
Illinois	*Pending*
Indiana	*Pending*
Maryland	*Pending*
Michigan	*Pending*
Minnesota	*Pending*
New York	*Pending*
North Dakota	*Pending*
Rhode Island	*Pending*
South Dakota	*Pending*
Virginia	*Pending*
Washington	*Pending*
Wisconsin	*Pending*

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

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 the franchisor offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we 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 we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Different Rules, LLC does not deliver this Disclosure Document on time, or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agencies listed in Exhibit B.

The franchisor is Different Rules, LLC, located at 9357 Spectrum Center Blvd., San Diego, California 92123. Its telephone number is (858) 571-2121.

Issuance Date: March 13, 2026

Different Rules, LLC authorizes the agents listed in Exhibit C to receive service of process for it.

The name, principal business address and telephone number of each franchise seller offering the franchise: Van Ingram, Senior Vice President, Chief Development Officer; Jeremy Korzen, Vice President, Strategic Finance; Ronniann Silver, Director of Franchise Development; Dustin Thompson, Director of Franchise Marketing and Development; and Kaleigh ("Jo") Scott, Franchise Development Manager. Each of these individuals may be reached at: 9357 Spectrum Center Blvd., San Diego, California 92123, (858) 571-2121.

I have received a Franchise Disclosure Document, issued March 13, 2026 that included the following Exhibits:

EXHIBITS

A. Financial Statements
B. List of State Administrators
C. Agents for Service of Process
D. List of Franchised Locations, Former Franchisees and Agreements Signed But Unit Not Yet Opened
E. Statement of Prospective Franchisee
F-1. Franchise Agreement (and Amendment to Franchise Agreement for Incentive Program)
F-2. Nontraditional License Agreement
G-1. Single Unit Development Agreement
G-2. Multi-Unit Development Agreement
H. Authorization for Prearranged Payments
I. Promissory Note – Development Incentive Program
J. Lease Agreement – Jack in the Box Franchised Restaurant
K. General Release of All Claims
L. Market Pulse Meeting Participation Agreement
M. Equipment Brokerage Agreement
N. Technology Systems and Technology Services Terms and Conditions
O. Stored Value Card Service Agreement
P. State-Specific Disclosure Addenda and Agreement Amendments
Q. Lease Addendum

Please sign one copy of the receipt, date your signature, and return it to Franchise Services, 9357 Spectrum Center Blvd., San Diego, California 92123.

Date: _____ Signature: _____

_____
Printed Name

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 the franchisor offers you a franchise, it must provide this Disclosure Document to you fourteen (14) calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we 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 we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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_____
Printed Name