FRANCHISE DISCLOSURE DOCUMENT

ARBY'S FRANCHISOR, LLC
A Delaware limited liability company
Three Glenlake Parkway NE
Atlanta, Georgia 30328
(678) 514-4100
http://www.arbys.com

As a franchisee, you will own and operate an Arby's® Restaurant that features a variety of Arby's deli-inspired sandwiches and complementary side items and desserts.

The total investment necessary to begin operation of an Arby's Restaurant franchise is from $868,550 to $2,456,600 for a Free-Standing Arby's Restaurant and from $651,550 to $1,379,600 for a Non-Free-Standing Arby's Restaurant. This includes $12,500 to $56,300 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Note, however, that no governmental agency has verified the information contained in this disclosure 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 Arby's Franchise Development Team at Three Glenlake Parkway NE, Atlanta, Georgia 30328, (678) 514-4100.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission ("FTC"). You can contact the FTC 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 26, 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 A.
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 B 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 Arby's business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Arby's franchisee?	Item 20 or Exhibit A list current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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.

<u>Special Risks to Consider About *This* Franchise</u>

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

1) **Out-of-State Dispute Resolution**. The franchise agreement and development agreement require you to resolve disputes with the franchisor by litigation only in the then-current city of the franchisor's principal business office, which is currently Atlanta, Georgia. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with the franchisor in a state other than in your own state.

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

THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY <u>THE MICHIGAN FRANCHISE INVESTMENT LAW</u>

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 provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

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

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

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

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

(4) 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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
Corporate Oversight Division
Attention: Franchise Section
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone Number: (517) 335-7567

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EXHIBITS

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

To simplify the language in this disclosure document, "we", "our" or "us" means Arby's Franchisor, LLC, the franchisor. "You" means the person or entity that acquires the franchise. If you are a corporation, limited liability company or other entity, then we may require your principals to sign the Guaranty and Assumption of Obligations attached to the Franchise Agreement (Exhibit B), which means that all of the provisions of the Franchise Agreement also will apply to them.

The Franchisor

We are a limited liability company organized in Delaware on July 2, 2015. We do business under the brand name "Arby's". We have offered franchises for Arby's Restaurants (defined below) since November 2015. As of December 28, 2025, our 2025 fiscal year end, there were 3,265 Arby's restaurants operating in the United States (2,340 single-branded franchised, 4 multi-branded franchised, 920 single-branded company-owned, and 1 multi-branded company-owned). As of December 28, 2025, there were 243 franchised Arby's restaurants operating internationally and in Puerto Rico.

We have never operated an Arby's Restaurant or offered franchises in any other line of business. We have no other business activities except those described here. Our principal business address is Three Glenlake Parkway NE, Atlanta, Georgia 30328. If we have an agent for service of process in your state, we disclose that agent in Exhibit H.

The Arby's Restaurant Franchise Opportunity

We grant franchises for, and some of our affiliates operate, restaurants featuring our deli-inspired sandwiches and related items that operate under our trademarks, service marks and tradenames (the "Trademarks") and our system, all of which may change periodically ("Arby's Restaurants"). The Arby's brand purpose is Inspiring Smiles Through Delightful Experiences™. Arby's delivers on its purpose by celebrating the art of Meatcraft® with a variety of high-quality proteins and innovative, crave-able sides, such as curly fries and jamocha shakes. Arby's Fast Crafted® restaurant services feature a unique blend of quick-service speed combined with the quality and made-for-you care of fast casual. We call the Arby's Restaurant that you will operate under the Franchise Agreement your "Restaurant."

This disclosure document contains information regarding the following 2 types of Arby's Restaurants: (1) traditional full-menu, limited service Arby's Restaurants, which could be in free-standing locations, convenience stores, travel plazas, truck stops, travel plaza/convenience store combos, end cap and inline locations, and malls ("Traditional Restaurants"), the vast majority of which include a drive-thru window; and (2) limited menu, limited size and reduced service restaurants intended to meet consumer demand in locations that may not support a full menu and/or full size restaurant ("Non-Traditional Restaurants"). A Non-Traditional Restaurant generally occupies a smaller retail space, offers no or very limited seating and may cater to a captive audience, may have a limited menu and may possibly feature reduced services, labor, storage and different hours of operation. Non-Traditional Restaurant locations include airports, military bases, hospitals, service plazas, stadiums, theme/amusement parks and arenas which have no seating or shared seating, casinos, colleges, universities, and other institutional facilities which have common area seating.

Before signing the Franchise Agreement, you must sign a Development Agreement (Exhibit C). If you will open only one Arby's Restaurant, the Development Agreement covers the process for your constructing the Restaurant and the training we provide. If you will open multiple Arby's Restaurants, then the Development Agreement will specify the number of Arby's Restaurants you will develop over a specified period (the "Development Schedule") and the territory within which you will develop them (the "Territory"). You will sign our then current form of Franchise Agreement for each Arby's Restaurant you develop in the Territory, which currently is the form of Franchise Agreement in this disclosure document but could in the future differ from that form. However, if you fully comply with the Development Agreement, each Franchise Agreement that the Development Agreement covers will reflect the royalty and franchise fee specified in the Development Agreement.

Multi-Brand Locations

We have an arrangement with Buffalo Wild Wings International, Inc., Dunkin' Donuts Franchising LLC, Baskin-Robbins Franchising LLC, Jimmy John's Franchisor SPV, LLC, and Sonic Franchising LLC (each an "Other Franchisor") whereby we, together with the applicable Other Franchisor(s), may offer certain qualified prospects the right to develop and operate an Arby's Restaurant at the same location as, and in combination with, a Buffalo Wild Wings® sports bar, BWW GO® restaurant, Dunkin'® restaurant, Baskin-Robbins® restaurant, Jimmy John's® restaurant, and/or Sonic® restaurant (collectively, the "Other Restaurants" and together with an Arby's Restaurant, the "Multi-Brand Location").

Each Multi-Brand Location will offer and sell a range of products authorized to be sold under Arby's Restaurant system and Trademarks, and the franchise system and trademarks of the Other Franchisor(s). The Arby's Restaurant and Other Restaurant(s) operating from the Multi-Brand Location may require separate point of sale systems, employees, uniforms, branding, and more for each restaurant.

To operate an Arby's Restaurant at a Multi-Brand Location, you (and/or your affiliate) must (i) enter into a Franchise Agreement and the Multi-Brand Addendum attached to this disclosure document as Exhibit D-3 (the "Multi-Brand Addendum" or "MBA") with us for the operation of an Arby's Restaurant, and (ii) enter into a franchise and multi-brand addendum for the applicable Other Restaurant(s) with each applicable Other Franchisor for the operation of the Other Restaurant (collectively, each an "Other Franchise Agreement"). We will not grant you the right to operate an Arby's Restaurant at a Multi-Brand Location unless each applicable Other Franchisor grants you the right to operate the Other Restaurant and permits that Other Restaurant to be operated at a Multi-Brand Location. The terms of each Other Franchisor's franchise offering, franchise agreement, and related agreements are disclosed in the Other Franchisor's franchise disclosure document, which you must obtain from that Other Franchisor.

Unless otherwise noted, the disclosures in this disclosure document apply to Arby's Restaurants that are operated at Multi-Brand Locations.

Market and Competition

Your Restaurant will offer products and services to the general public throughout the year and compete with other national and regional chains and local restaurants that sell similar products and services. This market is well developed and very competitive.

Industry-Specific Laws and Regulations

You must comply with all local, state, and federal laws and regulations applicable to the operation of restaurants, such as the following: labor and employment laws and regulations; health, sanitation, food handling, food preparation, and waste disposal laws and regulations; smoking restrictions; anti-solicitation practices (including the Telephone Consumer Protection Act, CAN-SPAM Act, and the Telemarketing Sales Rule); and consumer pricing advertising, menu, and point-of-sale disclosures (such as statements concerning the nutritional and dietary characteristics of the food served at your business). You must also comply with all other laws, regulations, ordinances, and licensing requirements that apply generally to all businesses. It is your responsibility to investigate and comply with all laws, regulations, ordinances, and licensing requirements that may affect your operations, and to investigate the need for obtaining and maintaining all licenses and permits necessary to open and operate. We encourage you to make additional inquiries into these laws, regulations, ordinances, and licensing requirements and to obtain the assistance of legal counsel.

Our Predecessor and Certain Arby's Affiliates

One of our parent companies is Arby's Restaurant Group, Inc. ("ARG"). ARG's principal business address is the same as our address. ARG offered franchises for Arby's Restaurants and T.J. Cinnamon's® restaurants (described below) from May 2006 until November 2015. ARG has never operated an Arby's Restaurant or offered franchises in any other line of business. Under a securitization financing transaction that closed in November 2015 (the "Securitization Transaction"), ARG transferred all of the then existing franchise agreements and related agreements for Arby's Restaurants to us, and we became the franchisor of all existing and future franchise and related agreements. As part of the Securitization Transaction, ARG signed a management agreement with us to provide the required support and services to Arby's franchisees under their franchise agreements. ARG also acts as our franchise sales agent. We pay management fees to ARG for these services. However, as the franchisor, we are responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

In addition, our affiliate, IRB Holding Corp., a Delaware corporation, ("IRB") is an approved supplier of the Arby's Order Ahead Platform described in Item 8. IRB has never operated any Arby's Restaurants or offered franchises in any other line of business, and IRB's principal business address is the same as our address.

Other current and former affiliates have in the past offered franchises for other restaurant concepts, including T.J. Cinnamon's stores, which served baked goods. All remaining T.J. Cinnamon's stores closed in 2019.

Inspire Brands Affiliated Programs

Another of our parent companies is Inspire Brands, Inc. ("Inspire Brands"), whose principal business address is the same as ours. Inspire Brands is a global, multi-brand restaurant company, launched upon completion of the merger between a parent of the Arby's brand and a parent of the Buffalo Wild Wings brand in February 2018. Subsidiaries of Inspire Brands listed below are our affiliates who own and administer the network of franchised and company-owned restaurants operating under the Arby's, Buffalo Wild Wings, Buffalo Wild Wings-GO, Jimmy John's, Sonic, Dunkin' and Baskin-

Robbins brands. Unless otherwise stated, all Inspire Brands' subsidiaries share our principal business address. Except as described below, none of Inspire Brands' subsidiaries have ever operated or offered franchises for Arby's Restaurants or offered franchises in any other line of business.

Buffalo Wild Wings International, Inc. ("BWWI") is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under the Buffalo Wild Wings name ("Buffalo Wild Wings Sports Bars") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("BWW GO Restaurants"). BWWI has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW GO Restaurants since December 2020. As of December 28, 2025, there were 1,178 Buffalo Wild Wings Sports Bars operating in the United States (549 franchised and 629 company-owned). As of December 28, 2025, there were 219 BWW GO Restaurants operating in the United States (194 franchised and 25 company-owned).

Dunkin' Donuts Franchising LLC ("DD") is the franchisor of Dunkin' restaurants in the United States and certain international territories. DD became a subsidiary of Inspire Brands in December 2020. Dunkin' restaurants offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. DD has offered franchises for Dunkin' restaurants since March 2006. As of December 28, 2025, there were 9,999 Dunkin' restaurants operating in the United States (9,963 franchised and 36 company-owned). Of those 9,963 restaurants, 8,707 were single-branded Dunkin' restaurants, 37 were franchised Dunkin' restaurants operating at Multi-Brand Locations, and 1,219 were franchised Dunkin' and Baskin-Robbins combo restaurants.

Baskin-Robbins Franchising LLC ("BR") is the franchisor of Baskin-Robbins restaurants in the United States and certain international territories. BR became a subsidiary of Inspire Brands in December 2020. BR franchises Baskin-Robbins restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. BR has offered franchises for Baskin-Robbins restaurants since March 2006. As of December 28, 2025, there were 2,186 franchised Baskin-Robbins restaurants operating in the United States. Of those 2,186 restaurants, 958 were single-branded Baskin-Robbins restaurants, 9 were Baskin-Robbins restaurants operating at Multi-Brand Locations, and 1,219 were Dunkin' and Baskin-Robbins combo restaurants.

Jimmy John's Franchisor SPV, LLC ("JJF") is a franchisor of restaurants operating under the JIMMY JOHN'S® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. JJF became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. JJF and its predecessor have been franchising since 1993. JJF has not offered franchises in any other line of business. As of December 28, 2025, there were 2,777 JIMMY JOHN'S® Restaurants operating in the United States (2,737 franchised and 40 company-owned). Of those 2,777 restaurants, 2,737 were single-branded Jimmy John's restaurants, 38 were franchised Jimmy John's restaurants operating at Multi-Brand Locations, and 2 were company-owned Jimmy John's restaurants operating at Multi-Brand Locations.

Sonic Franchising LLC ("Sonic") became an Inspire Brands subsidiary in December 2018. Sonic has offered franchises for Sonic restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks, since May 2011. As of December 28, 2025, there were 3,412 Sonic restaurants operating in the United States (3,120 franchised, including 1 franchised Sonic restaurant operating at a Multi-Brand Location, and 292 company-owned).

Inspire International, Inc. ("Inspire International") was incorporated under the name BWLD Global III, Inc. As part of an internal restructuring, BWLD Global III, Inc. merged with Arby's International, Inc. and Sonic International, Inc. and, as the surviving entity, changed its name to Inspire International, Inc. Inspire International has offered franchises and master franchises for Buffalo Wild Wings Sports Bars, Arby's Restaurants, Sonic restaurants, and/or Jimmy John's restaurants operating outside the United States since its formation in October 2019. As of December 28, 2025, internationally and in Puerto Rico, there were 243 franchised Arby's restaurants, 64 franchised Buffalo Wild Wings or B-Dubs restaurants, and 37 franchised Jimmy John's restaurants. As of December 28, 2025, there were no Sonic restaurants operating internationally.

In addition to DD and BR, the following affiliates offer franchises for Dunkin' and/or Baskin-Robbins restaurants internationally: DB Canadian Franchising ULC ("DB Canada"), DDBR International LLC ("DB China"), DD Brasil Franchising Ltda. ("DB Brasil"), DB Mexican Franchising LLC ("DB Mexico"), and BR UK Franchising LLC ("BR UK"). DB Canada has offered Baskin-Robbins franchises in Canada since its formation in March 2006. DB China has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. DB Brasil has offered Dunkin' franchises in Brazil since its formation in May 2014. DB Mexico has offered Dunkin' franchises in Mexico since its formation in October 2006. BR UK has offered Baskin-Robbins franchises in the UK since its formation in December 2014. As of December 28, 2025, there were 4,242 single-branded franchised Dunkin' restaurants operating and 5,696 single-branded franchised Baskin-Robbins restaurants operating internationally and in Puerto Rico.

Other Affiliated Franchise Programs

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

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

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks, and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with GoTo Foods through an acquisition. Auntie Anne's predecessor began offering franchises in January 1991. As of December 31, 2025, there were 1,236 franchised and 11 affiliate-owned Auntie Anne's shops in the United States and 887 franchised Auntie Anne's shops outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes in the United States and a producer of premium soft-serve ice cream. The Carvel system became an Affiliated Program in October 2001 and became affiliated with GoTo Foods in November 2004. Carvel's predecessor began franchising retail ice cream shoppes in 1947. As of December 31, 2025, there were 359 franchised Carvel shoppes and one affiliate-owned in the United States and 54 franchised Carvel shoppes outside the United States.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses independent third parties to operate domestic and international franchised Cinnabon® bakeries and Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries, and to use the Cinnabon trademarks on products dissimilar to those offered in Cinnabon bakeries. In November 2004, the Cinnabon system became affiliated with GoTo Foods through an acquisition. Cinnabon's predecessor began franchising in 1990. As of December 31, 2025, there were 1,310 franchised and 29 affiliate-owned Cinnabon bakeries in the United States, 1,057 franchised Cinnabon bakeries outside the United States, and 201 franchised Seattle's Best Coffee units outside the United States.

Jamba franchises Jamba® stores that feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages and offer fresh squeezed juices and portable food items to customers who come for snacks and light meals. Jamba has offered JAMBA® franchises since October 2018. In October 2018, Jamba became affiliated with GoTo Foods through an acquisition. Jamba's predecessor began franchising in 1991. As of December 31, 2025, there were 709 franchised Jamba stores and one affiliate-owned Jamba store in the United States and 62 franchised Jamba stores outside the United States.

McAlister's franchises McAlister's Deli® restaurants that feature deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. The McAlister's system became an Affiliated Program through an acquisition in July 2005 and became affiliated with GoTo Foods in October 2013. McAlister's or its predecessor have been franchising since 1999. As of December 31, 2025, there were 533 franchised and 39 affiliate-owned McAlister's Deli® restaurants in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants which feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with GoTo Foods through an acquisition. Moe's predecessor began offering Moe's Southwest Grill franchises in 2001. As of December 31, 2025, there were 563 franchised and 5 affiliate-owned Moe's Southwest Grill restaurants in the United States.

Schlotzsky's franchises Schlotzsky's® Deli®quick-casual restaurants that feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with GoTo Foods through an acquisition. Schlotzsky's restaurant franchises have been offered since 1976. As of December 31, 2025, there were 267 franchised and 27 affiliate-owned Schlotzsky's restaurants in the United States.

Primrose School Franchising SPE, LLC ("Primrose") is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988. As of December 31, 2025, there were 558 franchised Primrose facilities in the United States. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC ("Massage Envy") is a franchisor of businesses that offer professional therapeutic massage services, facial services, and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350 North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2025, there were 993 Massage Envy locations operating in the United States, including 986 operated as total body care Massage Envy businesses and 7 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2025, there were 9 regional developers operating 11 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. ("CKE"), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 26, 2026, there were 198 company-operated Hardee's restaurants and there were 1,287 domestic franchised Hardee's restaurants, including 106 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 499 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 26, 2026, there were 50 company-operated Carl's Jr. restaurants, and there were 942 domestic franchised Carl's Jr. restaurants, including 85 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 731 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("Driven Holdings") is the indirect parent company to nine franchisors, including Meineke Franchisor SPV LLC ("Meineke"), Maaco Franchisor SPV LLC ("Maaco"), Merlin Franchisor SPV LLC ("Merlin"), Econo Lube Franchisor SPV LLC ("Econo Lube"), 1-800-Radiator Franchisor SPV LLC ("1-800-Radiator"), CARSTAR Franchisor SPV LLC ("CARSTAR"), Take 5 Franchisor SPV LLC ("Take 5"), ABRA Franchisor SPV LLC ("Abra") and FUSA Franchisor SPV LLC ("FUSA"). In April 2015, Driven Holdings and its franchised brands at the time (which included Meineke, Maaco, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, Abra and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, Econo Lube, Merlin, CARSTAR, Take 5, Abra and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. None of these franchise systems have offered franchises in any other line of business.

Meineke franchises automotive centers that offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system service, CV joints and boots, axles, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune-ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 27, 2025, there were 735 franchised Meineke centers, 14 franchised Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automobile painting and body repair. As of December 27, 2025, there were 360 franchised Maaco centers and no company-owned Maaco centers in the United States.

Merlin franchises shops that provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December 27, 2025, there were 11 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 27, 2025, there were 8 Econo Lube N' Tune franchises and 8 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other parts, products, and equipment, automotive or otherwise, and related services to automotive repair shops and parts stores, fleets, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 27, 2025, there were 190 1-800-Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 27, 2025, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 27, 2025, there were 479 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 27, 2025, there were 501 franchised Take 5 outlets and 807 affiliate-owned Take 5 outlets operating in the United States.

Abra franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. Abra and its predecessor have offered Abra franchises since 1987. As of December 27, 2025, there were 55 franchised Abra repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 27, 2025, there were 218 franchised Fix Auto shops and no company-owned shops operating in the United States.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) Meineke Canada SPV LP and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) Maaco Canada SPV LP and its predecessors have offered Maaco center franchises in Canada since 1983; (3) 1-800-Radiator Canada, Co. has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) Carstar Canada SPV LP and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) Take 5 Canada SPV LP and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) Driven Brands Canada Funding Corporation and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) Go Glass Franchisor SPV LP and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) Star Auto Glass Franchisor SPV LP and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012.

As of December 27, 2025, there were: (i) 6 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 11 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 10 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 330 franchised CARSTAR facilities and no company-owned CARSTAR facilities in Canada; (v) 31 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) 85 franchised UniglassPlus businesses, 24 franchised

UniglassPlus/Ziebart businesses, and 5 franchised Uniglass Express businesses in Canada, and 1 company-owned UniglassPlus business and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 10 franchised VitroPlus businesses, 57 franchised VitroPlus/Ziebart businesses and 3 franchised Vitro Express businesses in Canada, and no company-owned VitroPlus businesses or company-owned VitroPlus/Ziebart businesses in Canada; (viii) 30 franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) 10 franchised Go! Glass & Accessories businesses and no franchised Go! Glass businesses in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 7 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

In December 2021, Driven Brands acquired Auto Glass Now's repair locations. As of December 27, 2025, there were 249 repair locations operating under the AUTOGLASSNOW® name in the United States ("AGN Repair Locations"). AGN Repair Locations offer auto glass calibration and windshield repair and replacement services. In the future, AGN Repair Locations may offer products and services to Driven Brands' affiliates and their franchisees in the United States, and/or Driven Brands may decide to offer franchises for AGN Repair Locations in the United States.

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

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, 2025, there were 685 Merry Maid franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, 2025, there were 584 ServiceMaster Clean franchises, and 1,912 ServiceMaster Restore franchises in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, 2025, there were 350 Two Men and a Truck franchises and one company-owned Two Men and a Truck business in the United States. As of December 31, 2025, there were 68 Two Men and a Junk Truck franchises in the United States.

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

NBC Franchisor LLC ("NBC") franchises gourmet bakeries that offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2025, there were 756 Nothing Bundt Cake franchises and 8 company-owned locations operating in the United States and 6 Nothing Bundt Cake franchises operating in Canada. NBC has never offered franchises in any other line of business.

Mathnasium Franchisor LLC ("Mathnasium") franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2022. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2025, there were 1,043 franchised and 4 affiliate-owned Mathnasium centers operating in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

> Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2025, there were 104 franchised Mathnasium centers in Canada. Mathnasium International Franchising, LLC has offered franchises outside the United States and Canada since May 2015. As of December 31, 2025, there were 108 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC each have their principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

Youth Enrichment Brands, LLC is the direct parent company to three franchisors operating in the United States: i9 Sports, LLC ("i9"), SafeSplash Brands, LLC also known as "Streamline Brands"), and School of Rock Franchising LLC ("School of Rock"). i9 became an Affiliated Program through an acquisition in September 2021. Streamline Brands became an Affiliated Program through an acquisition in June 2022. School of Rock became an Affiliated Program through an acquisition in September 2023. The three franchisors have never offered franchises in any other line of business.

> i9 franchises businesses that operate, market, sell, and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products, and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 has its principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2025, there were 294 i9 Sports franchises in the United States.

> Streamline Brands offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide "learn to swim" programs for children and adults, birthday parties, summer camps, and other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim

School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has its principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2025, there were 106 franchised and 16 affiliate-owned SafeSplash Swim School outlets (including 14 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, eight franchised Swimtastic swim schools, and one dual-branded Swimtastic and SwimLabs swim school operating in the United States.

School of Rock franchises businesses that operate performance-based music schools with a rock music program under the School of Rock® mark. School of Rock began offering franchises in September 2005. School of Rock has a principal place of business at 1 Wattles Street, Canton, MA 02021. As of December 31, 2025, there were 276 franchised and 47 affiliate-owned School of Rock schools in the United States and 111 franchised School of Rock schools outside the United States.

Doctor's Associates LLC ("Subway") franchises retail eating establishments which sell foot-long and other sandwiches, salads and other food items under the Subway® mark. Subway began offering franchises in 1974. Subway became an Affiliated Program through an acquisition in April 2024. Subway has its principal place of business at 1 Corporate Drive, Suite 1000, Shelton, Connecticut 06484. As of December 31, 2025, there were 18,773 Subway franchises and no company-owned locations operating in the United States and an estimated 16,495 franchises operating outside the United States. Subway has never offered franchises in any other line of business.

Dave's Hot Chicken Franchise Co. SPV LLC ("DHC") is a franchisor of restaurants that feature Nashville-style hot chicken tenders and sliders with made-to-order spices and related food and drink items in a fun, fast-casual restaurant format under the name "Dave's Hot Chicken®". DHC and its affiliates have been offering franchises for Dave's Hot Chicken restaurants since March 2019, and became an Affiliated Program in May 2025. DHC's principal place of business is 600 Playhouse Alley, Unit 504, Pasadena, CA 91101. As of December 31, 2025, there were 348 franchised Dave's Hot Chicken restaurants and 10 affiliate-owned Dave's Hot Chicken restaurants in the United States and 34 franchised Dave's Hot Chicken Restaurants outside the United States. DHC has not offered franchises in any other line of business.

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

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

ITEM 2
BUSINESS EXPERIENCE

Board Member and Inspire Brands' Chief Executive Officer: Paul Brown

Mr. Brown has been Inspire Brands' Chief Executive Officer in Atlanta, Georgia since its formation in February 2018. He also has been a Member of ARG's Board of Directors in Atlanta, Georgia since June 2013. He previously served as our Chief Executive Officer from July 2015 to August 2023. In addition, he previously served as ARG's Chief Executive Officer in Atlanta, Georgia from May 2013 to August 2023.

President and Board Member: David Graves

Mr. Graves has been our and ARG's President and Member of the Board of Directors since September 2024, each in Atlanta, Georgia. He has also been Inspire Brands' President – Arby's since September 2024. Mr. Graves was an independent consultant in Frisco, Texas from May 2024 to September 2024. He previously held multiple positions with Pizza Hut, LLC in Plano, Texas, including President from January 2022 to May 2024 and Chief Business Officer and General Manager from December 2019 to January 2022.

Chief Technology & AI Acceleration Officer of Inspire Brands: Yasir Anwar

Mr. Anwar has been Inspire Brands' Chief Technology & AI Acceleration Officer in Atlanta, Georgia since May 2024. He previously served as Chief Technology and Digital Officer of Williams Sonoma in San Francisco, California from February 2018 to February 2024.

Chief Brand Marketing Officer: Jeff Baker

Mr. Baker has been our Chief Brand Marketing Officer since August 2024. He previously held various positions with Buffalo Wild Wings, Inc. in Atlanta, Georgia, including Vice President – Category Management from August 2023 to August 2024, Vice President – Brand Experience from September 2021 to July 2023, and Vice President – Marketing and Advertising from July 2018 to September 2021.

Chief Information Security Officer of Inspire Brands: Haddon Bennett

Mr. Bennett has been Chief Information Security Officer of Inspire Brands in Atlanta, Georgia since December 2019.

Chief Supply Officer of Inspire Brands: Joel Blanchard

Mr. Blanchard has been Inspire Brands' Chief Supply Officer in Atlanta, Georgia since March 2025. He previously served as Inspire Brands' Senior Vice President – GPO & Brand Supply Chain in Atlanta, Georgia from April 2022 to March 2025. Before that, he held several positions with Georgia-Pacific in Atlanta, Georgia, including Vice President-Strategic Sourcing and Procurement from July 2021 to April 2022 and Vice President-Category Supply Chain from June 2019 to July 2021.

Chief Legal & Administrative Officer and Board Member: Scott Catlett

Mr. Catlett has been our Chief Legal & Administrative Officer and Secretary and Arby's Restaurant Group's Chief Legal & Administrative Officer and Secretary, and a member of its and our Board of Directors in Atlanta, Georgia since September 2025. He previously served as Chief Legal and Franchise Officer and Corporate Secretary of Yum Brands, Inc. in Louisville, Kentucky from August 2020 to October 2024.

Chief Financial Officer, Board Member, and Assistant Secretary: Katherine Jaspon

Ms. Jaspon has been our Chief Financial Officer and Assistant Secretary and ARG's Chief Financial Officer, Assistant Secretary, and a member of its and our Board of Directors since July 2021. She also has been Inspire Brands' Chief Financial Officer and Assistant Secretary in Atlanta, Georgia since July 2021 and Chief Financial Officer of Dunkin' and Baskin-Robbins in Canton, Massachusetts and Atlanta, Georgia since April 2017.

Chief Commercial and Restaurant Officer of ARG: Daniel Lynn

Mr. Lynn has served as Chief Commercial and Restaurant Officer for ARG and Inspire Brands since August 2022, based in Atlanta, Georgia. He also has been the Co-Founder Zuzu Hospitality in Singapore since 2016.

Chief Portfolio Officer: Jason Maceda

Mr. Maceda has been Inspire Brands' Chief Portfolio Officer since December 2025 in Canton, Massachusetts. Prior to that, Mr. Maceda was our, ARG's, and Inspire Brands' Chief Development Officer in Canton, Massachusetts from January 2024 until December 2025. He previously was Inspire Brands' Senior Vice President, Franchise Development in Canton, Massachusetts from September 2022 to January 2024. Additionally, he previously held several positions with BR in Canton, Massachusetts, including President, Baskin-Robbins from December 2020 to September 2022.

Chief Brand Officer of Inspire Brands: Scott Murphy

Mr. Murphy has been Inspire Brands' Chief Brand Officer in Canton, Massachusetts since November 2023. He previously held many positions with DD in Canton, Massachusetts, including President from December 2020 to November 2023.

President – U.S. Development: John Dawson

Mr. Dawson has been Inspire Brands' President of U.S. Development in Atlanta, Georgia since December 2025. He previously served as a retail consultant for private equity firms and franchises from 2018 to 2025 in Miami, Florida.

Vice President – U.S. Development: Garrett Tash

Mr. Tash has been Inspire Brands' Vice President of U.S. Development in Atlanta, Georgia since February 1, 2026. He previously served as Inspire International's Vice President – International Business Development in Atlanta, Georgia since September 2025 and Sr. Director Business Development from July 2023 to August 2025. Garrett held various positions with Inspire Brands, including Chief of Staff from January 2021 to July 2023 and Manager, Corporate Strategy from June

2020 to January 2021, each in Atlanta, Georgia. Before that, he served as Sun Trust Humphry's Investment Banking Associate in Atlanta, Georgia from August 2019 to May 2020.

Senior Vice President – Franchise Finance of Inspire Brands: Dennis McCarthy

Mr. McCarthy has been Inspire Brands' Senior Vice President – Franchise Finance since May 2022 in Canton, Massachusetts. He previously served as Inspire Brands' Vice President Finance – Beverage and Snacking from December 2020 to April 2022 in Canton, Massachusetts. Before that, he held various positions with Dunkin Brands, Inc. in Canton, Massachusetts, including Vice President – Corporate FP&A and Brand Finance from July 2018 to December 2020.

Senior Vice President – Franchise Optimization of Inspire Brands: Luigi C. Beccarelli

Mr. Beccarelli has been Inspire Brands' Senior Vice President – Franchise Optimization since June 2024. He previously served as ARG's Chief Operating Officer – Arby's from September 2022 to May 2024. Before that, he held several positions with DD in Canton, Massachusetts, including Regional Vice President, Division Lead from April 2022 to September 2022, Regional Vice President, Northeast from December 2021 to March 2022, and Regional Vice President, Operations and Development from March 2014 to December 2021.

Senior Vice President – Operations Excellence of Inspire Brands: Vans Nelson

Mr. Nelson has been Inspire Brands' Senior Vice President – Operations Excellence since January 2025. He previously served as Inspire Brands' Senior Vice President – Operations Innovation in Atlanta, Georgia from March 2022 to January 2025. Before that, he served as our Senior Vice President, Operations in Atlanta, Georgia from February 2009 to March 2022.

Vice President – Franchise Health of Inspire Brands: Tim Asire

Mr. Asire has been Inspire Brands' Vice President – Franchise Health since January 2025. Before that, he held several positions with JJF in Champaign, Illinois, including Vice President – Franchise Health from February 2021 to December 2024 and Chief Compliance Officer and Vice President, Operations from January 2006 to January 2021, each in Champaign, Illinois.

Vice President – Restaurant Portfolio Management of ARG: William Duffy

Mr. Duffy has been the Vice President – Restaurant Portfolio Management of ARG in Atlanta, Georgia since July 2015. He also has been Inspire Brands' Vice President – Restaurant Portfolio Management in Atlanta, Georgia since its formation in February 2018.

Vice President – Construction Programs & Services of ARG: Volker Heimeshoff

Mr. Heimeshoff has been ARG and Inspire Brands' Vice President – Construction Programs & Services in Atlanta, Georgia since June 2022. Before that, he was an independent Executive Project Consultant from April 2020 to May 2022.

Vice President – Brand Training of Inspire Brands: Kelli Holmes

Ms. Holmes has been Inspire Brands' Vice President – Brand Training in Canton, Massachusetts since January 2025. She previously held several positions with DD, including Vice President – Training and Development from February 2024 to December 2024, Vice President – Learning from August 2022 to February 2024, Senior Director, Learning Strategy and Deployment from October 2021 to August 2022, and Senior Director, Operating Systems from January 2018 to October 2021, each in Canton, Massachusetts.

Vice President – Architecture & Design of Inspire Brands: Laura Ivanishvili

Ms. Ivanishvili has been Inspire Brands' Vice President – Architecture & Design in Atlanta Georgia since March 2023. She previously was self-employed as a consultant in Bentonville, Arkansas from November 2022 to March 2023. Before that, she served as Walmart's Senior Director, Architecture & Engineering in Bentonville, Arkansas from January 2018 to November 2022.

Vice President – Franchise Counsel: Lisa P. Storey

Ms. Storey has been our Vice President – Franchise Counsel since March 2020. She also has been Inspire Brands' Vice President – Franchise Counsel, in Atlanta, Georgia, since March 2020. She previously was our and Inspire Brands' Vice President – Franchise, HR & Litigation Counsel from February 2018 to February 2020.

ITEM 3
LITIGATION

Pending Litigation

There are no actions pending against us, a predecessor, a parent or affiliate that guarantees our performance, an affiliate who offers franchises under the principal trademark, or a person identified in Item 2 that are required to be disclosed.

Concluded Litigation and Related Matters

The following actions against us, a predecessor, a parent or affiliate that guarantees our performance, an affiliate who offers franchises under the Marks, or a person identified in Item 2 have concluded in the last 10 years:

Joseph Alongis v. Arby's Restaurant Group, Inc. (United States District Court, Eastern District of New York, Case No. 23-cv-6593, filed September 5, 2023). Plaintiff, Joseph Alongis ("Plaintiff"), filed a putative class action against ARG alleging that ARG misrepresented the quantity and quality of meat in an Arby's sandwich in the photographs it uses in advertisements of certain products. In the amended complaint, Plaintiff alleged ARG violated the New York Deceptive Acts and Practices Act and sought class certification, equitable relief, unspecified damages, attorneys' fees, expenses and recoverable costs, and other relief the court deems just and proper. On February 13, 2024, ARG filed a motion to dismiss Plaintiff's claims. On September 29, 2025, the court issued an Opinion and Order denying in part and granting in part ARG's motion to dismiss. On December 29, 2025, the parties entered into a Confidential Settlement Agreement and Release wherein ARG and Inspire Brands, Inc. agreed to pay Plaintiff a total gross settlement of $625,000 in exchange for a dismissal of the pending action and a release by Plaintiff. On January 6, 2026, the parties filed a stipulation of dismissal without prejudice.

Jason Jaghori v. Arby's Restaurant Group, Inc. and Inspire Brands, Inc. (United States District Court, Southern District of New York, Case No. 1:22-cv-05806, filed July 7, 2022). Plaintiff, Jason Jaghori ("Plaintiff"), filed a Class Action Complaint alleging Defendants, Arby's Restaurant Group, Inc. and Inspire Brands, Inc. ("Defendants") engaged in "false and deceptive practices in the marketing and sale of Arby's Bacon Ranch Wagyu Steakhouse Burger and Deluxe Wagyu Steakhouse Burger" because the beef used in those products was not entirely wagyu beef. Plaintiff sought to represent a nationwide class and a New York class and asserted claims for: (1) violation of New York General Business Law § 349 (New York class); (2) violation of New York General Business Law § 350 (New York class); (3) unjust enrichment (nationwide class); and (4) common law fraud (New York class). On August 30, 2022, the parties entered into a Confidential Settlement Agreement and Release (the "Settlement Agreement"), which included an additional claimant, Sheila Jones ("Additional Claimant"), who was represented by the same attorney as Plaintiff and threatened to file additional claims against Defendants under California law. In the Settlement Agreement, Defendants agreed to pay Plaintiff and Additional Claimant a total gross settlement amount of $155,000 in exchange for a dismissal of the pending action and a release by Plaintiff and Additional Claimant. Defendants also agreed that, for any products sold under the name "wagyu," Defendants shall include a disclaimer on all advertisements disclosing that the beef patty is a blend of wagyu and ground beef. The disclaimer provision in the Settlement Agreement does not obligate Defendants to take any action with respect to third parties, including, but not limited to, food ordering and delivery applications. Plaintiff dismissed the action on September 1, 2022.

In re: Arby's Restaurant Group, Inc. Data Security Litigation, Case No. 1:17-cv-1035-AT (Consolidated Consumer Case)

> Jacqueline Weiss and Joseph Weiss, individually and on behalf of all others similarly situated v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-1035-AT, filed March 22, 2017).
>
> Ashley Russell, individually and on behalf of all others similarly situated v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-1529-AT, filed April 28, 2017).

The plaintiffs in the putative class actions in the Consolidated Consumer Case, consumers who allegedly visited an Arby's restaurant that ARG or its subsidiaries own, filed this lawsuit against ARG, our predecessor. They alleged that ARG failed to secure and safeguard its customers' credit and debit card numbers, other payment card data, and other personally-identifiable information collected at its company-owned restaurants between October 20, 2016 and January 12, 2017, which resulted in computer hackers' unlawfully accessing that information. In the consolidated complaint, plaintiffs alleged claims for negligence, negligence per se, declaratory judgment, breach of implied-in-fact contract, unjust enrichment, and violations of the Georgia Fair Business Practices Act, Connecticut Unfair Trade Practices Act, Florida Deceptive and Unfair Trade Practices Act, and the Tennessee Consumer Protection Act and sought class certification, unspecified damages, equitable relief including injunctive relief, restitution, disgorgement, reasonable costs and attorneys' fees. On March 6, 2018, the District Court denied ARG's motion to dismiss certain claims and granted ARG's motion to dismiss other claims but with leave to replead. On November 29, 2018, the Court preliminarily approved a class action settlement of the consumer claims (the "Consumer

Settlement"). Under the Consumer Settlement, ARG agreed to pay approved consumer claims up to a $2,000,000 cap, agreed to pay the costs associated with the administration of the Consumer Settlement, and agreed not to object to a request for attorneys' fees up to a cap of $980,000, a request for attorneys' costs up to a cap of $35,000, or a request for class representative service awards in the amount of $23,000. On June 6, 2019, the Court granted final approval to the Consumer Settlement and dismissed the Consolidated Consumer Case with prejudice.

In re: Arby's Restaurant Group, Inc. Data Security Litigation, Case No. 1:17-cv-514-AT (Consolidated Financial Institution Case)

Alcoa Cmty. Fed. Credit Union v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00718-WSD, filed Feb. 27, 2017).

First Choice Federal Credit Union, on behalf of itself and all others similarly situated v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00703-MHC, filed February 24, 2017).

Fort McClellan Credit Union, on behalf of itself and all others similarly situated v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00770-MHC, filed March 2, 2017).

Midwest Am. Fed. Credit Union v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00514-AT, filed Feb. 10, 2017).

N. Ala. Educators Credit Union v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00686-SCJ, filed Feb. 23, 2017).

Valley Fed. Credit Union v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00715-RWS, filed Feb. 27, 2017).

Wanigas Credit Union, Gulf Coast Bank & Trust Co., and Michigan Credit Union League v. Arby's Restaurant Group, Inc. (United States District Court, Northern District of Georgia, Atlanta Division, Case No. 1:17-cv-00689-WSD, filed Feb. 23, 2017).

The plaintiffs in the putative class actions in the Consolidated Financial Institution Case, credit card issuers alleged that consumers used their cards at Arby's restaurants that ARG or its subsidiaries own, filed this lawsuit against ARG, our predecessor. The plaintiffs alleged that ARG failed to secure and safeguard its customers' credit and debit card numbers, other payment card data, and other personally-identifiable information collected at its company-owned restaurants, which resulted in computer hackers' unlawfully accessing that information. In the consolidated complaint, plaintiffs assert claims against ARG for negligence and negligence per se, based in part on the allegations that ARG's actions constituted unfair or deceptive trade practices in violation of the Federal Trade Commission Act. They sought class certification, unspecified damages, declaratory relief, equitable relief including injunctive relief, and attorneys' fees and costs. On March 6, 2018, the District Court denied ARG's motion to dismiss plaintiffs' claims in the consolidated complaint. On March 5, 2020, the

Court preliminarily approved a class action settlement of the financial institution claims (the "Financial Institution Settlement"). Under the Financial Institution Settlement, ARG agreed to pay approved financial institution claims up to a $2,987,136 cap, agreed to pay the costs associated with the administration of the Consumer Settlement, and agreed not to object to a request for attorneys' fees and costs and class representative service awards up to an aggregate cap of $2,312,864, including up to $2,300,000 for attorneys' fees and costs and up to $10,000 per class representative as service awards. On July 30, 2020, the Court issued an order approving the settlement agreement, but reserved judgement on approving the attorney's fees. On November 25, 2020, the court approved the settlement and entered the final judgment for the Financial Institution Settlement. On February 1, 2021, the settlement payments were issued.

Multi-Jurisdictional Settlement

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

Disclosures Regarding Affiliated Programs

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

The People of the State of California v. Dunkin' Brands, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09597, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("DBI"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees.

Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law, and, furthermore, the settlement agreement stated that such agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

<u>New York v. Dunkin' Brands, Inc.</u> (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("NYAG") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under the consent order, DBI agreed to pay $650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

<u>In the Matter of Jimmy John's Franchisor SPV LLC</u> (Securities Commissioner of Maryland, Case No. 2025-0122). On March 28, 2022, JJF filed a Franchise Disclosure Document (FDD) with the Maryland Securities Division as part of a notice of exemption from franchise registration. In this filing, JJF listed the former franchisees but omitted the required contact information for the majority of those franchisees. The Maryland Securities Commissioner asserted that this omission violated the Maryland Franchise Registration and Disclosure Law, the Federal Trade Commission (FTC) Franchise Rule, and the North American Securities Administrators Association (NASAA) Guidelines, all of which require franchisors to provide contact information for former franchisees in their FDDs. JJF asserted that the omission was inadvertent and not material, but in order to avoid the time commitment and expense of administrative or judicial proceedings, the Maryland Securities Commissioner and JJF entered into a Consent Order on June 9, 2025. Under the terms of the Consent Order, JJF agreed to pay a $30,000 civil monetary penalty, to permanently cease and desist from the offer or sale of franchises in violation of the Maryland Franchise Law, and to disclose the existence of the Consent Order in future franchise disclosure documents.

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

<u>ITEM 4</u>
<u>BANKRUPTCY</u>

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Development Fee and Initial Franchise Fee

The chart below lists the current development fees payable under the Development Agreement and the current initial franchise fees payable under the Franchise Agreement, based on our current incentive programs. Except as otherwise stated, these programs are currently available through March 31, 2027, but we may add to, eliminate or change any of these programs in the future in our sole judgment. You must sign a Development Agreement regardless of the number of Arby's Restaurants you commit to develop, and you must also sign a Franchise Agreement for each Arby's Restaurant that you open. The development fees and franchise fees described here are uniform, are fully earned when paid and are not refundable.

You must pay us the development fee when you sign the Development Agreement. We do not apply the development fee towards any initial franchise fees or other fees you pay under the Franchise Agreements. You must sign the Franchise Agreement for each Arby's Restaurant that the Development Agreement covers, and pay us the initial franchise fee (if any is due), on the earlier of 90 calendar days before the Restaurant's opening or when you start construction of the Restaurant.

Franchise Offers	Non-Refundable Development Fee per Restaurant	Non-Refundable Franchise Fee per Restaurant
Standard Traditional Restaurant	$12,500	$37,500
Non-Traditional Restaurant	$0	$18,750
Standard Incentive	$12,500	$0

The fees for a standard Traditional Restaurant apply under Development Agreements and Franchise Agreements if you are not eligible for any incentive programs impacting the initial fees.

All Franchise Agreements that the Development Agreement covers will contain generally the same terms and conditions as we are then offering to other franchisees similarly situated at the time of issuance, including those pertaining to the duration of the Franchise Agreement. However, if you fully comply with the Development Agreement, the royalty fee payable under each Franchise Agreement will reflect the Royalty Fee described in Item 6.

Training Fees

We provide the initial Arby's Training Program ("Arby's Training Program") to you and your personnel when you sign the Franchise Agreement and before you begin operating the Restaurant. Currently you must at all times employ 2 managers for your first and second Restaurants (4 total) who have completed the Arby's Training Program, or a comparable training program we approve, at a training restaurant that we designate. For all of your subsequent Arby's Restaurants, you must at all times employ one manager for each Restaurant who has completed the Arby's Training Program. The current fee for this training is $2,100 and we expect that mid-year it will increase to $4,000 per attendee, but we waive the training fee for 2 managers in your first Restaurant. You must pay the non-refundable and uniform training fee for all your other attendees, and you pay your trainees' expenses. We estimate that your training fees will range from $0 to $12,000.

Design Fees

At your request, our affiliate may develop a preliminary site layout ("PSL") or a preliminary kitchen layout ("PKL") for your Restaurant. If our affiliate prepares a PSL and/or PKL for the Restaurant you must pay our affiliate the then-current Kitchen Layout Design Fees and/or Site Design Fees as applicable. Currently, the Site Design Fee is $1,200 for a PSL for a new or remodeling Restaurant and the Kitchen Layout Design Fee is $1,200 for a PKL for a new Restaurant and $750 for a PKL for a remodeling Restaurant. Our affiliates only offer PSL services to Restaurants with drive-thrus.

Multi-Brand Locations

If we and one or more Other Franchisors grant you the right to open and operate an Arby's Restaurant and Other Restaurant(s) at a Multi-Brand Location, you must pay all initial fees due under each applicable Other Franchisor's franchise agreement in addition to the initial fees described in this Item. If you operate an Arby's Restaurant at a Multi-Brand Location, you may qualify for one or more incentives described in Item 5 and Item 6.

If we permit you to operate an Arby's Restaurant at a Multi-Brand Location, you must complete all training required for the Other Restaurant(s) under each applicable Other Franchisor's franchise agreement in addition to the training required for the Arby's Restaurant. You must also pay us any training fees and additional expenses that we incur in connection with any additional or specialized training required for the Restaurant's personnel due to its status as Multi-Brand Location. We currently do not charge or expect to charge a fee or incur any additional expenses for any additional or specialized training we may provide for Multi-Brand Locations during 2026.

Incentives

Standard Incentive. The standard ("Standard") incentive program is designed to increase the penetration and presence of the Arby's brand. You may qualify to participate in the Standard incentive program if you sign a new Development Agreement on or before March 31, 2027 to develop 1 or more new Traditional Restaurants. You may also qualify to participate in the Standard incentive program if you sign a new Development Agreement on or before March 31, 2027 to re-open 1 or more Traditional Restaurants at a site we approve (without relocating it), and as of the date the Development Agreement is signed, the Traditional Restaurant that you wish to re-open was permanently closed for at least 30 calendar days. You also may qualify to participate in the Standard incentive program if you sign the Incentive Amendment to an existing Development Agreement (see Exhibit C-1) (the "Incentive Amendment") and amend your existing Development Agreement on or before March 31, 2027 to add 1 or more new Traditional Restaurants to your existing development schedule.

Under the Standard incentive program, you must pay us a development fee of $12,500 for each new Traditional Restaurant you agree to develop when you sign the new Development Agreement or amendment to the existing Development Agreement.

If you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open or re-open the Traditional Restaurant, you open or re-open the Traditional Restaurant in compliance with the Development Agreement (including the Development Schedule), you submit development costs to us in the form we require within 120 days of opening the Traditional Restaurant, and you build the Traditional Restaurant in the design, to the specifications, and at the location we approve, then we will waive the initial franchise fee, provide you with a Royalty Fee credit equal to $7,500, and you will pay reduced Royalty Fees and Advertising and Marketing Service Fees (as also described in Item 6), for each new Traditional Restaurant you develop and operate in compliance with the Development Agreement (plus any existing Traditional Restaurant(s) under the development schedule that you have not yet opened and commenced operations of as of the date you sign the Incentive Amendment to your existing Development Agreement). Additionally, if you qualify for the Standard incentive program, and the Standard incentive program is applied to a Traditional Restaurant that is located within a 2.5 mile radius of one of your Qualified Existing Restaurants, then we will credit the $12,500 development fee towards the Royalty Fees due under the applicable Franchise Agreement. A "Qualified Existing Arby's Restaurant" means any Traditional or Non-Traditional Restaurant owned and operated by you or your affiliate.

If you fail to satisfy any of the applicable conditions, then the Standard incentive program will not apply. The Standard incentive program does not apply to franchisees signing new Franchise Agreements to renew their expiring franchises or to develop and operate the Restaurant at a Non-Traditional Location, as a relocation of an existing or closed Restaurant (except as described above), or as part of a transfer or acquisition of an existing Restaurant.

Relocation Incentive. The "Relocation Incentive" program is designed to encourage franchisees to relocate their Traditional Restaurant to a new location. You may qualify for the Relocation Incentive program if you relocate your Traditional Restaurant in compliance with the terms of your existing Franchise Agreement and our Standards, and you complete the relocation and re-open and resume operations of the Traditional Restaurant on or before the earlier of the date that is 6 months after the date the Restaurant closes for relocation or December 31 of the calendar year in which the Restaurant closes for relocation. If you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us (including the Franchise Agreement related to the relocating Traditional Restaurant) when you open the Restaurant, you submit all development costs to us in the form we require within 120 days after the completion of the remodel of the Traditional Restaurant, and you develop and open the relocated Traditional Restaurant in the design and to the specifications we approve, then we will waive the Development Fee, initial franchise fee, and any other initial fees related to the relocated Traditional Restaurant, and you will pay reduced Royalty Fees as described in Item 6. If you fail to satisfy these conditions, then the Relocation Incentive will not apply to the relocated Traditional Restaurant. The Relocation Incentive may not be combined with other incentives.

In the future, we may modify or eliminate any of our incentive programs.

ITEM 6
OTHER FEES

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Royalty Fee	4% of Gross Sales, subject to applicable incentives.[1, 2] 6.2% of Gross Sales for Non-Traditional Restaurants.[1, 2]	Payable monthly on or before the 10th day of the following month.	

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Advertising and Marketing Service Fee	Currently a minimum aggregate expenditure of 5.2% of Gross Sales comprised of this fee, Local Market Advertising, and Local Cooperative Area Advertising (if applicable), as discussed below, for Traditional Restaurants, subject to applicable incentives.[1,3]	Same as Royalty Fee.	We or AFA Service Corporation ("AFA") periodically establish the Advertising and Marketing Service Fee, which currently ranges from 3.22% to 5% of Gross Sales for Traditional Restaurants. AFA is the franchisee organization responsible for the performance of advertising and marketing services. We make a payment to AFA from the Royalty Fee equal to 2.2% of Gross Sales on behalf of Non-Traditional Restaurant franchisees.
Renewal Fees	10% of then applicable standard initial franchise fee (excluding discounts, promotions and incentive programs) for Traditional Restaurants, and then applicable Non-Traditional Restaurant initial franchise fee for Non-Traditional Restaurants.	When you submit application for new franchise, at least 180 days before expiration date of Franchise Agreement.	We will issue you a new successor franchise if you meet all requirements in Item 17.
Transfer Fee (Ownership)	$17,500 for transfer of first Arby's Restaurant; $2,500 if you are already a party or hold a 50% interest in a party to at least one existing FA.	When you submit a request for approval.	Fee is non-refundable. We have the right to approve transfers.
Arby's Training Program	Currently, $2,100 per attendee but we expect that mid-year it will increase to $4,000 per attendee. No training fee for 2 managers (or other approved trainees) in your first Restaurant. You pay the training fee for all your other attendees, and you pay your trainees' expenses.	As incurred.	You must at all times employ 2 managers for your first and second Restaurants (4 total) who have completed the Arby's Training Program. For all subsequent Restaurants, you must at all times employ one manager for each Restaurant who has completed the Arby's Training Program.
Learning Management System fee	Currently $62.99 plus tax per year for each Arby's Restaurant in your portfolio, but may change depending on number of restaurants participating.	Annually	You must participate in the Cornerstone Learning Management System to access certain optional training materials, TMTP content, knowledge checks and exams. We forward the payment to Cornerstone, our vendor for the system.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Additional Training	The fee ranges from $0 to $4,000. You pay for your trainees' expense,[4] and our costs for follow-up training/reinspection after failed inspections.	As incurred.	An additional training fee also applies if your Restaurant receives a failing score during inspection, and we conduct follow-up training/reinspection.
Arby's Order Ahead Platform Service Fee	Current monthly fee is $50 per restaurant. Current per transaction fee on order ahead sales is 4% of Gross Sales on each order placed on the Arby's Order Ahead Platform (35¢ minimum, $1.25 maximum). The per transaction fee on third-party delivery orders will be 3% of Gross Sales generated from third-party delivery platforms.	Same as Royalty Fee.	If you elect to participate in Arby's Order Ahead Platform, you will pay these fees to IRB, our affiliate, for services that IRB provides relating to the platform. Fees were set with input from the Arby's technology steering committee, whose members are representatives of the AFA, the Arby's operations advisory council, the Arby's brand and IRB's shared services teams. These fees merely cover program costs equitably across restaurants without being a profit center. Arby's Restaurants that we or our affiliates own pay these fees at the same rates as franchisees. We will discuss platform performance, scope of services, progress against payback, fee adjustments and related issues with the steering committee annually and will not increase the transaction fee above these fees without that committee's advice and consent.
Site design fee and kitchen layout design fee	Currently, $1,200 for a PSL and $750 for a PKL, but may increase if our affiliates' costs increase.	Upon request	Payable if you choose to have our affiliate develop a PSL or PKL in connection with remodeling or refurbishing the Restaurant. Our affiliates only offer PSL services to Restaurants that have or will have a drive-thru.
Audits	Our audit expenses, plus interest.	5 calendar days after demand.	Payable if audit discloses a deficiency in reported Gross Sales or more than 3%.
Testing of Samples for Our Approval	Cost of samples.	As incurred.	This covers the costs of testing new products or inspecting new products you propose.
Approval of Suppliers	Costs and expenses incurred, which generally range from $2,500 to $10,000.	As incurred.	We may charge the proposed supplier the reasonable costs and expenses incurred in our evaluation and investigation. The supplier may pass these charges on to you.

(1) Type of Fee	(2) Amount	(3) Due Date	(4) Remarks
Interest	Up to the highest rate permitted by the law of the state in which the Restaurant is located or the laws of the State of Georgia, whichever is higher, but not to exceed 18% per year.	Generally, 5 to 10 calendar days after demand.	Due on all overdue amounts.
Costs and Attorneys' Fees	Will vary under circumstances.	As incurred.	Payable upon your failure to comply with the terms of the Franchise Agreement.
Taxes, Assessments, Penalties, Interests and Additional Charges	As assessed.	Promptly as incurred.	You must pay all taxes, assessments, penalties, interest, and any other charges assessed against your business.
Indemnity	Will vary under circumstances.	As incurred.	You must reimburse us and related parties from all claims and related costs arising from the operation of the Franchised Business, construction and occupancy of the leased premises, use of any fixtures and equipment, the sale of products, or the Franchise Agreement.
Insurance	Your insurance carrier sets the premium.	As incurred.	If you fail to maintain insurance after notice, we may obtain it for you and charge our costs and administrative fees.

Notes:

(1) General Terms. Unless otherwise specified, either we or our affiliates impose and collect all the fees in this table. You pay them to our affiliates or us. The fees are not refundable. You must pay the Royalty Fee and Advertising and Marketing Services Fee by EFT withdrawals we initiate or other electronic means we approve using our fee payment internet portal. Except when otherwise specified, all fees are uniform, but some franchisees who sign agreements covered by existing Development Agreements might pay different fees depending on the programs that were in place when the Development Agreement was signed. In addition, we may periodically provide royalty relief to prospective franchisees who acquire existing Arby's Restaurants under challenging circumstances and sign new franchise agreements for the operation of those Arby's Restaurants.

(2) Definition of Gross Sales. "Gross Sales" is the total revenue you receive from the sale of all products, and performance of all services on or from the Restaurant's premises, (including both mandatory and optional products, programs and services), whether for cash, credit, or debit card, barter exchange, trade credit, or other credit transactions, and including commissions from vending and ATM machines, but excluding coupons and discounts, and sales tax or any similar taxes.

(3) Incentive Terms. Unless you qualify for the Standard incentive program, the Royalty Fee is 4% of Gross Sales for Traditional Restaurants and 6.2% for Non-Traditional Restaurants.

Standard. If you qualify for the Standard incentive program, then we will reduce the Royalty Fee as follows:

Duration of Effective Royalty Fee	Effective Royalty Fee
Opening through Year 1	0.5%
Year 2 through Year 4	1.0%
Year 5	2.0%
Year 6 through remainder of the term^	4.0%

^ Additionally, if a Traditional Restaurant qualifies for the Standard incentive program under a new Development Agreement, and opens by December 31, 2028, then no later than 60 days after the 4th annual anniversary of the date you actually opened and commenced operations of the Traditional Restaurant, you must submit to us a report detailing the Traditional Restaurant's trailing 12-months' Gross Sales data (the "Gross Sales Report"). If the Gross Sales Report demonstrates that the Traditional Restaurant collected less than $1,300,000 during the reporting period, then you must (i) use your good faith efforts to increase your Gross Sales, and (ii) submit to us an updated Gross Sales Report (the "Updated Gross Sales Report") no later than 60 days after the 5th annual anniversary of the date you actually opened and commenced operations of the Traditional Restaurant. If (x) you have complied with the conditions in (i) and (ii) above, and are and throughout the term have been in substantial compliance with the Franchise Agreement, and (y) the Updated Gross Sales Report demonstrates that the Restaurant collected less than $1,300,000 during that subsequent reporting period, then the Royalty Fee will be further amended as set forth below:

Duration of Effective Royalty Fee	Effective Royalty Fee
Year 6 through Year 10	2.0%
Year 11 through remainder of the term	4.0%

In addition, if you qualify for the Standard incentive program, we will provide you with a Royalty Credit equal to $7,500.

Relocation Incentive. If you qualify for the Relocation Incentive, then we will reduce the Royalty Fee as follows:

Duration of Effective Royalty Fee	Effective Royalty Fee
Opening through Year 1	1.0%
Year 2	2.0%
Year 3	3.0%
Year 4 through remainder of the term	4.0%

In addition, if you qualify for the Relocation Incentive and the Restaurant opens on or before December 31, 2028, we will also provide you with a Royalty Fee credit equal to $50,000. We describe the conditions to qualify for the Standard and Relocation Incentive programs in Item 5.

Early Opening Incentive. The "Early Opening Incentive" is designed to incentivize franchisees to develop and commence operations of their Traditional Restaurants before the required opening date identified in their Development Agreement. If you qualify for the Standard incentive program, and you open the Traditional Restaurant before the required opening date identified in the Development Agreement, then we will charge you a 0% Royalty Fee from the date you open and commence operations of the Traditional Restaurant until the required opening date identified in the Development Agreement, up to 6 months, then the applicable Royalty Fee rate will apply. You may combine the Early Opening Incentive with the Standard incentive program described in Item 5.

VetFran Program. The "VetFran Program" is designed to provide career opportunities for honorably discharged military veterans or wounded warriors. It applies if you are a veteran or returning service member (who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us) who qualifies and signs a Development Agreement to develop one or more Traditional Restaurants. Under the VetFran Program, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Traditional Restaurant, you open the Traditional Restaurant in compliance with the Development Agreement (including the Development Schedule), you submit development costs to us in the form we require within 120 days of opening the Traditional Restaurant, and you build the Traditional Restaurant in the design, to the specifications, and at the location we approve, then we will provide you a Royalty Fee credit equal to $10,000 for each Traditional Restaurant you develop and open under the Development Agreement, up to $100,000. You may combine the VetFran Program with our other incentive programs described in Item 5 and Item 6.

Pioneer Incentive. The "Pioneer Incentive" program is designed to increase the penetration and presence of the Arby's® brand in certain areas of the United States. You may qualify to participate in the Pioneer Incentive program if you are the first person to sign a Development Agreement on or before March 31, 2027 to develop 2 or more new Traditional Restaurants located within Connecticut, District of Columbia, Hawaii, Massachusetts, New Hampshire, Rhode Island, or Vermont. Under the Pioneer Incentive, if you (and your affiliates) are in substantial compliance with each agreement between you (or your affiliates) and us when you open the Traditional Restaurant, you open the Traditional Restaurant in compliance with the Development Agreement (including the Development Schedule), you submit development costs to us in the form we require within 120 days of opening the Traditional Restaurant, and you build the Traditional Restaurant in the design, to the specifications, and at the location we approve, then we will provide a $50,000 Royalty Fee credit for each of the first 2 Traditional Restaurants developed under the Development Agreement. As stated above, this Pioneer Incentive is only available to the first person to sign a Development Agreement to develop and operate 2 or more Traditional Restaurants within the states identified above, and therefore may not be available to you even if you sign a new Development Agreement to develop 2 or more new Restaurants within the states identified above. You may combine the Pioneer Incentive with our other incentive programs described in Item 5 and Item 6.

If you fail to satisfy any of the applicable conditions, then, without limiting our other rights and remedies, including the right to terminate the Development Agreement, the Early Opening Incentive, VetFran Program, and/or Pioneer Incentive will not apply to the Traditional Restaurant(s). The Early Opening Incentive, VetFran Program, and Pioneer Incentive do not apply to franchisees signing new Franchise Agreements to renew their expiring franchises or to develop and operate the Restaurant at a Non-Traditional Location, as a relocation or replacement of an existing or closed Traditional Restaurant, or as part of a transfer or acquisition of an existing Traditional Restaurant. In the future, we may modify or eliminate any of our incentive programs.

(4) For Traditional Restaurants only, you will divide your local advertising expenditures between your individual Local Market Advertising expenses and your Local Cooperative Area Advertising program spending (if applicable). The costs of food or beverage products you sell at a reduced price or give away do not count toward the fulfillment of your local advertising obligation.

Local Market Advertising: This is a percentage of monthly Gross Sales, with a current minimum aggregate expenditure of 5.2% of Gross Sales comprised of this fee, the Advertising and Marketing Service Fee, and Local Cooperative Area Advertising (if applicable). The amount is divided between your individual local market participation and the Local Cooperative Area Advertising program. The advertising expenditure is a minimum expenditure requirement which varies when combined with your Advertising and Marketing Service Fee as discussed in the table above and the Local Cooperative Area Advertising program (if any) discussed below.

Local Cooperative Area Advertising: This is a percentage of monthly Gross Sales, with a current minimum aggregate expenditure of 5.2% of Gross Sales comprised of this fee, the Advertising and Marketing Service Fee, and Local Market Advertising. Participants in the Local Cooperative Area Advertising program determine this fee, and it is currently in the general range of 3% to 7% of monthly Gross Sales. “Area” for determining participation in a Local Cooperative Area Advertising program, in most instances, is defined using the A.C. Nielsen DMA county coverage designation method as those terms are used in the advertising industry. Our company-owned Arby’s Restaurants have the same voting power as franchised restaurants in the Local Cooperative Area Advertising program; each Arby’s Restaurant has one vote. Note that we may have controlling votes in a Local Cooperative Area Advertising program if we have the majority of restaurants that participate in a particular advertising cooperative.

Advertising and Marketing Service Fee: The AFA Board of Directors has approved dues based on a rate structure whereby the amount of Advertising and Marketing Service Fee ranges from 3.22% to 5.0% (effective as of July 1, 2025). The most current tiered rate structure, if any, is shown in Exhibit C to the Franchise Agreement. The Advertising and Marketing Service Fee and tiered rate structure may change in the future, including the elimination or reinstatement of the tiered rate structure.

Based on the current tiered rate structure for the Advertising and Marketing Service Fee (which AFA may change in the future), your minimum Local Market and Local Cooperative will vary depending on the market in which you are located and the dues paid to the AFA, ranging from 0.2% to 1.98%.

We pay the Advertising and Marketing Service Fee for Non-Traditional Restaurants from our royalty and forward the payment to AFA, and Non-Traditional Restaurants do not participate in Local Cooperative Area Advertising programs.

Effective as of April 12, 2023, we and the AFA Board of Directors have approved discounts on amounts that qualifying franchisees will pay as AFA dues and the Advertising and Marketing Service Fee. If you qualify for the Standard incentive program, then the Advertising and Marketing Service Fee is reduced as follows:

Duration of Effective Advertising and Marketing Service Fee	Discount on Advertising and Marketing Service Fee*
Opening through Year 3	75% discount off standard dues
Year 4	50% discount off standard dues
Year 5 through remainder of the term	standard dues

* You must pay at least the then-current minimum Advertising and Marketing Service Fee that is set by the AFA to cover fixed operational expenses. The current minimum Advertising and Marketing Service Fee is 0.85% of Gross Sales.

Although the Franchise Agreement requires a current minimum aggregate advertising expenditure (for the Advertising and Marketing Service Fee, Local Market Advertising and Cooperative Area Advertising) of 5.2% of Gross Sales for Traditional Restaurants qualifying for the Standard incentive program, we will calculate the required Local Market Advertising spending requirement based on the undiscounted Advertising and Marketing Service Fee. In other words, we will not increase the Local Market Advertising spending requirement to offset the reduced Advertising and Marketing Service Fee. However, the Standard incentive program does not impact your Traditional Restaurant's required contributions for Cooperative Area Advertising. You still must contribute the amount that the cooperative requires.

The Standard incentive program does not impact your Traditional Restaurant's required contributions for Local Cooperative Area Advertising. You must contribute the amount that the cooperative requires.

We describe the conditions to qualify for the Standard incentive program in Item 5.

(5) You also must pay costs of transportation, room, and board for your personnel. We pay no compensation of any kind to you or your employees while training and we will not reimburse you for any expenses associated with training. We may require you to purchase access to training videos or other instructional materials from us. We may in our sole judgment specify additional training requirements, including supplemental or refresher training programs for you, your managers and/or employees. These additional training requirements may require that you pay all associated costs and expenses (including training fees).

If we and one or more Other Franchisors grant you the right to open and operate an Arby's Restaurant and Other Restaurant(s) at a Multi-Brand Location, you must pay all ongoing fees due under each applicable Other Franchisor's franchise agreement in addition to the ongoing fees described in this Item.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Free-Standing Leased Amount	Non-Free-Standing Leased Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Development Fee(1)	\$6,250 to \$12,500	\$6,250 to \$12,500	See Item 5	Upon execution of Development Agreement	Us
Franchise Fee (1)	\$0 to \$37,500	\$0 to \$37,500	See Item 5	See Item 5 – earlier of 90 days prior to opening or upon commencement of construction	Us
Fees and Expenses During Training (2)	\$10,000 to \$25,000	\$10,000 to \$25,000	As arranged	As incurred	Us and Vendors
Total Development & Franchise Fees / Training	**\$16,250 to \$75,000**	**\$16,250 to \$75,000**			
Lease Deposits and Payments(3)	\$12,000 to \$50,000	\$12,000 to \$50,000	Lump Sum	At lease signing or prior to opening	Landlord
Site Costs (4)	\$0 to \$451,000	\$0 to \$4,000	As arranged	As incurred	Contractor
Landscaping (5)	\$0 to \$45,000	N/A	As arranged	As incurred	Contractor
Total Site and Real Estate (excluding purchase)	**\$12,000 to \$546,000**	**\$12,000 to \$54,000**			
Civil & Architectural Drawings / Professional Fees(6)	\$40,000 to \$152,400	\$6,000 to \$67,400	As arranged	As incurred	Vendor
Zoning / Permitting Costs(7)	\$1,000 to \$112,000	\$1,000 to \$18,000	As arranged	As incurred	Vendor
Building Costs(8)	\$400,000 to \$850,000	\$236,000 to \$500,000	As arranged	As incurred	Vendor
Equipment (9)	\$225,000 to \$325,000	\$225,000 to \$325,000	As arranged	As incurred	Vendor
Computer Hardware and Software/ POS(10)	\$32,000 to \$55,000	\$32,000 to \$42,000	As arranged	As incurred	Vendor

Type of Expenditure	Free-Standing Leased Amount	Non-Free-Standing Leased Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Décor Package[11]	$11,000 to $35,000	$11,000 to $35,000	As arranged	As incurred	Vendor
Signage & Drive Thru [15]	$44,000 to $88,000	$25,000 to $45,000	As arranged	As incurred	Vendor
Total Building / Construction / Equipment	**$753,000 to $1,617,400**	**$536,000 to $1,032,400**			
Pre-Opening Wages [13]	$21,300 to $41,200	$21,300 to $41,200	As arranged	As incurred	Employees
Opening Inventory[14]	$18,000 to $26,000	$18,000 to $26,000	As arranged	As incurred	Vendor
Insurance [15]	$10,000 to $16,000	$10,000 to $16,000	As arranged	As incurred	Broker
Working Capital / Additional Funds[16]	$33,000 to $100,000	$33,000 to $100,000	As arranged	As incurred	Employees / Vendors, Etc.
Rent (one month)[17]	$4,000 to $10,000	$4,000 to $10,000	As arranged	Installments each month	Landlord
Business Licenses, Health Permits, Utilities Deposits [18]	$1,000 to $25,000	$1,000 to $25,000	As arranged	As incurred	City, utility company
Total Pre-Opening / Operating Deposits	**$87,300 to $218,200**	**$87,300 to $218,200**			
Total Estimated Initial Investment (excluding purchase) [19][20]	**$868,550 to $2,456,600**	**$651,550 to $1,379,600**			

The exterior design gives an Arby's Restaurant its identity. The building represents a way to market the Arby's brand and develop customer recognition. Currently, we have one basic design, the Inspire image, which is the only available image for any new restaurants, conversions and remodels of existing Arby's restaurants. We may change our permitted exterior design(s), including by eliminating a design altogether, at any time in the future.

The estimates in this table reflect both a leased scenario for the Inspire free-standing building type and a leased scenario for other non-free-standing building types. The ranges for the free-standing building reflect a 1,600 to 3,000 square foot build-to-suit site in our Inspire image in which the landlord incurs most of the development costs on the low end, to a conversion of an existing site in which you will incur most of the conversion costs on the high end. These ranges do not reflect costs to construct a new building. The ranges for the non-free-standing building types reflect estimates from a build-to-suit on the low end to vacant tenant space on the high end. Non-free-standing building types include in-line, end cap with drive-thru, truck stop, travel plaza, and convenience stores.

Notes:

(1) We describe the Development Fee and initial Franchise Fee in Item 5. The Development Fee amount in this Item 7 assumes you will develop only one Restaurant under the Development Agreement.

(2) We do not charge any training fee for training 2 managers (or other approved trainees) in your first Restaurant. You must pay our then current training fee (currently, $2,100 but we expect that it will increase to $4,000 per attendee mid-year) for each additional trainee. You also must pay your trainees' expenses.

(3) If you do not own suitable space or land for your Restaurant, you must rent a premises suitable for the Restaurant. You typically will rent the premises for a free-standing location. A prime location covers 30,000 to 40,000 sq. ft., with 100 to 180 ft. of street frontage but you may need a larger or a smaller lot depending on various factors such as existing easements on the property and local code requirements. The lot size you need often depends on the ratio of parking to seating that local permitting authorities require. This ratio is generally 1 parking space to every 2 seats within the Restaurant. The typical building sizes generally ranges from 1,600 to 3,000 sq. ft.

(4) This estimate covers the cost of development outside the building footprint defining the building construction area. This is in the area of construction defined by an imaginary line located outside the building exterior perimeter walls and following the contours of those walls. The site must be suitable for commercial construction. Necessary work might include architectural renderings, site engineering, soil testing, environmental studies (Phase 1), filling, grading, compaction, curb, cut utility installation or relocation, and drainage control. These costs could apply for either a leased site or purchased site. These site cost estimates assume there are no extenuating site conditions such as bad soils, retaining walls, underground storm water retention, exceedingly restrictive DOT and unconnected utilities.

(5) Landscaping costs vary by site and facility type and might not apply to certain locations.

(6) This estimate covers costs to employ an architect or civil engineer to modify our standard plans for your site. Costs will vary depending on the revisions that you or your municipality, county, or state request or require. The estimate also includes the optional Site Design Fee and Kitchen Layout Design Fee for a PKL or PSL that are payable to our affiliates, if you request that we provide those services. Our affiliates only provide PSL services for Restaurants with a drive-thru window.

(7) You may need to request a zoning variance or otherwise alter current zoning conditions. Costs will vary depending on the requirements of your municipality, county, or state.

(8) This figure estimates average building costs and basic construction and remodeling costs. It covers the construction cost of the building itself, but not the costs for site development or equipment, which are addressed below. Building costs vary widely, depending on geographic location, size of building, environmental, or other local construction requirements, and if the site is a conversion of a former restaurant space.

(9) This figure covers the costs for equipment, other than items referenced separately in the table. Depending on your financial position and economic conditions, you may be able to finance some portion of the equipment package cost through a bank or leasing company. This estimate does not include taxes but does include freight and installation charges. You will negotiate exact costs with each supplier.

(10) We describe the minimum technology requirements, including a point of sale system ("POS"), in the Arby's Operating Standards Manual (the "Manual"). Additionally, your Restaurant must have a Windows-based personal computer, with broadband internet connection, sound and graphics capabilities, and printer.

(11) This estimates the costs for leasehold improvements, furniture, fixtures, other fixed assets and other aspects of the décor package. You must purchase your décor package from our approved suppliers. Costs will vary depending upon the number of seats and the mix of tables, chairs, and booths. Décor must comply with Arby's current image.

(12) Signage and drive-thru costs include Arby's signage, menu boards, and drive-thru package components where applicable. You must install indoor and outdoor signage when applicable. You must purchase signs and menu boards from our approved suppliers. Costs will vary by site and facility type. Certain enhancements to signage and to the drive-thru package are optional.

(13) You will incur pre-opening labor expenses for salaried and hourly workers. These expenses will vary by geography, market conditions and facility type, as well as your business decisions. The estimates assume that you will pay restaurant managers for 1.5 to 3 months before opening, assistant managers for 2 to 9 weeks at 40 hours per week, and other employees for 3 to 4 weeks. Your own expenses may differ depending on actual staffing levels, state employer taxes, wage and benefit levels.

(14) Amounts for opening inventory may vary according to facility type.

(15) Insurance costs vary depending on your insurability, Restaurant location and facility type. You typically will pay your entire premium for workers' compensation, property and casualty insurance in advance.

(16) This amount estimates the funds needed to cover initial operating expenses, including Restaurant management salaries, for a period of 3 months of operation (other than the items identified separately in the table). These figures are estimates, and we cannot guarantee you will not have additional expenses starting the business. You might need additional working capital during the first 3 months you operate your Restaurant and for a longer period after that. This 3-month period is not intended, and should not be interpreted, to identify a point at which your Restaurant will break even. Your costs will depend on factors such as how closely you follow our recommended methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for the Restaurant's products; the prevailing wage rate; competition; and the sales level reached during the initial period.

(17) This estimate is for your rent the first month and does not include an estimate of monthly real estate-related expenses, such as common area maintenance charges, real estate taxes and landlord insurance. The rental expense may vary widely based on geographic location, size

of the facility, local rental rates, landlord's work, tenant improvement allowance and other factors. Usually, the landlord requires payment of first and last month's rent in advance and a security deposit equal to one to 3 months' rent.

(18) This covers the estimated cost of business permits and licenses, utility deposits, taxes and other prepaid expenses.

(19) We relied on our, our affiliates', and our predecessors' over 60 years of experience in developing, operating and franchising Arby's Restaurants to prepare the estimate for additional funds and other estimates in this table. You should review these figures carefully with a business advisor, your accountant and/or your attorney before deciding to acquire the franchise. The estimate does not include any finance charge, interest, or debt service obligation. Except for the security deposit under a real property lease, which typically is refundable if you comply with the lease's terms, none of the payments is likely to be refundable, although this may depend on your negotiations with others. Neither we nor our affiliates offer financing for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral and the lending policies of financial institutions from which you request a loan.

Your investment will depend on many factors, including how closely you follow our methods and procedures; your management skills, experience and business acumen; local economic conditions; local real estate and construction costs; the local market for our product; the prevailing wage rate; professional service fees; competition, and the sales level reached during the initial period. Some costs are annual expenditures, while other costs are one-time expenditures.

(20) If we permit you to develop an Arby's Restaurant at a Multi-Brand Location, you may incur additional expenses to establish the Other Restaurant(s), including initial franchise fee, initial training program, computer system, signage, fixtures, furniture, equipment, initial inventory, and other expenses. You will find the build costs and other costs to establish each applicable Other Restaurant(s) in the Other Franchisor's franchise disclosure document. You may pay less than the cumulative total estimated initial investments for both an Arby's Restaurant and Other Restaurant if certain expenses, such as rent and insurance, overlap.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to establish a uniform image and uniform quality of product and services throughout the Arby's Restaurant network, you must operate and maintain the Restaurant according to the Manual and our standards. Our standards may regulate, among other things, the equipment and other products and services you use to operate the Restaurant, designated or approved suppliers of these items, and required or authorized products and services your Restaurant offers. We issue and modify standards based on our, our affiliates' and our franchisees' experience in operating and franchising Arby's Restaurants. We will notify you in the Manual, on our extranet at www.myarbys.com or its successor, or in other written communications of our standards and the names of some of our designated and approved suppliers. We also provide our relevant standards and specifications to approved suppliers, either directly or through ARCOP, Inc. ("ARCOP"), a non-profit supply chain cooperative for the Arby's Restaurant network.

ARCOP sources and provides risk management solutions related to the contracting and distribution of food, packaging, beverage, capital assets, services, energy, and operating supplies available to Arby's franchisees and our company-owned Arby's Restaurants. This franchisee-directed organization is funded by an upcharge on key food items (currently only on cases of processed potato products, roast beef, and frozen breads), which distributors collect and pay to ARCOP. ARCOP utilizes the Arby's Restaurant system volume to negotiate with suppliers and distributors, thus establishing pricing for all Arby's Restaurants. Specific items and suppliers remain subject to our approval, and our approval of any supplier or distributor is based on our approved criteria in existence at that time. Although participation in ARCOP is not mandatory, currently all domestic Arby's Restaurant franchisees are members of ARCOP. If you wish to purchase from another source, you must obtain our written approval. At a minimum, that source must demonstrate its ability to meet our standards for nutrition, quality, uniformity, and delivery. We do not negotiate purchase agreements for food, proprietary paper, and operating supplies with suppliers for the Arby's system.

ARG has contracted with a technology provider to provide franchisees a technology-based learning management system, and franchisees must participate in ARG's arrangement with the provider.

In order to create a uniform online ordering experience for Arby's customers, IRB, one of our affiliates, has developed and provides Arby's franchisees an optional online ordering platform for the Arby's Restaurant network (the "Arby's Order Ahead Platform"). IRB and its contractors currently are the only approved suppliers for the Arby's Order Ahead Platform. Additionally, you must sign contracts with approved suppliers and participate in our then-current gift card program operated by or through our approved suppliers (that may include us or our affiliates).

Otherwise, neither we nor our affiliates are currently approved suppliers or the only approved suppliers for any category of goods and services for the Arby's Restaurants.

We currently require you to purchase all of your furniture, fixtures and equipment (excluding only the back office computer systems), food and beverage ingredients and components, cups and other paper goods, uniforms, professional cleaning services, hygiene and food safety program materials, restaurant auditing services, third party delivery services, and credit and debit card processing and related services only from one of our approved suppliers and through our approved distributors. For some items and services, you must sign contracts with third party suppliers and vendors in the form that we or they specify.

If you desire to purchase any items from a supplier or distributor that we have not previously approved (for those items that we require you to purchase only from approved suppliers), you must request, in writing, our prior approval of the supplier or distributor. We will consider approval if the supplier or distributor can meet and maintain our specifications, standards, and requirements and otherwise meets the needs of the Arby's Restaurant system. You must furnish, at your own expense, adequate samples of the item for which you are requesting approval, or if that is not feasible, you must furnish copies of descriptions, specifications, and pictures of the items in question. In considering any request for a new or additional supplier or distributor, we may charge the proposed supplier or distributor all reasonable costs and expenses we incur in evaluating, investigating, and determining our response to the request. If you fail to obtain our approval to purchase from an unauthorized supplier or distributor, and buy from an unauthorized supplier or distributor, we may terminate your Franchise Agreement. It typically takes approximately 90 calendar days for us to complete our inspection and evaluation process for approval or disapproval of a proposed supplier. We are not required to approve any particular supplier or distributor and may only approve a single supplier or distributor (that may include us or our affiliates) for certain items. We can refuse to approve any particular supplier or distributor or an unreasonable number of suppliers and/or distributors for any particular item or service in our sole judgment. We also may revoke our approval of any item or supplier by providing notice to you.

Except as described above, you currently are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory, computer hardware or software, real estate or comparable items concerning the establishment or operation of the franchised business from us, our affiliates, or our approved suppliers. However, you must purchase or lease the Restaurant's point-of-sale and back office computer systems, and all other products and services for your Restaurant, according to our standards and specifications.

You may operate the Restaurant only from a site that we accept. We will provide you with standard plans for an approved Restaurant building or layout, including specifications for fixtures, furnishings, signs, and equipment. However, it is your responsibility to adapt these standard plans to the accepted site and submit the proposed final working plans to us for approval. You must maintain the Franchised Premises in good condition and state of repair as necessary to comply with and satisfy the requirements of the manual. In addition, on or before the 10th anniversary of the date you sign the Franchise Agreement, you must do a refresh and upgrade of the Franchised Premises so that the Restaurant building conforms to our then current exterior building color specifications for new Arby's restaurants (without any structural changes) and the restaurant interior (including, the dining room, furniture, fixtures, and equipment) are substantially consistent with the then current image of new Arby's restaurants. Before you begin the refresh and upgrade, you must submit to us proposed specifications for our written approval.

Insurance

You must obtain and keep in full force and effect insurance covering your business and the Restaurant's premises naming us, our owners and affiliates (including Inspire Brands, Inc.), and AFA (as long as membership is compulsory under the Franchise Agreement) as additional insureds. You must obtain the insurance from a responsible insurance company licensed to do business in the state in which the Restaurant is located and having an A.M. Best insurance rating of "A-" with a FSC (Financial Size Category) rating of "X". The commercial general liability insurance must provide coverage on an occurrence basis for personal injury, bodily injury, property damage, product and contractual liability in an amount of at least $1,000,000.

Interest in Approved Suppliers

Some of our officers own interests in Inspire Brands and its subsidiaries, and Inspire Brands owns an interest in Checkmate.com, Inc. (one of our suppliers), so some of our officers have an indirect interest in Checkmate.com, Inc. Except as disclosed above, there are no approved or designated suppliers in which any of our officers or directors own an interest.

Proportion of Purchases Subject to Specifications

Collectively, the purchases and leases that you must make from us or our affiliates, from designated or approved suppliers, or under our standards and specifications represent about 90% of your purchases and leases to establish and operate the Restaurant.

Payments from Franchisee Purchases and Leases

In the past, ARG (or its affiliates) entered into leases or subleases with franchisees for real estate, leasehold improvements, and/or equipment. For the 2025 fiscal year, ARG reported $14,618,529 in rental revenue and $8,627,365 in rental costs, for a net revenue of $5,991,163 from 109 franchised Arby's restaurant properties. In addition, for the 2025 fiscal year, IRB reported a reimbursement of $9,443,958 from providing technology-related services to the Arby's Order Ahead Platform to franchisees, all of which IRB used for costs relating to the development, implementation, operation, and enhancement of the Arby's Order Ahead Platform and related technologies, equipment, and platforms. This includes $951,950 in rental income for Order Ahead equipment. The source of these revenue and reimbursement figures for ARG and IRB is our internally-prepared financial statements. Except for the amounts above for ARG and IRB, neither we nor our affiliates received additional revenue from selling products and services to Arby's Restaurant franchisees in 2025. We or our affiliates may receive profits and commissions on other sales made directly by us or our affiliates to you in the future.

Our affiliates and we do not derive any revenue, favorable pricing not also available to you, or other material consideration from your purchases or leases from approved suppliers; however, our beverage suppliers, The Coca-Cola Company, and Dr. Pepper/Seven Up, Inc. do provide funding for marketing initiatives, the Arby's Foundation, and the annual Arby's franchise convention. During our 2025 fiscal year, ARG received a rebate from The Coca-Cola Company and Dr. Pepper/Seven Up, Inc. based on the gallons of Coca-Cola and Dr. Pepper cola syrup and other Coca-Cola and Dr. Pepper products that our company-owned Arby's Restaurants purchased, and franchisees received rebates from The Coca-Cola Company and Dr. Pepper/Seven Up, Inc. based on the gallons of Coca-Cola and Dr. Pepper syrup and other Coca-Cola and Dr. Pepper products they purchased.

Cooperatives and Purchasing Arrangement

On occasion, we or our affiliates may negotiate favorable pricing terms with various suppliers and vendors for our company-owned Arby's Restaurants, and we generally offer those same favorable pricing terms to franchisees for voluntary participation. ARCOP negotiates purchase arrangements, including price terms, with suppliers and distributors. In addition, ARCOP may, at its option, participate in certain purchasing arrangements negotiated by us or our affiliates.

Material Benefits for Certain Purchases

We do not provide material benefits to you (for example, renewal or granting additional franchises) based on your purchase of particular products or services or use of particular suppliers.

Multi-Brand Locations

If we and you enter into the Multi-Brand Addendum and you operate your Restaurant at a Multi-Brand Location, we, at our option, may modify any of the terms of the Arby's Restaurant system applicable to the Restaurant, including any system standards, the layout and design requirements, the products and services offered, any mandatory or optional advertising, marketing and promotional programs, required equipment or products, required hours of operation, personnel training and staffing requirements, and other standards, specifications and requirements, in a manner that is different from the manner in which those terms apply to other Arby's Restaurants, to reflect the Restaurant's status as a Multi-Brand Location. If you operate your Restaurant at a Multi-Brand Location, you must comply with all of these modifications.

If we permit you to operate your Restaurant at a Multi-Brand Location, (i) you must use paper products and other items bearing the Trademarks only at the Restaurant and with products served by the Restaurant, and you (or your affiliate) may not use them at the Other Restaurant or with products served by the Other Restaurant; (ii) you must ensure that all employees providing services to customers of the Restaurant wear uniforms that are distinct from the uniforms and/or other apparel worn by the employees providing services to customers of the Other Restaurants; and (iii) you may be required to purchase or lease certain goods and services for each Other Restaurant from approved or designated suppliers (which may be the applicable Other Franchisor or its affiliate). You can find additional information in each Other Franchisor's franchise disclosure document.

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.

FRANCHISEE'S OBLIGATIONS

	Obligation	Section in Agreement[1]	Disclosure Document Item
a.	Site selection and acquisition/lease	Sections 6 & 8 of DA Section 1 of FA	Items 7, 8, 10 and 11
b.	Pre-opening purchases/leases	Section 8 of DA Section 7 of FA	Items 5, 7, 8, 10 and 11
c.	Site development and other pre-opening requirements	Sections 5, 6, 8 & 9 of DA Sections 4, 5, 6 & 7 of FA Section 4(d) of MBA	Items 6, 7, 8, 10 and 11
d.	Initial and ongoing training	Section 10 of DA Section 6 of FA Section 5 of MBA	Items 6 and 11
e.	Opening	Sections 4, 11 & 12 of DA Sections 4 of FA	Items 5 and 11
f.	Fees	Sections 3 & 11 of DA Sections 2, 3, 10, 14, 15 & 16 of FA	Items 5, 6 and 7
g.	Compliance with standards and policies/operating manual	Sections 1, 3, 4, 5, 6, 7 & 9 of FA Sections 4(e)-(g) and 5 of MBA	Items 8, 11, 14 and 17
h.	Trademarks and proprietary information	Preamble, Sections 1, 12 & 15 of DA Preamble, Sections 1, 7, 11 & 13 of FA	Items 11, 13, 14 and 17

	Obligation	Section in Agreement[1]	Disclosure Document Item
i.	Restrictions on products/services offered	Sections 1, 4, & 7 of FA	Items 8, 11 and 16
j.	Warranty and customer service requirements	Section 10 of DA Section 6 of FA	Item 11
k.	Territorial development and sales quotas	Section 1 of DA Section 1 of FA	Item 12
l.	On-going product/service purchases	Sections 4 & 7 of FA	Items 8 and 11
m.	Maintenance, appearance, and remodeling requirements	Section 9 of DA Sections 5 & 14 of FA Sections 4(A) and 7 of MBA	Items 6, 8 and 11
n.	Insurance	Section 12 of FA	Items 6, 7 and 8
o.	Advertising	Sections 4, 10 & 11 of FA	Items 6, 7 and 11
p.	Indemnification	Section 12 of FA	Item 6
q.	Owner's participation/ management/staffing	Sections 1, 6, 12, 13 & 16 of FA	Items 11 and 15
r.	Records and reports	Section 9 of DA Sections 3 & 5 of FA Section 4(g) of MBA	Item 6
s.	Inspections and audits	Sections 3 & 9 of FA Section 6 of MBA	Items 6 and 17
t.	Transfer	Section 16 of DA Section 16 of FA Section 8(b) of MBA	Items 6, 10 and 17
u.	Renewal	Section 17 of DA Section 14 of FA Section 3 of MBA	Items 6, 10 and 17
v.	Post-termination obligations	Sections 14 & 15 of DA Sections 13 & 15 of FA Section 8(d) of MBA	Items 14, 15 and 17
w.	Non-competition covenants	Section 13 of FA	Items 15 and 17
x.	Dispute resolution	Sections 19 of DA Section 21 of FA	Item 17
y.	General Release of claims[2] & Guaranty and Assumption of Obligations	Sections 14, 16, 17 & 20 of DA Sections 1, 14 & 16 of FA	Items 9, 17 and Exhibit C, D & F

Notes:

(1) "FA" means the Franchise Agreement, "DA" means the Development Agreement and "MBA" means the Multi-Brand Addendum. All of these obligations are also obligations of any guarantor under the terms of the Guaranty and Assumption of Obligations, a form of which is attached as Exhibit B to the Franchise Agreement. We may require a guaranty when granting any franchise rights. Section references in Item 9 have the same meaning as the corresponding Article references in the FA.

(2) We require a General Release of all claims in certain situations (see Exhibit F).

ITEM 10
FINANCING

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

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

As noted in Item 1, we signed a management agreement for ARG to provide support and services to Arby's Restaurant franchisees. However, we remain responsible for all of the support and services required under the Franchise Agreement and Development Agreement.

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

Pre-opening Obligations

Before you open your Restaurant, we will:

(1) Designate a geographic area or specific location within which you may select a proposed site for our acceptance. (Section 1 of DA)

(2) Offer you counseling and advice in site selection, including on-site visits to review potential sites and preparation of market analysis. (Section 5 of DA)

(3) Review and accept or reject sites you propose. We generally do not own sites and lease them to franchisees, lease sites and sublease them to franchisees, or select sites for franchisees. Each proposed site must meet our then current site selection criteria for Arby's Restaurants. You may only locate the Restaurant at a site we have accepted. You must submit to us the specific site data and demographic and other information concerning the proposed site as we reasonably require, using forms we reasonably require. This data includes a current scale map of the city/town, area income analysis, traffic counts, site description and plot plan on site, color photos, area competition information, and building and signage plans. When reviewing sites we will consider the factors we deem appropriate, such as demographic characteristics, access, traffic patterns, parking, visibility, competition, character of market, other commercial characteristics, and the proposed site's size, appearance and other physical characteristics. We do not guarantee the suitability or success of the accepted site. We generally respond to proposed site acceptance requests within 30 calendar days. We may reject any proposed site, and if this happens, you must seek and present an alternative proposed site for our acceptance or rejection. If we and you cannot agree on a site or you do not open the Restaurant on or before the deadline in the Development Schedule, we may terminate your Development Agreement. (Sections 6 and 7 of DA)

(4) Approve a lease that meets our requirements. After we have accepted the proposed site, you must obtain control of the site either by lease or purchase. You must obtain our approval of your proposed lease or financing arrangement for the site, and you must provide a complete copy to us. You must use your commercially reasonable best efforts to cause the lease or financing arrangement to contain designated provisions intended to protect our interests in the leased premises. (Section 8 of DA and Section 1:1:1 of FA)

(5) Provide standard plans for the approved building or layout, including specifications for equipment, fixtures, furnishings, and signs. You must hire an architect and general contractor to adapt these standard plans to the accepted site and submit final working plans to us for our approval within the time periods we set. It is your responsibility to obtain necessary zoning and construction approvals and permits, architectural services, and contracts for building construction or remodeling and equipment, all according to the final building and equipment plans we approve. You may not proceed with construction or remodeling until you have received our approval of the final working plans. We may also permit you to convert an existing building into a new free-standing Traditional Restaurant. You must submit actual construction costs to us within 120 days of project completion. If we permit you to operate the Restaurant at a Multi-Brand Location, you must design and construct, and/or make modifications to the Restaurant's layout, design, equipment and fixtures that we periodically specify to reflect the Restaurant's operation at a Multi-Brand Location, and you must notify customers, and the design and layout must reflect, in the manner we periodically specify that the operation of the Other Restaurant(s) is separate from and independent from the Restaurant. (Section 9 of DA and Section 4(a) of MBA)

(6) Sign and deliver the Franchise Agreement to you after you pay all required fees and perform all required obligations under the Development Agreement, if you meet our then current franchising policies and procedures for the issuance of Franchise Agreements. You must sign the Franchise Agreement and pay the initial franchise fee (if any) on the earlier of either 90 days before the scheduled opening or the start of construction. You will sign our then current form of Franchise Agreement for each Arby's Restaurant you develop in the Territory, which currently is the form of Franchise Agreement in this disclosure document but could in the future differ from that form. However, if you fully comply with the Development Agreement, each Franchise Agreement that the Development Agreement covers will reflect the royalty and franchise fee specified in the Development Agreement. (Section 11 of DA)

(7) Provide specifications and names of approved suppliers for opening inventory, supplies, and related materials. We do not currently provide items directly, but will provide the names of approved suppliers for some items and written specifications for some items. We do not deliver or install any items. (Section 7:2 of FA)

(8) Consider for approval proposed new specifications and suppliers. (Section 7:2:1 of FA)

(9) Provide an overview of the Arby's system and our administrative corporate support according to the "New Franchisee Orientation." We describe training later in this Item. (Section 10 of DA)

(10) Provide the Arby's Training Program. We describe this training in detail later in this Item. (Section 10 of DA and 6:2 of FA)

(11) Approximately 10 weeks before your Restaurant opens, provide you with an electronic copy of the Manual, which may include audio, video, computer software, other electronic media, written materials, written directives in multiple forms including online postings on the Arby's System extranet (i.e. www.myarbys.com or its successor), email and/or other electronic communications, facsimiles, or any other medium capable of conveying the Manual's contents. The Manual, among other things, identifies the licensed trademarks and contains mandatory and suggested standards, specifications, operating procedures, and rules we specify

and other information relative to your other obligations under the Franchise Agreement and in the operation of the business. The Manual contains confidential proprietary information and you must return any paper copies of the Manual to us when the Franchise Agreement terminates or expires for any reason. We may supplement, modify, and revise the Manual electronically or in hard copy. (Sections 1:1 and 4:1:1 of the FA)

The following table identifies the subjects contained in the Manual's written materials and the number of pages devoted to each subject.

Manual Section	
Operations	306
Operating Systems & Tools	105
Cleaning & Sanitation/Ecolab	80
Safety	124
Business Practices	43
Total	**658**

Ongoing Obligations

After you open your Restaurant, we will:

(1) Manage certain advertising and marketing programs. We describe our and your advertising and marketing obligations below in this Item. (Sections 10 and 11 of FA)

(2) Consider for approval proposed new specifications and suppliers. (Section 7:2:1 of FA)

(3) Continue to provide you access to updates to the Manual. (Section 4:1 of the FA)

(4) Before you begin any refresh and upgrade, approve or deny your proposed specifications. (Section 5:3 of the FA)

Opening of the Restaurant

You must open your Restaurant for business on or before the later of (a) the date specified in your Development Agreement for opening the Restaurant, and (b) 30 calendar days after we and you sign the Franchise Agreement. We estimate the typical length of time between paying the development fee for a Restaurant (which is when you first pay consideration to us for that Restaurant) and the opening of the Restaurant to be between 90 and 540 calendar days. The time to open depends on such factors as the Development Schedule (if any), site selection, lease negotiations, obtaining acceptable financing arrangements, necessary zoning and building permits, meeting other local ordinances or community requirements, weather conditions, shortages, slow delivery and other factors concerning completion of construction, remodeling, decorating, purchasing and installing equipment, fixtures, signs and similar factors, and the completion of pre-opening hiring and training of the employees.

If we permit you to operate the Restaurant at a Multi-Brand Location, you may not open and begin operating the Restaurant unless the Other Restaurant is also open and in operation. (Section 4(b) of the MBA)

Advertising and Marketing

Advertising and Marketing Service Fee/AFA

We remit the Advertising and Marketing Service Fee you pay us directly to a separate and independent membership corporation known as AFA, in which every domestic company-owned Restaurant and franchisee is required to participate, and which reports to a Board of Directors representing Arby's domestic franchisees. AFA is the franchisee-administered service organization responsible for advertising and marketing services to the Arby's system.

Effective October 2005, ARG and AFA entered into a Management Agreement that created operational efficiencies, thus benefiting the Arby's system as a whole. Under the Management Agreement (as amended), ARG assumed general responsibility for the day-to-day operations of AFA. ARG performs these tasks subject to the approval of AFA's Board of Directors, which consists of AFA members elected by the AFA membership. The AFA Board of Directors has decision-making power, and ARG cannot change or dissolve the AFA Board of Directors or the AFA. In addition to general managerial responsibilities for AFA's day-to-day operations, ARG pays for the general and administrative costs of AFA, other than the cost of an annual audit of AFA and some other expenses.

The most current tiered rate structure for the Advertising and Marketing Service Fee, if any, is shown in Exhibit C to the Franchise Agreement. Effective July 1, 2025, the AFA Board of Directors approved dues based on a rate structure whereby the amount of Advertising and Marketing Service Fee will be between 3.22% and 5.0%. Most franchisees currently pay Advertising and Marketing Service Fees based on the approved rate structure, although we pay those fees on behalf of Non-Traditional Restaurants, and some franchisees may pay different rates based on incentive programs. We and our affiliates contribute to AFA on at least the same basis as franchisees for any Arby's Restaurants that we or they own. The Advertising and Marketing Service Fee and tiered rate structure may change in the future, including the elimination or reinstatement of the tiered rate structure.

AFA will provide limited local and regional advertising and marketing services to you. AFA uses 100% of the money from franchisees' Advertising and Marketing Service Fees to develop and prepare advertising materials, including (for example) materials for print, radio and television, to undertake market research, to purchase national advertising media of all types, to develop social media/networking programs, to pay the commissions, fees and expenses of advertising and marketing agencies and consultants to pay talent and talent residuals, to provide other marketing and non-marketing services, and to pay all fees and expenses incurred regarding providing these items. ARG's staff, advertising agencies and/or other contractors may produce advertising and other materials on AFA's behalf. For our 2025 fiscal year, (1) no AFA advertising contribution funds were used to solicit franchise sales, and (2) AFA used the money as follows: 76.09% on national media; 17.16% on creative and content; 5.58% on merchandising; 0.9% on consumer insights; and 0.27% on general and administrative expenses. Fees not spent in the fiscal year in which fees are accumulated are carried forward and spent in the next fiscal year, though AFA attempts to spend all funds contributed to it in the year in which they are contributed. If you would like to obtain an audited accounting of the advertising funds, send a written request directly to AFA.

Membership in AFA is compulsory. If membership in AFA ceases to be compulsory for those franchisees who are members, franchisees have the right to designate a successor service organization as long as franchisees representing at least 65% of all franchised restaurants and at least 200 franchised restaurants designate the same service organization. If there is no designation by the franchisees, we may designate a successor service organization or elect to retain the fees and provide the specified services directly. AFA, by contract with ARG, has the duty to determine the amount of the Advertising and Marketing Service Fee, which cannot be set below 1.2% of Gross Sales without the prior approval of ARG. Effective April 12, 2023, we and the AFA Board of Directors approved certain discounts on amounts that qualifying franchisees will pay as AFA dues and the Advertising and Marketing Service Fee under the Standard incentive program. Except for the AFA Board of Directors, there is no advertising council of franchisees that advises us on advertising policies.

If we permit you to operate the Restaurant at a Multi-Brand Location, unless we otherwise specify or approve, none of the advertising, marketing or promotional materials associated with the Restaurant may reference any Other Restaurant or the brand(s) under which they operate. (Section 4(f) of the MBA).

Local Market Advertising

In addition to paying the Advertising and Marketing Service Fee/participating in the AFA and participating in your Local Cooperative Area Advertising Program (see below) you must spend at least a minimum percentage of Gross Sales on local market advertising.

The specific amount you must spend on local advertising will depend on your specified Advertising and Marketing Service Fee (from Exhibit C to the Franchise Agreement) and may change if the Advertising and Marketing Service Fee rates change. Subject to the minimum percentage of monthly Gross Sales, you determine the amount that you spend on specific activities when performing your individual local market advertising. The amount is divided between your individual local market advertising and the Local Cooperative Area Advertising program (see below). Currently, the minimum Local Market and Local Cooperative Area advertising expenditures range from 0.2% to 1.98% of Gross Sales, depending on the market in which you are located and dues paid to the AFA. The costs of food or beverage products you sell at a reduced price or give away do not count in the fulfillment of this advertising obligation.

You must submit all advertising, marketing, or promotional programs, materials, or activities to us for approval before use. If we determine that any advertising, promotional programs, articles or materials you use or plan to use are injurious or prejudicial to us or any of our franchisees, or violate the Franchise Agreement, you must stop using them immediately upon notification from us. Your advertising, marketing, promotions and other use of Arby’s name, logo, graphics or trademarks on the internet or through other electronic media, including social media platforms and communication tools, must comply with the Manual and the Franchise Agreement.

If you qualify, the Standard incentive program will not impact the Local Market and Cooperative Area Advertising Expenditure required under your Franchise Agreement. If you operate a Non-Traditional Restaurant, we do not require you to spend a particular percentage of Gross Sales on local market advertising.

Local Cooperative Area Advertising

You must join and participate in a Local Cooperative Area Advertising program (“Co-op”) that we select. Co-ops are formed and governed by the most current standard form Co-op bylaws we issue, the current version of which is attached to the Franchise Agreement. In most instances, we determine your Co-op using the "Designated Market Area" ("DMA") county coverage designation method found in the applicable Co-op Bylaws. Each Arby's Restaurant's contribution is determined by the television coverage/spill received within that county and indexed against the county receiving the highest percentage of coverage, all as measured by Nielsen Media Research, Inc. Once formed, we do not have the power to change, dissolve, or merge Co-ops. You and the other members of the Co-op will administer the Co-op. The Co-op engages the services of an advertising agency or media-buying service to assist in the administration of Co-op meetings and an accounting firm handles the Co-op contributions from each Arby's Restaurant. However, we do assist the Co-ops in the collection of past due Co-op dues that amount to a default under the applicable Franchise Agreements. The Co-op currently must pay talent residual fees when commercials are aired in the Co-op's market, but AFA pays the talent residual fees for national commercials.

The Co-op must operate from written Co-op Bylaws, which typically are approved by a majority vote of the Co-op membership. Each member has one vote for each Arby's Restaurant that the member operates in the Co-op's market. Participating members of the Co-op and prospective franchisees may review the Co-op Bylaws if a Co-op is functioning in the DMA in question.

Each Co-op typically prepares annual income tax returns and periodic financial statements that are presented at each Co-op meeting and are considered proprietary. We do not have any control over Co-op contributions that are not spent in the fiscal year in which they accrue; each local Co-op votes on how to handle excess funds.

We have no obligation to spend any amount on advertising in the area or territory where your Restaurant is located unless we have company-owned Arby's Restaurants in the area or territory and participate in the same Co-op as you. We do not use any of the fees paid to AFA or a Co-op to solicit the sale of franchises.

If you qualify, the Standard incentive program will not impact your Traditional Restaurant's required contributions for Local Cooperative Area Advertising. You must contribute the amount that the cooperative requires. If you operate a Non-Traditional Restaurant, we do not require you to participate in a Local Cooperative Area Advertising program. (Sections 10 and 11 of FA, Non-Traditional Restaurant Amendment to the Franchise Agreement)

Technology and Computer Systems

You must satisfy our minimum technology requirements including for the point of sale ("POS") system, at the Restaurant. Our technology requirements, as we may periodically modify them, can be found in the Manual. Currently, the POS system you must use is the PAR Brink software platform, including our approved hardware, software, network and support platforms for the POS system, kitchen system, and other appropriately connected devices. In addition, you must use our designated credit card payment gateway software and our designated vendor for credit and debit card processing and related services. You must process all sales, regardless of payment type, through the POS system. You will also need a Windows-based personal computer with broadband internet connection, sound and graphics capabilities, and printer, located in the Restaurant to meet our functionality, performance and informational requirements, maintain and submit any other reports we require, receive communications from us (including those posted on the extranet at www.myarbys.com or its successor), remit royalty and advertising payments, and participate in guest recovery, customer loyalty and similar programs. If you choose to participate in the optional Arby's Order Ahead Platform, you also must acquire the payment and other hardware, the merchant and processor contracts, and the related technology.

Your POS system, computer systems and other technology systems generate and store sales, employee, inventory, cost, speed of service, configuration, and other operations-level data.

We estimate the cost of purchasing the POS system with applicable software will range from $32,000 to $55,000, and the cost of purchasing a computer system with the specified requirements will range from $1,100 to $2,000. There is also an annual fee related to the ongoing maintenance and support for the POS system that ranges from $5,000 to $10,000 per year. If you choose to participate in the optional Arby's Order Ahead Platform then you must sign the then-current form of participation agreement and you will make the ongoing payments described in Item 6 to IRB, our affiliate, and to the approved vendors for the services they provide for the platform. Otherwise, neither we, our affiliate or any third party has any obligation to provide ongoing maintenance, repairs, upgrades, updates or support contracts related to any of these systems. Due to varying market conditions and vendors, we are unable to estimate the cost of any ongoing maintenance, updates, upgrades or support contracts for your Restaurant's POS and computer systems.

We have unlimited, independent access to the information that your POS system and other internet-connected technology systems (such as drive-thru timers) generate and store. For clarity's sake, we will not access individual employee personal data (including contact information, social security numbers, rate of pay or similar information) without your consent or a legal requirement. You must ensure that your POS system and internet-connected technology systems are online and available for access. You also must comply with any standards we periodically implement for upgrades and updates to the POS and computer systems, and no contract limits the frequency or cost of this obligation.

Most companies, including our company and our franchisees, are dependent on information technology and functional application systems. Without them, we could not accept orders, schedule and process manufacturing of products, arrange for delivery, accept payments, process invoices, or pay employees. Telephone systems, the Internet, electronic banking, and other mainstays of the modern economy all can affect your business if not operating properly. We continually work on computer and technology issues to maintain a state of compliance with the various POS and/or other computer and technology system requirements for company-owned Arby's Restaurants. We also may occasionally provide guidance to assist franchisees with technology strategy development, planning, investment and vendor resolution matters. However, you alone are responsible for analyzing, addressing, fixing, and assuring your own POS and technology compliance, including any required Payment Card Industry ("PCI") compliance. You should assemble a team to understand the POS and related technology problems within your business. The team should include senior businesspeople with a broad understanding of the operations as well as a senior information technology person. You must get your full management support to thoroughly understand what your business needs are and to understand the inherent risks associated with information technology. You should implement contingency plans if you encounter problems with your POS and other information systems that would include mapping out how your company can function if your systems fail. (Sections 3:2 and 5:4 of the FA)

If we permit you to operate the Restaurant at a Multi-Brand Location, at our option, you may use certain areas of the premises and equipment, including the POS and other computer equipment, only for the business associated with the Restaurant or only for the business associated with the Other Restaurants. (Section 4(a) of MBA)

Training

If you are a new franchisee, we may require you to participate in our New Franchisee Orientation ("NFO"). If you are a corporation or other business entity, then a partner or approved owner must participate in the NFO. The NFO is a brief overview of the Arby's Restaurant system and the administrative corporate support we provide. We typically conduct the NFO each quarter (but more or less often based upon demand) at the Arby's Support Center, our administrative office and worldwide headquarters. The NFO is a one or 2-day orientation program in a presentation/ classroom setting. There are no tasks related to the NFO that you must complete to our satisfaction. There is no cost for the program, but you will pay your own travel, meal, and lodging expenses.

For each of your first and second Restaurants, you must at all times employ 2 managers (4 total) who have completed (to our satisfaction) the Arby's Training Program, or a comparable training program we approve in our sole judgment, at the Arby's Restaurant that we designate. One of these people may be you, the franchisee, if you are participating in the direct operation of the Restaurant. For your third and subsequent Restaurants, you must at all times employ one manager per Arby's Restaurant who has completed (to our satisfaction) the Arby's Training Program. The Arby's Training Program is primarily designed to develop the technical operational skills necessary for the operation of an Arby's Restaurant. A field training manager, along with designated training representatives, teaches the Arby's Training Program. You must meet the Arby's Training Program's requirements to our satisfaction before opening your Restaurant. Training is held on a rolling basis throughout the year.

The following table outlines the current Arby's Training Program:

TRAINING PROGRAM

Through experiential learning and eLearning, the programs below offer strategies and tactics for becoming a proficient Arby's restaurant manager.

1. Our team member training program teaches fundamental skills needed to execute daily service and non-service tasks.

2. Our shift management training program teaches basic management skills needed to operate a shift in an Arby's restaurant effectively, using the tools and processes provided to support consistency and effectiveness.

3. Our critical thinking and leadership training program teaches critical thinking skills needed to successfully diagnose and correct shift / operating deficiencies (i.e. speed of service, product waste, team deployment strategies, etc.), and includes leadership training to equip new restaurant managers with stronger decision-making skills to help prepare restaurant managers to lead a team to deliver Arby's standards effectively.

	Subject	Hours On-the-Job Training	Hours Classroom Training	Location
Team Member Training Program (2 weeks) Positional Skills	**<u>Learning Curriculum</u>** Coursework 101 + 102 - Opening tasks for team members - Closing tasks for team members - Restaurant service skills (referred to as positional skills): o Backline workstation o Fry workstation o Drive-thru workstation o Front cashier workstation o Arby's Safety-First standards and procedures o Arby's Guest Service standards and procedures o Arby's Brand standards, processes, and procedures in accordance with the Operating Standards Manual (OSM) o Non-guest service tasks to maintain restaurant condition **<u>Requirements</u>** - Completion of curriculum within Arby's Learning Hub Pass Knowledge Checks at 90% or better	96	0	An Arby's Restaurant that we designate
Shift Management Training Program (3 weeks) **Manager in Charge Skills**	**<u>Learning Curriculum</u>** Courses 201, 202 + 203 - Opening tasks for managers - Closing tasks for managers - Arby's "Meat of the Business" Operating Systems & Tools - Manager in Charge (MIC) responsibilities - Continue practicing skills learned in Courses 101 + 102 **<u>Requirements</u>** - Completion of curriculum within Arby's Learning Hub - Meet expectations as defined in Weekly Review (end of week appraisal) Pass Knowledge Checks at 90% or better	144	0	An Arby's Restaurant that we designate

	Subject	Hours On-the-Job Training	Hours Classroom Training	Location
Critical Thinking & Leadership Skills Training (2 weeks) Management Skills	**<u>Learning Curriculum</u>** Courses 301+ 302 - Critical Thinking Skills for Arby's Restaurant Managers - Leadership Skills for Arby's Restaurant Managers (Industry techniques for successful leaders) - Establish high degree of proficiency in the Manager in Charge role **<u>Requirements</u>** - Completion of curriculum within Arby's Learning Hub - Meet expectations as defined in Weekly Review (end of week appraisal) - Pass Knowledge Checks with 90% or better Demonstrate MIC Skills by passing Management Observation Checklist with 90% or better	96	0	An Arby's Restaurant that we designate
Totals		**336**	**0**	

The instructional materials are the online Arby's Manual, webinars (electronic seminars on an internet portal), online videos, manuals, checklists, demonstrations, practice and quizzes. Some of this content is currently available through the online training platform. You will be required to have a broadband high-speed Internet connection and a personal computer (or tablet) capable of accessing the Internet and using the online training platform.

The experience of the instructors that is relevant to the subjects taught and the operations of the Arby's Restaurant system ranges from one to 30 years. There is no training fee for the programs described above for the first 2 participants from your first Restaurant and one participant from your second Restaurant, but you must pay the cost of transportation, room and board, and all other costs and expenses for you and your employees. After these first 4 participants have attended Arby's Training Program, then you are responsible for any applicable training fees, along with the cost of transportation, room and board, and all other costs and expenses. We pay no compensation to you or your employees while in training.

Typically, for the first and second Arby's Restaurants that you open, we also provide on-site opening support.

We may, in our sole judgment, specify additional training requirements, including supplemental or refresher training programs for you, your managers and/or employees. These additional training requirements may require that you pay our associated costs and expenses (including training fees). Currently we offer ongoing training through our Cornerstone Learning Management System.

Multi-Brand Locations

If we permit you to operate the Restaurant at a Multi-Brand Location, the services, guidance and assistance that we provide under the Franchise Agreement, including any training, may be intended for stand-alone Arby's Restaurants and not tailored or specific to Multi-Brand Locations. We may modify our training, staffing and other similar requirements to address any employees that are cross-trained to operate both the Restaurant and the Other Restaurants. However, you must ensure that all employees who provide services to the Restaurant's customers or otherwise assist in the Restaurant's operation are properly trained to operate the Restaurant and otherwise satisfy our requirements. We have no obligation to provide training, services or other assistant with respect to the development or operation of any Other Restaurant. (Sections 4(c) and 5 of the MBA). However, you are required to complete all training required for the Other Restaurant(s), as described under each applicable Other Franchisor's franchise agreement.

ITEM 12
TERRITORY

Development Agreement

If you wish to open one or more Arby's Restaurants, you must sign a Development Agreement before you sign a Franchise Agreement. The Development Agreement grants you the right during its term to open one or more new Arby's Restaurants within the territory/geographical area ("Territory"), and according to the Development Schedule, specified in the Development Agreement. While the Development Agreement is in effect, we will not open, or franchise any party to open, any new Arby's Restaurant in the Territory. We generally define the Territory using a radius encompassing a specific trade area for a proposed Arby's Restaurant or governmental boundaries (streets, city, county), and similar descriptive information. However, the Territory excludes malls, college and university campus locations, hospitals, and other similar institutional-type facilities, service plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers like sports arenas, and sovereign nations. There is no specific minimum size for Territories.

You must open and continuously operate Arby's Restaurants in the Territory according to the Development Schedule to maintain your rights under the Development Agreement. If you do not comply with the Development Schedule or the other provisions of the Development Agreement or any Franchise Agreement, then, among other things, we may terminate the Development Agreement. Except for these situations, continuation of your territorial rights under the Development Agreement does not depend on your achieving a certain sales volume, market penetration or other contingency, and we may not alter your Territory or alter your territorial rights in the Territory during the term of the Development Agreement. If you comply with the Development Agreement during its term, you have the right to negotiate with us for a new Development Agreement if you provide 60 days' notice. Otherwise you have no options, rights of first refusal or similar rights to acquire additional franchises under the Development Agreement.

Franchise Agreement

Under each Franchise Agreement you will operate one Restaurant at a specified location that we have accepted. You may not relocate the Restaurant to a new location within or outside the Protected Area (defined below) without first obtaining our written approval. Typically, we grant requests for relocation when the Restaurant's premises are inoperable due to casualty or taken in condemnation or by eminent domain, when highway relocations or closings have substantially reduced access to the Restaurant's premises, or when you can no longer use the Restaurant's premises for similar reasons beyond your control. We also may permit a relocation for economic reasons, shifts in trade area, demographics and traffic patterns or other special circumstances.

We may, in our sole judgment, grant you a specific and limited protected area surrounding your Restaurant (the "Protected Area"). If the Restaurant is a free-standing structure and we grant you a Protected Area, we will typically delineate the Protected Area using a 1-mile radius from the location or by boundary streets or highways. However, the Protected Area excludes malls, college and university campus locations, hospitals, and other similar institutional-type facilities, service plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers like sports arenas, and sovereign nations. The Protected Area may, however, be limited to the specific Restaurant location. If you operate a Non-Traditional Restaurant, we will not grant any Protected Area.

If we and any Other Franchisor grant you the right to operate an Arby's Restaurant and one or more Other Restaurants at a Multi-Brand Location, Other Franchisor may grant you territorial exclusivity for the Other Restaurant which will be described in Other Franchisor's FDD and/or Other Franchise Agreement.

During the term of the Franchise Agreement, we will not operate or franchise others to operate an Arby's Restaurant using the licensed Trademarks and offering deli-inspired sandwiches for sale to consumers within the Protected Area, if any. Except for these rights, we and our affiliates reserve all other rights relative to Arby's Restaurants, the Arby's trademarks, and other business concepts, whether within or outside the Protected Area. We and our affiliates may operate, license, or franchise Arby's Restaurants in any location, other than the Protected Area, if any, using the Arby's trademarks and offering deli-inspired sandwiches. In addition, we and our affiliates may also establish and operate limited service restaurants or similar or different businesses under any name at any location, whether using Arby's trademarks or other trademarks, unless precluded by a written contractual obligation. We and our affiliates may also develop new and existing concepts, as dual-brand and standalone concepts. Because we and our affiliates may operate, or franchise other parties to operate, Arby's Restaurants at non-traditional locations inside the Territory or Protected Area, and in some cases (like if you operate a Non-Traditional Restaurant) we do not provide a Protected Area, 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.

There are no restrictions on your soliciting and accepting customers from outside your Protected Area or otherwise competing with Arby's Restaurants which are now, or may in the future be, located outside your Protected Area (if any). Only we, our affiliates or designees have the right to sell products or services under the Arby's trademark either within or outside of your Protected Area or Territory, if any, through any alternative channels of distribution, such as the internet/worldwide web and other forms of electronic commerce; catalogs; telemarketing or other direct marketing sales; or any other channel of distribution other than an Arby's Restaurant, and you may not sell products or services under the Arby's trademark either within or outside of your Protected Area or Territory using alternative channels of distribution. You have no right to compensation if we do so. We currently sell consumer packaged goods, including frozen fries and Arby's Horsey Sauce, at retail stores nationwide and online. We reserve the right to sell other products or services under the Arby's trademark or other trademarks using alternative channels of distribution in the future.

The Franchise Agreement does not provide you options, rights of first refusal, or similar rights to acquire additional franchises within the Protected Area or contiguous areas. Continuation of your territorial rights under the Franchise Agreement does not depend on your achieving a certain sales volume, market penetration or other contingency. We may not alter your Protected Area or modify your territorial rights in the Protected Area before your Franchise Agreement expires or is terminated, although we may do so for a successor franchise. Therefore, if a development opportunity arises for another franchisee who is interested in development in your Protected Area or Territory, we will seek your consent to allow that franchisee to open an Arby's Restaurant within your Protected Area or Territory.

Affiliated Franchise Programs

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

ITEM 13
TRADEMARKS

You will have the right under your Franchise Agreement to operate a Restaurant under the name "Arby's" and using the Arby's trademarks, service marks, and trade names listed in the Manual. Our subsidiary, Arby's IP Holder, LLC ("Arby's IP Holder"), owns all of the Arby's U.S. intellectual property. The following list includes the principal Arby's trademarks and service marks (the "Principal Marks"). Arby's IP Holder or its predecessor has registered the Principal Marks on the Principal Register of the United States Patent and Trademark Office (the "PTO") and has made all required affidavit and renewal filings.

Arby's Principal Marks

Mark	Federal Registration Number	Registration Date
Arby's®	890,631 1,065,886	May 5, 1970 May 17, 1977
Arby's (on modified Hat Design)	1,081,230	January 3, 1978
Arby's & Hat Design	4,679,713	January 27, 2015

As part of the Securitization Transaction described in Item 1, Arby's IP Holder signed a license agreement with us dated November 13, 2015 which authorizes us to use and sublicense the use of Arby's intellectual property in our franchise operation. That license agreement has a 99-year term. Arby's IP Holder may terminate the agreement, subject to certain securitization-related consent rights, only if we materially breach the agreement and fail to cure the breach within 30 days. There are no other agreements currently in effect that significantly limit our right to use or license the use of these marks.

There are no currently effective material determinations of the PTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and no pending infringement, opposition or cancellation proceedings, and no pending material litigation, involving the Principal Marks. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Trademarks in any state.

You must notify us, in writing, of any suspected infringing uses of, or claims of rights to, the Trademarks or any similar mark, and cooperate with us in responding to them. We or Arby's IP Holder has the sole right to determine whether to take any legal action concerning any infringement or claims and to control and direct any administrative proceeding or litigation involving the Trademarks. We will pay the cost of any litigation or administrative action for policing the Trademarks against infringement. We are not obligated, however, to institute legal or other action to protect you against claims of infringement or unfair competition concerning the Trademarks. We need not participate in your defense nor indemnify you for expenses and damages if you are a party to any administrative or judicial proceeding involving a Trademark. You may not take any legal action for infringement or unfair competition concerning the Trademarks without our consent. We or Arby's IP Holder has the right to control any administrative proceedings or litigation involving a Trademark.

You may use the Trademarks only according to the Franchise Agreement and Manual. You must follow our directions in using the Trademarks and any modified or new trademark. If we require you to modify or discontinue use of a Trademark, we do not have to compensate you. This modification or discontinuance will not provide you with any termination or other rights.

If we permit you to operate the Restaurant at a Multi-Brand Location, you may use the Other Franchisor's trademarks licensed to you under the Other Franchise Agreement in connection with the operation of the Other Restaurant at the Multi-Brand Location.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We hold no patents and do not have any pending patent applications material to the franchise. We have not registered any copyrights applicable to the Arby's Restaurant business with the United States Copyright Office. However, we claim copyrights on and consider proprietary the Manual, the Franchise Agreement, forms, advertisements, and all other Arby's materials, processes, etc. There are no currently effective material determinations of the PTO, the United States Copyright Office or any court regarding any of the copyrighted materials. We do not know of either superior prior rights or infringing uses that could materially affect your use of the copyrighted materials.

You must promptly inform us, in writing, when you learn about any infringement or unauthorized use of our proprietary information or copyrighted materials. We or Arby's IP Holder has the sole right to determine whether to take any legal action concerning any infringement or claims and to control and direct any administrative proceeding or litigation involving the copyrighted materials or proprietary information. We will pay the cost of any litigation or administrative action for policing the copyrighted materials or proprietary information against infringement. We are not obligated, however, to institute legal or other action to protect you against claims arising from your use of the copyrighted materials or proprietary information. We need not participate in your defense nor indemnify you for expenses and damages if you are a party to any administrative or judicial proceeding involving the copyrighted materials or proprietary information. You may not take any legal action for infringement or unfair competition concerning the copyrighted materials or proprietary information without our consent. We or Arby's IP Holder has the right to control any administrative proceedings or litigation involving copyrighted materials or proprietary information.

Our license agreement with Arby's IP Holder authorizes us to use and sublicense the use of the proprietary information and other Arby's intellectual property in our franchise program. There are no other agreements currently in effect which significantly limit our right to use or license the use of the proprietary information.

Confidential Information

You may never reveal any of our confidential information to another person or use it for any other purpose or business and must take reasonable steps to protect the confidentiality of our proprietary information. You may use the proprietary information and copyrighted materials only according to the Franchise Agreement and Manual. You must follow our directions in using the proprietary information and copyrighted and any modified or new materials. If we require you to modify or discontinue use of any proprietary information and copyrighted materials, we do not have to compensate you. This modification or discontinuance will not provide you with any termination or other rights.

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

You must at all times faithfully, honestly, and diligently perform your obligations under the Franchise Agreement, continuously exert your best efforts to promote and enhance the Arby's Restaurant, and not engage in any other business or activity that conflicts with your obligations to operate the Arby's Restaurant in compliance with the Franchise Agreement. It is your responsibility to protect and assure the confidentiality of any proprietary information and trade secrets like methods, procedures, layouts, standards, specifications, designs, recipes and rules, or knowledge you obtain concerning the operation of the Restaurant which may be disclosed to managers and other persons having an interest in the Restaurant.

You (or, if you are a business entity, your owners) have no obligation to participate personally in the direct operation of the Restaurant, although we recommend you do so. However, for each of your first and second Restaurants, you must at all times employ 2 managers (4 total) who have completed (to our satisfaction) the Arby's Training Program, or a comparable training program we approve in our sole judgment, at an Arby's Restaurant that we designate. One of these people may be you, the franchisee, if you will be participating in the direct operation of the Restaurant. For your third and subsequent Restaurants, you must at all times employ 1 manager per Restaurant who has completed (to our satisfaction) the Arby's Training Program, at an Arby's Restaurant that we designate. There is no requirement for managers to have any equity interest or ownership in you (if you are a business entity) or the Restaurant.

If we require a guaranty, we will only require your principals to sign it. We do not require your principals' spouses to sign a personal guaranty unless they are also principals or officers of the franchisee entity. Under the guaranty your principals must unconditionally guaranty to punctually pay and perform all of your obligations under the Franchise Agreement.

Additionally, during the term of the Franchise Agreement and for 12 months after its termination you, any guarantor of yours, any general partner if you are a partnership, and any shareholders, limited partners, members, or other equity owner holding at least a 15% interest in you, cannot, without our prior written permission, own, maintain, operate, engage in, be employed by, provide assistance to, or have more than a 15% interest (as owner or otherwise) in any business offering roast beef sandwiches for sale which is located within your Protected Area, if any.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only sell those food and non-alcoholic beverage products designated in the Manual as being included in our standard Arby's menu and meeting the quality standards (including product specifications and sources, cleanliness and sanitation, customer service and hours of operation) in the Manual or as we otherwise may designate in writing. You must sell all products that we designate as mandatory. We have the unlimited right in our sole judgment to modify both the standards and products in the Manual or as we otherwise may designate in writing.

We may, under limited circumstances, authorize the sale of the licensed products for special short term events or programs which would require our prior approval and your agreement, in writing, to comply with the specified conditions of the short term program or event.

To ensure the maintenance of the highest degree of quality and service, you must operate the Arby's Restaurants in strict conformity with the methods, standards, and specifications in the Manual and as we may otherwise require in writing.

If we permit you to operate the Restaurant at a Multi-Brand Location, you may offer the products and services authorized by the Other Franchisor under the Other Franchise Agreement in connection with the operation of the Other Restaurant at the Multi-Brand Location.

ITEM 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provision	Section in Agreement	Summary
a.	Length of the franchise term	Section 14:1 of FA; Section 3 of MBA	For Traditional Restaurants: Term is up to 20 years, but may be less if your lease is shorter than 20 years or you purchase an existing company-owned Restaurant and we do not own the property; or purchase an existing franchisee's Restaurant, in which case, you will either receive the balance of the term under the existing FA or a 20-year term. In addition, if you are converting an existing building into a new Arby's, you may receive up to a full 20-year term or a term equal to your lease expiration date, dependent upon the scope of the approved remodel that you perform. For Non-Traditional Restaurants: Term is equal to the shorter of 10 years or the term of your lease with the applicable airport authority, stadium or arena, or length of the lease for the Franchised Premises.
		Section 2 of DA	Negotiated depending on the plan of development.
b.	Renewal or extension of the term	Section 14:2 of FA	If you meet our approval criteria (including a full remodel and a General Release, see Exhibit F), you may receive a Successor FA (which will be the standard form FA, including the Guaranty and Assumption of Obligations, then current as of 12 months prior to the expiration date of the FA and may have materially different terms and conditions than your previous FA). The Successor term is stated in the FA but is generally up to 20 years for a Traditional Franchise and up to 10 years or coterminous with the lease not to exceed 10 years for a Non-Traditional Franchise. We will not grant you a Successor FA for a term that exceeds the period of time that you are entitled to maintain possession of the Franchised Premises.
		Section 3 of MBA	You must satisfy the renewal conditions set forth in, and be in compliance with, the Franchise Agreement and, if we require, renew or extend the term of the Other Franchise Agreement(s).
		Section 17 of DA	We will negotiate a new DA with you if you've notified us of your intent; the current DA is in effect and not in default under any agreement with us.

	Provision	Section in Agreement	Summary
c.	Requirements for franchisee to renew or extend	Section 14:2 of FA Section 17 of DA	Renewal means that you have substantially complied with the FA during the initial term and at the expiration date of the FA, you are not and within 12 months prior, have not been in default in the performance of any material obligation under the FA, notwithstanding Section 5:3 Remodeling and Replacement of the FA and unless otherwise established by a successor franchise remodeling policy adopted by us, and then in effect; you have remodeled the Franchised Premises to the then-current image for new Arby's Restaurants; you execute the FA and a General Release (see Exhibit F) 30 calendar days before expiration; you have complied with the then-current training requirements, and all other conditions required of franchisees renewing their Agreements or obtaining Successor LAs at the time; and for Traditional Restaurants only, you have applied for a new FA in writing at least 6 months but not more than 9 months before expiration and paid us an administrative fee equal to 10% of the then-current Franchise Fee 180 calendar days before expiration. For Non-Traditional Restaurants, the fee is an administrative fee equal to the then-applicable standard Non-Traditional Franchise Fee (excluding the impact of any discounts or promotions, including any development incentive programs that may be available). You must advise us in writing 60 calendar days before the expiration date of the DA, or 60 calendar days before the anticipated date of execution of the FA for the final Restaurant under the DA Contract Schedule in Exhibit B to the DA. You may be asked to sign a Franchise or DA with materially different terms and conditions than your original Franchise or DA.
d.	Termination by franchisee	None under FA and DA.	Not applicable.
e.	Termination by franchisor without cause	None under FA and DA.	Not applicable.
f.	Termination by franchisor with cause	Section 15 of FA Section 13 of DA Section 8(c) of MBA	We can terminate your FA with cause if you default or fail to comply with any clause of your FA. We can terminate your DA if you default or fail to comply with any clause of your DA. We can terminate the Franchise Agreement upon the termination or expiration of the Other Franchise Agreement. We may also terminate the Franchise Agreement if you abandon or otherwise fail to operate the Other Restaurant.

	Provision	Section in Agreement	Summary
g.	"Cause" defined - curable defaults	Section 15:1:3, 15:1:4, and 15:1:5 of FA	You have 30 calendar days (or longer amount required by state law) to cure non-compliance with your FA (except for non-payment of fees and casualty as discussed below), including: failure to operate the Franchised Business strictly in accordance with the Manual or in a way that is detrimental to your business, the business of other Arby's franchisees, or the Arby's system generally. You have 10 calendar days (or longer amount required by state law) to cure non-payment of any fees due under your FA. You have a maximum of 180 calendar days to re-open and restore the Franchised Premises if any casualty renders the Franchised Premises inoperable.
		Section 8(c) of MBA	Non-curable defaults include: termination or expiration of any Other Franchise Agreement or abandonment or ceasing operations of any Other Restaurant for any reason.
h.	"Cause" defined - non-curable defaults	Sections 15:1:1 and 15:1:2 of FA	Your FA will automatically terminate without notice for non-curable defaults of insolvency; you file for bankruptcy; you enter into a general assignment for the benefit of creditors; receiver appointed by Court; assignment or transfer of your FA without our prior written approval; we may terminate the FA immediately on notice if your rights to the Franchised Premises are terminated; you violate or are convicted of or plead guilty or no contest to violating any state or federal law or any administrative regulation applicable to the operation of the Franchised Business; you fail to submit requested information or submit false or misleading information; duplicate any portion of the Arby's system and know-how in any foodservice outlet not franchised by us; you violate any covenant regarding non-compete or non-disclosure; you deny or restrict our right to inspect the Franchised Business, samples for testing, or books and records of the Franchised Business; if you have committed 2 or more monetary defaults under the FA during any consecutive 12-month period and received from us notices of default for such monetary defaults (whether or not the monetary defaults relate to the same or different provisions of the FA and whether or not the monetary defaults were ever cured); if your continued operation of the Franchised Business would result in imminent health or safety dangers to the public; or discontinuance or abandonment of Franchised Premises.
		Section 13 of DA	Your DA will terminate immediately and without notice for non-curable defaults: on the death of Developer (if Developer is an individual); you file for bankruptcy; we may terminate the DA immediately on notice if you fail to

	Provision	Section in Agreement	Summary
			comply with your DA Contract Schedule; you attempt to assign your DA without our prior written approval; you transfer any interest without our prior written approval; you materially misrepresent any submitted documentation; you violate any provision of the DA; termination by us of any FA or other agreement with Developer; you fail to cure any default within time period specified by us.
i.	Franchisee's obligations on termination/nonrenewal	Section 15:3 of FA Section 15:5, 15:1:1 and 15:1:2 of FA Section 14 of DA	You must immediately cease operating or using, or permitting use of (a) the Arby's trademarks, (b) all advertising, promotional material and programs, menu boards, signs, supplies, uniforms, (c) the Franchised know-how, (d) the Manual, and (e) our exterior building design. You must return the Manual (if you have a hard copy) and immediately de-identify the Franchised Premises. You may be required by us to make alterations and modifications to your restaurant and its premises as is necessary to distinguish its appearance from other Arby's restaurants. We have the right, but not the obligation, at our election and in addition to all other remedies, to: (a) cure your defaults under your lease/sublease or for any assets of the Franchised Business, including fixtures, equipment, or other personal property used by you in the Franchised Business, at your expense, and (b) in cases where we believe a condition of the Franchised Premises or any product sold in the Franchised Premises poses a threat to the health or safety of any customers, employees, or other persons, we have the right, but not the obligation, to take such action we deem necessary to protect the individuals and the goodwill associated with the Trademarks and system, including, we may require you to close and suspend operations and correct such conditions, destroy or remove any products that we suspect are causing a threat, and/or allow us to enter without being guilty and liable for trespass or tort and correct the condition(s). You are responsible for all associated losses and expenses. All rights granted to you are extinguished immediately.
j.	Assignment of contract by franchisor	Section 21:1 of FA Section 16 of DA	No restriction on our right to assign your FA. No restriction on our right to assign your DA.
k.	"Transfer" by franchisee - defined	Section 16:1 of FA Section 16 of DA	You cannot sell, assign, or transfer without our prior written approval. This restriction includes transfer of FA, assets, Franchised Business, legal composition of corporation or partnership, or ownership in corporation or partnership (stock). Includes the DA and rights granted.

	Provision	Section in Agreement	Summary
l.	Franchisor approval of transfer by franchisee	Section 16:2 of FA Section 16 DA	We have the right to approve a transfer by you but will not unreasonably withhold our approval if certain terms and conditions are met, such as the transferee meets our terms and conditions (see "m" below). We have the right to approve transfers.
m.	Conditions for franchisor approval of transfer	Sections 16:2 and 16:6 of FA Section 8(b) of MBA	Prospective new owner or transferee is of good character and reputation, qualifies financially, has a good credit rating, and has the requisite amount of relevant business experience; new owner or transferee will sign appropriate assignment agreement and if transfer involves 50% or more of the assets of Franchisee or 50% or more of the ownership interests in Franchisee, then current agreements are signed by prospective transferee; transfer fee is paid; all outstanding debt owed by you to us, AFA, any applicable local advertising co-ops (for Traditional Restaurants) and any purchasing cooperatives is paid; prospective new owner or transferee satisfactorily completes training; you or transferee agrees to correct any failure of the Franchised Premises to comply with the requirements of the Manual within 90 days (or another mutually-agreeable time) of transaction's closing; appropriate transfer agreements may include execution of General Release (see Exhibit F) and/or Guaranty and Assumption of Obligations (see Exhibit B to the FA; see Exhibit F to this disclosure document); and also see "r", below. We may condition our approval of certain transfers on the simultaneous transfer of other rights, obligations, assets and/or other interests associated with the Other Restaurant(s).
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 16:2:1 of FA	We have right of first refusal on bona fide transfers of any direct or indirect interest in the FA, in Franchisee or in the Franchised Business. However, if the bona fide offeror satisfies the "pre-qualified buyer" criteria, then the right of first refusal would not apply. A "pre-qualified buyer" is someone that satisfies a number of preconditions including the person satisfies the then-current criteria we use to evaluate prospective franchisees, owns and operates through one or more affiliates at least 5 Arby's restaurants and the affiliates are in material compliance with their franchise agreements and haven't been in default of their franchise agreements during the past 12 months, the person is not in default of a lease with Arby's, is not in litigation with Arby's and doesn't own a restaurant that offers roast beef sandwiches.

	Provision	Section in Agreement	Summary
o.	Franchisor's option to purchase franchisee's business	Section 16:2:1 of FA Section 8(d) of MBA	See "n" above. If our right to acquire the Restaurant's assets and/or lease conflicts with similar requirements under the Other Franchise Agreement, you must comply with the requirements we reasonably specify.
p.	Death or disability of franchisee	Sections 16.1 and 16.3 of FA Section 13(a) of DA	You may transfer less than a majority control of the Franchised Business or less than 50% of the assets of the Franchised Business to a family member or family trust without obtaining our prior written consent. The DA terminates immediately upon the death of the "Developer", if an individual. There is no provision concerning disability.
q.	Non-competition covenants during the term of the franchise	Section 13:1 of FA	You, any guarantor or general partner of yours if you are a partnership, or any shareholders, limited partners, members, or other equity owner holding at least a 15% interest in you, cannot without our prior written permission: own, maintain, operate, engage in, be employed by, provide assistance to, or have more than a 15% interest (as owner or otherwise) in any business offering roast beef sandwiches for sale which is located within the Protected Area, if any, stated in the FA.
r.	Non-competition covenants after the franchise is terminated or expires	Section 13:1 of FA	The covenants applicable to you, any guarantor or general partner of yours if you are a partnership, or any shareholders, limited partners, members, or other equity owner holding at least a 15% interest in you, during the term of the FA continue for 12 months after the termination of the FA.
s.	Modification of the agreement	Section 21:8 of FA Section 21 of DA	Any modification to the FA must be by a written document executed by you and us. Any modification to the DA must be by a written document executed by you and us.
t.	Integration/merger clause	Section 21:8 of FA Section 21 of DA	The FA and all attached Exhibits constitute the entire agreement between us and except as may be expressly provided in the FA or the disclosure document, there are no other oral or written representations. The DA contains the entire agreement between us; however, nothing is intended to disclaim the representations made in the disclosure document.
u.	Dispute resolution by arbitration or mediation	None under FA and DA	Not applicable.
v.	Choice of forum	Section 21:3 of FA	You must file litigation in the federal or state court of general jurisdiction located closest to our then-current principal office. At present that location is Atlanta, Georgia (subject to state law). We can file litigation in the federal or state court of general jurisdiction located closest to our then-current principal office or in the jurisdiction where you reside or do business or where the Franchised

	Provision	Section in Agreement	Summary
		     Section 19 of DA	Premises are or were located, or where the claim arose (subject to state law). Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts. You must file litigation in the federal or state court of general jurisdiction located closest to our then-current principal office (subject to state law).
w.	Choice of law	Section 3:1:2 and 21:2 of FA Section 19 of DA	Georgia law applies without regard to its conflict of laws rules, provided, however that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and franchisee will not apply unless its jurisdictional requirements are met independently (see “q” and “r” above). Interest on overdue payments is governed by the law of the state in which the Franchised Premises is located or the State of Georgia, whichever is higher. Georgia law applies (subject to state law).

ITEM 18
PUBLIC FIGURES

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

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-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.

These financial performance representations provide actual, historical “AUVs,” or “Annual Unit Volumes,” for specific groups of franchised Arby’s Restaurants. “Unit Volume” has the same meaning as Gross Sales, which we define in the note below. This Item 19 includes financial information for our 2025 fiscal year (which we will call simply “2025” in this Item 19), which is the period from December 30, 2024 until December 28, 2025. Indeed, federal and state franchise laws permit us to include in Item 19 either (a) a historical financial performance representation about the franchise system’s existing outlets or a subset of those outlets, or (b) a forecast of the prospective franchisee’s future financial performance. The information in this Item 19 reflects 2025 historical data for the AUVs of certain franchised Arby’s Restaurants, and is not a forecast of future financial performance or a projection.

There were 2,344 franchised Arby’s Restaurants operating in the United States at the end of 2025, of which 2,325 were Traditional Restaurants and 184 were Traditional Restaurants located in travel plazas. We excluded from these financial performance representations: (a) all 21 of the franchised Arby's Restaurants that first opened for business during 2025 and did not operate for the full year; (b) all 6 of the franchised Arby's Restaurants that were closed and reported no sales for extended periods during 2025, often for more than a month, either as part of remodeling or rebuilding the Arby's Restaurant, due to a hurricane weather-related casualty or fire/water damage, or because of a relocation or planned transfer; (c) all 115 of the Arby's Restaurants that we transferred to franchisees in December 2025, because those Arby's Restaurants were company-owned for a significant portion of the year; (d) all of the 4 franchised Arby's Restaurants that operate at a Multi-Brand Location (3 which are also excluded under (a) above because they first opened for operations during 2025); and (e) all 19 franchised Non-Traditional Restaurants, which had results that may not be typical for Traditional Restaurants. The financial performance representations in this Item 19 provide AUVs during 2025 for the remaining 2,182 franchised Traditional Restaurants (called the "2025 Franchised Restaurants"), or an identified portion of those 2025 Franchised Restaurants.

We also excluded from these financial performance representations (a) the 78 franchised Arby's Restaurants that closed in 2025, all of which were open for at least 12 months before they closed, and (b) all company-owned Arby's Restaurants that we or our affiliates operated as of the end of 2025.

Free-standing 2025 Franchised Restaurants typically ranged in size from 2,000 to 3,400 square feet, and the average square footage of free-standing 2025 Franchised Restaurants was approximately 2,900 square feet. The size of Arby's Restaurants located in food courts, travel plazas, and other non-free-standing locations varies with the type of location, and most provide shared seating. The average square footage of the non-free-standing 2025 Franchised Restaurants (not including travel plazas) was approximately 2,500 square feet, and the average square footage of 2025 Franchised Restaurants located in travel plazas was approximately 3,300 square feet. The 2025 Franchised Restaurants are located across the country and in a variety of urban, suburban, and rural locations and in varied markets with wide-ranging levels of competition. 2,170 of the 2025 Franchised Restaurants operate with drive-thru windows and the remaining 12 do not. The 2025 Franchised Restaurants have operated for an average of 26 years.

The first financial performance representation reflects the AUVs for the 2025 Franchised Restaurants, both overall and as grouped into quartiles (categories of 25%) based on their AUVs.

Annual Unit Volumes for 2025 Franchised Traditional Restaurants

	# of Restaurants	Highest AUV	Median AUV	Lowest AUV	Average AUV	# / % Above Average
1st Quartile	546	$4,008,289	$1,762,595	$1,514,452	$1,856,734	206 / 38%
2nd Quartile	545	$1,513,455	$1,337,485	$1,201,838	$1,345,917	255 / 47%
3rd Quartile	545	$1,201,500	$1,082,218	$978,358	$1,086,788	262 / 48%
4th Quartile	546	$978,128	$821,946	$390,125	$809,495	294 / 54%
All Restaurants	2,182	$4,008,289	$1,201,669	$390,125	$1,274,787	939 / 43%

The second financial performance representation reflects the AUVs for the 2025 Franchised Restaurants, grouped by Venue Type, as described in the note below.

Annual Unit Volumes for 2025 Franchised Traditional Restaurants by Venue Type

Venue Type	# of Restaurants	Highest AUV	Median AUV	Lowest AUV	Average AUV	# / % Above Average
Free-standing	1,858	$4,008,289	$1,199,475	$450,893	$1,267,493	795 / 43%
Travel Plaza	177	$3,091,711	$1,406,679	$433,405	$1,487,830	73 / 41%
Other Non-Free-standing	147	$2,123,851	$1,045,735	$390,125	$1,110,463	62 / 42%

<u>Notes</u>:

(1) "AUV" or "Unit Volume" for the 2025 Franchised Restaurants is the same as annual Gross Sales, which means the total revenue the 2025 Franchised Restaurant received from the sale of all products, and performance of all services, on or from the Arby's Restaurant's premises, (including both mandatory and optional products, programs and services), whether for cash, credit, or debit card, barter exchange, trade credit, or other credit transactions, and including commissions from vending and ATM machines, but excluding coupons and discounts, and sales tax or any similar taxes.

(2) We calculate the average AUVs in this Item 19 by adding the AUVs for each Arby's Restaurant in the applicable group and dividing the sum by the number of Arby's Restaurants in the applicable group. We obtain the AUVs for franchised Arby's Restaurants from sales reports that franchisees submit to us and from data that we collected from franchisees' POS systems. We have not independently audited that information. Prospective franchisees and sellers of franchises should be advised that no certified public accountant has audited these figures or expressed his or her opinion concerning their contents or form. Upon your reasonable request, we will provide written substantiation for these financial performance representations. An Arby's Restaurant's sales may vary depending on a number of factors, such as the restaurant's location and physical condition, other characteristics of the site (such as access and signage), seasonality, competition and demographics in the market, pricing decisions, the level and types of marketing the restaurant undertakes, the quality of management and service, commitment to training staff, a franchisee's business acumen, and the length of time the restaurant has been open. The 2025 Franchised Restaurants offer essentially the same products and services, face the same kinds of competitive challenges, and receive the same level of support from us that we expect new franchisees will experience.

(3) A free-standing location is generally a stand-alone building on a pad or outlot. A travel plaza is commercial facility located along a major highway designed to provide refueling, maintenance, and other amenities to vehicles. Other non-free-standing locations include a shopping center, mall, or another non-free-standing location.

(4) These financial performance representations do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the AUV 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 Restaurant. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.

Other than the preceding financial performance representations, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting our Vice President, Franchise Counsel, Lisa Storey, Esq. at Three Glenlake Parkway NE, Atlanta, Georgia 30328 or (678) 514-4100, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2025/2024/2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Units	2023	2,305	2,316	11
	2024	2,316	2,286	-30
	2025	2,286	2,344	58
Company-Owned	2023	1,110	1,097	-13
	2024	1,097	1,079	-18
	2025	1,079	921	-158
Total Outlets (United States)	**2023**	**3,415**	**3,413**	**-2**
	2024	**3,413**	**3,365**	**-48**
	2025	**3,413**	**3,265**	**-148**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2025/2024/2023

State	Year	Number of Transfers
Arkansas	2023	0
	2024	4
	2025	0
Arizona	2023	0
	2024	1
	2025	0
California	2023	11
	2024	3
	2025	0

State	Year	Number of Transfers
Delaware	2023	0
	2024	0
	2025	1
Florida	2023	0
	2024	5
	2025	27
Georgia	2023	0
	2024	3
	2025	0
Indiana	2023	12
	2024	0
	2025	0
Iowa	2023	1
	2024	12
	2025	1
Illinois	2023	0
	2024	0
	2025	0
Kentucky	2023	1
	2024	0
	2025	0
Maine	2023	1
	2024	2
	2025	0
Maryland	2023	4
	2024	0
	2025	0
Michigan	2023	3
	2024	0
	2025	0
Minnesota	2023	1
	2024	0
	2025	0
Mississippi	2023	0
	2024	2
	2025	0
Nevada	2023	0
	2024	1
	2025	0
New York	2023	0
	2024	3
	2025	0
North Carolina	2023	0
	2024	0
	2025	10
Oregon	2023	19
	2024	0
	2025	0

State	Year	Number of Transfers
Pennsylvania	2023	0
	2024	1
	2025	14
South Carolina	2023	0
	2024	1
	2025	0
South Dakota	2023	12
	2024	0
	2025	0
Tennessee	2023	1
	2024	2
	2025	0
Texas	2023	0
	2024	0
	2025	1
Virginia	2023	1
	2024	12
	2025	3
Washington	2023	20
	2024	0
	2025	0
West Virginia	2023	0
	2024	2
	2025	0
Total (U.S.)	**2023**	**87**
	2024	**54**
	2025	**57**

Table No. 3
Status of Franchised Outlets
For Years 2025/2024/2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Alabama	2023	13	1	0	0	0	0	14
	2024	14	0	0	0	0	0	14
	2025	14	1*	0	0	0	0	15
Alaska	2023	9	0	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Arizona	2023	64	1	0	1	0	0	64
	2024	64	2	0	0	0	0	66
	2025	66	2	0	0	0	6	62
Arkansas	2023	48	0	0	0	0	0	48
	2024	48	1	0	0	0	1	48
	2025	48	0	0	0	0	0	48

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
California	2023	83	3	0	1	0	2	83
	2024	83	2	0	2	0	2	81
	2025	81	0	0	0	0	7	74
Colorado	2023	77	1	0	1	0	3	74
	2024	74	2	0	1	0	3	72
	2025	72	2	0	1	0	1	72
Delaware	2023	15	1	0	0	0	1	15
	2024	15	1	0	0	0	1	15
	2025	15	0	0	0	0	1	14
Florida	2023	100	4	0	0	0	2	102
	2024	102	0	0	0	0	1	101
	2025	101	21	0	0	0	8	114
Georgia	2023	48	2	0	0	0	1	49
	2024	49	1	0	1	0	1	48
	2025	48	1	0	0	0	1	48
Hawaii	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Idaho	2023	22	1	0	0	0	0	23
	2024	23	0	0	0	0	0	23
	2025	23	0	0	0	0	0	23
Illinois	2023	119	1	0	0	0	1	119
	2024	119	1	0	10	0	6	104
	2025	104	6	0	1	0	2	107
Indiana	2023	69	0	0	0	0	0	69
	2024	69	1	0	0	0	1	69
	2025	69	1*	0	0	0	1	69
Iowa	2023	60	0	0	2	0	0	58
	2024	58	0	0	1	0	0	57
	2025	57	0	0	0	0	2	55
Kansas	2023	60	0	0	0	0	1	59
	2024	59	1*	0	1	0	1	58
	2025	58	0	0	1	0	0	57
Kentucky	2023	67	0	0	1	0	0	66
	2024	66	1	0	0	0	0	67
	2025	67	2	0	0	0	0	69
Louisiana	2023	29	2	0	0	0	1	30
	2024	30	1	0	0	0	3	28
	2025	28	0	0	0	0	4	24
Maine	2023	4	0	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Maryland	2023	44	0	0	0	0	1	43
	2024	43	3	0	0	0	2	44
	2025	44	1	0	0	0	1	44

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Massachusetts	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Michigan	2023	54	2	0	0	0	1	55
	2024	55	0	0	0	0	0	55
	2025	55	25	0	0	0	3	77
Minnesota	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Mississippi	2023	25	7	0	0	0	1	31
	2024	31	4	0	0	0	0	35
	2025	35	3	0	0	0	4	34
Missouri	2023	85	1	0	0	0	4	82
	2024	82	1	0	0	0	1	82
	2025	82	6	0	0	0	0	88
Montana	2023	12	0	0	0	0	0	12
	2024	12	0	0	0	0	0	12
	2025	12	0	0	0	0	0	12
Nebraska	2023	45	0	0	0	0	0	45
	2024	45	1	0	1	0	0	45
	2025	45	0	0	0	0	0	45
Nevada	2023	25	1	0	0	0	0	26
	2024	26	0	0	0	0	0	26
	2025	26	0	0	0	0	1	25
New Hampshire	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	1	0	0	1
New Jersey	2023	6	0	0	0	0	0	6
	2024	6	1	0	0	0	0	7
	2025	7	0	0	1	0	1	5
New Mexico	2023	28	0	0	0	0	0	28
	2024	28	0	0	2	0	0	26
	2025	26	0	0	1	0	0	25
New York	2023	44	1	0	1	0	0	44
	2024	44	0	0	0	0	0	44
	2025	44	0	0	0	0	1	43
North Carolina	2023	99	0	0	1	0	3	95
	2024	95	0	0	2	0	1	92
	2025	92	38	0	0	0	1	129
North Dakota	2023	11	0	0	0	0	0	11
	2024	11	0	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Ohio	2023	158	1	0	2	0	0	157
	2024	157	0	0	0	0	0	157
	2025	157	1	0	1	0	0	157

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operation - Other Reasons	Outlets at End of the Year
Oklahoma	2023	88	2	0	1	0	0	89
	2024	89	1	0	1	0	0	89
	2025	89	1	0	0	0	0	90
Oregon	2023	31	3	0	2	0	0	32
	2024	32	1	0	0	0	0	33
	2025	33	0	0	0	0	0	33
Pennsylvania	2023	57	1	1	0	0	0	57
	2024	57	2	0	1	0	0	58
	2025	58	0	0	0	0	1	57
South Carolina	2023	64	3	0	0	0	1	66
	2024	66	1	0	2	0	0	65
	2025	65	4	0	0	0	2	67
South Dakota	2023	20	0	0	0	0	0	20
	2024	20	0	0	1	0	0	19
	2025	19	0	0	0	0	0	19
Tennessee	2023	37	1	0	0	0	0	38
	2024	38	1	0	0	0	0	39
	2025	39	15	0	0	0	1	53
Texas	2023	163	6	0	0	0	2	167
	2024	167	1	0	1	0	7	160
	2025	160	1	0	0	0	15	146
Utah	2023	42	3	0	0	0	0	45
	2024	45	0	0	0	0	0	45
	2025	45	1	0	0	0	3	43
Virginia	2023	66	3	0	0	0	0	69
	2024	69	1	0	1	0	1	68
	2025	68	2*	0	0	0	2	68
Washington	2023	59	1	0	1	0	2	57
	2024	57	0	0	0	0	1	56
	2025	56	0	0	1	0	0	55
West Virginia	2023	42	0	0	0	0	1	41
	2024	41	0	0	0	0	0	41
	2025	41	2	0	0	0	0	43
Wisconsin	2023	89	2	0	0	0	1	90
	2024	90	0	0	1	0	1	88
	2025	88	0	0	0	0	1	87
Wyoming	2023	15	0	0	0	0	0	15
	2024	15	1	0	0	0	0	16
	2025	16	0	0	0	0	0	16
Totals (U.S.)	**2023**	**2,305**	**55**	**1**	**14**	**0**	**29**	**2316**
	2024	**2,316**	**33**	**0**	**29**	**0**	**34**	**2,286**
	2025	**2,286**	**136**	**0**	**8**	**0**	**70**	**2,344**

Table No. 4
Status of Company-Owned Outlets
For Years 2025/2024/2023

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Alabama	2023	86	0	0	0	0	86
	2024	86	0	0	1	0	85
	2025	85	0	0	1	0	84
Connecticut	2023	5	0	0	0	0	5
	2024	5	0	0	0	0	5
	2025	5	0	0	0	0	5
Florida	2023	67	0	0	0	0	67
	2024	67	0	0	3	0	64
	2025	64	0	0	6	21	37
Georgia	2023	106	0	0	3	0	103
	2024	103	0	0	1	0	102
	2025	102	0	0	6	0	96
Illinois	2023	6	0	0	0	0	6
	2024	6	0	0	0	0	6
	2025	6	0	0	0	6	0
Indiana	2023	109	0	0	3	0	106
	2024	106	0	0	3	0	103
	2025	103	0	0	3	0	100
Kentucky	2023	45	0	0	0	0	45
	2024	45	0	0	1	0	44
	2025	44	0	0	2	2	40
Maryland	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Michigan	2023	124	0	0	0	0	124
	2024	124	0	0	0	0	124
	2025	124	0	0	1	25	98
Minnesota	2023	73	0	0	2	0	71
	2024	71	0	0	1	0	70
	2025	70	0	0	0	0	70
Mississippi	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2025	3	0	0	0	3	0
Missouri	2023	6	0	0	0	0	6
	2024	6	0	0	1	0	5
	2025	5	0	0	0	5	0
New Jersey	2023	8	0	0	2	0	6
	2024	6	0	0	1	0	5
	2025	5	0	0	1	0	4
New York	2023	23	0	0	1	0	22
	2024	22	0	0	1	0	21
	2025	21	0	0	0	0	21

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
North Carolina	2023	51	1	0	1	0	51
	2024	51	0	0	2	0	49
	2025	49	0	0	7	38	4
Ohio	2023	119	3	0	2	0	120
	2024	120	0	0	2	0	118
	2025	118	1	0	2	0	117
Pennsylvania	2023	85	1	0	2	0	84
	2024	84	0	0	1	0	83
	2025	83	0	0	4	0	79
South Carolina	2023	26	0	0	0	0	26
	2024	26	0	0	0	0	26
	2025	26	0	0	2	3	21
Tennessee	2023	88	0	0	1	0	87
	2024	87	2	0	0	0	89
	2025	89	0	0	6	12	71
Utah	2023	33	0	0	0	1	32
	2024	32	0	0	2	0	30
	2025	30	0	0	3	0	27
Virginia	2023	39	0	0	0	0	39
	2024	39	0	0	0	0	39
	2025	39	0	0	0	0	39
West Virginia	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
	2025	2	0	0	0	0	2
Wisconsin	2023	4	0	0	0	0	4
	2024	4	0	0	0	0	4
	2025	4	0	0	0	0	4
Wyoming	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Total (U.S.)	**2023**	**1,110**	**5**	**0**	**17**	**1**	**1,097**
	2024	**1,097**	**2**	**0**	**20**	**0**	**1,079**
	2025	**1,079**	**1**	**0**	**44**	**115**	**921**

Table No. 5
Projected Openings as of December 28, 2025

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Current Fiscal Year	Projected new Company-Owned Outlets in the Current Fiscal Year
Alabama	1	1	0
California	2	3	0
Florida	0	1	0
Maine	1	0	0
Missouri	2	0	0

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Current Fiscal Year	Projected new Company-Owned Outlets in the Current Fiscal Year
Montana	0	1	0
New Mexico	0	1	0
New York	1	2	0
Pennsylvania	1	0	0
Tennessee	0	1	0
Texas	1	1	0
Total (U.S.)	**9**	**11**	**0**

Note to All Item 20 Tables:

The tables above provide information during the periods labeled as 2023, 2024 and 2025. The fiscal year 2023 numbers represent the 12-month period between January 2, 2023, to December 31, 2023. The fiscal year 2024 numbers represent the period between January 1, 2024, to December 29, 2024. The fiscal year 2025 numbers represent the period between December 30, 2024, to December 28, 2025. If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

Notes Regarding Multi-Brand Locations:

(1) The tables above include (a) standalone Arby's Restaurants and (b) Multi-Brand Locations that include both an Arby's Restaurant and an Other Restaurant. The opening of an Arby's Restaurant at a Multi-Brand Location at the same location as, or in combination with, an Other Restaurant (whether that Other Restaurant is also new or is already operating) is reflected in the tables above as a new restaurant opening. These openings are denoted with a *. Multi-Brand Locations are further defined in Item 1.

(2) The following Arby's Restaurants operate at Multi-Brand Locations with Dunkin' restaurants:

- Alabama: 1 opening in 2025
- Indiana: 1 opening in 2025
- Kansas: 1 opening in 2024
- Virginia: 1 opening in 2025

(3) The total number of standalone Arby's Restaurants may be impacted by the closing of the Other Brand portion of a Multi-Brand Restaurant. These former Multi-Brand Restaurants are then counted as standalone Arby's Restaurants.

(4) No Multi-Brand Locations were terminated, closed, not-renewed, reacquired, or otherwise ceased operations in the last 3 fiscal years.

Confidentiality Agreements

During the last 3 fiscal years, we have signed confidentiality agreements with some current and former franchisees. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. 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.

Lists of Current and Former Franchisees

Arby's Current

A-1: List of Arby's Restaurant Franchisees

A-2: List of Arby's Restaurant Franchisees With Signed Franchise Agreements But Not Yet Operational

A-3: List of Arby's Restaurant Developers

Arby's Former

A-4: List of Arby's Restaurants That Ceased to Operate and Former Arby's Restaurant Franchisees

A-5: List of Arby's Restaurant Transfers (Transferor)

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisee Organizations

AFA, the franchisee-administered service organization responsible for advertising and marketing services to the Arby's Restaurant system, is an Arby's franchisee association associated with us. AFA is located at Three Glenlake Parkway, NE, Atlanta, GA 30328, telephone (678) 514-4100, and does not have its own email or web address.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B includes our audited consolidated financial statements as of December 28, 2025 and December 29, 2024 and for the fiscal years ended December 28, 2025, December 29, 2024, and December 31, 2023.

As reflected in Item 1, ARG will be providing required support and services to franchisees under a management agreement with us. Included in Exhibit B are the audited consolidated financial statements of ARG as of December 28, 2025 and December 29, 2024 and for the fiscal years ended December 28, 2025, December 29, 2024, and December 31, 2023. These consolidated financial statements are being provided for disclosure purposes only. ARG is not a party to the Franchise Agreement or Development Agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or Development Agreement we sign with franchisees.

ITEM 22
CONTRACTS

This FDD includes a sample of the following contracts:

C	Development Agreement
C-1	Incentive Amendment to the Development Agreement
D	Franchise Agreement
D-1	Incentive Amendment to the Franchise Agreement
D-2	Non-Traditional Restaurant Amendment to the Franchise Agreement
D-3	Multi-Brand Addendum to the Franchise Agreement
E	State-Specific Riders to the Franchise Agreement
F	General Release

ITEM 23
RECEIPTS

Attached to this FDD as Exhibit I is a detachable acknowledgement of receipt.

EXHIBIT A TO THE ARBY'S FDD

LISTS OF FRANCHISEES

EXHIBIT A-1 TO THE ARBY'S FDD

LIST OF ARBY'S RESTAURANT FRANCHISEES

Exhibit A-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
AK	Anchorage	9065	3040 Mountain View Drive	99501	9019172018	DRG MEATS, LLC
AK	ANCHORAGE	7183	2850 C ST	99503	907-562-5562	DRG MEATS, LLC
AK	ANCHORAGE	1439	1135 MULDOON RD	99504-2035	907-337-5714	DRG MEATS, LLC
AK	EAGLE RIVER	7032	11716 OLD GLENN HWY	99577	907-696-7813	DRG MEATS, LLC
AK	Fairbanks	9003	492 Merhar Avenue	99701	907-328-2263	DRG MEATS, LLC
AK	Fairbanks	8914	1391 University Ave South	99709	907-452-6328	DRG MEATS, LLC
AK	KENAI	1650	10733 KENAI SPUR HWY	99611-7848	907-283-3911	DRG MEATS, LLC
AK	SOLDOTNA	6759	44433 STERLING HWY	99669-7936	907-260-5648	DRG MEATS, LLC
AK	WASILLA	6668	1750 E PARKS HWY	99654-7352	907-373-2729	DRG MEATS, LLC
AL	AUBURN	7156	1711 S COLLEGE ST	36830	334-887-6704	Kuzminsky, Michael
AL	Calera	9006	1996 Highway 84	35040	205-690-9014	Barbour, Robert Sterling
AL	Chelsea	8877	160 Atchison Parkway	35043	205-677-9096	Barbour, Robert Sterling
AL	CLANTON	7963	300 ARBY DR	35045	205-755-8104	INC.
AL	EVERGREEN	8358	1101 HIGHWAY 84	36401	251-578-4496	LOVE'S COUNTRY STORES, INC.
AL	Hamilton	8762	1126 County Road 35	35570	205-754-3100	LOVE'S COUNTRY STORES, INC.
AL	Lincoln	8967	75750 AL Hwy 77	35096	205-763-1531	PILOT TRAVEL CENTERS LLC
AL	LOXLEY	7110	126 FLYING K RD	36551-2601	251-964-2099	INC.
AL	OPELIKA	7491	2411 GATEWAY DR	36801-6890	334-749-1243	Kuzminsky, Michael
AL	OZARK	8437	3771 SOUTH US HWY 231	36360	334-445-0323	LOVE'S COUNTRY STORES, INC.
AL	PHENIX CITY	5757	1127 280 BYPASS	36867-5447	334-291-7636	Kuzminsky, Michael
AL	SATSUMA	7263	6109 US 43 S	36572	251-679-6259	PILOT TRAVEL CENTERS LLC
AL	SCOTTSBORO	7238	24751 JOHN T REID PKWY	35768	256-574-3591	RESTAURANT MANAGEMENT, INC.
AL	VALLEY	6967	3505 20TH AVE	36854-3206	334-768-0210	Kuzminsky, Michael
AL	West Birmingham	10104	901 Bankhead Hwy	35204	205-777-9910	Amiel, Lissette
AR	BATESVILLE	7437	1151 S SAINT LOUIS ST	72501-7226	870-307-0581	Flynn Group (RB American)
AR	BENTON	711	900 MILITARY RD	72015-3315	501-327-5142	Flynn Group (RB American)
AR	BENTONVILLE	7471	2807 SE 14TH ST	72712-6959	479-273-6605	Flynn Group (RB American)
AR	BENTONVILLE	5697	1202 N WALTON BLVD	72712-4131	479-273-1632	Flynn Group (RB American)
AR	BRYANT	7047	2903 NORTH REYNOLDS ROAD	72022-9134	501-847-3551	Flynn Group (RB American)
AR	CABOT	6562	10 RYELAND DR	72023-2987	501-941-5920	Flynn Group (RB American)
AR	CLARKSVILLE	7481	1227 MARKET ST	72830-9042	479-337-8253	Flynn Group (RB American)
AR	CONWAY	7748	810 ELSINGER BLVD	72032	501-327-2335	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
AR	CONWAY	703	414 HARKRIDER ST	72032-5630	501-327-5142	Flynn Group (RB American)
AR	EL DORADO	5548	1000 N WEST AVE	71730-4661	870-862-9900	BARROW, DAVID A.
AR	FAYETTEVILLE	7745	220 EAST JOYCE BLVD	72703	479-582-2336	Flynn Group (RB American)
AR	FAYETTEVILLE	6675	1263 W. MARTIN LUTHER KING JR. BLVD.	72701-6313	479-571-2056	Flynn Group (RB American)
AR	FORT SMITH	1125	6611 ROGERS AVE	72903-4063	479-452-0094	Flynn Group (RB American)
AR	FORT SMITH	1191	4915 TOWSON AVE	72901-8425	479-646-9384	Flynn Group (RB American)
AR	GREENBRIER	6721	1075 HWY 65 NORTH	72058-9321	501-679-7272	Flynn Group (RB American)
AR	GREENWOOD	7522	917 W CENTER ST	72936-3721	479-996-7441	Flynn Group (RB American)
AR	HARRISON	7322	1419 N HWY 62-65	72601	870-743-6739	Flynn Group (RB American)
AR	Heber Springs	9033	1632 Highway 25 B North	72543	501-295-3630	Flynn Group (RB American)
AR	HOT SPRINGS	8361	200 AIRPORT BLVD.	71913	501-623-8311	Flynn Group (RB American)
AR	HOT SPRINGS	5576	3020 CENTRAL AVE	71913-6145	501-623-5902	Flynn Group (RB American)
AR	JACKSONVILLE	1401	1001 W MAIN ST	72076-4301	501-982-0606	Flynn Group (RB American)
AR	JONESBORO	8631	723 E PARKER RD	72404	870-268-6868	Dashdorj, Baljinnyam
AR	JONESBORO	8470	4112 JOHNSON AVE.	72401	870-933-6644	Dashdorj, Baljinnyam
AR	LITTLE ROCK	8423	2704 S. SHACKLEFORD RD.	72205	501-312-9234	Flynn Group (RB American)
AR	LITTLE ROCK	8363	15510 CHENAL PKWY	72223	501-217-9855	Flynn Group (RB American)
AR	LITTLE ROCK	963	8212 GEYER SPRINGS RD	72209-4827	501-568-2834	Flynn Group (RB American)
AR	LITTLE ROCK	972	9624 N RODNEY PARHAM RD	72227-6210	501-227-4618	Flynn Group (RB American)
AR	LOWELL	7747	111 S. DIXIELAND STREET	72745	479-770-0092	Flynn Group (RB American)
AR	Malvern	8789	6716 Highway 171	72104	501-337-9545	LOVE'S COUNTRY STORES, INC.
AR	Marion	8841	3226 I-55 Service Road North	72364	870-739-8505	Dashdorj, Baljinnyam
AR	MAUMELLE	7957	105 SAVANNAH DR	72113	501-851-3507	Flynn Group (RB American)
AR	Monticello	10045	233 US 425	71655	870-464-3230	Flynn Group (RB American)
AR	Morrilton	9034	1808 E Harding	72110	501-645-7045	Flynn Group (RB American)
AR	MOUNTAIN HOME	7723	2811 HIGHWAY 62 EAST	72653	870-492-4407	Flynn Group (RB American)
AR	NORTH LITTLE ROCK	7746	4560 E. MCCAIN BLVD	72117	501-945-4119	Flynn Group (RB American)
AR	NORTH LITTLE ROCK	1008	5324 JOHN F KENNEDY BLVD	72116-6704	501-753-3987	Flynn Group (RB American)
AR	PARAGOULD	8498	1606 W KINGS HWY	72450	870-573-8122	Dashdorj, Baljinnyam
AR	PINE BLUFF	7625	5507 S OLIVE ST	71603-7607	870-536-0204	Flynn Group (RB American)
AR	ROGERS	7457	3929 W WALNUT ST	72756-1841	479-633-0092	Flynn Group (RB American)
AR	ROGERS	1603	501 S 8TH ST	72756-4454	479-631-2304	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
AR	RUSSELLVILLE	7004	2321 N ARKANSAS AVENUE	72802-2219	479-890-9435	Flynn Group (RB American)
AR	RUSSELLVILLE	5696	915 E MAIN ST	72801-5251	479-967-2520	Flynn Group (RB American)
AR	SEARCY	5957	3100 E RACE AVE	72143-4867	501-279-2773	Flynn Group (RB American)
AR	SHERWOOD	7653	3921 E KIEHL AVE	72120-3512	501-835-2983	Flynn Group (RB American)
AR	SILOAM SPRINGS	5397	1001 HIGHWAY 412 W	72761-4549	479-524-5972	Flynn Group (RB American)
AR	SPRINGDALE	8235	7460 W. SUNSET AVE.	72762	479-306-4311	Flynn Group (RB American)
AR	SPRINGDALE	1489	908 S THOMPSON ST	72764-5232	479-756-2503	Flynn Group (RB American)
AR	VAN BUREN	7223	2234 FAYETTEVILLE RD	72956-6508	479-474-8888	Flynn Group (RB American)
AZ	APACHE JUNCTION	5410	2323 W APACHE TRAIL	85120	480-983-6386	KRAMER, JACOB
AZ	Avondale	9095	1440 N. 107th Avenue	85392	623-283-6831	KBP Inspired, LLC
AZ	BULLHEAD CITY	6201	2320 HIGHWAY 95	86442-7303	928-862-1206	KBP Inspired, LLC
AZ	CASA GRANDE	5829	1220 E FLORENCE BLVD	85122	520-660-4087	KBP Inspired, LLC
AZ	Chandler	7048	2900 South Alma School Road	85248	480-879-9139	KBP Inspired, LLC
AZ	CHANDLER	5182	2110 N ARIZONA AVE	85224	480-386-0333	KBP Inspired, LLC
AZ	CHANDLER	7640	7001 W SUNDUST RD	85226-5126	520-796-1232	LOVE'S COUNTRY STORES, INC.
AZ	ELOY	6895	5000 NORTH SUNLAND GIN ROAD	85131	520-423-2104	LOVE'S COUNTRY STORES, INC.
AZ	FLAGSTAFF	1246	1800 S MILTON RD	86001	929-707-7086	KBP Inspired, LLC
AZ	Gilbert	9094	4710 E. Germann Rd	85297	480-956-5831	KBP Inspired, LLC
AZ	GILBERT	8238	2889 S. MARKET ST	85295	480-360-2966	KBP Inspired, LLC
AZ	GILBERT	1885	715 N GILBERT RD	85234	480-926-3536	KRAMER, JACOB
AZ	GLENDALE	5186	4906 W THUNDERBIRD RD	85306	602-843-6441	KRAMER, JACOB
AZ	GOODYEAR	6009	442 N LITCHFIELD RD	85338	623-932-1515	KBP Inspired, LLC
AZ	GREEN VALLEY	8214	19220 S. I-19	85614	520-648-7774	Henderson, Tamara (Kreger)
AZ	KINGMAN	1180	3265 E ANDY DEVINE RD	86401-3701	928-757-5204	KBP Inspired, LLC
AZ	LAKE HAVASU CITY	1997	240 SWANSON AVE	86403-0966	928-453-2255	KBP Inspired, LLC
AZ	Marana	8763	5640 W. Cortaro Farms Rd	85742	520-572-2102	BELATTI, FRANK (Cardinal RB Arizona)
AZ	MARICOPA	7760	21600 N. JOHN WAYNE PARKWAY	85239	520-849-9253	KBP Inspired, LLC
AZ	Mayer	8833	14414 South Cross L Road	86333	928-227-9764	LOVE'S COUNTRY STORES, INC.
AZ	MESA	7117	1060 S COUNTRY CLUB DR	85210-4643	480-222-0020	KBP Inspired, LLC
AZ	MESA	7116	1927 N HIGLEY RD	85205	480-530-0912	KBP Inspired, LLC
AZ	MESA	7030	2130 S POWER RD	85209	480-985-1840	KBP Inspired, LLC

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AZ	MESA	6947	1923 E MCKELLIPS RD	85203-2865	480-833-9314	KBP Inspired, LLC
AZ	MESA	1261	6740 E MAIN ST	85205	480-530-0911	KBP Inspired, LLC
AZ	ORO VALLEY	8297	8060 N. ORACLE	85704	520-544-6003	BELATTI, FRANK (Cardinal RB Arizona)
AZ	PAYSON	8621	167 NORTH BEELINE HWY	85541	928-212-8003	KBP Inspired, LLC
AZ	PEORIA	7742	18735 NORTH 83RD AVENUE	85382	623-888-6005	KBP Inspired, LLC
AZ	PEORIA	1176	10320 N 91ST AVE	85345-6496	623-888-6004	KBP Inspired, LLC
AZ	PHOENIX	7077	2220 W DEER VALLEY RD	85027	623-879-0528	KBP Inspired, LLC
AZ	PHOENIX	6800	835 E BELL RD	85022	602-777-7305	KBP Inspired, LLC
AZ	PHOENIX	6481	17031 N TATUM BLVD	85032	602-493-4935	KBP Inspired, LLC
AZ	PHOENIX	1072	3348 W BELL RD	85023	602-491-9681	KBP Inspired, LLC
AZ	PHOENIX	624	6850 N 35 AVE	85017	602-841-8129	KBP Inspired, LLC
AZ	PHOENIX	219	3826 E THOMAS RD	85018	602-957-0135	KBP Inspired, LLC
AZ	PRESCOTT	5055	1265 IRON SPRINGS RD	86305-1411	928-778-7242	KBP Inspired, LLC
AZ	PRESCOTT VALLEY	5581	7650 E STATE ROUTE 69	86314-2227	928-765-0206	KBP Inspired, LLC
AZ	SAFFORD	8251	1720 WEST THATCHER BLVD	85546	928-348-6912	KBP Inspired, LLC
AZ	Sahuarita	8825	700 West Sahuarita Road	85629	520-449-8622	BELATTI, FRANK (Cardinal RB Arizona)
AZ	San Tan Valley	10065	1520 West Hunt Highway, Unit 0004	85142	480-762-0309	KBP Inspired, LLC
AZ	SCOTTSDALE	154	9049 E INDIAN BEND RD	85250	480-905-1814	KBP Inspired, LLC
AZ	SCOTTSDALE	1714	7350 E MCDOWELL RD	85257	480-941-0543	KBP Inspired, LLC
AZ	SHOW LOW	7033	680 W DEUCE OF CLUBS	85901-5812	928-537-4413	KBP Inspired, LLC
AZ	SIERRA VISTA	1836	1999 E FRY BLVD	85635-2706	520-459-3838	BELATTI, FRANK (Cardinal RB Arizona)
AZ	SUN CITY	1999	17032 N 99 AVE	85373	623-977-1003	KBP Inspired, LLC
AZ	SUN CITY WEST	334	13607 W CAMINO DEL SOL	85375-4413	623-546-1598	KBP Inspired, LLC
AZ	Surprise	9008	13641 North Prasada Parkway	85388	602-478-4476	KBP Inspired, LLC
AZ	TAYLOR	6142	875 N MAIN ST	85939	928-536-9199	KBP Inspired, LLC
AZ	TEMPE	279	1392 W ELLIOT RD	85283	480-212-3856	KBP Inspired, LLC
AZ	TEMPE	1031	525 W BROADWAY RD	85282	480-966-7085	KBP Inspired, LLC
AZ	Tucson	8805	4405 N. 1st Ave	85719	520-269-2491	BELATTI, FRANK (Cardinal RB Arizona)
AZ	TUCSON	8673	10115 EAST OLD VAIL RD.	85747	520-393-3978	BELATTI, FRANK (Cardinal RB Arizona)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
AZ	TUCSON	7534	1893 W GRANT RD	85745-1203	520-792-4234	BELATTI, FRANK (Cardinal RB Arizona)
AZ	TUCSON	5918	5759 E BROADWAY BLVD	85711	520-747-4030	BELATTI, FRANK (Cardinal RB Arizona)
AZ	TUCSON	5577	5275 S PALO VERDE RD	85706	520-889-7797	BELATTI, FRANK (Cardinal RB Arizona)
AZ	TUCSON	5472	7920 E SPEEDWAY BLVD	85710	520-296-5171	BELATTI, FRANK (Cardinal RB Arizona)
AZ	TUCSON	138	7285 E 22ND ST	85710	520-886-8221	BELATTI, FRANK (Cardinal RB Arizona)
AZ	TUCSON	7019	16338 N ORACLE RD	85739	520-818-2456	Henderson, Tamara (Kreger)
AZ	WICKENBURG	8647	37770 NORTH VULTURE MINE RD.	85390	928-765-0561	KBP Inspired, LLC
AZ	Wilcox	8902	1600 N Fort Grant Rd	85643	520-779-6001	LOVE'S COUNTRY STORES, INC.
AZ	Winslow	9088	720 Transcon Lane	86047	982-288-6637	LOVE'S COUNTRY STORES, INC.
AZ	YUMA	8258	2000 SOUTH AVE 3 E	85365	928-317-8833	WILSON, JOSEPH J.
CA	ANAHEIM	1162	1646 - 1-2 W KATELLA AVE	92802	714-535-7972	TRAN, HUY
CA	Anderson	8891	2000 Arby Way	96007-4332	530-360-6676	GOLDEN BEAR RESTAURANT GROUP, INC.
CA	APPLE VALLEY	6032	21550 BEAR VALLEY RD	92308	760-240-6661	ZAGHI, KOOROSH CYROUS
CA	BAKER	7087	72431 BAKER BLVD	92309	760-733-4006	ZAGHI, KOOROSH CYROUS
CA	Bakersfield	9018	1500 Taft Highway	93307	(661) 617-5325	LOVE'S COUNTRY STORES, INC.
CA	BAKERSFIELD	7133	8290 ROSEDALE HWY	93308	661-587-7314	ZAGHI, KOOROSH CYROUS
CA	BREA	6802	2525 E IMPERIAL HWY	92821	714-262-1233	LAM, AMBROSE
CA	BUENA PARK	5755	6801 BEACH BLVD	90620	714-994-0899	CUNNINGHAM, JAMES R.
CA	Calimesa	8940	1036 Cherry Valley Blvd	92320	(909) 795-0626	SIDDIQI, AMIR
CA	CANYON COUNTRY	5141	27590 SIERRA HWY	91351-3091	661-251-0590	ZAGHI, KOOROSH CYROUS
CA	CHICO	6095	2485 NOTRE DAME BLVD	95928	530-345-6457	KANG, ANOOP
CA	CHINO HILLS	8332	4767 CHINO HILLS PKWY	91709	909-393-3337	DATTA/CHOPRA
CA	CHULA VISTA	7057	2244 OTAY LAKES RD	91915	619-482-0265	DATTA/CHOPRA
CA	COACHELLA	7210	46155 DILLON RD	92236	760-342-6200	TRAVELCENTERS OF AMERICA
CA	Corona	9072	1406 W 6th St	92882	999-999-9999	SIDDIQI, AMIR
CA	EL CAJON	231	325 N 2ND ST	92021-6445	619-579-5162	DATTA/CHOPRA

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CA	Elk Grove	8657	8511 Elk Grove Blvd.	95624	916-685-0500	LUTFI, TONY & STEPHEN
CA	ESCONDIDO	8522	320 WEST MISSION AVE.	92025	760-747-1290	DATTA/CHOPRA
CA	FAIRFIELD	8637	4445 CENTRAL PLACE	94534	707-419-5795	DATTA/CHOPRA
CA	FOOTHILL RANCH	6533	26801 PORTOLA PKWY	92610	949-830-8862	LAM, AMBROSE
CA	FRESNO	1967	6410 N BLACKSTONE AVE	93710-3501	559-431-7006	ZAGHI, KOOROSH CYROUS
CA	HEMET	1546	2915 W FLORIDA AVE	92545	951-658-0412	DATTA/CHOPRA
CA	HUNTINGTON BEACH	808	19051 BROOKHURST ST	92646	714-964-5877	AMBROSIA QSR BEEF, LLC
CA	HUNTINGTON BEACH	215	7942 EDINGER AVE	92647	714-842-5280	AMBROSIA QSR BEEF, LLC
CA	Indio	8836	82-111 Avenue 42	92203	760-775-2791	SIDDIQI, AMIR
CA	INGLEWOOD	329	913 W MANCHESTER BLVD	90301	310-645-8626	KWON, TAE CHUN & MIN SUN, K.
CA	IRVINE	5588	76 CORPORATE PARK	92606	949-969-2563	AMBROSIA QSR BEEF, LLC
CA	LAKE FOREST	1011	23862 BRIDGER RD	92630	949-581-1082	AMBROSIA QSR BEEF, LLC
CA	LAKESIDE	5172	12136 WOODSIDE AVE	92040	619-390-0369	DATTA/CHOPRA
CA	LAKEWOOD	5853	5920 E SOUTH ST	90713	562-867-2883	LAM, AMBROSE
CA	LEBEC	8566	DR.	93243	661-663-4341	AMERICA
CA	LODI	8466	15244 N. THORNTON RD.	95242	209-333-9758	LOVE'S COUNTRY STORES, INC.
CA	LONG BEACH	1314	3602 ATLANTIC AVENUE	90807	562-427-9575	AMBROSIA QSR BEEF, LLC
CA	LOST HILLS	7387	21948 HIGHWAY 46	93249-9733	661-797-1800	LOVE'S COUNTRY STORES, INC.
CA	MADERA	8766	3175 Avenue 17	93637	559-661-1012	LOVE'S COUNTRY STORES, INC.
CA	MISSION HILLS	294	11010 SEPULVEDA BLVD	91345	818-361-7279	CASCIO, KIM
CA	MODESTO	1141	2100-F STANDIFORD AVE	95350	209-529-5924	RAMANA, RAHUL
CA	MURRIETA	7132	25251 MADISON AVENUE	92562	951-461-1161	DATTA/CHOPRA
CA	ONTARIO	8646	2410 SOUTH ARCHIBALD AVE.	91761	909-923-0528	SIDDIQI, AMIR
CA	ORANGE	8314	1107 N. TUSTIN ST.	92867	714-538-5407	CUNNINGHAM, JAMES R.
CA	Oroville	8883	680 Oro Dam Blvd E	95965	(530) 922-0201	KANG, ANOOP
CA	PALM DESERT	6039	72795 HWY 111	92260	760-779-0604	SIDDIQI, AMIR
CA	PALMDALE	6993	1037 RANCHO VISTA	93551	661-947-5299	ZAGHI, KOOROSH CYROUS
CA	Patterson	9016	555 Rogers Road	95363	209-895-5021	LOVE'S COUNTRY STORES, INC.

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CA	RANCHO CORDOVA	6121	3090 SUNRISE BLVD	95670	916-638-8897	DATTA, SANJIVE AND ESPIE
CA	REDLANDS	5779	1245 W COLTON AVE	92374-2861	909-335-2729	AMBROSIA QSR BEEF, LLC
CA	RESEDA	398	6850 RESEDA BLVD	91335-4204	818-697-5888	KANG, ANOOP
CA	Rialto	9098	2325 Sierra Lakes Parkway	92377	909-903-3642	PILOT TRAVEL CENTERS LLC
CA	Rialto	8859	1225 West Foothill Boulevard	92376	909-961-2284	SIDDIQI, AMIR
CA	RIPON	7228	1553 COLONY RD	95366-9419	209-599-0740	LOVE'S COUNTRY STORES, INC.
CA	RIVERSIDE	5597	10160 HOLE AVE	92503	951-359-5662	CUNNINGHAM, JAMES R.
CA	ROCKLIN	5910	4400 ROCKLIN RD	95677	916-624-5442	DATTA, SANJIVE AND ESPIE
CA	ROHNERT PARK	6001	4799 REDWOOD DR	94928	707-584-7702	KANG, ANOOP
CA	SACRAMENTO	5803	2238 ARDEN WAY	95825	916-920-3480	DATTA, SANJIVE AND ESPIE
CA	SACRAMENTO	1166	4301 ELKHORN BLVD	95842	916-344-1339	DATTA, SANJIVE AND ESPIE
CA	SACRAMENTO	5771	5845 MADISON AVE	95841-4803	916-344-8381	TOOR ESTATE TRUST
CA	SALINAS	9075	1267 DE LA TORRE ST	93905	831-500-6979	LOVE'S COUNTRY STORES, INC.
CA	SAN BERNARDINO	5557	670 SE ST	92408-1906	909-381-5119	SIDDIQI, AMIR
CA	SAN DIEGO	1009	7110 CLAIREMONT MESA BLVD.	92111	858-292-1174	DATTA/CHOPRA
CA	San Diego	392	3777 Midway Drive	92110	619-226-8174	DATTA/CHOPRA
CA	SAN MARCOS	5221	1280 W SAN MARCOS BLVD	92069	760-471-8771	AMBROSIA QSR BEEF, LLC
CA	SIMI VALLEY	8571	1408 EAST LOS ANGELES AVE.	93065	805-638-0233	AMBROSIA QSR BEEF, LLC
CA	SUNNYVALE	256	601 S BERNARDO AVE	94087	408-733-6434	ALTAMIRA CORPORATION
CA	TEMECULA	6654	27702 JEFFERSON AVENUE	92590	951-676-1432	CUNNINGHAM, JAMES R.
CA	TORRANCE	5735	1525 W SEPULVEDA BLVD	90501	310-530-9148	AMBROSIA QSR BEEF, LLC
CA	TRACY	5583	745 W CLOVER RD	95376	209-835-5484	KANG, ANOOP
CA	TRAVIS AIR FORCE BASE	8490	461 SKYMASTER CIRCLE	94535	707-437-4490	AAFES
CA	UPLAND	5974	1299 E FOOTHILL BLVD	91786	909-920-4228	AMBROSIA QSR BEEF, LLC
CA	VENTURA	8734	4724 TELEPHONE ROAD	93003	805-644-9500	DATTA/CHOPRA
CA	Victorville	8876	14253 US Highway 395	92392	442-242-7082	SIDDIQI, AMIR
CA	VISALIA	1768	4225 W NOBLE AVE	93277-1633	559-627-6702	ZAGHI, KOOROSH CYROUS

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CA	Williams	8845	100 Marguerite Street	95987	530-473-3030	LOVE'S COUNTRY STORES, INC.
CA	Yreka	8884	1813 Fort Jones Road	96097	(530) 841-7111	DATTA/CHOPRA
CA	YUCCA VALLEY	8534	57622 29 PALMS HWY	92284	760-228-0104	DATTA/CHOPRA
CO	ALAMOSA	5253	1705 MAIN ST	81101	719-589-2747	SANGHVI, BAKUL (BOB)
CO	ARVADA	6648	7990 WADSWORTH BLVD	80003	303-432-0073	Flynn Group (RB American)
CO	AURORA	8547	14475 E. ARAPAHOE RD.	80016	303-693-2119	Flynn Group (RB American)
CO	AURORA	1973	4350 S BUCKLEY RD	80015-2728	303-693-6842	Flynn Group (RB American)
CO	AURORA	1592	1099 S BLACKHAWK ST	80012	303-368-8439	Flynn Group (RB American)
CO	BRIGHTON	8600	PKWY	80601	303-659-4553	Flynn Group (RB American)
CO	BRIGHTON	6600	15190 BRIGHTON RD	80601-7304	303-637-7103	Flynn Group (RB American)
CO	BROOMFIELD	8624	8950 METRO AIRPORT AVE.	80020	303-469-2783	Flynn Group (RB American)
CO	BURLINGTON	5416	300 S LINCOLN ST	80807	719-346-5484	Flynn Group (RB American)
CO	Canon City	10077	1004 Royal Gorge Blvd.	80109	719-315-8750	Flynn Group (RB American)
CO	Canon City	9023	690 Doc Holiday Drive	81212	719-458-6028	LOVE'S COUNTRY STORES, INC.
CO	CASTLE ROCK	6880	742 GENOA WAY	80109	303-663-3957	Flynn Group (RB American)
CO	Clifton	8938	3230 I-70 Business Loop	81520	719-315-9680	Flynn Group (RB American)
CO	Colorado Springs	9104	4456 Venetucci Blvd.	80906	870-464-3230	Flynn Group (RB American)
CO	Colorado Springs	8937	1220 InterQuest Pkwy	80921	719-257-4830	Flynn Group (RB American)
CO	COLORADO SPRINGS	8499	9657 PROMINENT POINT	80924	719-495-9043	Flynn Group (RB American)
CO	COLORADO SPRINGS	8414	615 GARDEN OF THE GODS RD.	80907	719-531-5072	Flynn Group (RB American)
CO	COLORADO SPRINGS	7617	5870 STETSON HILLS BLVD	80922-3563	719-591-7322	Flynn Group (RB American)
CO	COLORADO SPRINGS	6831	393 S EIGHTH ST	80905	719-328-9134	Flynn Group (RB American)
CO	COLORADO SPRINGS	6676	1680 E CHEYENNE MOUNTAIN BLVD	80906	719-579-0536	Flynn Group (RB American)
CO	COLORADO SPRINGS	1762	5710 NORTH ACADEMY BLVD.	80918	719-528-1217	Flynn Group (RB American)
CO	COLORADO SPRINGS	1050	328 E FILLMORE ST	80907	719-636-3086	Flynn Group (RB American)
CO	COLORADO SPRINGS	946	1312 N ACADEMY BLVD	80909	719-574-7782	Flynn Group (RB American)
CO	COMMERCE CITY	6837	5995 DEXTER ST	80022	303-853-0844	Flynn Group (RB American)
CO	CORTEZ	6915	504 S BROADWAY	81321	970-565-1856	Flynn Group (RB American)
CO	DELTA	8555	PKWY	81416	970-874-5734	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CO	DENVER	8663	2260 SOUTH PARKER RD.	80247	303-750-0074	Flynn Group (RB American)
CO	DENVER	8508	18408 EAST 47TH AVENUE	80249	303-307-1395	Flynn Group (RB American)
CO	DENVER	7399	3740 QUEBEC ST	80207-1600	303-996-1897	Flynn Group (RB American)
CO	DENVER	124	4363 SHERIDAN BLVD	80212	303-424-5433	Flynn Group (RB American)
CO	Falcon	8936	11605 Meridian Market View	80831	719-315-9680	Flynn Group (RB American)
CO	FORT CARSON	8383	1804 PRUSSMAN BLVD.	80913	719-226-1269	AAFES
CO	FORT COLLINS	6879	7601 WESTGATE DRIVE	80528-9363	970-225-6064	Flynn Group (RB American)
CO	FORT COLLINS	446	3460 S COLLEGE AVE	80525	970-226-2356	Flynn Group (RB American)
CO	FORT MORGAN	5241	1218 N MAIN ST	80701	970-867-6888	KELLER, CALVIN
CO	FOUNTAIN	8422	PARKWAY	80817	719-392-4363	Flynn Group (RB American)
CO	FT. COLLINS	8601	AVE.	80524	970-825-5715	Quality Meats
CO	GLENWOOD SPRINGS	8664	51171 HIGHWAY 6 and 24	81601	970-945-9312	Flynn Group (RB American)
CO	JUNCTION	8500	2468 US HWY 6 and 50	81505	970-245-0549	Flynn Group (RB American)
CO	JUNCTION	917	1155 NORTH AVE	81501	970-245-2907	Flynn Group (RB American)
CO	GREELEY	8598	4413 CENTERPLACE DR.	80634	970-330-4156	Flynn Group (RB American)
CO	GREELEY	999	3010 W TENTH ST	80634	970-353-4151	Flynn Group (RB American)
CO	GUNNISON	8707	800 E TOMICHI AVE - TEMP	81230	970-641-8851	Flynn Group (RB American)
CO	Johnstown	8697	4806 Larimer Pkwy	80534	970-663-0611	Quality Meats
CO	LAFAYETTE	8548	650 N. HIGHWAY 287	80026	303-665-1348	Flynn Group (RB American)
CO	LAKEWOOD	6881	6925 W ALAMEDA AVENUE	80226	303-233-5063	Flynn Group (RB American)
CO	LAKEWOOD	858	7637 W JEWELL	80232	303-985-3457	Flynn Group (RB American)
CO	LAKEWOOD	266	11611 W COLFAX AVE	80215	303-233-0447	Flynn Group (RB American)
CO	Lamar	10105	102 North Main Street	81052	719-691-2016	Amiel, Lissette
CO	LIMON	5498	2221 W 6TH ST	80828	719-775-2024	Flynn Group (RB American)
CO	LITTLETON	8491	161 W. MINERAL AVE.	80120	303-798-2598	Flynn Group (RB American)
CO	LITTLETON	7483	8144 S KIPLING PKWY.	80127-3974	303-973-2177	Flynn Group (RB American)
CO	LITTLETON	1537	5685 S BROADWAY	80121	303-795-7170	Flynn Group (RB American)
CO	LONE TREE	6878	7455 PARK MEADOWS DR.	80124	303-925-0205	Flynn Group (RB American)
CO	LONGMONT	6377	10809 TURNER BLVD	80504	303-682-8938	Flynn Group (RB American)
CO	LONGMONT	964	2150 N MAIN ST	80501	303-772-1766	Flynn Group (RB American)
CO	LOVELAND	1209	1617 EAST EISENHOWER BLVD.	80537	970-203-0584	Flynn Group (RB American)
CO	MONTROSE	6389	1701 E MAIN ST	81401	970-240-4277	Flynn Group (RB American)
CO	MONUMENT	8685	15455 TERAZZO DRIVE	80132	719-481-8810	Flynn Group (RB American)
CO	NORTHGLENN	8684	850 WEST 104TH AVE.	80234	303-450-5328	Flynn Group (RB American)
CO	PARKER	8516	12245 LIONESS WAY	80134	303-799-1151	Flynn Group (RB American)
CO	PARKER	6483	9831 S PARKER RD	80134	303-841-8048	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
CO	PUEBLO	1640	3800 WEST NORTHERN AVENUE	81005	719-564-8545	Flynn Group (RB American)
CO	PUEBLO	1207	719 W US HIGHWAY 50	81008-1603	719-543-7750	Flynn Group (RB American)
CO	RIFLE	8695	500 AIRPORT ROAD	81650	970-625-4432	Flynn Group (RB American)
CO	THORNTON	8549	200 EAST 144TH AVE.	80023	303-451-0396	Flynn Group (RB American)
CO	THORNTON	1972	3903 E 120TH AVE	80233	303-452-0622	Flynn Group (RB American)
CO	THORNTON	293	501 E 84TH AVE.	80229	303-287-4965	Flynn Group (RB American)
CO	Trinidad	10159	1001 Moro Road	81082	0000000000	LOVE'S COUNTRY STORES, INC.
CO	WESTMINSTER	397	5130 W 92 AVE	80031	303-650-5892	Flynn Group (RB American)
CO	Windsor	8742	6435 Crossroads Blvd.	80550	970-667-0979	Quality Meats
CO	WOODLAND PARK	8461	407 E. HIGHWAY 24	80863	719-687-4453	Flynn Group (RB American)
DE	CLAYMONT	5022	2719 PHILADELPHIA PIKE	19703	302-798-7882	CRAWFORD, CHUCK
DE	Dover	8916	1708 E Lebanon Rd	19901	302-450-3101	CATO, INCORPORATED
DE	DOVER	7170	1200 FORREST AVE	19904-3311	302-678-0427	CATO, INCORPORATED
DE	GLASGOW	6704	2409 PULASKI HWY	19702	302-292-2292	CRAWFORD, CHUCK
DE	HARRINGTON	6134	16994 S DUPONT HWY	19952	302-398-8722	CRAWFORD, CHUCK
DE	LEWES	5018	17719 COSTAL HWY	19958	302-645-7476	PEPPER, WILLIAM
DE	Milford	8899	1032 North Walnut Street	19963	302-265-2004	CATO, INCORPORATED
DE	MILLSBORO	1918	28669 E DUPONT HWY	19966	302-934-6710	CATO, INCORPORATED
DE	NEW CASTLE	5683	134 N DUPONT HWY	19720	302-324-9500	CRAWFORD, CHUCK
DE	NEWARK	6066	13 POSSUM PARK MALL	19711	302-368-5661	CRAWFORD, CHUCK
DE	SEAFORD	5608	24043 SUSSEX HWY	19973	302-628-9444	CRAWFORD, CHUCK
DE	SELBYVILLE	7154	9 S DUPONT HWY	19975	302-436-8462	CATO, INCORPORATED
DE	WILMINGTON	631	3211 KIRKWOOD HWY	19808	302-995-1720	CRAWFORD, CHUCK
DE	WOODSIDE	6545	6928 SOUTH DUPONT HWY	19980	302-698-1818	CATO, INCORPORATED
FL	APOPKA	1797	3011 E SEMORAN BLVD	32703-5941	321-301-1072	KBP Inspired, LLC
FL	AVON PARK	7656	5 US HIGHWAY 27	33825	863-453-5252	WADE, JOHN
FL	Bartow	8692	7996 STATE ROUTE 60	33830	863-537-1005	PILOT TRAVEL CENTERS LLC
FL	Bradenton	8924	9610 SR 64 E	34212	941-896-8844	WADE, JOHN
FL	BRADENTON	1511	3608 1ST ST W	34208	941-746-7560	WADE, JOHN
FL	BROOKSVILLE	6285	12915 CORTEZ BLVD	34613	352-596-6605	WADE, JOHN
FL	BUSHNELL	8578	2615 WEST C-48	33513	352-793-1019	LOVE'S COUNTRY STORES, INC.
FL	CAPE CORAL	6328	PKWY	33991	239-458-4142	WADE, JOHN
FL	CASSELBERRY	264	1463 E SEMORAN BLVD	32707-6505	407-677-8177	KBP Inspired, LLC

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
FL	CLEARWATER	1499	30263 US HWY 19 N	33761	727-784-3082	WADE, JOHN
FL	Clermont	8175	614 Cagan View Rd	34714	352-241-0417	KBP Inspired, LLC
FL	CLERMONT	8083	2255 US HWY 27	34711	352-241-7688	KBP Inspired, LLC
FL	CORAL SPRINGS	855	590 UNIVERSITY DR	33071-6935	954-344-7726	WADE, JOHN
FL	CRYSTAL RIVER	8328	490 N. SUNCOAST BLVD.	34429	352-563-1498	WADE, JOHN
FL	CUTLER BAY	250	20203 S DIXIE HWY	33189-1207	305-256-8200	WADE, JOHN
FL	DAVENPORT	8467	45000 HWY 27	33837	863-420-7493	LOVE'S COUNTRY STORES, INC.
FL	Daytona Beach	8128	1562 Outlet Blvd	32117	386-274-2522	KBP Inspired, LLC
FL	DAYTONA BEACH	1813	1800 S RIDGEWOOD AVE	32119-2237	386-760-1893	KBP Inspired, LLC
FL	DE LAND	5787	1438 N WOODLAND BLVD	32720-2269	386-734-4471	KBP Inspired, LLC
FL	DELRAY BEACH	80	280 LINTON BOULEVARD	33444	561-330-0803	WADE, JOHN
FL	ESTERO	7155	9975 CORKSCREW RD	33928	239-390-1702	WADE, JOHN
FL	EUSTIS	5616	16005 US HWY 441	32726-6505	(352) 747-2005	KBP Inspired, LLC
FL	FORT LAUDERDALE	195	924 NW 62ND ST	33309-1904	954-776-2429	WADE, JOHN
FL	FORT LAUDERDALE	1453	1720 E SUNRISE BLVD	33304-3021	954-763-2348	WADE, JOHN
FL	FORT MYERS	8452	16461 CORPORATE COMMERCE WAY	33913	239-437-1583	WADE, JOHN
FL	FORT MYERS	5992	9290 DANIELS PKWY	33912-1818	239-768-2005	WADE, JOHN
FL	FORT MYERS	1847	13050 N CLEVELAND AVE	33903-4829	239-656-6113	WADE, JOHN
FL	FORT MYERS	1319	12126 S CLEVELAND AVE	33907-3719	239-939-4688	WADE, JOHN
FL	FORT PIERCE	6742	7150 OKEECHOBEE RD	34954	772-460-5777	LOVE'S COUNTRY STORES, INC.
FL	Gainesville	8738	6760 West Newberry Road	32605	352-554-4106	Anabi, Sammer
FL	Gainesville	8702	4253 NW 25th Place	32606	352-451-4233	Anabi, Sammer
FL	GAINESVILLE	7718	3960 SOUTHWEST ARCHER ROAD	32608	352-244-0481	Anabi, Sammer
FL	GAINESVILLE	95	1405 SW 13TH ST	32608	352-378-6555	WADE, JOHN
FL	Haines City	8181	35985 US Hwy 27N	33844	863-535-5456	WADE, JOHN
FL	JACKSONVILLE	8529	4075 JONES BRANCH RD.	32219	904-786-7714	PILOT TRAVEL CENTERS LLC
FL	JACKSONVILLE	7497	1024 US HIGHWAY 301 S	32234-3600	904-266-4281	TRAVELCENTERS OF AMERICA
FL	JASPER	8394	11459 SOUTHWEST 61 WAY	32052	386-792-3095	LOVE'S COUNTRY STORES, INC.

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
FL	Kissimmee	8105	7609 Irlo Bronson Memorial Hwy	34747	321-404-8029	KBP Inspired, LLC
FL	KISSIMMEE	5556	219 W VINE ST	34741	407-993-6395	KBP Inspired, LLC
FL	LADY LAKE	7882	550 N. HWY 27/441	32159	352-391-5257	KBP Inspired, LLC
FL	LAKE MARY	701	4620 W LAKE MARY BLVD	32746-4302	407-333-7901	KBP Inspired, LLC
FL	Lakeland	8977	3524 Lakelands Highlands Rd	33803	863-646-0298	WADE, JOHN
FL	Lakeland	8197	3784 N Rd 98	33809	863-815-8708	WADE, JOHN
FL	LAMONT	6502	5200 S. JEFFERSON ST	32336	850-997-5594	Anabi, Sammer
FL	LARGO	487	12260 SEMINOLE BLVD	33778	727-584-3065	WADE, JOHN
FL	LARGO	1699	6640 ULMERTON RD	33771	727-536-2835	WADE, JOHN
FL	LEE	8225	3204 SE COUNTY RD 255	32059	850-971-4115	LOVE'S COUNTRY STORES, INC.
FL	Leesburg	8153	10601 US-441	34788	352-672-9880	KBP Inspired, LLC
FL	Lehigh Acres	7978	1240 HOMESTEAD RD NORTH	33936	239-303-2968	WADE, JOHN
FL	LIGHTHOUSE POINT	30	3780 N FEDERAL HWY	33064-6610	954-943-6649	WADE, JOHN
FL	MADISON	6555	3907 SW STATE RD 14	32340	850-973-9872	Anabi, Sammer
FL	MARIANNA	6511	2209 HWY 71	32448	850-482-8999	PILOT TRAVEL CENTERS LLC
FL	Melbourne	9011	4705 North Wickham Rd	32935	772-205-3021	KBP Inspired, LLC
FL	MERRITT ISLAND	1704	920 N COURTENAY PKWY	32953-4532	321-459-2944	KBP Inspired, LLC
FL	MIAMI	39	11500 SW 72ND ST	33173-2668	305-275-9150	WADE, JOHN
FL	Milton	8856	3840 Garcon Point Road	32583	850-564-2654	LOVE'S COUNTRY STORES, INC.
FL	MOORE HAVEN	8575	23073 NORTH US HWY 27	33471	863-946-0804	LOVE'S COUNTRY STORES, INC.
FL	NAPLES	6401	2436 PINE RIDGE RD	34109-2007	239-434-2264	WADE, JOHN
FL	NEW PORT RICHEY	6185	7125 STATE ROAD 54	34653	727-372-7978	WADE, JOHN
FL	OCALA	226	2811 SW COLLEGE RD	34474-4425	352-619-0829	KBP Inspired, LLC
FL	OCALA	8298	2150 N.E. 49TH COURT RD	34470	352-433-2111	LEHMAN, SCOTT
FL	OCALA	7416	4032 W HIGHWAY 326	34482-7612	352-867-0084	PILOT TRAVEL CENTERS LLC
FL	OCOEE	5768	11193 W COLONIAL DR	34761-2978	407-934-9864	KBP Inspired, LLC
FL	OKEECHOBEE	5541	417 S PARROTT AVE	34974	863-623-5765	WADE, JOHN
FL	ORANGE CITY	1984	2495 ENTERPRISE RD	32763-7959	386-775-9322	KBP Inspired, LLC
FL	Orlando	8135	8132 Lee Vista Blvd	32829	407-934-9758	KBP Inspired, LLC
FL	ORLANDO	8115	1174 S. KIRKMAN RD.	32835	407-934-9914	KBP Inspired, LLC

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
FL	ORLANDO	7382	4025 E COLONIAL DR	32803-5211	407-934-9913	KBP Inspired, LLC
FL	ORLANDO	5927	2600 S ORANGE AVE	32806-4548	407-934-9803	KBP Inspired, LLC
FL	ORMOND BEACH	8035	380 W. GRANADA BLVD.	32174	386-659-3371	KBP Inspired, LLC
FL	ORMOND BEACH	7779	1657 US HIGHWAY 1	32174	386-671-9585	LOVE'S COUNTRY STORES, INC.
FL	OVIEDO	8104	951 LOCKWOOD BLVD.	32765	407-366-3430	KBP Inspired, LLC
FL	Palm Bay	8860	748 Palm Bay Road NE	32905-3755	321-733-2119	KBP Inspired, LLC
FL	PALM BAY	269	1156 MALABAR RD SE	32907-3253	321-727-9767	KBP Inspired, LLC
FL	PALM BEACH GARDENS	5185	3802 NORTHLAKE BLVD	33410	561-775-7505	WADE, JOHN
FL	Palmetto	8923	803 10th Street East	34221	941-981-3438	WADE, JOHN
FL	Parrish	8922	11507 US 301 North	34219	941-981-9121	WADE, JOHN
FL	PEMBROKE PINES	238	11755 PINES BLVD	33026-4110	954-436-9227	WADE, JOHN
FL	PLANT CITY	135	1909 FRONTAGE RD	33563	813-719-3321	WADE, JOHN
FL	POLK CITY	7411	1800 STATE ROAD 559	33868-9368	863-984-8069	LOVE'S COUNTRY STORES, INC.
FL	PORT CHARLOTTE	8572	395 KINGS HWY	33983	941-883-6768	WADE, JOHN
FL	CHARLOTTE	6153	1380 TAMIAMI TRAIL	33948	941-255-0213	WADE, JOHN
FL	Port Orange	8149	1058 Dunlawton Ave	32127	386-756-4575	KBP Inspired, LLC
FL	PORT RICHEY	1310	10442 U S HWY 19	34668	727-868-4606	WADE, JOHN
FL	PORT ST. LUCIE	7772	1621 NW ST. LUCIE WEST BLVD.	34986	772-204-8877	WADE, JOHN
FL	PORT ST. LUCIE	6273	10055 S FEDERAL HWY	34952	772-335-8006	WADE, JOHN
FL	PUNTA GORDA	7265	26505 JONES LOOP RD	33950	941-637-1434	PILOT TRAVEL CENTERS LLC
FL	Riverview	8754	10059 S US Hwy 301	33578	813-515-6440	WADE, JOHN
FL	ROCKLEDGE	1737	1050 US HWY 1	32955-2716	321-248-2001	KBP Inspired, LLC
FL	ROYAL PALM BEACH	7555	9970 BELVEDERE RD	33411-3518	561-651-0706	WADE, JOHN
FL	SANFORD	8001	3725 ORLANDO BLVD	32773	321-325-8311	KBP Inspired, LLC
FL	SARASOTA	6536	5980 CATTLERIDGE BLVD	34232	941-379-2729	WADE, JOHN
FL	SEBRING	1695	3440 US HWY 27 S	33870	863-382-3646	WADE, JOHN
FL	SEFFNER	7324	11706 TAMPA GATEWAY BLVD	33584	813-262-1560	TRAVELCENTERS OF AMERICA
FL	Spring Hill	8756	1135 Commercial Way	34606	352-835-7385	WADE, JOHN
FL	ST. PETERSBURG	97	9597 4TH ST N	33702-2513	727-578-5751	WADE, JOHN
FL	ST. PETERSBURG	47	571 34TH ST N	33713-9024	727-323-4210	WADE, JOHN
FL	STUART	7518	3330 SE FEDERAL HWY	34997-4914	772-219-8280	WADE, JOHN

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FL	SUNRISE	128	12901 W SUNRISE BLVD	33323-0903	954-514-3401	WADE, JOHN
FL	TAMPA	1134	AVE	33610	813-543-9800	WADE, JOHN
FL	TARPON SPRINGS	156	40972 US HWY 19 N	34689	727-942-8810	WADE, JOHN
FL	THE VILLAGES	8217	4130 WEDGEWOOD LN	32162	352-391-5922	LEHMAN, SCOTT
FL	TITUSVILLE	1697	3620 S WASHINGTON AVE	32796	321-336-9951	KBP Inspired, LLC
FL	VALRICO	8240	3370 SR 60 EAST	33594	813-654-0195	WADE, JOHN
FL	Venice	9028	19411 Times Circle	34292	941-218-4114	WADE, JOHN
FL	VENICE	1350	430 US HWY 41 BYPASS	34292	941-488-7500	WADE, JOHN
FL	VERO BEACH	6124	1605 S US HWY 1	32960-5542	772-770-1281	WADE, JOHN
FL	WESLEY CHAPEL	7414	1009 BRUCE B DOWNS BLVD	33544-9257	813-994-6133	WADE, JOHN
FL	WEST MELBOURNE	1636	2300 W NEW HAVEN AVE	32904-3708	321-951-9082	KBP Inspired, LLC
FL	Wildwood	9042	4922 C 466-A	34785	999-999-9999	KBP Inspired, LLC
FL	Winter Garden	8179	3331 Daniels Road	34787	407-654-6045	KBP Inspired, LLC
FL	WINTER HAVEN	1665	1625 3RD ST SW	33880	863-293-6078	WADE, JOHN
FL	WINTER SPRINGS	5423	1305 TUSKAWILLA RD	32708-5064	407-934-9781	KBP Inspired, LLC
FL	ZEPHYRHILLS	5906	7446 GALL BLVD	33541-4310	813-783-3877	WADE, JOHN
GA	ATHENS	1681	2010 BARNETT SHOALS RD	30605-3602	706-353-3154	WADE, JOHN
GA	ATHENS	255	2362 W BROAD ST	30606	706-549-5960	WADE, JOHN
GA	ATLANTA	7749	6000 NORTH TERMINAL PARKWAY	30320	404-762-5088	HOJEIJ BRANDED FOODS, LLC
GA	BAXLEY	8679	605 EAST PARKER STREET	31513	912-705-5552	WILEY, ARGUS
GA	BLUE RIDGE	6844	15 PROGRESS CIRCLE	30513	706-632-0104	RESTAURANT MANAGEMENT, INC.
GA	Buford	9051	4996 Lake Lanier Island	30518	470-238-8036	WADE, JOHN
GA	BYRON	6920	2965 HWY 247 C	31008	478-956-2457	PILOT TRAVEL CENTERS LLC
GA	CALHOUN	5332	1098 RED BUD RD	30701	706-625-2832	BEAMER, PHILIP
GA	CHATSWORTH	7706	1107 NORTH 3RD AVENUE	30705	706-695-1220	RESTAURANT MANAGEMENT, INC.
GA	Clayton	9052	485 Highway 441 South	30525	706-782-5324	WADE, JOHN
GA	Columbus	8853	6840 Midland Commons Blvd	31909	762-583-4540	Kuzminsky, Michael
GA	COLUMBUS	8291	5401 WHITTLESEY BLVD.	31904	706-317-4865	Kuzminsky, Michael
GA	COLUMBUS	1055	2627 MANCHESTER EXPY	31904-5206	706-530-5404	Kuzminsky, Michael
GA	COLUMBUS	666	1503 VETERAN'S PKWY	31901	706-324-3880	Kuzminsky, Michael
GA	COMMERCE	5007	30487 HWY 441 S	30529	706-335-6112	WADE, JOHN

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GA	CORDELE	7417	2201 E 16TH AVE	31015-5376	229-271-6382	PILOT TRAVEL CENTERS LLC
GA	CORNELIA	5138	342 HISTORIC HIGHWAY 441 N	30531-5721	706-778-1573	WADE, JOHN
GA	Covington	9054	12500 Town Center Drive	30014	000-000-0000	WADE, JOHN
GA	DALTON	6180	244 CONNECTOR 3 SW	30720	706-277-3002	PILOT TRAVEL CENTERS LLC
GA	DALTON	7350	2101 E WALNUT AVE	30721	706-271-0706	RESTAURANT MANAGEMENT, INC.
GA	DUBLIN	7239	2109 VETERANS BLVD	31021	478-272-9855	Kuzminsky, Michael
GA	DUBLIN	6274	2144 US HWY 441 S	31021	478-272-9002	Kuzminsky, Michael
GA	Ellabell	8812	11151 Hwy 280 East	31308	912-851-2729	LOVE'S COUNTRY STORES, INC.
GA	FORT OGLETHORPE	1210	2392 LAFAYETTE RD	30742-3795	706-866-5874	RESTAURANT MANAGEMENT, INC.
GA	FT. BENNING	8479	MERCHANT STREET and OARK STREET	31905	706-689-1321	AAFES
GA	HARTWELL	6622	15 E FRANKLIN	30643	706-376-3803	WALDSMITH, DANIEL
GA	Hazlehurst	8908	66 S Tallahassee St	31539	912-551-9324	WILEY, ARGUS
GA	HOGANSVILLE	8224	1621 BASS CROSS RD	30230	706-637-4312	LOVE'S COUNTRY STORES, INC.
GA	JEFFERSON	5659	4894 HIGHWAY 129 N	30549-2513	706-693-2464	WADE, JOHN
GA	Jesup	8776	752 South 1st Street	31545	912-202-9659	WILEY, ARGUS
GA	LA FAYETTE	6478	1103B N MAIN ST	30728	706-638-0363	RESTAURANT MANAGEMENT, INC.
GA	LA GRANGE	7685	2383 WHITESVILLE ROAD	30240	706-882-4068	Kuzminsky, Michael
GA	LA GRANGE	1118	115 NEW FRANKLIN RD	30240	706-884-2400	Kuzminsky, Michael
GA	LAKE PARK	7277	6901 BELLVILLE RD	31636	229-559-5113	TRAVELCENTERS OF AMERICA
GA	Lavonia	9060	13612 Jones Street	30553	706-967-2830	WADE, JOHN
GA	MACON	6596	4500 FORSYTH RD	31210-4528	478-477-0023	Kuzminsky, Michael
GA	MACON	5538	975 GRAY HWY	31211-1855	478-746-3763	Kuzminsky, Michael
GA	MACON	713	3100 RIVERSIDE DR	31210-2516	478-475-0713	Kuzminsky, Michael
GA	MACON	162	3952 PIO NONO AVE	31206	478-788-9131	Kuzminsky, Michael
GA	MILLEDGEVILLE	5468	2500 N COLUMBIA ST	31061	478-452-1707	WADE, JOHN
GA	PERRY	8670	1406 SAM NUNN BLVD.	31069	478-224-1215	Kuzminsky, Michael
GA	Ringgold	8681	66 Poplar Springs Rd	30736	706-937-2729	RESTAURANT MANAGEMENT, INC.
GA	THOMSON	6736	1825 WASHINGTON RD	30824	706-597-1101	WADE, JOHN

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
GA	TOCCOA	5373	1206 BIG A ROAD S	30577-3810	706-886-7264	WADE, JOHN
GA	Warner Robins	8960	709 Lake Joy Road	31088	470-491-2770	Kuzminsky, Michael
GA	WARNER ROBINS	5819	103 RUSSELL PKWY	31088-6164	478-923-0418	Kuzminsky, Michael
GA	WARNER ROBINS	1741	2061 WATSON BLVD	31093-3601	478-923-4315	Kuzminsky, Michael
GA	WINDER	5223	46 E MAY ST	30680	770-867-6810	WADE, JOHN
HI	AIEA	1641	98-1005 MOANALUA RD SPC 238	96701-4773	808-487-2729	NAM, OK H
HI	WAIPAHU	5986	94-866 MOLOALO ST	96797	808-677-5342	NAM, OK H
IA	ALTOONA	7146	3553 8TH ST SW	50009	515-957-9556	DRM, INC.
IA	AMES	7063	2722 EAST 13TH STREET	50010	515-233-1670	DRM, INC.
IA	AMES	5537	409 S DUFF AVE	50010-6601	515-232-0867	DRM, INC.
IA	ANKENY	5722	1017 E 1ST ST	50021	515-964-1135	DRM, INC.
IA	BETTENDORF	7213	3525 MIDDLE RD	52722	563-823-0115	TURBO RESTAURANTS
IA	BURLINGTON	6078	405 S ROOSEVELT AVE	52601-1685	319-754-8046	VOTAW, JIM
IA	CARROLL	7758	1515 PLAZA DRIVE	51401	712-775-2729	DRM, INC.
IA	CEDAR FALLS	6022	6018 UNIVERSITY AVE	50613	319-266-3627	DRM, INC.
IA	CEDAR RAPIDS	7953	2635 BLAIRS FERRY RD	52402	319-832-1020	DRM, INC.
IA	CEDAR RAPIDS	6135	1417 FIRST AVE SE	52403	319-366-2566	DRM, INC.
IA	CEDAR RAPIDS	1722	1333 EDGEWOOD RD SW	52404	319-366-5357	DRM, INC.
IA	CEDAR RAPIDS	1637	235 COLLINS RD	52402	319-393-7447	DRM, INC.
IA	CLEAR LAKE	7579	1212 N 24th ST	50428	641-357-3462	DRM, INC.
IA	CLINTON	7939	2601 LINCOLN WAY	52732	563-243-2547	TURBO RESTAURANTS
IA	CLIVE	7912	15701 HICKMAN RD	50325	515-987-2999	DRM, INC.
IA	COUNCIL BLUFFS	1775	3313 W BROADWAY	51501-3360	712-328-1637	D'Agosto, Andrew
IA	COUNCIL BLUFFS	6534	2647 S 24TH ST	51501	712-322-0370	PILOT TRAVEL CENTERS LLC
IA	DAVENPORT	8410	8255 NORTHWEST BLVD.	52806	563-386-3482	LOVE'S COUNTRY STORES, INC.
IA	DAVENPORT	1395	3410 BRADY ST	52806-6120	563-391-9106	TURBO RESTAURANTS
IA	DES MOINES	8464	6300 SE 14TH STREET	50320	515-287-6831	DRM, INC.
IA	DES MOINES	5944	208 JOHNSON CT	50316-3972	515-265-1957	DRM, INC.
IA	DUBUQUE	6573	10 MAIN ST	52001-7625	563-557-0531	DRM, INC.
IA	DUBUQUE	5085	1755 JOHN F KENNEDY RD	52002-5103	563-582-8629	DRM, INC.
IA	EVANSDALE	8213	400 EVANSDALE DR	50707	319-234-0085	DRM, INC.
IA	Fort Dodge	8722	2908 5th Ave S	50501	515-735-3013	DRM, INC.
IA	Grimes	8930	1201 East 1st Street	50111	515-410-2656	DRM, INC.
IA	HOLLAND	7715	16250 N. AVENUE	50642	319-824-2728	Amiel, Lissette
IA	INDIANOLA	7588	408 N JEFFERSON	50125	515-961-2255	DRM, INC.

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IA	IOWA CITY	6829	3 HIGHWAY 1 W	52246-4243	319-887-1041	DRM, INC.
IA	Keokuk	8842	3444 Main Street	52632	319-313-8275	TURBO RESTAURANTS
IA	LeMars	9022	2280 Key Avenue Southwest	51031	712-539-4016	LOVE'S COUNTRY STORES, INC.
IA	Marion	8757	2931 7th Ave	52302	319-200-1143	DRM, INC.
IA	Marshalltown	8989	3405 South Center Street	50158	641-752-0321	VOTAW, JIM
IA	MASON CITY	1018	2401 4TH ST SW	50401	641-423-2264	DRM, INC.
IA	MISSOURI VALLEY	1859	123 N WILLOW RD	51555	712-642-5722	SULLIVAN, FRANCIS
IA	MT. PLEASANT	8456	1300 NORTH GRANDE AVE.	52641	319-385-1298	PILOT TRAVEL CENTERS LLC
IA	MUSCATINE	6448	412 CLEVELAND ST	52761-5800	563-262-4009	TURBO RESTAURANTS
IA	NEWTON	6991	400 IOWA SPEEDWAY DR.	50208	641-792-1444	DRM, INC.
IA	NORTH LIBERTY	8586	2350 WEST PENN ST.	52317	319-665-2469	DRM, INC.
IA	NORWALK	8614	9301 MARKET PLACE DR.	50211	515-207-7348	DRM, INC.
IA	OSCEOLA	7365	105 ARIEL CIRCLE	50213-9700	641-342-1400	DRM, INC.
IA	OTTUMWA	6883	1130 N QUINCY AVE	52501-3800	641-682-2371	DRM, INC.
IA	PELLA	7307	903 W 16TH ST	50219	641-628-1713	DRM, INC.
IA	Pleasant Hill	8880	5400 East University Avenue	50327	515-330-1119	DRM, INC.
IA	SIOUX CITY	7027	5800 GORDON DR	51106	712-274-1666	WADE, JOHN
IA	SIOUX CITY	5427	919 GORDON DR	51102	712-277-2525	WADE, JOHN
IA	SPENCER	7121	706 11TH ST SW	51301-5560	712-262-4960	WADE, JOHN
IA	SPIRIT LAKE	8428	3501 HWY 71 SOUTH	51360	712-336-2993	WADE, JOHN
IA	STORM LAKE	8316	1611 LAKE AVE.	50588	712-213-9718	WADE, JOHN
IA	URBANDALE	7496	4920 86TH ST	50322-1049	515-334-9010	DRM, INC.
IA	URBANDALE	6504	2919 100TH ST	50322	515-278-5416	DRM, INC.
IA	WATERLOO	6261	3657 KIMBALL AVE	50702	319-233-4147	DRM, INC.
IA	WEST DES MOINES	7716	1700 WEST 22ND STREET	50266	515-440-3599	DRM, INC.
IA	WEST DES MOINES	6485	7241 VISTA DR	50266	515-225-4874	DRM, INC.
IA	WILLIAMSBURG	6195	335 E EVANS ST	52361	319-668-9338	DRM, INC.
ID	BLACKFOOT	7738	1243 PARKWAY DRIVE	83221	208-785-0174	COSPER, SEAN
ID	BOISE	7311	3500 S FINDLEY AVE	83705	208-344-0300	Flynn Group (RB American)
ID	BOISE	6972	989 N MILWAUKEE	83704	208-672-8807	Flynn Group (RB American)
ID	BURLEY	6955	594 N OVERLAND AVE.	83318	208-678-8426	COSPER, SEAN
ID	CHUBBUCK	7951	4501 YELLOWSTONE AVENUE	83202	208-237-0984	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
ID	COEUR D'ALENE	1543	604 W APPLEWAY AVE	83814	208-765-1958	Flynn Group (RB American)
ID	EAGLE	8627	2892 EAST STATE ST.	83616	208-938-1739	Flynn Group (RB American)
ID	HAYDEN	6852	181 W PRAIRIE AVENUE	83835	208-762-3653	Flynn Group (RB American)
ID	IDAHO FALLS	6735	1547 W BROADWAY	83402	208-542-6066	SKIDMORE, DIANNA
ID	IDAHO FALLS	5188	2130 E 17TH ST	83404-6465	208-524-2521	SKIDMORE, DIANNA
ID	Kuna	9069	1549 East Profile Lane	83634	208-844-4855	Flynn Group (RB American)
ID	LEWISTON	6579	248 THAIN RD	83501	208-798-8000	FINCH, BRUCE
ID	LEWISTON	1525	2117 8th AVE	83501	208-746-7227	FINCH, BRUCE
ID	MERIDIAN	7190	1270 N EAGLE RD	83642	208-855-9599	Flynn Group (RB American)
ID	MOSCOW	1684	150 PETERSON DR	83843-2177	208-882-4223	FINCH, BRUCE
ID	MOUNTAIN HOME	7103	1050 HWY 20	83647	208-587-4944	PILOT TRAVEL CENTERS LLC
ID	Nampa	8654	611 12th Avenue Road	83686	208-465-1719	Flynn Group (RB American)
ID	NAMPA	7569	1360 NAMPA CALDWELL BLVD	83651-1724	208-442-2969	Flynn Group (RB American)
ID	POCATELLO	1909	791 YELLOWSTONE AVE	83201	208-233-3445	Flynn Group (RB American)
ID	REXBURG	6246	478 N 2ND E	83440	208-359-1345	POCOCK, RAY
ID	Rigby	8831	445 Farnsworth Way, Suite B	83442	208-228-5613	POCOCK, RAY
ID	SANDPOINT	6248	420 5TH AVE	83864	208-263-3104	SANDPOINT FOODS, LTD
ID	TWIN FALLS	1598	424 BLUE LAKES BLVD. N	83301	208-734-8775	Flynn Group (RB American)
IL	ANTIOCH	7708	501 E. ROUTE 173	60002	847-395-0961	LUNAN CORPORATION
IL	AURORA	7915	2330 WEST INDIAN TRAIL RD	60506	630-907-9451	LUNAN CORPORATION
IL	BELLEVILLE	8309	5790 BELLEVILLE CROSSING ST	62226	618-355-7564	Flynn Group (RB American)
IL	BELVIDERE	5574	2010 N STATE ST	61008	815-547-6100	GUGNANI, AMAR
IL	BENTON	7302	615 W MAIN ST	62812-1365	618-435-8183	WADE, JOHN
IL	BETHALTO	7243	2 AIRWAY CT	62010	618-258-0571	Flynn Group (RB American)
IL	BLOOMINGTON	8638	1601 MORRISSEY DR	61704	309-808-2319	TURBO RESTAURANTS
IL	BLOOMINGTON	1660	1808 W MARKET ST	61701	309-829-6214	TURBO RESTAURANTS
IL	BOURBONNAIS	8446	1512 N. COVENT ST	60914	815-401-5405	TURBO RESTAURANTS
IL	BRADLEY	5345	820 E NORTH ST	60915	815-932-4003	TURBO RESTAURANTS
IL	Canton	9084	260 N Main St	61520	309-326-5090	TURBO RESTAURANTS
IL	CARBONDALE	6758	1384 E MAIN ST	62901-3155	618-457-2088	WADE, JOHN
IL	Carmi	10074	1746 Falcon Ave	62821	618-380-4670	Malhotra, Manish & Stephens, Henry J.
IL	CHAMPAIGN	7402	2310 S NEIL ST	61820-7508	217-398-5677	TURBO RESTAURANTS
IL	CHAMPAIGN	24	1913 W SPRINGFIELD AVE	61820	217-356-0622	TURBO RESTAURANTS

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	Channahon	8829	23801 West Bluff Road	60410	815-860-6645	LOVE'S COUNTRY STORES, INC.
IL	CHARLESTON	5130	310 LINCOLN AVENUE	61920	217-348-5144	MYERSCOUGH, JERRY
IL	CHATHAM	8518	105 INDEPENDENCE BLVD	62629	217-697-5555	MYERSCOUGH, JERRY
IL	CHICAGO	8243	5 N. WELLS ST	60606	312-345-1771	ANDANI, ABDUL AZIZ (Deceased)
IL	Chicago Heights	8739	207 South Halsted Street	60411	312-254-6291	TEAMLYDERS, LLC
IL	COLLINSVILLE	5210	4 EASTPORT PLAZA DR	62234	618-345-5540	TURBO RESTAURANTS
IL	CRYSTAL LAKE	1717	6000 NORTHWEST HWY	60014	815-455-2346	MIRACLE RESTAURANT GROUP, LLC
IL	DANVILLE	1213	3190 N VERMILION DR	61832	217-443-5169	TURBO RESTAURANTS
IL	DANVILLE	247	143 S GILBERT ST	61832	217-446-2636	TURBO RESTAURANTS
IL	DE KALB	5930	2000 SYCAMORE RD	60115	815-748-4900	GUGNANI, AMAR
IL	DECATUR	6272	1925 MT ZION RD	62521	217-864-3820	MYERSCOUGH, JERRY
IL	DECATUR	6074	4303 PROSPECT DRIVE	62524	217-876-1600	MYERSCOUGH, JERRY
IL	DECATUR	636	1495 E PERSHING RD	62526	217-877-7117	TURBO RESTAURANTS
IL	Dixon	8753	1650 S. Galena Avenue	61021	815-677-9153	TURBO RESTAURANTS
IL	GROVE	5517	2910 SOUTH FINLEY ROAD	60515	630-916-7470	LUNAN CORPORATION
IL	EAST PEORIA	7405	105 RIVER RD	61611-7211	309-698-0602	TURBO RESTAURANTS
IL	EDWARDSVILLE	6312	1800 TROY RD	62025	618-656-7400	Flynn Group (RB American)
IL	EFFINGHAM	5144	1401 THELMA KELLER AVE	62401-4585	217-342-6615	TURBO RESTAURANTS
IL	ELMHURST	402	340 N YORK RD	60126	630-530-0072	MIRACLE RESTAURANT GROUP, LLC
IL	FAIRVIEW HEIGHTS	1122	1 MARKET PL	62208-2013	618-397-2800	Flynn Group (RB American)
IL	FREEPORT	5582	1884 S WEST AVE	61032-6712	815-235-6100	GUGNANI, AMAR
IL	GALESBURG	254	1661 N HENDERSON ST	61401	309-344-2591	Smith, Bettie
IL	GODFREY	7285	5509 GODFREY RD	62035	618-466-5177	Flynn Group (RB American)
IL	GRANITE CITY	7622	3501 NAMEOKI RD	62040-3722	618-798-9763	Flynn Group (RB American)
IL	GRAYSLAKE	6892	1874 BELVIDERE RD	60030-2289	847-548-1742	MIRACLE RESTAURANT GROUP, LLC
IL	Hampshire	8758	201 Love's Crossing	60140	847-683-7599	LOVE'S COUNTRY STORES, INC.
IL	HARRISBURG	7294	5 SMALL ST	62946-3336	618-252-6658	WADE, JOHN
IL	Herrin	8055	1701 South Park Avenue	62948	618-988-9299	WADE, JOHN
IL	Homer Glen	8988	13900 S Bell Road	60491	708-966-4961	MERCHANT, FAISAL (DESCD)
IL	JACKSONVILLE	7539	1117 W MORTON AVE	62650-2880	217-245-9277	TURBO RESTAURANTS

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	JERSEYVILLE	6834	1302 SOUTH STATE STREET	62052	618-498-1199	Flynn Group (RB American)
IL	KANKAKEE	8388	3333 S. ROUTE 45/52	60901	815-929-1661	LOVE'S COUNTRY STORES, INC.
IL	Kewanee	8848	131 West South Street	61443	309-590-5082	TURBO RESTAURANTS
IL	LEROY	7993	505 SOUTH PERSIMMON DR	61752	309-962-3050	LOVE'S COUNTRY STORES, INC.
IL	LINCOLN	7948	1008 HEITMANN DR	62656	217-732-6718	TURBO RESTAURANTS
IL	LITCHFIELD	7484	3 CORVETTE DR	62056-1090	217-324-6770	Flynn Group (RB American)
IL	Lockport	8705	16545 W 159th Street	60441	815-552-2480	MERCHANT, FAISAL (DESCD)
IL	LOVES PARK	1000	6233 N SECOND ST	61111	815-633-3038	DRM, INC.
IL	MACHESNEY PARK	6874	10141 N 2ND ST	61115	815-636-2534	DRM, INC.
IL	Macomb	8832	1614 East Jackson Street	61455	309-837-1482	TURBO RESTAURANTS
IL	MAHOMET	7305	207 N LOMBARD	61853	217-586-3406	TURBO RESTAURANTS
IL	MARION	5358	1301 NORTH CARBON STREET	62959	618-997-5040	WADE, JOHN
IL	MARSHALL	6998	1803 STATE HWY 1	62441	217-826-9074	TURBO RESTAURANTS
IL	MATTOON	5460	815 CHARLESTON AVE	61938	217-234-7035	MYERSCOUGH, JERRY
IL	MINOOKA	6840	301 RIDGE RD	60447	815-467-5327	PILOT TRAVEL CENTERS LLC
IL	MOLINE	1522	4520 16TH ST	61265	309-762-7389	TURBO RESTAURANTS
IL	MOLINE	1472	2210 48TH ST	61265	309-764-1589	TURBO RESTAURANTS
IL	Monmouth	8804	1125 N. Main Street	61462	309-760-8272	TURBO RESTAURANTS
IL	MORRIS	8244	1435 COMMONS DR	60450	815-941-2678	TURBO RESTAURANTS
IL	Morton	8865	133 East Ashland St.	25193	309-284-0064	TURBO RESTAURANTS
IL	MOUNT VERNON	6319	103 POTOMAC DR	62864-6720	618-244-4211	WADE, JOHN
IL	NAPERVILLE	5924	296 S STATE ROUTE 59	60540-3923	630-717-4944	LUNAN CORPORATION
IL	NILES	762	7001 W DEMPSTER AVE	60714	847-967-1245	MIRACLE RESTAURANT GROUP, LLC
IL	NORTH CHICAGO	1397	2539 GREENBAY RD	60064	847-689-1200	MIRACLE RESTAURANT GROUP, LLC
IL	Olney	8852	1503 S. West St.	62450	618-320-6039	LOVE'S COUNTRY STORES, INC.
IL	Orland Park	8787	15765 South Harlem Avenue	60462	708-549-3420	MERCHANT, FAISAL (DESCD)
IL	OTTAWA	7526	4131 COLUMBUS ST	61350-9539	815-433-1304	TURBO RESTAURANTS
IL	Paris	9024	210 West Jasper Street	61944	217-712-2449	MYERSCOUGH, JERRY

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IL	PEKIN	768	1301 COURT ST	61554	309-347-8565	TURBO RESTAURANTS
IL	PEORIA	7525	9015 N ALLEN RD	61615-1536	309-689-5411	TURBO RESTAURANTS
IL	PEORIA	6332	3818 W. WAR MEMORIAL DR	61615	309-692-0205	TURBO RESTAURANTS
IL	PERU	5846	1530 MAY ROAD: R.R. 1	61354	815-223-5735	LUNAN CORPORATION
IL	PONTIAC	5936	1616 WEST REYNOLDS ST	61764	815-842-1411	TURBO RESTAURANTS
IL	QUINCY	7464	2541 BROADWAY ST	62301-3257	217-223-6012	TURBO RESTAURANTS
IL	RANTOUL	6861	760 W CHAMPAIGN ST	61866	217-892-5144	MYERSCOUGH, JERRY
IL	Robinson	9059	1308 W. Main Street	62454	618-421-1050	MYERSCOUGH, JERRY
IL	ROCHELLE	6843	328 EAST HIGHWAY 38	61068	815-561-9400	GUGNANI, AMAR
IL	ROCK FALLS	6971	1041 1ST AVE	61071	815-626-9171	TURBO RESTAURANTS
IL	ROCKFORD	8519	241 NORTH PHELPS AVE.	61108	779-423-0323	DRM, INC.
IL	ROCKFORD	7667	3916 W RIVERSIDE BLVD	61101-9507	815-963-2258	DRM, INC.
IL	ROCKFORD	7269	7163 CHARLES ST	61112	815-332-9263	DRM, INC.
IL	ROCKFORD	5780	1510 SANDY HOLLOW RD	61109-2125	815-229-6606	DRM, INC.
IL	Romeoville	8894	474 South Weber Road	60446	779-234-6943	MERCHANT, FAISAL (DESCD)
IL	ROSCOE	7945	4733 EAST ROCKTON RD	61073	815-389-1981	DRM, INC.
IL	ROUND LAKE BEACH	5900	776 E ROLLINS RD	60073-1340	847-546-1110	MIRACLE RESTAURANT GROUP, LLC
IL	SALEM	7557	1840 W MAIN ST	62881-5838	618-548-8980	Flynn Group (RB American)
IL	SHILOH	7654	3180 GREEN MOUNT CROSSING DR	62269-7282	618-628-2187	Flynn Group (RB American)
IL	SPRINGFIELD	6691	3201 NORTHFIELD DR	62702-1400	217-523-7388	MYERSCOUGH, JERRY
IL	SPRINGFIELD	6969	3300 S 6TH ST	62703	217-529-6699	TURBO RESTAURANTS
IL	SPRINGFIELD	6158	3101 VETERANS PKWY	62704	217-546-8088	TURBO RESTAURANTS
IL	SPRINGFIELD	5463	3009 S DIRKSEN PKWY	62703	217-529-8766	TURBO RESTAURANTS
IL	ST. CHARLES	1413	1534 EAST MAIN STREET	60174	630-584-3611	LUNAN CORPORATION
IL	STREAMWOOD	7783	520 S. SUTTON ROAD	60107	630-497-9109	LUNAN CORPORATION
IL	TAYLORVILLE	7025	932 W SPRINGFIELD RD	62568	217-824-2844	MYERSCOUGH, JERRY
IL	TINLEY PARK	7982	7220 WEST 191ST STREET	60477	815-464-1258	LUNAN CORPORATION
IL	TROY	6743	820 EDWARDSVILLE RD	62294-1327	618-667-1082	PILOT TRAVEL CENTERS LLC
IL	URBANA	249	509 N CUNNINGHAM	61801	217-367-5624	TURBO RESTAURANTS
IL	VANDALIA	7997	721 VETERAN'S PWKY	62471	618-283-9385	Flynn Group (RB American)
IL	Wadsworth	8811	43100 US Hwy 41	60002	847-599-9186	LOVE'S COUNTRY STORES, INC.
IL	WASHINGTON	7562	2275 WASHINGTON RD	61571-1958	309-745-3655	TURBO RESTAURANTS

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IL	WATERLOO	7261	721 N MARKET ST	62298	618-248-4843	Flynn Group (RB American)
IL	WOODRIDGE	5053	1950 W 75TH ST	60517	630-852-5356	LUNAN CORPORATION
IN	BATESVILLE	5535	STATE RD 229 and STATE RD 46 E	47006	812-934-5015	RESTAURANT MANAGEMENT, INC.
IN	BEDFORD	5709	3216 29TH ST	47421-5263	812-279-3500	TURBO RESTAURANTS
IN	BLOOMINGTON	7122	3601 W STATE RD 46	47404	812-935-8686	TURBO RESTAURANTS
IN	BLOOMINGTON	1043	3300 W THIRD ST	47404	812-334-1657	TURBO RESTAURANTS
IN	BLOOMINGTON	60	2713 E THIRD ST	47401	812-332-1665	TURBO RESTAURANTS
IN	BROOKVILLE	5649	11131 US 52	47012-7940	765-647-5076	WADE, JOHN
IN	CAMBRIDGE CITY	8420	1534 N. STATE ROAD 1	47327	765-478-5556	SINGH, MANJIT (MANNY)
IN	CARMEL	5497	15130 Thatcher Lane	46032	317-844-2729	TURBO RESTAURANTS
IN	CHESTERTON	6514	706 PLAZA DR	46304	219-921-0295	WADE, JOHN
IN	COLUMBUS	6714	3450 JONATHAN MOORE PIKE	47201	812-378-5277	TURBO RESTAURANTS
IN	COLUMBUS	730	2005 E 25 ST	47201	812-376-6517	TURBO RESTAURANTS
IN	COVINGTON	7120	16502 N STATE RD 63	47932-7042	765-793-7287	PILOT TRAVEL CENTERS LLC
IN	CRAWFORDSVILL E	5852	1518 S WASHINGTON ST	47933-3813	765-364-0666	WADE, JOHN
IN	CROWN POINT	5778	1109 N MAIN ST	46307	219-662-7282	WADE, JOHN
IN	Dale	10152	102 Rocket Way	47523	812-937-6418	Jones, Robert Derek
IN	DEMOTTE	8386	11207 W. STREET ROAD 10	46310	219-987-2346	LOVE'S COUNTRY STORES, INC.
IN	EDINBURGH	6539	11999 N US 31	46124	812-526-6880	TURBO RESTAURANTS
IN	ELKHART	7316	465 EMERSON DR	46514	574-262-4343	WADE, JOHN
IN	ELKHART	608	3441 S MAIN ST	46517	574-294-6645	WADE, JOHN
IN	Ferdinand	8814	40 Industrial Park Road	47532	812-367-0951	Malhotra, Manish & Stephens, Henry J.
IN	FRANKFORT	7348	2446 E WABASH ST	46041-9429	765-654-7647	WADE, JOHN
IN	GOSHEN	6705	2022 LINCOLN WAY E	46526	574-534-3347	WADE, JOHN
IN	GREENWOOD	5902	954 E MAIN ST	46143	317-889-7425	TURBO RESTAURANTS
IN	HIGHLAND	758	3915 E RIDGE RD	46322	219-972-9595	MIRACLE RESTAURANT GROUP, LLC
IN	Hobart	8835	8150 E Ridge Rd	46342	219-788-1020	WADE, JOHN
IN	HOBART	7037	4651 W 61st AVE	46342	219-942-9246	WADE, JOHN
IN	Huntingburg	8870	311 East 14th Street	47542	812-684-9494	Malhotra, Manish & Stephens, Henry J.
IN	HUNTINGTON	1920	2702 GUILFORD ST	46750	260-356-7794	TURBO RESTAURANTS

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IN	INDIANAPOLIS	7279	6483 N KEYSTONE AVE	46220	317-202-0680	TURBO RESTAURANTS
IN	INDIANAPOLIS	6492	10877 E WASHINGTON ST	46229	317-897-0555	TURBO RESTAURANTS
IN	INDIANAPOLIS	738	25 S FRANKLIN RD	46219	317-897-7470	TURBO RESTAURANTS
IN	KOKOMO	7487	1536 S DIXON RD	46902-5997	765-236-0105	WADE, JOHN
IN	KOKOMO	7444	1501 E MORGAN ST	46901-2551	765-868-2847	WADE, JOHN
IN	KOKOMO	6374	401 ARROW ST	46902	765-453-2369	WADE, JOHN
IN	KOKOMO	776	1701 E MARKLAND AVE	46901-6233	765-452-9262	WADE, JOHN
IN	LA PORTE	7956	227 PINE LAKE AVENUE	46350	219-362-2600	WADE, JOHN
IN	LA PORTE	1533	1102 W STATE RD 2	46350	219-326-1718	WADE, JOHN
IN	LAFAYETTE	8652	3209 BUILDER DRIVE	47909	765-746-6130	WADE, JOHN
IN	LAFAYETTE	7595	2219 SAGAMORE PKWY S	47905-5111	765-447-1500	WADE, JOHN
IN	LAFAYETTE	6368	4066 STATE ROAD 26 E	47905-4814	765-449-0082	WADE, JOHN
IN	LAWRENCEBURG	1349	895 WEST EADS PARKWAY	47025	812-537-4455	RESTAURANT MANAGEMENT, INC.
IN	LEBANON	6259	1250 W STATE ROAD 32	46052-9501	765-482-5165	WADE, JOHN
IN	LINTON	6747	1600 A STREET NE	47441	812-847-8461	TURBO RESTAURANTS
IN	MARION	1544	2010 S WESTERN AVE	46953	765-664-8524	TURBO RESTAURANTS
IN	MARION	127	1001 N BALDWIN AVE	46952	765-664-2645	TURBO RESTAURANTS
IN	MARTINSVILLE	8485	273 GRAND VALLEY BLVD.	46151	765-315-0391	TURBO RESTAURANTS
IN	MEMPHIS	6907	14013 MEMPHIS BLUE LICK RD	47143	812-294-3680	PILOT TRAVEL CENTERS LLC
IN	MICHIGAN CITY	204	204 W US 20	46360	219-879-0500	Smith, Bettie
IN	MITCHELL	5214	3159 HWY 37	47446	812-849-2729	TURBO RESTAURANTS
IN	MONTICELLO	7325	826 N MAIN ST	47960	574-583-6760	WADE, JOHN
IN	MUNSTER	864	8100 CALUMET AVE	46321	219-836-2006	MIRACLE RESTAURANT GROUP, LLC
IN	PERU	1698	812 W MAIN ST	46970-1743	765-475-0765	WADE, JOHN
IN	PORTAGE	7976	3360 WILLOWCREEK RD	46368	219-762-0751	GREGORY, PAUL D
IN	Princeton	8720	2000 W Broadway St	47670	812-635-0297	Malhotra, Manish & Stephens, Henry J.
IN	RENSSELAER	5403	8848 W STATE ROAD 114	47978	219-866-8385	WADE, JOHN
IN	RICHMOND	7994	215 U.S. ROUTE 40 WEST	47374	765-962-2419	RESTAURANT MANAGEMENT, INC.
IN	RICHMOND	342	3270 EAST MAIN STREET	47374	765-966-4041	RESTAURANT MANAGEMENT, INC.
IN	SCHERERVILLE	6118	700 E US HWY 30	46375	219-322-8184	WADE, JOHN
IN	St. John	8846	10081 Wicker Ave	46373	219-627-3369	MERCHANT, FAISAL (DESCD)
IN	TERRE HAUTE	8553	2345 SOUTH STATE RD 46	47803	812-814-3392	TURBO RESTAURANTS

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
IN	TERRE HAUTE	7082	2155 LAFAYETTE AVE	47805	812-466-0702	TURBO RESTAURANTS
IN	TERRE HAUTE	970	3670 S US HWY 41	47802	812-232-2051	TURBO RESTAURANTS
IN	VALPARAISO	1338	2101 N CALUMET AVE	46383	219-464-4147	WADE, JOHN
IN	VINCENNES	6815	2565 HART ST	47591	812-886-6151	TURBO RESTAURANTS
IN	WARSAW	6474	1980 N DETROIT ST	46580	574-267-6995	POLK, CHRISTOPHER
IN	WASHINGTON	5838	1911 E NATIONAL HWY	47501	812-254-6972	TURBO RESTAURANTS
IN	WEST LAFAYETTE	1029	531 SAGAMORE PKWY W	47906-1439	765-463-2133	WADE, JOHN
IN	Westfield	9047	1399 Chatham Commons Boulevard	46074	317-896-0871	WADE, JOHN
IN	WHITELAND	6639	5115 N 300 E	46184	317-535-8829	LOVE'S COUNTRY STORES, INC.
KS	ABILENE	8683	2200 N BUCKEYE AVE	67410	785-263-3511	Flynn Group (RB American)
KS	ANDOVER	8354	200 E. CLOUD	67002	316-733-1058	Flynn Group (RB American)
KS	ARKANSAS CITY	6903	1321 N SUMMIT STREET	67005	620-442-6947	Flynn Group (RB American)
KS	BONNER SPRINGS	7582	600 TULIP DR	66012	913-441-7949	Flynn Group (RB American)
KS	CHANUTE	8554	3301 NORTH BLUE COMET DR.	66720	620-431-0805	Flynn Group (RB American)
KS	COFFEYVILLE	7440	501 W 11TH ST	67337-5023	620-251-4304	Flynn Group (RB American)
KS	CONCORDIA	8488	1707 LINCOLN ST.	66901	785-243-4299	Flynn Group (RB American)
KS	DERBY	7119	640 N ROCK RD	67037	316-788-2170	Flynn Group (RB American)
KS	DODGE CITY	5602	805 W WYATT EARP BLVD	67801-4251	620-225-7428	Flynn Group (RB American)
KS	EL DORADO	7552	1707 W CENTRAL AVE	67042-2225	316-322-7379	Flynn Group (RB American)
KS	EMPORIA	5613	2711 W US HIGHWAY 50	66801-6354	620-342-6322	Flynn Group (RB American)
KS	Fort Scott	8708	2101 S. Main St.	66701	620-223-1660	Flynn Group (RB American)
KS	GARDEN CITY	1549	1719 E KANSAS PLAZA	67846	620-275-0347	Flynn Group (RB American)
KS	GARDNER	7621	1870 E SANTA FE ST	66030-1504	913-884-2955	Flynn Group (RB American)
KS	GOODLAND	8472	2515 ENTERPRISE RD	67735	785-890-6103	Flynn Group (RB American)
KS	GREAT BEND	5670	3413 10TH ST	67530-3536	620-792-2717	Flynn Group (RB American)
KS	HAYS	1822	3501 VINE STREET	67601-1952	785-625-8080	Flynn Group (RB American)
KS	HUTCHINSON	7733	1423 E 11TH STREET	67501	620-664-5294	Flynn Group (RB American)
KS	HUTCHINSON	1536	910 E 30TH AVE	67501	620-669-0180	Flynn Group (RB American)
KS	INDEPENDENCE	5732	PENNSYLVANIA	67301	620-331-1116	Flynn Group (RB American)
KS	JUNCTION CITY	7712	720 E CHESTNUT ST	66441	785-762-2080	Flynn Group (RB American)
KS	KANSAS CITY	6012	7500 STATE AVE	66102	913-334-4080	Flynn Group (RB American)
KS	LANSING	7967	291 N. MAIN ST	66043	913-727-2420	Flynn Group (RB American)
KS	LAWRENCE	6784	4671 WEST 6TH STREET	66049	785-331-3153	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
KS	LIBERAL	1887	620 N KANSAS AVE	67901	620-626-8901	Flynn Group (RB American)
KS	MANHATTAN	8507	405 MCCALL RD.	66502	785-537-0990	Flynn Group (RB American)
KS	MCPHERSON	5796	2200 E KANSAS AVE	67460	620-241-8835	Flynn Group (RB American)
KS	MISSION	6051	6780 JOHNSON DR	66202	913-384-3375	Flynn Group (RB American)
KS	NEWTON	7583	421 WINDWARD DR	67114-5424	316-282-0902	Flynn Group (RB American)
KS	OLATHE	8338	13790 S. BLACKBOB RD.	66062	913-829-3458	Flynn Group (RB American)
KS	OLATHE	8265	18615 W. 151ST STREET	66062	913-768-1599	Flynn Group (RB American)
KS	OLATHE	7918	18060 W. 119TH ST	66061	913-859-9132	Flynn Group (RB American)
KS	Ottawa	8744	2340 South Princeton Street	66067	785-242-2426	Flynn Group (RB American)
KS	OVERLAND PARK	8381	15021 METCALF AVE.	66223	913-685-1995	Flynn Group (RB American)
KS	OVERLAND PARK	5881	9525 SANTA FE DR	66212	913-383-1700	Flynn Group (RB American)
KS	PAOLA	7570	1 S HEDGE LN	66071	913-294-2504	Flynn Group (RB American)
KS	PARK CITY	8597	910 EAST 53rd STREET NORTH	67219	316-831-9810	Flynn Group (RB American)
KS	PITTSBURG	6221	2715 N. BROADWAY AVENUE	66762	620-231-9333	Flynn Group (RB American)
KS	PRATT	8540	1735 E 1ST STREET	67124	620-672-1912	Flynn Group (RB American)
KS	SALINA	8653	2800 SOUTH 9TH ST.	67401	785-493-8110	Flynn Group (RB American)
KS	SALINA	1323	510 S BROADWAY	67401	785-827-1341	Flynn Group (RB American)
KS	SHAWNEE	6028	11445 W 63RD ST	66216	913-631-6118	Flynn Group (RB American)
KS	TOPEKA	7744	5930 SW HUNTOON STREET	66614	785-228-2680	Flynn Group (RB American)
KS	TOPEKA	1410	1187 GAGE BLVD	66604	785-273-2110	Flynn Group (RB American)
KS	TOPEKA	1408	1820 SE 29TH ST	66605	785-266-3721	Flynn Group (RB American)
KS	WICHITA	8550	4815 S. WASHINGTON AVE.	67216	316-522-4788	Flynn Group (RB American)
KS	WICHITA	8455	3730 N. MAIZE RD.	67205	316-721-1320	Flynn Group (RB American)
KS	WICHITA	7944	11419 E. 21ST STREET NORTH	67206	316-630-0016	Flynn Group (RB American)
KS	WICHITA	7366	8900 W CENTRAL AVE	67212-3830	316-773-1915	Flynn Group (RB American)
KS	WICHITA	7064	7221 WEST 21 STREET	67205	316-773-4662	Flynn Group (RB American)
KS	WICHITA	6751	3421 N ROCK RD	67226	316-636-9344	Flynn Group (RB American)
KS	WICHITA	1524	4308 E HARRY	67218	316-681-1215	Flynn Group (RB American)
KS	WICHITA	1343	429 S WEST ST	67213	316-942-9625	Flynn Group (RB American)
KS	WICHITA	1347	2425 S SENECA	67217	316-262-4336	Flynn Group (RB American)
KS	WICHITA	1308	1147 S ROCK RD	67207	316-684-3366	Flynn Group (RB American)
KS	WICHITA	1147	2130 W 21ST ST N	67203	316-838-2322	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
KS	Wichita	10081	1504 E. 21st Street North	67219	316-789-7800	LOVE'S COUNTRY STORES, INC.
KY	ALEXANDRIA	7964	7150 ALEXANDRIA PIKE	41001	859-448-2280	RESTAURANT MANAGEMENT, INC.
KY	ASHLAND	7980	AVENUE	41102	606-326-9862	WADE, JOHN
KY	ASHLAND	6202	20 RUSSELL PLAZA DR	41101	606-324-5522	WADE, JOHN
KY	ASHLAND	5969	12532 US ROUTE 60	41102-9602	606-928-7435	WADE, JOHN
KY	BARBOURVILLE	5486	385 PARKWAY PLZ	40906-7429	606-546-6788	BOWLING, JOHN & BOWLING, CHRIS
KY	BAXTER	7435	32 N US HWY 119	40806	606-574-0616	BOWLING, JOHN & BOWLING, CHRIS
KY	Beaver Dam	8952	1705 North Main Street	42320	270-775-6011	Malhotra, Manish & Stephens, Henry J.
KY	BELLEVUE	5124	34 DONNERMEYER DR	41073	859-581-0559	RESTAURANT MANAGEMENT, INC.
KY	BENTON	6482	58 US HWY 68 W	42025	270-527-2643	Malhotra, Manish & Stephens, Henry J.
KY	BURLINGTON	7267	1715 BURLINGTON PIKE	41005	859-647-2420	RESTAURANT MANAGEMENT, INC.
KY	CALVERT CITY	7785	2966 US HWY 62	42029	270-395-0598	LOVE'S COUNTRY STORES, INC.
KY	CAMPBELLSVILL E	5619	320 Campbellsville Bypass	42718	270-465-6060	BOWLING, JOHN & BOWLING, CHRIS
KY	CARROLLTON	6311	3055 HWY 227	41008	502-732-4779	RESTAURANT MANAGEMENT, INC.
KY	CATLETTSBURG	7926	3740 LOUISA RD	41129	606-931-0943	WADE, JOHN
KY	CENTRAL CITY	8377	637 SOUTH 2ND STREET	42330	270-754-4400	Malhotra, Manish & Stephens, Henry J.
KY	COLD SPRING	5286	12 MARTHA LAYNE COLLINS BLVD	41076	859-781-5988	RESTAURANT MANAGEMENT, INC.
KY	Corbin	8752	384 West Cumberland Road	40701	606-280-7471	BOWLING, JOHN & BOWLING, CHRIS
KY	CORBIN	8669	1897 CUMBERLAND FALLS HWY	40701	606-523-5668	BOWLING, JOHN & BOWLING, CHRIS
KY	CRESCENT SPRINGS	934	2517 HAZELWOOD DR	41017	859-341-0100	RESTAURANT MANAGEMENT, INC.
KY	DANVILLE	1629	1601 HUSTONVILLE RD	40422-2428	859-236-1199	BOWLING, JOHN & BOWLING, CHRIS
KY	DRY RIDGE	5384	65 BLACKBURN LANE	41035	859-824-4134	BRANDY, MICHAEL

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
KY	ERMINE	7684	1766 HIGHWAY 119 N	41815	606-633-8396	KWIK SHOP CONCEPTS, INC.
KY	FLEMINGSBURG	8207	106 J.B. SHANNON DR	41041	606-849-2177	BOWLING, JOHN & BOWLING, CHRIS
KY	FLORENCE	885	8061 HOLIDAY PL	41042-9648	859-525-6860	RESTAURANT MANAGEMENT, INC.
KY	FORT WRIGHT	6219	3393 MADISON PIKE	41017	859-331-9252	RESTAURANT MANAGEMENT, INC.
KY	GEORGETOWN	5383	1237 PARIS PIKE	40324	502-863-4345	COLDIRON, CHARLES
KY	GLASGOW	1706	800 W CHERRY ST	42141-1559	270-651-9838	Malhotra, Manish & Stephens, Henry J.
KY	GRAYSON	6647	852 N CAROL MALONE BOULEVARD	41143	606-474-2340	WADE, JOHN
KY	GREENUP	7775	1300 SEATON DRIVE	41144	606-473-0434	WADE, JOHN
KY	HARRODSBURG	5417	870 S COLLEGE ST	40330	859-734-0334	BOWLING, JOHN & BOWLING, CHRIS
KY	HAZARD	1950	86 COMMERCE DRIVE	41701	606-439-4223	BOWLING, JOHN & BOWLING, CHRIS
KY	HINDMAN	6583	2021 HWY 160	41822	606-785-9051	KWIK SHOP CONCEPTS, INC.
KY	JEFFERSONTOWN	5766	1640 KY MILL RD	40299	502-267-8130	TAYLOR, ROBERT
KY	LEBANON	7722	768 WEST MAIN STREET	40033	270-692-1507	BOWLING, JOHN & BOWLING, CHRIS
KY	LEXINGTON	6228	3740 PALOMAR CENTER	40514	859-224-8930	TIMAJI, REZA & ELLISON, WILLIAM
KY	LEXINGTON	5246	3391 TATES CREEK RD	40502	859-266-0112	TIMAJI, REZA & ELLISON, WILLIAM
KY	LONDON	1968	251 W HIGHWAY 80	40741-1043	606-864-0994	BOWLING, JOHN & BOWLING, CHRIS
KY	LOUISA	8230	100 DENNISON DR	41230	606-673-4308	WADE, JOHN
KY	MAYFIELD	8268	1212 PARIS RD.	42066	270-247-2300	Malhotra, Manish & Stephens, Henry J.
KY	MAYSVILLE	5606	1339 US HWY 68 S	41056	606-564-4608	RESTAURANT MANAGEMENT, INC.
KY	MIDDLESBORO	5101	905 N. 12TH STREET	40965	606-248-8616	BOWLING, JOHN & BOWLING, CHRIS
KY	MOREHEAD	5479	125 W MAIN ST	40351	606-783-1009	COLDIRON, CHARLES
KY	STERLING	5356	694 MAYSVILLE RD	40353	859-498-9936	COLDIRON, CHARLES

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
KY	MOUNT STERLING	8212	3409 CAMARGO RD	40353	859-498-5101	FOOD COURT SOLUTIONS, LLC
KY	MOUNT VERNON	7647	1650 RICHMOND ST	40456-2313	606-256-1397	BOWLING, JOHN & BOWLING, CHRIS
KY	MOUNT WASHINGTON	6964	360 VILLAGE LANE	40047	502-538-4441	TAYLOR, ROBERT
KY	MURRAY	8596	409 N. 12TH STREET	42071	270-917-2729	Malhotra, Manish & Stephens, Henry J.
KY	NICHOLASVILLE	5938	902 S MAIN ST	40356	859-948-8840	TIPTON, MELISSA
KY	PADUCAH	7446	BLVD	42001-9157	270-443-7454	WADE, JOHN
KY	PADUCAH	5003	1916 LONE OAK RD	42003-5300	270-554-7900	WADE, JOHN
KY	PAINTSVILLE	1547	455 MAYO PLAZA	41240	606-789-1475	BIG A FOODS LLC.
KY	PARIS	7546	116 MATLACK ST	40361-1064	859-987-8585	BOWLING, JOHN & BOWLING, CHRIS
KY	PIKEVILLE	7286	186 CASSADY BLVD	41501	606-437-0403	BECKER, HOWARD
KY	PINEVILLE	7504	HWY 119 and US 25E	40977-9343	606-441-5051	BOWLING, JOHN & BOWLING, CHRIS
KY	PRESTONSBURG	8329	1308 NORTH LAKE DR.	41653	606-263-4909	WADE, JOHN
KY	Princeton	10099	572 US HWY 62 W	42445	270-896-7131	Malhotra, Manish & Stephens, Henry J.
KY	RICHMOND	7486	3799 COLONEL RD	40475-9109	859-624-0882	LOVE'S COUNTRY STORES, INC.
KY	SPRINGS	5704	966 MAPLE STREET	42642	270-866-3984	ROSS, DAVID
KY	SHELBYVILLE	1719	810 TAYLORSVILLE RD	40065-9122	502-633-4240	TAYLOR, ROBERT
KY	SOMERSET	6660	290 N HIGHWAY 27	42503-3600	606-678-2878	ROSS, DAVID
KY	SOMERSET	1556	4470 S HIGHWAY 27	42501-6177	606-679-5779	ROSS, DAVID
KY	SOUTH WILLIAMSON	6438	318 SOUTHSIDE MALL	41503	606-237-0265	EPLING, TIM
KY	STANFORD	6644	102 VINCENT DR	40484	606-365-3780	COLDIRON, CHARLES
KY	STANTON	7421	50 W PENDLETON ST	40380-2232	606-663-5376	FOOD COURT SOLUTIONS, LLC
KY	VERSAILLES	1965	467 LEXINGTON RD	40383	859-873-9299	COLDIRON, CHARLES
KY	WALTON	8476	205 MARY GRUBBS PKWY	41094	859-485-1664	RESTAURANT MANAGEMENT, INC.
KY	WHITLEY CITY	5294	1376 NORTH HWY 27	42653	606-376-8400	ROSS, DAVID
KY	WILLIAMSBURG	1998	701 S 10TH ST	40769	606-549-2799	BOWLING, JOHN & BOWLING, CHRIS
KY	WINCHESTER	1951	100 MCCORMICK DR	40391-1054	859-744-8330	COLDIRON, CHARLES
LA	BOSSIER CITY	1624	2015 AIRLINE DR	71111-3203	318-742-7910	PULLIAM, JOE DON

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LA	BOYCE	8579	7046 HIGHWAY 1	71409	318-448-6025	LOVE'S COUNTRY STORES, INC.
LA	BREAUX BRIDGE	7104	2112 REES ST	70517	337-332-0626	PILOT TRAVEL CENTERS LLC
LA	COVINGTON	8659	2500 NORTH HWY 190	70433	985-377-1840	MIRACLE RESTAURANT GROUP, LLC
LA	SPRINGS	7275	8130 RUSHING RD	70726	225-664-1539	TURBO RESTAURANTS
LA	GREENWOOD	7410	9600 HIGHWAY 80	71033-2341	318-938-8790	LOVE'S COUNTRY STORES, INC.
LA	HAMMOND	6030	2111 SW RAILROAD AVE	70403-1443	985-345-3419	PULLIAM, JOE DON
LA	HAUGHTON	7209	490 N ELM ST	71037	318-390-9712	PILOT TRAVEL CENTERS LLC
LA	HOUMA	8206	1769 MARTIN LUTHER KING BLVD	70360	985-851-1640	DAIGLE, DAN & HELEN
LA	IOWA	8504	1119 LOWE-GROUT RD.	70647	337-582-5464	PULLIAM, JOE DON
LA	LAFAYETTE	1795	3333 AMBASSADOR CAFFERY PKWY	70503	337-988-3118	TURBO RESTAURANTS
LA	Lake Charles	8796	3126 L'Auberge Blvd.	70601	337-240-8280	Olexa, Erwin Christopher (Chris)
LA	LEESVILLE	6749	1402 SOUTH FIFTH STREET	71446	337-509-1230	TURBO RESTAURANTS
LA	METAIRIE	5274	3847 VETERANS MEMORIAL BLVD	70002-5607	504-885-6863	MIRACLE RESTAURANT GROUP, LLC
LA	MINDEN	7790	13510 INDUSTRIAL DR	71055	318-371-3796	LOVE'S COUNTRY STORES, INC.
LA	MONROE	1528	2407 LOUISVILLE RD	71201	318-323-1700	FOX, JOHN G. (dscd)
LA	Pearl River	9057	65583 Pump Slough Rd	70452	000-000-0000	MIRACLE RESTAURANT GROUP, LLC
LA	PINEVILLE	1809	2701 HIGHWAY 28 E	71360-5712	318-314-8500	TURBO RESTAURANTS
LA	PORT ALLEN	6954	751 LOBDELL HWY S	70767	225-389-9111	LOVE'S COUNTRY STORES, INC.
LA	RICHMOND	7309	227 HWY 65 S	71282	318-574-6413	LOVE'S COUNTRY STORES, INC.
LA	Ruston	8850	513 North Service Road East	71270	318-202-3682	GUIDRY, RICHARD
LA	SHREVEPORT	1634	2902 BERT KOUNS INDUSTRIAL LOOP	71118-3009	318-687-8947	TURBO RESTAURANTS
LA	VINTON	7954	2024 WEST ST	70668	337-589-9858	LOVE'S COUNTRY STORES, INC.
LA	West Monroe	8704	524 Thomas Rd	71292	318-600-4377	GUIDRY, RICHARD
MA	AUBURN	1612	406 SOUTHBRIDGE ST	01501-2442	508-832-9764	LIVINGSTONE, TOM & MURRAY, DOUGLAS

Exhibit A-1
List of Restaurant Franchisees
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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MA	CHICOPEE	341	1483 GRANBY RD	01020-2048	413-593-1437	LIVINGSTONE, TOM & MURRAY, DOUGLAS
MD	Annapolis	10064	1978 West Street	21401	667-270-5681	KBP Inspired, LLC
MD	BALTIMORE	8044	7905 EASTERN AVENUE.	21224	410-284-1281	PARIKH & PARIKH
MD	BALTIMORE	7941	7050 FRIENDSHIP ROAD, BLDG 100	21240	410-684-3002	SETIABUDI, INEZ
MD	Bel Air	10092	130 Baltimore Pike	21014	443-567-6077	KBP Inspired, LLC
MD	BEL AIR	7179	10 BEL AIR SOUTH PKWY	21015-6038	443-372-5074	PARIKH & PARIKH
MD	BELCAMP	7856	1323 POLICY DR	21017	410-272-1892	PARIKH & PARIKH
MD	BERLIN	8536	10627 OCEAN GATEWAY	21811	410-641-1124	BLACK, STEVEN
MD	CAMBRIDGE	5692	SQUARE	21613	410-228-9239	CATO, INCORPORATED
MD	CHARLOTTE HALL	6715	30063 MARKET DR	20622-3163	240-249-3171	KBP Inspired, LLC
MD	CHESTERTOWN	7338	707 WASHINGTON AVE	21620	410-810-8955	CATO, INCORPORATED
MD	CLINTON	8336	8921 WOODYARD CROSSING SHOPPING CTR.	20735	301-868-2226	MEHMOOD, TANVEER
MD	COCKEYSVILLE	8028	11025 YORK RD	21030	410-329-1405	PARIKH & PARIKH
MD	DENTON	7195	700 N 6TH ST	21629-3318	410-479-9622	CATO, INCORPORATED
MD	EASTON	8355	8359 OCEAN GATEWAY	21601	410-770-9239	BLACK, LESTER & GIUFFRIDA, J.
MD	EDGEWATER	7829	5 MAYO RD	21037	410-571-5879	PARIKH & PARIKH
MD	Elkton	8743	224 East Pulaski Hwy	21921	410-392-2413	PARIKH & PARIKH
MD	ELLICOTT CITY	7188	3290 CENTENNIAL LN	21042-3657	410-480-1831	PARIKH & PARIKH
MD	FINKSBURG	7703	3004 GAMBER RD	21048	410-861-9216	PARIKH & PARIKH
MD	FORESTVILLE	7126	3317 DONNELL DR	20747-3208	301-298-1817	KBP Inspired, LLC
MD	FREDERICK	7177	1203 W PATRICK ST	21702	301-298-8653	KBP Inspired, LLC
MD	FREDERICK	7085	7389 GUILFORD DR	21704	301-973-3620	KBP Inspired, LLC
MD	FT. MEADE	8403	8375 MAPES RD	20755	410-874-7023	AAFES
MD	GAMBRILLS	7178	2623 BRANDERMILL BLVD	21054-1645	410-451-2434	PARIKH & PARIKH
MD	Glen Burnie	8801	1250 Crain Highway South	21061	443-883-3560	PARIKH & PARIKH
MD	GRANTSVILLE	7992	3000 CHESTNUT RIDGE RD	21536	301-895-4543	PILOT TRAVEL CENTERS LLC
MD	HAGERSTOWN	7073	17794 GARLAND GROH BLVD	21740-2016	301-298-1815	KBP Inspired, LLC
MD	Hagerstown	8746	10306 Arnett Drive	21740	240-513-7058	PARIKH & PARIKH
MD	HYATTSVILLE	8405	2001 UNIVERSITY BLVD.	20783	301-439-0007	MEHMOOD, TANVEER
MD	JESSUP	7445	7410 ASSATEAGUE DR	20794-3202	301-298-8652	KBP Inspired, LLC
MD	LA VALE	1589	1206 NATIONAL HWY	21502-7603	301-729-0448	KBP Inspired, LLC

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MD	LEONARDTOWN	7229	40824 MERCHANTS LANE	20650	301-822-9126	KBP Inspired, LLC
MD	Linthicum Heights	10127	1589 W Nursery Rd	21090	(410) 553-4155	Luis, Boris Lander
MD	MOUNT AIRY	7144	210 E RIDGEVILLE BLVD	21771-5258	301-829-9841	PARIKH & PARIKH
MD	PASADENA	8009	8103 RITCHIE HWY	21122	410-424-2293	PARIKH & PARIKH
MD	POCOMOKE CITY	6432	2322 STOCKTON RD	21851-2871	410-957-3770	CATO, INCORPORATED
MD	ROSEDALE	7865	8672 PULASKI HIGHWAY	21237	410-238-2080	PARIKH & PARIKH
MD	SALISBURY	8587	31942 SUMMER DR.	21804	443-736-8640	CATO, INCORPORATED
MD	SALISBURY	5313	2350 N SALISBURY BLVD	21801-2145	410-742-5255	CATO, INCORPORATED
MD	SALISBURY	1595	116 WARD ST	21804	410-543-2777	CATO, INCORPORATED
MD	UPPER MARLBORO	7150	4800 SE CRAIN HWY	20772	301-329-0002	KBP Inspired, LLC
MD	Upper Marlboro	8996	2030 St Josephs place	20774	000-000-0000	PARIKH & PARIKH
MD	Waldorf	8828	1130 Smallwood Drive West	20603	240-754-7385	PARIKH & PARIKH
MD	WESTMINSTER	7129	120 MALL RING RD	21157-9311	410-871-2189	PARIKH & PARIKH
MD	Windsor Mill	8780	7007 Security Boulevard	21244	443-348-3957	PARIKH & PARIKH
ME	AUBURN	1252	670 CENTER ST	04210-6370	207-783-6031	Cole, Jason M.
ME	AUGUSTA	1225	219 WESTERN AVE	04330	207-622-4050	Cole, Jason M.
ME	PRESQUE ISLE	5965	789 MAIN ST	04769-2201	207-764-5172	COLLINS, MICHAEL F.
ME	TOPSHAM	1890	2 TOPSHAM FAIR MALL RD	04086-1736	207-729-8244	Cole, Jason M.
MI	ADRIAN	979	1359 S MAIN ST	49221	517-263-2700	CRAWFORD, JOE
MI	ALBION	5863	27790 C DR N	49224	517-629-5890	CRAWFORD, JOE
MI	ALMA	6439	7967 N ALGER RD	48801-9783	989-466-5850	WADE, JOHN
MI	ALPENA	1761	2250 US HIGHWAY 23 S	49707-4544	989-354-2002	DODD, GARY J.
MI	AUBURN HILLS	7431	160 BROWN RD	48326-1302	248-393-1255	EIFERLE, HARRY
MI	BAY CITY	313	905 N EUCLID AVE	48706	989-686-4120	WADE, JOHN
MI	Big Rapids	8839	1298 Perry Ave	49307	231-598-9340	ZIPSER, MICHAEL F
MI	BIRCH RUN	6130	8685 BIRCH RUN RD	48415	989-624-5977	WADE, JOHN
MI	BRIDGEPORT	5824	6360 DIXIE HWY	48722	989-777-4499	WADE, JOHN
MI	CADILLAC	976	1714 N MITCHELL ST	49601	231-775-8891	ZIPSER, MICHAEL F
MI	CHARLOTTE	5832	503 E LANSING RD	48813	517-543-1316	WADE, JOHN
MI	CHEBOYGAN	5693	840 S MAIN ST	49721	231-627-6003	ZIPSER, MICHAEL F
MI	CHESTERFIELD TOWNSHIP	7727	33491 23 MILE ROAD	48047	586-716-5767	ASMAR, ROBERT
MI	CLARE	5418	10207 S CLARE AVE	48617	989-386-2161	ZIPSER, MICHAEL F
MI	CLIO	5662	4229 W VIENNA RD	48420-9439	810-687-2666	WADE, JOHN
MI	DAVISON	5945	1010 S STATE RD	48423	810-658-2728	WADE, JOHN
MI	DE WITT	5961	13270 S US HIGHWAY 27	48820-7840	517-669-8272	CRAWFORD, JOE

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MI	DIMONDALE	7530	9800 DAVIS HWY	48821-9439	517-408-0023	CRAWFORD, JOE
MI	DUNDEE	7581	103 WATERSTRADT COMMERCE DR	48131-9681	734-529-8170	EIFERLE, HARRY
MI	FENTON	5950	3253 OWEN RD	48430	810-750-8004	CRAWFORD, JOE
MI	FLAT ROCK	6561	27074 TELEGRAPH RD	48134	734-782-4080	JOSHI, SHOBHANA
MI	FLINT	7965	6053 HILL 23 DRIVE	48507	810-232-7212	CRAWFORD, JOE
MI	FLINT	1256	5515 FENTON RD	48507-4030	810-232-0400	WADE, JOHN
MI	FLINT	984	4325 W PIERSON ROAD	48504-1328	810-733-6610	WADE, JOHN
MI	FLINT	786	3742 DAVISON RD	48506	810-744-3591	WADE, JOHN
MI	FLINT	588	3080 MILLER RD	48507-1354	810-232-5450	WADE, JOHN
MI	FLINT	41	3559 S DORT HWY	48507	810-743-5820	WADE, JOHN
MI	GAYLORD	1185	609 W MAIN ST	49735-1867	989-732-7247	WIZINSKY AND MCDONALD
MI	GRAND BLANC	7903	3465 POLLOCK RD	48439	810-694-0188	EIFERLE, HARRY
MI	GRAYLING	6763	5800 NELSON A MILES PKWY	49738	989-344-0081	ZIPSER, MICHAEL F
MI	HARTLAND	5856	10099 HIGHLAND RD	48353-2521	810-632-5910	CRAWFORD, JOE
MI	HILLSDALE	7394	411 W CARLETON RD	49242-1354	517-437-2472	GREGORY, PAUL D
MI	HOLLAND	8503	853 INTERCHANGE DR.	49423	616-796-2243	PILOT TRAVEL CENTERS LLC
MI	HOUGHTON LAKE	6484	3574 W HOUGHTON LAKE DR	48629	989-366-6118	ZIPSER, MICHAEL F
MI	HOWELL	7505	1385 N BURKHART RD	48855-9689	517-540-6967	CRAWFORD, JOE
MI	HOWELL	6081	3639 E GRAND RIVER AVE	48843-7547	517-548-0518	CRAWFORD, JOE
MI	Jackson	8803	2565 Airport Road	49202	517-962-4528	CRAWFORD, JOE
MI	JACKSON	5964	952 N WEST AVE	49202	517-787-1245	CRAWFORD, JOE
MI	JACKSON	380	3131 E MICHIGAN AVE	49202	517-789-7181	CRAWFORD, JOE
MI	KALKASKA	7485	906 N CEDAR ST	49646-8473	231-258-0611	GREGORY, PAUL D
MI	LANSING	7094	8445 W SAGINAW HWY	48917	517-622-0511	CRAWFORD, JOE
MI	LANSING	862	6031 S CEDAR ST	48911-5108	517-272-7668	WADE, JOHN
MI	LANSING	845	3229 S MARTIN LUTHER KING BLVD	48910-2941	517-882-9220	WADE, JOHN
MI	LANSING	532	4219 W SAGINAW HWY	48917-2111	517-321-4111	WADE, JOHN
MI	LANSING	11	622 N HOMER ST	48912	517-203-3009	WADE, JOHN
MI	LINWOOD	7597	88 N HURON RD	48634-9527	989-697-5360	CRAWFORD, JOE
MI	MACOMB	7925	20749 HALL RD	48044	586-954-3000	ASMAR, ROBERT
MI	MASON	6869	625 N CEDAR ST	48854	517-244-0784	WADE, JOHN
MI	MIDLAND	6349	7019 EASTMAN AVE	48642-7893	989-839-4088	WADE, JOHN

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MI	MIDLAND	84	1510 S SAGINAW RD	48640	989-835-3851	WADE, JOHN
MI	MILAN	6325	1189 DEXTER ST	48160	734-439-2555	JOSHI, SHOBHANA
MI	MOUNT PLEASANT	785	1224 S MISSION	48858	989-773-2484	WADE, JOHN
MI	NILES	6516	1137 S 11TH ST	49120-3406	269-684-8811	WADE, JOHN
MI	OKEMOS	6828	2214 JOLLY RD	48864	517-347-9699	CRAWFORD, JOE
MI	OWOSSO	5461	1515 E MAIN	48867	989-723-7115	WADE, JOHN
MI	PETOSKEY	1073	438 W MITCHELL ST	49770-2229	231-347-3351	ZIPSER, MICHAEL F
MI	PORTLAND	5894	1651 GRAND RIVER AVE	48875	517-647-6414	CRAWFORD, JOE
MI	SAGINAW	1204	4905 BAY RD	48604	989-799-6825	WADE, JOHN
MI	SAGINAW	469	3100 HOLLAND AVE	48601	989-754-8312	WADE, JOHN
MI	SAGINAW	186	5475 STATE ST	48603-3688	989-799-0865	WADE, JOHN
MI	SHELBY	7630	14020 23 MILE ROAD	48315	586-566-6686	ASMAR, VINCENT
MI	ST. JOHNS	5934	1881 S SCOTT RD	48879	989-224-1445	WADE, JOHN
MI	STANDISH	6979	3919 S HURON RD	48658-9474	989-846-9901	CRAWFORD, JOE
MI	STERLING HEIGHTS	7589	43761 SCHOENHERR RD	48313	586-726-6791	ASMAR, ROBERT
MI	STERLING HEIGHTS	8462	39540 VAN DYKE RD.	48334	586-446-4607	ASMAR, VINCENT
MI	Sturgis	8946	209 S. Centerville Road	49091	269-625-9600	GREGORY, PAUL D
MI	SWARTZ CREEK	6451	4246 ELMS RD	48473-1561	810-635-8824	EIFERLE, HARRY
MI	Tecumseh	8941	1267 W Chicago Blvd	49286	517-424-2117	CRAWFORD, JOE
MI	THREE RIVERS	5968	700 S US HIGHWAY 131	49093-8825	269-273-8995	WADE, JOHN
MI	TRAVERSE CITY	7922	1370 S. AIRPORT ST	49686	231-929-1662	ZIPSER, MICHAEL F
MI	TRENTON	5911	3660 WEST RD	48183	734-675-3250	JOSHI, SHOBHANA
MI	TROY	742	1150 LIVERNOIS RD	48084	248-585-1080	CRAWFORD, JOE
MI	WALLED LAKE	6623	1808 E WEST MAPLE RD	48390	248-669-6626	EIFERLE, HARRY
MI	WASHINGTON TOWNSHIP	7736	66021 VAN DYKE	48095	586-336-4800	ASMAR, ROBERT
MI	WEST BRANCH	5304	2900 COOK RD	48661-9338	989-345-3707	CRAWFORD, JOE
MI	WHITE LAKE	6535	10855 HIGHLAND RD	48386-2151	248-698-6926	CRAWFORD, JOE
MI	WIXOM	6021	49800 GRAND RIVER AVE	48393-3319	248-380-5610	CRAWFORD, JOE
MN	MOORHEAD	7388	3108 HIGHWAY 10 E	56560-2527	218-287-8711	WADE, JOHN
MN	WINONA	8606	1055 HWY 61 EAST	55987	507-262-3803	DRM, INC.
MN	WORTHINGTON	7429	1663 N HUMISTON AVE	56187	507-372-4944	DRM, INC.
MO	ARNOLD	8346	224 ARNOLD CROSSROADS CENTER	63010	636-287-3241	Flynn Group (RB American)
MO	BELTON	7222	1420 E NORTH AVE	64012	816-318-1525	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MO	BLUE SPRINGS	8413	1225 NE CORONADO DR.	64014	816-228-2723	Flynn Group (RB American)
MO	BOLIVAR	8475	1995 SOUTH SPRINGFIELD AVE	65613	417-326-2729	Flynn Group (RB American)
MO	BOONVILLE	7689	2421 MID-AMERICAN INDUSTRIAL DRIVE	65233	660-882-6913	Flynn Group (RB American)
MO	BRANSON	8337	PKWY	65616	417-239-3066	Flynn Group (RB American)
MO	BRENTWOOD	8368	8720 MANCHESTER RD.	63144	314-962-2697	Flynn Group (RB American)
MO	BRIDGETON	8333	11976 PAUL MAYER AVE.	63044	314-770-9313	Flynn Group (RB American)
MO	Cameron	8991	1601 East Evergreen Street	64429	816-312-6061	LOVE'S COUNTRY STORES, INC.
MO	GIRARDEAU	7478	2134 INDEPENDENCE ST	63703-5826	573-335-8601	WADE, JOHN
MO	CARTHAGE	7194	1501 W CENTRAL AVE	64836	417-359-9181	Flynn Group (RB American)
MO	Charleston	10107	2461 East Marshall Street	63834	573-233-7038	LOVE'S COUNTRY STORES, INC.
MO	CLINTON	7623	514 PAWNEE ST	64735-2683	660-885-3921	Flynn Group (RB American)
MO	COLUMBIA	7935	3200 BROADWAY BUSINESS PARK CT.	65203	573-446-0500	Flynn Group (RB American)
MO	COLUMBIA	7627	3911 S PROVIDENCE RD	65203-7106	573-449-9961	Flynn Group (RB American)
MO	DELLWOOD	751	10404 W FLORISSANT	63136	314-867-2200	Flynn Group (RB American)
MO	Dexter	8194	916 Highway Business 60 West	63841	573-624-3327	WADE, JOHN
MO	EUREKA	8269	60 HILLTOP VILLAGE CENTER DR.	63025	636-587-2247	Flynn Group (RB American)
MO	EXCELSIOR SPRINGS	7637	2303 VINTAGE CT	64024	816-637-2914	Flynn Group (RB American)
MO	FARMINGTON	7743	559 W. KARSCH BLVD.	63640	573-747-0074	Flynn Group (RB American)
MO	FENTON	7166	1181 GRAVOIS ROAD	63026	636-305-1773	Flynn Group (RB American)
MO	FESTUS	6519	690 S TRUMAN BLVD	63028	636-931-9700	Flynn Group (RB American)
MO	FLORISSANT	7393	1275 GRAHAM RD	63031-8014	314-830-4167	Flynn Group (RB American)
MO	HANNIBAL	8658	4729 MCMASTERS AVE	63401	573-719-3474	TURBO RESTAURANTS
MO	HARRISONVILLE	6277	1500 N STATE ROUTE 291	64701-1271	816-380-3130	Flynn Group (RB American)
MO	HAYTI	7458	1701 HIGHWAY 84 E	63851-1943	573-359-0471	PILOT TRAVEL CENTERS LLC
MO	HAZELWOOD	7242	815 JAMES S MCDONNEL BLVD	63042	314-731-7232	Flynn Group (RB American)
MO	Herculaneum	9080	1199 McNutt Street	63048	636-543-7202	LOVE'S COUNTRY STORES, INC.
MO	INDEPENDENCE	8286	20111 E. VALLEY VIEW PKWY	64057	816-795-1301	Flynn Group (RB American)

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MO	INDEPENDENCE	6489	2531 SOUTH M-291 HIGHWAY	64057	816-373-5236	Flynn Group (RB American)
MO	INDEPENDENCE	5827	4515 S. NOLAND ROAD	64055	816-373-9368	Flynn Group (RB American)
MO	JEFFERSON CITY	8344	2815 S. TEN MILE DR.	65109	573-659-8638	Flynn Group (RB American)
MO	JOPLIN	8442	2408 S. RANGE LINE RD	64804	417-625-1962	Flynn Group (RB American)
MO	KANSAS CITY	8628	8545 N OAK TRAFFICWAY	64155	816-436-0527	Flynn Group (RB American)
MO	KANSAS CITY	8454	4841 N. OAK TRAFFICWAY	64118	816-454-4156	Flynn Group (RB American)
MO	KANSAS CITY	8255	6951 NW 83RD TERRACE	64152	816-505-0757	Flynn Group (RB American)
MO	KANSAS CITY	8219	8261 N. OXFORD AVE	64158	816-792-4900	Flynn Group (RB American)
MO	KANSAS CITY	6017	2108 TANEY ST	64116	816-842-0576	Flynn Group (RB American)
MO	KEARNEY	7003	520 SHANKS AVENUE	64060	816-628-4520	Flynn Group (RB American)
MO	KINGDOM CITY	7764	3325 COUNTY ROAD 211	65262	573-642-1161	Flynn Group (RB American)
MO	KIRKSVILLE	8680	2607 North Baltimore Street	63501	660-262-3030	DRM, INC.
MO	LAKE ST. LOUIS	8323	909 ROBERT RAYMOND DR	63367	636-625-0836	Flynn Group (RB American)
MO	LEBANON	8287	888 SOUTH JEFFERSON AVE.	65536	417-532-4437	Flynn Group (RB American)
MO	LEE'S SUMMIT	7287	200 SW 150 HWY	64082-4405	816-537-5442	Flynn Group (RB American)
MO	LEE'S SUMMIT	7199	1027 NE RICE RD	64086-6360	816-347-8170	Flynn Group (RB American)
MO	MANCHESTER	945	14120 MANCHESTER RD	63011	636-394-4200	Flynn Group (RB American)
MO	MARSHALL	7690	1191 CHEROKEE STREET	65340	660-886-6426	Flynn Group (RB American)
MO	MOBERLY	8530	600 EAST US HIGHWAY 24	65270	660-263-0536	Flynn Group (RB American)
MO	MONETT	8474	836 E. HIGHWAY 60	65708	417-235-5516	Flynn Group (RB American)
MO	NEOSHO	7999	702 S. NEOSHO BLVD	64850	417-455-5884	Flynn Group (RB American)
MO	New Florence	8813	482 Tree Farm Road	63363	573-835-3102	LOVE'S COUNTRY STORES, INC.
MO	NIXA	7641	713 MCCROSKEY ST	65714-9403	417-725-4170	Flynn Group (RB American)
MO	O'FALLON	6860	705 HWY K	63366	636-240-1004	Flynn Group (RB American)
MO	OSAGE BEACH	8236	5779 HIGHWAY 54	65065	573-302-7660	Flynn Group (RB American)
MO	OZARK	7624	1801 W MARLER LANE	65721	417-485-2406	Flynn Group (RB American)
MO	Perryville	8808	1720 South Perryville Blvd	63775-6193	573-203-9106	WADE, JOHN
MO	PLATTE CITY	7409	1700 PRAIRIE VIEW RD	64079-9717	816-431-9943	Flynn Group (RB American)
MO	POPLAR BLUFF	7628	111 N WESTWOOD BLVD	63901-4848	573-785-4756	WADE, JOHN
MO	RAYTOWN	6296	9066 E 350 HWY	64133-5760	816-737-8553	Flynn Group (RB American)
MO	REPUBLIC	8424	1320 US HIGHWAY 60 EAST	65738	417-732-7120	Flynn Group (RB American)
MO	ROLLA	1736	1005 KINGS HIGHWAY ST	65401-2920	573-341-3611	WIENCH, DR. DELANE F.
MO	Sarcoxie	10094	2580 High St	64862	417-680-3036	LOVE'S COUNTRY STORES, INC.

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MO	SEDALIA	7327	2701 W BROADWAY BLVD	65301	660-829-4072	Flynn Group (RB American)
MO	SIKESTON	7374	1203 S MAIN ST	63801-9350	573-472-0969	WADE, JOHN
MO	SPRINGFIELD	8274	230 S. WEST BYPASS	65802	417-831-2786	GILBERT JR, WILLIAM E.
MO	SPRINGFIELD	7725	1833 W. REPUBLIC ROAD	65807	417-890-0902	GILBERT JR, WILLIAM E.
MO	SPRINGFIELD	699	1416 W KEARNEY ST	65803	417-865-9779	GILBERT JR, WILLIAM E.
MO	SPRINGFIELD	600	2225 S CAMPBELL AVE	65804	417-883-4811	GILBERT JR, WILLIAM E.
MO	SPRINGFIELD	136	735 S GLENSTONE RD	65804	417-862-3146	GILBERT JR, WILLIAM E.
MO	ST CHARLES	8593	1830 - 1ST CAPITOL DRIVE	63301	636-925-3133	Flynn Group (RB American)
MO	ST LOUIS	8380	12698 LAMPLIGHTER SQUARE	63128	314-729-7593	Flynn Group (RB American)
MO	ST. JOSEPH	7412	4601 S LEONARD RD	64507	816-364-5096	Flynn Group (RB American)
MO	ST. JOSEPH	1794	1604 N BELT HWY	64506-2496	816-232-7114	HUTTON, DOUG
MO	ST. LOUIS	6258	10511 PAGE AVE	63132	314-890-0300	Flynn Group (RB American)
MO	ST. LOUIS	581	3973 LEMAY FERRY RD	63125	314-487-4700	Flynn Group (RB American)
MO	ST. LOUIS	578	6666 CHIPPEWA RD	63109	314-353-2800	Flynn Group (RB American)
MO	ST. LOUIS	504	4021 LINDELL BLVD	63108	314-652-0726	Flynn Group (RB American)
MO	ST. PETERS	7985	6086 MID-RIVERS MALL DR	63304	636-447-4904	Flynn Group (RB American)
MO	ST. PETERS	1566	225 MID RIVERS MALL DR	63376-4307	636-970-1300	Flynn Group (RB American)
MO	ST. ROBERT	5134	421 MARSHALL DR	65584	573-336-3624	WIENCH, DR. DELANE F.
MO	SULLIVAN	8227	30 S. SERVICE ROAD EAST	63080	573-860-2729	Flynn Group (RB American)
MO	TROY	8556	3 THE PLAZA	63379	636-528-0281	Flynn Group (RB American)
MO	UNION	7917	1535 DENMARK RD	63084	636-584-8117	Flynn Group (RB American)
MO	WARRENSBURG	704	502 N MAGUIRE ST	64093	660-747-7944	Flynn Group (RB American)
MO	WASHINGTON	7024	1920 WASHINGTON CROSSING	63090	636-390-8383	Flynn Group (RB American)
MO	WEBB CITY	7097	1704 SOUTH MADISON	64870	417-673-1727	Flynn Group (RB American)
MO	WENTZVILLE	7556	1988 WENTZVILLE PKWY	63385-3453	636-327-3710	Flynn Group (RB American)
MO	WEST PLAINS	8429	1342 SOUTHERN HILLS CENTER	65775	417-256-0433	Flynn Group (RB American)
MS	Batesville	10060	Highway 6 East	38606	662-703-6813	TURBO RESTAURANTS
MS	BILOXI	8496	506 LARCHER BLVD. BLDG 2306	39534	228-435-3684	AAFES
MS	CANTON	7111	1545 W PEACE ST	39046	601-859-9336	LOVE'S COUNTRY STORES, INC.
MS	Cleveland	10063	201 South Davis Avenue	38732	662-641-5102	TURBO RESTAURANTS
MS	Clinton	8974	318 US-80	39056	769-770-6635	TURBO RESTAURANTS
MS	COLUMBUS	6391	1911 HWY 45 N	39701	662-329-2536	TURBO RESTAURANTS
MS	CORINTH	6782	706 E HWY 72	38834-6443	662-287-2716	WADE, JOHN

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MS	DIberville	10110	3974 Promenade Parkway	39540	228-295-8400	TURBO RESTAURANTS
MS	Flowood	10061	115 E. Pineview Drive	39232	769-333-8099	TURBO RESTAURANTS
MS	GULFPORT	1907	9326 HWY 49 N	39503	228-284-2525	TURBO RESTAURANTS
MS	Hattiesburg	10093	283 Ira Hudson Road	39401	601-255-6859	LOVE'S COUNTRY STORES, INC.
MS	HATTIESBURG	7612	6178 HIGHWAY 98	39402-8530	601-296-1220	TURBO RESTAURANTS
MS	HERNANDO	8027	1020 EAST COMMERCE ST	38632	662-429-8286	WADE, JOHN
MS	HOLLY SPRINGS	8869	929 Highway No. 7 South	38635	662-504-6074	LOVE'S COUNTRY STORES, INC.
MS	HORN LAKE	257	712 DESOTO COVE	38637-1469	662-349-3244	WADE, JOHN
MS	Lucedale	9074	2127 Hopper Rd	39452	601-514-3075	LOVE'S COUNTRY STORES, INC.
MS	MCCOMB	7495	2001 SMITHDALE RD	39648	601-250-6691	TURBO RESTAURANTS
MS	MERIDIAN	1756	1400 N FRONTAGE RD	39301-6151	601-485-3121	TURBO RESTAURANTS
MS	Moss Point	8986	6528 Hwy 63	39563	228-666-3248	TURBO RESTAURANTS
MS	NEW ALBANY	6908	500 STATE HIGHWAY 15 S	38652-4521	662-539-0211	PILOT TRAVEL CENTERS LLC
MS	OCEAN SPRINGS	7272	1202 BIENVILLE BLVD	39564-2912	228-875-0023	TURBO RESTAURANTS
MS	OLIVE BRANCH	8649	6650 GOODMAN ROAD	38654-7056	662-932-3098	Dashdorj, Baljinnyam
MS	OXFORD	8648	103 HOME DEPOT DRIVE	38655	662-234-0803	Dashdorj, Baljinnyam
MS	PEARL	1993	237 PEARSON RD	39288	601-932-2594	EVANS, BRUCE
MS	Petal	8875	1112 Evelyn Gandy Pkwy	39465	601-319-0299	MIRACLE RESTAURANT GROUP, LLC
MS	Picayune	9096	1107 Memorial Blvd	39466	769-356-2442	TURBO RESTAURANTS
MS	POPLARVILLE	8465	720 HWY 26 EAST	39470	601-403-9850	LOVE'S COUNTRY STORES, INC.
MS	RIDGELAND	6256	804 LAKE HARBOUR DRIVE	39157	601-856-9525	EVANS, BRUCE
MS	TOOMSUBA	6718	113 WILL GARRETT ROAD	39364	601-632-4006	LOVE'S COUNTRY STORES, INC.
MS	TUPELO	7038	606 S GLOSTER ST	38801	662-841-5147	TURBO RESTAURANTS
MS	Vicksburg	8761	700 Ceres Blvd.	39183	601-636-3017	LOVE'S COUNTRY STORES, INC.
MS	Waveland	8699	342 US 90	39576	228-220-1386	TURBO RESTAURANTS
MS	WEST POINT	8576	5360 HIGHWAY 45A SOUTH	39773	662-494-0122	LOVE'S COUNTRY STORES, INC.
MS	Wiggins	9092	1180 West Frontage Drive	39577	601-819-5088	TURBO RESTAURANTS
MT	BILLINGS	7442	2834 KING AVE W	59102-6432	406-652-0277	WADE, JOHN
MT	BILLINGS	1108	1507 MAIN ST	59105	406-252-9339	WADE, JOHN
MT	BILLINGS	1107	1017 GRAND AVE	59102	406-254-6666	WADE, JOHN

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
MT	BOZEMAN	8471	3240 TECHNOLOGY BLVD.	59718	406-404-1538	WADE, JOHN
MT	BUTTE-SILVER BOW	1937	3131 HARRISON AVE	59701	406-494-1438	WADE, JOHN
MT	GREAT FALLS	6929	1300 3RD STREET NW	59404	406-268-8297	WADE, JOHN
MT	GREAT FALLS	1178	801 10TH AVE S	59405-2153	406-452-0752	WADE, JOHN
MT	HELENA	6540	2801 MONTANA AVE	59601	406-442-5772	WADE, JOHN
MT	KALISPELL	6198	1210 US HIGHWAY 2 W	59901-3412	406-755-8220	WADE, JOHN
MT	MILES CITY	8360	336 S. HAYNES AVENUE	59301	406-232-8874	Quality Meats
MT	MISSOULA	6631	3115 NORTH RESERVE STREET	59801	406-541-1640	WADE, JOHN
MT	MISSOULA	1177	2900 BROOKS ST	59801	406-543-8484	WADE, JOHN
NC	ALBEMARLE	5932	710 NC 24 27 BYP E	28001-5348	704-983-5430	Frizzell, Ben
NC	APEX	6768	1500 E WILLIAMS ST	27502	919-363-0295	WADE, JOHN
NC	ARDEN	6659	443 AIRPORT RD	28704	828-654-9034	BRUMIT, JOE
NC	ASHEBORO	112	543 W DIXIE DR	27203-6735	336-626-4699	WADE, JOHN
NC	ASHEVILLE	8523	270 SMOKEY PARK HWY	28806	828-633-6756	BRUMIT, JOE
NC	ASHEVILLE	7297	345 NEW LEICESTER HWY	28806	828-785-1411	BRUMIT, JOE
NC	ASHEVILLE	1738	1360 TUNNEL RD	28805	828-298-8804	BRUMIT, JOE
NC	ASHEVILLE	791	180 HENDERSONVILLE RD	28803	828-274-1666	BRUMIT, JOE
NC	BELMONT	5991	700 PARK STREET	28012	704-825-4950	WADE, JOHN
NC	BOONE	1806	1495 BLOWING ROCK RD	28607	828-264-7104	BRUMIT, JOE
NC	BREVARD	7326	1025 ASHEVILLE HWY	28712	828-883-8328	BRUMIT, JOE
NC	BRYSON CITY	6930	214 VETERANS BLVD	28713	828-488-1219	BRUMIT, JOE
NC	BURLINGTON	5593	781 HUFFMAN MILL RD	27215-5124	336-584-5472	WADE, JOHN
NC	BUTNER	8094	1547 NC-56 27522	27509	919-529-1676	KBP Inspired, LLC
NC	CANTON	6679	701 CHAMPION DR	28716	828-648-5898	BRUMIT, JOE
NC	CARRBORO	7101	102A NORTH CAROLINA 54	27510-1559	919-928-8565	KBP Inspired, LLC
NC	Charlotte	8798	5226 Independence Blvd	28212	980-949-6678	BRUMIT, JOE
NC	CHARLOTTE	7023	7008 WEST W T HARRIS BLVD	28269	704-599-8109	BRUMIT, JOE
NC	CHARLOTTE	7380	311 S KINGS DR	28204-3039	704-331-1785	WADE, JOHN
NC	CHARLOTTE	5989	2501 LITTLE ROCK RD	28214	704-393-1977	WADE, JOHN
NC	CHARLOTTE	437	4724 SOUTH BLVD	28217-2151	704-523-9534	WADE, JOHN
NC	CLAYTON	6899	11851 US HWY 70 W	27520	919-550-2751	WADE, JOHN
NC	CLEMMONS	5817	2541 LEWISVILLE-CLEMMONS RD	27012-8712	336-766-6050	WADE, JOHN
NC	CLINTON	8014	1403 SUNSET AVENUE	28328	910-593-1344	KBP Inspired, LLC
NC	CONCORD	7961	6109 BAYFIELD PARKWAY	28027	704-788-2280	BRUMIT, JOE

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NC	CONCORD	5792	274 CONCORD PKWY N	28027	704-784-4610	Frizzell, Ben
NC	CORNELIUS	8573	18240 STATESVILLE RD.	28031	704-237-4537	BRUMIT, JOE
NC	DALLAS	7415	1009 DALLAS CHERRYVILLE HWY	28034-8709	704-922-8087	BRUMIT, JOE
NC	DUNN	144	1106 W CUMBERLAND ST	28334-4608	910-892-4774	KBP Inspired, LLC
NC	DURHAM	7596	5503 S MIAMI BLVD	27703-8529	919-237-9403	KBP Inspired, LLC
NC	DURHAM	148	5278 N ROXBORO RD	27712-2858	919-261-3763	KBP Inspired, LLC
NC	DURHAM	5037	ROAD	27705-3006	919-237-9024	KBP Inspired, LLC
NC	EDEN	403	838 S VAN BUREN RD	27288-5324	336-627-0681	WADE, JOHN
NC	ELIZABETHTOWN	8505	404 POPLAR ST.	28337	910-862-2201	CAMPBELL OIL GROUP
NC	FAYETTEVILLE	7881	4515 RAMSEY ST	28311	910-488-1589	KBP Inspired, LLC
NC	FAYETTEVILLE	7470	1435 WALTER REED RD	28304-4401	910-427-6250	KBP Inspired, LLC
NC	FAYETTEVILLE	938	1898 SKIBO	28303-3276	910-864-9588	KBP Inspired, LLC
NC	FOREST CITY	6477	703 S BROADWAY	28043	828-248-9307	BRUMIT, JOE
NC	FRANKLIN	6663	15 ALLMAN DR	28734	828-524-8865	BRUMIT, JOE
NC	FUQUAY-VARINA	286	1404 N MAIN ST	27526-8901	919-552-8377	KBP Inspired, LLC
NC	GARNER	6335	1300 FIFTH AVE	27529	919-662-7749	WADE, JOHN
NC	GASTONIA	7655	345 E GARRISON BLVD	28054-0419	704-854-9164	BRUMIT, JOE
NC	GASTONIA	6977	524 COX RD	28054-0627	704-869-9871	BRUMIT, JOE
NC	GOLDSBORO	74	1103 N BERKLEY BLVD	27534-3417	919-751-9498	KBP Inspired, LLC
NC	GRAHAM	1933	806 S MAIN ST	27253-3735	336-227-2870	WADE, JOHN
NC	GREENSBORO	8116	1901 E CONE BLVD.	27405	336-621-1188	WADE, JOHN
NC	GREENSBORO	7676	507 PISGAH CHURCH RD	27455-2523	336-545-9108	WADE, JOHN
NC	GREENSBORO	6855	2217 MARTIN LUTHER KING DR	27406-3710	336-574-0665	WADE, JOHN
NC	GREENSBORO	6408	1319 BRIDFORD PKWY	27407-2655	336-297-1365	WADE, JOHN
NC	GREENSBORO	149	3802 S HOLDEN RD	27406-9502	336-297-0767	WADE, JOHN
NC	GREENSBORO	1027	1001 SUMMIT AVE	27405-7007	336-275-1585	WADE, JOHN
NC	GREENVILLE	8048	1884 EAST FIRETOWER rD	27858	252-355-3706	WADE, JOHN
NC	HARRISBURG	8594	5150 HIGHWAY 49 SOUTH	28075	704-455-3396	BRUMIT, JOE
NC	HENDERSON	104	403 RALEIGH RD	27536-5367	252-430-1064	KBP Inspired, LLC
NC	E	1628	1809 FOUR SEASONS BLVD	28739	828-697-6237	BRUMIT, JOE
NC	HICKORY	8544	2375 SPRINGS RD.	28601	828-256-4261	BRUMIT, JOE
NC	HICKORY	7455	1845 US HIGHWAY 70 SE	28602-5157	828-324-4894	BRUMIT, JOE
NC	HICKORY	1668	1470 US HWY 321 NW	28601	828-324-9429	BRUMIT, JOE
NC	HIGH POINT	1808	2601 N MAIN ST	27265	336-841-4255	Frizzell, Ben
NC	HIGH POINT	143	2815 S MAIN ST	27263-1936	336-434-2200	WADE, JOHN

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NC	HOPE MILLS	8062	3070 NORTH MAIN ST	28348	910-427-6390	KBP Inspired, LLC
NC	HUDSON	7320	2763 HICKORY BLVD	28638	828-728-5081	BRUMIT, JOE
NC	INDIAN TRAIL	6875	BLVD	28079-9611	704-821-3450	BRUMIT, JOE
NC	Jacksonville	8007	408 South Marine Boulevard	28540	910-577-0038	WADE, JOHN
NC	JACKSONVILLE	7175	1365 WESTERN BLVD	28546-6663	910-455-6044	WADE, JOHN
NC	JONESVILLE	6425	1808 NC HIGHWAY 67	28642-9248	336-835-5118	WADE, JOHN
NC	KANNAPOLIS	1840	1315 S CANNON BLVD	28083-6232	704-932-3300	Frizzell, Ben
NC	KERNERSVILLE	6234	1015 S MAIN STREET	27284-8186	336-993-4969	WADE, JOHN
NC	KINGS MOUNTAIN	8660	216 CLEVELAND AVENUE	28086	704-750-7377	BRUMIT, JOE
NC	KINSTON	6445	4173 W VERNON AVE	28504-9655	252-527-1085	WADE, JOHN
NC	KNIGHTDALE	7820	6721 KNIGHTDALE BLVD	27545	919-261-3892	KBP Inspired, LLC
NC	LAURINBURG	278	1400 S MAIN ST	28352-5034	910-276-5563	WADE, JOHN
NC	Leland	8791	1930 Mercantile Drive	28457	910-408-1451	CAMPBELL OIL GROUP
NC	LELAND	7818	1115 NEW POINTE BLVD	28451	910-371-6022	WADE, JOHN
NC	LENOIR	1837	311 BLOWING ROCK BLVD	28645	828-754-3561	BRUMIT, JOE
NC	LEXINGTON	5183	401 N MAIN ST	27292-3555	336-243-1199	WADE, JOHN
NC	LINCOLNTON	6795	2216 E MAIN ST	28092	704-736-0408	BRUMIT, JOE
NC	Locust	8918	1872 West Main Street	28097	423-764-5107	Frizzell, Ben
NC	LUMBERTON	7553	3009 FAYETTEVILLE RD	28358-2781	910-738-3601	WADE, JOHN
NC	MARION	8662	2631 SUGAR HILL RD	28752	828-559-2105	BRUMIT, JOE
NC	MEBANE	8084	1316 MEBANE OAKS RD.	27302	919-563-0558	WADE, JOHN
NC	Mint Hill	8718	12940 Albemarle Road	28227	704-431-2421	BRUMIT, JOE
NC	MOCKSVILLE	7040	1511 YADKINVILLE RD	27028	336-751-2729	MAST, STEVE
NC	MONROE	5060	2101 W ROOSEVELT BLVD	28110	704-289-5284	BRUMIT, JOE
NC	MOORESVILLE	7771	116 BRIDGEWATER LANE	28115	704-799-7075	MAST, STEVE
NC	MOREHEAD CITY	7853	5158 HWY 70	28557	252-240-3800	WADE, JOHN
NC	MORGANTON	1810	2155 S STERLING ST	28655	828-437-6245	BRUMIT, JOE
NC	MOUNT AIRY	1913	2128 ROCKFORD ST	27030-5206	336-786-1411	WADE, JOHN
NC	MURPHY	7351	1193 US HIGHWAY 64 W	28906-3366	828-835-8322	RESTAURANT MANAGEMENT, INC.
NC	NEW BERN	5227	1705 RED ROBIN LN	28562-5792	252-636-3487	WADE, JOHN
NC	PINEVILLE	5527	597 N POLK ST	28134	704-889-2732	BRUMIT, JOE
NC	RALEIGH	7814	2601 WAKE FOREST RD	27609	919-832-6885	KBP Inspired, LLC
NC	RALEIGH	6151	6308 CAPITAL BLVD	27616	919-954-6185	WADE, JOHN
NC	REIDSVILLE	8262	5156 US 29 BUSINESS	27320	336-342-0994	WADE, JOHN
NC	Richlands	9010	8105 Richlands Hwy	28574	910-900-8032	WADE, JOHN

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NC	ROANOKE RAPIDS	7463	293 PREMIER BLVD	27870-5076	252-535-9100	WADE, JOHN
NC	ROCKINGHAM	7218	1114 E BROAD ST	28379	910-895-8952	BRUMIT, JOE
NC	ROCKY MOUNT	7571	778 WORD PLAZA	27804	252-451-4445	WADE, JOHN
NC	ROXBORO	7811	1003 DURHAM RD	27573	336-343-6149	KBP Inspired, LLC
NC	Salisbury	8920	2125 Statesville Blvd	28147	704-431-4399	Frizzell, Ben
NC	SALISBURY	1960	1311 JAKE ALEXANDER BLVD	28146	704-637-5120	Frizzell, Ben
NC	SANFORD	5959	2501 S HORNER BLVD	27330-6141	919-842-3012	KBP Inspired, LLC
NC	SHELBY	5110	123 E DIXON BLVD	28150	704-484-2333	BRUMIT, JOE
NC	Smithfield	8136	1720 East Market Street	27577	919-934-2602	KBP Inspired, LLC
NC	SOUTHERN PINES	6404	1710 US HIGHWAY 1 S	28387-7040	910-693-1112	KBP Inspired, LLC
NC	SPRING LAKE	1404	301 MURCHEISON RD	28390-3655	910-497-2160	KBP Inspired, LLC
NC	STATESVILLE	7503	829 TURNERSBURG HWY	28625-9446	704-876-9997	FAW, JAMES CLAYTON
NC	STATESVILLE	1889	3209 TAYLORSVILLE RD	28677	704-873-9429	WADE, JOHN
NC	Tarboro	8755	1015 West St. James Street	27886	252-563-5231	WADE, JOHN
NC	Taylorsville	8760	486 NC Highway 16	28681	828-635-4134	BRUMIT, JOE
NC	THOMASVILLE	6136	1126 RANDOLPH ST	27360-5750	336-475-4766	Frizzell, Ben
NC	TROUTMAN	7950	110 JULIAN PLACE	28166	704-528-0078	MAST, STEVE
NC	WADESBORO	7219	301 E CASWELL ST	28170	704-994-3674	BRUMIT, JOE
NC	WAKE FOREST	7668	2104 S MAIN ST	27587-8817	919-556-6724	WADE, JOHN
NC	WARSAW	7441	2574 W NORTH CAROLINA HWY 24	28398	910-293-2222	PILOT TRAVEL CENTERS LLC
NC	WASHINGTON	8026	1130 WEST 15TH ST	27889	252-946-0135	WADE, JOHN
NC	Waxhaw	8821	1001 Aspinal Street	28173	252-203-5212	BRUMIT, JOE
NC	WAYNESVILLE	6276	710 RUSS AVE	28786	828-452-2441	BRUMIT, JOE
NC	WEAVERVILLE	6382	87 WEAVER BLVD	28787	828-658-1504	BRUMIT, JOE
NC	WHITEVILLE	8592	1201 N. JK POWELL BLVD.	28472	910-640-2299	CAMPBELL OIL GROUP
NC	WHITTIER	6909	17 CHEROKEE CROSSING	28789-7192	828-497-9613	BRUMIT, JOE
NC	WILKESBORO	1839	1400 CURTIS BRIDGE RD	28697-2242	336-838-5858	WADE, JOHN
NC	WILMINGTON	7317	5108 S COLLEGE RD	28412-2206	910-796-9042	WADE, JOHN
NC	WILMINGTON	7076	1502 SHIPYARD BLVD	28412-6547	910-392-4459	WADE, JOHN
NC	WILSON	6255	2404 FOREST HILLS RD	27893	252-291-4008	WADE, JOHN
NC	WINSTON-SALEM	7368	101 SUMMIT SQUARE BLVD	27105-1468	336-377-2280	WADE, JOHN
NC	WINSTON-SALEM	7202	3184 PETERS CREEK PKWY	27127-4755	336-785-1106	WADE, JOHN
NC	YADKINVILLE	8245	803 SOUTH STATE STREET	27055	336-849-4059	FAW, JAMES CLAYTON
NC	ZEBULON	6036	171 WAKLON ST	27597	919-887-2005	KBP Inspired, LLC

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ND	BISMARCK	7761	3000 ROCK ISLAND PLACE	58504	701-258-2775	WADE, JOHN
ND	BISMARCK	6638	2601 STATE ST	58503	701-255-3455	WADE, JOHN
ND	DICKINSON	6636	251 14TH ST W	58601	701-227-8854	WADE, JOHN
ND	FARGO	7389	3185 25TH ST S	58103	701-271-8711	WADE, JOHN
ND	FARGO	6934	1117 38TH ST NW	58102-2942	701-282-2452	WADE, JOHN
ND	FARGO	6336	1415 42ND ST	58103	701-281-0610	WADE, JOHN
ND	GRAND FORKS	7567	3851 32ND AVE S	58201-5907	701-772-2056	WADE, JOHN
ND	JAMESTOWN	6217	1801 7 AVE SW	58401	701-252-2048	WADE, JOHN
ND	MANDAN	8447	2640 OVERLOOK LANE NW	58554	701-751-0293	WADE, JOHN
ND	MINOT	6725	1734 S BROADWAY	58701	701-852-3720	WADE, JOHN
ND	WILLISTON	7289	1107 SECOND AVE W	58801	701-774-2144	WADE, JOHN
NE	ALLIANCE	5099	1324 WEST 3RD ST	69301	308-762-2700	Quality Meats
NE	AURORA	7480	1539 MADISON AVE	68818-7004	402-694-2862	LOVE'S COUNTRY STORES, INC.
NE	BEATRICE	5710	2205 N 6TH ST	68310	402-228-1333	DRM, INC.
NE	BELLEVUE	7125	1303 CORNHUSKER RD	68123-4402	402-293-3893	D'Agosto, Andrew
NE	CHADRON	6359	440 WEST 3RD ST	69337	308-432-3100	Quality Meats
NE	COLUMBUS	1646	2521 23RD ST	68601-3207	402-563-4111	D'Agosto, Andrew
NE	ELKHORN	6235	20406 CUMBERLAND DR	68022	402-289-2500	UFO, INC.
NE	Fremont	951	2040 North Bell Street	68025	402-727-6266	HILL JR., JAMES M.
NE	Grand Island	8849	6975 Bosselman Avenue, Lot 8	68803	308-675-3892	ZANA, JAMES SCOTT
NE	GRAND ISLAND	1720	1204 S LOCUST ST	68801	308-384-4738	ZANA, JAMES SCOTT
NE	GRAND ISLAND	953	2333 N WEBB RD	68803-1743	308-384-4244	ZANA, JAMES SCOTT
NE	Gretna	10123	19609 Oakmont Drive	68028	531-359-2636	D'Agosto, Andrew
NE	GRETNA	8390	11310 WICKERSHAM BLVD.	68028	402-916-9551	DRM, INC.
NE	Hastings	8774	3207 Osborne Drive West	68901	402-303-6230	M.T.G., INC.
NE	HASTINGS	1711	401 S BURLINGTON AVE	68901-5908	402-462-4555	M.T.G., INC.
NE	KEARNEY	7401	100 W 56TH ST	68847	308-234-4559	M.T.G., INC.
NE	KEARNEY	1529	819 S SECOND AVE	68847	308-234-6435	M.T.G., INC.
NE	LEXINGTON	6131	2508 PLUM CREEK PKWY	68850-2814	308-324-4918	Quality Meats
NE	LINCOLN	8275	8555 ANDERMATT DR	68526	402-488-0013	DRM, INC.
NE	LINCOLN	7427	7000 HUSKER CIR	68504-9814	402-476-1007	DRM, INC.
NE	LINCOLN	6100	2444 S 48TH ST	68506-5511	402-488-9242	DRM, INC.
NE	LINCOLN	5338	3500 CORNHUSKER HWY	68504	402-464-9449	DRM, INC.
NE	LINCOLN	1309	4300 S 27TH ST	68502	402-423-0506	DRM, INC.
NE	LINCOLN	651	5540 O ST	68510-2130	402-467-3300	DRM, INC.
NE	LINCOLN	577	1425 Q ST	68508-1646	402-476-7114	DRM, INC.

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NE	MCCOOK	1712	900 WEST B ST	69001	308-345-7154	Quality Meats
NE	NEBRASKA CITY	6973	1649 S 11TH ST	68410-3456	402-873-5323	D'Agosto, Andrew
NE	NORFOLK	5596	1204 OMAHA AVE	68701	402-379-0271	WADE, JOHN
NE	OGALLALA	5508	65 RIVER RD	69153	308-284-3917	Quality Meats
NE	Omaha	8917	18480 Wright St.	68130	402-330-2467	D'Agosto, Andrew
NE	OMAHA	7340	4615 N 72 ST	68134	402-573-1259	D'Agosto, Andrew
NE	OMAHA	6628	8429 W CENTER RD	68124-2044	402-390-5022	D'Agosto, Andrew
NE	OMAHA	6342	13610 W MAPLE RD	68164-2424	402-493-3079	D'Agosto, Andrew
NE	OMAHA	1392	14145 S STREET NE	68137	402-895-1655	D'Agosto, Andrew
NE	OMAHA	822	3417 N 90TH ST	68134-4711	402-571-5338	D'Agosto, Andrew
NE	OMAHA	765	4144 S 50TH ST	68117	402-731-7775	D'Agosto, Andrew
NE	OMAHA	652	2910 S 120TH ST	68144-4311	402-334-2922	D'Agosto, Andrew
NE	OMAHA	5280	5029 S 108TH ST	68137-2313	402-339-4626	DRM, INC.
NE	Omaha	5269	5325 Center Street	68106	402-556-4098	DRM, INC.
NE	ORD	7762	1111 SOUTH 2ND STREET	68862	308-728-3838	TROTTER'S WHOA & GO PLAZA, LLC
NE	PAPILLION	7919	8570 SOUTH 71ST PLAZA	68133	402-592-2560	D'Agosto, Andrew
NE	SCOTTSBLUFF	1542	601 W 27th ST	69361	308-632-3300	Quality Meats
NE	SIDNEY	6210	829 OLD POST RD	69162	308-254-5010	Quality Meats
NE	SOUTH SIOUX CITY	6013	3815 DAKOTA AVE	68776	402-494-4766	WADE, JOHN
NE	YORK	1656	4030 S LINCOLN AVE	68467	402-362-2325	D'Agosto, Andrew
NH	NASHUA	8533	621 AMHERST STREET	03063	603-459-8563	CROTEAU, JOHN
NJ	BORDENTOWN	8616	402 RISING SUN SQUARE RD	08505	609-298-6070	TRAVELCENTERS OF AMERICA
NJ	NEPTUNE	7652	3585 ROUTE 66	07753-2602	732-455-5795	MALONE, LYNDA
NJ	Phillipsburg	8994	680 Memorial Pkwy	08865	908-291-3001	PARIKH & PARIKH
NJ	ROCKAWAY	8306	207 ROUTE 46	07866	973-625-0200	DHARIA, PARU
NJ	WILLINGBORO	1527	4208 US ROUTE 130	08046-2551	609-871-9522	CRAWFORD, CHUCK
NM	ALAMOGORDO	1844	421 S WHITE SANDS BLVD	88310	575-437-3534	GLUCK, JAY
NM	ALBUQUERQUE	7165	1416 MERCANTILE AVE NE	87107	505-341-3549	GLUCK, JAY
NM	ALBUQUERQUE	861	6110 SAN MATEO BLVD. NE	87109	505-872-7944	GLUCK, JAY
NM	ALBUQUERQUE	116	5800 MENAUL BLVD NE	87110	505-884-6226	GLUCK, JAY
NM	ALBUQUERQUE	1819	3270 COORS BLVD	87120	505-836-3880	KRAMER, JACOB
NM	ALBUQUERQUE	1263	1751 JUAN TABO NE	87112	505-292-2338	KRAMER, JACOB
NM	BELEN	8665	703 CHRISTOPHER DR	87002	505-864-3087	LOVE'S COUNTRY STORES, INC.
NM	CARLSBAD	5600	1305 W PIERCE	88220	575-885-0369	GLUCK, JAY

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NM	CLOVIS	1568	2111 N PRINCE ST	88101-4453	575-763-4521	GLUCK, JAY
NM	Deming	8772	127 North Silver Ave.	88030	575-546-9086	MATHIEU, JOSEPH JAMES
NM	FARMINGTON	1569	1825 E MAIN ST	87401-7709	505-327-9170	GLUCK, JAY
NM	LAS CRUCES	6818	2341 E LOHMAN	88001	575-647-8857	GLUCK, JAY
NM	LAS CRUCES	1206	510 E IDAHO AVE	88001	575-523-2800	GLUCK, JAY
NM	Las Cruces	8903	3496 Bataan Memorial Highway	88011	(575) 222-4379	MATHIEU, JOSEPH JAMES
NM	LAS VEGAS	1798	1711 7TH ST	87701	505-425-5448	GLUCK, JAY
NM	LORDSBURG	6867	1050 E MOTEL DR	88045	575-542-3103	PILOT TRAVEL CENTERS LLC
NM	LOS LUNAS	5264	601 MAIN ST NE	87031	505-865-3256	GLUCK, JAY
NM	MORIARTY	6788	1515 US ROUTE 66	87035	505-832-1598	GLUCK, JAY
NM	RATON	5776	415 CLAYTON HWY	87740	575-445-8078	GLUCK, JAY
NM	RIO RANCHO	5668	3351 SOUTHERN BLVD	87124	505-891-3875	GLUCK, JAY
NM	ROSWELL	1198	1013 N MAIN ST	88201	575-622-8710	GLUCK, JAY
NM	SANTA FE	1110	3267 CERRILLOS RD	87501	505-471-6211	KRAMER, JACOB
NM	SILVER CITY	1986	1940 US HWY 180 E80 EAST	88061	575-388-4311	KBP Inspired, LLC
NM	SOCORRO	5152	1010 S HWY 85	87801	575-835-1917	GLUCK, JAY
NM	TUCUMCARI	7955	1900 MOUNTAIN RD	88401	575-461-1900	LOVE'S COUNTRY STORES, INC.
NV	Carson City	8921	2943 Hwy 50E	89701	775-350-7185	BROWER, JACK
NV	CARSON CITY	1814	1122 S CARSON ST	89701-5232	775-883-1814	BROWER, JACK
NV	ELKO	5401	2411 MOUNTAIN CITY HWY	89801	775-738-7337	COSPER, SEAN
NV	Fallon	8969	2105 Casey Rd	89406	(775) 423-8969	DRG MEATS, LLC
NV	FERNLEY	7456	825 COMMERCE CENTER DR	89408	775-575-2249	LOVE'S COUNTRY STORES, INC.
NV	Henderson	8862	1430 West Horizon Ridge Pkwy	89012	702-462-9169	DRG MEATS, LLC
NV	HENDERSON	7564	10365 S EASTERN AVE	89052-3960	702-445-6777	DRG MEATS, LLC
NV	HENDERSON	6723	590 N STEPHANIE ST	89014-6612	702-272-0302	DRG MEATS, LLC
NV	HENDERSON	6568	160 N PECOS	89014	702-263-1024	DRG MEATS, LLC
NV	HENDERSON	1671	310 S BOULDER HWY	0	702-564-3834	DRG MEATS, LLC
NV	Las Vegas	8855	8525 Blue Diamond Road	89178	702-331-1791	DRG MEATS, LLC
NV	Las Vegas	8440	3120 S. Durango	89177	317-218-3458	DRG MEATS, LLC
NV	LAS VEGAS	7781	7035 N. DURANGO DRIVE	89149	702-435-7316	DRG MEATS, LLC
NV	LAS VEGAS	7663	4830 S FORT APACHE RD	89147-7943	725-204-6999	DRG MEATS, LLC
NV	LAS VEGAS	6821	3477 S DURANGO DR	89117	702-838-9934	DRG MEATS, LLC
NV	LAS VEGAS	6430	4521 N RANCHO DR	89130	702-463-8977	DRG MEATS, LLC

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NV	LAS VEGAS	6402	1940 ROCK SPRINGS DR	89128	702-256-9340	DRG MEATS, LLC
NV	LAS VEGAS	5277	6010 W FLAMINGO	89103	702-362-6166	DRG MEATS, LLC
NV	LAS VEGAS	1842	725 N NELLIS BLVD	89110-5384	702-268-7016	DRG MEATS, LLC
NV	NELLIS AFB	8418	5691 RICKENBACKER RD	89191	702-644-8516	AAFES
NV	NORTH LAS VEGAS	7780	6979 ALIANTE PARKWAY	89084	702-656-9196	DRG MEATS, LLC
NV	NORTH LAS VEGAS	207	1300 E LAKE MEAD BLVD	89030	702-915-7679	DRG MEATS, LLC
NV	Pahrump	9073	690 South Nevada Highway 160	89048	725-245-1120	DRG MEATS, LLC
NV	RENO	6862	2899 NORTHTOWNE LANE	89512	775-358-7868	DRG MEATS, LLC
NV	WEST WENDOVER	6956	1200 W WENDOVER BLVD	89883	775-664-3430	PILOT TRAVEL CENTERS LLC
NY	ALBANY	5444	133 WOLF RD	12205	518-482-1960	LANGE, MATTHEW
NY	AMHERST	5483	BLVD	14228	716-691-5742	SCHIAPPA, SAMUEL
NY	BATAVIA	1610	212 W MAIN ST	14020-1909	585-219-4929	MELAND, WILLIAM
NY	BATH	5885	380 W MORRIS ST	14810	607-776-3842	MUGNOLA, FRANK
NY	BELLMORE	8384	409 E. SUNRISE HWY	11710	516-557-2297	Singh, Parget (Laddi)
NY	BINGHAMTON	6978	1329 UPPER FRONT ST	13901	607-724-2729	KIRMANI, SYED-NADEEM
NY	CANANDAIGUA	5676	140 EASTERN BLVD	14424-2218	585-396-9356	MUGNOLA, FRANK
NY	Centereach	8767	1759 Middle Country Road	11720	631-676-4957	Sultanzada, Lalmir
NY	COBLESKILL	7172	798 E MAIN ST	12043-5003	518-234-4669	MALONE, LYNDA
NY	COLONIE	6065	131 COLONIE CENTER	12205	518-438-0248	MALONE, LYNDA
NY	DANSVILLE	5988	9505 FOSTER WHEELER RD	14437-9259	585-335-6910	MUGNOLA, FRANK
NY	DEPEW	8315	572 DICK RD	14043	716-601-7595	SCHIAPPA, MICHAEL
NY	DEPEW	5067	4827 BROADWAY	14043	716-681-1170	SCHIAPPA, MICHAEL
NY	EAST MEADOW	8582	2080 HEMPSTEAD TURNPIKE	11554	516-222-1232	Sultanzada, Lalmir
NY	EVANS MILLS	6940	25495 US RTE 11	13637	315-629-5675	LOFBERG, SHELLEY
NY	Farmingdale	8945	1050 Broadhollow Road	11735	631-756-0303	Sultanzada, Lalmir
NY	FORT DRUM	8749	10730 ENDURING FREEDOM DRIVE	13602	214-465-1671	AAFES
NY	FREDONIA	971	10438 BENNETT RD	14063-1401	716-529-8704	SCHIAPPA, SAMUEL
NY	FRESH MEADOWS	7362	175-14 HORACE HARDING EXPY	11365-2121	347-542-3562	Singh, Parget (Laddi)
NY	Geneseo	8907	4419 Genesee Valley Plaza Rd	14454	585-447-9052	MUGNOLA, FRANK
NY	HAMBURG	8451	5115 CAMP ROAD	14075	716-202-1460	SCHIAPPA, SAMUEL
NY	JAMESTOWN	5682	800 FOOTE AVENUE	14701	716-488-1622	HUTCHINSON, DANA AND CHRIS

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
NY	JAMESTOWN	192	346 FLUVANNA AVE	14701-2034	716-488-1620	HUTCHINSON, DANA AND CHRIS
NY	JERICHO	8615	334 NORTH BROADWAY	11753	516-396-0181	Singh, Parget (Laddi)
NY	KENMORE	115	3793 DELAWARE AVE	14217	716-873-0116	SCHIAPPA, SAMUEL
NY	LAKEWOOD	7512	100 MALL BLVD	14750	716-763-0836	HUTCHINSON, DANA AND CHRIS
NY	LINDENHURST	8439	100 SUNRISE HIGHWAY	11757	631-450-4330	Singh, Parget (Laddi)
NY	LOCKPORT	694	5737 S TRANSIT RD	14094	716-433-7710	SCHIAPPA, SAMUEL
NY	LOWVILLE	5491	7416 S STATE STREET	13367-1715	315-376-2145	LOFBERG, SHELLEY
NY	MIDDLE VILLAGE	7737	69-16 METROPOLITAN AVENUE	11379	718-255-6254	Singh, Parget (Laddi)
NY	NEWBURGH	7507	239 ROUTE 17K	12550-8307	845-567-0979	PILOT TRAVEL CENTERS LLC
NY	NIAGARA FALLS	844	1001 CEDAR AVE	14301-1131	716-285-2450	ALESSANDRA ESTATE
NY	NIAGARA FALLS	94	BLVD	14304-2549	716-298-5365	ALESSANDRA ESTATE
NY	NORWICH	5554	6151 STATE HWY 12	13815	607-336-2729	KIRMANI, SYED-NADEEM
NY	ONEONTA	1545	5526 STATE HIGHWAY 7	13820-2081	607-432-9821	MALONE, LYNDA
NY	PAINTED POST	7245	257 SOUTH HAMILTON ST	14870	607-962-9633	MUGNOLA, FRANK
NY	POTSDAM	5367	172 MARKET ST	13676	315-265-1240	Lofberg, Garth
NY	ROCHESTER	46	2600 MONROE AVE	14618	585-461-0557	MUGNOLA, FRANK
NY	VESTAL	6856	3131 VESTAL PKWY E	13851	607-798-6896	KIRMANI, SYED-NADEEM
NY	WATERTOWN	1899	957 ARSENAL ST	13601	315-782-6914	LOFBERG, SHELLEY
NY	WATKINS GLEN	7453	511 E 4TH ST	14891-1218	607-535-9609	MUGNOLA, FRANK
NY	WEST SENECA	650	2300 UNION RD	14224	716-656-0112	SCHIAPPA, MICHAEL
NY	WILLIAMSVILLE	117	6845 MAIN ST	14221	716-632-5391	SCHIAPPA, MICHAEL
OH	AMELIA	8511	3789 WATERFORD PARKWAY	45102	513-943-1496	RESTAURANT MANAGEMENT, INC.
OH	ASHLAND	6487	1015 CLAREMONT AVENUE	44805	419-289-8119	TURBO RESTAURANTS
OH	ATHENS	7443	991 E STATE ST	45701-2117	740-592-4399	WADE, JOHN
OH	BATAVIA	6152	2019 HOSPITAL DR	45103	513-732-3390	RESTAURANT MANAGEMENT, INC.
OH	BELLEFONTAINE	1409	1726 S MAIN ST	43311-1510	937-592-2669	BOB RHODES COMPANY
OH	BELLEVUE	8632	625 WEST MAIN ST.	44811	419-484-2729	TURBO RESTAURANTS
OH	BETHEL	6215	609 W PLANE ST	45106	513-734-6864	RESTAURANT MANAGEMENT, INC.
OH	BLUFFTON	6014	505 STATE ROUTE 103	45817-9620	419-358-2729	BOB RHODES COMPANY
OH	BRIDGEPORT	7981	103 AETNA ST	43912	740-633-3008	BECKER, HOWARD
OH	BROOKVILLE	5176	50 TRIGGS RD	45309	937-833-5805	WADE, JOHN

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OH	BRUNSWICK	5620	3521 CENTER RD	44212	330-273-7383	CANNATA, VINCENT J.
OH	BUCYRUS	7910	AVE	44820	419-562-2168	MCGUIRE, DOUG
OH	BURBANK	8643	8417 HARLEY DR.	44214	330-302-4040	TURBO RESTAURANTS
OH	CALDWELL	6957	44133 FAIRGROUND RD	43724	740-732-6566	PILOT TRAVEL CENTERS LLC
OH	CAMBRIDGE	7489	61302 SOUTHGATE RD	43725-9114	740-435-8070	BECKER, HOWARD
OH	CANAL WINCHESTER	6614	6101 GENDER RD	43110-2003	614-834-9511	SHALTENS, CAROL
OH	CANFIELD	1670	13 TALSMAN DR	44406	330-533-5865	PIPINO, JAMES
OH	CELINA	5997	1961 HAVEMANN RD	45822-9389	419-586-7167	BOB RHODES COMPANY
OH	CENTERVILLE	7713	8301 YANKEE STREET	45458	937-312-1728	WADE, JOHN
OH	CENTERVILLE	6192	6260 WILMINGTON PIKE	45459	937-848-2013	WADE, JOHN
OH	CENTERVILLE	722	9268 DAYTON LEBANON PIKE	45458-3837	937-433-8588	WADE, JOHN
OH	CINCINNATI	140	7790 BEECHMONT AVE	45255	513-474-5880	BRANDY, MICHAEL
OH	CINCINNATI	5242	10365 READING RD	45241	513-563-7303	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	5174	851 EASTGATE SOUTH DR	45245	513-752-4222	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	1868	8955 FIELDS ERTEL RD	45249-8260	513-683-9637	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	1526	8031 MONTGOMERY RD	45236	513-791-2727	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	1193	7900 COLERAIN AVE	45239	513-521-0043	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	81	8657 WINTON RD	45231	513-521-0332	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	91	6271 GLENWAY AVE	45211	513-661-0088	RESTAURANT MANAGEMENT, INC.
OH	CINCINNATI	131	3573 SPRINGDALE RD	45251	513-385-1100	RESTAURANT MANAGEMENT, INC.
OH	CLYDE	7466	1033 W MCPHERSON HWY	43410-1001	419-547-7646	TURBO RESTAURANTS
OH	COSHOCTON	6486	245 S. 2ND STREET	43812	740-722-9303	TURBO RESTAURANTS
OH	CUYAHOGA FALLS	21	2685 STATE RD	44223	330-923-9852	CANNATA, VINCENT J.
OH	CUYAHOGA FALLS	1565	972 GRAHAM RD	44221	330-923-3416	TURBO RESTAURANTS
OH	DAYTON	5841	3655 MAXTON RD	45414-2433	937-454-0038	WADE, JOHN
OH	DAYTON	1194	160 S PATTERSON BLVD	45402	937-223-6373	WADE, JOHN

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OH	DAYTON	1124	4433 LINDEN AVE	45432-3023	937-254-2374	WADE, JOHN
OH	DAYTON	723	5770 SPRINGBORO PIKE	45449-2842	937-296-0038	WADE, JOHN
OH	DAYTON	718	3021 KETTERING BLVD	45439-1921	937-293-4331	WADE, JOHN
OH	DAYTON	77	4914 AIRWAY RD	45431-1492	937-252-2311	WADE, JOHN
OH	DAYTON	16	2848 SALEM AVE	45406	937-275-2017	WADE, JOHN
OH	DELAWARE	8457	216 S. SANDUSKY ST.	43015	740-417-8113	MCGUIRE, DOUG
OH	DELHI	8486	5015 Delhi Pike	45238	513-451-5565	RESTAURANT MANAGEMENT, INC.
OH	DELPHOS	7244	1850 E 5TH ST	45833	419-695-1100	BOB RHODES COMPANY
OH	DENT	6218	5680 HARRISON AVE	45248	513-574-0438	RESTAURANT MANAGEMENT, INC.
OH	EAST LIVERPOOL	5305	16250 DRESDEN AVE	43920-9656	330-385-9625	SETHI ENTERPRISES, INC.
OH	EATON	6730	1715 N BARRON ST	45320-9277	937-456-1021	WADE, JOHN
OH	Edon	8765	14553 State Route 49	43518	419-272-1520	LOVE'S COUNTRY STORES, INC.
OH	ENGLEWOOD	617	705 S MAIN ST	45322-1540	937-836-2034	WADE, JOHN
OH	FAIRBORN	5290	HWY	45324-6250	937-426-1427	WADE, JOHN
OH	FAIRBORN	5129	1130 E DAYTON YELLOW-SPRINGS RD	45324	937-879-7183	WADE, JOHN
OH	FAIRBORN	288	381 N BROAD ST	45324	937-878-1565	WADE, JOHN
OH	FAIRFIELD	7636	3101 PRINCETON RD	45011-5338	513-894-2549	RESTAURANT MANAGEMENT, INC.
OH	FAIRFIELD	5125	6735 DIXIE HWY	45014	513-870-0228	RESTAURANT MANAGEMENT, INC.
OH	FAIRFIELD	839	559 NILLES RD	45014	513-829-5253	RESTAURANT MANAGEMENT, INC.
OH	FINDLAY	8369	2220 TIFFIN AVE.	45840	419-424-1299	MCGUIRE, DOUG
OH	FINDLAY	898	700 S MAIN ST	45840-3002	419-424-0722	MCGUIRE, DOUG
OH	FREMONT	6161	1128 W STATE ST	43420	419-334-3682	TURBO RESTAURANTS
OH	GAHANNA	6605	4727 MORSE ROAD	43230	614-475-4540	TURBO RESTAURANTS
OH	GALION	8559	700 CARTER DR.	44833	419-777-7206	MCGUIRE, DOUG
OH	GALLIPOLIS	7005	1521 STATE RTE 7 S	45631	740-441-9620	WADE, JOHN
OH	GREENVILLE	6544	1476 WAGNER AVE	45331	937-548-5309	WADE, JOHN
OH	HAMILTON	948	1003 NW WASHINGTON BLVD	45013	513-863-7636	RESTAURANT MANAGEMENT, INC.
OH	HARRISON	5448	10890 NEW HAVEN RD	45030	513-367-5806	RESTAURANT MANAGEMENT, INC.
OH	HILLIARD	6790	4750 CEMETERY RD	43026	614-876-2001	TURBO RESTAURANTS
OH	HILLIARD	6634	ROAD	43026-8184	614-850-0948	TURBO RESTAURANTS

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List of Restaurant Franchisees
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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OH	HILLSBORO	6303	1279 N HIGH ST	45133	937-393-5611	BRANDY, MICHAEL
OH	HUBBARD	5614	2370 N MAIN ST	44425	330-534-0661	PIPINO, JAMES
OH	HUBER HEIGHTS	1236	5561 MERILY WAY	45424-2064	937-237-9407	WADE, JOHN
OH	HUBER HEIGHTS	595	6340 BRANDT PIKE	45424-4021	937-233-8463	WADE, JOHN
OH	HURON	7232	609 RYE BEACH RD	44839	419-433-0207	TURBO RESTAURANTS
OH	JACKSON	6939	997 E MAIN ST	45640	740-288-2100	WADE, JOHN
OH	JEFFERSONVILLE	6297	311 STATE ST	43128	740-426-8585	TURBO RESTAURANTS
OH	KENTON	7731	1215 EAST COLUMBUS STREET	43326	419-674-4100	BOB RHODES COMPANY
OH	KETTERING	62	2305 S SMITHVILLE RD	45420-1459	937-256-1510	WADE, JOHN
OH	LANCASTER	6522	1580 MEMORIAL DR	43130	740-653-7996	BECKER, HOWARD
OH	LEBANON	5311	615 E MAIN ST	45036	513-932-9608	RESTAURANT MANAGEMENT, INC.
OH	LIMA	6520	2535 SHAWNEE RD	45806	419-991-7217	BOB RHODES COMPANY
OH	LIMA	5511	1420 BELLEFONTAINE AVENUE	45804	419-222-1383	BOB RHODES COMPANY
OH	LIMA	33	2393 ELIDA RD	45805-1201	419-331-4906	BOB RHODES COMPANY
OH	LONDON	7420	1365 SR 42 NE	43140-9596	614-879-5997	PILOT TRAVEL CENTERS LLC
OH	LOVELAND	6354	10660 LOVELAND MADIERA RD	45140	513-683-4508	RESTAURANT MANAGEMENT, INC.
OH	Madison	9068	1601 Great Lakes Way	44057	440-307-6171	LOVE'S COUNTRY STORES, INC.
OH	MANSFIELD	5878	2325 INTERSTATE CIRCLE	44904	419-756-0600	MOCKBEE, CHARLES
OH	MARENGO	7418	488 STATE ROUTE 61	43334	419-253-9276	PILOT TRAVEL CENTERS LLC
OH	MARIETTA	7343	805 JEFFERSON ST	45750	740-376-9988	WADE, JOHN
OH	MARION	8204	175 MCMAHAN BLVD.	43302	740-389-3598	MCGUIRE, DOUG
OH	MARYSVILLE	8726	350 COLEMAN'S CROSSING BLVD	43040	937-738-2175	MCGUIRE, DOUG
OH	MASON	7268	5561 S STATE RTE 741	45040	513-229-0913	RESTAURANT MANAGEMENT, INC.
OH	MASSILLON	8634	515 LINCOLN WAY E	44646	330-775-7620	TURBO RESTAURANTS
OH	MAYFIELD HEIGHTS	6590	5993 MAYFIELD RD	44124	440-473-1433	TURBO RESTAURANTS
OH	MEDINA	5630	5081 EASTPOINT DR	44256	330-725-5464	MOCKBEE, CHARLES
OH	MIAMISBURG	725	101 S HEINCKE RD	45342-3556	937-866-0431	WADE, JOHN
OH	MIDDLETOWN	1179	1315 ELLIOT DR	45042	513-424-0099	RESTAURANT MANAGEMENT, INC.

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OH	Middletown	9049	2223 N Verity Pkwy	45042	513-318-5345	WADE, JOHN
OH	MILFORD	1269	906 STATE RD 28	45150	513-831-7733	RESTAURANT MANAGEMENT, INC.
OH	Monroe	8928	200 Hamilton Lebanon Road	45050	513-402-3420	RESTAURANT MANAGEMENT, INC.
OH	MOUNT ORAB	7352	116 N POINT DR	45154-8967	937-444-2682	RESTAURANT MANAGEMENT, INC.
OH	MOUNT VERNON	7123	1057 COSHOCTON AVE	43050	740-392-5010	TURBO RESTAURANTS
OH	Napoleon	8830	775 American Road	43545	419-766-6042	LOVE'S COUNTRY STORES, INC.
OH	NEW ALBANY	8622	5528 NEW ALBANY RD. EAST	43054	614-741-7069	MCGUIRE, DOUG
OH	NEW BOSTON	5895	4508 GALLIA STREET	45662	740-456-4535	WADE, JOHN
OH	New Philadelphia	8810	1297 W High Ave	44663	234-801-2049	TURBO RESTAURANTS
OH	NEW PHILADELPHIA	6586	1444 4TH ST NW	44663	330-343-8408	TURBO RESTAURANTS
OH	NILES	1976	704 YOUNGSTOWN WARREN RD	44446-3552	330-544-3287	PIPINO, JAMES
OH	North Baltimore	7791	13190 DESHIER RD	45872	419-257-2610	LOVE'S COUNTRY STORES, INC.
OH	NORTH LIMA	7927	11634 MARKET ST	44452	330-549-9251	PIPINO, JAMES
OH	NORTH RIDGEVILLE	6607	34011 CENTER RIDGE RD	44039-3219	440-353-0885	TURBO RESTAURANTS
OH	NORWOOD	6181	4600 SMITH RD	45212	513-351-8552	RESTAURANT MANAGEMENT, INC.
OH	OTTAWA	7069	1441 N PERRY ST	45875	419-523-9463	BOB RHODES COMPANY
OH	OXFORD	5163	2 LYNN AVE	45056-1547	513-523-3040	RESTAURANT MANAGEMENT, INC.
OH	PERRYSBURG	8387	26530 BAKER RD	43551	419-837-0078	LOVE'S COUNTRY STORES, INC.
OH	PIQUA	5657	1230 E ASH ST	45356-4110	937-773-8048	WADE, JOHN
OH	POLAND	7280	3255 CENTER RD	44514	330-707-9859	PIPINO, JAMES
OH	PORT CLINTON	5884	61 SE CATAWBA RD	43452	419-734-6697	TURBO RESTAURANTS
OH	PORTSMOUTH	5985	1202 CHILLICOTHE ST	45662-3442	740-353-8226	WADE, JOHN
OH	SANDUSKY	819	3908 MILAN RD	44870	419-625-8125	LINDH, ERIC
OH	SEVILLE	7544	6080 SPEEDWAY DR	44273-9107	330-769-4628	TURBO RESTAURANTS
OH	Sharonville	9106	11969 Lebanon Road	45241	513-230-1990	RESTAURANT MANAGEMENT, INC.
OH	SHEFFIELD	7002	5235 DETROIT RD	44054	440-934-3075	TURBO RESTAURANTS
OH	SHELBY	8633	234 MANSFIELD AVE.	44875	419-342-2733	TURBO RESTAURANTS

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OH	SIDNEY	5793	1550 MICHIGAN ST	45365-2451	937-492-8167	WADE, JOHN
OH	SOUTH BLOOMFIELD	8302	5071 S. WALNUT STREET	43103	740-983-3843	WADE, JOHN
OH	SOUTH POINT	6230	229 COUNTY ROAD	45680	740-894-3744	WADE, JOHN
OH	SPRINGBORO	1237	895 W CENTRAL AVE	45066-1115	937-746-4628	WADE, JOHN
OH	Springdale	8947	11470 Princeton Pike	45246	513-782-5049	RESTAURANT MANAGEMENT, INC.
OH	SPRINGFIELD	6765	203 E LEFFEL LANE	45505	937-324-3264	TURBO RESTAURANTS
OH	SPRINGFIELD	6550	1700 N BECHTLE AVE	45505	937-324-3312	TURBO RESTAURANTS
OH	SPRINGFIELD	5941	2620 EAST MAIN ST	45503	937-324-3335	TURBO RESTAURANTS
OH	ST. CLAIRSVILLE	6771	50560 VALLEY CENTER BLVD	43950	740-695-7942	BECKER, HOWARD
OH	ST. MARYS	6615	1401 COMMERCE DR	45885-9275	419-394-5526	MOELL, SCOTT
OH	STRONGSVILLE	6206	15112 PEARL RD	44136	440-846-0700	CANNATA, VINCENT J.
OH	SUNBURY	6308	7259 E STATE RD 37	43074	740-369-0317	BECKER, HOWARD
OH	TIPP CITY	6618	17 WELLER DR	45371	937-667-7432	WADE, JOHN
OH	TROY	642	903 W MAIN ST	45373-2845	937-339-0657	WADE, JOHN
OH	TWINSBURG	7200	2670 CREEKSIDE DR	44087-2194	330-487-1599	TURBO RESTAURANTS
OH	UHRICHSVILLE	5343	101 W MCCAULLEY DR	44683	740-922-6040	TURBO RESTAURANTS
OH	UNIONTOWN	5355	1687 SANDY KNOLL DR	44685	330-896-2525	MOCKBEE, CHARLES
OH	UPPER SANDUSKY	7540	1745 E WYANDOT AVE	43351-9639	419-294-4800	BOB RHODES COMPANY
OH	URBANA	7128	639 SCIOTO ST	43078	937-653-3331	TURBO RESTAURANTS
OH	VAN WERT	8450	872 N. WASHINGTON	45891	419-238-7249	BOB RHODES COMPANY
OH	VANDALIA	724	228 E NATIONAL RD	45377	937-898-3134	WADE, JOHN
OH	WAPAKONETA	5469	907 APOLLO DR	45895	419-738-4005	MOELL, SCOTT
OH	WARREN	7375	8265 E MARKET ST	44484-2341	330-856-3009	PIPINO, JAMES
OH	WARREN	1927	1001 W MARKET ST	44481	330-373-0012	TURBO RESTAURANTS
OH	WASHINGTON COURT HOUSE	6781	1840 COLUMBUS AVE	43160	740-895-6100	TURBO RESTAURANTS
OH	WAVERLY CITY	6870	961 W EMMITT AVE	45690	740-947-8414	WADE, JOHN
OH	WEST CHESTER	7913	8382 CINCINNATI - DAYTON RD	45069	513-755-6031	RESTAURANT MANAGEMENT, INC.
OH	WEST CHESTER	6450	8116 PRINCETON-GLENDALE RD	45069	513-942-2275	RESTAURANT MANAGEMENT, INC.
OH	WEST CHESTER	1235	7325 KINGSGATE WAY	45069	513-777-2616	RESTAURANT MANAGEMENT, INC.
OH	WHEELERSBURG	6708	8219 OHIO RIVER RD	45694	740-574-5999	WADE, JOHN

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OH	WILMINGTON	5661	1619 ROMBACH AVE	45177	937-382-3629	RESTAURANT MANAGEMENT, INC.
OH	WINTERSVILLE	6850	226 MAIN ST	43953	740-266-6516	BECKER, HOWARD
OH	XENIA	1075	160 W MAIN ST	45385	937-376-1931	WADE, JOHN
OH	YOUNGSTOWN	5775	5166 YOUNGSTOWN - POLAND RD.	44512	330-750-1723	PIPINO, JAMES
OH	YOUNGSTOWN	1902	701 N CANFIELD-NILES RD	44515	330-652-5217	PIPINO, JAMES
OH	ZANESVILLE	7247	605 SONORA RD	43701-7296	740-453-8759	LOVE'S COUNTRY STORES, INC.
OK	ADA	1425	400 N MISSISSIPPI AVE	74820-5241	580-436-0730	Flynn Group (RB American)
OK	ALTUS	1573	1201 N MAIN ST	73521	580-477-2312	Flynn Group (RB American)
OK	ARDMORE	8426	2700 12TH AVENUE NW	73401	580-223-5846	Flynn Group (RB American)
OK	Atoka	9101	1600 South Mississippi Avenue	74525	580-436-0730	Flynn Group (RB American)
OK	BARTLESVILLE	1331	2935 E FRANK PHILLIPS BLVD	74003	918-333-7293	Flynn Group (RB American)
OK	BARTLESVILLE	681	220 NE WASHINGTON BLVD	74003	918-333-1582	Flynn Group (RB American)
OK	Bixby	10078	14985 S. Memorial Drive	74008	918-731-8085	Flynn Group (RB American)
OK	BROKEN ARROW	7058	6237 S GARNETT	74012	918-294-8151	Flynn Group (RB American)
OK	BROKEN ARROW	6761	3325 S ELM PLACE	74012	918-449-0025	Flynn Group (RB American)
OK	BROKEN ARROW	797	2540 E KENOSHA ST	74014	918-355-5762	Flynn Group (RB American)
OK	BROKEN ARROW	748	624 W KENOSHA	74012	918-258-7477	Flynn Group (RB American)
OK	BROKEN BOW	6666	709 S PARK DR	74728	580-229-8059	Flynn Group (RB American)
OK	CHICKASHA	8379	1823 S. 4TH STREET	73018	405-222-2147	Flynn Group (RB American)
OK	CHOCTAW	8599	14313 NE 23RD ST.	73020	405-467-6053	Flynn Group (RB American)
OK	CLAREMORE	1260	850 W WILL ROGERS BLVD	74017	918-341-6446	Flynn Group (RB American)
OK	Collinsville	10119	5350 East 146th Street N.	74021	918-731-8155	Flynn Group (RB American)
OK	COWETA	6422	13589 S STATE HIGHWAY 51	74429-7106	918-486-7371	Flynn Group (RB American)
OK	DEL CITY	98	4801 SE 29TH ST	73115-5003	405-672-1727	Flynn Group (RB American)
OK	DUNCAN	1602	3581 N HWY 81	73533-1415	580-252-7910	Flynn Group (RB American)
OK	DURANT	7521	513 UNIVERSITY PL	74701-7103	580-920-0737	Flynn Group (RB American)
OK	EDMOND	6970	1401 S SANTA FE AVENUE	73003-5909	405-359-6512	Flynn Group (RB American)
OK	EDMOND	799	326 S BROADWAY	73034	405-348-2622	Flynn Group (RB American)
OK	EL RENO	7299	2300 S COUNTRY CLUB RD	73036	405-422-2088	Flynn Group (RB American)
OK	ELK CITY	6050	2105 S MAIN ST	73644-9114	580-225-6303	Flynn Group (RB American)
OK	ENID	1805	3836 W OWEN K GARRIOTT RD	73703-4915	580-242-6289	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OK	GLENPOOL	5699	41 W 141 ST	74033	918-291-4505	Flynn Group (RB American)
OK	GROVE	7328	1802 S MAIN STREET	74345	918-787-6400	Flynn Group (RB American)
OK	GUTHRIE	7331	2324 E NOBLE	73044	405-282-3892	Flynn Group (RB American)
OK	HENRYETTA	6423	312 E MAIN ST	74437	918-652-4625	Flynn Group (RB American)
OK	JENKS	800	520 W MAIN ST	74037	918-299-3720	Flynn Group (RB American)
OK	LAWTON	6574	4002 NW CACHE RD	73505-3634	580-355-8256	Flynn Group (RB American)
OK	LAWTON	1584	1 NW SHERIDAN RD	73505-6303	580-248-0521	Flynn Group (RB American)
OK	MCALESTER	5859	603 S GEORGE NIGH EXPY	74501-7277	918-426-1113	Flynn Group (RB American)
OK	MIAMI	729	1217 N MAIN ST	74354	918-542-4041	Flynn Group (RB American)
OK	MIDWEST CITY	1359	6600 E RENO AVE	73110-2146	405-737-1011	Flynn Group (RB American)
OK	MIDWEST CITY	1154	1700 S AIR DEPOT BLVD	73110-5104	405-732-8353	Flynn Group (RB American)
OK	MOORE	7907	1813 SOUTH TELEPHONE RD	73160	405-912-9955	Flynn Group (RB American)
OK	MOORE	1508	1300 N JANEWAY AVE	73160-1711	405-794-5329	Flynn Group (RB American)
OK	MUSKOGEE	1531	503 S 32 ST	74401-5010	918-683-9549	Flynn Group (RB American)
OK	MUSKOGEE	746	1901 N MAIN ST	74401	918-687-4341	Flynn Group (RB American)
OK	MUSTANG	1793	101 W STATE HWY 152	73064-3916	405-376-1270	Flynn Group (RB American)
OK	Newcastle	7984	901 NW 32ND	73065	405-387-4353	Flynn Group (RB American)
OK	NORMAN	8443	2490 W MAIN STREET	73069	405-366-2805	Flynn Group (RB American)
OK	NORMAN	6722	3200 WEST ROBINSON STREET	73069	405-447-3506	Flynn Group (RB American)
OK	OKLAHOMA CITY	8629	12500 NW 10TH ST.	73099	405-324-2353	Flynn Group (RB American)
OK	OKLAHOMA CITY	8546	10500 SOUTH MAY AVENUE	73170	405-378-0639	Flynn Group (RB American)
OK	OKLAHOMA CITY	8506	13416 N. MACARTHUR	73142	405-721-0335	Flynn Group (RB American)
OK	OKLAHOMA CITY	8441	8104 NW EXPRESSWAY	73162	405-721-1693	Flynn Group (RB American)
OK	OKLAHOMA CITY	8310	6009 W. RENO AVE	73127	405-491-0664	Flynn Group (RB American)
OK	OKLAHOMA CITY	7424	13300 N PENNSYLVANIA AVE	73120	405-752-7519	Flynn Group (RB American)
OK	OKLAHOMA CITY	6523	9020 S WESTERN AVE	73139-2723	405-692-4398	Flynn Group (RB American)
OK	OKLAHOMA CITY	5365	3628 N LINCOLN BLVD	73105	405-521-9824	Flynn Group (RB American)
OK	OKLAHOMA CITY	1605	3420 NW 23 ST	73107	405-949-1021	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OK	OKLAHOMA CITY	1591	2121 W BRITTON RD	73120	405-751-4173	Flynn Group (RB American)
OK	OKLAHOMA CITY	1577	AVE	73109	405-682-4531	Flynn Group (RB American)
OK	OKLAHOMA CITY	1492	933 SE 67TH ST	73149-2509	405-634-1395	Flynn Group (RB American)
OK	OKLAHOMA CITY	1337	4629 NW 39TH ST	73122-2509	405-495-6233	Flynn Group (RB American)
OK	OKMULGEE	5451	129 S. WOOD DRIVE	74447	918-756-1348	Flynn Group (RB American)
OK	OWASSO	8494	11500 N. 140TH E. AVENUE	74055	918-371-3600	Flynn Group (RB American)
OK	OWASSO	6092	11653 E 86TH ST N	74055-2532	918-272-7539	Flynn Group (RB American)
OK	PAULS VALLEY	7682	2514 W GRANT AVE	73075-9247	405-238-1930	Flynn Group (RB American)
OK	Perry	9021	2805 West Fir Street	73077	580-572-6204	LOVE'S COUNTRY STORES, INC.
OK	PONCA CITY	5949	2408 N 14TH ST	74601	580-762-8202	Flynn Group (RB American)
OK	POTEAU	5772	2303 N BROADWAY ST	74953-2008	918-647-8512	Flynn Group (RB American)
OK	PRYOR	1418	315 S MILL ST	74361	918-825-3192	Flynn Group (RB American)
OK	Purcell	9103	2400 South Green Avenue	73080	0	Flynn Group (RB American)
OK	ROLAND	7536	110 W. RAY FINE BLVD.	74954	918-427-1174	Flynn Group (RB American)
OK	SALLISAW	7438	800 S KERR BLVD	74955-7221	918-775-8072	Flynn Group (RB American)
OK	SAND SPRINGS	6424	3510 S. HWY. 97	74063	918-245-3129	Flynn Group (RB American)
OK	SAND SPRINGS	687	122 E 2ND ST	74063	918-245-4138	Flynn Group (RB American)
OK	SAPULPA	685	1025 E DEWEY	74066	918-224-9595	Flynn Group (RB American)
OK	SHAWNEE	5914	1531 N HARRISON AVE	74804-4020	405-275-3732	Flynn Group (RB American)
OK	SHAWNEE	710	1801 N KICKAPOO AVE	74804-4317	405-275-0736	Flynn Group (RB American)
OK	STILLWATER	1126	1016 N BOOMER RD	74074	405-372-8454	Flynn Group (RB American)
OK	TAHLEQUAH	5443	1414 S MUSKOGEE AVE	74464-5218	918-456-3007	Flynn Group (RB American)
OK	TULSA	8331	7117 S. OLYMPIA AVE.	74132	918-447-3711	Flynn Group (RB American)
OK	TULSA	6588	9419 E 71ST ST	74133	918-250-3831	Flynn Group (RB American)
OK	TULSA	6413	5980 S 49TH WEST AVE	74107	918-445-6835	Flynn Group (RB American)
OK	TULSA	6148	16415 E ADMIRAL PL	74116-3910	918-438-7557	Flynn Group (RB American)
OK	TULSA	5698	9101 S YALE AVE	74137-4024	918-492-8122	Flynn Group (RB American)
OK	TULSA	1604	6331 E ADMIRAL PL	74115	918-835-4377	Flynn Group (RB American)
OK	TULSA	1465	4335 SOUTHWEST BLVD	74107	918-446-2050	Flynn Group (RB American)
OK	TULSA	802	10118 S MEMORIAL DR	74133	918-420-1908	Flynn Group (RB American)
OK	TULSA	798	4027 S GARNET	74145	918-270-2877	Flynn Group (RB American)
OK	TULSA	801	1943 S HARVARD	74112	918-747-2935	Flynn Group (RB American)
OK	TULSA	680	2918 E 11TH ST	74104	918-583-8545	Flynn Group (RB American)
OK	TULSA	622	4909 S YALE	74135	918-622-1413	Flynn Group (RB American)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OK	WAGONER	6207	1302 W. CHEROKEE	74467	918-485-3609	Flynn Group (RB American)
OK	WEATHERFORD	6900	905 E MAIN STREET	73096-5641	580-772-5756	Flynn Group (RB American)
OK	WOODWARD	6041	2323 WILLIAMS	73801	580-256-7516	Flynn Group (RB American)
OR	ALBANY	1791	910 S GEARY ST	97321	541-928-1718	AMBROSIA QSR BEEF, LLC
OR	ALBANY	8668	6457 Old Salem Rd.	97321	541-928-7922	LOVE'S COUNTRY STORES, INC.
OR	Baker City	10073	200 Campbell Street	97814	541-236-6009	LOVE'S COUNTRY STORES, INC.
OR	BEAVERTON	6286	2820 SW CEDAR HILLS BLVD.	97005	503-643-4142	AMBROSIA QSR BEEF, LLC
OR	BEAVERTON	445	8175 SW HALL BLVD	97005	503-520-0188	AMBROSIA QSR BEEF, LLC
OR	BEND	1575	535 SE 3RD ST	97701	541-389-7436	Flynn Group (RB American)
OR	Coos Bay	8885	2049 Newmark Ave	97420	541-808-2321	DATTA/CHOPRA
OR	CORVALLIS	1879	2503 NW 9TH ST	97330	541-752-4634	AMBROSIA QSR BEEF, LLC
OR	COTTAGE GROVE	8492	810 ROW RIVER RD.	97424	541-649-1440	MORTIMORE, DOUGLAS
OR	EUGENE	1393	3865 W 11TH AVE	97402-3057	541-484-1860	AMBROSIA QSR BEEF, LLC
OR	EUGENE	716	35 SILVER LANE	97402	541-689-3500	AMBROSIA QSR BEEF, LLC
OR	GRANTS PASS	7995	140 NE TERRY LN	97526	541-474-7995	DATTA/CHOPRA
OR	GRESHAM	1488	520 NE BURNSIDE	97030	503-665-6517	AMBROSIA QSR BEEF, LLC
OR	HAPPY VALLEY	1623	10499 SE 82 AVE	97266	503-774-9601	AMBROSIA QSR BEEF, LLC
OR	HILLSBORO	7835	7370 NE BUTLER ST	97124	503-640-0386	AMBROSIA QSR BEEF, LLC
OR	JUNCTION CITY	7288	1420 IVY ST	97448	541-998-2323	MORTIMORE, DOUGLAS
OR	KEIZER	1901	4510 RIVER RD N	97303	503-393-0343	AMBROSIA QSR BEEF, LLC
OR	KLAMATH FALLS	5191	2759 S 6TH ST	97603	541-882-1736	DATTA/CHOPRA
OR	La Grande	9102	2606 Island Ave	97850	541-625-1190	Flynn Group (RB American)
OR	Madras	8815	1678 South West Hwy US-97	97741	541-675-6014	LOVE'S COUNTRY STORES, INC.
OR	MCMINNVILLE	7062	2575 NE HIGHWAY 99 W	97128-9221	503-474-3717	AMBROSIA QSR BEEF, LLC
OR	Medford	8724	2233 Biddle Road	97504	458-225-9798	DATTA/CHOPRA
OR	MEDFORD	8202	41 E. STEWART AVE	97501	541-779-4294	DATTA/CHOPRA
OR	ONTARIO	6841	653 E IDAHO AVE	97914	541-889-3796	Flynn Group (RB American)
OR	PORTLAND	1647	10071 SE WASHINGTON	97216	971-386-5983	AMBROSIA QSR BEEF, LLC
OR	Prineville	9097	1505 NE 3rd St	97754	(216) 973-2072	Flynn Group (RB American)
OR	REDMOND	6543	2076 S HWY 97	97756	541-923-7627	Flynn Group (RB American)
OR	ROSEBURG	7531	280 GRANT SMITH RD	97470-4560	541-679-1916	LOVE'S COUNTRY STORES, INC.

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List of Restaurant Franchisees
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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
OR	SALEM	6906	4990 COMMERCIAL ST SE	97306	503-365-7000	AMBROSIA QSR BEEF, LLC
OR	SALEM	1479	940 LANCASTER DR NE	97301-2931	503-588-7110	AMBROSIA QSR BEEF, LLC
OR	SPRINGFIELD	6465	4252 MAIN STREET	97478	541-747-7729	MORTIMORE, DOUGLAS
OR	TROUTDALE	6745	1184 NW FRONTAGE RD	97060	503-666-1446	AMBROSIA QSR BEEF, LLC
OR	WOODBURN	7078	275 N ARNEY RD	97071-8455	503-982-4623	AMBROSIA QSR BEEF, LLC
PA	ALLENTOWN	1093	1535 LEHIGH ST	18103	610-797-2034	Patel, Hiren
PA	ALLENTOWN	7358	1305 AIRPORT RD	18109-3506	717-224-1643	Scala, Peter
PA	Altoona	10012	1620 Osgood Dr.	16648	814-770-6471	LINDH, ERIC
PA	ALTOONA	129	524 W PLANK RD	16601	814-942-4725	LINDH, ERIC
PA	BEDFORD	8641	4444 US-BUSINESS 220	15522	814-623-0047	PARIKH & PARIKH
PA	Bethlehem	8687	3020 Easton Avenue	18017	717-224-1811	Scala, Peter
PA	BRADFORD	6835	75 FOREMAN ST	16701	814-362-4902	CARLSON/PFEIL
PA	BREEZEWOOD	8671	16563 LINCOLN HIGHWAY	15533	814-735-7247	TRAVELCENTERS OF AMERICA
PA	BROOKVILLE	6114	224 ALLEGHENY BOULEVARD	15825	814-849-3301	MCANINCH, LAWRENCE C.
PA	CLARION	6237	26 PERKINS RD	16214-8528	814-227-2227	MCANINCH, LAWRENCE C.
PA	CLEARFIELD	6229	14592 CLEARFIELD SHAWVILLE HWY	16830-6111	814-765-4202	MCANINCH, LAWRENCE C.
PA	CRANBERRY	6820	7044 ROUTE 322	16319	814-677-9915	MCANINCH, LAWRENCE C.
PA	DUBOIS	6682	1688 RICH HWY	15801	814-375-5825	PILOT TRAVEL CENTERS LLC
PA	EAST STROUDSBURG	6711	111 BROWN ST	18301-2824	570-476-8970	Patel, Hiren
PA	EASTON	6526	3710 EASTON NAZARETH HWY	18045	610-559-9670	Patel, Hiren
PA	ELVERSON	7601	700 CROSSINGS BLVD	19543	610-913-0924	CRAWFORD, CHUCK
PA	FAIRLESS HILLS	7930	505 S. OXFORD VALLEY RD	19030	215-547-4392	Patel, Hiren
PA	FEASTERVILLE-TREVOSE	147	245 E STREET RD	19053-6157	215-942-7788	TURNER, KELLY M. & KELLEY A.
PA	FOGELSVILLE	6268	7720 MAIN ST	18051	610-366-8966	BHASIN, ASHLEY
PA	HAMBURG	7714	807 SOUTH 4TH STREET	19526	717-224-1715	Scala, Peter
PA	HARRISVILLE	7092	1012 DHOLU RD	16038-3424	814-786-3344	MCANINCH, LAWRENCE C.
PA	Huntingdon	8786	9634 William Penn Highway	16652	814-251-9056	PARIKH & PARIKH
PA	JOHNSTOWN	145	1243 SCALP AVE	15904	814-266-4222	NOBLE, JIM
PA	Kennett Square	9005	743 West Cypress Street	19348	484-732-8004	PARIKH & PARIKH
PA	KUTZTOWN	5229	15506 KUTZTOWN RD	19530	610-683-7300	Patel, Hiren
PA	LANCASTER	7006	3005 COLUMBIA AVE	17603-4010	717-224-1503	Scala, Peter

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
PA	LANCASTER	5599	2230 LINCOLN HWY E	17602	717-224-1390	Scala, Peter
PA	LEHIGHTON	7108	E	18235-2402	717-224-1531	Scala, Peter
PA	Levittown	8640	147 LEVITTOWN PKWY	19054	215-486-7511	PARIKH & PARIKH
PA	LEWISTOWN	8526	202 ELECTRIC AVE.	17044	717-953-9888	PARIKH & PARIKH
PA	LOCK HAVEN	6233	543 HIGH ST	17745	570-748-9305	BOONE, DENISE
PA	Manheim	8727	1201 Lancaster Rd	17545	717-472-1851	Scala, Peter
PA	MIFFLINVILLE	7661	440 WEST THIRD	18631	570-752-9013	LOVE'S COUNTRY STORES, INC.
PA	MILROY	7971	20 COMMERCE DRIVE	17063	717-667-7642	PARIKH & PARIKH
PA	MONROEVILLE	8	3974 WILLIAM PENN HWY	15146	412-373-3330	LINDH, ERIC
PA	NATRONA HEIGHTS	543	1617 FREEPORT RD	15065	724-224-6072	NOBLE, JIM
PA	New Brighton	8759	401 5th Street	15066	724-846-1319	RITTON, MILO
PA	PARKESBURG	7357	800 COMMONS DR	19365-2164	610-857-2712	CRAWFORD, CHUCK
PA	PINE GROVE	5798	408 SUEDBERG RD	17963-9273	717-224-1425	Scala, Peter
PA	QUAKERTOWN	7012	175 N WESTEND BLVD	18951	215-538-9044	Patel, Hiren
PA	RED LION	8686	3111 CAPE HORN RD	17356	717-472-0021	Scala, Peter
PA	Roaring Springs	8871	97 Nason Drive	16673	814-729-7005	BITTNER, JOHN
PA	Sarver	8944	704 S Pike Rd	16055	724-295-3719	RITTON, MILO
PA	SCRANTON	7610	502 7TH AVE	18508-2566	717-224-1672	Scala, Peter
PA	SHREWSBURY	6849	669 SHREWSBURY COMMONS	17361	717-224-1454	Scala, Peter
PA	SOMERSET	5858	109 LEWIS DRIVE	15501	814-443-1181	PARIKH & PARIKH
PA	UNIONTOWN	8320	2013 MORGANTOWN RD	15401	724-437-1470	GNAGEY, JAMES A.
PA	Warminster	9026	774 W Street Road	18974	267-360-0751	Patel, Hiren
PA	WARREN	6007	1654 MARKET ST EXT	16365	814-723-4486	MCANINCH, LAWRENCE C.
PA	WASHINGTON	7648	3 TRINITY POINT DR	15301-2975	724-222-5190	LINDH, ERIC
PA	WAYNESBURG	8676	1050 ROY E. FURMAN HWY	15370	724-833-9181	BECKER, HOWARD
PA	WHITEHALL	7605	1229 SCHADT AVE	18052-3847	610-435-3019	Patel, Hiren
PA	WILLIAMSPORT	475	1726 E 3RD ST	17701-3848	570-322-2336	RAE, MICHAEL & LINDA
PA	WIND GAP	5742	950 S BROADWAY	18091-1649	610-863-0246	Patel, Hiren
PA	YORK	8404	2600 KEYWAY DR	17402	717-741-2474	Scala, Peter
PA	YORK	6966	2810 E MARKET ST	17402	717-224-1459	Scala, Peter
PA	YORK	6652	409 LOUCKS RD	17404	717-224-1451	Scala, Peter
SC	ANDERSON	8350	1432 PEARMAN DAIRY RD.	29625	864-231-7756	WALDSMITH, DANIEL
SC	ANDERSON	8222	4686 CLEMSON BLVD	29621	864-226-5059	WALDSMITH, DANIEL
SC	ANDERSON	6794	2803 N MAIN ST	29621	864-224-3318	WALDSMITH, DANIEL

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
SC	ANDERSON	6292	4544 HWY 81 N	29621	864-261-9988	WALDSMITH, DANIEL
SC	ANDERSON	6214	402 BYPASS 28 S	29624-3026	864-261-7980	WALDSMITH, DANIEL
SC	BOILING SPRINGS	7398	4008 BOILING SPRINGS RD	29316	864-814-3326	BRUMIT, JOE
SC	Chester	8775	1622 J A Cochran Bypass	29706	803-385-9195	BRUMIT, JOE
SC	Clemson	8717	850 Old Greenville Hwy	29630	864-722-9071	BRUMIT, JOE
SC	CLINTON	8661	18974 Highway 72 East	29325	864-547-1364	BRUMIT, JOE
SC	CLOVER	8602	511 NAUTICAL DR.	29710	803-831-5555	BRUMIT, JOE
SC	Columbia	8747	2707 Clemson Road	29229	803-348-9844	RASOR III, JAKE
SC	Conway	9061	142 Middle Ridge Avenue	29526	000-000-0000	WADE, JOHN
SC	CONWAY	6501	1616 CHURCH ST	29526-2958	843-248-4177	WADE, JOHN
SC	DILLON	7975	1911 HWY 34 WEST	29536	843-774-2205	LOVE'S COUNTRY STORES, INC.
SC	Duncan	8987	1548 East Main Street	29334	864-630-4145	BRUMIT, JOE
SC	EASLEY	6160	5200 CALHOUN MEMORIAL HWY	29640	864-859-9773	RASOR III, JAKE
SC	Elgin	8764	701 White Pond Road	29045	803-408-3944	LOVE'S COUNTRY STORES, INC.
SC	FAIR PLAY	8359	4238 OLD DOBBINS BRIDGE RD.	29643	864-287-5589	LOVE'S COUNTRY STORES, INC.
SC	FLORENCE	6300	1420 S IRBY ST	29502	843-679-2876	WILSON, EARL
SC	FLORENCE	5730	2399 DAVID MCLEOD BLVD	29501	843-679-2874	WILSON, EARL
SC	GAFFNEY	7419	909 HYATT ST	29341-2629	864-206-0050	PILOT TRAVEL CENTERS LLC
SC	Graniteville	10101	8031 Slate Blue Bend Road	29829	803-392-7011	RASOR III, JAKE
SC	Greenville	8795	204 Rutherford Street	29609	864-509-0248	BRUMIT, JOE
SC	GREENVILLE	7211	1004 E BUTLER RD	29607	864-329-0212	BRUMIT, JOE
SC	GREENVILLE	5807	11 VERDAE RD	29607	864-627-3602	RASOR III, JAKE
SC	GREENWOOD	5761	1332 BYPASS 72 NE	29649-2207	864-229-0747	BRUMIT, JOE
SC	GREER	6936	2120 OLD SPARTANBURG RD	29650	864-292-0886	BRUMIT, JOE
SC	GREER	6386	1317 W WADE HAMPTON BLVD	29650	864-877-1366	RASOR III, JAKE
SC	Irmo	8851	10621 Broad River Rd	29063	803-708-2518	RASOR III, JAKE
SC	LANCASTER	6194	910 N MAIN ST	29720	803-283-6869	WADE, JOHN
SC	LAURENS	8590	238 EXCHANGE BLD.	29360	864-681-2420	RASOR III, JAKE
SC	Lexington	8802	352 Longs Pond Rd	29073	803-785-2735	RASOR III, JAKE
SC	LEXINGTON	8709	2444 AUGUSTA HWY	29072	803-785-2729	RASOR III, JAKE
SC	LYMAN	8321	12229 GREENVILLE HWY.	29365	864-949-0221	UPSTATE RESTAURANT GROUP, INC

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
SC	Manning	9105	2193 AM Nash Road	29102	803-249-1007	RASOR III, JAKE
SC	MULLINS	8348	300 WEST MCINTYRE ST.	29574	843-464-8196	MAHER, KEVIN
SC	MURRELLS INLET	7721	4406 HIGHWAY 17	29576	843-357-0346	WADE, JOHN
SC	Myrtle Beach	8696	4100 Pine Hollow Road	29588	843-742-5551	CAMPBELL OIL GROUP
SC	MYRTLE BEACH	6912	2709 DICK POND RD	29575-5506	843-650-0132	WADE, JOHN
SC	MYRTLE BEACH	824	1506 S KINGS HWY	29577	843-448-3021	WADE, JOHN
SC	NEWBERRY	7363	1618 WILSON RD	29108-3054	803-276-8292	RASOR III, JAKE
SC	North Augusta	8858	1066 Edgefield Road	29860	803-426-8385	RASOR III, JAKE
SC	NORTH CHARLESTON	8528	5714 NORTH RHETT AVE.	29406	843-745-9222	PILOT TRAVEL CENTERS LLC
SC	NORTH MYRTLE BEACH	7551	680 HIGHWAY 17 N	29582-2906	843-281-9035	WADE, JOHN
SC	Orangeburg	8650	661 John C. Calhoun Drive	29115	803-997-2335	RASOR III, JAKE
SC	PICKENS	7342	113 HAMPTON AVE	29671-2462	864-878-6100	BRUMIT, JOE
SC	Piedmont	8719	7455 Augusta Road	29673	864-277-1733	BRUMIT, JOE
SC	PIEDMONT	5594	3028 EARLE E MORRIS JR HWY	29673-9403	864-269-9653	RASOR III, JAKE
SC	Rock Hill	8167	1181 South Anderson Road	29730	803-327-2729	WADE, JOHN
SC	ROCK HILL	7710	1673 CRANIUM DRIVE	29730	803-328-3162	WADE, JOHN
SC	Roebuck	8748	6159 Hwy 221	29376	864-586-1198	BRUMIT, JOE
SC	Saint George	10046	116 Interstate Drive	29477	843-931-5050	RASOR III, JAKE
SC	SENECA	5224	1431 SANDIFER BLVD	29678-0921	864-882-7068	RASOR III, JAKE
SC	SIMPSONVILLE	7039	2605 WOODRUFF RD	29681	864-675-9090	BRUMIT, JOE
SC	SIMPSONVILLE	6572	631 FAIRVIEW RD	29680-6706	864-963-9402	BRUMIT, JOE
SC	SPARTANBURG	8603	1808 ASHEVILLE HIGHWAY	29303	864-541-8403	BRUMIT, JOE
SC	SPARTANBURG	7563	2221 CHESNEE HWY	29303-5503	864-583-1591	BRUMIT, JOE
SC	SPARTANBURG	6280	161 S PINE ST	29302-1936	864-582-1102	BRUMIT, JOE
SC	SPARTANBURG	5705	1731 REIDVILLE RD	29301	864-587-1226	RASOR III, JAKE
SC	ST. MATTHEWS	7329	1300 BURKE RD	29135	803-874-2244	PILOT TRAVEL CENTERS LLC
SC	Summerville	8976	837 Jedburg Road	29486	843-419-9021	RASOR III, JAKE
SC	SUMTER	8682	1954 MCCRAYS MILL RD	29150	803-774-0040	WILSON, EARL
SC	SUMTER	5623	1280 BROAD ST	29150	803-469-2727	WILSON, EARL
SC	TRAVELERS REST	8296	18 BENTON RD	29690	864-834-8950	UPSTATE RESTAURANT GROUP, INC
SC	Union	8823	311 Buffalo-West Springs Hwy	29379	864-532-2333	BRUMIT, JOE
SC	WALHALLA	6358	231 E MAIN ST	29691-1926	864-638-8799	RASOR III, JAKE
SC	York	8970	1145 Filbert Highway	29745	839-868-3033	BRUMIT, JOE

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SD	ABERDEEN	5976	1205 6TH AVE SE	57401-4948	605-229-5460	DRM, INC.
SD	Brandon	8703	501 North Split Rock Blvd	57005	605-582-2729	DRM, INC.
SD	BROOKINGS	7987	1818 6TH STREET	57006	605-692-1210	DRM, INC.
SD	MITCHELL	6019	1500 S BURR ST	57301	605-996-5656	DRM, INC.
SD	OACOMA	7940	102 EAST HIGHWAY 16	57365	605-734-0400	DRM, INC.
SD	PIERRE	8261	319 WEST SIOUX AVE	57501	605-945-9955	Quality Meats
SD	RAPID CITY	8412	2410 WEST MAIN ST	57701	605-341-2049	Quality Meats
SD	RAPID CITY	8396	326 EAST STUMER RD	57701	605-342-0848	Quality Meats
SD	RAPID CITY	7528	3920 CHEYENNE BLVD	57703	605-342-8370	Quality Meats
SD	RAPID CITY	6791	1620 CAMBELL ST	57701	605-341-3811	Quality Meats
SD	Sioux Falls	8840	6395 South Louise Avenue	57108	605-275-4010	DRM, INC.
SD	SIOUX FALLS	8376	3509 SOUTH MINNESOTA AVE.	57105	605-275-2729	DRM, INC.
SD	SIOUX FALLS	6799	2729 E 10TH ST	57103	605-334-0700	DRM, INC.
SD	SIOUX FALLS	6517	5050 N CLIFF AVE	57104	605-336-9776	DRM, INC.
SD	SIOUX FALLS	5222	3820 W 41 ST	57106	605-361-0900	DRM, INC.
SD	SPEARFISH	6334	333 W JACKSON BLVD	57783	605-642-0109	Quality Meats
SD	STURGIS	8484	2882 DICKSON DR.	57785	605-720-4059	Quality Meats
SD	WATERTOWN	5876	1220 9TH AVE SE	57201	605-886-2214	DRM, INC.
SD	YANKTON	7664	3009 BROADWAY AVE	57078-4890	605-260-2729	DRM, INC.
TN	ATHENS	1881	1419 DECATUR PIKE	37303	423-745-8966	RESTAURANT MANAGEMENT, INC.
TN	BLOUNTVILLE	5958	1313 HIGHWAY 394	37617	423-323-4471	WADE, JOHN
TN	Bristol	8881	2615 W. State Street	37620	423-217-0839	WADE, JOHN
TN	BRISTOL	1963	1315 VOLUNTEER PKWY	37620	423-764-2444	WADE, JOHN
TN	CHATTANOOGA	6356	7314 SHALLOWFORD RD	37421	423-899-2660	RESTAURANT MANAGEMENT, INC.
TN	CHATTANOOGA	5971	3903 HIXSON PIKE	37415	423-870-5488	RESTAURANT MANAGEMENT, INC.
TN	CHATTANOOGA	5025	4766 HIGHWAY 58	37416-2203	423-892-5984	RESTAURANT MANAGEMENT, INC.
TN	CHATTANOOGA	901	501 NORTHGATE MALL	37415-6944	423-875-4048	RESTAURANT MANAGEMENT, INC.
TN	CHATTANOOGA	750	5420 BRAINERD RD	37411	423-894-7478	RESTAURANT MANAGEMENT, INC.
TN	Cleveland	10109	1220 Perimeter Drive SE	37323	423-790-0041	RESTAURANT MANAGEMENT, INC.
TN	CLEVELAND	1129	2835 KEITH ST NW	37311	423-479-2414	RESTAURANT MANAGEMENT, INC.

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TN	COLLIERVILLE	86	967 W POPLAR AVENUE	38017	901-854-7012	WADE, JOHN
TN	COLUMBIA	7784	1623 BEAR CREEK PIKE	38401	931-388-4829	LOVE'S COUNTRY STORES, INC.
TN	DAYTON	6490	4331 RHEA COUNTY HWY	37321	423-570-8073	RESTAURANT MANAGEMENT, INC.
TN	DYERSBURG	6480	2710 LAKE RD	38024-1606	731-286-6788	WADE, JOHN
TN	EAST RIDGE	5808	6302 RINGGOLD RD	37412	423-499-6332	RESTAURANT MANAGEMENT, INC.
TN	ELIZABETHTON	5123	1719 HIGHWAY 19E-37	37643	423-543-8322	WADE, JOHN
TN	GREENEVILLE	5308	519 TUSCULUM BLVD	37743	423-636-1995	WADE, JOHN
TN	HIXSON	7482	8514 HIXSON PIKE	37343-1560	423-847-8655	RESTAURANT MANAGEMENT, INC.
TN	Holladay	8816	13820 Hwy 641 North	38341	731-847-3382	LOVE'S COUNTRY STORES, INC.
TN	Humboldt	8973	2640 North Central Avenue	38343	901-450-4720	WADE, JOHN
TN	HURRICANE MILLS	7262	15559 HWY 13 S	37078	931-296-1955	PILOT TRAVEL CENTERS LLC
TN	Jackson	8901	1984 S Highland Ave	38301	615-740-5370	WADE, JOHN
TN	Jackson	8155	219 Parkstone Pl	38305	731-423-0985	WADE, JOHN
TN	JACKSON	6333	208 STONEBROOK PL	38305-3635	731-668-9700	WADE, JOHN
TN	Jefferson City	10047	1209 Clinch View Circle	37760	865-224-5365	BRUMIT, JOE
TN	JELLICO	6416	1478 5TH ST	37762-4506	423-784-0174	CAPL Retail LLC
TN	JOHNSON CITY	5719	2707 N ROAN ST	37601	423-282-1434	WADE, JOHN
TN	JOHNSON CITY	1766	1909 S ROAN ST	37601	423-926-8835	WADE, JOHN
TN	JONESBOROUGH	6060	405 E JACKSON BLVD	37659-5129	423-753-5210	WADE, JOHN
TN	KIMBALL	5823	385 KIMBALL CROSSING DR	37347	423-837-2344	RESTAURANT MANAGEMENT, INC.
TN	KINGSPORT	6938	2306 SULLIVAN GARDENS PKWY	37660	423-349-8688	WADE, JOHN
TN	KINGSPORT	6884	1652 E STONE DR	37660	423-245-1767	WADE, JOHN
TN	KINGSPORT	1694	4532 W STONE DR	37660-1049	423-247-9979	WADE, JOHN
TN	KINGSPORT	1619	4226 FORT HENRY DR	37663	423-239-7660	WADE, JOHN
TN	LA FOLLETTE	5333	2418 JACKSBORO PIKE	37766	423-201-9495	BOWLING, JOHN & BOWLING, CHRIS
TN	LEWISBURG	8205	151 NORTH ELLINGTON PWKY	37091	931-359-0245	WHITE, ROBERT
TN	Lexington	8183	418 West Church Street	38351	731-968-3106	WADE, JOHN
TN	Loudon	9017	222 Elizabeth Lee Parkway	37774	865-205-3205	LOVE'S COUNTRY STORES, INC.

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TN	Martin	8951	153 Commons Drive	38236	629-910-7240	WADE, JOHN
TN	MEMPHIS	1473	975 UNION AVE	38104-3137	901-523-0910	WADE, JOHN
TN	Millington	8741	8636 US Hwy 51	38053	901-872-1157	Dashdorj, Baljinnyam
TN	Morristown	8980	2323 E. Morris Blvd	37813	423-736-0071	BRUMIT, JOE
TN	Mosheim	8857	10465 Lonesome Pine Trail	37818	423-422-2859	LOVE'S COUNTRY STORES, INC.
TN	NEWPORT	5419	822 COSBY HWY	37821	423-625-0413	BRUMIT, JOE
TN	ONEIDA	7391	15850 SCOTT HWY	37841-6459	423-286-9998	COLDIRON, RICHARD
TN	OOLTEWAH	6576	9200 LEE HIGHWAY	37363	423-238-5102	RESTAURANT MANAGEMENT, INC.
TN	PARIS	5137	1012 MINERAL WELLS AVE	38242	731-644-1300	MANGLA, DR. LAL
TN	Savannah	8900	585 Wayne Road	38372	731-603-0009	WADE, JOHN
TN	Selmer	8981	634 Mulberry Avenue	38375	901-666-5080	WADE, JOHN
TN	Sevierville	10146	1528 Dolly Parton Parkway	37862	864-440-0682	BRUMIT, JOE
TN	UNION CITY	7373	1415 W REELFOOT AVE	38261-5507	731-885-2117	WADE, JOHN
TN	Winchester	10163	720 Dinah Shore Boulevard	37398	931-919-4042	RESTAURANT MANAGEMENT, INC.
TX	ABILENE	8535	4427 SOUTH 1ST STREET	79605	325-695-1710	MCDERMOTT, BRIAN
TX	ABILENE	1959	STREET	79606-2711	325-695-4491	MCDERMOTT, BRIAN
TX	ALLEN	7008	201 N CENTRAL EXPRESSWAY	75013-2629	972-747-1411	TURBO RESTAURANTS
TX	AMARILLO	7490	5214 S WESTERN ST	79109-6184	806-353-2370	MIRACLE RESTAURANT GROUP, LLC
TX	AMARILLO	5726	7222 I-40 WEST	79108	806-353-8735	MIRACLE RESTAURANT GROUP, LLC
TX	AMARILLO	1749	2020 S ROSS ST	79103	806-372-6131	TURBO RESTAURANTS
TX	ANGLETON	7276	2905 N VELASCO BLVD	77515	979-549-0100	GORE JR., WRIGHT
TX	ARLINGTON	5993	4406 LITTLE RD	76016-5605	817-483-2438	TURBO RESTAURANTS
TX	ARLINGTON	5560	4820 SOUTH COOPER STREET	76015	817-472-6395	TURBO RESTAURANTS
TX	ARLINGTON	1330	1102 N COLLINS ST	76011	817-861-2785	TURBO RESTAURANTS
TX	AUSTIN	7529	8648 RESEARCH BLVD	78758-7152	512-380-9011	KARIDES, GEORGE
TX	Austin	8888	4411 S Lamar Blvd	78704	(737) 212-0333	TURBO RESTAURANTS
TX	AZLE	8382	201 N. STEWART ST.	76020	817-444-9100	GASTON, CINDY
TX	Bastrop	8714	711 Hwy 71 West	78602	737-881-8009	TURBO RESTAURANTS
TX	BEAUMONT	8581	7495 SMITH RD	77705	409-840-9602	LOVE'S COUNTRY STORES, INC.
TX	BEDFORD	5499	3237 HARWOOD RD	76021	817-545-4003	TURBO RESTAURANTS
TX	BELTON	8568	110 NORTH HEAD ST.	76513	254-831-9200	TURBO RESTAURANTS

Exhibit A-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	BENBROOK	5810	9248 US HWY 377 SOUTH	76126	817-249-0716	TURBO RESTAURANTS
TX	Big Spring	10147	1801 I-20	79720	432-606-6009	LOVE'S COUNTRY STORES, INC.
TX	Big Spring	8955	2201 S. Gregg St.	79720	(432) 348-2820	TURBO RESTAURANTS
TX	BRIDGEPORT	8574	2300 US HIGHWAY 380	76426	940-683-3325	LOVE'S COUNTRY STORES, INC.
TX	BURLESON	5723	801 NE ALSBURY BLVD	76028-2659	817-295-0043	TURBO RESTAURANTS
TX	Carrollton	8737	2670 Midway Road	75006	469-491-1330	TURBO RESTAURANTS
TX	CARROLLTON	6397	1909 E HEBRON PKWY	75007	972-492-2330	TURBO RESTAURANTS
TX	CHILDRESS	8448	2301 AVENUE F NW	79201	940-937-8769	PILOT TRAVEL CENTERS LLC
TX	CLEVELAND	8282	107 FM 2025	77328	281-593-0840	LOVE'S COUNTRY STORES, INC.
TX	COLLEGE STATION	1583	1800 SOUTHWEST PKWY	77840	979-696-2729	TURBO RESTAURANTS
TX	CONROE	7884	16630 I-45 SOUTH	77384	936-271-1077	TURBO RESTAURANTS
TX	CONROE	1860	1025 N LOOP 336 WEST	77301	936-441-3773	TURBO RESTAURANTS
TX	CORINTH	8612	8111 SOUTH I-35 EAST	76210	940-531-5300	TURBO RESTAURANTS
TX	CORPUS CHRISTI	5865	4811 SOUTH STAPLES	78411	361-992-2651	TURBO RESTAURANTS
TX	Cotulla	9020	1963 S. IH 35 Suite A	78014	830-879-7101	LOVE'S COUNTRY STORES, INC.
TX	CYPRESS	8049	25957 NORTHWEST FREEWAY	77429	281-758-3101	TURBO RESTAURANTS
TX	Dallas	8843	5240 Spring Valley Rd	75254	972-934-1784	TURBO RESTAURANTS
TX	Dallas	8725	5350 Harry Hines Blvd.	75235	469-862-9090	TURBO RESTAURANTS
TX	DALLAS	6414	2810 W WHEATLAND RD	75237	972-283-4475	TURBO RESTAURANTS
TX	DALLAS	5711	6363 GREENVILLE AVENUE	75206	214-363-9836	TURBO RESTAURANTS
TX	DECATUR	7869	851 US 81	76234	940-626-4938	TURBO RESTAURANTS
TX	DENISON	6488	515 N US HWY 75	75020	903-465-7794	TURBO RESTAURANTS
TX	DENTON	5999	2313 COLORADO BLVD.	76205	940-382-2482	TURBO RESTAURANTS
TX	DENTON	986	901 WEST UNIVERSITY DRIVE	76201	940-383-1710	TURBO RESTAURANTS
TX	DONNA	8700	545 West Hutto Road	78537	956-464-1151	LOVE'S COUNTRY STORES, INC.
TX	Dumas	9014	1940 South Dumas Avenue	79029	806-934-5778	TURBO RESTAURANTS
TX	El Paso	8745	6315 North Mesa	79912	915-581-3612	CHI SOUTHWEST, LLC
TX	EL PASO	228	9575 DYER ST	79924	915-757-0361	CHI SOUTHWEST, LLC
TX	EL PASO	227	6138 MONTANA	79925	915-779-0045	CHI SOUTHWEST, LLC
TX	EL PASO	5303	10988 MONTWOOD DR.	79924	915-598-8843	GLUCK, JAY

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TX	El Paso	10124	13476 Eastlake Boulevard	79928	915-600-2741	Martin, Jose Luis
TX	El Paso	8904	1845 Joe Battle Boulevard	79936	915-600-2741	Martin, Jose Luis
TX	El Paso	8837	1385 George Dieter Drive	79936	915-529-2626	Martin, Jose Luis
TX	Ennis	9013	650 I-45	75119	469-478-3110	TURBO RESTAURANTS
TX	FORT BLISS	8408	11254 LUKE STREET	79906	915-566-0290	AAFES
TX	FORT WORTH	8611	1772 EASTCHASE PARKWAY	76120	682-350-8700	TURBO RESTAURANTS
TX	FORT WORTH	8038	601 ALTA MERE DR	76116	817-731-6096	TURBO RESTAURANTS
TX	FORT WORTH	7866	3788 BOAT CLUB DR	76135	817-238-7638	TURBO RESTAURANTS
TX	FORT WORTH	7868	9441 CLIFFORD ST.	76108	817-367-1900	TURBO RESTAURANTS
TX	FRISCO	7858	5244 PRESTON ROAD	75034	214-872-4301	TURBO RESTAURANTS
TX	FT. CAVAZOS	8401	49020 80TH and SANTA FE	76544	254-532-0052	AAFES
TX	FT. WORTH	8613	2433 WESTPORT PKWY	76177	817-953-6900	TURBO RESTAURANTS
TX	GARLAND	8623	4950 NORTH GARLAND AVENUE	75234	972-379-9810	TURBO RESTAURANTS
TX	Georgetown	8689	1108 Rivery Blvd.	78628	512-843-7392	TURBO RESTAURANTS
TX	GRAND PRAIRIE	6558	4030 S GREAT SOUTHWEST PKWY	75052	972-602-8899	TURBO RESTAURANTS
TX	GRAPEVINE	5751	1260 WILLIAM D TATE	76051	817-421-8835	TURBO RESTAURANTS
TX	GREENVILLE	5420	5001 HWY 69 S	75401	903-455-0410	TURBO RESTAURANTS
TX	HALTOM CITY	7898	5370 N BEACH ST	76137	817-581-6844	TURBO RESTAURANTS
TX	HARLINGEN	8605	1325 SOUTH ED CAREY DR.	78550	956-365-2975	TURBO RESTAURANTS
TX	HOUSTON	7542	3940 NORTH MCCARTY STREET	77013-3622	713-670-0235	LOVE'S COUNTRY STORES, INC.
TX	HOUSTON	8610	3055 SOUTH LOOP WEST	77054	346-237-9520	TURBO RESTAURANTS
TX	HOUSTON	7885	10107 CYPRESSWOOD DR	77070	281-970-8885	TURBO RESTAURANTS
TX	HOUSTON	1977	2415 BAY AREA BLVD	77259	281-486-9865	TURBO RESTAURANTS
TX	HUNTSVILLE	8277	1504 11TH ST.	77340	936-294-0393	TURBO RESTAURANTS
TX	IRVING	7799	BLVD.	75063	972-869-4339	TURBO RESTAURANTS
TX	KATY	7543	612 PEDERSON ROAD	77494	281-391-5556	LOVE'S COUNTRY STORES, INC.
TX	KATY	7514	1235 N. FRY RD	77449	281-829-1666	TURBO RESTAURANTS
TX	KELLER	7845	9800 South Main Street	76248	682-593-6400	TURBO RESTAURANTS
TX	KILLEEN	6673	4010 E STAN SCHLUETER LOOP	76542	254-953-3319	PARNELL, JON LEE
TX	Killeen	8698	3406 W Stan Schlueter Loop	76549	254-312-2233	TURBO RESTAURANTS
TX	KINGSVILLE	7639	1451 N HIGHWAY 77	78363	361-592-3089	LOVE'S COUNTRY STORES, INC.
TX	Kyle	8701	20417 North I-35 Frontage Rd	78640	512-504-3464	TURBO RESTAURANTS

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TX	LEWISVILLE	7795	220 ROUND GROVE ROAD	75067	972-316-2729	TURBO RESTAURANTS
TX	Live Oak	8769	12802 N. I-35	78233	210-314-1330	TURBO RESTAURANTS
TX	LONGVIEW	6138	1025 MCCAN ROAD	75601	903-758-0005	TURBO RESTAURANTS
TX	Lubbock	8730	6910 82nd St	79424	806-993-2729	MIRACLE RESTAURANT GROUP, LLC
TX	LUBBOCK	5979	5711 19TH STREET	79407	806-795-9276	MIRACLE RESTAURANT GROUP, LLC
TX	LUBBOCK	5549	4020 82ND STREET	79423	806-797-9200	MIRACLE RESTAURANT GROUP, LLC
TX	LUFKIN	8666	5614 Hwy 59 N	75904	936-632-3537	LOVE'S COUNTRY STORES, INC.
TX	Lumberton	8867	190 South Main Street	77657	409-227-4718	Olexa, Erwin Christopher (Chris)
TX	McKinney	8934	6520 TX-121	75013	214-358-6439	TURBO RESTAURANTS
TX	MCKINNEY	5387	1706 WEST UNIVERSITY DRIVE	75069	972-542-0004	TURBO RESTAURANTS
TX	MESQUITE	6301	1821 RANGE RD	75149	972-288-7761	TURBO RESTAURANTS
TX	MIDLAND	1562	1822 N MIDLAND DR	79707	432-697-9548	TURBO RESTAURANTS
TX	MIDLOTHIAN	7323	1501 N HWY 287	76065	972-775-2820	LOVE'S COUNTRY STORES, INC.
TX	Mineral Wells	8889	103 Garrett Morris Pkwy	76067	940-842-7001	TURBO RESTAURANTS
TX	MT. PLEASANT	8345	1300 S. JEFFERSON	75455	903-717-8912	TURBO RESTAURANTS
TX	New Boston	9019	2486 US Highway 82 West	75570	903-417-6062	LOVE'S COUNTRY STORES, INC.
TX	New Braunfels	8723	1395 S Interstate 35	78130	830-214-6697	TURBO RESTAURANTS
TX	NORMANGEE	8356	23456 SAN ANTONIO RD.	77871	903-344-1111	NOORANI, AZEEM ALI
TX	NORTH RICHLAND HILLS	6510	7640 GRAPEVINE HWY	76180-8306	817-284-2656	TURBO RESTAURANTS
TX	ODESSA	1521	3805 ANDREWS HWY	79762	432-550-3740	TURBO RESTAURANTS
TX	PARIS	5628	3355 LAMAR AVE	75460-5023	903-785-1767	TURBO RESTAURANTS
TX	PASADENA	7566	5471 FAIRMONT PKWY	77505-3805	281-991-5554	TURBO RESTAURANTS
TX	PEARLAND	8674	11233 SHADOW CREEK PKWY	77584	281-560-4660	TURBO RESTAURANTS
TX	PEARLAND	8609	1321 BROADWAY ST.	77581	281-668-7771	TURBO RESTAURANTS
TX	PFLUGERVILLE	8675	1313 FM 685	78660	737-204-7844	TURBO RESTAURANTS
TX	Plainview	8895	3614 Olton Road	79072	806-880-1800	TURBO RESTAURANTS
TX	PLANO	985	2012 W 15 ST	75075	972-423-6624	TURBO RESTAURANTS
TX	Port Arthur	8784	3400 FM 365	77642	409-344-9092	Olexa, Erwin Christopher (Chris)

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	PORTER	1978	23651 US HWY 59	77365	281-354-1766	TURBO RESTAURANTS
TX	RED OAK	8569	125 EAST OVILLA RD.	75154	469-820-0400	TURBO RESTAURANTS
TX	RICHARDSON	6381	1820 N PLANO RD	75081-1916	972-437-5205	TURBO RESTAURANTS
TX	Round Rock	8711	1951 South A.W. Grimes Blvd.	78664	737-237-0880	TURBO RESTAURANTS
TX	ROWLETT	7867	2625 LAKEVIEW PKWY	75088	972-412-3982	TURBO RESTAURANTS
TX	ROYSE CITY	8655	648 I-30 FRONTAGE ROAD	75189	469-981-0110	TURBO RESTAURANTS
TX	SAGINAW	8058	1033 N. SAGINAW BLVD.	76179	817-306-0247	TURBO RESTAURANTS
TX	SAN ANTONIO	8625	9222 POTRANCO RD.	78251	210-362-1590	CHI SOUTHWEST, LLC
TX	SAN ANTONIO	8514	13601 NACOGDOCHES RD.	78217	210-655-1503	CHI SOUTHWEST, LLC
TX	SAN ANTONIO	8266	11043 WEST FM 471	78253	210-688-0919	CHI SOUTHWEST, LLC
TX	SAN ANTONIO	5769	9501 SAN PEDRO AVE	78216	210-344-7573	CHI SOUTHWEST, LLC
TX	SAN ANTONIO	5310	6799 BANDERA RD	78238	210-647-5818	CHI SOUTHWEST, LLC
TX	San Antonio	8712	4138 S. New Braunfels Ave	78223	210-314-6390	LARSH, PERRIN & APRIL
TX	SAN ANTONIO	8289	2223 EVANS RD.	78259	210-281-5286	LARSH, PERRIN & APRIL
TX	SAN ANTONIO	7983	9257 NORTH LOOP 1604 WEST	78023	210-595-6835	LARSH, PERRIN & APRIL
TX	San Marcos	8710	2219 SOUTH I-35 N	78666	512-667-7900	TURBO RESTAURANTS
TX	SCHERTZ	6560	5549 FM 3009	78154-3207	210-651-6820	CHI SOUTHWEST, LLC
TX	SEGUIN	8378	3158 IH 10 WEST	78155	830-372-2087	LOVE'S COUNTRY STORES, INC.
TX	SHERMAN	1434	2131 TEXOMA PKWY	75090	903-868-1420	TURBO RESTAURANTS
TX	SPRING	8385	2113 RILEY FUZZEL ROAD	77386	281-528-0099	Patel, Priti
TX	SPRING	7290	130 E LOUETTA RD	77373	281-651-0991	TURBO RESTAURANTS
TX	SUGAR LAND	7888	1535 STATE HWY 6	77478	281-265-3880	TURBO RESTAURANTS
TX	SULPHUR SPRINGS	7046	1200 SOUTH HILLCREST DR	75482	903-885-4050	PILOT TRAVEL CENTERS LLC
TX	SWEETWATER	8416	9418 NORTH I-20	79556	325-235-1450	LOVE'S COUNTRY STORES, INC.
TX	Temple	8721	6490 West Adams Avenue	76502	254-780-0770	TURBO RESTAURANTS
TX	TERRELL	7897	93 HWY 205	75160	972-563-4200	TURBO RESTAURANTS
TX	TEXARKANA	1614	3223 KENNEDY LANE	75501	903-832-7631	TURBO RESTAURANTS
TX	TOMBALL	8033	14452 FM 2920	77377	281-255-2943	TURBO RESTAURANTS
TX	TYLER	1928	4006 SOUTH BROADWAY	75701	903-534-1735	TURBO RESTAURANTS
TX	UNIVERSAL CITY	1103	905 PAT BOOKER RD	78148	210-659-2111	CHI SOUTHWEST, LLC
TX	VAN	8493	1188 S. OAK STREET	75790	903-963-1122	LOVE'S COUNTRY STORES, INC.
TX	Victoria	8893	8503 N. Navarro St	77904	361-465-5100	TURBO RESTAURANTS

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
TX	WACO	300	723 NORTH VALLEY MILLS DRIVE	76710	254-776-0262	PARNELL, JON LEE
TX	WALLER	7193	30711 FM 2920	77484	936-372-3517	LOVE'S COUNTRY STORES, INC.
TX	Waxahachie	8731	1680 Dallas Highway	75165	469-570-6860	TURBO RESTAURANTS
TX	WEATHERFORD	5854	801 SOUTH MAIN STREET	76086-5353	817-594-9561	TURBO RESTAURANTS
TX	WICHITA FALLS	491	501 HOLLIDAY ST	76301	940-285-5556	CLEMENT, HOWARD
TX	WICHITA FALLS	8312	4601 KEMP BLVD.	76308	940-696-3100	KURANI/CLEMENT
TX	WYLIE	8039	1706 FM 544	75098	972-442-5190	TURBO RESTAURANTS
UT	BOUNTIFUL	1663	2489 S MAIN ST	84010	801-292-9438	COSPER, SEAN
UT	BRIGHAM CITY	5014	774 SOUTH MAIN STREET	84302	435-723-5365	DATTA/CHOPRA
UT	CEDAR CITY	1897	927 W 200 N	84720-2303	435-586-8344	DATTA/CHOPRA
UT	CENTERVILLE	5759	355 N 800 W	84014-1744	801-298-8473	DATTA/CHOPRA
UT	CLINTON	8339	1896 NORTH 2000 WEST	84015	801-773-7337	FREDRICKSON, STEVEN
UT	Eagle Mountain	8927	1385 East Eagle Mountain Boulevard	84005	485-336-8358	COSPER, SEAN
UT	ELWOOD	7359	5175 W 9600 N	84337	435-257-0511	DATTA/CHOPRA
UT	EPHRAIM	9099	791 N 50 E	84627	435-283-4002	COSPER, SEAN
UT	FARMINGTON	7216	375 N LAGOON DRIVE	84025	801-451-7238	COSPER, SEAN
UT	FARMINGTON	6789	375 NORTH LAGOON DRIVE	84025-2554	801-451-7238	COSPER, SEAN
UT	FARR WEST	7045	1814 W 2700 N	84404-1268	801-737-9194	DATTA/CHOPRA
UT	Fillmore	8931	890 South 1100 West	84631	435-253-9800	COSPER, SEAN
UT	Grantsville	10161	497 E Main St	84029	1-435-268-4545	COSPER, SEAN
UT	GREEN RIVER	7214	1810 Main Street	84525	435-564-3604	LOVE'S COUNTRY STORES, INC.
UT	HURRICANE	8421	1022 W. STATE STREET	84737	435-635-9997	DATTA/CHOPRA
UT	KAYSVILLE	7688	225 N 400 W	84037-1800	801-593-6059	DATTA/CHOPRA
UT	Lake Point	8736	8580 COMMERCE DR	84074	435-268-7044	COSPER, SEAN
UT	LAYTON	6521	987 N FAIRFIELD	84040	801-593-0244	DATTA/CHOPRA
UT	LOGAN	8283	1153 SOUTH 100 W.	84321	435-213-3593	WORTHY, MONTY W. AND CLEO GENE
UT	MIDVALE	8541	7121 BRIGHAM JUNCTION BLVD.	84047	801-566-3055	DATTA/CHOPRA
UT	MIDVALE	5118	741 E FORT UNION BLVD	84047	801-255-8684	DATTA/CHOPRA
UT	NEPHI	6817	815 E 100 N	84648	435-623-2601	JONES, MICHAEL T.
UT	North Ogden	8779	2560 North 400 East	84414	385-492-3323	DATTA/CHOPRA
UT	OGDEN	5749	275 E. 12TH STREET	84404	801-393-6871	DATTA/CHOPRA
UT	Orem	8971	800 W. University Parkway	84058	801-863-8000	Utah Valley University

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UT	PAYSON	7462	788 S 1270 W	84651	801-658-5199	BILLINGS, BRUCE
UT	PROVO	5260	1474 S 40TH E	84601	801-377-7439	COSPER, SEAN
UT	RICHFIELD	6002	1425 N MAIN ST	84701	435-896-6411	COSPER, SEAN
UT	RIVERTON	8242	3643 W. 13400 SOUTH	84065	801-302-1480	DATTA/CHOPRA
UT	RIVERTON	6700	1731 W 12600 S	84065	801-446-9300	DATTA/CHOPRA
UT	ROOSEVELT	6777	166 N 200 E	84066	435-722-1313	CRUMBO'S, INC.
UT	Roy	8824	4180 Midland Drive	84067	801-648-7176	COSPER, SEAN
UT	SALINA	8458	1895 SOUTH STATE STREET	84654	435-287-0464	LOVE'S COUNTRY STORES, INC.
UT	SALT LAKE CITY	7952	25 N. REDWOOD RD	84116	801-239-1690	LOVE'S COUNTRY STORES, INC.
UT	SANDY	6107	10273 S 1300 E	84091	801-572-1577	DATTA/CHOPRA
UT	SARATOGA SPRINGS	8678	46 West Pioneer Crossing	84045	801-766-1541	COSPER, SEAN
UT	Smithfield	8773	950 South Main St	84335	435-932-2168	COSPER, SEAN
UT	SOUTH JORDAN	8560	5414 WEST DAYBREAK PKWY	84009	801-445-0045	DATTA/CHOPRA
UT	SPRINGVILLE	8409	1881 WEST 500 SOUTH	84663	801-491-0453	COSPER, SEAN
UT	St. George	8844	787 North Dixie Drive	84770	435-688-2779	DATTA/CHOPRA
UT	ST. GEORGE	1874	717 S BLUFF ST	84770	435-628-4688	DATTA/CHOPRA
UT	SYRACUSE	8299	1766 SOUTH 2000 WEST	84075	801-648-7231	FREDRICKSON, STEVEN
UT	VERNAL	5078	1141 W HWY 40	84078	435-789-0292	DATTA/CHOPRA
VA	ABINGDON	5680	470 CUMMINGS ST	24210	276-676-3644	WADE, JOHN
VA	ALEXANDRIA	522	4817 BEAUREGARD ST	22312	703-398-1326	KBP Inspired, LLC
VA	BASTIAN	8667	6168 NORTH SCENIC HIGHWAY	24314	276-688-1478	LOVE'S COUNTRY STORES, INC.
VA	Bealeton	8910	11850 Hall Street	22712	540-812-2146	WALLACE, DAN
VA	Bristol	1563	2665 Lee Hwy	24201-1625	276-466-2072	WADE, JOHN
VA	BRISTOW	7643	12891 BRAEMAR VILLAGE PLZ	20136-5502	703-257-9563	CRAWFORD, CHUCK
VA	CHANTILLY	7191	4400 CHANTILLY PL	20151	703-961-1770	CRAWFORD, CHUCK
VA	Chantilly	9004	24655 GATEWAY VILLAGE PL	20152	3476053390	PARIKH & PARIKH
VA	COLONIAL HEIGHTS	6611	107 TEMPLE LAKE DR	23834	804-520-5280	THE RESTAURANT COMPANY
VA	COVINGTON	6694	1410 DURANT ST	24426	540-962-4811	TURNER, THOMAS
VA	CREWE	6982	705 E VIRGINIA AVE	23930	434-645-2171	PATEL, DEEPAK K.
VA	CULPEPER	5702	709 JAMES MADISON HWY	22701	540-321-4741	WADE, JOHN

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
VA	DANVILLE	7937	110 RIVER POINT DR	24541	434-792-7893	PILOT TRAVEL CENTERS LLC
VA	DISPUTANTA	8577	7200 COUNTY DRIVE	23842	804-722-0251	LOVE'S COUNTRY STORES, INC.
VA	Elliston	10082	5275 North Fork Road	24087	540-404-6700	LOVE'S COUNTRY STORES, INC.
VA	EMPORIA	6378	109 MARKET DR	23847	434-634-8693	ASHTIANI, REZA
VA	FALLS CHURCH	7221	8127 LEE HWY	22042	703-876-9131	CRAWFORD, CHUCK
VA	FRANKLIN	7093	1504 ARMORY DR	23851	757-516-2894	ASHTIANI, REZA
VA	FREDERICKSBUR G	7909	9865 JEFFERSON DAVIS HWY	22408	540-834-4222	WALLACE, DAN
VA	G	7615	2315 SALEM CHURCH RD	22407-6026	540-785-3456	WALLACE, DAN
VA	G	1519	164 WARRENTON RD	22405	540-373-1550	WALLACE, DAN
VA	FRONT ROYAL	5195	1204 N ROYAL AVE	22630	540-635-6468	EASTER, VICKI
VA	GALAX	7778	1120 EAST STUART DRIVE	24333	276-238-3078	WADE, JOHN
VA	Glade Spring	9031	12433 Maple St	24340	276-429-2214	WADE, JOHN
VA	GLEN ALLEN	8237	10267 WASHINGTON HIGHWAY	23059	804-412-0500	THE RESTAURANT COMPANY
VA	HAMPTON	185	3200 W MERCURY BLVD	23666	757-826-6466	ASHTIANI, REZA
VA	KING GEORGE	7598	5426 JAMES MADISON PKWY	22485-5329	540-644-0060	WALLACE, DAN
VA	LANGLEY AFB	8419	61 SPAATZ DR	23665	757-766-1298	AAFES
VA	LEESBURG	7732	605 POTOMAC STATION DRIVE, NE	20176	703-348-6055	KBP Inspired, LLC
VA	MANASSAS	7461	9874 LIBERIA AVE	20110-5836	703-330-6183	CRAWFORD, CHUCK
VA	MARION	6427	947 N MAIN ST	24354	276-782-9573	CARRAWAY, DAVID
VA	MECHANICSVILL E	1585	7110 MECHANICSVILLE TPKE	23111	804-730-2345	THE RESTAURANT COMPANY
VA	MIDLOTHIAN	7959	6541 BAYSIDE LN	23112	804-608-3993	THE RESTAURANT COMPANY
VA	MIDLOTHIAN	5966	13220 MIDLOTHIAN TURNPIKE	23113	804-378-7554	THE RESTAURANT COMPANY
VA	PETERSBURG	5774	3300 S CRATER RD	23805	804-732-2265	THE RESTAURANT COMPANY
VA	PROVIDENCE FORGE	8580	6870 JIMMY BURRELL LN.	23140	804-966-8152	LOVE'S COUNTRY STORES, INC.
VA	Quinton	9056	2141 Pocahontas Trail	23141	000-000-0000	RYCKMAN, ANGELA
VA	RICHMOND	7091	4250 POUNCEY TRACT	23060	804-360-8022	THE RESTAURANT COMPANY

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
VA	RICHMOND	5179	8900 QUIOCCASIN RD	23229	804-741-5702	THE RESTAURANT COMPANY
VA	RICHMOND	5215	11298 PATTERSON AVENUE	23233	804-740-9480	THE RESTAURANT COMPANY
VA	RICHMOND	1841	9080 W BROAD ST	23294-5804	804-346-1031	THE RESTAURANT COMPANY
VA	RICHMOND	1576	8201 JEFFERSON DAVIS HWY	23237	804-271-7249	THE RESTAURANT COMPANY
VA	RICHMOND	1441	10901 MIDLOTHIAN TPK	23235	804-794-9759	THE RESTAURANT COMPANY
VA	RICHMOND	760	7411 MIDLOTHIAN TPKE	23225	804-276-8020	THE RESTAURANT COMPANY
VA	RICHMOND	585	7310 HULL STREET RD	23224	804-745-9531	THE RESTAURANT COMPANY
VA	RICHMOND	497	5205 BROOK RD	23227	804-266-6579	THE RESTAURANT COMPANY
VA	ROCKY MOUNT	6853	1800 N MAIN ST	24151	540-489-1658	PM FOODS INC.
VA	Ruther Glen	10154	8249 Ladysmith Rd	22546	804-338-8528	RYCKMAN, ANGELA
VA	RUTHER GLEN	8292	BLVD.	22546	804-448-8002	RYCKMAN, ANGELA
VA	SANDSTON	5370	5220 W WILLIAMSBURG RD	23150	804-222-7438	THE RESTAURANT COMPANY
VA	SOUTH HILL	7293	1149 E ATLANTIC ST	23970	434-955-2300	WADE, JOHN
VA	STAFFORD	6172	418 GARRISONVILLE RD S-118	22554	540-659-8851	WALLACE, DAN
VA	STAUNTON	5756	910-912 GREENVILLE AVE	24402	540-712-7820	WADE, JOHN
VA	STEPHENS CITY	7558	191 FAIRFAX PIKE	22655-2975	540-869-5742	WADE, JOHN
VA	Sterling	8998	45200 Monterey Place	20166	571-313-0817	PARIKH & PARIKH
VA	STRASBURG	7642	33771 OLD VALLEY PIKE	22657-3710	540-465-5050	WADE, JOHN
VA	TOMS BROOK	7426	1015 MOUNT OLIVE RD	22660-2501	540-436-8048	LOVE'S COUNTRY STORES, INC.
VA	Verona	9064	18 Lodge Lane	24882	540-490-4555	WADE, JOHN
VA	Warrenton	8863	360 Broadview Avenue	20186	540-359-6473	WADE, JOHN
VA	WINCHESTER	7578	331 HOPE DR	22601-6800	540-662-6500	WADE, JOHN
VA	WINCHESTER	7413	140 FOXRIDGE LN	22603-4201	540-667-9121	WADE, JOHN
VA	WINCHESTER	5905	1010 BERRYVILLE AVE	22601	540-665-2925	WADE, JOHN
VA	WISE	6387	164 PLAZA RD	24293	276-679-3527	EPLING, TIM
VA	WOODBRIDGE	7911	13515 MINNIEVILLE RD	22192	703-897-0292	CRAWFORD, CHUCK
VA	WOODSTOCK	7056	320 W RESERVOIR RD	22664	540-459-5915	KBP Inspired, LLC

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VA	WYTHEVILLE	7201	1318 E LEE HWY	24382	276-228-2518	PILOT TRAVEL CENTERS LLC
VA	YORKTOWN	8343	WASHINGTON MEMORIAL HWY	23692	757-833-6434	SETTIMO, SAM & PATRICIA
VA	ZION CROSSROADS	8395	75 MARKET STREET	22942	540-832-3304	RYCKMAN, ANGELA
WA	ABERDEEN	8619	212 EAST HERON ST.	98520	360-637-9426	DATTA/CHOPRA
WA	ARLINGTON	8693	2430 State Route 530 NE	98223	360-654-8342	PILOT TRAVEL CENTERS LLC
WA	AUBURN	6098	140 15TH ST NE	98002-1606	253-931-1287	AMBROSIA QSR BEEF, LLC
WA	BELLINGHAM	6945	4390 MERIDIAN ST	98226	360-647-2484	DATTA/CHOPRA
WA	BOTHELL	7016	1027 228TH ST SE	98021-7408	425-415-1277	AMBROSIA QSR BEEF, LLC
WA	BREMERTON	1505	3901 WHEATON WAY	98310-3537	360-478-0589	AMBROSIA QSR BEEF, LLC
WA	BURIEN	502	15822 FIRST AVE S	98148	206-246-4632	DATTA/CHOPRA
WA	CENTRALIA	1942	1206 BELMONT AVE	98531-1803	360-330-0182	AMBROSIA QSR BEEF, LLC
WA	CLARKSTON	6263	517 2ND ST	99403	509-751-9601	FINCH, BRUCE
WA	EAST WENATCHEE	6302	179 VALLEY MALL PKWY	98802-5307	509-884-9700	DATTA/CHOPRA
WA	EDMONDS	769	8425 244TH ST SW	98020	425-775-3737	DATTA/CHOPRA
WA	ELLENSBURG	1926	ROAD	98926-9101	509-505-6742	Flynn Group (RB American)
WA	Ellensburg	8771	1307 North Dolarway Rd	98926	509-925-1777	PILOT TRAVEL CENTERS LLC
WA	Elma	9027	5 Eagle Drive	98541	(360) 495-5152	DATTA/CHOPRA
WA	EVERETT	6291	1007 SE EVERETT MALL WAY	98208-2833	425-347-8676	AMBROSIA QSR BEEF, LLC
WA	FEDERAL WAY	7842	SOUTH	98003	253-661-8209	AMBROSIA QSR BEEF, LLC
WA	FIFE	6096	5002 PACIFIC HWY E	98424-2608	253-517-8361	AMBROSIA QSR BEEF, LLC
WA	Joint Base Lewis McChord	8402	Building 52820 Division Drive	98433	253-964-4430	AAFES
WA	KENNEWICK	6760	1310 N COLUMBIA CENTER BLVD.	99336	509-820-3082	Flynn Group (RB American)
WA	KENNEWICK	1503	3506 W CLEARWATER AVE	99336-2729	509-783-1149	Flynn Group (RB American)
WA	KENT	8539	6610 SOUTH 211TH ST.	98032	206-957-0036	DATTA/CHOPRA
WA	LACEY	5801	532 SLEATER-KINNEY RD	98503	360-493-0580	AMBROSIA QSR BEEF, LLC
WA	LONGVIEW	6385	1156 WASHINGTON WAY	98632-4034	360-998-2661	AMBROSIA QSR BEEF, LLC
WA	LYNNWOOD	275	4910 196TH ST SW	98036	425-774-0622	DATTA/CHOPRA
WA	MARYSVILLE	8589	3760 116TH STREET	98270	360-548-3339	DATTA/CHOPRA
WA	MEAD	6746	14414 N NEWPORT HWY	99021	509-465-4699	ATCHLEY, JOHN

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WA	MEDICAL LAKE	8393	14202 W. STATE RD. 2	99022	509-244-7045	SPOKANE TRIBE OF INDIANS
WA	MOSES LAKE	6732	2441 S MAIERS RD	98837-9781	509-764-5596	Flynn Group (RB American)
WA	MOSES LAKE	1912	710 N STRATFORD RD	98837-1569	509-765-0309	Flynn Group (RB American)
WA	MOUNT VERNON	1970	1822 FREEWAY DR	98273-5437	360-428-0223	AMBROSIA QSR BEEF, LLC
WA	NAPAVINE	8651	1251 RUSH RD.	98532	360-996-4306	DATTA/CHOPRA
WA	NORTH BEND	6696	705 SW MOUNT SI BLVD	98045-8990	425-888-1933	AMBROSIA QSR BEEF, LLC
WA	OAK HARBOR	5052	32825 STATE RD 20	98277-2672	360-675-2245	AMBROSIA QSR BEEF, LLC
WA	OLYMPIA	1866	2528 HARRISON AVE NW	98502	360-943-0150	AMBROSIA QSR BEEF, LLC
WA	OMAK	5665	801 E. RIVERSIDE DR	98841	509-826-2507	ATCHLEY, JOHN
WA	Pasco	8990	2252 East Kartchner Street	99301	509-412-6438	LOVE'S COUNTRY STORES, INC.
WA	Port Orchard	8732	1690 Mile Hill Drive	98366	360-624-8162	AMBROSIA QSR BEEF, LLC
WA	PUYALLUP	6664	12528 MERIDIAN E	98373-3414	253-840-2460	AMBROSIA QSR BEEF, LLC
WA	REDMOND	6409	15115 NE 24TH ST	98052	425-957-1765	DATTA/CHOPRA
WA	RICHLAND	6351	1051 GEORGE WASHINGTON WAY	99352-3515	509-943-3732	Flynn Group (RB American)
WA	ROCHESTER	8740	19615 ELDERBERRY STREET, SUITE B	98579	360-858-7263	DATTA/CHOPRA
WA	SILVERDALE	6099	9985 SILVERDALE WAY NW	98383	360-692-6326	AMBROSIA QSR BEEF, LLC
WA	SNOHOMISH	8311	2603 BICKFORD AVE	98290	360-568-2729	DATTA/CHOPRA
WA	SPANAWAY	8656	20517 Mountain Hwy East	98387	253-271-7090	DATTA/CHOPRA
WA	SPOKANE	7159	15327 E INDIANA AVE	99216-1833	509-927-9785	VAUGHN, CYRUS/MCGANN, DAVID
WA	SPOKANE	603	6316 N DIVISION ST	99208-3434	509-489-6300	VAUGHN, CYRUS/MCGANN, DAVID
WA	SPOKANE	442	328 THIRD AVE W	99204	509-747-6939	VAUGHN, CYRUS/MCGANN, DAVID
WA	SPOKANE	233	10407 E SPRAGUE AVE	99206	509-924-3811	VAUGHN, CYRUS/MCGANN, DAVID
WA	TACOMA	6097	15021 PACIFIC AVE S	98444	253-531-3395	AMBROSIA QSR BEEF, LLC
WA	TACOMA	490	2612 S 38 ST	98409	253-475-1123	DATTA/CHOPRA

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
WA	TACOMA	413	9824 GRAVELLY LAKE DR SW	98499-1704	253-582-0433	DATTA/CHOPRA
WA	VANCOUVER	6886	221 NE 104 AVENUE	98664	360-718-7632	AMBROSIA QSR BEEF, LLC
WA	VANCOUVER	6299	7117 NE FOURTH PLAIN BLVD	98661-7322	360-718-7461	AMBROSIA QSR BEEF, LLC
WA	WENATCHEE	6167	135 EASY ST	98801-5995	509-662-8210	DATTA/CHOPRA
WA	YAKIMA	5998	AVENUE	98908	509-966-7606	Flynn Group (RB American)
WI	ABRAMS	7308	2516 W FRONTIER RD	54101	920-826-6371	DRM, INC.
WI	ANTIGO	7991	2120 NEVA RD	54409	715-623-2828	OSTROWSKI, JENNIFER & JEREMY
WI	APPLETON	8552	473 WEST CALUMET ST.	54915	920-903-8374	DRM, INC.
WI	APPLETON	7230	3709 E CALUMET ST	54915	920-735-6513	DRM, INC.
WI	APPLETON	5020	3801 W WISCONSIN AVE	54914-5739	920-730-8267	DRM, INC.
WI	ASHLAND	8305	824 LAKESHORE DR	54806	715-682-7300	OSTROWSKI, JENNIFER & JEREMY
WI	Baraboo	8905	325 West Pine Street	53913	608-581-8105	OSTROWSKI, JENNIFER & JEREMY
WI	BEAVER DAM	8239	111 FRANCES LN	53916	920-356-0855	DRM, INC.
WI	BELOIT	8433	2850 MILWAUKEE RD, STE 100	53511	608-312-2696	DRM, INC.
WI	BELOIT	1298	1817 RIVERSIDE DR	53511	608-365-4344	DRM, INC.
WI	BLACK RIVER FALLS	8563	607 STATE HWY 54	54615	715-284-1176	DRM, INC.
WI	CHIPPEWA FALLS	6137	307 PRAIRIE VIEW RD	54729	715-726-8888	DRM, INC.
WI	COLUMBUS	8250	2200 WEST JAMES ST	53925	920-623-9261	DRM, INC.
WI	Cottage Grove	8672	2763 County Road N	53527	608-286-3809	DRM, INC.
WI	COTTAGE GROVE	7686	1603 LANDMARK DRIVE	53527	608-839-9290	DRM, INC.
WI	DE FOREST	6889	4884 County Trunk Hwy S V	53532	608-846-1006	DRM, INC.
WI	DE PERE	8591	2645 MONROE RD.	54115	920-593-2318	DRM, INC.
WI	DE PERE	7164	1620 LAWRENCE DRIVE	54115	920-330-9145	DRM, INC.
WI	DeForest	9036	4661 Dalmore Rd	53532	608-912-1077	OSTROWSKI, JENNIFER & JEREMY
WI	Eau Claire	8750	3170 North Clairemont Avenue	54703	715-214-2458	DRM, INC.
WI	EAU CLAIRE	5173	1019 S. HASTINGS WAY	54701	715-838-7004	DRM, INC.
WI	EAU CLAIRE	1958	2821 HENDRICKSON DR	54701-6135	715-838-7001	DRM, INC.
WI	FOND DU LAC	7246	WEST 6606 HIGHWAY 23	54937-9773	920-906-5054	DRM, INC.
WI	FORT ATKINSON	8583	1660 MADISON AVE.	53538	920-542-1187	DRM, INC.

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
WI	Franklin	8797	7621 West Rawson Avenue	53132	414-367-2558	WADE, JOHN
WI	FRANKSVILLE	6251	13712 NORTHWESTERN AVE	53126	262-835-2417	PILOT TRAVEL CENTERS LLC
WI	GERMANTOWN	5562	N96W17650 COUNTY LINE RD	53022-4628	262-255-7442	WADE, JOHN
WI	Grand Chute	8939	715 Evergreen Drive	54913	920-815-3334	DRM, INC.
WI	Green Bay	9058	1630 W Mason Street	54303	920-544-0411	DRM, INC.
WI	GREEN BAY	8545	1911 MAIN STREET	54302	920-857-1527	DRM, INC.
WI	GREEN BAY	6888	3285 CEDAR HEDGE LN	54311-9628	920-863-2299	DRM, INC.
WI	GREEN BAY	6594	4720 MILLTOWN RD	54313	920-865-4350	DRM, INC.
WI	GREEN BAY	1014	2456 S ONEIDA ST	54304-5243	920-498-8182	DRM, INC.
WI	GREENFIELD	6601	4280 S 76TH ST	53220-2805	414-327-3055	WADE, JOHN
WI	GREENFIELD	5561	4841 S 27 ST	53221	414-282-2364	WADE, JOHN
WI	JANESVILLE	1222	2101 MORSE STREET	53545	608-563-2477	DRM, INC.
WI	JOHNSON CREEK	6804	650 WEST LINMAR LN	53038	920-699-5050	DRM, INC.
WI	KAUKAUNA	7153	1350 DELANGLADE STREET	54130-4129	920-759-1398	DRM, INC.
WI	KENOSHA	7608	5800 75TH ST	53142-3604	262-697-1067	WADE, JOHN
WI	KENOSHA	7303	7411 122ND AVE	53142	262-857-9947	WADE, JOHN
WI	KOHLER	7390	4003 STATE HWY 28	53044	920-694-0051	WADE, JOHN
WI	MADISON	6738	4 COLLINS CT	53716	608-222-2400	DRM, INC.
WI	MANITOWOC	7561	4201 HARBOR TOWN LANE	54220	920-682-0461	DRM, INC.
WI	MARINETTE	7906	3500 OLD PESHTIGO RD	54143	715-735-1782	DRM, INC.
WI	MARSHFIELD	1910	1501 N CENTRAL AVE	54449	715-387-3004	DRM, INC.
WI	Mauston	9066	1002 Gateway Avenue	53948	608-747-2665	OSTROWSKI, JENNIFER & JEREMY
WI	MEDFORD	8364	726 EAST BROADWAY AVE.	54451	715-748-4031	DRM, INC.
WI	Mequon	9030	10911 North Port Washington Road	53092	262-236-9468	WADE, JOHN
WI	MERRILL	8449	3350 EAST MAIN ST.	54452	715-722-0645	SCHWARTZ, GARY
WI	MIDDLETON	7757	8321 MURPHY DRIVE	53562	608-836-1199	DRM, INC.
WI	MINOCQUA	8233	8630 US HWY 51	54548	715-358-9744	OSTROWSKI, JENNIFER & JEREMY
WI	MUKWONAGO	8639	122 ARROWHEAD DRIVE	53149	262-264-6888	DRM, INC.
WI	NEENAH	7638	1131 WESTOWNE DR	54956	920-727-0042	DRM, INC.
WI	NEW BERLIN	8473	15705 W. BELOIT ROAD	53151	262-901-2699	WADE, JOHN
WI	OAK CREEK	7336	1920 W RYAN RD	53154	414-304-7251	WADE, JOHN
WI	ONALASKA	8509	RD.	54650	608-781-4966	DRM, INC.

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WI	OSHKOSH	6329	2040 S KOELLER ST	54901	920-235-1808	DRM, INC.
WI	Platteville	8956	1711 Progressive Pkwy	53818	608-342-4384	DRM, INC.
WI	PLOVER	8463	1825 PLOVER RD	54467	715-295-4076	DRM, INC.
WI	PORT WASHINGTON	5447	100 THOMAS DRIVE	53074	262-284-5206	WADE, JOHN
WI	Portage	8827	2921 New Pinery Road	53901	608-745-0810	OSTROWSKI, JENNIFER & JEREMY
WI	RACINE	7467	3048 DOUGLAS AVE	53402-4102	262-639-8119	WADE, JOHN
WI	Reedsburg	8847	2000 E Main St	53959	608-415-5231	OSTROWSKI, JENNIFER & JEREMY
WI	RHINELANDER	8524	2219 NORTHERN STEVENS ST.	54501	715-369-5401	OSTROWSKI, JENNIFER & JEREMY
WI	ROTHSCHILD	7923	1531 COUNTY TRUNK HWY	54474	715-298-2173	OSTROWSKI, JENNIFER & JEREMY
WI	SCHOFIELD	5279	927 GRAND AVE	54476-1121	715-355-5578	OSTROWSKI, JENNIFER & JEREMY
WI	SHAWANO	7312	N4543 STATE HWY 22	54166	715-526-8072	DRM, INC.
WI	SPARTA	8551	918 SOUTH BLACK RIVER ST.	54656	608-269-1055	DRM, INC.
WI	STEVENS POINT	6984	5700 US HIGHWAY 10 E	54481-8550	715-342-0950	OSTROWSKI, JENNIFER & JEREMY
WI	STEVENS POINT	6070	3115 CHURCH STREET	54481	715-345-7888	OSTROWSKI, JENNIFER & JEREMY
WI	STOUGHTON	8415	900 NYGAARD STREET	53589	608-877-0777	DRM, INC.
WI	STURGEON BAY	7759	1331 GREEN BAY ROAD	54235	920-743-3207	DRM, INC.
WI	STURTEVANT	7241	7141 DURAND AVE	53177-1968	262-598-0831	WADE, JOHN
WI	SUN PRAIRIE	8487	829 BUNNY TRAIL	53590	608-825-3428	DRM, INC.
WI	TOMAH	8276	226 BUAN ST.	54660	608-372-3163	DRM, INC.
WI	VERONA	8538	631 HOMETOWN CIRCLE	53593	608-497-1337	DRM, INC.
WI	WATERTOWN	7687	1910 MARKET WAY	53094-7427	920-261-9380	WADE, JOHN
WI	WAUKESHA	8365	1900 SILVERNAIL RD.	53188	262-446-9205	WADE, JOHN
WI	WAUKESHA	1150	2330 EAST MORELAND BLVD.	53186-2908	262-784-8486	WADE, JOHN
WI	WAUSAU	7787	2601 NORTH 20TH AVENUE	54401	715-675-1025	OSTROWSKI, JENNIFER & JEREMY
WI	WEST ALLIS	108	10743 W NATIONAL AVE	53227	414-321-9660	WADE, JOHN
WI	WEST BEND	7609	730 W PARADISE DR	53095-8537	262-334-4263	WADE, JOHN
WI	WEST MILWAUKEE	7508	1661 MILLER PARK WAY	53214-3605	414-384-8905	WADE, JOHN

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State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
WI	Westfield	8826	122 North Pioneer Park Road, Suite C	53964	608-296-7068	OSTROWSKI, JENNIFER & JEREMY
WI	WESTON	7782	10002 ADVENTURE WAY	54476	715-241-7128	OSTROWSKI, JENNIFER & JEREMY
WI	Whitewater	8788	1407 West Main Street	53190	262-264-6248	DRM, INC.
WI	WISCONSIN RAPIDS	7929	3110 SOUTH 8TH STREET	54494	715-421-0220	DRM, INC.
WV	BEAVER	8513	664 RITTER DR.	25813	681-207-7187	LITTLE GENERAL STORE, INC.
WV	BELLE	8417	2700 EAST DUPONT AVE.	25015	304-513-6918	LITTLE GENERAL STORE, INC.
WV	BRADLEY	8636	5466 ROBERT C. BYRD DR.	25818	681-207-7402	LITTLE GENERAL STORE, INC.
WV	BUCKHANNON	7611	55 BUCKHANNON CROSSROADS	26201	304-473-0083	BECKER, HOWARD
WV	Charles Town	8794	490 Euclid Avenue	25414	681-252-4396	WADE, JOHN
WV	CHARLESTON	6885	105 RHL BLVD	25309	304-744-5488	BECKER, HOWARD
WV	Charleston	10008	306 MacCorkle Ave SE	25314	304-926-2382	RITTON, MILO
WV	CHARLESTON	7278	5740 MacCORKLE AVE SE	25304	304-926-6793	WADE, JOHN
WV	CLARKSBURG	6960	525 EMILY DR	26301	304-626-3865	BECKER, HOWARD
WV	CRAWLEY	8584	15056 MIDLAND TRAIL	24931	304-392-2585	LITTLE GENERAL STORE, INC.
WV	CROSS LANES	6833	10 NITRO PLAZA	25313	304-776-2776	BECKER, HOWARD
WV	Fairmont	8926	190 E Grafton Rd	26554	304-890-0273	LITTLE GENERAL STORE, INC.
WV	FAYETTEVILLE	7777	570 FAYETTE TOWN CENTER ROAD	25840	304-574-4644	REAM, DANIEL
WV	HUNTINGTON	7407	3086 16TH ST RD	25701	304-522-7008	WADE, JOHN
WV	HUNTINGTON	6774	4905 US ROUTE 60 E	25705-1943	304-733-2020	WADE, JOHN
WV	HUNTINGTON	6029	2125 5TH AVENUE	25701	304-522-4310	WADE, JOHN
WV	HURRICANE	6575	4220 STATE ROUTE 34	25526	304-757-0345	LITTLE GENERAL STORE, INC.
WV	HURRICANE	8264	25 ARBY'S WAY	25526	304-562-5884	WADE, JOHN
WV	INWOOD	8562	150 HOVATTER DR.	25428	304-821-1270	WADE, JOHN
WV	Jane Lew	8942	102 Jesse Run Road	26378	304-884-2397	RITTON, MILO
WV	LEWISBURG	6757	119 PIERCY DRIVE	24901	304-647-4498	REAM, DANIEL
WV	LOGAN	7361	113 NICK SAVAS DR	25601-3468	304-831-2017	BECKER, HOWARD
WV	MACARTHUR	8431	2001 ROBERT C BYRD	25873	304-894-8163	LITTLE GENERAL STORE, INC.

Exhibit A-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
WV	MARTINSBURG	7958	217 ADMINISTRATIVE DR	25401	304-264-4457	WADE, JOHN
WV	MARTINSBURG	6950	1010 FOXCROFT AVE	25401	304-263-8450	WADE, JOHN
WV	MORGANTOWN	7460	1900 EARL L CORE RD	26505-5894	304-296-6825	BECKER, HOWARD
WV	MORGANTOWN	6577	331 PATTESON DR	26505	304-598-2729	BECKER, HOWARD
WV	NEW MARTINSVILLE	7523	281 N STATE ROUTE 2	26155-2203	304-447-2080	BECKER, HOWARD
WV	NITRO	6786	4304 FIRST AVE	25143	304-755-6883	PILOT TRAVEL CENTERS LLC
WV	ONA	8512	2634 US ROUTE 60	25545	304-743-9065	LITTLE GENERAL STORE, INC.
WV	Parkersburg	10165	1604 7th Street	26101	681-660-1159	WADE, JOHN
WV	PARKERSBURG	8317	2899 PIKE ST	26101	304-489-1919	WADE, JOHN
WV	PINEVILLE	8392	256 APPALACHIAN HWY	24874	304-732-9088	LITTLE GENERAL STORE, INC.
WV	PRINCETON	8249	1000 OAKVALE RD	24740	304-431-2844	LITTLE GENERAL STORE, INC.
WV	RIPLEY	7500	627 MAIN ST W	25271-1107	304-372-4554	WADE, JOHN
WV	SUMMERSVILLE	6662	308 MERCHANTS WALK	26651	304-872-7188	LITTLE GENERAL STORE, INC.
WV	SUTTON	8256	2001 SUTTON LN	26601	304-750-2083	LITTLE GENERAL STORE, INC.
WV	VIENNA	7301	1200 GRAND CENTRAL AVE	26105	304-295-6100	WADE, JOHN
WV	WEIRTON	7020	222 THREE SPRINGS DR	26062	304-723-0651	BECKER, HOWARD
WV	WESTON	8373	595 US HIGHWAY 33 EAST	26452	304-997-8585	LITTLE GENERAL STORE, INC.
WV	WESTOVER	7397	996 FAIRMONT RD	26501	304-225-2393	BECKER, HOWARD
WV	WHEELING	7314	2058 NATIONAL RD	26003	304-242-9307	BECKER, HOWARD
WV	WHITE HALL	7295	23 SOUTHLAND DR	26554	304-363-8518	BECKER, HOWARD
WY	Buffalo	10108	190 US HWY 16 East	82834	307-621-6064	LOVE'S COUNTRY STORES, INC.
WY	CASPER	849	80 SE WYOMING BLVD	82609	307-237-8040	Flynn Group (RB American)
WY	CASPER	7533	2407 CY AVE	82604-3434	307-577-5905	Quality Meats
WY	CHEYENNE	883	310 E. LINCOLNWAY	82001-4602	307-635-7046	Flynn Group (RB American)
WY	CHEYENNE	7434	5250 YELLOWSTONE RD	82009-4782	307-632-8505	KELLER, CALVIN
WY	CHEYENNE	7432	3228 W. COLLEGE DR	82007	307-638-9300	Quality Meats
WY	CODY	7765	AVENUE	82414	307-587-6646	Quality Meats
WY	DOUGLAS	6443	355 N RUSSELL AVE	82633	307-358-4400	Quality Meats
WY	GILLETTE	5069	2720 S DOUGLAS HWY	82718	307-686-7545	MOODY, TORREY
WY	LARAMIE	1109	2148 GRAND AVE	82070	307-742-5559	Flynn Group (RB American)

Exhibit A-1
List of Restaurant Franchisees
As of December 28, 2025

State	City	Rest. #	Address	Zip	Phone	Franchisee Entity
WY	RIVERTON	5740	1140 W MAIN ST	82501	307-856-0203	Quality Meats
WY	ROCK SPRINGS	1600	1899 DEWAR DR	82901	307-382-8050	Flynn Group (RB American)
WY	SHERIDAN	5528	1777 COFFEEN AVE	82801	307-672-8406	MOODY, TORREY
WY	TORRINGTON	6315	128 WEST VALLEY RD	82240	307-532-8900	Quality Meats
WY	WHEATLAND	5439	91 16TH ST	82201	307-322-5432	Quality Meats
WY	WORLAND	6170	1500 BIG HORN AVE	82401-2921	307-347-6275	Quality Meats

EXHIBIT A-2 TO THE ARBY'S FDD

LIST OF ARBY'S RESTAURANT FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS BUT NOT YET OPERATIONAL

Exhibit A-2
List of Restaurant Franchisees With Signed Franchise Agreements
But Not Yet Operational
As of December 28, 2025

State	City	Restaurant #	Address	Franchisee	Franchisee Phone
AL	Quinton	10172	220 Elza's Way	LOVE'S COUNTRY STORES, INC	405-302-6619
CA	Lancaster	9077	2004 West Avenue D	LOVE'S COUNTRY STORES, INC	405-302-6619
CA	Livingston	10102	1895 Campbell Blvd	Singh, Paramjit (Goldy)	(803) 445-7200
ME	Bangor	10167	57 Bangor Mall Blvd	Cole, Jason M.	(612) 209-3583
MO	Mound City	10112	20717 Highway 118	Patel, Jagadish (Jack)	(816) 679-2602
MO	St Clair	10180	8297 State Hwy 47	LOVE'S COUNTRY STORES, INC	405-302-6619
NY	Amsterdam	10168	173 Market St	Patel, Nandish	(267) 694-0009
PA	Lewisburg	9000	190 International Dr	PARIKH & PARIKH	(732) 895-9011
TX	El Paso	10125	1541 Resler Drive	Martin, Jose Luis	(858) 531-1645

EXHIBIT A-3 TO THE ARBY'S FDD

LIST OF ARBY'S RESTAURANT DEVELOPERS

Exhibit A-3
List of Restaurant Developers
As of December 28, 2025

State	Developer	Developer Phone
AR, ID, MO, OR, OK, WY	Flynn Group (RB American)	(216) 973-2072
AZ, FL, MD, NC, VA	KBP Inspired, LLC	(913) 356-6342
CA	Singh, Paramjit (Goldy)	(803) 445-7200
DC, VA	RYCKMAN, ANGELA	(804) 640-8206
FL, GA, IN, MN, ND, OH, WV	WADE, JOHN	317-696-7739
GA, FL	WILEY, ARGUS	(803) 367-7957
IN, IL, LA, MS, OH, TX	TURBO RESTAURANTS	972-620-2287
IN, KY	Malhotra, Manish & Stephens, Henry J.	217-821-9686
KY, OH	RESTAURANT MANAGEMENT, INC.	513-362-8900
MD	Luis, Boris Lander	(240) 463-1404
ME	Cole, Jason M.	(612) 209-3583
MI	CRAWFORD, JOE	810-730-4844
MO	Patel, Jagadish (Jack)	(816) 679-2602
NC	Frizzell, Ben	423-764-5107
NE	D'Agosto, Andrew	ANDAGOSTO@ARBYSPANDAINC.COM
NJ	Patel, Hiren	(973) 531-4430
NV	DRG MEATS, LLC	(707) 935-3700
NY	LANGE, MATTHEW	607-437-6573
NY	MUGNOLA, FRANK	585-704-5539
NY	Patel, Nandish	(267) 694-0009
PA	PARIKH & PARIKH	(732) 895-9011
PA, WV	RITTON, MILO	(412) 364-2200
SC	BRUMIT, JOE	828-274-5835
SC	RASOR III, JAKE	864-943-2000 ext. 23
TX	Martin, Jose Luis	(858) 531-1645
US	LOVE'S COUNTRY STORES, INC.	405-302-6619
US	PILOT TRAVEL CENTERS LLC	865-806-3760
UT	COSPER, SEAN	303-596-6468
WA	DATTA/CHOPRA	916-870-3402
WV	LITTLE GENERAL STORE, INC.	304-253-9592 ext. 21

EXHIBIT A-4 TO THE ARBY'S FDD

LIST OF ARBY'S RESTAURANTS THAT CEASED TO OPERATE AND FORMER ARBY'S RESTAURANT FRANCHISEES

Exhibit A-4
List of Restaurants that Ceased to Operate and
Former Restaurant Franchisees
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone
4	KBP Inspired, LLC	PHOENIX	AZ	(913) 356-6342
2	BELATTI, FRANK (Cardinal RB Arizona)	TUCSON	AZ	(770) 330-2253
1	GOLDEN BEAR RESTAURANT GROUP, INC	RED BLUFF	CA	916-685-5959
5	ZAGHI, KOOROSH CYROUS	BAKERSFIELD	CA	818-334-5999
1	DRG MEATS, LLC	BARSTOW	CA	(707) 935-3700
2	Flynn Group (RB American)	DENVER	CO	(216) 973-2072
1	CRAWFORD, CHUCK	WILMINGTON	DE	302-427-1776
4	KBP Inspired, LLC	Orlando	FL	(913) 356-6342
1	WADE, JOHN	CLEARWATER	FL	317-696-7739
3	KARIMI, MURAD	WEST PALM BEACH	FL	770-609-8195
1	JVWKASS CORPORATION	ATLANTA	GA	404-325-1162
2	PILOT TRAVEL CENTERS LLC	WALCOTT	IA	865-806-3760
1	TEAMLYDERS, LLC	Schaumburg	IL	248-446-0100
1	TURBO RESTAURANTS	PEORIA	IL	972-620-2287
1	DRM, INC.	LOVES PARK	IL	402-573-1216
1	PILOT TRAVEL CENTERS LLC	INDIANAPOLIS	IN	865-806-3760
1	Flynn Group (RB American)	MANHATTAN	KS	(216) 973-2072
3	TURBO RESTAURANTS	Baton Rouge	LA	972-620-2287
1	MIRACLE RESTAURANT GROUP, LLC	Slidell	LA	(985) 674-5840
1	KBP Inspired, LLC	LAUREL	MD	(913) 356-6342
1	EIFERLE/CRAWFORD	FARMINGTON HILLS	MI	810-584-7009
1	GREGORY, PAUL D	BATTLE CREEK	MI	269-660-2800
1	ZIPSER, MICHAEL F	SAULT STE. MARIE	MI	231-941-7774
3	TURBO RESTAURANTS	Greenwood	MS	972-620-2287
1	MIRACLE RESTAURANT GROUP, LLC	LAUREL	MS	(985) 674-5840
1	PILOT TRAVEL CENTERS LLC	KENLY	NC	865-806-3760
1	WOOD, ANDRE M.	MANCHESTER	NH	508-460-1100
1	Patel, Hiren	WATCHUNG	NJ	(973) 531-4430
1	AAFES	FT. DIX	NJ	(214) 312-3541
1	GLUCK, JAY	HOBBS	NM	575-622-8711
1	DRG MEATS, LLC	NORTH LAS VEGAS	NV	(707) 935-3700
1	PARIKH & PARIKH	Yonkers	NY	(732) 895-9011
1	SHALTENS, CAROL	WESTERVILLE	OH	614-579-0962
1	PARIKH & PARIKH	HANOVER	PA	(732) 895-9011
2	BRUMIT, JOE	INDIAN LAND	SC	828-274-5835
1	PILOT TRAVEL CENTERS LLC	MURFREESBORO	TN	865-806-3760
15	TURBO RESTAURANTS	San Antonio	TX	972-620-2287

Exhibit A-4
List of Restaurants that Ceased to Operate and Former Restaurant Franchisees
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone
1	WEIXLER, ROSE MARIE (descd)	PARK CITY	UT	(801) 718-2407
2	COSPER, SEAN	Highland	UT	303-596-6468
1	KBP Inspired, LLC	DULLES	VA	(913) 356-6342
1	PILOT TRAVEL CENTERS LLC	STAUNTON	VA	865-806-3760
1	BERGEY, WAYNE C. AND PAMELA R.	PULLMAN	WA	509-334-2729
1	WADE, JOHN	GLENDALE	WI	317-696-7739
78				

EXHIBIT A-5 TO THE ARBY'S FDD

LIST OF ARBY'S RESTAURANT TRANSFERS (TRANSFEROR)

Exhibit A-5
List of Restaurant Transfers
As of December 28, 2025

Count	Franchisee	City	State	Franchisee Phone
1	PEPPER, WILLIAM	MILLSBORO	DE	302-856-2555
27	KARIMI, MURAD	Spring Hill	FL	770-609-8195
1	GRUNDY CO. HERITAGE CENTER LLC	HOLLAND	IA	(319) 377-7607
10	KARIMI, MURAD	Tarboro	NC	770-609-8195
14	PARIKH & PARIKH	LANCASTER	PA	(732) 895-9011
1	MOHAMMED, MEHBOOB	NORMANGEE	TX	832-715-2998
3	KARIMI, MURAD	SOUTH HILL	VA	770-609-8195
57				

EXHIBIT B TO THE ARBY'S FDD

FINANCIAL STATEMENTS

Arby’s Franchisor, LLC and Subsidiary

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

Consolidated Financial Statements as of December 28, 2025 and December 29, 2024 and for the Years Ended December 28, 2025, December 29, 2024 and December 31, 2023 and Independent Auditors’ Report

ARBY'S FRANCHISOR, LLC AND SUBSIDIARY

TABLE OF CONTENTS

KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

The Member
Arby's Franchisor, LLC:

Opinion

We have audited the consolidated financial statements of Arby's Franchisor, LLC and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 28, 2025 and December 29, 2024, and the related consolidated statements of income and comprehensive income, member's equity, and cash flows for each of the fiscal years in the three-year period ended December 28, 2025, 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 December 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 28, 2025, in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

KPMG LLP

Atlanta, Georgia
March 19, 2026

ARBY'S FRANCHISOR, LLC AND SUBSIDIARY
CONSOLIDATED BALANCE SHEETS
(In thousands)

	December 28, 2025	December 29, 2024
ASSETS		
Current assets:		
Restricted cash and cash equivalents	$ 1,150	$ 1,150
Accounts receivable, net of allowance of $746 and $1,808, respectively	11,707	11,191
Accounts receivable from affiliates	4,462	5,950
Prepaid expenses and other current assets	2,782	441
Prepaid expenses and other current assets from affiliates	1,069	—
Total current assets	21,170	18,732
Intangible assets, net	252,392	252,827
Contract assets	18,562	—
Contract assets from affiliates	10,359	—
Other assets	224	302
Total assets	$ 302,707	$ 271,861
LIABILITIES AND MEMBER'S EQUITY		
Current liabilities:		
Accounts payable to affiliates	$ 589	$ 100
Other current liabilities	15,307	1,071
Other current liabilities from affiliates	6,096	—
Current portion of deferred revenue	340	1,191
Total current liabilities	22,332	2,362
Franchisee deposits	99	322
Deferred revenue	8,275	12,512
Deferred revenue from affiliates	1,465	2,295
Commitments and Contingencies (Note 5)		
Member's equity:		
Member's equity	270,498	254,326
Accumulated other comprehensive income	38	44
Total member's equity	270,536	254,370
Total liabilities and member's equity	$ 302,707	$ 271,861

See accompanying notes to consolidated financial statements.

ARBY'S FRANCHISOR, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF INCOME AND COMPREHENSIVE INCOME
(In thousands)

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 31, 2023
Revenues:			
Franchise fees and royalty revenues	$ 112,018	$ 115,000	$ 122,558
Franchise fees and royalty revenues from affiliates	68,542	71,869	77,557
Other revenues	5,559	4,811	4,808
Total revenues	186,119	191,680	204,923
Costs and expenses:			
Management fee to affiliate	31,347	31,334	32,614
General and administrative expenses	1,411	3,431	1,427
Amortization	435	435	435
Total costs and expenses	33,193	35,200	34,476
Operating income	152,926	156,480	170,447
Other (income) loss, net	(24)	7	(2)
Net income	152,950	156,473	170,449
Other comprehensive (loss) income:			
Foreign currency translation adjustment	(6)	16	(7)
Comprehensive income	$ 152,944	$ 156,489	$ 170,442

See accompanying notes to consolidated financial statements.

ARBY'S FRANCHISOR, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF MEMBER'S EQUITY
(In thousands)

	Member's Equity	Accumulated Other Comprehensive Income (Loss)	Total
Balance at January 1, 2023	$ 254,095	$ 35	$ 254,130
Net income	170,449	—	170,449
Distributions to Member, net	(163,297)	—	(163,297)
Foreign currency translation adjustment	—	(7)	(7)
Balance at December 31, 2023	$ 261,247	$ 28	$ 261,275
Net income	156,473	—	156,473
Distributions to Member, net	(163,394)	—	(163,394)
Foreign currency translation adjustment	—	16	16
Balance at December 29, 2024	$ 254,326	$ 44	$ 254,370
Net income	152,950	—	152,950
Distributions to Member, net	(136,778)	—	(136,778)
Foreign currency translation adjustment	—	(6)	(6)
Balance at December 28, 2025	$ 270,498	$ 38	$ 270,536

See accompanying notes to consolidated financial statements.

ARBY'S FRANCHISOR, LLC AND SUBSIDIARY
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 31, 2023
Cash flows from operating activities:			
Net income	$ 152,950	$ 156,473	$ 170,449
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	435	435	435
Loss on disposal of assets	—	6	—
(Recoveries from) provision for credit losses	(324)	1,459	368
Changes in operating assets and liabilities:			
Accounts receivable	(192)	(1,083)	(1,117)
Accounts receivable from affiliates	1,488	6,649	(6,293)
Prepaid expenses and other assets	(20,824)	893	233
Prepaid expenses and other assets from affiliates	(11,428)	—	—
Accounts payable to affiliates	489	(59)	51
Other current and noncurrent liabilities	8,088	(1,379)	(829)
Other current and noncurrent liabilities to affiliates	6,096	—	—
Net cash provided by operating activities	136,778	163,394	163,297
Cash flows from financing activities:			
Distributions to Member, net	(136,778)	(163,394)	(163,297)
Net cash used in financing activities	(136,778)	(163,394)	(163,297)
Net increase (decrease) in restricted cash and cash equivalents	—	—	—
Restricted cash and cash equivalents at beginning of year	1,150	1,150	1,150
Restricted cash and cash equivalents at end of year	$ 1,150	$ 1,150	$ 1,150

See accompanying notes to consolidated financial statements.

1. DESCRIPTION OF BUSINESS

Organization

Arby's Franchisor, LLC (together with its subsidiary, Arby's IP Holder, LLC ("IP Holder"), the "Company"), is a single member, special purpose Delaware limited liability company. The Company is a direct, wholly-owned subsidiary of Arby's Funding, LLC (the "Issuer" or "Member"), which is an indirect, wholly-owned subsidiary of Arby's Restaurant Group, Inc. ("ARG") whose ultimate parent is Inspire Brands, Inc. ("Inspire").The Company was formed on July 2, 2015 in connection with a contemplated financing (the "Securitization Transaction"), which was completed on November 13, 2015 (the "Closing Date"), primarily to serve as the franchisor of Arby's restaurants in the United States ("U.S."), Canada, Turkey and Qatar.

Business and Operations

ARG and certain of its subsidiaries have contributed to the Company all franchise agreements, all development agreements and certain intellectual property (the "Securitization IP") with respect to Arby's® restaurants franchised in the U.S., Canada, Turkey and Qatar, all accounts receivable from franchisees related to royalties and franchise fees and certain liabilities associated with franchise development agreements. All of the assets and liabilities were contributed to the Company at historical cost. The Company serves as the franchisor of Arby's restaurants in the U.S., Canada, Turkey and Qatar and owns or will own (1) new franchise agreements and all franchisee payments thereon in the U.S., Canada, Turkey and Qatar, (2) new development agreements and all franchisee payments thereon in the U.S., Canada, Turkey and Qatar, and (3) all rights to licensing fees and other fees related to the Securitization IP, subject to the terms of any licenses. The Company is managed by ARG under a management agreement (the "Management Agreement").

The activities of the Company are limited to:

- entering into contribution agreements pursuant to which the Issuer contributed to the Company the contributed franchise agreements, the contributed development agreements and the Securitization IP;
- owning the Securitization IP and other assets referred to above;
- owning the equity interests in IP Holder;
- acting as the franchisor under the applicable franchise agreements;
- licensing to ARG, for a 99-year term (i) a non-exclusive license to use and sublicense to non-securitization entities the Securitization IP in connection with owning and operating ARG's company-owned restaurants for a royalty fee equal to 5% of net sales, (ii) an exclusive license to use and sublicense the Securitization IP in connection with other products and services (as defined), for a royalty fee equal to (a) 100% of any royalties ARG receives from the sublicense of ARG's rights under a certain sublicense agreement to use and sublicense the Securitization IP in connection with certain products pursuant to contracts in existence on the Closing Date, (b) 50% of any royalties ARG receives from any sublicensee pursuant to sublicenses of ARG's rights under a sublicense agreement to use and sublicense the Securitization IP in connection with any other products and services sublicensed after the Closing Date in defined jurisdictions and (c) with regard to any other revenues received by ARG as a result of exercising its rights under a sublicense agreement, a fair market royalty, as determined by the manager, and (iii) a non-exclusive royalty-free license to sublicense the Securitization IP in connection with granting a gift card license (as defined) for use and display of certain Securitization IP in connection with a gift card program in the U.S. (as defined);
- holding the rights and obligations previously held by each applicable non-securitization entity under the applicable contributed franchise agreements and entering into the applicable new franchise agreements;
- holding the rights and obligations previously held by each applicable non-securitization entity under the applicable contributed development agreements and entering into the applicable new development agreements;
- licensing to the manager and any sub-managers (as defined within the Management Agreement) a non-exclusive, royalty-free license to use and sublicense the Securitization IP in connection with the performance of the services under the Management Agreement;
- entering into new franchisee notes and holding the rights and obligations thereunder;
- maintaining a franchisor capital account and any funds on deposit therein;

- entering into a guarantee and collateral agreement, pursuant to which the Company guarantees, together with other guarantors, notes (see Note 5) and may guaranty additional series of notes as issued from time to time under a base indenture dated November 13, 2015 (the "Indenture"), and pursuant to which it has granted to the trustee a lien on substantially all of its assets as security for the obligations of the Issuer under the Indenture and the obligations of the Company under such guarantee and collateral agreement;
- entering into the Management Agreement; and
- entering into documents related to the Securitization Transaction to which it is a party and undertaking any other activities related thereto.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements which include the Company's accounts and the accounts of its subsidiary, have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amount of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) "the year ended December 28, 2025" or "2025," (2) "the year ended December 29, 2024" or "2024" and (3) "the year ended December 31, 2023" or "2023." The years 2025, 2024, and 2023 consisted of 52 weeks.

Restricted Cash and Cash Equivalents

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 28, 2025 and December 29, 2024, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

Restricted cash primarily consists of cash held to meet certain reserve requirements in conjunction with the Securitization Transaction.

Accounts Receivable, net

The Company's receivables are primarily generated from ongoing business relationships with its franchisees as a result of franchise agreements. These receivables from franchisees are due within 30 days of the period in which the corresponding sales occur and are classified as "Accounts receivable, net" on the consolidated balance sheets. The Company monitors accounts receivable and estimates the allowance for credit losses based upon the lifetime expected loss on receivables. These estimates are based on historical collection experience as well as other factors, including those related to current market conditions and events. While the Company uses the best information available in making its determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond its control.

Intangible Assets, net

Definite-lived intangible assets are amortized on a straight-line basis using estimated useful lives of the related classes of intangible assets. Estimated useful lives are 20 years for franchise and development agreements. The trademark/trade name is not amortized as it is considered to have an indefinite useful life.

The Company reviews definite-lived intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the related asset groups may not be recoverable. The Company reviews indefinite-lived intangible assets for impairment at least annually, as of the first day of the fiscal fourth quarter, and more frequently if events or changes in circumstances indicate that the carrying amount of the indefinite-lived intangible asset may not be recoverable. If such reviews indicate an intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset. The Company uses the relief from royalty method to determine the fair value of its trademark/trade name. Significant assumptions and estimates used in determining fair value include future revenues, the royalty rate, terminal value, and a discount rate.

During the fourth quarter of fiscal years 2025, 2024 and 2023, the Company completed its impairment test for its indefinite-lived intangible asset and no impairment was indicated.

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies the performance obligations.

Franchise fees and royalty revenues

"Franchise fees and royalty revenues" and "Franchise fees and royalty revenues from affiliates" include royalties and franchise fees. Royalties from franchised and affiliate restaurants are based on a percentage of net sales of the restaurant and are recognized as earned. Initial franchise fees are recorded within "Current portion of deferred revenue", "Deferred revenue from affiliates", or "Deferred revenue" on the Company's consolidated balance sheets when received and recognized as revenue over the contractual term of the franchise agreement, once a franchised restaurant is opened. Renewal franchise fees are recognized as revenue over the contractual term of the franchise agreement once the license agreement is signed and the fee is paid. Franchise commitment fee deposits are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants.

Other revenues

"Other revenues" primarily consist of training fees generated from providing training to the franchisees' owners and employees as offered by the Company pursuant to the terms of the franchise agreement as well as license fees for Arby's brand products sold in certain retail outlets.

Income Taxes

The Company is a single-member limited liability company which has not elected to be taxed as an association, and consequently, is not subject to U.S. federal and state income taxes. Federal and state income taxes are the responsibility of ARG. Therefore, no U.S. or state income taxes, or deferred tax assets or liabilities have been recorded in the consolidated financial statements.

Fair Value Measurements

The Company's financial instruments include restricted cash and cash equivalents, accounts receivable, and accounts payable. The fair value of restricted cash and cash equivalents, accounts receivable and accounts payable approximates book value due to their short-term nature. The carrying value of indefinite-lived intangible assets are tested annually for impairment or more frequently if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs.

Valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company's market assumptions. These inputs are classified into the following hierarchy:

Level 1 Inputs: Quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs: Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 Inputs: Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.

Contributions from and Distributions to Member

Contributions from and distributions to Member principally result from transactions with the Member conducted in accordance with Inspire's centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Member on a net basis on the statements of member's equity and on a net basis as a financing activity on the statements of cash flows.

New Accounting Pronouncements

The Company reviewed all newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's consolidated financial statements when adoption is required in the future.

3. INTANGIBLE ASSETS, NET

The Company's tradename/trademark balance was $250.0 million as of December 28, 2025 and December 29, 2024.

The carrying values of the Company’s remaining intangible assets consist of the following:

	2025			2024		
(in thousands)	Gross Carrying Amount	Accumulated Amortization	Net	Gross Carrying Amount	Accumulated Amortization	Net
Franchise agreements	$ 7,400	$ (5,365)	$ 2,035	$ 7,400	$ (4,995)	$ 2,405
Development agreements	1,300	(943)	357	1,300	(878)	422
Intangible assets	$ 8,700	$ (6,308)	$ 2,392	$ 8,700	$ (5,873)	$ 2,827

(in thousands)	Total
Aggregate amortization expense:	
Actual for fiscal year:	
2023	$ 435
2024	435
2025	435
Estimate for fiscal year:	
2026	435
2027	435
2028	435
2029	435
2030	435
Thereafter	217
	$ 2,392

4. REVENUE RECOGNITION

The following table reflects the contract assets and contract liabilities related to transactions with franchisees:

(dollars in thousands)	December 28, 2025	December 29, 2024	December 31, 2023	Balance Sheet Classification
Contract Assets				
Current	$ 3,368	$ —	$ —	Prepaid expenses and other current assets; Prepaid expenses and other current assets from affiliate
Long-term	28,921	—	—	Contract assets; Contract assets from affiliates
Total	$ 32,289	$ —	$ —	
Contract Liabilities				
Current	$ 339	$ 1,026	$ 1,037	Current portion of deferred revenue
Long-term	9,741	12,620	13,299	Deferred revenue; Deferred revenue from affiliates
Total	$ 10,080	$ 13,646	$ 14,336	
Revenue recognized during the period	$ 2,173.0	$ 1,620.0	$ 1,774.0	

Contract balances represent certain consideration amounts receivable or payable under franchise agreements and are recognized as adjustments to revenues on a straight-line basis over the remaining term of the related agreement.

The following table reflects the estimated amount of contract asset and liability amortization to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

Fiscal Year *(in thousands)*	Contract Assets	Contract Liabilities
2026	$ 3,368	$ 340
2027	3,331	325
2028	3,301	317
2029	3,157	307
2030	2,971	301
Thereafter	16,162	8,491
Total	32,289	10,080

5. COMMITMENTS AND CONTINGENCIES

Securitization Notes

The Issuer and certain of its subsidiaries (the "Arby's Co-Issuers") has issued fixed rate senior secured notes and variable funding notes, collectively referred to as the "Arby's Securitization Notes".

The following table summarizes the Arby's Securitization Notes outstanding as of December 28, 2025:

(dollars in thousands)	Issuance Date	Anticipated Repayment Date[a]	Outstanding Principal
2020 Class A-2 Senior Secured Fixed Rate Notes	July 2020	July 2027	$ 781,688
2020 Class A-1 Senior Variable Funding Notes	July 2020	January 2028	—
Total			$ 781,688

(a) The legal final maturity dates of the Arby's Securitization Notes issued in 2020 are July 2050. If the Issuer has not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant the terms of the underlying securitization agreement.

The Arby's Securitization Notes were issued in a securitization transaction pursuant to which certain franchise-related agreements, intellectual property, in each case relating to the U.S., Canada, Turkey and Qatar, and real property were contributed by various subsidiaries of ARG to the Issuer, the Company and one other limited-purpose, bankruptcy remote, wholly-owned subsidiary of the Issuer, each of which acts as a guarantor through the maturity date of the Arby's Securitization Notes and has pledged substantially all of its assets to secure the obligations of the Issuer.

The 2020 Class A-1 Senior Variable Funding Notes ("2020 Variable Funding Notes") allow for the issuance of up to $300.0 million of variable funding notes and certain other credit instruments, including total letters of credit of $50.0 million, in support of various Arby's subsidiary obligations. As of December 28, 2025, the Issuer had no outstanding borrowings under the 2020 Variable Funding Notes, exclusive of $6.9 million of outstanding letters of credit. As of December 28, 2025, there was $293.1 million remaining capacity for future borrowings.

Legal Matters

The Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

6. TRANSACTIONS WITH RELATED PARTIES

A substantial portion of the Company’s revenues are generated from royalties from affiliate-owned restaurants equal to a percentage of net sales. These amounts are reflected in "Franchise fees and royalty revenues from affiliates" in the consolidated statements of income and comprehensive income and “Accounts receivable from affiliates” in the consolidated balance sheets.

In 2025, the Company introduced a twelve month program to incentivize franchisees and affiliate-owned restaurants to support various strategic initiatives. Eligible franchisees and affiliates receive certain monthly payment credits for one year upon participation in the program. The remaining amounts payable and contract assets related to the affiliate-owned restaurants in the program are reflected in "Other current liabilities from affiliates" and "Contract assets from affiliates", respectively, in the consolidated balance sheets. The amortization related to the contract asset balances is recorded as contra-revenue in "Franchise fees and royalty revenues from affiliates" in the consolidated statements of income and comprehensive income.

The Company entered into the Management Agreement with ARG to perform certain services including, among other things, collecting payments from franchisees, managing Company assets, and performing certain franchising, marketing, accounting, legal and other services on behalf of the Company. In exchange for the services described above, the Company pays a management fee equal to the sum of (a) a base annual amount of $10.4 million, plus (b) a fee of $11,250 for every integer multiple off $0.1 million of aggregate Retained Collections over the preceding four most recently ended fiscal quarters, divided by 52 or 53, depending on the number of weeks in the fiscal year. Fees are subject to 2% annual increases on the first day of the quarterly fiscal periods that commences immediately following each anniversary of the Closing Date. The management fee is included in "Management fee to affiliate" in the consolidated statements of income and comprehensive income and "Accounts payable to affiliates" in the consolidated balance sheets. As a result of this related party management agreement, results of operations of the Company may not be indicative of those that would have been achieved had the Company operated on a stand-alone basis.

7. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through March 19, 2026, the date the consolidated financial statements were available to be issued, and there are no items to disclose or that require adjustment.

Arby’s Restaurant Group, Inc. and Subsidiaries

(An Indirect Wholly-Owned Subsidiary of Inspire Brands, Inc.)

Consolidated Financial Statements as of December 28, 2025 and December 29, 2024 and for the Years Ended December 28, 2025, December 29, 2024 and December 31, 2023 and Independent Auditors’ Report

ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES

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KPMG LLP
Suite 2000
303 Peachtree Street, N.E.
Atlanta, GA 30308-3210

Independent Auditors' Report

The Board of Directors and Stockholder
Arby's Restaurant Group, Inc.:

Opinion

We have audited the consolidated financial statements of Arby's Restaurant Group, Inc. and its subsidiaries (the Company), which comprise the consolidated balance sheets as of December 28, 2025 and December 29, 2024, and the related consolidated statements of income, comprehensive income, stockholder's deficit, and cash flows for each of the fiscal years in the three-year period ended December 28, 2025, 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 December 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 28, 2025 in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

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

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

Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

KPMG LLP

Atlanta, Georgia
March 19, 2026

ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)

	December 28, 2025	December 29, 2024
ASSETS		
Current assets:		
Cash and cash equivalents	$ 45,226	$ 54,850
Restricted cash and cash equivalents	18,185	17,107
Accounts and notes receivable, net	48,398	42,453
Prepaid expenses and other current assets	72,234	31,073
Total current assets	184,043	145,483
Property and equipment, net	372,184	483,725
Goodwill	18,925	18,925
Intangible assets, net	265,828	286,264
Operating lease assets, net	435,754	454,529
Other assets	31,370	16,331
Total assets	$ 1,308,104	$ 1,405,257
LIABILITIES AND STOCKHOLDER'S DEFICIT		
Current liabilities:		
Accounts payable	$ 30,922	$ 25,025
Other current liabilities	103,923	110,617
Current portion of long-term debt	19,660	22,102
Current portion of operating lease liabilities	63,447	63,685
Total current liabilities	217,952	221,429
Long-term debt, net	859,832	884,680
Long-term operating lease liabilities	420,009	442,893
Deferred tax liabilities, net	55,793	57,497
Other liabilities	22,437	26,050
Commitments and contingencies (Note 10)		
Stockholder's deficit:		
Common stock, $1.00 par value; 1,000 shares authorized,		
issued and outstanding as of December 28, 2025 and December 29, 2024	1	1
Additional paid-in capital	83,617	83,617
Note receivable from Parent	(380,000)	(380,000)
Retained earnings	26,512	65,487
Accumulated other comprehensive income	1,951	1,978
Total Arby's Restaurant Group, Inc. stockholder's deficit	(267,919)	(228,917)
Noncontrolling interests	—	1,625
Total stockholder's deficit	(267,919)	(227,292)
Total liabilities and stockholder's deficit	$ 1,308,104	$ 1,405,257

See accompanying notes to consolidated financial statements.

ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF INCOME
(In thousands)

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 31, 2023
Revenues:			
Company-owned restaurant sales	$ 1,382,160	$ 1,433,219	$ 1,546,172
Franchise fees and royalty revenues	112,365	115,151	122,826
Franchise contributions for advertising	133,136	116,647	123,942
Other revenues	26,011	25,018	23,420
Total revenues	1,653,672	1,690,035	1,816,360
Costs and expenses:			
Company-owned restaurant expenses, excluding depreciation and amortization	1,160,855	1,202,503	1,252,948
Franchise advertising expenses	132,720	125,250	137,698
Occupancy expenses - franchise restaurants	11,070	9,041	8,639
Selling, general and administrative expenses	34,105	41,338	42,745
Management fee to affiliate	122,764	66,447	65,291
Depreciation and amortization	80,457	81,498	81,522
Impairment charges	9,009	3,188	9,066
Total costs and expenses	1,550,980	1,529,265	1,597,909
Other operating (loss) income, net	(7,765)	(2,366)	2,724
Operating income	94,927	158,404	221,175
Interest expense, net	40,773	43,373	47,609
Other income, net	(8,423)	(7,816)	(8,866)
Income before income taxes	62,577	122,847	182,432
Income tax expense	10,554	31,574	35,762
Net income	52,023	91,273	146,670
Net loss attributable to noncontrolling interests	—	(1,097)	(1,185)
Net income attributable to Arby's Restaurant Group, Inc. and Subsidiaries	$ 52,023	$ 92,370	$ 147,855

ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 31, 2023
Net income	$ 52,023	$ 91,273	$ 146,670
Other comprehensive income (loss):			
Foreign currency translation adjustment	(27)	(7)	24
Comprehensive income	51,996	91,266	146,694
Comprehensive loss attributable to noncontrolling interests	—	(1,097)	(1,185)
Comprehensive income attributable to Arby's Restaurant Group, Inc. and Subsidiaries	$ 51,996	$ 92,363	$ 147,879

See accompanying notes to consolidated financial statements.

ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S DEFICIT
(In thousands, except share data)

	Common Stock								
	Shares	Amount	Additional Paid-in Capital	Note Receivable from Parent	Retained Earnings	Accumulated Other Comprehensive Income	Total Arby's Restaurant Group, Inc. Stockholder's Deficit	Noncontrolling Interests	Total Stockholder's Deficit
Balance at January 1, 2023	1,000	$ 1	$ 88,781	$ (380,000)	$ 37,102	$ 1,961	$ (252,155)	$ 3,909	$ (248,246)
Net income (loss)	—	—	—	—	147,855	—	147,855	(1,185)	146,670
Other comprehensive income	—	—	—	—	—	24	24	—	24
Distributions to Parent, net	—	—	(5,164)	—	(184,897)	—	(190,061)	—	(190,061)
Other	—	—	—	—	(60)	—	(60)	(2)	(62)
Balance at December 31, 2023	1,000	$ 1	$ 83,617	$ (380,000)	$ —	$ 1,985	$ (294,397)	$ 2,722	$ (291,675)
Net income (loss)	—	—	—	—	92,370	—	92,370	(1,097)	91,273
Other comprehensive loss	—	—	—	—	—	(7)	(7)	—	(7)
Distributions to Parent, net	—	—	—	—	(26,883)	—	(26,883)	—	(26,883)
Balance at December 29, 2024	1,000	$ 1	$ 83,617	$ (380,000)	$ 65,487	$ 1,978	$ (228,917)	$ 1,625	$ (227,292)
Net income	—	—	—	—	52,023	—	52,023	—	52,023
Other comprehensive loss	—	—	—	—	—	(27)	(27)	—	(27)
Distributions to Parent, net	—	—	—	—	(90,998)	—	(90,998)	—	(90,998)
Other	—	—	—	—	—	—	—	(1,625)	(1,625)
Balance at December 28, 2025	1,000	$ 1	$ 83,617	$ (380,000)	$ 26,512	$ 1,951	$ (267,919)	$ —	$ (267,919)

See accompanying notes to consolidated financial statements.

ARBY'S RESTAURANT GROUP, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Year Ended December 28, 2025	Year Ended December 29, 2024	Year Ended December 31, 2023
Cash flows from operating activities:			
Net income	$ 52,023	$ 91,273	$ 146,670
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	80,457	81,498	81,522
Amortization of debt issuance costs	2,727	2,677	2,548
Loss (gain) on disposal of assets	5,931	883	(3,784)
Impairment charges	9,009	3,188	9,066
Provision for credit losses	91	3,313	542
Deferred income taxes	(1,245)	2,754	(2,352)
Changes in operating assets and liabilities, net of dispositions:			
Accounts and notes receivable	(6,036)	(622)	(4,388)
Prepaid expenses and other assets	(19,821)	18,357	6,916
Operating lease assets and liabilities	(9,790)	(14,368)	(3,756)
Accounts payable	5,891	562	(16,517)
Other current and noncurrent liabilities	(5,910)	(43,801)	21,395
Other, net	(5,639)	610	4,383
Net cash provided by operating activities	107,688	146,324	242,245
Cash flows from investing activities:			
Capital expenditures	(60,993)	(92,981)	(79,700)
Proceeds from disposition of assets	58,524	(57)	4,941
Proceeds from note receivable from affiliate	—	—	118,975
Net cash provided by (used in) investing activities	(2,469)	(93,038)	44,216
Cash flows from financing activities:			
Debt repayments	(22,767)	(23,485)	(144,689)
Debt issuance costs	—	—	(3,005)
Distributions to Parent, net	(90,998)	(26,883)	(190,061)
Net cash used in financing activities	(113,765)	(50,368)	(337,755)
Net increase (decrease) in cash, cash equivalents and restricted cash	(8,546)	2,918	(51,294)
Cash, cash equivalents and restricted cash at beginning of period	71,957	69,039	120,333
Cash, cash equivalents and restricted cash at end of period	$ 63,411	$ 71,957	$ 69,039
Supplemental disclosures of cash flow information:			
Cash paid during the year for interest	$ 27,165	$ 27,562	$ 29,118

See accompanying notes to consolidated financial statements.

1. DESCRIPTION OF BUSINESS

Arby's Restaurant Group, Inc. (collectively, with its subsidiaries, "Arby's," or the "Company") is a wholly owned subsidiary of IRB Holding Corp. ("IRB" or "Parent") whose ultimate parent is Inspire Brands, Inc. ("Inspire"). The Company operates within the quick service restaurant category and features a variety of specialty sandwiches and beverages.

As of December 28, 2025 and December 29, 2024, the Company had the following franchised and Company-owned restaurants:

Unit Count	2025	2024
Franchised	2,587	2,517
Company-owned	921	1,079
Total System	3,508	3,596

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principles of Consolidation

The accompanying consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). All intercompany balances and transactions have been eliminated in consolidation.

The consolidated financial statements include the Company's accounts and the accounts of entities in which the Company has a controlling financial interest, the usual condition of which is ownership of a majority voting interest. The Company also considers for consolidation entities in which it has certain interests, where the controlling financial interest may be achieved through arrangements that do not involve voting interests. Such an entity, known as a variable interest entity ("VIE"), is required to be consolidated by its primary beneficiary. The Company has determined that AFA Service Corporation ("AFA"), which is organized for the purposes of marketing and advertising the Arby's brand, is a VIE. The Company holds a variable interest in AFA and is the primary beneficiary, as it is the entity that possesses the power to direct the activities of the VIE that most significantly impact its economic performance and has the obligation to absorb losses or the right to receive benefits from the VIE that are significant. Because the Company is the primary beneficiary, it consolidates AFA in its consolidated financial statements.

Use of Estimates in the Preparation of the Consolidated Financial Statements

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amount of revenues and expenses during the reporting periods. Actual results could differ from those estimates.

Fiscal Year

The Company's fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31 and are referred to herein as (1) "the year ended December 28, 2025" or "2025," (2) "the year ended December 29, 2024" or "2024" and (3) "the year ended December 31, 2023" or "2023." The years 2025, 2024, and 2023 consisted of 52 weeks.

Cash, Cash Equivalents, and Restricted Cash

The Company continually monitors its positions with, and the credit quality of, the financial institutions in which it maintains its deposits and investments. As of December 28, 2025 and December 29, 2024, the Company maintained balances in various cash accounts in excess of federally insured limits. All highly liquid investments with a maturity of three months or less when acquired are considered cash equivalents.

The Company believes that its vulnerability to risk concentrations in its cash equivalents is mitigated by its policies restricting the eligibility, credit quality and concentration limits for its placements in cash equivalents.

The Company holds restricted cash which primarily represents interest, principal, and commitment fee reserves related to the Company’s notes. In accordance with the Company’s securitized financing facilities, certain cash balances are required to be held for the benefit of the noteholders and are restricted in their use.

Accounts and Notes Receivable, net

The Company’s receivables are primarily generated from ongoing business relationships with its franchisees as a result of franchise agreements, including contributions due to advertising funds it consolidates. These receivables from franchisees are due within 30 days of the period in which the corresponding sales occur and are classified as "Accounts and notes receivable, net" on the consolidated balance sheets. Credit card receivables for sales to customers in Company-owned restaurants are also included. The Company monitors accounts and notes receivable and estimates the allowance for credit losses based upon the lifetime expected loss on receivables. These estimates are based on historical collection experience as well as other factors, including those related to current market conditions and events. While the Company uses the best information available in making its determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond its control.

Property and Equipment, net

Property and equipment are stated at cost, including internal costs of employees to the extent such employees are dedicated to specific restaurant construction projects, less accumulated depreciation and amortization. Depreciation of property and equipment is computed on the straight-line basis using estimated useful lives of the related major classes of property and equipment. Estimated useful lives are 3 to 15 years for office and restaurant equipment, 3 to 5 years for transportation equipment, 7 to 40 years for buildings and 7 to 25 years for site improvements. Finance lease assets and leasehold improvements are amortized and depreciated over the shorter of the estimated useful lives or the terms of the respective leases including periods covered by renewal options that the Company is reasonably assured of exercising.

Goodwill

Goodwill represents the excess of the purchase price over the fair value of assets acquired and liabilities assumed. The Company tests goodwill by reporting unit for impairment annually, as of the first day of the fiscal fourth quarter, or more frequently if events or changes in circumstances indicate that it may be impaired.

The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, the Company performs a quantitative impairment test of goodwill. The Company estimates the fair value of the reporting unit using an income approach through a discounted cash flow analysis using unobservable inputs (Level 3) and relevant data from the guideline transaction approach and guideline public companies market approach (Level 3). Significant assumptions and estimates used in determining fair value include future revenues and cash flows, terminal values, discount rates that approximate the reporting units' weighted average cost of capital and a selection of multiples for comparable publicly traded companies as guidelines for determining fair value under the market approach.

During the fourth quarter of the years 2025, 2024 and 2023, the Company completed its impairment test for goodwill and no impairment was indicated.

Indefinite-lived Intangibles and Other Definite-lived Assets

Indefinite-lived Intangibles

The Company reviews indefinite-lived intangible assets for impairment at least annually as of the first day of the fourth quarter and more frequently if events or changes in circumstances indicate that the carrying amount of the indefinite-lived intangible asset may not be recoverable. The Company first assesses qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount. If the qualitative factors indicate that it is more likely than not that the fair value of an indefinite-lived intangible asset is less than its carrying amount, the Company performs a quantitative impairment test. If such reviews indicate the intangible asset may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value of the intangible asset. The Company uses the relief from royalty method to determine the fair value of its trademark/trade name. Significant assumptions and estimates used in determining fair value include future revenues, the royalty rate, terminal value, and a discount rate.

During the fourth quarter of the years 2025, 2024 and 2023, the Company completed its impairment test for its indefinite-lived intangible asset and no impairment was indicated.

Definite-lived Assets

Definite-lived intangible assets are amortized on a straight-line basis using estimated useful lives of the related classes of intangible assets.

The Company reviews definite-lived assets, including operating lease assets, property and equipment, and intangible assets subject to amortization for impairment, whenever events or changes in circumstances indicate that the carrying amount of an asset group may not be recoverable. The asset groups are not recoverable if their carrying value exceeds the undiscounted cash flows the Company expects to generate from such asset groups. If the asset groups are not deemed to be recoverable, impairment is measured based on the excess of their carrying value over their fair value.

For the purposes of impairment testing for Company-owned restaurants, the Company reviews definite-lived assets of such individual restaurants (primarily property and equipment and operating lease assets) that it intends to continue operating for impairment whenever events or changes in circumstances indicate that the carrying amount of a restaurant may not be recoverable. The Company evaluates the recoverability of these restaurant assets by comparing the estimated undiscounted future cash flows over the remaining useful life of the primary asset, which are based on the Company's restaurant-specific assumptions, to the carrying value of such assets. For restaurant assets that may not be recoverable, an impairment loss is recognized for the excess of the carrying amount over the fair value. The Company uses unobservable inputs (Level 3) to determine the fair value of its asset groups. Fair value is an estimate of the price a market participant would pay for the restaurant and its related assets, including any operating lease assets, and is determined by discounting the estimated future cash flows of the restaurant, which include a deduction for royalties the Company would receive under a franchise agreement with terms substantially at market. The cash flows incorporate reasonable assumptions that the Company believes a franchisee would make such as sales growth and margin improvement. The discount rate used in the fair value calculation is an estimate of the required rate of return that a franchisee would expect to receive when purchasing a similar restaurant and the related definite-lived assets. The discount rate incorporates rates of return for historical refranchising market transactions and is commensurate with the risks and uncertainty inherent in the forecasted cash flows.

Management judgment is necessary to estimate future cash flows, including cash flows from continuing use, terminal value, sublease income and refranchising proceeds. Accordingly, actual results could vary significantly from the Company's estimates.

For the years ended December 28, 2025, December 29, 2024 and December 31, 2023, the Company recorded impairment charges of operating lease assets and other definite-lived assets for its Company-owned restaurants. The impairment charges were recorded within "Impairment charges" on the Company’s consolidated statements of income.

Debt Issuance Costs

Debt issuance costs are presented in the consolidated balance sheets as a direct deduction from the carrying amount of the related "Long-term debt, net" or as an asset in "Other assets" related to line-of-credit arrangements and are amortized as interest expense over the term of the related debt using the effective interest method.

Income Taxes

The Company is included in the consolidated U.S. federal and certain state income tax returns of Inspire. The Company has prepared its income tax provision under the pro rata method by recording the Company's relative contribution to the Inspire consolidated income tax provision. The Company is a party to a formal tax sharing agreement between Inspire and certain of its subsidiaries (the "Tax Sharing Agreement"). The Company makes tax payments directly to certain state governmental jurisdictions for itself and on behalf of its subsidiaries. Differences between the Company’s income tax provision and income taxes pursuant to the terms of the Company’s Tax Sharing Agreement have been recognized as contributions from and distributions to Parent. Current amounts due to or from IRB or affiliates are included in "Other current liabilities" or "Prepaid expenses and other current assets", respectively.

The Company records income tax liabilities based on known obligations and estimates of potential obligations. A deferred tax asset or liability is recognized whenever there are (i) future tax effects from temporary differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases or (ii) operating loss and tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to the years in which those differences are expected to be recovered or settled. Deferred tax assets related to U.S. federal and state attributes are measured based on the Company’s relative contribution to the Inspire consolidated deferred tax assets in accordance with the Tax Sharing Agreement. When considered necessary, the Company records a valuation allowance to reduce the carrying amount of deferred tax assets if it is more likely than not that all or a portion of the assets will not be realized on the Inspire consolidated federal tax return.

The Company applies a recognition threshold and measurement attribute for consolidated financial statement recognition and measurement of potential tax benefits associated with tax positions taken or expected to be taken in the Company’s income tax returns ("Uncertain Tax Positions"). The Company uses a two-step process when evaluating tax positions. The Company first determines if it is more likely than not that a tax position will be sustained upon examination, including resolution of any related appeals or litigation processes, based on the technical merits of the position. A tax position that meets the more likely than not recognition threshold is then measured for purposes of consolidated financial statement recognition as the largest amount of benefit that is greater than 50% likely of being realized once the position is considered effectively settled.

Interest and penalties accrued for Uncertain Tax Positions are charged to "Income tax expense."

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies the performance obligations.

Company-owned restaurant sales

"Company-owned restaurant sales" include revenues recognized when the performance obligation is satisfied, which occurs upon delivery of food to the customer. "Company-owned restaurant sales" exclude sales taxes collected from the Company’s customers.

Franchise fees and royalty revenues

"Franchise fees and royalty revenues" include franchise fees and royalties.The rights and obligations governing franchised restaurants are set forth in the franchise agreement. The franchise agreement provides for a 10 to 20-year initial term subject to certain conditions. Prior to the end of the franchise term or as otherwise provided by the Company, a franchisee may elect to renew the term of a franchise agreement, depending on contract terms if certain conditions are met.

Royalties from franchised restaurants are based on a percentage of restaurant sales of the franchised restaurant and are recognized as earned. Royalties are due within the month after which the revenue was generated through sales of the franchised restaurant. Initial franchise fees are recorded within "Other current liabilities" and "Other liabilities" on the Company's consolidated balance sheets when received and recognized as revenue over the contractual term of the franchise agreement, once a franchised restaurant is opened. Renewal franchise fees are recognized as revenue over the contractual term of the franchise agreement once the license agreement is signed and the fee is paid. Franchise commitment fee deposits are forfeited and recognized as revenue upon the termination of the related commitments to open new franchised restaurants.

Franchise contributions for advertising

"Franchise contributions for advertising" primarily include contributions to advertising funds by franchisees that the Company's subsidiaries manage in the United States and certain foreign markets. The Company acts as a principal in the transactions entered into by the advertising funds and therefore consolidates based on the nature of the goods or services provided and/or the Company's commitment to pay for advertising services in advance of the related franchisee contributions. Additionally, the advertising services provided to franchisees are highly interrelated with the franchise right and therefore not distinct. Franchisees remit to these consolidated advertising funds a percentage of restaurant sales as consideration for providing the advertising services. Contributions to advertising funds are due within the month after which the revenue was generated through sales of the franchised restaurant. Revenue related to these contributions is based on a percentage of restaurant sales and is recognized as earned.

Other revenues

"Other revenues" primarily includes rental income from owned real estate the Company leases to third parties as well as sites leased and subleased. Noncancellable lease terms are initially between 10 and 20 years and, in most cases, provide for rent escalations and renewal options.

Rental income from real estate the Company owns and leases is recognized on a straight-line basis over the respective operating lease terms. Rental income for base rentals is recorded on a straight-line basis over the lease term. The differences between the straight-line rent amounts and amounts receivable under lease contracts are recorded as deferred rent assets in current or noncurrent assets, as appropriate. Variable lease receipts are recognized as earned, and any amounts received from lessees in advance of achieving stipulated thresholds are deferred until such thresholds are actually achieved. Deferred variable lease receipts are recorded as deferred revenue in "Other current liabilities" in the consolidated balance sheets.

Advertising Costs

Production costs of commercials are expensed in the fiscal period the advertising is first aired while the costs of programming and other advertising, promotion and marketing programs are expensed as incurred. Company-owned restaurants, consistent with franchisees, are required to make contributions to advertising funds. Contributions are based on a percentage of sales of Company-owned restaurants. These costs as well as direct marketing costs the Company may incur outside of the advertising funds related to Company-owned restaurants are recorded within "Company-owned restaurant expenses, excluding depreciation and amortization." The Company-owned advertising expenses for the years ended December 28, 2025, December 29, 2024 and December 31, 2023 were $80.2 million, $78.4 million and $83.7 million, respectively.

At the end of each fiscal year, additional accruals for advertising costs are recorded to the extent that an advertising fund has a surplus balance, as the Company is obligated to expend such amounts on advertising. Additional advertising costs resulting from the Company's obligation to spend surplus advertising fund contributions are recorded as "Franchise advertising expenses."

Leases

The Company evaluates the contracts it enters into 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 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 or sublessor, based on their terms.

Management makes certain estimates and assumptions regarding each new lease and sublease agreement, renewal and amendment, including, but not limited to, property values, market rents, property lives, discount rates and probable term, all of which can impact the classification of and accounting for the Company's leases. The amount of depreciation and amortization, interest and rent expense and income reported would vary if different estimates and assumptions were used.

The Company has lease agreements with lease and non-lease components. The Company elected the practical expedient to not separate non-lease components from lease components for all classes of underlying assets.

Operating Leases

Operating lease assets and liabilities are recognized upon lease commencement. The Company recognizes operating lease liabilities equal to the future unpaid lease payments for non-cancelable operating leases having an initial lease term in excess of one year, discounted by Inspire’s incremental borrowing rate ("IBR"). Inspire's IBR is used because the rates implicit in most of the Company's leases are not readily determinable. The IBR selected is based on Inspire's credit rating and respective lease term.

Minimum lease payments or receipts, including minimum scheduled rent increases, are recognized as rent expense where the Company is a lessee, or income where the Company is a lessor, as applicable, on a straight-line basis over the applicable lease terms. There is a period under certain lease agreements referred to as a rent holiday that begins on the possession date and ends on the rent commencement date. During a rent holiday, no cash rent payments are typically due under the terms of the lease; however, expense is recorded for that period on a straight-line basis. Certain leases contain provisions, referred to as contingent rent, which require additional rental payments based upon restaurant sales volume. Contingent rent is recognized each period as the liability is incurred or the asset is earned.

Lease cost for operating leases is recognized on a straight-line basis and includes the amortization of the right of use ("ROU") asset and interest expense related to the operating lease liability. Variable lease cost for operating leases includes contingent rent. Leases with an initial term of 12 months or less are not recorded in the consolidated balance sheets and are recognized on a straight-line basis over the lease term in the Company's consolidated statements of income. Lease costs are recorded in the consolidated statements of income based on the nature of the underlying lease as follows: (1) rental expense related to leases for Company-operated restaurants is recorded to "Company-owned restaurant expenses, excluding depreciation and amortization," (2) rental expense for leased properties that are subsequently subleased to franchisees is recorded to "Occupancy expenses - franchise restaurants" and (3) rental expenses related to leases for corporate offices and equipment is recorded to "Selling, general and administrative expenses."

Finance Leases

Amounts of finance leases are recognized based on the present value of unpaid lease payments over the lease term, discounted by Inspire's IBR. Lease cost for finance leases includes the amortization of the finance lease asset, which is amortized on a straight-line basis and recorded to "Depreciation and amortization," and interest expense on the finance lease liability, which is calculated using the effective interest method and recorded to "Interest expense, net." Finance lease assets are amortized over the shorter of their estimated useful lives or the terms of the respective leases, including periods covered by renewal options that the Company is reasonably assured of exercising.

Fair Value Measurements

The Company’s financial instruments include cash, cash equivalents, restricted cash, accounts receivable, accounts payable and long-term debt. The fair value of cash, cash equivalents, restricted cash, accounts receivable and accounts payable approximates book value due to their short-term nature. The carrying values of goodwill and indefinite-lived intangible assets are tested annually for impairment or more frequently if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs (Level 3) if a quantitative impairment testing approach is taken. Asset groups containing other definite-lived assets are tested for impairment if an event occurs that indicates an impairment may have been incurred, using fair value measurements with unobservable inputs. The Company has not changed the valuation techniques used in measuring the fair value of any financial assets or liabilities during 2025.

For certain of the Company’s assets and liabilities, valuation techniques under the accounting guidance related to fair value measurements are based on observable and unobservable inputs. Observable inputs reflect readily obtainable data from independent sources, while unobservable inputs reflect the Company’s market assumptions. These inputs are classified into the following hierarchy:

Level 1 Inputs: Quoted prices for identical assets or liabilities in active markets.

Level 2 Inputs: Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; and model-derived valuations whose inputs are observable or whose significant value drivers are observable.

Level 3 Inputs: Pricing inputs are unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the assets or liabilities. The inputs into the determination of fair value require significant management judgment or estimation.

Contributions from and Distributions to Parent

Contributions from and distributions to Parent principally result from transactions with the Parent conducted in accordance with Inspire’s centralized cash management policy. Such amounts are not expected to be repaid. The Company presents contributions from and distributions to Parent on a net basis on the consolidated statements of stockholder's deficit. The net distributions in a year are first recorded to "Retained earnings", if any, until the cumulative retained earnings balance is reduced to zero. Any remaining distributions in a year are then recorded to "Additional paid-in capital," if any, until the cumulative "Additional paid-in capital" balance is reduced to zero and are then subsequently recorded to “Accumulated deficit.” The net contributions in a year are recorded to "Additional paid-in capital." The Company presents contributions from and distributions to Parent on a net basis as a financing activity on the consolidated statements of cash flows.

Out-of-Period Adjustments

The Company recorded an after-tax adjustment of $5.6 million in its consolidated statement of income for the year ended December 31, 2023 reflecting the impact of a prior period error identified and corrected during 2023. The prior period error was primarily associated with a disposal of assets in 2021 that resulted in a gain in "Other operating (loss) income, net".

Based on an analysis of qualitative and quantitative factors, the Company concluded that the cumulative impact of this error was not material to any of the Company's previously issued consolidated financial statements.

Reclassifications

Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported results of operations.

Recently Adopted Accounting Pronouncements

Income Taxes (ASU 2023-09)

In December 2023, the FASB issued ASU 2023-09, *"Income Taxes (Topic 740): Improvements to Income Tax Disclosures"* ("ASU 2023-09") which requires additional disclosures in the rate reconciliation about specific categories of reconciling items and any individual jurisdictions that result in a significant difference between the statutory tax rate and the effective tax rate. ASU 2023-09 also requires entities to disclose annual income taxes paid (net of refunds received) disaggregated by federal, state and foreign taxes and in some cases to disaggregate the information by jurisdiction based on a quantitative threshold. The Company adopted ASU 2023-09 during the year ended December 28, 2025 on a retrospective basis. The updated disclosures are reflected in Note 9.

The Company reviewed all other newly issued accounting pronouncements and concluded that they either are not applicable to the Company's operations or that no material effect is expected on the Company's consolidated financial statements when adoption is required in the future.

3. SUPPLEMENTAL BALANCE SHEET INFORMATION

Accounts and notes receivable, net consist of the following:

(in thousands)	2025	2024
Credit cards	$ 5,125	$ 8,719
Advertising contributions	19,318	11,210
Royalties and fees	8,235	10,446
Other[(a)]	19,875	16,102
Accounts and notes receivable, gross	52,553	46,477
Allowance for credit losses	(4,155)	(4,024)
Accounts and notes receivable, net	$ 48,398	$ 42,453

(a) Includes rent, gift cards and other receivables.

Prepaid expenses and other current assets consist of the following:

(in thousands)	2025	2024
Inventories	$ 12,120	$ 14,240
Prepaid expenses	19,068	14,232
Assets held for sale [(a)]	37,716	1,568
Other current assets	3,330	1,033
Total	$ 72,234	$ 31,073

(a) Assets classified as held for sale as of December 28, 2025 are primarily "Operating lease assets, net" and "Property and equipment, net" and are expected to be disposed of within one year.

Property and equipment, net consist of the following:

(in thousands)	2025	2024
Owned:		
Land	$ 62,924	$ 63,180
Buildings	90,251	89,468
Restaurant and other equipment	301,276	383,088
Leasehold improvements	315,896	402,427
Construction in progress	5,490	14,342
Leased:		
Finance lease assets	146,879	154,581
Property and equipment, gross	922,716	1,107,086
Accumulated depreciation and amortization[(a)]	(550,532)	(623,361)
Property and equipment, net	$ 372,184	$ 483,725

(a) Includes $85.6 million and $82.1 million of accumulated amortization related to finance lease assets as of December 28, 2025 and December 29, 2024, respectively. Depreciation expense was $76.2 million, $76.7 million and $76.5 million in 2025, 2024 and 2023, respectively.

Other current liabilities consist of the following:

(in thousands)	2025	2024
Gift card liability	$ 15,104	$ 15,046
Accrued payroll and incentive compensation	10,380	15,285
Accrued income taxes - due to affiliate	15,657	31,548
Other accrued taxes	10,950	11,882
Advertising funds	18,455	13,188
Other[a]	33,377	23,668
Total	$ 103,923	$ 110,617

(a) Includes accrued interest, deferred revenue, accrued marketing, incentives payable to franchisees and other accrued liabilities.

4. INTANGIBLE ASSETS, NET

The Company's trademark/trade name balance was $250.0 million as of December 28, 2025 and December 29, 2024.

The carrying values of the Company's remaining intangible assets consist of the following:

		2025		
(dollars in thousands)	Estimated useful life	Gross Carrying Amount	Accumulated Amortization	Net
Reacquired franchise rights	(a)	$ 26,180	$ (14,362)	$ 11,818
Computer software	1 - 7 years	3,520	(1,903)	1,617
Franchise agreements	20 years	7,400	(5,365)	2,035
Other	20 years	1,300	(942)	358
Intangible assets		$ 38,400	$ (22,572)	$ 15,828

		2024		
(dollars in thousands)	Estimated useful life	Gross Carrying Amount	Accumulated Amortization	Net
Reacquired franchise rights	(a)	$ 55,769	$ (25,122)	$ 30,647
Computer software	1 - 7 years	4,442	(1,652)	2,790
Franchise agreements	20 years	7,400	(4,995)	2,405
Other	20 years	1,300	(878)	422
Intangible assets		$ 68,911	$ (32,647)	$ 36,264

(a) Estimated useful lives are based on the remaining license terms on acquired agreements at the time of acquisition.

(in thousands)		Total
Aggregate amortization expense:		
Actual for fiscal year:		
2023	$	5,007
2024		4,796
2025		4,293
Estimate for fiscal year:		
2026		2,621
2027		2,456
2028		2,087
2029		1,731
2030		1,543
Thereafter		5,390
	$	15,828

5. LONG-TERM DEBT, NET

Outstanding debt consists of the following:

(in thousands)		2025		2024
Arby's Securitization Notes[a]	$	781,688	$	789,938
Finance lease obligations		100,980		121,955
Debt issuance costs, net		(3,176)		(5,111)
Total debt, net, including current portion		879,492		906,782
Less amounts payable within one year		(19,660)		(22,102)
Long-term debt, net	$	859,832	$	884,680

(a) The fair value of the Arby's Securitization Notes was $757.8 million and $750.4 million as of December 28, 2025 and December 29, 2024, respectively. They are classified within Level 2, as defined under GAAP. The fair values were estimated using inputs based on bid and offer prices.

Securitization Notes

Arby's Funding, LLC (the "Issuer"), which is a limited purpose, bankruptcy-remote, indirect wholly-owned subsidiary of the Company, through a series of securitization transactions has issued fixed rate senior secured notes and variable funding notes, collectively referred to as the "Arby's Securitization Notes."

The following table summarizes the Arby's Securitization Notes outstanding as of December 28, 2025:

					Interest Rate	
(dollars in thousands)	Issuance Date	Anticipated Repayment Date[a]		Outstanding Principal	Stated	Effective[c]
2020 Class A-2 Senior Secured Fixed Rate Notes	July 2020	July 2027	$	781,688	3.24%	3.50%
2020 Class A-1 Senior Variable Funding Notes	July 2020	January 2028		—	(b)	7.04%
Total			$	781,688		

(a) The legal final maturity dates of the Arby's Securitization Notes issued in 2020 are July 2050. If the Issuer has not repaid or refinanced the notes prior to the anticipated repayment date, additional interest will accrue pursuant the terms of the underlying securitization agreement.

(b) The 2020 Class A-1 Senior Variable Funding Notes ("2020 Variable Funding Notes") have an anticipated repayment date of January 2028. The 2020 Variable Funding Notes bear interest at per annum rates equal to a funding cost or index plus 3.00%. The 2020 Variable Funding Notes are subject to certain commitment fees of 0.50% based on utilization.

(c) Includes the effects of the amortization of any debt issuance costs recorded as "Interest expense, net."

The Arby's Securitization Notes were issued in securitization transactions pursuant to which certain franchise-related agreements, intellectual property, in each case relating to the U.S., Canada, Turkey and Qatar, and real property were contributed by various subsidiaries of ARG to the Issuer, and two limited-purpose, bankruptcy remote, wholly-owned subsidiary of the Issuer, each of which acts as a guarantor of the Arby's Securitization Notes and has pledged substantially all of its assets to secure the obligations of the Issuer.

Interest on the Arby's Securitization Notes is payable on a quarterly basis.

The 2020 Variable Funding Notes allow for the issuance of up to $300.0 million of variable funding notes and certain other credit instruments, including total letters of credit of $50.0 million, in support of various Arby's subsidiary obligations. As of December 28, 2025, the Company had no outstanding borrowings under the 2020 Variable Funding Notes, exclusive of $6.9 million of outstanding letters of credit. As of December 28, 2025, there was approximately $293.1 million remaining capacity for future borrowings.

The Arby's Securitization Notes are subject to a series of covenants and restrictions customary for transactions of this type. If certain covenants or restrictions are not met, the Arby's Securitization Notes are subject to customary accelerated repayment events and events of default. Although the Company does not anticipate an event of default or any other event of noncompliance with the provisions of the debt, if such event occurred, the unpaid amounts outstanding could become immediately due and payable. As of December 28, 2025, the Company was in compliance with all debt covenant requirements.

Aggregate annual maturities of long-term debt (computed based on the anticipated repayment dates, where applicable, and excluding the effects of finance lease obligations, other, and debt issuance costs, net) as of December 28, 2025 were as follows:

Fiscal Year ***(dollars in thousands)***	**Total**
2026	$ 8,250
2027	773,438
2028	—
2029	—
2030	—
Thereafter	—
	$ 781,688

6. LEASES

The Company has leased and subleased various restaurants and other property, including land and buildings, as well as leases for office equipment and automobiles. In addition, the Company has leased and subleased land and buildings to others.

Included in the Company's consolidated balance sheets were the following amounts related to operating and finance lease assets and lease liabilities:

(dollars in thousands)

Leases	Classification	2025	2024
Assets			
Operating lease assets	Operating lease assets, net	$ 435,754	$ 454,529
Finance lease assets	Property and equipment, net	61,266	72,462
Total leased assets		$ 497,020	$ 526,991
Liabilities			
Current			
Operating	Current portion of operating lease liabilities	$ 63,447	$ 63,685
Finance	Current portion of long-term debt	11,410	13,852
Noncurrent			
Operating	Long-term operating lease liabilities	420,009	442,893
Finance	Long-term debt, net	89,570	108,103
Total lease liabilities		$ 584,436	$ 628,533

(in thousands)

Lease Cost	Classification	2025	2024	2023
Operating lease cost(a)	Company-owned restaurant expenses, excluding depreciation and amortization; Occupancy expenses - franchise restaurants	$ 84,319	$ 82,302	$ 78,972
Finance lease cost				
Amortization of leased assets	Depreciation and amortization	9,574	10,564	12,585
Interest on lease liabilities	Interest expense, net	11,292	13,432	16,242
Rental and sublease income	Other revenues(b)	(17,225)	(14,912)	(14,757)
Net lease cost		$ 87,960	$ 91,386	$ 93,042

(a) Includes immaterial amount within "Selling, general and administrative expenses." Additionally, includes short-term leases and variable lease costs, which are immaterial.

(b) Rental and sublease income relating to variable lease payments was immaterial for 2025, 2024 and 2023.

Future lease commitments to be paid and received by the Company as of December 28, 2025 are as follows:

	Payments		Receipts	
(in thousands)	**Operating**	**Finance**	**Operating**	**Net Leases**
Fiscal Year				
2026	$ 88,715	$ 21,269	$ (11,528)	$ 98,456
2027	83,765	19,498	(8,999)	94,264
2028	75,595	16,240	(6,165)	85,670
2029	69,929	15,017	(4,910)	80,036
2030	63,591	15,987	(3,218)	76,360
Thereafter	235,780	72,117	(9,093)	298,804
Total	$ 617,375	$ 160,128	$ (43,913)	$ 733,590
Less interest	(133,919)	(59,148)		
Present value of lease liabilities	$ 483,456	$ 100,980		

Lease Term and Discount Rate	**2025**	**2024**
Weighted-average remaining lease term (years)		
Operating leases	8.41	8.88
Finance leases	8.99	9.40
Weighted-average discount rate		
Operating leases	5.89 %	5.61 %
Finance leases	14.04 %	13.88 %

(in thousands)

Other Information	**2025**	**2024**	**2023**
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	$ 91,150	$ 88,902	$ 85,447
Operating cash flows from finance leases	$ 11,547	$ 13,680	$ 16,550
Financing cash flows from finance leases	$ 14,297	$ 15,214	$ 17,449
Supplemental non-cash information on lease liabilities arising from obtaining lease assets:			
Finance lease assets obtained in exchange for new finance lease liabilities[a]	$ (1,524)	$ (4,252)	$ (1,951)
Operating lease assets obtained in exchange for new operating leases liabilities	$ 39,139	$ 61,244	$ 50,406

(a) Includes all noncash changes related to modifications or reassessments of finance leases, which may result in an increase or decrease to the right-of-use asset.

7. DISPOSITIONS

The table below summarizes the Company's restaurant disposition activity with franchisees for 2025:

(dollars in thousands)		2025
Dispositions:		
Restaurants sold to franchisees		115
Proceeds from the sale of Company-owned restaurants	$	54,407
Loss on disposal of assets associated with refranchisings, net	$	(6,112)

There were no material dispositions for the years 2024, and 2023, respectively.

Prior to recognizing a gain or loss on any of the sales of restaurant businesses, the Company assessed the key valuation assumptions and whether all assets and liabilities had been correctly identified. Any refranchising losses are recognized when the related assets meet the held for sale criteria, and any gains are recognized when the transaction closes and control of the restaurant operations have transferred to the franchisee. Resulting gains or losses on individual transactions are recorded in "Other operating loss, net."

8. REVENUE RECOGNITION

The following table reflects the contract assets and contract liabilities related to transactions with franchisees:

(dollars in thousands)	December 28, 2025	December 29, 2024	December 31, 2023	Balance Sheet Classification
Contract Assets				
Current	$ 2,299	$ —	$ —	Prepaid expenses and other current assets
Long-term	19,034	—	—	Other assets
Total	$ 21,333	$ —	$ —	
Contract liabilities				
Current	$ 442	$ 1,199	$ 1,216	Other current liabilities
Long-term	11,896	14,916	15,849	Other liabilities
Total	$ 12,338	$ 16,115	$ 17,065	
Revenue recognized during the period	$ 1,445.0	$ 1,956.0	$ 1,952.0	

Contract balances represent certain consideration amounts receivable or payable under franchise agreements and are recognized as adjustments to revenues on a straight-line basis over the remaining term of the related agreement.

Additionally in 2025, the Company introduced a twelve month program to incentivize franchisees to support various strategic initiatives. Eligible franchisees receive certain monthly payment credits for one year upon participation in the program.

The following table reflects the estimated amount of contract asset and liability amortization to be recognized in the future related to performance obligations that are unsatisfied at the end of the period:

Fiscal Year *(in thousands)*	Contract Assets	Contract Liabilities
2026	$ 2,340	$ 442
2027	2,234	428
2028	2,203	419
2029	2,057	410
2030	1,879	403
Thereafter	10,619	10,236
Total	21,333	12,338

9. INCOME TAXES

Income before income taxes is set forth below:

(in thousands)	2025	2024	2023
Domestic	$ 61,926	$ 122,951	$ 182,399
Foreign	651	(104)	33
Income before income taxes	$ 62,577	$ 122,847	$ 182,432

Income tax expense is set forth below:

(in thousands)	2025	2024	2023
Federal	$ 9,158	$ 21,654	$ 28,958
State	1,994	6,718	8,756
Foreign	647	448	400
Current tax expense	11,799	28,820	38,114
Federal	(2,146)	2,375	(2,574)
State	901	379	222
Foreign	—	—	—
Deferred tax expense (benefit)	(1,245)	2,754	(2,352)
Income tax expense	$ 10,554	$ 31,574	$ 35,762

The Company's effective tax rates for the years ended December 28, 2025, December 29, 2024, and December 31, 2023 were 16.9%, 25.7%, and 19.6% respectively. The effective tax rate differs from the U.S. federal statutory rate as follows:

(dollars in thousands)	2025		2024		2023	
U.S. federal statutory rate	$ 13,141	21.0 %	$ 25,798	21.0 %	$ 38,311	21.0 %
State income taxes, net of federal benefit [(a)]	2,237	3.6	5,767	4.7	7,368	4.0
Foreign tax effects	511	0.8	470	0.4	393	0.2
U.S. federal tax credits						
Work opportunity tax credit	(1,203)	(1.9)	(1,036)	(0.9)	(1,570)	(0.9)
Other	(569)	(0.9)	(531)	(0.4)	(462)	(0.2)
Non-taxable or non-deductible items						
Share-based compensation	(4,007)	(6.4)	(495)	(0.4)	(8,625)	(4.7)
Other	412	0.7	667	0.5	820	0.5
Cross-border taxes	(218)	(0.3)	(172)	(0.1)	(153)	(0.1)
Change in unrecognized tax benefits	144	0.2	122	0.1	(283)	(0.2)
Other	106	0.1	984	0.8	(37)	—
Income tax expense and effective tax rate	$ 10,554	16.9 %	$ 31,574	25.7 %	$ 35,762	19.6 %

(a) The states that contribute to the majority (greater than 50 percent) of the tax effect in this category include Alabama, California, Georgia, New York, Pennsylvania and Texas for the year ended December 28, 2025, Alabama, California, Florida, Georgia, Minnesota, New York, Pennsylvania and Tennessee for the year ended December 29, 2024, and Alabama, California, Florida, Georgia, Illinois, Minnesota, Pennsylvania and Tennessee for the year ended December 31,2023.

Total net income tax payments are set forth below:

(dollars in thousands)	2025	2024	2023
Federal	$ 74	$ 216	$ —
State			
Florida	—	384	350
Georgia	528	35	—
Maryland	—	—	173
Minnesota	277	—	—
North Carolina	—	50	210
Pennsylvania	528	646	350
Tennessee	443	624	550
Other	5	107	14
Foreign			
Canada	254	266	272
Total net payments	$ 2,109	$ 2,328	$ 1,919

The payments made on behalf of the Company for the consolidated U.S. federal and certain state income tax returns are made by IRB under the Tax Sharing Agreement described in Note 2. As a result, such payments are not reflected in the table above.

Deferred tax assets (liabilities) are set forth below:

(in thousands)	2025	2024
Deferred tax assets:		
Operating lease liabilities	$ 124,502	$ 130,194
Other lease liabilities	24,600	28,817
Interest expense carryforward	14,195	12,808
Accrued compensation and related benefits	4,240	7,078
Deferred revenue	3,820	5,962
Amortization of goodwill	2,195	3,205
Operating loss and tax credit carryforwards	55	274
Other	3,403	3,235
Gross deferred tax assets	177,010	191,573
Valuation allowance	(9)	(8)
Total deferred tax assets	177,001	191,565
Deferred tax liabilities:		
Operating lease assets	(112,822)	(118,202)
Intangible asset - trademark/trade name	(64,289)	(64,251)
Property and equipment	(36,475)	(45,186)
Other lease assets	(14,337)	(16,898)
Intangible asset - franchise rights	(1,859)	(1,944)
Other	(3,011)	(2,581)
Total deferred tax liabilities	(232,793)	(249,062)
Deferred tax liabilities, net	$ (55,792)	$ (57,497)

Operating loss and tax credit carryforwards primarily consist of net operating losses of various U.S. state jurisdictions that expire from 2031-2045 and an immaterial amount that have no expiration. The Company's valuation allowance is related to net operating losses from certain state jurisdictions.

As of December 28, 2025, undistributed earnings of the Company's foreign subsidiary continue to be indefinitely reinvested outside the United States unless such amounts would not be subject to tax, if repatriated. As a result, the Company has not recognized domestic or foreign deferred taxes on these undistributed earnings since the amount is immaterial.

In July 2025, the One Big Beautiful Bill Act ("OBBBA") was enacted into law in the United States. The OBBBA includes numerous provisions that affect corporate taxation, including changes to bonus depreciation, the business interest expense limitation, the expensing of domestic research costs, and modifications to certain U.S. international tax rules. The Company evaluated all deferred tax balances and any other changes under the newly enacted tax law and reflected the results of such evaluations in its consolidated financial statements for the year ended December 28, 2025.

The U.S. federal income tax returns are settled for fiscal years through December 29, 2013. The U.S. federal income tax returns for all subsequent fiscal periods remain subject to examination except for fiscal year ended December 31, 2017 and for Inspire's fiscal year ended January 3, 2021. Certain of the Company's state income tax returns from fiscal year 2015 forward remain subject to examination. Various state income tax returns are currently under examination.

Uncertain Tax Positions

As of December 28, 2025 and December 29, 2024, the Company had an immaterial amount of unrecognized tax benefits related to uncertain tax positions, and the amount recorded related to potential interest and penalties was not material.

10. GUARANTEES AND OTHER COMMITMENTS AND CONTINGENCIES

Term Loans and Revolving Credit Facility Guarantee

IRB entered into a credit agreement (the "IRB Credit Agreement") that provides for secured credit facilities, which include term loan facilities (the "IRB Term Loans") and a revolving credit facility (the "IRB Revolving Credit Facility"). The IRB Credit Agreement contains customary provisions relating to mandatory prepayments, voluntary prepayments, conditions to borrowings and issuances of letters of credit under the IRB Revolving Credit Facility, representations and warranties, affirmative covenants, negative covenants and events of default. All obligations under the IRB Credit Agreement are guaranteed by the Company and secured by substantially all assets of the Company.

As of December 28, 2025, approximately $4.1 billion was outstanding under the IRB Term Loans. The IRB Revolving Credit Facility allows for the issuance of up to $490.0 million of revolving facilities and certain other credit instruments, including total letters of credit of $50.0 million. As of December 28, 2025, $34.5 million of letters of credit were outstanding under the IRB Revolving Credit Facility and approximately $455.5 million remaining capacity for future borrowings.

Lease Guarantees

The Company guarantees the performance of lease obligations for former Company-owned restaurant locations. The guarantees, which extend through 2040, aggregated to a maximum of $2.5 million as of December 28, 2025. At this time, the Company does not anticipate any material defaults under the foregoing leases; therefore, no liability has been recognized.

Beverage Commitments

The Company has purchase commitments through 2034 related to various beverage agreements. Based on current prices and the current ratio of company-owned to franchised restaurants as of December 28, 2025, the total remaining purchase commitments related to these agreements is estimated to be $88.7 million.

Advertising Commitments

The Company has purchase commitments related to the execution of its advertising strategies, including agency fees and media buy obligations. Because most media purchase commitments can be canceled within 90 days of scheduled broadcasts, the Company does not believe that termination of these agreements would have a significant impact on its operations.

Legal and Environmental Matters

The Company is involved in various litigation and claims incidental to its business. Although the outcome of these matters cannot be predicted with certainty and some of these matters may be resolved unfavorably to the Company, based on currently available information, including legal defenses available to the Company and its legal reserves and insurance coverages, the Company does not believe that the outcome of these legal matters will have a material adverse effect on its consolidated financial position, results of operations or cash flows.

11. TRANSACTIONS WITH RELATED PARTIES

On December 15, 2020, the Company entered into an intercompany services agreement with Inspire. Under the agreement, Inspire provides certain management advisory and tax consulting services to the Company. On January 1, 2025, the Company entered into an additional agreement with Inspire for procurement and supply chain services. During fiscal years 2025, 2024 and 2023, the Company paid the following to Inspire as a result of these agreements.

(in thousands)	2025	2024	2023
Balances with related parties:			
Note receivable from ARG IH LLC[(a)]	$ 380,000	$ 380,000	$ 380,000
Transactions with related parties:			
Advisory and tax consulting services	$ 100,115	$ 66,447	$ 65,291
Procurement and supply chain services	22,649	—	—
Total	$ 122,764	$ 66,447	$ 65,291

(a) During 2015, the Company issued a note receivable to ARG IH LLC due on demand and in no case later than July 30, 2027 with interest accruing at 1.58% per annum, payable quarterly. During each of the years ended 2025, 2024 and 2023, the Company recorded interest income of $6.0 million within "Other income, net." There was no accrued interest as of December 28, 2025. ARG IH LLC does not intend to cash settle this note receivable with the Company under the terms of the arrangement and therefore is classified in "Note receivable from Parent" within stockholder's deficit in the consolidated balance sheets and consolidated statements of stockholder's deficit.

Shared service costs are included in "Management fee to affiliate" in the Company's consolidated statements of income.

12. SUBSEQUENT EVENTS

The Company has evaluated subsequent events from the balance sheet date through March 19, 2026, the date the consolidated financial statements were available to be issued, and there are no items to disclose or that require adjustment.

EXHIBIT C TO THE ARBY'S FDD

DEVELOPMENT AGREEMENT

ARBY'S RESTAURANT
DEVELOPMENT AGREEMENT

CONTRACT DATA SCHEDULE

<table>
<tr><th>#</th><th>Key Term</th><th>Details</th></tr>
<tr><td>1.</td><td>Effective Date</td><td>_______________________ ("Effective Date")</td></tr>
<tr><td>2.</td><td>Arby's</td><td>Arby's Franchisor, LLC, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, Georgia 30328 ("Arby's")

Physical Notice Address:

Arby's Franchisor, LLC
Three Glenlake Pkwy NE
Atlanta, Georgia 30328
Attention: Legal Department</td></tr>
<tr><td>3.</td><td>Developer</td><td>_______________________,
a _______________________ with principal offices at _______________________ ("Developer")

Physical Notice Address:
____
____
____
Attention: ____________________________

Email Notice Address:
Email: _______________________________</td></tr>
<tr><td>4.</td><td>Term</td><td>The term of this Development Agreement shall expire on _________________ or whenever the last Arby's Restaurant opens, whichever occurs first.</td></tr>
<tr><td>5.</td><td>Territory</td><td><table>
<tr><th>Market Point #</th><th>Latitude/ Longitude</th><th>City</th><th>State</th><th>County</th><th>DMA</th><th>Mile Radius</th></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td>[A one (1) mile radius of the site-specific address of _________________ or specify: _________________.]</td></tr>
<tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr>
</table></td></tr>
</table>

<table>
<tr><th>#</th><th>Key Term</th><th>Details</th></tr>
<tr><td></td><td></td><td>[1] The TERRITORY above will exclude malls, college and university campus locations, hospitals, and other similar institutional type facilities, toll plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers such as sports arenas, and sovereign nations.</td></tr>
<tr><td>6.</td><td>Development Schedule</td><td>
<table>
<tr><td>Date by Which Complete Site Package Must Be Submitted</td><td>Date by Which the Restaurants Must be Opened and Continuously Operating for Business in the Territory</td><td>Annual Number of Restaurants to be Opened</td><td>Cumulative Number of Restaurants Required to be Open and Continuously Operating for Business in the Development Territory</td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>7.</td><td>Development Fee and Certain Development Terms
(Note 1)</td><td>
<table>
<tr><th>Fees</th><th>Each Traditional Restaurant</th><th>Each Non-Traditional Restaurant</th></tr>
<tr><td>Development Fee:
Number of Restaurants ___ x
Development Fee per Restaurant $_______
=
$_________</td><td>$12,500</td><td>$0</td></tr>
<tr><td>Initial Franchise Fee</td><td>$37,500</td><td>$18,750</td></tr>
<tr><td>Royalty Fee Rate</td><td>4%</td><td>6.2%</td></tr>
<tr><td>Advertising and Marketing Service Fee Rates</td><td>Standard Dues</td><td>(Note 2)</td></tr>
</table>
<u>Notes</u>:

(1) The terms contained in this Contract Data Schedule are subject to any amendment to the Development Agreement Developer and Arby’s may execute.

(2) Pursuant to the terms of the Franchise Agreement and any amendments thereto, Arby’s will pay the Advertising and Marketing Service Fee to the AFA Service Corporation (or its successor) on behalf of the franchisee.
</td></tr>
<tr><td>8.</td><td>Additional Enclosures (if any)</td><td>____</td></tr>
</table>

DA # _____________

ARBY'S RESTAURANT
DEVELOPMENT AGREEMENT

TABLE OF CONTENTS

SECTION PAGE

DEVELOPMENT AGREEMENT

This Development Agreement (this "Development Agreement" or "Agreement"), dated as of the Effective Date, is made by and between Arby's and Developer, all of which are defined in the Contract Data Schedule.

WHEREAS, Arby's is licensed to use a number of trademarks and service marks ("Arby's Trademarks" or the "Trademarks") and is a franchisor of a system of Restaurants ("Arby's Restaurants" or the "Restaurants"), featuring Arby's deli inspired sandwiches and other food items (the "Arby's System" or the "System"); and

WHEREAS, Developer desires the exclusive rights to develop Arby's Restaurants within the geographic area specified in this Development Agreement for the limited term of this Development Agreement; and

WHEREAS, Arby's is willing to grant such rights in accordance with the terms and conditions of this Development Agreement.

NOW, THEREFORE, it is mutually agreed as follows:

1. **GRANT**. Arby's hereby grants to Developer during the term of this Development Agreement and subject to the conditions hereof the exclusive right to develop Arby's Restaurants in the limited geographical area identified and set forth in the Contract Data Schedule, exclusive of any Unit Trading Area or Protected Area located therein as defined in any License or Franchise Agreements currently issued to other parties; this geographical area shall be referred to as the "Territory." The operation of the Restaurants developed pursuant to this Development Agreement will be governed by individual Franchise Agreements issued by Arby's in accordance with Section 11 below. So long as Developer is in compliance with the terms and conditions of this Development Agreement, Arby's will not license or franchise others to operate, nor will it itself operate, any new or additional Arby's Restaurants in the Territory during the term of this Development Agreement.

2. **TERM**. Unless earlier terminated pursuant to Section 13, this Development Agreement shall expire as shown in the Contract Data Schedule (the "Development Agreement Schedule"), or upon the execution by Arby's of the Franchise Agreement for the last of the Restaurants specified on the development schedule (the "Development Schedule") set forth in Contract Data Schedule, whichever occurs first.

3. **DEVELOPMENT FEE**. Upon execution of this Development Agreement, Developer shall pay to Arby's a fee (the "Development Fee"), as shown in the Contract Data Schedule. This Development Fee shall be fully earned by Arby's in consideration of its execution of this Development Agreement and shall be non-refundable. Developer also must pay Arby's or the affiliates of Arby's within ten (10) calendar days after demand: (i) all sales taxes, corporate taxes and any like taxes imposed on, required to be collected by, or paid by Arby's on account of Arby's collection of any fee related to this Development Agreement; (ii) all franchise or like taxes, whether based on gross receipts, gross revenues, Development Fee or otherwise, imposed on, required to be collected by, or paid by Arby's; and (iii) all other amounts Arby's pays or must pay for Developer for any reason.

4. **DEVELOPMENT SCHEDULE.** Developer shall open and continuously operate properly franchised Arby's Restaurants in accordance with the Development Schedule set forth in Contract Data Schedule. In the event that Developer opens and continuously operates a greater number of Arby's Restaurants than required during any interim period of the Development Schedule, the requirements of the succeeding period(s) shall be deemed satisfied to the extent of such excess number of Restaurants, up to the total number of Restaurants specified in the Development Schedule.

5. **LOCATION OF RESTAURANTS**. Developer is responsible for locating proposed sites within the Territory for each of the Restaurants contemplated in the Development Schedule; during the term of this Development Agreement, Developer shall use its best efforts to locate suitable sites. Arby's may, in its judgment, offer counseling and advice in site selection. In no event, however, shall Arby's be obligated to loan money, guarantee leases, provide financing or otherwise become directly involved and/or obligated to Developer or to any third party in respect of such site selection or development; these activities and undertakings shall be the exclusive responsibility of Developer, financially and otherwise.

6. **SITE ACCEPTANCE**. Upon selection by Developer of a proposed site for a Restaurant, Developer shall promptly submit to Arby's such specific site data and demographic and other information concerning the site as may be reasonably required by Arby's, utilizing such forms as may be required by Arby's. Arby's shall either accept or reject such site in accordance with Arby's then-current site selection policies and procedures. To be effective, any acceptance must be in writing. Developer understands and acknowledges that Arby's may reject any proposed site, in which event, Developer will not proceed at the rejected site but will seek to locate an acceptable site. The acquisition in any manner of any proposed site or the expenditure of any amount associated with any proposed site prior to written acceptance by Arby's shall be at the sole risk and responsibility of Developer and shall not obligate Arby's, in any way, to accept same.

7. **DISCLAIMER**. In executing this Development Agreement, accepting a proposed site, giving approvals or advice, or providing services or assistance in connection with this Development Agreement, Arby's does not guarantee the suitability of an accepted site or the success of any Arby's Restaurant established at such site. Arby's expressly disclaims any warranties, express or implied, with respect to the suitability of any site or the success of any Restaurant. Developer understands and acknowledges that the suitability of a site and the success of any Restaurant depends on many factors outside the control of either Arby's or Developer (such as interest rates, unemployment rates, demographic trends, and the general economic climate), but principally depends on Developer's efforts in the operation of the Restaurant.

8. **LOCATION REQUIREMENTS**. As a condition for accepting a proposed site, Arby's may require Developer to negotiate a lease or sales contract that includes certain terms regarding duration or other specified matters. Developer understands and acknowledges that a site acceptance may be conditioned on such matters, and if Developer does not wish to or cannot satisfy the pertinent conditions within a reasonable time, the site will be deemed rejected. If Developer (or a licensed entity of Developer) will be leasing the site for its Restaurant, then promptly following Arby’s written approval of the site and prior to Developer (or a licensed entity of Developer) becoming a lessee of the Franchised Premises, he/ she will provide Arby’s with a true, correct and complete copy of any such lease, which lease is subject to Arby’s acceptance, which acceptance will not be unreasonably withheld, delayed or conditioned. Additionally, Developer (or a licensed entity of Developer) will use its commercially reasonable best efforts to include the following terms in its lease for the Franchised Premises: (i) a provision reserving to Arby’s the right to receive an assignment of the lease upon termination (prior to expiration) of the Franchise Agreement; (ii) a provision requiring the lessor concurrently to send Arby’s a copy of any written notice of a lease default sent to Developer (or a licensed entity of Developer) and granting Arby’s the right (but not the obligation) to cure any lease default within fifteen (15) business days after the expiration of Developer’s (or a licensed entity of Developer’s) cure period; (iii) a provision evidencing their right to display the Trademarks according to the specifications in the Arby’s Operating Standards Manual (“Manual”) (subject only to applicable law); and (iv) provisions, in form satisfactory to Arby’s, expressly providing both Developer (or a licensed entity of Developer) and Arby’s the ability to take all actions necessary in order to comply with Arby's option to cure a default under the Franchise Agreement, including but not limited to, requiring the lessor thereunder to give Arby's reasonable notice of any contemplated termination. Neither Arby's acceptance of the Franchised Premises nor Arby's review and acceptance of the lease shall constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a Restaurant at the Franchised Premises. Such review and acceptance indicate only that Arby's believes the Franchised Premises and the lease terms meet Arby's then current criteria.

9. CONSTRUCTION. Upon receiving acceptance for a proposed site, Developer shall proceed promptly to secure control of the accepted site and to obtain necessary zoning and building approvals and permits. Arby's will provide standard plans for the Arby's-approved building, including specifications for fixtures, furnishings, signs, and equipment. Developer must hire an architect and general contractor to adapt these standard plans to the accepted site and must submit final working plans to Arby's for approval within the time limits set by Arby's. Developer shall not proceed with construction or remodeling until Developer has received Arby's written approval of the final working plans. Developer shall ensure that the building is constructed or remodeled in accordance with the final working plans and specifications designated and approved by Arby's in writing. Developer will allow Arby's to make periodic inspections and will provide such periodic progress reports as may be requested by Arby's. Developer shall submit actual construction costs to Arby's within one hundred twenty (120) days of project completion.

10. TRAINING.

(a) Developer, a general partner of Developer (if Developer is a partnership), or the majority shareholder, limited partner, member or other equity owner of Developer (if Developer is a corporation), must complete Arby's New Franchisee Orientation ("NFO") program prior to issuance of the Franchise Agreement unless Developer is already operating at least one Arby's Restaurant.

(b) Two representatives of Developer must attend and successfully complete the training program approved by us in our sole judgment at the Arby's Restaurant that we designate, prior to issuance of the first Franchise Agreement. If Developer is an individual who intends to participate in the daily operation of the Restaurant, or if Developer includes a general partner or shareholder, limited partner, member or other equity owner who intends to participate in the daily operation of the Restaurant, that person must attend and successfully complete training.

(c) If Developer is already operating one Arby's Restaurant, two additional representatives of Developer must attend and successfully complete training prior to issuance of the second Franchise Agreement, and one representative of Developer per Restaurant must attend and successfully complete training prior to the issuance of any and all subsequent Franchise Agreements.

(d) Arby's will pay the tuition for the NFO program and the initial training program for attendance of up to two trainees for the first Restaurant. All other tuition and expenses shall be the sole responsibility of Developer (including training fees or tuition).

11. FRANCHISE AGREEMENT.

(a) No Arby's Restaurant may be opened or operated by Developer under any circumstances until the required Franchise Fee shown in the Contract Data Schedule has been paid and the Franchise Agreement for such location has been executed by Arby's.

(b) The Franchise Fee for each Franchise Agreement must be paid upon the earlier of either ninety (90) calendar days prior to the scheduled opening or upon commencement of construction.

(c) All Franchise Agreements issued pursuant to this Development Agreement will contain generally the same terms and conditions as are being offered to other franchisees similarly situated at the time of issuance, including without limitation those pertaining to the duration of the Franchise Agreement, except that, as long as Developer fully complies with this Development Agreement, the fees payable under each Franchise Agreement will reflect the royalty and/or franchise fee incentive programs listed in the Contract Data Schedule. If Developer fails to comply with the Development Schedule or any other provision of this Development Agreement, then, without limiting Arby’s other rights and remedies, including without limitation the right to terminate this Development Agreement pursuant to Section 13, Developer shall no longer be eligible for any royalty and/or franchise incentive programs listed in the Contract Data Schedule.

(d) As a condition to Arby’s execution of each Franchise Agreement, Arby’s may require Developer’s principals, or its ultimate parent company, if any, (the “Guarantors”) to execute, in a form acceptable to Arby’s in its sole judgment, a guaranty to secure payment of royalties and other fees required to be paid and performance of all obligations under the Franchise Agreement.

(e) Developer shall comply with Arby’s then-current franchising policies and procedures for issuance of the Franchise Agreements. Arby’s need not issue a Franchise Agreement if Developer does not meet Arby’s then-current franchising policies and procedures for issuance of the Franchise Agreements.

(f) Arby’s shall be under no obligation to execute and issue a Franchise Agreement if Developer is in breach or default of any other License or Franchise Agreement between Arby’s and Developer, or if Developer is not eligible for expansion pursuant to Arby’s then-current criteria for expansion.

(g) Arby’s shall be under no obligation to execute and issue a Franchise Agreement unless Developer has complied in a timely manner with all terms and conditions of this Development Agreement and has satisfied all requirements set forth herein (including construction and training requirements) with respect to the pertinent accepted site.

(h) If and when a Franchise Agreement is executed by Arby’s, it shall govern the relations between the parties with respect to the pertinent Restaurant.

12. NO RIGHT TO OPERATE OR USE TRADEMARKS. Except as provided herein, Developer acknowledges that until a Franchise Agreement has been issued for a specified site, Developer shall not have or be entitled to exercise any of the rights, powers and privileges granted by the Franchise Agreement, including without limitation the right to use Arby's Trademarks; that the execution of this Development Agreement shall not be deemed to grant any such rights, powers or privileges to Developer; and that Developer may not under any circumstances commence operation of any Arby's Restaurant prior to execution by Arby's of a Franchise Agreement for the pertinent location.

13. **TERMINATION**. This Development Agreement shall terminate immediately and without notice to either party upon:

(a) the death of Developer, if Developer is an individual; or

(b) the commencement of any proceedings by or against Developer under the Bankruptcy Act, under any Chapter thereof or amendment thereto, or under any other insolvency act, whether federal or state; the appointment of any trustee or receiver for the business or property of Developer; or any assignment by Developer for the benefit of creditors.

Arby's shall have the right at its election to terminate this Development Agreement immediately upon notice to Developer, upon the occurrence of any of the following:

(c) failure to comply with the Development Schedule;

(d) the attempted assignment of this Development Agreement without the prior written approval of Arby's;

(e) if Developer is a corporation or a partnership, the transfer of any of the capital stock or partnership interest of such corporation or partnership during the term of this Development Agreement without the prior written approval of Arby's;

(f) the discovery by Arby's of any material misrepresentation in any of the information or documents submitted to Arby's by or on behalf of Developer;

(g) any violation by Developer of any of the provisions of this Development Agreement; or

(h) the termination by Arby's of any License or Franchise Agreement or other agreement between Arby's and Developer or Developer's failure to cure a default under any other agreement between Arby's and Developer within the time specified by Arby's.

For purposes of Sections 11 and 13 herein, any License or Franchise Agreements issued to Developer, any affiliated company of Developer or any corporation, Guarantor, partnership or joint venture (or their affiliates) in which Developer or any stockholder, Guarantor, partner or joint venture of Developer, direct or indirect, has any interest of ownership or participation, regardless of location, shall be deemed an agreement between Arby's and Developer.

14. **EFFECT OF EXPIRATION OR TERMINATION**. Upon expiration or completion of this Development Agreement, or upon termination for any reason, the rights granted to Developer pursuant to Section 1 of this Development Agreement shall be extinguished immediately. Unless the parties have executed a new development agreement, Arby's thereafter shall have the right to operate or permit others to operate Arby's Restaurants within the Territory, except as limited by the Unit Trading Area or Protected Area provisions of any then-effective License or Franchise Agreements.

15. **CONFIDENTIALITY**. At all times during the term of this Development Agreement, and after termination of this Development Agreement for any reason, Developer (and its directors, officers, employees, representatives, managers, shareholders, members, partners, or other equity owners and any Guarantors) shall not divulge, disclose or communicate, directly or indirectly, to any other person or entity any confidential or proprietary information or knowledge obtained from Arby's.

16. **ASSIGNMENT**. This Development Agreement shall inure to the benefit of and be binding upon Arby's, its successors and assigns. However, neither this Development Agreement nor any of Developer's rights hereunder shall be assignable or transferable by Developer, directly or indirectly, by operation of law or otherwise, without prior written approval from Arby's.

17. **NEW DEVELOPMENT AGREEMENT**. If Developer wishes to negotiate a new development agreement with Arby's with respect to further development of Arby's Restaurants in the Territory, Developer must so advise Arby's in writing sixty (60) calendar days before the expiration date of this Development Agreement or sixty (60) calendar days before the anticipated date of execution of the Franchise Agreement for the final restaurant under the Development Schedule in the Contract Data Schedule. Subject to receipt of such notice and so long as Developer has substantially complied with the Development Agreement during the initial term, and at the expiration date of the Development Agreement, and within twelve (12) months prior thereto, Developer is not and has not been in default in the performance of any material obligation under this Development Agreement or any License or Franchise Agreement or other agreement with Arby's, Arby's then will negotiate in good faith with Developer with respect to a new development agreement during the remainder of the term of this Development Agreement.

18. **NOTICES**. All notices delivered pursuant to this Development Agreement shall be sent by nationally recognized overnight courier or certified mail to the physical addresses set forth in the Contract Data Schedule, or to such other physical addresses as Developer and Arby's provide each other in writing; provided, however, that Arby's may also send notice to Developer at the email address(es) set forth in the Contract Data Schedule, or such other email addresses as Developer may provide to Arby's in writing. All notices to Arby's shall be sent to Arby's, "Attention: Legal Department."

19. **GOVERNING LAW AND FORUM SELECTION**. This Development Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Georgia. In the event of any dispute concerning the parties' rights or obligations under this Development Agreement, Developer agrees to file any suit against Arby's only in the federal or state court having jurisdiction where Arby's principal office is then located.

20. **DEVELOPER'S ACKNOWLEDGEMENTS**. Developer understands and acknowledges that there are significant risks in any business venture and that the primary factor in Developer's success or failure under this Development Agreement will be Developer's own efforts. In addition, Developer acknowledges that Arby's and its representatives have made no representations to Developer other than or inconsistent with the matters set forth in the Franchise Disclosure Document provided to Developer and that Developer has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Developer's own independent investigation of the merits of this venture. Developer agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Arby's will have any liability for (i) any of Arby's obligations or liabilities relating to or arising from this Development Agreement, (ii) any claim against Arby's based on, in respect of, or by reason of, the relationship between Developer and Arby's, or (iii) any claim against Arby's based on any alleged unlawful act or omission.

21. **ENTIRE AGREEMENT**. This Development Agreement, including the Contract Data Schedule and all attached Exhibits which are incorporated herein by reference, contains the entire agreement between the parties with respect to the subject matter hereof and shall not be modified except by a written document executed by both parties. Notwithstanding the foregoing, nothing in the preceding sentence is intended to disclaim the representations made in the Franchise Disclosure Document.

22. **<u>NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES</u>**. The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

> No statement, questionnaire or acknowledgment signed or agreed by Developer 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 Arby's, any franchise seller, or any other person acting on behalf of Arby's. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the Effective Date.

ARBY'S FRANCHISOR LLC, a Delaware limited liability company	**DEVELOPER**
By:_________________________________	By:_________________________________
Name: _____________________________	Name: _____________________________
Title: Authorized Signatory	Title: _____________________________
DATED:____________________________	**DATED:**____________________________

[Note to Drafter: Replace the word "DEVELOPER" in the signature block above with the full name of the developer entity. The above signature block is only intended for a developer who is an entity. If the developer is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.

EXHIBIT A
STATEMENT OF LEGAL COMPOSITION

Developer hereby represents and warrants that the ownership and/or legal composition of Developer is as follows:

1. Please check one option: Individually Owned ☐, Corporation ☐, Sub-Chapter S Corporation ☐, Partnership ☐, or Limited Liability Company ☐.

2. Individual Name or Entity Name: ____

[Note to Drafter: #2 should indicate the individual or the developer entity that is being granted a development agreement.]

3. If Entity, duly organized on ___________________________________ and existing under the laws of the State of ________________

4. Principal Business Address (No P.O. Box #'s): _______________________________________

5. Owners:

Name	Address	Email Address	% Ownership & Title

6. The following Owner/Shareholder/Partner/Member will spend full time in active management:

Name	Address	Email Address	Title

______________ Our Initials

_____________ Your Initials

Date: ___________________________

EXHIBIT C-1 TO THE ARBY'S FDD

INCENTIVE AMENDMENT TO THE DEVELOPMENT AGREEMENT

Restaurant # ____________
DA # ______________

2026 INCENTIVES AMENDMENT TO THE ARBY'S DEVELOPMENT AGREEMENT

This Incentives Amendment to the Development Agreement (the "Amendment") is made and entered into on _____________________ (the "Effective Date"), by and between ARBY'S FRANCHISOR, LLC ("we," "us," or "our") and ______________________ ("you" or "your").

BACKGROUND

A. [*Note: Only include this recital if the parties are signing a* ***new*** *Development Agreement to receive the incentives*] Simultaneously with signing this Amendment, we and you are signing that certain Development Agreement dated as of the date hereof (the "Development Agreement") granting you the right to develop one or more Arby's Restaurants in the Territory (the "New Commitments" or "Incentive Commitments"). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

B. [*Note: Only include this recital if the parties are* ***amending an existing*** *Development Agreement to receive the incentives*] Simultaneously with signing this Amendment, we and you are amending that certain Development Agreement dated ___________________ (as amended, the "Development Agreement") granting you the right to develop new, additional Arby's Restaurants in the Territory (each a "New Commitment" and collectively, the "New Commitments"). You understand that the terms of this Amendment will apply to all New Commitments and any Arby's Restaurant(s) you agreed to develop under the Development Agreement before entering into this Amendment but have not opened as of the date you sign this Amendment (collectively, the "Incentive Commitments"). All initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Development Agreement.

C. Before developing and operating each Incentive Commitment that you agree to open under the Development Agreement, you must sign the then-current form of Franchise Agreement (each a "Franchise Agreement" and, collectively, the "Franchise Agreements").

D. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under each Franchise Agreement you sign in connection with the Development Agreement to reflect incentives we currently offer.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Development Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Application of Amendment**. We and you are signing this Amendment because we and you are signing or amending the Development Agreement on or before March 31, 2027, and the Incentive Commitments you agreed to develop under the Development Agreement may be eligible for one or more incentive programs described in this Amendment. Therefore, notwithstanding any terms in the Development Agreement to the contrary, if you meet the applicable incentive program conditions, then we agree that the Franchise Agreement(s) that we and you sign for certain Restaurant(s) developed under the Development Agreement will reflect the terms of the applicable incentive programs described in this Amendment. "Traditional Restaurants" traditional full-menu, limited-service Arby's Restaurants, which could be in free-standing locations, convenience stores, travel plazas, truck stops, travel plaza/convenience store combos, end cap and inline locations, and malls. Traditional Restaurants exclude Arby's Restaurants at non-traditional locations, such as airports, military bases, hospitals, service plazas, stadiums, theme/amusement parks and

arenas which have no seating or shared seating, casinos, colleges, universities, and other institutional facilities which have common area seating. If you develop a Restaurant under the Development Agreement that does not qualify as a Traditional Restaurant, then the incentives shall not apply to that Restaurant.

2. **Standard Incentive**. *[Note: Only include if the franchisee qualifies for the Standard Incentive.]* Because we and you are signing this Amendment before March 31, 2027 to develop one or more New Commitments, each Incentive Commitment you develop under the Development Schedule will receive the benefits of our "Standard" incentive program, if (a) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Development Agreement, (b) you open and begin operating that Restaurant in accordance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the "Applicable Opening Deadline"), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in accordance with the Development Agreement and the applicable Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (d) above with respect to any Restaurant, the Standard incentive program will not apply to that Restaurant. If you meet the requirements of the Standard incentive program, then under the applicable Franchise Agreement:

a. We will waive the payment of the initial franchise fee under Article 2 of the Franchise Agreement.

b. We will credit $7,500 toward the royalty owed under the Franchise Agreement, and the royalty will also be amended as set forth below:

Duration of Effective Royalty Fee	**Effective Royalty Fee**
Opening through Year 1	0.5%
Years 2 through 4	1.0%
Year 5	2.0%
Year 6 through remainder of the term (except as provided in below)	4.0%

For each of the Franchise Agreements that are executed for a New Commitment in accordance with the Development Agreement, if any such Restaurant opens and begins operating in compliance with the Development Agreement, but no later than December 31, 2028, then you must submit to us a report, in the format we reasonably specify, detailing that Restaurant's trailing-twelve-months' Gross Sales data (the "Gross Sales Report") no later than sixty (60) days after the fourth (4^{th}) annual anniversary of the date you actually open and commence operations of the applicable Restaurant. If the Gross Sales Report demonstrates that the Restaurant collected less than $1,300,000 during the reporting period, then you must (i) use your good faith efforts to increase your Gross Sales, and (ii) submit to us an updated Gross Sales Report (the "Updated Gross Sales Report") no later than sixty (60) days after the fifth (5^{th}) annual anniversary of the date you actually opened and commenced operations of the Restaurant. If (x) you have complied with the conditions in (i) and (ii) above, and are and through the term have been in substantial compliance with the Franchise Agreement; and (y) the Updated Gross Sales Report demonstrates that the Restaurant collected less than $1,300,000 during that subsequent reporting period, then the royalty for that Restaurant will be further amended as set forth below:

Duration of Effective Royalty Fee	Effective Royalty Fee
Year 6 through Year 10	2.0%
Year 11 through remainder of the term	4.0%

c. The Advertising and Marketing Service Fee will be amended as set forth below; *provided*, however, the discounts described below are subject to the then-current minimum Advertising and Marketing Services Fee, as periodically determined by AFA Service Corporation (or its successor), and as of the date of this Amendment, the current minimum Advertising and Marketing Services Fee is equal to 0.85% of Gross Sales:

Duration of Effective Advertising and Marketing Service Fee	Discount on Advertising and Marketing Service Fee
Opening through Year 3	75% discount off standard dues
Year 4	50% discount off standard dues
Year 5 through remainder of the term	standard dues

d. We will credit an amount equal to $12,500 towards the royalty due under the applicable Franchise Agreement if any Incentive Commitment you develop and operate is located within a 2.5-mile radius a Qualified Existing Arby's Restaurant. A "Qualified Existing Arby's Restaurant" means either a Traditional Restaurant prototype building/structure or conversion, a Traditional Restaurant truck stop/convenience store combo, or an end cap/strip center location with a drive-thru that you or your affiliates own and operate.

3. **Pioneer Incentive Program**. [*Note: Only include this provision if this Amendment is being signed in connection with the first person developing two or more restaurants in Connecticut, District of Columbia, Hawaii, Massachusetts, New Hampshire, Rhode Island, and/or Vermont*] Because we and you are signing this Amendment before March 31, 2027 to develop two or more New Commitments that will be located within Connecticut, District of Columbia, Hawaii, Massachusetts, New Hampshire, Rhode Island, and/or Vermont (the "Pioneer Incentive Territory"), the first and second New Commitment you develop under the Development Schedule that are located within the Pioneer Incentive Territory will receive the benefits of our "Pioneer Incentive" program if: (a) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the Development Agreement, (b) you open and begin operating that Restaurant in the Pioneer Incentive Territory in accordance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the "Applicable Opening Deadline"), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in accordance with the Development Agreement and the applicable Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (d) above with respect to any Restaurant, the Pioneer Incentive program will not apply to that Restaurant. If you meet the requirements of the Pioneer Incentive program, then under the applicable Franchise Agreements for the Restaurants opened in the Pioneer Incentive Territory, we agree to credit an amount equal to $50,000 towards the royalty fees owed under the Franchise Agreements signed in connection with the New Commitments.

4. **Early Opening Incentive**. If you meet the requirements of the Standard incentive program set forth above, then for each Franchise Agreement that is executed for an Incentive Commitment in accordance with the Development Agreement, and you open and begin operating the Restaurant in accordance with the Development Agreement before the Applicable Opening Deadline, then the royalty fee will be zero percent

(0%) from the date you open the Restaurant until the Applicable Opening Deadline (not to exceed six (6) months), then the applicable royalty rate shall apply. If you open the Restaurant on or after the Applicable Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

5. **VetFran Program**. [*Note: Only include if the Developer or its owner(s) qualify for the VetFran Program.*] Because we and you are signing this Amendment before March 31, 2027 and you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, a Development Agreement or Franchise Agreement with us and who qualifies and signs the Development Agreement to develop one or more Arby's Restaurants, each New Commitment you develop under the Development Schedule will receive the benefits of our "VetFran Program" incentive if: (a) when you open the Restaurant, you and your affiliates are in substantial compliance with the Development Agreement and each other agreement between us and you or your affiliates, (b) you open and begin operating that Restaurant in accordance with the Development Agreement and the applicable Franchise Agreement on or before the deadline in the Development Schedule (the "Applicable Opening Deadline"), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spend in various categories relating to the development and opening of that Restaurant within 120 days after the Restaurant first opens for business, and (d) you build that Restaurant in the design, to the specifications, and at the location approved by us in accordance with the Development Agreement and the applicable Franchise Agreement. If you satisfy the conditions in (a) through (d) above, we will credit an amount equal to $10,000 towards the royalty fees owed under each Franchise Agreement signed in connection with the Development Agreement, up to $100,000 in total. If you fail to satisfy any of the conditions listed in (a) through (d) above with respect to any Restaurant, the VetFran Program will not apply to that Restaurant.

6. **Miscellaneous**. The Background is incorporated into this Amendment by this reference. For the avoidance of doubt, all references in this Amendment to a Development Schedule, Opening Deadline, or any other required opening date shall refer to such date(s) as of the effective date of the applicable agreement. If we agree to any subsequent modification to, or amendment of, the Development Schedule, Opening Deadline, or any other required opening date, such modification or amendment shall not modify, amend, or otherwise extend any deadlines set forth in this Amendment. This Amendment is an amendment to, and forms a part of, the Development Agreement. If there is an inconsistency between this Amendment and the Development Agreement, the terms of this Amendment shall control. This Amendment, together with the Development Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Development Agreement will remain in full force and effect as originally written and signed.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

US:	**YOU:**
ARBY'S FRANCHISOR, LLC	**DEVELOPER**
By:______________________________	By: ______________________________
Name: ______________________________	Name:______________________________
Title: Authorized Signatory	Title: ______________________________
DATED:______________________________	**DATED:** ______________________________

[Note to Drafter: Replace the word "DEVELOPER" in the signature block above with the full name of the developer entity. The above signature block is only intended for a developer who is an entity. If the developer is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

EXHIBIT D TO THE ARBY'S FDD

FRANCHISE AGREEMENT

Restaurant # ____________________
DA# ____________________

ARBY'S RESTAURANT
FRANCHISE AGREEMENT

CONTRACT DATA SCHEDULE

#	Key Term	Details
1.	Effective Date	____________________ ("Effective Date")
2.	Arby's	Arby's Franchisor, LLC, a Delaware limited liability company with principal offices at Three Glenlake Pkwy NE, Atlanta, Georgia 30328 ("Arby's") Physical Notice Address: Arby's Franchisor, LLC Three Glenlake Pkwy NE Atlanta, Georgia 30328 Attention: Legal Department
3.	Franchisee	____________________, a ____________________ with principal offices at ____________________ ("Franchisee") Physical Notice Address: __________________________________ __________________________________ __________________________________ Attention: ________________________ Email Notice Address: Email: ___________________________
4.	Location of Franchised Premises	____
5.	Term and Expiration Date	**[Note to Drafter: If the Franchise Agreement is for a new Restaurant, use the following language:]** The term begins on the Effective Date and expires ___ years after the date the Restaurant opens for business. **[Note to Drafter: If the Franchise Agreement is for a renewal, use the following language:]** The term begins on the Effective Date and expires on ________________.

#	Key Term	Details
6.	Required Opening Date	Within thirty (30) calendar days after the execution of this Franchise Agreement or such extended period as may be granted by Arby's in writing (See Article 4:1:2). However, if Franchisee and Arby's have executed a Development Agreement that specifies the date by which the Franchised Business must be open, and that date is later than (30) days following the execution of this Franchise Agreement, Franchisee must open the Franchised Business by the opening date in the Development Schedule of that Development Agreement. **[Note to Drafter: For existing restaurants, state "Not applicable."]**
7.	Initial Franchise Fee	**[Note to Drafter: If the Franchise Agreement is for a Standard Traditional Restaurant, use the following language]:** Franchisee must pay to Arby's a non-refundable Initial Franchise Fee of $37,500*. **[Note to Drafter: If the Franchise Agreement is for a Non-Traditional Restaurant, use the following language]:** Franchisee must pay to Arby's a non-refundable Initial Franchise Fee of $18,750. **[Note to Drafter: If the Franchise Agreement is for a renewal, use the following language]:** Franchisee must pay to Arby's a non-refundable Initial Franchise Fee of $___________________.
8.	Royalty	Standard Traditional Restaurant: 4.0% of Gross Sales* monthly Non-Traditional Restaurant: 6.2% of Gross Sales monthly
9.	Required Minimum Advertising & Marketing Expenditure	Standard Traditional Restaurant: Combined Minimum 5.2% of Gross Sales during the period the AFA Rate Increase (defined in Article 10:2) is in effect, otherwise 4.2%*
10.	Refresh Date	On or before the tenth (10th) anniversary of the Effective Date (See Article 5:3).
11.	Protected Area	*ONE (1) MILE: For the purpose of Article 1:2 of the Franchise Agreement for «RestaurantNo» located at <Restaurant Address>, «RestaurantCityStateZip», the Protected Area is within one (1) mile on a straight line from the Franchised Premises, excluding malls, college and university campus locations and other similar institutional type facilities, hospitals, toll plazas, military bases, theme/amusement parks, airports, casinos, special location activity centers, such as sports arenas, and sovereign nations. MALL: For the purposes of Article 1:2 of the Franchise Agreement for «RestaurantNo», located at «RestaurantAddress», «RestaurantCityStateZip», the Protected Area is contained within the interior structural confines of the Mall area

#	Key Term	Details
		now commonly known as «MallName» NON-TRADITIONAL LOCATIONS: For the purpose of Article 1:2 of the Franchise Agreement for «RestaurantNo» located at «RestaurantAddress», «RestaurantCityStateZip», the Protected Area is site specific only.
12.	Lease Information	Initial Expiration Date: _____________ Renewal Option(s): ________________
13.	Development Agreement	This Agreement is being executed, and the Restaurant is being developed, pursuant to the Development Agreement dated as of _____________________.
14.	Additional Enclosures (if any)	____

* Subject to applicable incentive programs

Restaurant # ___________________
DA# ___________________

ARBY'S RESTAURANT FRANCHISE AGREEMENT

TABLE OF CONTENTS

EXHIBITS

Restaurant # ___________________
DA# ___________________

ARBY'S RESTAURANT
FRANCHISE AGREEMENT

This Franchise Agreement (this "Franchise Agreement" or "Agreement"), dated as of the Effective Date, is made by and between Arby's and Franchisee, all of which are defined in the Contract Data Schedule.

WHEREAS, Arby's is licensed to use a number of trademarks, service marks and trade names (the "Arby's Trademarks" or the "Trademarks"), which have been used in the development, organization and operation of a system of restaurants (individually, an "Arby's Restaurant" or "Restaurant" and collectively, "Arby's Restaurants" or "Restaurants") featuring Arby's deli inspired sandwiches and related items (the "Arby's System" or the "System");

WHEREAS, substantial goodwill and public acceptance are associated with the Arby's Trademarks and the Arby's network of Restaurants;

WHEREAS, Arby's has entered into license and franchise agreements for the operation of Arby's Restaurants on a nationwide basis; and

WHEREAS, Franchisee desires to enter into this Franchise Agreement to receive the right and privilege to use the Arby's Trademarks in the operation of a single Arby's Restaurant, upon the terms and conditions hereinafter provided.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1: GRANT OF FRANCHISE

1:1 Arby's hereby grants Franchisee a license and franchise to:

1:1:1 FRANCHISED BUSINESS AND FRANCHISED PREMISES

Operate a restaurant business under the name "Arby's", only at the location fully described in the Contract Data Schedule (such location, the "Franchised Premises", and such business together with the Franchised Premises, the "Franchised Business"). Prior to Franchisee becoming a lessee of the Franchised Premises, Franchisee will provide Arby's with a true, correct and complete copy of any such lease, which lease is subject to Arby's acceptance, which acceptance will not be unreasonably withheld, delayed or conditioned. Additionally, Franchisee will use its commercially reasonable best efforts to include the following terms in its lease for the Franchised Premises: (i) a provision reserving to Arby's the right to receive an assignment of the lease upon termination (prior to expiration) of this Agreement; (ii) a provision requiring the lessor concurrently to send Arby's a copy of any written notice of a lease default sent to Franchisee and granting Arby's the right (but not the obligation) to cure any lease default within fifteen (15) business days after the expiration of Franchisee's cure period; (iii) a provision evidencing Franchisee's right to display the Trademarks according to the specifications in the Arby's Operating Standards Manual ("Manual") (subject only to applicable law); and (iv) provisions, in form satisfactory to Arby's, expressly providing both Franchisee and Arby's the ability to take all actions necessary in order to comply with Article 15:5 below, including but not limited to, requiring the lessor thereunder to give Arby's reasonable notice of any contemplated termination. Neither Arby's acceptance of the Franchised Premises nor Arby's review and acceptance of the lease shall constitute a guarantee or warranty, express or implied, of the successful operation or profitability of a Restaurant at the Franchised Premises. Such review and acceptance indicates only that

Arby's believes the Franchised Premises and the lease terms meet Arby's then current criteria.

1:1:2 LICENSED TRADEMARKS

Use in the Franchised Business the trade name "Arby's" and those Arby's Trademarks presently or subsequently listed in the Manual, but only in the manner specified in the Manual and herein;

1:1:3 LICENSED PRODUCTS

Use the Trademarks in the Franchised Business only on or in connection with the sale of those food and non-alcoholic beverage products designated in the Manual as being included in Arby's standard menu or as otherwise designated in writing by Arby's in its sole judgment and meeting the specifications and quality standards set forth in the Manual or such other written designation by Arby's (the "Licensed Products"); and

1:1:4 LICENSED KNOW-HOW

Use in the Franchised Business Arby's distinctive business formats, methods, procedures, layouts, standards, specifications, designs, recipes, rules, and certain other trade secrets and proprietary information, as designated and adopted by Arby's (the "Licensed Know-How"), all of which Arby's may improve, further develop and otherwise periodically modify.

1:2 PROTECTED AREA

During the term of this Franchise Agreement (as defined in Article 14:1 below), Arby's will not operate, license or franchise any other restaurant using the Trademarks and offering deli inspired sandwiches in the "Protected Area", if any, bounded and described in the Contract Data Schedule. Arby's may operate, license or franchise restaurants in any location other than within the Protected Area.

If for any reason there is no Protected Area identified and set forth on the Contract Data Schedule, then no Protected Area exists.

1:3 ENTITY REQUIREMENTS

Franchisee agrees and represents that: (i) it has the authority to sign, deliver, and perform its obligations under this Agreement and all related agreements and is duly organized or formed and validly existing in good standing under the laws of the state of its incorporation or formation; (ii) Exhibit A to this Agreement completely and accurately identifies all of Franchisee's owners and their interests in Franchisee, and is otherwise true and complete, as of the Effective Date; and (iii) Franchisee and its principals or, if permitted by Arby's, Franchisee's ultimate parent company, if any, ("Guarantors") must sign a Guaranty And Assumption of Obligations, in the form attached as Exhibit B to this Agreement ("Guaranty Agreement"), undertaking personally to be bound, jointly and severally, by all provisions in this Agreement and any ancillary agreements between Franchisee and Arby's. Franchisee and its principals agree to sign and deliver to Arby's revised Exhibits A to reflect any permitted changes in the information that Exhibit A now contains.

ARTICLE 2: FRANCHISE FEE

Prior to issuance of this Franchise Agreement and in consideration of its execution by Arby's, Franchisee shall pay to Arby's the initial franchise fee set forth in the Contract Data Schedule. Franchisee acknowledges that this sum has been fully earned by Arby's upon the execution of this Franchise Agreement and is non-refundable. The initial franchise fee is not in exchange for any particular products, services, or assistance, but instead solely in consideration of the granting of the franchise to operate the Franchised Business to Franchisee.

ARTICLE 3: ROYALTY FEE

3:1 MONTHLY ROYALTY FEE PAYMENT

From the date of opening of the Franchised Business, Franchisee shall pay Arby's a royalty fee equal to the percentage of Franchisee's Gross Sales (as defined in Article 3:1:3) from the operation of the Franchised Business set forth in the Contract Data Schedule. This fee attributable to Gross Sales each month shall be due and received by Arby's on or before the tenth (10^{th}) day of the following month without notice from Arby's. If the Franchised Business first opens for business on any day other than the first day of a month, the first partial month shall be due in accordance with the foregoing.

3:1:1 GROSS SALES AND TRANSACTIONS DATA REPORTING

Each payment of royalties must be in a format as specified in the Manual and must be accompanied by a statement of the relevant Gross Sales and transactions data as well as any additional information as specified in the Manual. Upon Arby's request, the statement of the relevant Gross Sales and transactions data and any such additional information will be required to be submitted by electronic means as specified by Arby's in the Manual or otherwise in writing.

3:1:2 OVERDUE PAYMENTS

All overdue payments shall bear interest from the date due at the rate specified by Arby's from time to time, up to the highest rate permitted by the law of the state in which the Franchised Business is located or the laws of the State of Georgia, whichever is higher, but in no event to exceed eighteen percent (18.0%) per annum. Overdue payments will generally be applied to Franchisee's oldest obligation while Arby's reserves the right to apply payments as determined in its sole judgment, regardless of any designation by Franchisee to the contrary. This interest shall accrue regardless of whether Arby's exercises its right to terminate this Franchise Agreement due to Franchisee's default hereunder.

3:1:3 DEFINITION OF GROSS SALES

"Gross Sales" is defined as the total revenue received by Franchisee from the sale of all products and performance of all services in, on or from the Franchised Premises, whether for cash, check, credit or debit card, barter exchange, trade credit, or other credit transactions, and including commissions from vending and ATM machines, but excluding coupons and discounts, and sales tax or any similar taxes which are required by law to be computed separately and paid by the customer and paid to the appropriate taxing authority.

3:1:4 ROYALTY FEE CREDITS

Arby's may designate certain promotional or premium items (other than Licensed Products) sold by Franchisee as eligible for royalty fee credits. Any such designation will be made in writing by Arby's. Arby's will provide the necessary application form and procedures that must be followed by Franchisee in order to apply for the royalty fee credits. The amount of the credit will be calculated by applying the royalty fee percentage rate to the actual invoice cost of previously-designated promotional or premium items, including actual freight-in charges paid by Franchisee and excluding returns and allowances from suppliers. In order to receive the credit, Franchisee must complete and return on a timely basis the application form with all the required supporting documentation. The approved amount of royalty fee credit, if any, will be reported to Franchisee and then may be applied by Franchisee towards future royalty fee payments.

3:1:5 PAYMENT BY ELECTRONIC FUNDS TRANSFER

Arby's has the right in its sole judgment to require that each payment of royalties and the advertising and marketing service fee set forth in Article 10:2:2 below be made via electronic funds transfer ("EFT"). Franchisee will, upon execution of this Franchise Agreement or any time thereafter at Arby's request, execute all documents or forms as Arby's determines are necessary for Arby's to process EFT withdrawals from Franchisee's bank account(s) for such payments. Arby's, its affiliate or AFA Service Corporation (or its successor), as applicable, will have the right to withdraw the entire amount due from Franchisee's designated bank account(s) in accordance with the terms of the Manual or such documents. Franchisee agrees that in the event Franchisee fails to provide the Gross Sales and transactions data as described in Article 3:1:1, Arby's may withdraw an amount based upon estimated sales from Franchisee's designated bank account(s), provided that Arby's shall notify Franchisee (which notification may be made by way of an email message to the Franchisee's email address of record on file with Arby's) of its intention to make such a withdrawal, including the estimated amount due, no less than five (5) business days prior to making any such withdrawal. Further, Franchisee agrees that it will be responsible for: (i) any EFT transfer fee(s) or similar charges imposed by its bank; and (ii) any EFT payments that are not honored by Franchisee's bank for any reason, plus any service charges applied by Arby's and/or the bank. It will be a default of this Franchise Agreement if Franchisee closes its designated bank account(s) without Arby's prior written consent, or if Franchisee closes such account(s) with Arby's prior written consent and fails within a reasonable time thereafter, not to exceed five (5) business days, to establish another bank account and execute all documents necessary for Arby's to process the payments by EFT from such new bank account. Arby's reserves the right to require Franchisee to make payments pursuant to any other payment system that may be established in the future, including a system set up in accordance with Article 5:4. Franchisee agrees to maintain funds in the aforementioned designated bank account(s) to cover any withdrawals.

3:2 BUSINESS RECORDS AND AUDIT

Franchisee must maintain, and retain for three (3) years, each of the following:

(i) all records of sales, advertising and marketing expenses and other operating accounts of the Franchised Business; (ii) monthly remittance reports; (iii) sales journal reports that document how monthly sales reported to Arby's are calculated, including, but not limited to, calculation of Gross Sales, net sales, sales taxes, voids, refunds, discounts, coupons, gift cards redeemed and sold, actual cash deposits, credit card totals, cash over/short, paid-outs/paid-ins, and cumulative daily grand total of non-resettable sales; (iv) monthly and annual financial statements as discussed in Article 3:2:2 below; (v) federal and state sales tax records; (vi) daily activity reports for the Franchised Business (as prescribed by Arby's) and related cash register tapes and sales journals; and (vii) any other reports or records required by Arby's. Franchisee's Gross Sales and transactions data reports must be submitted to Arby's on a monthly basis as provided in Articles 3:1 and 3:1:1. Arby's may at any time during business hours at the Franchised Business, and with reasonable notice to Franchisee, examine Franchisee's and the Franchised Business' business, bookkeeping and accounting records, sales and tax records and returns, and other records. Franchisee must cooperate fully with Arby's and its representatives and independent accountants in any examination. All other records and reports must be available for submission to Arby's and must be submitted to Arby's upon its request. At its judgment, Arby's may audit any reports or records maintained or submitted by Franchisee.

3:2:1 INCORRECT GROSS SALES AND TRANSACTIONS DATA REPORTS

In the event any examination or audit discloses a deficiency in the Gross Sales and transactions data reports for any period, within five (5) calendar days after demand by Arby's, Franchisee shall pay Arby's the additional royalties, the advertising and marketing service fee set forth in Article 10:2:2 below, and all other amounts determined to be due and payable to Arby's, any Arby's affiliate or AFA Service Corporation (or its successor), plus applicable interest thereon as provided for in Article 3:1:2 above. In addition, if such deficiency is in excess of three percent (3.0%) of actual Gross Sales, Franchisee must reimburse Arby's for its reasonable costs for the examination and audit including, without limitation, the charges for all professionals and Arby's employees' travel and living expenses incurred in the examination or audit, such payment to be made by Franchisee to Arby's within five (5) calendar days after Arby's demand for payment. Arby's will refund any overpayment of royalties that is discovered in the audit within five (5) calendar days of learning of the overpayment.

3:2:2 MONTHLY AND ANNUAL FINANCIAL STATEMENTS

Arby's has the right to require that Franchisee, at Franchisee's sole cost and expense, provide to Arby's, in a format reasonably acceptable to Arby's, the following: (i) Franchised Business unit level monthly unaudited statements of income within thirty (30) calendar days after the end of each month; and (ii) Franchised Business unit level annual unaudited statements of income within ninety (90) calendar days after the end of each fiscal year. Franchisee is also required to have such Franchised Business unit level monthly and/or annual financial statements certified by an officer of Franchisee as being true, correct and complete in all material respects. In addition, if Franchisee has committed two (2) or more monetary defaults under this Franchise Agreement during any consecutive twelve (12) month period and received from Arby's notices of default for such monetary defaults (whether or not the monetary defaults relate to the same or to different provisions of this Franchise Agreement and whether or not the monetary defaults were ever cured), then without limiting Arby's other rights or remedies, Arby's thereafter has the right to require that Franchisee, at Franchisee's sole cost and expense, provide to Arby's, in a format reasonably acceptable to Arby's, the financial statements and reports that Arby's reasonably requires from time to time.

ARTICLE 4: OPERATING STANDARDS AND CONDITIONS

4:1 During the term of this Franchise Agreement:

4:1:1 CONFORM TO MANUAL

Franchisee will operate and maintain the Franchised Business in strict compliance with the Manual. Arby's will give Franchisee access to one (1) copy of the Manual, which may include audio, video, computer software, other electronic media, written materials, written directives in multiple forms including online postings on the Arby's System extranet (i.e. www.myarbys.com or its successor), email and/or other electronic communications, facsimiles, or any other medium capable of conveying the Manual's contents. It is Franchisee's responsibility to monitor for updates to the Manual. The Manual will, among other things, list the Trademarks to be used in the Franchised Business, and describe the systems, procedures, policies, methods, standards, specifications and requirements for operating the Franchised Business (collectively, the "operating standards"). Franchisee acknowledges and agrees that operating and maintaining the Franchised Business in compliance with operating standards is essential to preserve the goodwill of the Trademarks and all Arby's Restaurants. Arby's has the right in its sole judgment to modify the Manual periodically to reflect changes in the operating standards, all of which will be considered a part of the Manual. Arby's shall promptly notify Franchisee of any modifications to the Manual, which notification may be made by way of an email message to the Franchisee's email address of record on file with Arby's which message contains such modifications or indicates that such modifications are available electronically on the Arby's System extranet (i.e. www.myarbys.com or its successor) or by way of any similar method of notifying the Arby's System of modifications to the Manual that Arby's may hereafter establish. Arby's may require Franchisee to access electronically the Manual (via Internet, extranet, including on www.myarbys.com or its successor, or other electronic means). The contents of the Manual are confidential and neither Franchisee nor any of Franchisee's employees or representatives will at any time copy, duplicate, record or otherwise reproduce any part of the Manual. In any dispute concerning the contents of the Manual, the master version of the Manual maintained at Arby's headquarters will control. The Manual as modified from time to time by Arby's is part of this Agreement as if fully set forth within the terms hereof.

Although Arby's retains the right to establish and periodically modify the operating standards that Franchisee must follow, Franchisee retains the responsibility for the day-to-day management and operation of the Restaurant and implementing and maintaining operating standards at the Restaurant. To the extent that the Manual or operating standards contains employee-related policies or procedures that might apply to Franchisee's employees, those policies and procedures are provided for informational purposes only and do not represent mandatory policies and procedures to be implemented by Franchisee. Franchisee shall determine to what extent, if any, these policies and procedures may be applicable to Franchisee's operations at the Restaurant. Arby's and Franchisee recognize that Arby's neither dictates nor controls labor or employment matters for franchisees and that Franchisee, and not Arby's, is solely responsible for dictating the terms and conditions of employment for Franchisee's employees.

4:1:2 COMMENCE OPERATION

Franchisee will commence operation of the Franchised Business within thirty (30) calendar days after the execution of this Franchise Agreement or such extended period as may be granted by Arby's in writing; provided Franchisee agrees not to open the Franchised Business to the public until Arby's has notified Franchisee in writing that the Franchised Business meets Arby's standards and specifications. Such notice is not a representation or warranty that the Franchised Business complies with applicable law and is not a waiver of Arby's right to require continuing compliance with its standards, policies and requirements.

4:1:3 COMPLY WITH APPLICABLE LAWS

Franchisee will secure and maintain in force in its name all required licenses, permits and certificates relating to the conduct of its business pursuant to this Agreement. At all times during the term of this Agreement, Franchisee will operate the Franchised Business in compliance with all applicable laws, rules, ordinances and regulations, good business practices, observing high standards of honesty and integrity and ethical business conduct in all dealings with customers, government officials, suppliers and Arby's.

4:1:4 USE ONLY AS ARBY'S RESTAURANT

Franchisee will use the Franchised Premises only as an Arby's Restaurant.

ARTICLE 5: <u>BUILDING AND EQUIPMENT</u>

5:1 SIGN STANDARDS

Franchisee shall use only such exterior and interior signs, including any and all replacements thereof, that comply with and satisfy the requirements of the Manual.

5:2 REPAIR AND MAINTENANCE

Franchisee shall maintain the Franchised Premises in good condition and state of repair as necessary to comply with and satisfy the requirements of the Manual, including, without limitation, by repairing or replacing (as applicable) any part of the Franchised Premises (including any parking lots), equipment, signage and guest touch points that are not in compliance with the Manual, not in good condition, or not functioning properly.

5:3 REFRESH

In addition to Franchisee's obligations in Article 5:2 above, including, without limitation, the obligation to maintain the furniture, fixtures and equipment at the Franchised Premises in good repair and fully operational in accordance with the requirements of the Manual, on or before the tenth (10th) anniversary of the Effective Date, Franchisee shall do a refresh and upgrade of the Franchised Premises so that the restaurant building conforms to Arby's then current exterior building color specifications for new Arby's restaurants (without any structural changes) and the restaurant interior (including, without limitation, the dining room, furniture, fixtures and equipment) are substantially consistent with the then current image for new Arby's restaurants. Franchisee understands and acknowledges that this obligation may require significant capital or other expenditures during the term of the Franchise Agreement. Prior to the commencement of such refresh and upgrade, Franchisee shall submit to Arby's proposed specifications therefor. Franchisee shall not undertake such refresh and upgrade until Arby's has approved in writing the proposed specifications.

5:4 POINT OF SALE SYSTEM, COLLECTION OF DATA

Franchisee acknowledges and agrees that it is necessary for Arby's to collect financial, operational and statistical information concerning the Franchised Business and in support of Arby's operation of the System and Franchisee further acknowledges its responsibility and obligation to submit any such information requested by Arby's within such timeframes as may be reasonably established by Arby's. Accordingly, Franchisee agrees to obtain and use computer hardware and software, including computer, point of sale, and other electronic information systems, a high-speed Internet connection, and all equipment components and software necessary for Franchisee to meet all functionality, performance and informational requirements specified by Arby's (as the same may be modified by Arby's in its sole judgment from time to time), including, without limitation, the ability to accept and process transactions at the Franchised Business (such as for example mobile ordering and payment systems and other related technology), to transmit point of sale data to Arby's, and to facilitate participation in any gift card, customer loyalty, affinity and similar programs established by Arby's (collectively, the "computer system"). Arby's shall have the right to designate a single source (who may be Arby's or its affiliate) from whom Franchisee must purchase certain components or all of the computer system, related licenses and technology, and related support services. Franchisee acknowledges and agrees that Arby's will have full and complete access to information and data entered and produced by the computer system. Franchisee bears responsibility for the proper functioning of the computer system and ensuring it is operational at all times including access to the Internet and any extranet that may be established. Upon Arby's request, Franchisee must apply for and maintain debit card, credit card, or other non-cash payment systems to enable customers to purchase products at the Franchised Business. Franchisee will at all times comply with the Payment Card Industry Data Security Standard, as periodically updated.

ARTICLE 6: PERSONNEL AND MANAGEMENT

6:1 PERSONNEL

During the term of this Franchise Agreement, Franchisee shall hire, train, and properly supervise sufficient and qualified personnel for the efficient operation of the Franchised Business and, in particular, shall hire, train and properly supervise such personnel so that Franchisee is in compliance with all operating standards (including standards for food preparation, customer service and restaurant sanitation and cleanliness) dictated by Arby's. Arby's has the right to designate in its sole judgment Restaurant personnel qualifications, training, dress and appearance, although Franchisee has the sole responsibility and authority for hiring and overseeing personnel. At all times during the term of this Franchise Agreement, Franchisee shall be solely responsible for setting the terms and conditions (including, without limitation, wages and benefits) for its employees and similarly, Franchisee is responsible for hiring, firing, supervising and disciplining its employees. Franchisee acknowledges and agrees that it is its responsibility to create its own employee handbook which must be compliant with federal, state and local laws and which should be reviewed by counsel of Franchisee's choosing. Additionally, Franchisee shall ensure that its employment application contains clear and concise language that specifies that if the person is hired by Franchisee, the person will be an employee of Franchisee and not Arby's or its affiliates.

6:2 MANAGEMENT TRAINING

For Franchisee's first and second Arby's Restaurants, Franchisee must, at all times, employ two (2) managers per Restaurant in the Franchised Business who have successfully completed the training program approved in advance by Arby's in its sole judgment. For Franchisee's third or subsequent Restaurants, Franchisee must, at all times, employ one manager per Restaurant who has successfully completed the training program approved in advance by Arby's in its sole judgment. In addition, further or refresher training programs, as specified by Arby's, may be required by Arby's for Franchisee, Franchisee's managers and/or other personnel. There is no training fee for two (2) trainees to attend the initial training program for Franchisee's first Restaurant. If training fees apply to any of the other training requirements, Franchisee will pay such fees and Franchisee is also responsible for all travel and living expenses, wages and workers' compensation insurance costs for all of its personnel during training. In addition, Franchisee must acquire from Arby's and/or any other suppliers that Arby's periodically designates all equipment, software and related products and services, and pay the applicable license and other fees, to participate in any learning management system that Arby's specifies from time to time. Franchisee may be required to comply with additional training requirements which may include purchasing training films or other instructional materials from Arby's as Arby's may require from time to time. Franchisee will pay Arby's then current charges for any additional or repeat training.

ARTICLE 7: <u>PRODUCT STANDARDS</u>

7:1 ACKNOWLEDGEMENT OF STANDARDS

Franchisee understands and acknowledges that uniform and high standards of quality, service and appearance among all Arby's Restaurants are necessary in order to maintain Arby's public image and widespread consumer acceptance. Therefore, Franchisee shall prepare, sell and dispense only the Licensed Products that are specified by Arby's in its sole judgment. In connection with such Licensed Products, Franchisee shall use only those cups, containers, napkins, uniforms, paper goods, packaging, supplies or other items that are specified by Arby's. Arby's has the right in its sole judgment to approve or disapprove in advance all items to be used or sold by the Franchised Business and Arby's may withdraw its approval of previously authorized items.

7:2 PURCHASE OF ITEMS

Except as may be set forth otherwise to the contrary by Arby's, including in the Manual, Franchisee may purchase the items specified in Article 7:1 above, or components or ingredients thereof, and any equipment or signs used in the Franchised Business, from any source approved by Arby's. Arby's may receive profits or commissions on any sales made directly by Arby's to Franchisee.

7:2:1 APPROVAL OF SUPPLIER

If Franchisee desires to purchase any of the items specified in Article 7:1 above, or components or ingredients thereof, and/or any equipment or signs for use in the Franchised Business, from a supplier who has not been approved by Arby's, Franchisee may request in writing approval by Arby's of such supplier. Arby's may approve such proposed supplier if in Arby's sole judgment the proposed supplier can meet and maintain Arby's specifications, standards and requirements. Arby's approval of any supplier or distributor will be based on Arby's approval criteria in existence at that time. In making any such request, Franchisee at its expense shall furnish Arby's with adequate samples of the items for which approval is being requested or, if that is not feasible, with copies of descriptions, specifications and pictures of such items. Franchisee shall not sell, dispense or use any such items unless and until Arby's has given written notice of approval to Franchisee. Nothing contained herein shall be construed to require Arby's to approve any particular supplier or distributor, or approve an unreasonable number of suppliers for any particular item or service.

7:2:2 CHARGE FOR APPROVAL

As a condition precedent to approving or disapproving any request for a new or additional supplier, Arby's reserves the right to charge proposed supplier the reasonable costs and expenses incurred by Arby's in evaluating and investigating any such request.

7:2:3 NO INTENTION TO LIMIT SOURCES

Except as may be set forth otherwise to the contrary by Arby's, including in the Manual, nothing contained in this Franchise Agreement shall be construed as an attempt by Arby's to limit the sources from which Franchisee may procure supplies, equipment, services or other items.

ARTICLE 8: <u>VARIATION OF TERMS</u>

8:1 DIFFERING LICENSE AND FRANCHISE AGREEMENTS

Franchisee understands and acknowledges that other franchisees of Arby's may be granted license or franchise agreements at different times and in different situations. Franchisee acknowledges that the provisions of such agreements may vary substantially from those contained in this Franchise Agreement and that Franchisee's obligations hereunder may differ substantially from those of other franchisees.

8:2 VARYING REQUIREMENTS

Arby's shall have the right in its sole judgment to vary its specifications, standards, and operating practices and requirements among franchisees (which may include Franchisee), including, without limitation, those relating to building, equipment, signage, operations and Licensed Products. Arby's may impose such variations to address differing or unique circumstances or for other reasons Arby's, in its sole judgment, deems good and sufficient. Franchisee understands and acknowledges that such variations may lead to different costs or obligations among franchisees (which may include Franchisee).

ARTICLE 9: <u>RIGHT OF INSPECTION</u>

9:1 GENERAL

Arby's or its authorized representatives shall have the right to inspect the Franchised Business and the building and equipment and operations therein. Arby's or its authorized representatives also shall have the right to test all Licensed Products offered for sale and supplies used by Franchisee for the purpose of determining the quality and specifications of such products and supplies. Arby's shall have access to the Franchised Premises at all reasonable times for these purposes.

9:2 SAMPLES

Upon request from Arby's, Franchisee shall furnish Arby's with samples of any food or beverage products or other supplies or items, whether or not bearing Arby's names or Trademarks, used by Franchisee in the Franchised Business. Arby's shall reimburse Franchisee for such samples at Franchisee's actual cost.

ARTICLE 10: ADVERTISING AND MARKETING

10:1 ACKNOWLEDGEMENT OF ROLE OF ADVERTISING

Franchisee understands and acknowledges that marketing, advertising, and promotional programs and activities are essential to the furtherance of the goodwill and public image of Arby's, the System and the Franchised Business.

10:2 REQUIRED ADVERTISING EXPENDITURES

Franchisee shall expend during each calendar year for marketing and advertising an amount which is not less than five and two-tenths percent (5.2%) of its Gross Sales while the AFA Rate Increase is in effect. "AFA Rate Increase" means the increase by the AFA Service Corporation of the maximum contribution rate for Senior Member Dues (as defined in the AFA by-laws) to five percent (5%) of Gross Sales. If the AFA Rate Increase is removed and the maximum contribution rate for Senior Member Dues (as defined in the AFA by-laws) is reduced to four percent (4%) of Gross Sales, Franchisee shall expend during each calendar year for marketing and advertising an amount which is not less than four and two-tenths percent (4.2%) of its Gross Sales. Expenditures by Franchisee for local and cooperative area advertising (as described in Article 10:2:1) and expenditures for the Advertising and Marketing Service Fee (as defined in Article 10:2:2) shall be credited against the minimum required expenditure as defined in this Article. Costs of food and beverage products sold at a reduced price or given away shall not count toward fulfillment of this obligation.

10:2:1 LOCAL COOPERATIVE AREA ADVERTISING

A: Local Market Advertising. The amount of advertising funds expended by Franchisee for individual local market advertising (not related to Articles 10:2:1:B or 10:2:1:C) shall be determined by Franchisee, subject to the minimum requirements set forth in the initial paragraph of this Article 10:2.

B: Local Cooperative Area Advertising Program. Franchisee acknowledges that Arby's has the right to require groups of franchisees to form a cooperative or collaborative brand building association with other franchisees and/or us and/or Arby's affiliates to advertise, market and promote collectively Restaurants in that general market area. The particular local cooperative area advertising program in which Franchisee will be required to participate shall be designated by Arby's in its sole judgment; in most instances, the cooperative program designated by Arby's will be based on the "Designated Market Area" ("DMA") (as that term is used by the advertising industry) in which the Franchised Business is located. The local cooperatives within the System will be governed in accordance with the standard form bylaws provided by Arby's. If a cooperative has been established as of the Effective Date for the general market area in which Franchisee's Restaurant is located, Franchisee automatically becomes a member of that cooperative when Franchisee signs this Agreement (although voting rights and contributions do not begin until the Restaurant contemplated by this Agreement opens and begins operation).

C: Local Cooperative Payments. Franchisee's payments to the local cooperative for, among other items, any and all advertising programs, membership dues and other participation payments, shall be determined by

Franchisee, Arby’s if it has restaurants within the geographic boundaries of the local cooperative, and those other franchisees who are members of such local cooperative, as set forth in the bylaws of that local cooperative organization. Because the requirement set forth in Article 10:2:1 is a minimum expenditure, Franchisee’s required payments to the local cooperative organization may exceed three percent (3.0%) of Franchisee’s Gross Sales. Franchisee shall enter into such formal agreements with such other franchisees and/or Arby’s, as the case may be, as shall be necessary to accomplish the foregoing. If Franchisee is delinquent in its payment of any amounts owed to the local cooperative organization, any such delinquency shall be deemed a failure to participate in the local cooperative organization and a breach of Franchisee’s obligations under this Article 10.

10:2:2 ADVERTISING AND MARKETING SERVICE FEE

Franchisee shall pay to Arby’s an amount of its monthly Gross Sales of not less than one and two tenths percent (1.2%) or such other rate as may be specified by Arby’s from time to time as permitted herein, as an advertising and marketing service fee (“Advertising and Marketing Service Fee”). The Advertising and Marketing Service Fee will be paid at the same time and in the same manner as the payment of the royalty fee required in Article 3:1 above. To the extent AFA Service Corporation (or its successor) sets a dues contribution rate for the Advertising and Marketing Service Fee in excess of 1.2% for any Senior Member as described in the AFA Bylaws, Arby’s shall determine the amount of such excess, if any, which shall be applied against the minimum amount required to be spent by the Franchisee for local cooperative area advertising.

The Advertising and Marketing Service Fee shall be used to develop and prepare advertising materials, to undertake marketing research, to purchase national advertising media of all types, to develop social media/networking programs, to pay the commissions, fees and expenses of advertising and marketing agencies and consultants, to pay talent and talent residuals, to provide other marketing and non-marketing services, and to pay all fees and expenses incurred in connection therewith.

10:3 AFA SERVICE CORPORATION

The Advertising and Marketing Service Fee specified in Article 10:2:2 above shall be forwarded by Arby’s to AFA Service Corporation, the franchisee organization responsible for the preparation of materials and performance of the services described in Article 10:2:2 above, so long as membership in AFA Service Corporation continues to be compulsory for those franchisees of Arby’s who are members of AFA Service Corporation.

10:3:1 TIERED RATES

From time to time, AFA Service Corporation (or its successor) or Arby’s, as the case may be, may establish a tiered rate structure for the payment of the Advertising and Marketing Service Fee. The most current tiered rate structure, if any, is set forth in Exhibit C. Exhibit C may be modified, revised or deleted periodically by Arby's as necessary to reflect changes to the rate structure established by AFA Service Corporation (or its successor) or Arby's, as the case may be, without notice to Franchisee.

10:3:2 DESIGNATION OF OTHER SERVICE ORGANIZATION BY FRANCHISEE

In the event that membership in AFA Service Corporation (or its successor) is not compulsory, Franchisee may designate the service organization, if any, to which said Advertising and Marketing Service Fee will be paid so long as franchisees of at least sixty-five percent (65.0%) of the then franchised Restaurants, but not less than two hundred (200) franchised Restaurants, agree on and designate the same service organization. Such designation shall be made on or before the thirty-first (31st) day of July, following the date that membership in AFA Service Corporation (or its successor) is not compulsory, to take effect fifteen (15) months following said July 31 and to be effective for a period of twelve (12) months thereafter. A similar designation shall be made each year prior to July 31. Withdrawal from the designated organization shall require not less than fifteen (15) months' notice prior to the expiration of any successive twelve (12) month period.

10:3:3 DESIGNATION OF OTHER SERVICE ORGANIZATION OR ASSUMPTION OF RESPONSIBILITY BY ARBY'S

In the event that membership in AFA Service Corporation (or its successor) is not compulsory, and Franchisee fails to designate the service organization to which the aforesaid Advertising and Marketing Service Fee is to be paid, or does make such designation but the same is not supported by the requisite number of franchised Restaurants, then Arby's, in its sole judgment, may either designate the organization to which said Advertising and Marketing Service Fee will be paid thereafter or elect to retain said Advertising and Marketing Service Fee and itself furnish the services described in Article 10:2:2.

10:4 USE OF PHOTOGRAPHS

Arby's shall have the right to take and use photographs of Franchisee's facilities in any of Arby's publicity or advertising, without charge therefore, and Franchisee shall cooperate in obtaining such photographs and the consent of any persons photographed.

ARTICLE 11: <u>TRADEMARK STANDARDS</u>

11:1 TITLE

Franchisee acknowledges that Arby's IP Holder, LLC is the sole owner of the Trademarks, and of all the goodwill relating thereto, and that the same shall at all times be and remain the sole and exclusive property of Arby's IP Holder, LLC (or its successors or assigns). Franchisee also acknowledges that Franchisee, by reason of this Franchise Agreement or otherwise, has not acquired any right, title, interest or claim of ownership in the Trademarks. The use by Franchisee of the Trademarks and any and all goodwill arising from such use shall inure solely to the benefit of Arby's IP Holder, LLC (or its successors or assigns) and shall be deemed to be the sole property of Arby's IP Holder, LLC (or its successors or assigns) in the event of the expiration or termination of this Franchise Agreement for any reason. Upon expiration or termination of this Franchise Agreement for any reason, any and all rights in and to any of the Trademarks granted to Franchisee hereunder shall terminate automatically. Franchisee at no time will contest (or assist anyone else in contesting) ownership of the Trademarks or the rights or goodwill associated with them. Nothing contained in this Franchise Agreement shall be construed to prevent Arby's from licensing any other person or entity to use the Trademarks anywhere outside of the Protected Area described in Article 1:2 above. Franchisee shall execute and deliver any agreement or instruments, as may be required by Arby's in connection with Franchisee's use of the Trademarks, and Franchisee shall comply with all procedures and cooperate in all filings that may be necessary or desirable to preserve and protect the interest of Arby's in the Trademarks or other marks.

11:2 USE OF TRADEMARKS

Unless previously approved in writing by Arby's, Franchisee shall not use any other mark or name alone or in connection with the Trademarks in the operation of the Franchised Business and shall not permit the name "Arby's" or any of the Trademarks to be used by others. In addition, Franchisee shall not display any sign, use any advertising materials or media, or engage in any advertising or promotional programs or activities using the Trademarks that may adversely affect Arby's or be detrimental to its good name and reputation, or adversely affect any other businesses licensed or franchised by Arby's. Franchisee shall not do anything in any way, directly or indirectly, at any time during the term of this Franchise Agreement or thereafter, to infringe upon, impair, harm or contest Arby's IP Holder, LLC's and/or Arby's rights, title and interest in or to the Trademarks.

11:2:1 ADVERTISING

If Arby's determines in its sole judgment that any advertising or promotional programs or activities or materials related thereto used or planned by Franchisee are directly or indirectly injurious or prejudicial to Arby's or any of its franchisees or violate this Article 11, Franchisee shall cease using such marketing, advertising or promotional materials, programs or activities immediately upon notification from Arby's.

11:2:2 PRIOR APPROVAL

Arby's shall have the right to require Franchisee, upon notice from Arby's, to submit all marketing, advertising or promotional programs, materials or activities to Arby's for approval prior to use.

11:3 USE OF TRADEMARKS IN BUSINESS NAME

Franchisee shall not use the Trademarks or any other trademarks, service marks or trade names confusingly similar thereto in its corporate, partnership or other business name.

11:4 TRADEMARK INFRINGEMENT

Franchisee shall give notice in writing to Arby's of any infringement of the Trademarks or misappropriation of any rights of Arby's IP Holder, LLC and/or Arby's which shall come to Franchisee's attention or knowledge at any time and, when requested, shall cooperate with Arby's IP Holder, LLC and/or Arby's in stopping any such infringement or misappropriation. Arby's IP Holder, LLC and/or Arby's shall decide the need for instituting legal action with respect to any infringement that may occur, and the cost of any such litigation shall be paid by Arby's IP Holder, LLC and/or Arby's. No legal action for infringement or unfair competition relative to any proprietary rights of Arby's IP Holder, LLC and/or Arby's may be taken or defended by Franchisee without the consent of Arby's IP Holder, LLC and/or Arby's, and Arby's IP Holder, LLC and Arby's alone shall have the right to control and direct any such action or defense.

ARTICLE 12: FRANCHISEE'S FINANCIAL RESPONSIBILITIES

12:1 FRANCHISEE AN INDEPENDENT BUSINESS ENTITY

Franchisee at all times shall be a separate and independent business entity, and neither Franchisee nor any of its employees, agents, or representatives, expressly or by implication, shall be deemed to be an employee, agent, joint venturer, partner or representative of Arby's, or in a fiduciary relationship with Arby's, or be authorized or empowered to create any claim, debt or obligation on behalf of Arby's or in any way bind Arby's. Arby's may require Franchisee to display public signs indicating that it is an independent business entity and/or may require Franchisee to give such notification in all of its letters, stationery and business forms.

12:2 ARBY'S NOT GUARANTOR

Franchisee assumes sole responsibility for the operation of the Franchised Business and acknowledges that, while Arby's may furnish advice and assistance to Franchisee from time to time during the term of this Franchise Agreement, Arby's has no legal or other obligation to do so. In addition, Franchisee acknowledges that Arby's does not guarantee the success or profitability of the Franchised Business in any manner whatsoever and shall not be liable therefor: in particular, Franchisee understands and acknowledges that the success and profitability of the Franchised Business depends on many factors outside the control of either Arby's or Franchisee (such as interest rates, unemployment rates, demographic trends, competition and the general economic climate), but principally depends on Franchisee's efforts in the operation of the Franchised Business.

12:3 PAYMENT OF OBLIGATIONS

Franchisee shall pay and discharge promptly all assessments, penalties, and interest which may be assessed against the Franchised Business or any of the assets thereof, all liens and encumbrances of every kind and nature which may be placed against the Franchised Business and any of the assets thereof, and all undisputed accounts and debts of every kind which may be incurred in the operation of the Franchised Business. Arby's will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon Franchisee or the Franchised Business, due to the business Franchisee conducts (except for Arby's income taxes). Franchisee also must pay Arby's or applicable affiliates of Arby's within ten (10) calendar days after demand: (i) all sales taxes, corporate taxes, trademark license taxes, and any like taxes imposed on, required to be collected by, or paid by Arby's on account of products or services Arby's furnishes to Franchisee, through sale, lease, or otherwise, or on account of Arby's collection of any fee related to this Franchise Agreement; (ii) all franchise or other taxes, whether based on gross receipts, gross revenues, franchise fees, royalties, Advertising and Marketing Service Fees, or otherwise, imposed on, required to be collected by, or paid by Arby's, particularly on account of either Franchisee's operation or payments Franchisee makes to Arby's (except for Arby's income taxes); and (iii) all other amounts Arby's pays or must pay for Franchisee for any reason.

12:4 INSURANCE

Franchisee shall obtain and thereafter keep in full force and effect at Franchisee's expense, commercial general liability insurance, covering the Franchised Business and the Franchised Premises, naming Arby's and the other Indemnitees (as such term is defined in Article 12:5 of this Franchise Agreement) as additional insureds, and provide Arby's with a certificate of such insurance, and all renewals thereof. Insurance shall be placed with a responsible insurance company licensed to do business in the state in which the Franchised Premises are located and having an A.M. Best's insurance rating of at least "A-" with a FSC (Financial Size Category) of at least "X". Franchisee's choice of an insurance company is subject to prior approval by Arby's. The policy shall provide coverage on an occurrence basis for personal injury, bodily injury, property damage, products liability and contractual liability in an amount not less than One Million Dollars ($1,000,000.00) per occurrence. Arby's shall have the right, at any time during the term of this Franchise Agreement upon notice to Franchisee, to increase the minimum amount of insurance required to be carried by Franchisee hereunder. The policy shall provide that it will not be cancelled or materially altered without the insurance company first giving Arby's notice at least ten (10) calendar days before any such cancellation or alteration shall become effective. Proof that all of the above requirements have been met must be sent to Arby's before Franchisee may open the Franchised Business. If the insurance policy's term is shorter than the term of this Franchise Agreement, proof of renewal of the policy must be sent to Arby's ten (10) calendar days before the policy's expiration date. If Franchisee shall fail to comply with any of the requirements of this Article 12:4, and after notice has been given by Arby's to Franchisee, Arby's may obtain such insurance and Franchisee shall pay Arby's the cost thereof plus a reasonable administrative fee designated by Arby's.

12:5 INDEMNIFYING ARBY'S

Franchisee shall protect, defend, indemnify and save and hold Arby's and its parent, affiliated and subsidiary companies, and their permitted successors and assigns, and each of their respective officers, directors, shareholders, members, managers, attorneys, employees, agents, lenders, insurers and representatives, and AFA Service Corporation so long as membership in such entity remains compulsory (the foregoing entities and persons referred to collectively as the "Indemnitees") harmless from and against any and all fines, claims, costs, expenses (including attorney's fees and court costs), demands, damages, actions, causes of action and other liabilities of every kind and nature arising or resulting directly or indirectly from the (i) operation of the Franchised Business (including the use of products or materials specified or approved by Arby's), (ii) construction or occupancy of the Franchised Premises, (iii) use or operation of any fixtures and equipment, (iv) sale of any products, (v) Franchisee's noncompliance or alleged noncompliance with any law, ordinance, rule, or regulation, including any allegation that Arby's or any Indemnitee is a joint employer or otherwise responsible for Franchisee's acts or omissions relating to Franchisee's employees, or (vi) this Franchise Agreement. Franchisee shall notify Arby's of any and all such matters as soon as Franchisee becomes aware of them. Unless otherwise required by any applicable insurance contract, Arby's shall have the exclusive right to control and direct the legal activities associated with any such action through counsel retained and compensated by it if that action is deemed by Arby's in its sole judgment to be potentially damaging to other franchisees, other franchised Restaurants, or the Arby's System, its business, public image or goodwill generally.

ARTICLE 13: <u>FRANCHISEE COVENANTS</u>

13:1 COVENANT NOT TO COMPETE

Franchisee covenants that, during the term of this Franchise Agreement, and also for a period of twelve (12) months after termination of this Franchise Agreement for any reason, and in addition to and not as a limitation of any other restriction upon Franchisee contained herein, neither Franchisee, nor any Guarantor, nor any general partner of Franchisee if Franchisee is a partnership, nor any shareholder, limited partner, member or other equity owner holding at least a fifteen percent (15.0%) interest in Franchisee, shall, without prior written permission of Arby's, either directly or indirectly, for himself or on behalf of or in conjunction with any other person or entity, engage or be engaged in any capacity in, operate, manage or have a fifteen percent (15.0%) or greater interest in any business offering roast beef sandwiches for sale to consumers and located within the Protected Area for Franchisee's Restaurant as specified in the Contract Data Schedule.

13:2 COVENANT AGAINST DISCLOSURE

At all times both during the term of this Franchise Agreement and after expiration or earlier termination of this Franchise Agreement for any reason, and in addition to and not as a limitation of any other restriction upon Franchisee contained herein, Franchisee (and its directors, officers, employees, representatives, shareholders, members, partners or other equity owners, and any Guarantors) shall not divulge, disclose or otherwise communicate, either directly or indirectly, to any other person or entity any information concerning the Licensed Know-How or matters set forth in the Manual except as required in connection with the operation of the Franchised Business or Franchisee's other Arby's Restaurants for which valid license or franchise agreements with Arby's or one of its affiliates are in existence, and will take reasonable measures to protect the confidentiality thereof. Franchisee acknowledges and agrees that the Licensed Know-How contains certain confidential information, some of which constitutes trade secrets under applicable law, including, without limitation, site selection criteria, specifications for products, training and operations materials, manuals, and software, marketing and advertising programs and materials for Arby's Restaurants, graphic designs and related intellectual property, identity of suppliers to the System, methods, standards, specifications, systems, procedures, product preparation techniques, and knowledge of the operating results and financial performance of Restaurants.

13:3 ARBY'S REMEDIES

Arby's shall have the right to injunctive relief to enforce the covenants set forth above in addition to any other relief to which it may be entitled at law or in equity. Franchisee understands and acknowledges the difficulty of ascertaining monetary damages and the irreparable harm that would result from breach of these covenants. It is the intention of the parties that the covenants set forth in this Article 13 be enforceable to the fullest extent permitted by law. Accordingly, and without limiting the provisions of Article 19, if any court or other competent authority having jurisdiction over this Article 13 determines that any provision of this Article 13 is unenforceable because of its duration or scope, each such provision will be deemed separate and severable so that the court or other competent authority will have the power to reduce its duration and/or scope such that, in its reduced form, the provision and all other provisions of this Article 13 will then be enforceable to the fullest extent permitted by law.

ARTICLE 14: <u>DURATION AND NEW FRANCHISE AGREEMENT</u>

14:1 TERM

Unless otherwise terminated by Arby's, the term of this Franchise Agreement shall be the term set forth in the Contract Data Schedule.

14:2 OPTION TO OBTAIN SUCCESSOR FRANCHISE AGREEMENT

Franchisee shall have, exercisable on the expiration date of the term of this Franchise Agreement, an option to obtain a successor Arby's Franchise Agreement (herein a "Successor Franchise Agreement"), provided that:

A: Franchisee at the expiration date of this Franchise Agreement and within twelve (12) months prior thereto shall not be or have been in default in the performance of any material obligation under this Franchise Agreement;

B: Notwithstanding Article 5:3, and unless otherwise established by a successor franchise remodeling policy adopted by Arby's and then in effect, Franchisee has remodeled the Franchised Premises, including building, signs, equipment, furnishings and decor, so as to reflect the then current image for new Arby's Restaurants;

C: Franchisee shall have made written application to Arby's for such Successor Franchise Agreement at least six (6) months, but no more than nine (9) months, prior to the expiration date and shall have executed and returned to Arby's for final approval and execution, the Successor Franchise Agreement at least thirty (30) calendar days prior to the expiration date. The Successor Franchise Agreement to be issued to Franchisee shall be the Arby's standard form Franchise Agreement (including Arby's then current Guaranty Agreement) then current as of the date that Franchisee delivers its written application for such Successor Franchise Agreement and may contain terms and conditions substantially different from those contained herein, including without limitation different and/or increased fees and required advertising contributions, duration and renewal or successor franchise terms. The current standard form Guaranty Agreement is set forth in Exhibit B. Exhibit B may be modified, revised or deleted periodically by Arby's in its sole judgment without written notice to Franchisee;

D: In lieu of the Franchise Fee specified in the Successor Franchise Agreement, Franchisee has tendered to Arby's 180 days prior to the expiration date of this Franchise Agreement, an administrative fee equal to ten percent (10%) of the then applicable standard Franchise Fee (excluding the impact of any discounts or promotions, including any development incentive programs, that may be available);

E: Franchisee and any Guarantors shall have executed a general release, in a form prescribed by Arby's, of any and all claims against Arby's and its affiliates, and their respective officers, directors, agents, and employees; and

F: Franchisee shall have complied with Arby's then current training requirements and all other conditions required of franchisees renewing their agreements or obtaining successor franchise agreements at that time.

Notwithstanding the foregoing, in no event will Arby's be required to grant Franchisee a Successor Franchise Agreement for a term that exceeds the period of time that Franchisee is entitled to maintain possession of the Franchised Premises.

ARTICLE 15: <u>DEFAULT AND TERMINATION</u>

15:1 BY ARBY'S

15:1:1 AUTOMATIC TERMINATION WITHOUT NOTICE

At any time during the term of this Franchise Agreement, this Franchise Agreement shall terminate automatically, without any notice or action required by Arby's: upon the insolvency of Franchisee or, unless otherwise prohibited by law, upon the filing by Franchisee of any proceedings under the Bankruptcy Act or any Chapter thereof or Amendment thereto, or any similar state insolvency act; upon the filing of an involuntary petition against Franchisee under any such laws that is not dismissed within thirty (30) calendar days after filing; if Franchisee shall make a general assignment for the benefit of creditors; if a receiver shall be appointed by any court for Franchisee; if within thirty (30) calendar days after any execution, attachment or other creditor's process shall issue against Franchisee or any of Franchisee's assets, the same shall not be released and discharged before the expiration of such thirty (30) calendar day period; or if Franchisee assigns or transfers or attempts to assign or transfer any interest in the Franchised Business or this Franchise Agreement without prior written approval from Arby's or if the requirements of Article 16 otherwise are violated.

15:1:2 IMMEDIATE TERMINATION UPON NOTICE

At any time during the term of this Franchise Agreement, this Franchise Agreement shall terminate upon Arby's giving notice to Franchisee in accordance with the terms of Article 18 of this Franchise Agreement: if Franchisee's right of possession of the Franchised Premises shall be terminated at any time for any cause whatsoever, except as provided in Article 16:5 below; if Franchisee violates or is convicted of or pleads guilty or no contest to violating any state or federal law or any administrative regulation applicable to the operation of the Franchised Business; if Franchisee fails to submit any information when requested to do so or submits false or misleading information (this applies without limitation to the information submitted in connection with this Franchise Agreement and to monthly sales reports); if Franchisee duplicates any portion of the Arby's System or Licensed Know-How in any foodservice outlet not franchised by Arby's; if Franchisee violates any of the covenants in Article 13; if Franchisee denies or obstructs or restricts Arby's right to inspect the Franchised Business, receive samples for testing or examine any of the Franchisee's business records; if Franchisee discontinues or abandons operation of the Franchised Business or Franchisee loses the right to occupy the Franchised Premises; if Franchisee has committed two (2) or more monetary defaults under this Franchise Agreement during any consecutive twelve (12) month period and received from Arby's notices of default for such monetary defaults (whether or not the monetary defaults relate to the same or to different provisions of this Franchise Agreement and whether or not the monetary defaults were ever cured); or if, in Arby's reasonable judgment, the continued operation of the Franchised Business will result in imminent danger to public health or safety.

15:1:3 TERMINATION UPON NOTICE AND FAILURE TO CURE NON-MONETARY DEFAULT

At any time during the term of this Franchise Agreement, this Franchise Agreement shall terminate upon Franchisee's failure to commence cure immediately after notice by Arby's in accordance with the terms of Article 18 of this Franchise Agreement or upon failure to cure fully to Arby's satisfaction within thirty (30) calendar days after such notice: if Franchisee fails at any time to fully comply with any clause of this Franchise Agreement or fails to operate the Franchised Business strictly in accordance with the Manual; or if Franchisee acts in any way that damages or reflects unfavorably upon Franchisee's business, the business of other Arby's franchisees, or the Arby's System generally.

15:1:4 TERMINATION: DELINQUENT ROYALTIES AND OTHER CHARGES

At any time during the term of this Franchise Agreement, this Franchise Agreement shall terminate upon Arby's giving notice thereof to Franchisee in accordance with the terms of Article 18 of this Franchise Agreement, in the event Franchisee shall default in prompt and full payment of the royalties or any other sums or charges payable hereunder, and shall fail or refuse for any reason to cure such default within ten (10) calendar days after Arby's gives notice thereof to Franchisee and demands payment.

15:1:5 TERMINATION: CASUALTY

At any time during the term of this Franchise Agreement, this Franchise Agreement shall terminate upon Arby's giving notice thereof to Franchisee in accordance with the terms of Article 18 of this Franchise Agreement, in the event the Franchised Premises shall be rendered inoperable by any casualty and Franchisee shall not restore the Franchised Premises to full operation within a reasonable period of time, but not more than one hundred eighty (180) calendar days from the date of such casualty loss, except as provided in Article 16:5 below.

15:1:6 STATUTORY CURE PERIOD

If a default is curable under this Franchise Agreement, and the applicable law in the state in which the Franchised Premises is located requires a longer cure period than that specified in this Franchise Agreement, the longer period will apply.

15:2 NON-WAIVER OF RIGHTS

The waiver by Arby's of any particular default by Franchisee hereunder shall not be deemed to be a waiver of, nor affect or impair, Arby's rights in respect of any subsequent default of the same or of a different nature. Any delay, forbearance or omission by Arby's to act or to give notice of default or to exercise any power or right arising by reason of such default hereunder shall not be deemed to be a waiver by Arby's of any right hereunder or of the right subsequently to give notice of such default and shall not affect or impair Arby's rights hereunder concerning such default or any subsequent breach or default.

15:3 TERMINATION OF RIGHTS

Upon expiration or earlier termination of this Franchise Agreement for any reason, all of Franchisee's rights and privileges hereunder shall cease immediately and Franchisee shall immediately cease operating or using, or permitting to be used or operated, anywhere in any manner, and whether directly or indirectly: (a) the Trademarks or other indicia, trade dress, or distinguishing features of an Arby's Restaurant for any purpose or any trade name or commercial symbol indicating or suggesting an association with Arby's; (b) all marketing, advertising and promotional programs, materials or activities, menu boards, signs, supplies, uniforms or other items bearing the Trademarks; (c) the Licensed Know-How; (d) the Manual; and (e) Arby's exterior building design. Upon such expiration or earlier termination for any reason, Franchisee will immediately return the Manual to Arby's and Franchisee immediately will, to the extent Arby's does not exercise any of its rights in Article 15:5 below, make such modifications or alterations to the premises of the Franchised Business as may be necessary to distinguish the appearance of said Franchised Premises from that of other Restaurants in the Arby's System, including, without limitation, removal of all signs, menu boards, distinctive Arby's designs, and trade dress, and will make such specific additional changes thereto as Arby's may require for that purpose. In the event Franchisee fails or refuses to comply with the requirements of this Article 15:3, Arby's will have the right to enter upon the Franchised Premises without being guilty of trespass or any other tort, and without liability to Franchisee or the landlord, or any third party, for the purpose of making or causing to be made such changes as may be required to comply with this Article, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

15:4 INJUNCTIVE RELIEF AND RECOVERY COSTS

In addition to the right to terminate this Franchise Agreement, Arby's shall have all other rights and remedies at law and in equity for breach by Franchisee of the terms and conditions of this Franchise Agreement, including the right to injunctive relief for any violation, or attempted or threatened violation, of any such terms and conditions. Franchisee shall reimburse Arby's for its costs and expenses, including reasonable attorneys' fees, incurred in the exercise of Arby's rights and remedies under this Franchise Agreement.

15:5 ARBY'S OPTION TO CURE

In addition to all the remedies provided elsewhere in this Franchise Agreement or at law or by statute for Franchisee's default or breach of this Franchise Agreement, Arby's also has the following remedies:

15:5:1 Arby's shall have the right, but not the obligation, at its election, and in addition to all other remedies, to cure at Franchisee's expense, any default by Franchisee under any lease or sublease for the Franchised Premises or under any agreement pertaining to the lease or rental of, or payment of indebtedness on, any assets of the Franchised Business including fixtures, equipment or other personal property used by Franchisee in the Franchised Business. In such event, Franchisee shall pay Arby's any such payments made pursuant hereto, together with interest thereon as provided in Article 3:1:2 above.

15:5:2 If Arby's believes a condition of the Franchised Premises or any product sold in the Franchised Business poses a threat to the health or safety of any customers, employees or other persons, Arby's has the right, but not the obligation, to take such action as it deems necessary to protect such individuals and the goodwill associated with the Trademarks and System. Such actions may include any or all of the following: Arby's may require Franchisee to close and suspend operation of the Franchised Business and correct such conditions; Arby's may immediately remove or destroy any products that Arby's suspects are causing such threat; and if Franchisee fails to correct the threat on demand or within another time period set by Arby's, then Arby's or contractors retained by Arby's may enter the Franchised Business without being guilty of, or liable for, trespass or tort, and correct the condition. Franchisee is solely responsible for all losses and expenses incurred in complying with the provisions herein. Further, if Franchisee should discover a threat as described above, Franchisee agrees to notify Arby's immediately.

ARTICLE 16: SALE OF BUSINESS OR TRANSFER OF FRANCHISE AGREEMENT

16:1 SALE OR TRANSFER RESTRICTED

Franchisee shall not sell, assign, transfer or pledge this Franchise Agreement, or any interest herein, or the Franchised Business or any substantial portion of the assets thereof, in any manner, nor permit the Franchised Business to be operated, managed, directed or controlled, directly or indirectly, by any person or entity other than Franchisee, without the prior written approval of Arby's, except as otherwise provided in this Article. Franchisee shall not cause or permit any change to be made in its legal composition, admit any additional partner, member or other equity owner, issue or allow to be sold, transferred, pledged or assigned, any shares of its stock or any partnership interests, membership interests or other form of equity interests after execution of this Franchise Agreement, without the prior written approval of Arby's.

16:2 APPROVAL BY ARBY'S

Arby's will not unreasonably withhold its approval under this Article 16 if: (i) the prospective new partner, member, shareholder, equity owner or transferee shall be of good character and reputation and shall have a good credit rating and competent business experience, education and other qualifications acceptable to Arby's; (ii) the prospective new partner, member, shareholder, equity owner or transferee shall execute an appropriate assignment of this Franchise Agreement (and, if applicable, covenant not to compete) with Arby's on the standard forms then being used by Arby's, provided that if the requested transfer involves fifty percent (50%) or more of the assets of the Franchised Business or fifty percent (50%) or more of the ownership interest of or in Franchisee (including step or related transfers occurring within twenty-four (24) months), Franchisee shall execute, in substitution for this Franchise Agreement, Arby's then current standard form Franchise Agreement (revised to provide for a royalty rate as specified in Article 3:1 of this Franchise Agreement) and other then current ancillary agreements (including Arby's then current Guaranty Agreement) as Arby's may require for a term expiring on the date of expiration of this Franchise Agreement, which substitute Franchise Agreement may contain terms and conditions substantially different from this Franchise Agreement; (iii) Franchisee shall have at that time fully paid or satisfied all of Franchisee's obligations to Arby's (and/or its affiliates), AFA Service Corporation (or its successor), any applicable local advertising cooperative, and any applicable purchasing cooperative for the Arby's system, including but not limited to royalty fees, Advertising and Marketing Service Fees, local advertising cooperative dues and payments, and any purchasing cooperative dues or assessments; (iv) the prospective new partner, member, shareholder, equity owner or transferee shall have satisfactorily completed any and all training requirements then prescribed by Arby's in its sole judgment, including but not limited to MTP as discussed in Article 6:2 above; (v) the transferee (if the sale, assignment or transfer is of this Franchise Agreement, or any interest herein, or the Franchised Business or any substantial portion of the assets thereof) or Franchisee (if the sale, assignment or transfer involves Franchisee's legal composition or shares of its stock, partnership interests, membership interests or other form of equity interests) agrees, within ninety (90) calendar days or another mutually-agreeable time after the transaction's closing, to correct any failure of the Franchised Premises (including, without limitation, any furniture, fixtures and equipment at the Franchised Premises) to comply with the requirements of the Manual; and (vi) the Franchisee, transferee, all Guarantors of the obligations of Franchisee, and all guarantors of the obligations of the transferees under this Franchise Agreement or any successor agreement shall have executed a general release, in a form satisfactory to Arby's, of any and all claims against Arby's, its affiliates and their respective past and present officers, directors, shareholders, partners, members or equity owners and employees, agents, successors and assigns, in their corporate and individual capacities, including without limitation, claims arising under federal, state, and local laws, rules, and ordinances, arising prior to the effective date of Arby's consent. In the event of an assignment or transfer of this Franchise Agreement or any interest herein which has been approved by Arby's, Franchisee (and its individual shareholders, partners, members, other equity owners, managers, officers and directors and each of them) shall nevertheless remain obligated under and subject to the restrictions contained in Article 13 above.

16:2:1 BONA FIDE OFFER

If in the event that any party holding any direct or indirect interest in this Agreement, in Franchisee, or in the Franchised Business (or the assets thereof) desires to accept any bona fide offer from a third party to purchase such interest ("Bona Fide Offeror"), Franchisee must notify Arby's, and shall promptly provide such information and documentation relating to the offer as Arby's may require to evaluate the proposed transaction and to determine the qualifications of the Bona Fide Offeror including, without limitation, details of the proposed sale's terms and the terms for the proposed purchase price. Arby's (or Arby's affiliated designee) shall have the right and option, exercisable within sixty (60) days after the earlier of (a) Arby's receiving a copy of a complete fully-signed purchase agreement (together with all schedules, exhibits, appendices, etc.) with the Bona Fide Offeror, or (b) Arby's receiving such written notification and all information that Arby's reasonably requests relating to Franchisee, the Bona Fide Offeror and the proposed transaction, to send written notice to the seller that Arby's (or Arby's affiliated designee) intends to purchase the seller's interest on the same terms and conditions offered by the Bona Fide Offeror. If Arby's (or Arby's affiliated designee) elects to purchase the seller's interest, and the seller agrees to the sale, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by Arby's. If Arby's elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from the Bona Fide Offeror shall constitute a new offer subject to the same right of first refusal by Arby's as in the case of the Bona Fide Offeror's initial offer (minor non-economic changes to the offer shall not constitute a new offer and shall be subject to the notice period of the initial offer). Neither the grant of this right nor the failure of Arby's to exercise it will affect or limit in any way the requirement of Arby's prior written approval of such transaction as provided in this Article or the automatic termination of this Franchise Agreement in the event of any unauthorized attempted transfer. In the event the consideration offered by the Bona Fide Offeror includes non-cash components (including, without limitation, a tax benefit) that Arby's (or Arby's affiliated designee) is not reasonably able to furnish, then Arby's (or Arby's affiliated designee) may substitute a reasonably equivalent amount of cash (as agreed upon by the parties) in lieu of such non-cash components (including any such tax benefit). If the parties cannot agree within thirty (30) days on the reasonably equivalent amount of cash to substitute for such non-cash components (including any such tax benefit), then an independent appraiser shall be designated by Arby's (or Arby's affiliated designee) at its expense, and the seller shall have the option of accepting the appraiser's determination or choosing not to proceed with the sale to either the Bona Fide Offeror or to Arby's (or Arby's affiliated designee). Further, Arby's must receive, and Franchisee and its owners must make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in an entity, as applicable, including, without limitation, representations and warranties regarding: ownership and condition of and title to ownership interests and/or assets; liens and encumbrances relating to ownership interests and/or assets; validity of contracts; and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased. If Arby's exercises its right of first refusal, Franchisee and its selling owner(s) agree that, for two (2) years beginning on the closing date, Franchisee and they will be bound by the non-competition covenant contained in Article 13:1. The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Article 16:2 and therefore could not proceed. The right of first refusal granted to Arby's pursuant to this Article 16:2:1 shall not apply if the Bona Fide Offeror is a "pre-qualified buyer" who satisfies the following criteria: (i) the Bona Fide Offeror satisfies the then current criteria Arby's uses to evaluate prospective purchasers of Arby's franchises; (ii) through one or more controlled affiliates, the Bona Fide Offeror owns and operates no less than five (5) Arby's Restaurants and the franchisee of each such Arby's Restaurant (a) is in material compliance with the terms of the Arby's franchise agreement governing the operation of each such Arby's Restaurant and (b) within the preceding twelve (12) months has not been in default in the performance of any material obligation under the Arby's franchise agreement governing the operation of each such Arby's Restaurant; (iii) neither the Bona Fide Offeror nor any of its affiliates is in default of any lease or sub-lease with Arby's or any of its affiliates; (iv) there are no litigation, arbitration or other legal proceedings pending between the Bona Fide Offeror or any of its affiliates and Arby's or any of its affiliates; (v) the Bona Fide Offeror provides Arby's with a business plan which establishes the ability (including the necessary infrastructure and management resources) for the Bona Fide Offeror to operate the Franchised Business, taking into consideration its other business endeavors and any other businesses (including other Arby's Restaurants) to be acquired in connection with the Franchised Business; and (vi) neither the Bona Fide Offeror nor any of its affiliates owns or operates, directly or indirectly, a restaurant or store that offers roast beef sandwiches other than Arby's Restaurants. If the Bona Fide Offeror qualifies as a pre-qualified buyer, then Arby's will not unreasonably withhold, delay or condition its approval (pursuant to Article 16:2) of the Bona Fide Offeror's purchase of such direct or indirect interest in this Agreement, in Franchisee, or in the Franchised Business.

16:3 SALE OR TRANSFER TO FAMILY MEMBERS

The restrictions imposed by Article 16:1 above shall not be applicable to the sale, assignment, transfer or pledge of less than majority control of the Franchised Business or less than fifty percent (50%) of the assets thereof to Franchisee's spouse, parent, sibling or child so long as such transferee is 21 years of age or older at the time of the transfer, or to a trust established for the benefit of Franchisee and/or Franchisee's spouse, parent, sibling or child so long as the operative trust documents at all times provide that the trust shall remain in effect, and the assets thereof not sold, transferred, assigned or surrendered to any beneficiary or beneficiaries until each such beneficiary or beneficiaries attain the age of 21.

16:4 ASSIGNMENT TO LENDING INSTITUTIONS

Arby's will not require approval of the assignment, transfer or pledge of all or any part of the assets of the Franchised Business, excluding this Franchise Agreement, to banks or other lending institutions as collateral security for loans made directly to or for the benefit of the Franchised Business. However, such approval will be required for any proposed assignment or pledge of this Franchise Agreement or any direct or indirect interest in this Franchise Agreement, which approval, if granted, will not permit further transfers or assignments of this Franchise Agreement or any direct or indirect interest in this Franchise Agreement without compliance by the transferee or assignee with the provisions of Article 16:2 above.

16:5 CASUALTY OR LOSS

Notwithstanding any other provisions herein to the contrary, Franchisee shall have the right to transfer this Franchise Agreement from the Franchised Premises to a new location in the event the Franchised Premises shall be rendered inoperable by any casualty, or the Franchised Premises shall be taken in condemnation or by eminent domain, or the principal highway access to the Franchised Premises shall be terminated or so changed as to substantially reduce access to the Franchised Premises, provided Franchisee notified Arby's thereof within thirty (30) calendar days of the occurrence of any of the foregoing events, Franchisee obtains a new location for the Franchised Business within twelve (12) months of such occurrence, such new location is approved in writing in advance by Arby's, and Franchisee removes the Trademarks or other indicia, trade dress, or distinguishing features of an Arby's Restaurant, and all signage so that the abandoned premises do not resemble an Arby's Restaurant.

16:6 TRANSFER FEE

For all transfers, sales, assignments or pledges that require Arby's approval under this Article, there shall be a non-refundable fee of Two Thousand Five Hundred Dollars ($2,500), except that if the proposed transferee is not a party, or does not hold a controlling interest in a party, to any previous license or franchise agreement with Arby's and this is the first Franchise Agreement to be transferred to the transferee, then the fee shall be Seventeen Thousand Five Hundred Dollars ($17,500). This fee shall be paid upon submission of the request for approval, and no approval shall be given until the fee is paid. Arby's may in its sole judgment agree to waive part of the fee if a substantial number of Restaurants are sold, transferred or assigned as part of the same transaction.

ARTICLE 17: RIGHT TO USE MODIFICATIONS OR CHANGES

Arby's shall have a non-exclusive right to use and incorporate in its national System for its own and/or its other franchisee's benefit all or any part of any modifications, changes or improvements developed or discovered by Franchisee or Franchisee's employees or agents in the Franchised Business without any liability or obligation therefore to Franchisee or any other person or entity.

ARTICLE 18: NOTICE

All notices delivered pursuant to this Agreement shall be sent by nationally recognized overnight courier or certified mail to the physical addresses set forth in the Contract Data Schedule, or to such other physical addresses as Franchisee and Arby's provide each other in writing; provided, however, that Arby's may also send notice to Franchisee at the email address(es) set forth in the Contract Data Schedule, or such other email addresses as Franchisee may provide to Arby's in writing. All notices to Arby's shall be sent to Arby's "Attention: Legal Department."

ARTICLE 19: DIVISIBILITY OF PROVISIONS

The provisions of this Franchise Agreement are separate and severable, and the invalidity or unenforceability of any provision or provisions contained herein shall not in any way affect the validity or enforceability of any other provisions hereof, or the validity of this Franchise Agreement without the invalid or unenforceable provision or provisions; provided, however, that in the event any court or other competent authority should determine that any provision in this Franchise Agreement is not valid or enforceable as written, Franchisee and Arby's agree that such provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought unless in Arby's sole judgment the invalid or unenforceable provision is so crucial to the overall Franchise Agreement that no amendment is satisfactory, in which event Arby's at its election may terminate the Franchise Agreement upon payment to Franchisee of an amount equal to the applicable Franchise Fee without interest or penalty.

ARTICLE 20: FRANCHISEE'S ACKNOWLEDGEMENT

Franchisee understands and acknowledges that there are significant risks in any business venture and that the primary factor in Franchisee's success or failure in the Franchised Business will be Franchisee's own efforts. In addition, Franchisee acknowledges that Arby's and its representatives have made no representations to Franchisee other than or inconsistent with the matters set forth in the Franchise Disclosure Document provided to Franchisee and that Franchisee has undertaken this venture solely in reliance upon the matters set forth in the Franchise Disclosure Document and Franchisee's own independent investigation of the merits of this venture. Franchisee acknowledges that in all of their dealings with Franchisee, Arby's officers, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between Franchisee and them as a result of this Agreement are deemed to be only between Franchisee and Arby's.

ARTICLE 21: MISCELLANEOUS

21:1 BENEFIT/BINDING EFFECT

When executed by both parties, this Franchise Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

21:2 GOVERNING LAW

This Agreement, the franchise, and all claims arising from the relationship between Arby's and Franchisee shall be governed by the laws of the State of Georgia, without regard to its conflict of laws rules; provided, however, that any Georgia law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Article. This Article 21:2 does not apply to the interest charged on overdue payments, which shall be governed in accordance with Article 3:1:2 of this Agreement.

21:3 CHOICE OF FORUM AND WAIVER OF JURY TRIAL

The parties agree that to the extent any disputes arise that cannot be resolved directly between the parties, Franchisee shall file any suit against Arby's only in the federal or state court of general jurisdiction located closest to Arby's then current principal office. Arby's may file suit in the federal or state court of general jurisdiction located closest to Arby's then current principal office or in the jurisdiction where Franchisee resides or does business, or where the Franchised Premises are or were located or where the claim arose. Each party irrevocably submits to the jurisdiction of those courts and waives any objection such party may have to either the jurisdiction of or venue in those courts.

THE PARTIES AGREE IRREVOCABLY TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THEM.

21:4 EFFECTIVE DATE

The Effective Date of this Franchise Agreement for all purposes whatsoever (whether used for purposes of reference or computation herein or hereafter) shall be the date indicated on the first page of this Franchise Agreement.

21:5 TABLE OF CONTENTS AND CAPTIONS

The Table of Contents and captions of this Franchise Agreement are inserted only as a matter of convenience and for reference and in no way define, affect, limit or describe the scope or intent of this Franchise Agreement.

21:6 DELEGATION BY COMPANY

Franchisee agrees that Arby's shall have the right, from time to time, to delegate the performance of any portion or all of its obligations and duties under this Franchise Agreement to designees, whether the same are agents of Arby's or independent contractors with which Arby's has contracted to provide such services.

21:7 DEFINITION: TERMINATION OF AGREEMENT

Whenever used in this Franchise Agreement, the phrase "termination of this Franchise Agreement for any reason" includes without limitation termination, cancellation or expiration of this Franchise Agreement without issuance of a new Franchise Agreement.

21:8 ENTIRE AGREEMENT AND CONSTRUCTION

This Franchise Agreement, including the Contract Data Schedule and all attached Exhibits which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as expressly provided in this Franchise Agreement or the Franchise Disclosure Document, there are no oral or written representations by Arby's relating to the subject matter of this Agreement, the franchise relationship, or the Franchised Business (any understandings or agreements reached by Franchisee and Arby's, or any representations made by Arby's, before this Agreement are superseded by this Agreement). Arby's may rely on representations Franchisee made in its franchise application materials and any similar questionnaire Franchisee and/or its owners signed before signing this Agreement. This Agreement will not be modified except by a written document executed by both parties. This Agreement may be signed in multiple copies, each of which will be deemed an original.

21:9 JOINT AND SEVERAL OBLIGATION

If more than one person or entity is a named Franchisee under this Franchise Agreement, such persons' liability under this Franchise Agreement shall be deemed to be joint and several and all references in the Franchise Agreement to "Franchisee" shall include all Franchisees individually and collectively.

21:10 LIMITED LIABILITY FOR OUR RELATED PARTIES

Franchisee agrees that no past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Arby's will have any liability for: (i) any of Arby's obligations or liabilities relating to or arising from this Franchise Agreement; (ii) any claim against Arby's based on, in respect of, or by reason of, the relationship between Franchisee and Arby's; or (iii) any claim against Arby's based on any alleged unlawful act or omission of ours.

21:11 RESTRICTED PERSONS REPRESENTATIONS AND WARRANTIES

Franchisee represents and warrants to Arby's that, as of the date of this Franchise Agreement and at all times during the term hereof, and to Franchisee's actual or constructive knowledge, neither Franchisee, any affiliate of Franchisee, any individual or entity having a direct or indirect ownership interest in Franchisee or any such affiliate (including any shareholder, general partner, limited partner, member or any type of owner), any officer, director or management employee of any of the foregoing, nor any funding source Franchisee utilizes is or will be identified on the list of the U.S. Treasury's Office of Foreign Assets Control (OFAC); is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government or by any individual that is subject to an embargo imposed by the United States government; is acting on behalf of any country or individual that is subject to such an embargo; or, is involved in business arrangements or other transactions with any country or individual that is subject to an embargo. Franchisee agrees that Franchisee will immediately notify Arby's in writing immediately upon the occurrence of any event which would render the foregoing representations and warranties incorrect. Notwithstanding anything to the contrary in this Franchise Agreement, Franchisee may not allow, effect or sustain any transfer, assignment or other disposition of this Franchise Agreement to a "Specially Designated National or Blocked Person" (as defined below) or to an entity in which a Specially Designated National or Blocked Person has an interest. For the purposes of this Franchise Agreement, "Specially Designated National or Blocked Person" means: (i) a person or entity designated by OFAC (or any successor officer agency of the U.S. government) from time to time as a "specially designated national or blocked person" or similar status; (ii) a person or entity described in Section 1 of U.S. Executive Order 13224, issued on September 23, 2001; or, (iii) a person or entity otherwise identified by any government or legal authority as a person with whom Franchisee (or any of Franchisee's owners or affiliates) or Arby's (or any of its owners or affiliates) are prohibited from transacting business. Franchisee further agrees that Franchisee will not hire, retain, employ or otherwise engage the services of any individual or entity in contravention of the Patriot Act; any law, rule or regulation pertaining to immigration or terrorism; or, any other legally prohibited individual or entity.

21:12 CUMULATIVE RIGHTS

Arby's and Franchisee's rights under this Agreement are cumulative, and Arby's or Franchisee's exercise or enforcement of any right or remedy under this Agreement will not preclude the exercise or enforcement of any other right or remedy Arby's or Franchisee are entitled by law to enforce.

21:13 NO WAIVER OR DISCLAIMER OF RELIANCE IN CERTAIN STATES.

The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

No statement, questionnaire or acknowledgment signed or agreed by 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 Arby's, any franchise seller, or any other person acting on behalf of Arby's.

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

(Signature page on next page)

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the Effective Date.

ARBY'S FRANCHISOR, LLC, a Delaware limited liability company

By:___________________________________

Name: ________________________________

Title: Authorized Signatory

DATED:______________________________

FRANCHISEE

By: _________________________________

Name:________________________________

Title: _________________________________

DATED:_____________________________

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

Restaurant # ___________________
DA# ___________________

EXHIBIT A

STATEMENT OF LEGAL COMPOSITION

Franchisee hereby represents and warrants that the ownership and/or legal composition of Franchisee is as follows:

1. Please check one option: Individually Owned ☐, Corporation ☐, Sub-Chapter S Corporation ☐, Partnership ☐, or Limited Liability Company ☐.

2. Individual Name or Entity Name: ____

[Note to Drafter: #2 should indicate the individual or the franchisee entity that is being granted a franchise agreement.]

3. If Entity, duly organized on _____________________________________ and existing under the laws of the State of _________________

4. Principal Business Address (No P.O. Box #'s): ____

5. Owners:

Name	Address	Email Address	% Ownership & Title

6. The following Owner/Shareholder/Partner/Member will spend full time in active management:

Name	Address	Email Address	Title

_______________ _______________
Our Initials Your Initials

Date: _____________________________

EXHIBIT B

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given as of the Effective Date of the Agreement, by each of the undersigned parties.

A. In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (together with all amendments or modifications, the "Agreement") on this date by Arby's Franchisor, LLC ("Arby's"), each of the undersigned unconditionally (a) guarantees to Arby's and its successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that ______________________________ ("Franchisee") will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement; and (b) agrees to be bound by, and liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including, without limitation, the non-competition, confidentiality, and transfer requirements.

B. Each of the undersigned acknowledges that (a) he, she or it is either an owner (whether direct or indirect) of Franchisee or otherwise has a direct or indirect relationship with Franchisee or its affiliates; (b) he, she or it will benefit significantly from Arby's entering into the Agreement with Franchisee; and (c) Arby's would not enter into the Agreement unless each of the undersigned agrees to sign and comply with the terms of this Guaranty.

C. Each of the undersigned consents and agrees that: (a) his, her or its direct and immediate liability under this Guaranty will be joint and several, both with Franchisee and among other guarantors; (b) he, she or it will render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (c) this liability will not be contingent or conditioned upon Arby's pursuit of any remedies against Franchisee or any other person or entity; (d) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Arby's may from time to time grant to Franchisee or to any other person or entity, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including, without limitation, the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchisee or any of its owners or guarantors, and for so long as Arby's has any cause of action against Franchisee or any of its owners or guarantors; and (e) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement, and despite the transfer of any direct or indirect interest in the Agreement or Franchisee, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

D. Each of the undersigned waives: (a) all rights to payments and claims for reimbursement or subrogation that any of the undersigned may have against Franchisee arising as a result of the undersigned's execution of and performance under this Guaranty, for the express purpose that none of the undersigned shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Arby's; (b) all rights to require Arby's to proceed against Franchisee for any payment required under the Agreement, proceed against or exhaust any security from Franchisee, take any action to assist any of the undersigned in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including any legal or equitable relief, against Franchisee; (c) any benefit of, or any right to participate in, any security now or hereafter held by Arby's; and (d) acceptance and notice of acceptance by Arby's of his, her or its undertakings under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices and legal or equitable defenses to which he, she or it may be entitled. Arby's shall have no present or future duty or obligation to the undersigned under this Guaranty, and each of the undersigned waives any right to claim or assert any such duty or obligation, to discover or disclose to the undersigned any information, financial or otherwise, concerning Franchisee, any other guarantor, or any collateral securing any obligations of Franchisee to Arby's. Without affecting the obligations of the undersigned under this Guaranty, Arby's may, without notice to the undersigned, extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Agreement or any indebtedness or obligation of Franchisee, or settle, adjust, release, or compromise any claims against Franchisee or any other guarantor, make advances for the purpose of performing any obligations of Franchisee under the Agreement, and/or assign the Agreement or the right to receive any sum payable under the Agreement, and the undersigned each hereby jointly and severally waive notice of same. The undersigned expressly acknowledge that the obligations hereunder survive the expiration or termination of the Agreement.

E. In addition, the undersigned each waive any defense arising by reason of any of the following: (a) any disability, counterclaim, right of set-off or other defense of Franchisee, (b) any lack of authority of Franchisee with respect to the Agreement, (c) the cessation from any cause whatsoever of the liability of Franchisee, (d) any circumstance whereby the Agreement shall be void or voidable as against Franchisee or any of its creditors, including a trustee in bankruptcy of Franchisee, by reason of any fact or circumstance, (e) any event or circumstance that might otherwise constitute a legal or equitable discharge of the undersigned's obligations hereunder, except that the undersigned do not waive any defense arising from the due performance by Franchisee of the terms and conditions of the Agreement, (f) any right or claim of right to cause a marshaling of the assets of Franchisee or any other guarantor, and (g) any act or omission of Franchisee.

F. If Arby's is required to enforce this Guaranty in a judicial proceeding, and prevails in such proceeding, Arby's shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', 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 Arby's is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse Arby's for any of the above-listed costs and expenses it incurs.

G. Each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between Arby's and the undersigned, must be brought exclusively in the federal or state court of general jurisdiction located closest to our then current principal office at the time that the action is brought. Each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he, she or it might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Arby's may enforce this Guaranty and any judgments, orders, and awards in the courts of the state or states in which he, she or it is domiciled or has assets. **EACH OF THE UNDERSIGNED IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, ARISING UNDER OR RELATING TO THIS GUARANTY OR ITS ENFORCEMENT**.

(Signature page on next page)

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

GUARANTOR(S)

____
______________________________, individual

____
____________________________, individually

____
____________________________, individually

____
____________________________, individually

[Note to Drafter: For a corporate guarantor, remove "individually" and add the signatory's title and entity name.]

EXHIBIT C - MARKET TIERS

DMA Rate Sheet as of July 1, 2025							
Market	**%**	**Market**	**%**	**Market**	**%**	**Market**	**%**
Abilene	5.00%	Denver	5.00%	Lansing	4.24%	Roanoke	5.00%
Ada-Ardmore	5.00%	Des Moines	4.14%	Laredo	5.00%	Rochester	5.00%
Albany, GA	5.00%	Detroit	5.00%	Las Vegas	5.00%	Rochester-Mason City	4.19%
Albany, NY	5.00%	Dothan	5.00%	Lexington	3.22%	Rockford	5.00%
Albuquerque	5.00%	Duluth	4.16%	Lima	4.55%	Sacramento	5.00%
Alexandria	5.00%	El Paso	5.00%	Lincoln & Hastings	4.08%	Salisbury	5.00%
Alpena	5.00%	Elmira	5.00%	Little Rock	4.25%	Salt Lake City	3.22%
Amarillo	5.00%	Erie	5.00%	Los Angeles	5.00%	San Angelo	5.00%
Anchorage	4.19%	Eugene	5.00%	Louisville	3.22%	San Antonio	5.00%
Atlanta	5.00%	Eureka	5.00%	Lubbock	5.00%	San Diego	5.00%
Augusta	5.00%	Evansville	4.13%	Macon	5.00%	San Francisco	5.00%
Austin	5.00%	Fairbanks	5.00%	Madison	5.00%	Santa Barbara	5.00%
Bakersfield	5.00%	Fargo	5.00%	Mankato	5.00%	Savannah	5.00%
Baltimore	5.00%	Flint	3.22%	Marquette	5.00%	Seattle-Tacoma	5.00%
Bangor	5.00%	Florence-Myrtle Beach	5.00%	Medford	5.00%	Shreveport	5.00%
Baton Rouge	5.00%	Fresno	5.00%	Memphis	5.00%	Sioux City	5.00%
Beaumont	5.00%	Ft. Myers	5.00%	Meridian	5.00%	Sioux Falls (Mitchell)	4.17%
Beckley-Bluefield	5.00%	Ft. Smith	5.00%	Miami	5.00%	South Bend	3.22%
Bend	5.00%	Ft. Wayne	3.22%	Milwaukee	5.00%	Spokane	3.22%
Billings	5.00%	Glendive	5.00%	Minneapolis	4.11%	Springfield	4.16%
Biloxi	5.00%	Gainesville	5.00%	Minot	4.11%	Springfield-Holyoke	5.00%
Binghamton	5.00%	Grand Junction	5.00%	Missoula	5.00%	St. Joseph	5.00%
Birmingham	4.04%	Grand Rapids	3.22%	Mobile	5.00%	St. Louis	5.00%
Boise	5.00%	Great Falls	5.00%	Monroe	5.00%	Syracuse	5.00%
Boston	5.00%	Green Bay	4.08%	Monterey-Salinas	5.00%	Tallahassee	5.00%
Bowling Green	5.00%	Greensboro	3.22%	Montgomery	5.00%	Tampa	5.00%
Buffalo	5.00%	Greenville-New Bern	5.00%	Nashville	4.07%	Terre Haute	4.30%
Burlington-Plattsburgh	5.00%	Greenville-Spartanburg	4.17%	New Orleans	5.00%	Toledo	3.22%
Butte	5.00%	Greenwood-Greenville	5.00%	New York	5.00%	Topeka	5.00%
Casper	5.00%	Harlingen-Weslaco	5.00%	Norfolk	5.00%	Traverse City	5.00%
Cedar Rapids	4.10%	Harrisburg	5.00%	North Platte	5.00%	Tri-Cities: Tn-Va	5.00%
Champaign	3.22%	Harrisonburg	5.00%	Odessa	5.00%	Tucson (Nogales)	5.00%
Charleston	5.00%	Hartford-New Haven	5.00%	Oklahoma City	3.22%	Tulsa	3.22%

DMA Rate Sheet as of July 1, 2025							
Market	**%**	**Market**	**%**	**Market**	**%**	**Market**	**%**
Charleston-Huntington	3.22%	Hattiesburg-Laurel	5.00%	Omaha	4.14%	Twin Falls	5.00%
Charlotte	5.00%	Helena	5.00%	Orlando	5.00%	Tyler-Longview	5.00%
Charlottesville	5.00%	Honolulu	5.00%	Ottumwa	5.00%	Utica	5.00%
Chattanooga	4.05%	Houston	5.00%	Paducah	3.22%	Victoria	5.00%
Cheyenne	5.00%	Huntsville-Decatur	4.19%	Palm Springs	5.00%	Waco	5.00%
Chicago	5.00%	Idaho Falls	5.00%	Panama City	5.00%	Washington	5.00%
Chico-Redding	5.00%	Indianapolis	3.22%	Parkersburg	5.00%	Watertown	5.00%
Cincinnati	4.12%	Jackson Ms	5.00%	Peoria	4.25%	Wausau	4.04%
Clarksburg	5.00%	Jackson Tn	5.00%	Philadelphia	5.00%	West Palm Beach	5.00%
Cleveland	5.00%	Jacksonville	5.00%	Phoenix	5.00%	Wheeling	5.00%
Colorado Springs	5.00%	Johnstown	5.00%	Pittsburgh	5.00%	Wichita	3.22%
Columbia	5.00%	Jonesboro	5.00%	Portland	5.00%	Wichita Falls	5.00%
Columbia-Jefferson City	5.00%	Joplin	5.00%	Portland-Auburn	5.00%	Wilkes Barre	5.00%
Columbus, Ga	5.00%	Juneau	5.00%	Presque Isle	5.00%	Wilmington	5.00%
Columbus, Oh	4.28%	Kansas City	5.00%	Providence	5.00%	Yakima	5.00%
Columbus-Tupelo	5.00%	Knoxville	4.05%	Quincy	5.00%	Youngstown	4.12%
Corpus Christi	5.00%	La Crosse	5.00%	Raleigh-Durham	5.00%	Yuma	5.00%
Dallas	5.00%	Lafayette, In	3.22%	Rapid City	5.00%	Zanesville	4.28%
Davenport	5.00%	Lafayette, La	5.00%	Reno	5.00%		
Dayton	3.22%	Lake Charles	5.00%	Richmond	5.00%		

EXHIBIT D-1 TO THE ARBY'S FDD

INCENTIVE AMENDMENT TO THE FRANCHISE AGREEMENT

Restaurant # ____________
DA # ______________

2026 INCENTIVES AMENDMENT TO THE ARBY'S FRANCHISE AGREEMENT

This Incentives Amendment to the Franchise Agreement (the "Amendment") is made and entered into on ______________________ (the "Effective Date"), by and between Arby's Franchisor, LLC ("we," "us," or "our") and _______________________ ("you" or "your").

BACKGROUND

A. [*Note: Remove this provision if this Amendment is being signed in connection with the Relocation Incentive*] We and you or your affiliate signed that certain Development Agreement dated _________ (as amended, the "DA"), pursuant to which you or your affiliate agreed to sign a franchise agreement to operate the number of Arby's Restaurants identified in the DA within the Territory identified in the DA.

B. [*Note: Remove this provision if this Amendment is being signed in connection with the Relocation Incentive*] We and you signed that certain Franchise Agreement dated ____________ (the "Franchise Agreement"), pursuant to which you shall operate an Arby's Restaurant located at __________________________ (the "Restaurant"). Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

C. [*Note: Only include this provision is this Amendment is being signed in connection with the Relocation Incentive*] You and we are parties to that existing Arby's Franchise Agreement dated _____________ (as amended, the "Existing Franchise Agreement"), pursuant to which you have operated that certain Arby's Restaurant located at ______________________ (the "Existing Restaurant"). You have requested, and we have agreed to permit you to, relocate the Existing Restaurant to the following new address ______________________ (the "Relocated Restaurant"). Together with the execution of this Amendment, you and we are signing that certain Franchise Agreement dated as of the Effective Date (the "Franchise Agreement") for the operation of the Relocated Restaurant. Unless otherwise specified, all initial capitalized terms used but not defined in this Amendment shall have the meanings set forth in the Franchise Agreement.

D. We and you are signing this Amendment because we have committed, upon the satisfaction of certain conditions, to modify certain requirements under the Franchise Agreement to reflect incentives we currently offer or previously offered.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein and in the Franchise Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Standard Incentive**. [*Note: Only include if the franchisee qualifies for the Standard Incentive*] Under our "Standard" incentive, if (a) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the DA, (b) you open and begin operating the Restaurant in accordance with the DA and Franchise Agreement on or before the date identified as the "date by which the Restaurant must be opened and continuously operating for business in the Territory" in the Development Schedule (the "Opening Deadline"), (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the development and opening of the Restaurant in accordance with Section 9 of the DA, and (d) you build the Restaurant in the design, to the specifications, and at the location approved by us in accordance with the DA, then:

i. Initial Franchise Fee. We will waive the payment of the initial franchise fee under Article 2 of the Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (d) above, the Standard incentive program will not apply to the Restaurant and you must pay us an initial franchise fee equal to $37,500 no later than ten (10) days after receipt of written notice from Arby's describing your failure to comply with the Standard incentive program.

ii. Temporarily Reduced Royalty Fees. We will credit $7,500 toward the royalty owed under the Franchise Agreemen,t and the royalty will also be amended as set forth below:

Duration of Effective Royalty Fee	Effective Royalty Fee
Opening through Year 1	0.5%
Year 2 through Year 4	1.0%
Year 5	2.0%
Year 6 through remainder of the term*	4.0%

If the Restaurant opens by December 31, 2028, then no later than sixty (60) days after the fourth (4th) annual anniversary of the date you actually opened and commenced operations of the Restaurant, you must submit to us a report, in the format we reasonably specify, detailing the Restaurant's trailing-twelve-months' Gross Sales data (the "Gross Sales Report"). If the Gross Sales Report demonstrates that the Restaurant collected less than $1,300,000 during the reporting period, then you must (i) use your good faith efforts to increase your Gross Sales, and (ii) submit to us an updated Gross Sales Report (the "Updated Gross Sales Report") no later than sixty (60) days after the fifth (5th) annual anniversary of the date you actually opened and commenced operations of the Restaurant. If (x) you have complied with the conditions in (i) and (ii) above, and are throughout the term have been in substantial compliance with the Franchise Agreement, and (y) the Updated Gross Sales Report demonstrates that the Restaurant collected less than $1,300,000 during that subsequent reporting period, then the royalty will be further amended as set forth below:

Duration of Effective Royalty Fee	Effective Royalty Fee
Year 6 through Year 10	2.0%
Year 11 through remainder of the term	4.0%

iii. Temporarily Reduced Advertising and Marketing Service Fee. Notwithstanding Article 10:2:2 of the Franchise Agreement, the Advertising and Marketing Service Fee will be amended as set forth below; *provided*, however, the discounts described below are subject to the then-current minimum Advertising and Marketing Services Fee, as periodically determined by AFA Service Corporation (or its successor):

Duration of Effective Advertising and Marketing Service Fee	Discount on Advertising and Marketing Service Fee
Opening through Year 3	75% discount off standard dues
Year 4	50% discount off standard dues
Year 5 through remainder of the term	standard dues

The minimum amount Franchisee is required to spend for individual local market advertising shall be based on the Advertising and Marketing Service Fee rate prior to the application of any discounts under the Standard Incentive, and the reduction in the Advertising and Marketing Service Fee under the Standard

Incentive shall not result in an increased individual local market advertising spending requirement, notwithstanding the requirement in Article 10:2 of the Franchise Agreement. However, nothing in this Amendment or the Standard Incentive shall reduce or otherwise impact Franchisee's payments to any local cooperative pursuant to Article 10:2:1 of the Franchise Agreement.

If you fail to satisfy any of the conditions listed in (a) through (d) above, the Standard incentive program described in this Section will not apply to the Restaurant.

2. **Pioneer Incentive Program**. [*Note: Only include this provision if this Amendment is being signed in connection with the first person developing two or more restaurants in Connecticut, District of Columbia, Hawaii, Massachusetts, New Hampshire, Rhode Island, and/or Vermont, and this Amendment is amending the first or second Franchise Agreement signed in connection with the DA*] Under our "Pioneer Incentive" program, if: (a) when you open the Restaurant, you and your affiliates are in substantial compliance with the Franchise Agreement and each other agreement between us and you or your affiliates, including the DA, (b) you open and begin operating the Restaurant in Connecticut, District of Columbia, Hawaii, Massachusetts, New Hampshire, Rhode Island, and/or Vermont in accordance with the DA and Franchise Agreement on or before the date identified as the "date by which the Restaurant must be opened and continuously operating for business in the Territory" in the Development Schedule, (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the development and opening of the Restaurant in accordance with Section 9 of the DA, and (d) you build the Restaurant in the design, to the specifications, and at the location approved by us in accordance with the DA, then we agree to credit an amount equal to $50,000 towards the royalty fees owed under the Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (d) above, the Pioneer Incentive program described in this Section will not apply to the Restaurant.

3. **Relocation Incentive**. [*Note: Only include this provision if this Amendment is being signed in connection with the relocation of an existing Restaurants in accordance with Arby's relocation policies*]

i. Under our "Relocation Incentive" program, if (a) when you open the Restaurant, you and your affiliates are in substantial compliance with the Existing Franchise Agreement and each other agreement between us and you or your affiliates, including the de-identification obligations regarding the Existing Restaurant set forth in Section 15:3 of the Existing Franchise Agreement, (b) you relocate, open and commence operations of the Relocated Restaurant in accordance with the Existing Franchise Agreement on or before the date that is six (6) months after the date the Existing Restaurant closes or the end of the calendar year, whichever is earlier, (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the relocation, development, and opening of the Relocated Restaurant within one hundred twenty (120) days of project completion, and (d) you build the Relocated Restaurant in the design, to the specifications, and at the location approved by us in accordance with the Franchise Agreement, then (x) we hereby waive any initial franchise fee or other fee related to the relocation of the Restaurant, and (y) notwithstanding Section 3:1 of the Franchise Agreement or Exhibit A of the Franchise Agreement, the royalty will be amended as set forth below:

Duration of Effective Royalty Fee	**Effective Royalty Fee**
Opening through Year 1	1.0%
Year 2	2.0%
Year 3	3.0%
Year 4 through remainder of the term	4.0%

ii. In addition, if you qualify for the Relocation Incentive by satisfying the conditions listed in (a) through (d) of subsection (i) above, and the Restaurant opens on or before December 31, 2028, we will also provide you with a royalty credit equal to $50,000.

iii. If you fail to satisfy any of the conditions listed in (a) through (d) of subsection (i) above, the Relocation Incentive program described in this Section will not apply to the Relocated Restaurant.

4. **Early Opening Incentive**. *[Note: Only include this provision if the Franchisee qualifies for the Standard incentive program]* If you meet the requirements of the Standard Incentive, and you open and begin operating the Restaurant in accordance with the DA and the Franchise Agreement before the Opening Deadline, then the royalty fee will be zero percent (0%) from the date you open the Restaurant until the Opening Deadline (not to exceed six (6) months), and then the applicable royalty rate shall apply. If you open the Restaurant on or after the Opening Deadline, the Early Opening Incentive described in this Section will not apply to the Restaurant.

5. **VetFran Program**. *[Note: Only include if the Franchisee or its owner(s) qualify for the VetFran Program.]* If: (a) you are a veteran or returning service member who has not previously signed, or had an affiliate that signed, a development agreement or franchise agreement (except for the DA and any franchise agreements signed under the DA) with us and who qualifies and signs a Franchise Agreement to develop one Arby's Restaurant, (b) you open and begin operating the Restaurant in accordance with the DA and Franchise Agreement on or before the date identified as the "date by which the Restaurant must be opened and continuously operating for business in the Territory" in the Development Schedule, (c) you provide to us a report, in the format and containing the information that we reasonably specify, identifying the amounts that you spent in various categories relating to the development and opening of the Restaurant in accordance with Section 9 of the DA, and (d) you build the Restaurant in the design, to the specifications, and at the location approved by us in accordance with the DA, then we agree to in addition to the above provisions, we agree to credit an amount equal to $10,000 towards the royalty fees owed under the Franchise Agreement. If you fail to satisfy any of the conditions listed in (a) through (d) above, the VetFran incentive program described in this Section will not apply to the Restaurant.

6. **Miscellaneous**. The Background is incorporated into this Amendment by this reference. For the avoidance of doubt, all references in this Amendment to a Development Schedule, Opening Deadline, or any other required opening date shall refer to such date(s) as of the effective date of the applicable agreement. If we agree to any subsequent modification to, or amendment of, the Development Schedule, Opening Deadline, or any other required opening date, such modification or amendment shall not modify, amend, or otherwise extend any deadlines set forth in this Amendment. This Amendment is an amendment to, and forms a part of, the Franchise Agreement. If there is an inconsistency between this Amendment and the Franchise Agreement, the terms of this Amendment shall control. This Amendment, together with the Franchise Agreement, constitutes the entire agreement among the Parties hereto, and there are no other oral or written representations, understandings or agreements among them, relating to the subject matter of this Amendment. Except as specifically provided in this Amendment, all of the terms, conditions and provisions of the Franchise Agreement will remain in full force and effect as originally written and signed.

[*signature page to follow*]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

US:	**YOU:**
ARBY'S FRANCHISOR, LLC	**FRANCHISEE**
By:________________________________	By: ____________________________
Name: ____________________________	Name:____________________________
Title: Authorized Signatory	Title: ____________________________
DATED:____________________________	**DATED:** __________________________

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

EXHIBIT D-2 TO THE ARBY'S FDD

NON-TRADITIONAL AMENDMENT TO THE FRANCHISE AGREEMENT

Restaurant # ____________
DA # ______________

NON-TRADITIONAL AMENDMENT TO FRANCHISE AGREEMENT

This Non-Traditional Amendment to Franchise Agreement ("Amendment") is made as of the _____ day of _______________, 20__ by and between Arby's Franchisor, LLC ("Arby's"), a Delaware limited liability company and ____________________, a(n) ____________________ individual/ corporation/ partnership ("Franchisee").

WITNESSETH:

WHEREAS, Franchisee and Arby's entered into Arby's Franchisor, LLC Franchise Agreement (the "Franchise Agreement") in connection with the operation of the Franchised Business at the airport, stadium, arena, military base, hospital, toll road plaza, theme/amusement park, casino or college/university as the case may be (such location hereinafter being referred to as the "Host") identified on Exhibit A attached to the Franchise Agreement; and

WHEREAS, Arby's and Franchisee desire to modify the Franchise Agreement upon the terms and conditions as indicated below.

NOW, THEREFORE, for good and valuable consideration, which each of the parties acknowledges has been received and is sufficient to create a binding contract, Arby's and Franchisee agree as follows:

All capitalized terms used and not otherwise defined in this Amendment shall have the meanings ascribed to them in the Franchise Agreement unless the context otherwise requires. Unless otherwise specified, the provisions contained in this Amendment shall replace the corresponding provisions in the Franchise Agreement in their entirety.

1. Article 1:1:3 LICENSED PRODUCTS.

   Use the Trademarks in the Franchise Business only on or in connection with the sale of those food and non-alcoholic beverage products designated in the Manual as being included in Arby's standard menu or as otherwise designated in writing by Arby's in its sole judgment and meeting the specifications and quality standards set forth in the Manual or such other written designation by Arby's (the "Licensed Products") except when the Host expressly prohibits same; and

2. Article 3:1 MONTHLY ROYALTY FEE PAYMENT

   From the date of opening of the Franchised Business, Franchisee shall pay Arby's a royalty fee (which includes the advertising and marketing service fee set forth in Article 10:2:2 below) equal to the percentage of Franchisee's Gross Sales (as defined in Article 3:1:3) from the operation of the Franchised Business set forth in Exhibit A. This fee attributable to Gross Sales each month shall be due and received by Arby's on or before the tenth (10^{th}) day of the following month without notice from Arby's. If the Franchised Business first opens for business on any day other than the first day of a month, the first partial month shall be due in accordance with the foregoing.

3. The first sentence of Article 4:1:1 CONFORM TO MANUAL is hereby deleted in its entirety and the following inserted in lieu thereof:

Franchisee will operate and maintain the Franchised Business in strict compliance with the Manual, except where Franchisee is expressly forbidden by the Host.

4. Article 5:1 SIGN STANDARDS.

Franchisee shall use only such exterior and interior signs, including any and all replacements thereof, that comply with and satisfy the requirements of the Manual and the Host's requirements.

5. The last two sentences of Article 5:3 REMODELING AND REPLACEMENT are hereby deleted in their entirety and the following inserted in lieu thereof:

Prior to the commencement of such repair or remodeling, Franchisee shall submit to Arby's and the Host proposed plans and specifications therefor, including any variances required by building and zoning codes. Franchisee shall not undertake such repairs or remodeling until Arby's and the Host have approved in writing the proposed plans and specifications as satisfactory to cure the deficiency.

6. Articles 10:2 REQUIRED ADVERTISING EXPENDITURES and 10:2:1 LOCAL COOPERATIVE AREA ADVERTISING shall be deleted in their entirety.

7. Article 10:2:2 ADVERTISING AND MARKETING SERVICE FEE.

Included in Franchisee's monthly royalty fee payment required in Article 3:1 above is an amount of Franchisee's monthly Gross Sales of not less than two and two tenths percent (2.2%) or such other rate as may be specified by Arby's from time to time as permitted herein, designated as an advertising and marketing service fee ("Advertising and Marketing Service Fee").

The Advertising and Marketing Service Fee shall be used to develop and prepare advertising materials, to undertake marketing research, to purchase national advertising media of all types, to develop social media/networking programs, to pay the commissions, fees and expenses of advertising and marketing agencies and consultants, to pay talent and talent residuals, to provide other marketing and non-marketing services, and to pay all fees and expenses incurred in connection therewith.

8. Article 10:4 USE OF PHOTOGRAPHS.

Arby's shall have the right to take and use photographs of Franchisee's facilities in any of Arby's publicity or advertising, without charge therefor, and Franchisee shall cooperate in obtaining such photographs and the consent of any persons photographed, unless expressly prohibited by the Host.

9. Article 13:1 COVENANT NOT TO COMPETE.

Franchisee covenants that, during the term of this Franchise Agreement, and also for a period of twelve (12) months after termination of this Franchise Agreement for any reason, and in addition to and not as a limitation of any other restriction upon Franchisee contained herein, neither Franchisee, nor any Guarantor, nor any general partner of Franchisee if Franchisee is a partnership, nor any shareholder, limited partner, member or other equity owner holding at least a fifteen percent (15.0%) interest in Franchisee, shall, without prior written permission of Arby's, either directly or indirectly, for himself or on behalf of or in conjunction with any other person or entity, engage or be engaged in any capacity in, operate, manage or have a fifteen percent (15.0%) or greater interest in any business offering roast beef sandwiches for sale to consumers within the Host.

10. Section D of Article 14:2 OPTION TO OBTAIN SUCCESSOR FRANCHISE AGREEMENT is hereby deleted in its entirety and the following inserted in lieu thereof:

    Franchisee shall have tendered to Arby's 180 days prior to the expiration date of this Franchise Agreement, an administrative fee equal to the then applicable standard Non-Traditional Franchise Fee (excluding the impact of any discounts or promotions, including any development incentive programs, that may be available).

11. The last sentence of Article 15:3 TERMINATION OF RIGHTS is hereby deleted in its entirely and the following inserted in lieu thereof:

    In the event Franchisee fails or refuses to comply with the requirements of this Article 15:3, Arby's will have the right to enter upon the Franchised Premises, upon receiving the Host's consent, without being guilty of trespass or any other tort, and without liability to Franchisee, Host, landlord, or any third party, for the purpose of making or causing to be made such changes as may be required to comply with this Article, at the expense of Franchisee, which expense Franchisee agrees to pay upon demand.

12. Article 16:5 CASUALTY OR LOSS.

    Notwithstanding any other provisions herein to the contrary, Franchisee shall have the right to transfer this Franchise Agreement from the Franchised Premises to a new location in the event the Franchised Premises shall be rendered inoperable by any casualty, or the Franchised Premises shall be taken in condemnation or by eminent domain, or the principal highway access to the Franchised Premises shall be terminated or so changed as to substantially reduce access to the Franchised Premises, or the Host requires such relocation, provided Franchisee notified Arby's thereof within thirty (30) calendar days of the occurrence of any of the foregoing events, Franchisee obtains a new location for the Franchised Business within twelve (12) months of such occurrence, such new location is approved in writing in advance by Arby's, and Franchisee removes the Trademarks or other indicia, trade dress, or distinguishing features of an Arby's Restaurant, and all signage so that the abandoned premises do not resemble an Arby's Restaurant.

13. Exhibit G is hereby deleted in its entirety.

Except as expressly modified herein, all of the terms, provisions and conditions of the Franchise Agreement are and shall remain in full force and effect.

IN WITNESS WHEREOF, Arby's and Franchisee have executed this Amendment to Franchise Agreement effective as of the ____ day of _________________, 20__.

ARBY'S:	**FRANCHISEE:**
ARBY'S FRANCHISOR, LLC	**FRANCHISEE**
By:___________________________________	By: ______________________________
Name: ______________________________	Name:_____________________________
Title: Authorized Signatory	Title: _____________________________
DATED:______________________________	**DATED:** __________________________

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

EXHIBIT D-3 TO THE ARBY'S FDD

MULTI-BRAND ADDENDUM TO THE FRANCHISE AGREEMENT

Restaurant #: ___________
DA #: ___________

2026 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT

This Addendum to Franchise Agreement (this "**Addendum**") is entered into this ____________________________________ by and between ___________________________ ("**Franchisor**") and ____________________ ("**Franchisee**").

1. **Background**.

(a) Franchisor and Franchisee are parties to that certain _____________® Franchise Agreement dated as of _____________ (as amended, the "**Franchise Agreement**") under which Franchisor has granted Franchisee the right to operate a _____________® restaurant (a "**Brand Restaurant**") at __________________ (the Brand Restaurant at that location is called the "**Franchised Restaurant**"). All initial capitalized terms used but not defined in this Addendum have the meanings set forth in the Franchise Agreement.

(b) Franchisee operates or intends to operate the Franchised Restaurant at the premises of, and in combination with, the other brand restaurants listed on Exhibit A (collectively, and whether one or more, the "**Other Restaurants**"). The affiliate(s) of Franchisee listed on Exhibit A (collectively, and whether one or more, the "**Co-Operators**") operate the Other Restaurants under the separate franchise agreement(s) listed on Exhibit A (collectively, and whether one or more, the "**Other Franchise Agreements**") with the franchisor(s) listed on Exhibit A who are Franchisor's affiliates (collectively, and whether one or more, the "**Other Franchisors**").

(c) This Addendum reflects certain changes in and clarifications to the Franchise Agreement to reflect Franchisor's modified requirements for a multi-brand location. Franchisee acknowledges that Franchisor is willing to enter into this Addendum and to permit the operation of the Franchised Restaurant as a multi-brand location only because of the relationship between Franchisor and the Other Franchisors and, if applicable, the relationship between Franchisee and its Co-Operators who operate the Other Restaurants.

2. **Ownership of Other Restaurants**. Notwithstanding the restrictions in the Franchise Agreement, Franchisor consents to Franchisee's (and/or, as applicable, its Co-Operators') ownership and operation of the Other Restaurants at the same premises as the Franchised Restaurant, provided Franchisee complies with the terms of the Franchise Agreement (including this Addendum) and Franchisee (or its Co-Operators) complies with the terms of the Other Franchise Agreements.

3. **Franchise Agreement Term and Renewal**. The term of the Franchise Agreement shall expire, unless sooner terminated, on ___________________________. **[Note to Drafter: Complete the date in the previous sentence.]** In addition to the conditions in the Franchise Agreement to obtain a renewal or successor franchise to continue operating the Franchised Restaurant as a Brand Restaurant, Franchisee (and/or, as applicable, its Co-Operators) also must be in compliance with, and, if Franchisor requires, renew or extend the term of, the Other Franchise Agreements.

4. **Operation as a Multi-Brand Location**. Franchisee agrees that Franchisor, at its option, may modify any of the terms of the franchise system applicable to the Franchised Restaurant, including any system standards, the layout and design requirements, the products and services offered, any mandatory or optional advertising, marketing and promotional programs, required equipment or products, required hours of operation, personnel training and staffing requirements, and other standards, specifications and requirements, in a manner that is different from the manner in which those terms apply to other Brand Restaurants, in order to reflect the Franchised Restaurant's status as a multi-brand location. Franchisee agrees to comply with all of those modifications. Without limiting the generality of the foregoing:

(a) Franchisee shall design and construct, and/or make modifications to, the Franchised Restaurant's layout, design, equipment and fixtures that Franchisor specifies to reflect the multi-brand location.

(b) Franchisee agrees that its (or Co-Operators') development and operation of the Other Restaurants shall not unreasonably interfere with or otherwise disrupt the Franchised Restaurant's operations. The operation of the Other Restaurants must be consistent with and complement Franchisee's operation of the Franchised Restaurant.

(c) Franchisee acknowledges that the services, guidance and assistance that Franchisor provides under the Franchise Agreement, including any training, may be intended for stand-alone Brand Restaurants and not tailored or specific to multi-brand locations like the Franchised Restaurant.

(d) Franchisee may not open and begin operating the Franchised Restaurant unless the Other Restaurants are also open and in operation. Franchisee shall ensure that the Other Restaurants are open and operating during all business hours that the Franchised Restaurant is open and operating.

(e) Franchisee must use paper products and other items bearing the Brand Restaurants' trademarks and trade names only at the Franchised Restaurant and with products served by the Franchised Restaurant, and Franchisee (or its Co-Operators) may not use them at the Other Restaurants or with products served by the Other Restaurants.

(f) Franchisee (and, if applicable, its Co-Operators) shall notify the customers of the Franchised Restaurant and the Other Restaurants, and the design and layout of the Franchised Restaurant and Other Restaurants shall reflect, all in the manner Franchisor periodically specifies, that the operation of the Other Restaurants is separate from and independent of the Franchised Restaurant. Without limiting the foregoing, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Franchised Restaurant and not the Other Restaurants. Likewise, at Franchisor's option, Franchisee (and, if applicable, its Co-Operators) may use certain areas of the premises and equipment (including point-of-sale systems and other computer equipment) only for the business associated with the Other Restaurants and not the Franchised Restaurant. Unless Franchisor otherwise specifies or approves, none of the advertising, marketing or promotional materials associated with the Franchised Restaurant may reference the Other Restaurants or the brand(s) under which the Other Restaurants operate.

(g) all of the Franchised Restaurant's sales must be entered only on the point-of-sale system that Franchisor approves for the Franchised Restaurant. Franchisee (and, if applicable, Co-Operators) shall maintain separate books and records for the Franchised Restaurant and the Other Restaurants and shall not commingle the revenues of the Franchised Restaurant with the revenues of the Other Restaurants. Franchisor and Franchisee agree that Franchisee shall pay royalties or continuing franchise fees, advertising/brand fund contributions or continuing advertising fees, and/or similar payments based on Gross Sales under the Franchise Agreement only on the Gross Sales derived from the Franchised Restaurant and not on the sales or revenue of the Other Restaurants. Franchisee agrees to deliver to Franchisor, at such times that Franchisor periodically specifies, sales information and other reports relating to the Other Restaurants.

(h) Franchisee acknowledges that Franchisor shall have no obligation to provide any training, services or other assistance with respect to the development or operation of the Other Restaurants.

5. **Personnel**. Franchisee must ensure that all employees providing services to customers of the Franchised Restaurant wear uniforms that are distinct from the uniforms and/or other apparel worn by the employees providing services to customers of the Other Restaurants. Franchisor may at its option modify its training, staffing and other similar requirements to address any employees that are cross-trained to operate both the Franchised Restaurant and the Other Restaurants. However, Franchisee must ensure that all employees who provide services to the Franchised Restaurant's customers or otherwise assist in the Franchised Restaurant's operation are properly trained to operate the Franchised Restaurant and otherwise satisfy Franchisor's requirements. Franchisee must pay Franchisor any training fees and additional expenses that Franchisor incurs in connection with any additional or specialized training required for the Franchised Restaurant's personnel due to its status as multi-brand location.

6. **Inspections and Audits**. In order to determine Franchisee's compliance with the Franchise Agreement (including this Addendum), Franchisor shall have the right to inspect the Other Restaurants and their operations, and audit the books and records associated with the Other Restaurants, in accordance with the terms of the Franchise Agreement to the same extent that it may do so with respect to the Franchised Restaurant, its operations, and its books and records. If Franchisee has Co-Operators operating the Other Restaurants, Franchisee must ensure that those Co-Operators provide Franchisor the rights under this Section 6.

7. **Refresh/Remodel of the Franchised Restaurant**. Franchisor, at its option, may modify the requirements for any required refresh or remodel of the Franchised Restaurant under the Franchise Agreement, including by accelerating or deferring any due dates, in order to correlate with the development, remodel and/or refresh requirements under any of the Other Franchise Agreements.

8. **Relationship With Other Franchise Agreements**. Franchisee acknowledges that Franchisor granted Franchisee the rights under the Franchise Agreement and this Addendum in reliance upon, and that the operation of the Franchised Restaurant under the Franchise Agreement is dependent on and inextricably connected with, Franchisee's (or its Co-Operators) operation of the Other Restaurants pursuant to and in compliance with the Other Franchise Agreements. Therefore:

(a) Franchisee agrees to comply (or to cause Co-Operators to comply) with the Other Franchise Agreements in connection with the development and operation of the Other Restaurants (including with respect to paying amounts owed and complying with all applicable laws) and agrees that Franchisee's (or any Co-Operator's) failure to comply with any Other Franchise Agreement shall constitute a breach of, and a default under, the Franchise Agreement.

(b) upon any proposed transfer (as defined in the Franchise Agreement, if applicable) involving any direct or indirect ownership interest in Franchisee or all or substantially all of the assets of the Franchised Restaurant, in addition to the conditions for Franchisor's approval of that transfer under the Franchise Agreement, Franchisor may condition its consent to that transfer on the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Other Restaurants. Likewise, Franchisee (or, if applicable, its Co-Operators) may not transfer any direct or indirect ownership interest in Franchisee's affiliate or all or substantially all of the assets of the Other Restaurants without the simultaneous transfer to the applicable assignee of other rights, obligations, assets and/or other interests associated with the Franchised Restaurant, which transfer shall be subject to Franchisor's approval under the Franchise Agreement.

(c) Franchisor may terminate the Franchise Agreement, effective upon delivery of written notice to Franchisee, if any Other Franchise Agreement expires (without a renewal or successor franchise with the Other Franchisors) or terminates (regardless of the reason), or if Franchisee (or, if applicable, Co-Operators) abandons or otherwise ceases to operate any Other Restaurant for any reason.

(d) Franchisor acknowledges that certain post-termination obligations under the Franchise Agreement relating to Franchisor's right to acquire certain assets of the Franchised Restaurant and/or the lease for the Franchised Restaurant's premises may conflict with similar requirements under the Other Franchise Agreements, and in that case Franchisee agrees to comply (and, if applicable, to cause its Co-Operators to comply) with the requirements that Franchisor reasonably specifies.

9. **Miscellaneous**. This Addendum is an amendment to, and forms a part of, the Franchise Agreement. Except as amended by this Addendum, the Franchise Agreement will continue in full force and effect. The recitals to this Addendum are a part of this Addendum, which, together with the Franchise Agreement, constitutes the entire agreement between Franchisor and Franchisee, and there are no oral or other written understandings, representations or agreements between Franchisor and Franchisee, relating to the subject matter of this Addendum. No modification, change or alteration of this Addendum shall be effective unless in writing and executed by Franchisor and Franchisee. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. If there is a conflict between any provision of the Franchise Agreement and a provision of this Addendum, the provision of this Addendum controls.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the date first above written.

FRANCHISOR:	**FRANCHISEE:**
[FRANCHISOR]	**[FRANCHISEE]**
By: ________________________________	By: ________________________________
Name: ______________________________	Name: ______________________________
Title: Authorized Signatory	Title: ______________________________
DATED:______________________________	**DATED:** ___________________________

[Note to Drafter: Replace the word "FRANCHISOR" in the signature block above with the full name of the franchisor entity. Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

EXHIBIT A
TO THE 2026 INSPIRE BRANDS' MULTI-BRAND
ADDENDUM TO THE FRANCHISE AGREEMENT

OTHER FRANCHISE AGREEMENTS

Other Franchisor *(Franchisor Entity)*	**Franchisee or Co-Operator** *(Franchisee Entity)*	**Effective Date**	**Other Restaurant** *(Franchised Brand Restaurant)*
			______________® restaurant
			______________® restaurant
			______________® restaurant

EXHIBIT E TO THE ARBY'S FDD

STATE-SPECIFIC ADDENDA TO

FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

NO WAIVER OF DISCLAIMER OF RELIANCE IN CERTAIN STATES

The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington or Wisconsin:

> No statement, questionnaire or acknowledgment signed or agreed to by you 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 us, any franchise seller, or any other person acting on behalf of us. This provision supersedes any other term of any document executed in connection with the franchise.

STATE OF CALIFORNIA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

DISCLOSURES REGARDING THE CALIFORNIA FAST FOOD ACT (CALIFORNIA ASSEMBLY BILL 1228)

The following language is added to the end of Item 1:

> To the extent it is applicable, you must comply with California Assembly Bill 1228, codified at Cal. Lab. Code §§ 1474-1475 (the "Fast Food Act"), which may set health, safety, and employment standards related to your employees, including standards on minimum wages, working hours, and working conditions.

The following language is added to the end of Items 5, 6, and 11:

> We currently do not provide any training or assistance related to, or charge any initial or ongoing fees related to, the development or implementation of any standards, policies, or procedures that may be required under the Fast Food Act. It is solely your responsibility to determine whether the Fast Food Act applies to your franchise and, to the extent it does apply, to comply with the Fast Food Act when developing and constructing your Restaurant, operating your franchise, and training and supervising your employees.

The following language is added to the end of Item 7, Note (16):

> The additional funds estimate takes into account any increased costs that you may incur related to complying with the Fast Food Act (such as increased wages), to the extent applicable, based on the Fast Food Act standards that are in effect as of the date of this disclosure document.

STATE OF HAWAII
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

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 DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

The following paragraph is added to the end of Item 17 of the Franchise Disclosure Document:

> No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

STATE OF MARYLAND
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

(1) The following language is added to the end of the "Summary" sections of Item 17(c), entitled Requirements for franchisee to renew or extend, and Item 17(m), entitled Conditions for franchisor approval of transfer:

> "Any release required as a condition of renewal and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law."

The following language is added to the end of the "Summary" section of Item 17(h), entitled "Cause" defined – non-curable defaults:

> "Termination upon insolvency might not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.), but we will enforce it to the extent enforceable."

The following language is added to the end of the "Summary" section of Item 17(v), entitled Choice of forum:

> "Franchisee may, subject to any arbitration obligations, bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law, unless preempted by the Federal Arbitration Act."

The following language is added to the end of the "Summary" section of Item 17(w), entitled Choice of law:

> "; however, to the extent required by the Maryland Franchise Registration and Disclosure Law, subject to your arbitration obligation, you may bring an action in Maryland."

The following paragraphs are added to the end of the chart in Item 17:

> "You must bring any claims arising under the Maryland Franchise Registration and Disclosure Law within 3 years after the grant of the franchise."
>
> No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

STATE OF MINNESOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

1. Item 13, entitled Trademarks is amended by the addition of the following language:

   "The State of Minnesota considers it unfair to not protect the franchisee's rights to use the trademarks. Therefore, in accordance with Minnesota Stat. §80C.12, Subd. 1(g), Arby's will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name."

2. The following paragraphs are added to the end of Item 17 of the disclosure document:

   With respect to franchises 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 you be given 90 days' notice of termination (with 60 days to cure) of the Franchise Agreement and 180 days' notice for non-renewal of the Franchise Agreement.

   Minn. Stat. Sec. 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 injunctive relief, liquidated damages, termination penalties, or judgment notes. In addition, nothing in the disclosure document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

   Any release required as a condition of renewal, sale, and/or transfer/assignment will not apply to the extent prohibited by applicable law with respect to claims arising under Minn. Rule 2860.4400D.

No statement, questionnaire, or acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

STATE OF NORTH DAKOTA
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

1. Arby's Franchisor, LLC has been advised that the Securities Commissioner of the State of North Dakota has concluded the following to be unfair, unjust or inequitable to North Dakota franchisees, according to Section 51-19-09 of the North Dakota Franchise Investment Law (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 also disclosing that such covenants will be subject to this statute.

   B) Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

   C) Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside 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 they are to be governed by the laws of the 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 & Punitive Damages: Requiring North Dakota franchisees to consent to a waiver of exemplary and punitive damages.

   H) General Release upon renewal of franchise agreement.

   I) Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

Consequently, to the extent required by applicable North Dakota law, any references contained in this Disclosure Document to the above items, shall not in any way abrogate or reduce any rights of the franchisee as provided for in the N.D.C.C. Section 51-19-09.
In addition, the following paragraph is added to the end of Item 17 of the disclosure document:

> No statement, questionnaire, or Acknowledgement signed or agreed to by you 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 us, any franchise seller, or any other person acting on our behalf. This provision supersedes any other term of any document executed in connection with the franchise.

ASSURANCE OF DISCONTINUANCE
STATE OF WASHINGTON

To resolve an investigation by the Washington Attorney General and without admitting any liability, we have entered into an Assurance of Discontinuance ("AOD") with the State of Washington, where we have agreed to remove from our form franchise agreement a provision which restricts a franchisee from soliciting and/or hiring the employees of our other franchisees, which the Attorney General alleges violates Washington state and federal antitrust and unfair practices laws. We have agreed, as part of the AOD, to not enforce any such provisions in any existing franchise agreement, to request that our Washington franchisees amend their existing franchise agreements to remove such provisions, and to notify our franchisees about the entry of the AOD. In addition, the State of Washington did not assess any fines or other monetary penalties against us.

STATE-SPECIFIC RIDERS TO THE FRANCHISE AGREEMENT

Restaurant # ____________
DA # ______________

THE FOLLOWING PAGES IN THIS EXHIBIT ARE

STATE-SPECIFIC RIDERS

TO THE FRANCHISE AGREEMENT

Restaurant # ____________
DA # ______________

RIDER TO THE ARBY'S FRANCHISOR, LLC FRANCHISE AGREEMENT FOR USE IN MARYLAND

This Rider is made and entered into as of the ____ day of _____________, _____ by and between **ARBY'S FRANCHISOR, LLC**, a Delaware limited liability company ("**Arby's**"), and ____ ("**Franchisee**").

1. **BACKGROUND**. Arby's and Franchisee are parties to that certain Franchise Agreement dated __________________________, ______ that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee is a resident of Maryland, or (b) the Arby's Restaurant will be located or operated in Maryland.

2. **RELEASES ON ASSIGNMENT AND/OR RENEWAL**. The following language is added to the end of Article 14:2:E and Article 16:2(v) of the Franchise Agreement:

> ; provided, however, that such general release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **GOVERNING LAW**. The following language is added to the end of Article 21:2 of the Franchise Agreement:

> However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

4. **CHOICE OF FORUM**. The following sentence is added to the end of Article 21:3 of the Franchise Agreement:

> Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law.

5. **ACKNOWLEDGMENTS**. The first two sentences of Section 20 of the Franchise Agreement are hereby deleted in their entirety. The remainder of Section 20 shall remain in full force and effect.

6. **NO RELEASE, ESTOPPEL OR WAIVER**. The following is added as a new Article 21:14 of the Franchise Agreement:

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

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

ARBY'S:	**FRANCHISEE:**
ARBY'S FRANCHISOR, LLC	**FRANCHISEE**
By:_______________________________	By: ______________________________
Name: ______________________________	Name:_____________________________
Title: Authorized Signatory	Title: _____________________________
DATED:____________________________	**DATED:** ___________________________

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

Restaurant # ____________
DA # ______________

RIDER TO THE ARBY'S FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN MINNESOTA

This Rider is made and entered into as of the ____ day of _____________, _____ by and between **ARBY'S FRANCHISOR, LLC**, a Delaware limited liability company ("**Arby's**"), and ____ ("**Franchisee**").

1. **BACKGROUND**. Arby's and Franchisee are parties to that certain Franchise Agreement dated __________________________, ______ that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) the Arby's® Restaurant that Franchisee will operate under the Franchise Agreement will be located in Minnesota and/or (b) any of the franchise offering or sales activity occurred in Minnesota.

2. **USE OF TRADEMARKS**. The following is added as a new Article 11:5 of the Franchise Agreement:

> The State of Minnesota considers it unfair to not protect Franchisee's rights to use the trademarks. Therefore, in accordance with Minnesota Stat. §80C.12, Subd. 1(g), Arby's will protect Franchisee's right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

3. **INJUNCTIVE RELIEF**. The following language is added to the end of Article 13.3 and Article 15.4 of the Franchise Agreement:

> Notwithstanding the foregoing, Arby's may seek, but is not necessarily entitled to injunctive relief.

4. **RELEASES ON ASSIGNMENT AND/OR RENEWAL**. The following language is added to the end of Article 14:2:E and Article 16:2(v) of the Franchise Agreement:

> , provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

5. **TERMINATION OF FRANCHISE AGREEMENT**. The following language is added to the Franchise Agreement as a new Article 15:1:7:

> Minnesota law provides Franchisee with certain termination and non-renewal rights. With respect to franchises governed by Minnesota law, Arby's will comply with Minn. Stat. Section 80C.14, subds, 3, 4 and 5 which require, except in certain specified cases, that Franchisee be given ninety (90) days' notice of termination (with sixty (60) days to cure) and one hundred eighty (180) days' notice for non-renewal of the applicable agreement.

6. **GOVERNING LAW**. The following language is added to the end of Article 21:2 of the Franchise Agreement:

> Nothing in this Agreement will abrogate or reduce any of Franchisee's rights under Minnesota Statutes Chapter 80C or Franchisee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

7. **CHOICE OF FORUM**. The following sentence is added to the end of Article 21:3 of the Franchise Agreement:

> Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibits Arby's, except in certain specified cases, from requiring litigation to be conducted outside of Minnesota. Nothing in this Agreement will abrogate or reduce any of Franchisee's rights under Minnesota statutes Chapter 80C or Franchisee's rights to any procedure, forum or remedies that the laws of the jurisdiction provide.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

ARBY'S:	**FRANCHISEE:**
ARBY'S FRANCHISOR, LLC	**FRANCHISEE**
By:________________________________	By: ______________________________
Name: ____________________________	Name:____________________________
Title: Authorized Signatory	Title: ____________________________
DATED:____________________________	**DATED:** __________________________

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

Restaurant # ____________
DA # ______________

RIDER TO THE ARBY'S FRANCHISOR, LLC
FRANCHISE AGREEMENT
FOR USE IN NORTH DAKOTA

This Rider is made and entered into as of the ____ day of _____________, _____ by and between **ARBY'S FRANCHISOR, LLC**, a Delaware limited liability company ("**Arby's**"), and ____ ("**Franchisee**").

1. **BACKGROUND**. Arby's and Franchisee are parties to that certain Franchise Agreement dated __________________________, ______ that has been signed concurrently with the signing of this Rider (the "**Franchise Agreement**"). This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because (a) Franchisee are a resident of North Dakota and the Arby's® Restaurant that Franchisee will operate under the Franchise Agreement will be located or operated in North Dakota and/or (b) any of the franchise offering or sales activity occurred in North Dakota.

2. **RELEASES**. The following language is added to the end of Article 14:2:E and Section 16:2(v) of the Franchise Agreement:

> , provided, however, that any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the North Dakota Franchise Investment Law.

3. **COVENANT NOT TO COMPETE**. Article 13:1 of the Franchise Agreement is amended by adding the following:

> Post-term covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota. However, Franchisee and Arby's acknowledge and agree to enforce these provisions to the extent allowed under the law.

4. **GOVERNING LAW**. Article 21:2 of the Franchise Agreement is amended to read as follows:

> **NOTWITHSTANDING THE FOREGOING, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, NORTH DAKOTA LAW WILL APPLY TO THIS AGREEMENT.**

5. **CHOICE OF FORUM**. Article 21:3 of the Franchise Agreement is amended to read as follows:

> **HOWEVER, TO THE EXTENT REQUIRED BY THE NORTH DAKOTA FRANCHISE INVESTMENT LAW, FRANCHISEE MAY BRING AN ACTION IN NORTH DAKOTA.**

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider on the date stated on the first page above.

Restaurant # ____________
DA # ______________

ARBY'S:	**FRANCHISEE:**
ARBY'S FRANCHISOR, LLC	**FRANCHISEE**
By:_________________________________	By: _____________________________
Name: _____________________________	Name:_____________________________
Title: Authorized Signatory	Title: ______________________________
DATED:_____________________________	**DATED:** _________________________

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

Restaurant # ____________
DA # ______________

THE FOLLOWING PAGES IN THIS EXHIBIT ARE

STATE-SPECIFIC RIDERS

TO THE DEVELOPMENT AGREEMENT

**RIDER TO THE ARBY'S FRANCHISOR, LLC
DEVELOPMENT AGREEMENT
FOR USE IN MARYLAND**

This Rider is made and entered into as of the ____ day of ______________, _____ by and between **ARBY'S FRANCHISOR, LLC**, a Delaware limited liability company ("**Arby's**"), and ____ ("**Developer**").

1. **BACKGROUND**. Arby's and Developer are parties to that certain Development Agreement dated ___________________________, ______ that has been signed concurrently with the signing of this Rider (the "**Development Agreement**"). This Rider is annexed to and forms part of the Development Agreement. This Rider is being signed because (a) Developer is a resident of Maryland, or (b) one or more of the Arby's Restaurant Developer will develop under the Development Agreement will or may be located or operated in Maryland.

2. **GOVERNING LAW**. The following language is added to the end of Article 19 of the Development Agreement:

> However, to the extent required by applicable law, Maryland law will apply to claims arising under the Maryland Franchise Registration and Disclosure Law.

3. **CHOICE OF FORUM**. The following sentence is added to the end of Article 19 of the Development Agreement:

> Developer may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law to the extent required by the Maryland Franchise Registration and Disclosure Law.

4. **DEVELOPER'S ACKNOWLEDGMENTS**. The first two sentences of Section 20 of the Development Agreement are hereby deleted in their entirety. The remainder of Section 20 shall remain in full force and effect.

5. **NO RELEASE, ESTOPPEL OR WAIVER**. The following is added as a new Article 23 of the Development Agreement:

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

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider effective on the date stated on the first page above.

ARBY'S:

ARBY'S FRANCHISOR, LLC

By:______________________________________

Name: _________________________________

Title: Authorized Signatory

DATED:________________________________

DEVELOPER:

DEVELOPER

By: _________________________________

Name:______________________________

Title: ________________________________

DATED: ____________________________

[Note to Drafter: Replace the word "DEVELOPER" in the signature block above with the full name of the developer entity. The above signature block is only intended for a developer who is an entity. If the developer is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

EXHIBIT F TO THE ARBY'S FDD

GENERAL RELEASE

Restaurant # ____________
DA # ______________

FORM OF RELEASE AGREEMENT
(Subject to Change by Arby's Franchisor, LLC)

This **RELEASE AGREEMENT** (the "**Agreement**") is entered into as of _______________ (the "**Effective Date**") by and between Arby's Franchisor, LLC ("**Franchisor**"), __________________________("**Franchisee**").

BACKGROUND

A. Franchisor and Franchisee entered into that certain Arby's® Franchise Agreement dated _________________, _______ ("**Franchise Agreement**") for the development and operation of that certain Arby's® restaurant located at ___________________________ ("**Franchised Restaurant**").

B. [**Note**: Describe the circumstances relating to the release.]

C. For the reasons described herein, Franchisee now desires to release any and all claims that may exist relating to the Franchise Agreement and Franchisee's relationship with Franchisor.

NOW, THEREFORE, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. [**Note**: Describe any term(s) agreed to by the parties]

2. **Franchisee Release**.

a. Franchisee, on behalf of itself and their predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, trustees, beneficiaries, successors, and assigns (collectively, the "**Franchisee Parties**"), do hereby absolutely and irrevocably release and discharge Franchisor, its predecessors and affiliates, each of their respective owners, officers, directors, managers, employees and agents, and all of their respective heirs, representatives, administrators, successors, and assigns (collectively, the "**Franchisor Parties**"), of and from any and all claims, obligations, debts, proceedings, demands, actions, causes of action, liabilities, costs, expenses, losses and damages, whether known or unknown, vested or contingent, which any of the Franchisee Parties now has, ever had, or, but for this release, hereafter would or could have against any of the Franchisor Parties as of the Effective Date directly or indirectly relating to or arising out of the Franchise Agreement, the Franchised Restaurant, or the relationship between Franchisor or its affiliate, on the one hand, and any of the Franchisee Parties, on the other hand (collectively, the "**Released Claims**").

b. Franchisee, on behalf of itself and the other Franchisee Parties, represent and warrant to Franchisor that none of them has assigned or otherwise sold, conveyed, transferred, pledged, or granted a security interest in or lien upon any of the Released Claims. Franchisee, on behalf of itself and the other Franchisee Parties, covenant not to sue any of the Franchisor Parties (or any of their respective successors and assigns) on or related to any of the Released Claims.

c. To the extent applicable, the parties acknowledge that they are familiar with the provisions of California Civil Code Section 1542 (which reads "**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.") and any other similar applicable law or regulation. Franchisee, on behalf of itself and the other Franchisee Parties, hereby waives and relinquishes every right or benefit which they have under Section 1542 of the Civil Code of the State of California and any other similar applicable law or regulation, or any other law, rule or regulation limiting the effectiveness of releases, to the fullest extent that they may lawfully waive such right or benefit. In connection with this waiver and relinquishment, with respect to the Released Claims, the Franchisee Parties acknowledge that they may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this release, but that it is the Franchisee Parties' intention, fully, finally and forever to settle and release all such Released Claims, known or unknown, suspected or unsuspected, which now exist, may exist or did exist, and, in furtherance of such intention, the releases given hereunder shall be and remain in effect as full and complete releases, notwithstanding the discovery or existence of any such additional or different facts.

3. **General Provisions**.

a. Construction. The Background is incorporated herein by reference and made a part of this Agreement. If Franchisee is comprised of more than one individual or entity, then all representations, warranties, liabilities and obligations of the relevant party shall be joint and several among the relevant parties. The captions of the sections and paragraphs of this Agreement are intended only as aids in locating provisions hereof, are not a part of the context hereof and shall be ignored in construing this Agreement. Capitalized terms used but not defined herein shall have the meaning given to them under the Franchise Agreement. Wherever the context may require, any pronouns used hereunder shall include the corresponding masculine, feminine or neutral form, and the singular forms of nouns and pronouns shall include the plural, and vice versa. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. References to any contracts, instruments or agreements shall include any and all amendments, restatements, extensions, supplements or other modifications to those contracts, instruments or agreements from time to time. The words "include," "including," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter. This Agreement has been fully and freely negotiated by the parties, shall be considered as having been drafted jointly by the parties, and shall be interpreted and construed as if so drafted, without construction in favor of or against any party on account of their participation in the drafting of this Agreement. This Agreement may be executed in more than one counterpart, and by electronic signature, each of which constitutes an original.

b. Binding Effect. This Agreement inures to the benefit of and shall be binding on the parties hereto and their respective successors and assigns.

c. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to its conflicts of laws rules. All legal proceedings relating to this Agreement must be brought or otherwise commenced only in the state or federal courts of Georgia.

d. Entire Agreement; Amendments. This Agreement, and the documents referred to herein, represent the entire agreement among the parties hereto respecting the subject matter hereof. No statements, promises or representations have been made by any party hereto to any other, or relied upon by any party hereto, and no consideration has been offered, promised, or expected, except as expressly provided in this Agreement and the documents referred to herein. No waiver of or failure to enforce any provision in this Agreement shall be binding upon any party hereto unless made in writing and signed by that party. No amendment will be binding unless in writing and signed by the party against whom enforcement is sought.

e. Severability. If any term or provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

f. No Related Party Liability. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Franchisor or any of its affiliated entities shall have any liability for any obligations or liabilities under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement as of the Effective Date.

FRANCHISOR:	**FRANCHISEE:**
[FRANCHISOR NAME]	**FRANCHISEE**
By:_________________________________	By: _____________________________
Name: _____________________________	Name:___________________________
Title: Authorized Signatory	Title: _____________________________
DATED:_____________________________	**DATED:** _________________________

[Note to Drafter: Replace the word "FRANCHISEE" in the signature block above with the full name of the franchisee entity. The above signature block is only intended for a franchisee who is an entity. If the franchisee is an individual, write the word "individually" after the printed name and write "N/A" after the word Title.]

EXHIBIT G TO THE ARBY'S FDD

STATE ADMINISTRATORS

AGENCIES/AGENTS FOR SERVICE OF PROCESS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process.

There also may be additional agents appointed in some of the states listed.

CALIFORNIA

Commissioner of Department of Financial Protection & Innovation
Department of Financial Protection & Innovation
Toll Free: 1 (866) 275-2677
www.dfpi.ca.gov
Ask.DFPI@dfpi.ca.gov

Los Angeles

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

Sacramento

651 Bannon Street, Suite 300
Sacramento, California 95811
(866) 275-2677

San Diego

1455 Frazee Road, Suite 315
San Diego, California 92108
(619) 525-4233

San Francisco

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8559

HAWAII

(for service of process)

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

(for other matters)

Commissioner of Securities
Department of Commerce
and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 205
Honolulu, Hawaii 96813
(808) 586-2722

ILLINOIS

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

INDIANA

(for service of process)

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

(state agency)

Indiana Secretary of State
Securities Division
Room E-111
302 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6681

MARYLAND

(for service of process)

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

(state agency)

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

MICHIGAN

Michigan Attorney General's Office
Corporate Oversight Division
Attn: Franchise Section
G. Mennen Williams Building, 5th Floor
525 West Ottawa Street
Lansing, Michigan 48933
(517) 335-7567

MINNESOTA

Commissioner of Commerce
Department of Commerce
85 7th Place East, Suite 280
St. Paul, Minnesota 55101
(651) 539-1500

NEW YORK

(for service of process)

Attention: New York Secretary of State
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, New York 12231-0001
(518) 473-2492

(Administrator)

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8236

NORTH DAKOTA

(for service of process)

Insurance Commissioner
North Dakota Insurance & Securities
Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505-0510
(701) 328-2910

(state agency)

North Dakota Insurance & Securities
Department
600 East Boulevard Avenue
Bismarck, North Dakota 58505
(701) 328-2910

OREGON

Oregon Division of Financial Regulation
350 Winter Street NE, Suite 410
Salem, Oregon 97301
(503) 378-4140

RHODE ISLAND

Securities Division
Department of Business Regulations
1511 Pontiac Avenue
John O. Pastore Complex-Building 69-1
Cranston, Rhode Island 02920
(401) 462-9500

SOUTH DAKOTA

Division of Insurance
Securities Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-3563

VIRGINIA

(for service of process)

Clerk, State Corporation Commission
1300 East Main Street
First Floor
Richmond, Virginia 23219
(804) 371-9733

(for other matters)

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

WASHINGTON

(for service of process)

Director Department of Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
(362) 902-8760

(for other matters)

Department of Financial Institutions
Securities Division
P. O. Box 41200
Olympia, Washington 98504-1200
(362) 902-8760

WISCONSIN

(for service of process)

Administrator, Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-2139

(state administrator)

Division of Securities
Department of Financial Institutions
4822 Madison Yards Way, North Tower
Madison, Wisconsin 53705
(608) 266-9555

EXHIBIT H TO THE ARBY'S FDD

AGENTS FOR SERVICE OF PROCESS

EXHIBIT H
REGISTERED AGENTS

ALABAMA
CSC-Lawyers Incorporating Service Incorporated
150 South Perry Street
Montgomery, AL 36104

ALASKA
Corporation Service Company
9360 Glacier Highway, Suite 202
Juneau, AK 99801

ARIZONA
Corporation Service Company
2338 W. Royal Palm Road, Suite J
Phoenix, AZ 85021

ARKANSAS
Corporation Service Company
300 Spring Building, Suite 900
Little Rock, AR 72201

CALIFORNIA (2)
Commissioner of Financial Protection & Innovation
California Department of Financial Protection & Innovation
320 West 4th Street, Suite 750
Los Angeles, CA 90013-2344
and
Corporation Service Company d/b/a CSC-Lawyers Incorporating Service
2730 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

COLORADO
Corporation Service Company
1560 Broadway, Suite 2090
Denver, CO 80202

CONNECTICUT
Corporation Service Company
50 Weston Street
Hartford, CT 06120-1537

DELAWARE
Corporation Service Company
2711 Centerville Road, Suite 400
Wilmington, DE 19808

DISTRICT OF COLUMBIA
Corporation Service Company
1090 Vermont Avenue N.W.
Washington, DC 20005

FLORIDA
Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

GEORGIA
Corporation Service Company
40 Technology Pkwy South, #300
Norcross, GA 30092

HAWAII (2)
Commissioner of Securities of the State of Hawaii
Department of Commerce and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, HI 96813
and
CSC Services of Hawaii, Inc.
1003 Bishop Street
Suite 1600, Pauahi Tower
Honolulu, HI 96813

IDAHO
Corporation Service Company
1401 Shoreline Drive, Suite 2
Boise, ID 83702

ILLINOIS (2)
Illinois Attorney General
500 South Second Street
Chicago, IL 62706
and
Illinois Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703

INDIANA (2)
Securities Commissioner
Franchise Section
Indiana Securities Division
Room E-111
302 West Washington Street
Indianapolis, IN 46204
and
Corporation Service Company
251 East Ohio Street, Suite 500
Indianapolis, IN 46204

IOWA
Corporation Service Company
729 Insurance Exchange Bldg.
Des Moines, IA 50309

KANSAS
Corporation Service Company
200 S.W. 30th Street
Topeka, KS 66611

KENTUCKY
Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company
421 West Main Street
Frankfort, KY 40601

LOUISIANA
Corporation Service Company
320 Somerulos Street
Baton Rouge, LA 70802-6129

MAINE
Corporation Service Company
45 Memorial Circle
Augusta, ME 04330

MARYLAND (2)
Commissioner of Securities
Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
and
CSC-Lawyers Incorporating Service Company
7 St. Paul Street, Suite 1660
Baltimore, MD 21202

MASSACHUSETTS
Corporation Service Company
84 State Street
Boston, MA 02109

MICHIGAN
CSC-Lawyers Incorporating Service (Company)
601 Abbott Road
East Lansing, MI 48823

MINNESOTA (2)
Commissioner of Commerce
Securities Division
Department of Commerce
State of Minnesota
85 7th Place East, Suite 500
St. Paul, MN 55101
and
Corporation Service Company
380 Jackson Street, Suite 700
St. Paul, MN 55101

MISSISSIPPI
Corporation Service Company
506 South President Street
Jackson, MS 39201

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

MONTANA
Corporation Service Company
26 West Sixth Avenue
P.O. Box 1691
Helena, MT 59624-1691

NEBRASKA
CSC-Lawyers Incorporating Service Company
233 South 13th Street, Suite 1900
Lincoln, NE 68508

NEVADA
CSC Services of Nevada, Inc.
502 East John Street
Carson City, NV 89706

NEW HAMPSHIRE
Corporation Service Company d/b/a Lawyers Incorporating Service
14 Centre Street
Concord, NH 03301

NEW JERSEY
Corporation Service Company
830 Bear Tavern Road
West Trenton, NJ 08628

NEW MEXICO
Corporation Service Company
125 Lincoln Avenue, Suite 223
Santa Fe, NM 87501

NEW YORK (2)
The Secretary of State of NY
99 Washington Avenue 6th Floor
Albany, New York 12231
and
Corporation Service Company
80 State Street
Albany, NY 12207-2543

NORTH CAROLINA
Corporation Service Company
327 Hillsborough Street
Raleigh, NC 27603

NORTH DAKOTA (2)
Insurance Commissioner
North Dakota Insurance & Securities Department
600 E. Boulevard Ave.
Bismarck, ND 58505-2910
and
Corporation Service Company
316 North Fifth Street
P.O. Box 1695
Bismarck, ND 58502

OHIO
CSC-Lawyers Incorporating Service
50 West Broad Street, Suite 1800
Columbus, OH 43215

OKLAHOMA
Corporation Service Company
115 S.W. 89th Street
Oklahoma City, OK 73139-8511

OREGON
Corporation Service Company
285 Liberty Street NE
Salem, OR 97301

PENNSYLVANIA
Corporation Service Company
2704 Commerce Drive
Harrisburg, PA 17110

RHODE ISLAND (2)
Securities Division
Department of Business Regulation
State of Rhode Island
1511 Pontiac Avenue
John O. Pastore complex-69-1
Cranston, RI 02920-4407
and
Corporation Service Company
222 Jefferson Blvd, Suite 200
Warwick, RI 02888

SOUTH CAROLINA
Corporation Service Company
1702 Laurel Street
Columbia, SC 29201

SOUTH DAKOTA (2)
Department of Labor and Regulation
Division of Securities
124 S Euclid, Suite 104
Pierre, SD 57501
and
Corporation Service Company
503 South Pierre Street
Pierre, SD 57501-3185

TENNESSEE
Corporation Service Company
2908 Poston Avenue
Nashville, TN 37203

TEXAS
Corporation Service Company d/b/a
CSC-Lawyers Incorporating Service
Company
800 Brazos Street
Austin, TX 78701

UTAH
Corporation Service Company
2180 South 1300 East
Salt Lake City, UT 84106

VERMONT
Corporation Service Company
159 State Street
Montpelier, VT 05602

VIRGINIA (2)
Clerk of the State
Corporation Commission
State Corporation Commission
1300 E. Main Street, 1st Floor
Richmond, VA 23219
and
Corporation Service Company
11 South 12th Street
P.O. Box 1463
Richmond, VA 23218

WASHINGTON (2)
Director Department of
Financial Institutions
Securities Division
150 Israel Road SW
Tumwater, Washington 98501
and
Corporation Service Company
6500 Harbour Heights Pkwy,
Suite 400
Mukilteo, WA 98275

WEST VIRGINIA
Corporation Service Company
209 West Washington Street
Charleston, WV 25302

WISCONSIN (2)
Administrator, Division of
Securities
Department of Financial
Institutions
4822 Madison Yards Way,
North Tower
Madison, Wisconsin 53705
and
CSC-Lawyers Incorporating
Service Company
8040 Excelsior Drive, Suite
400
Madison, WI 53717

WYOMING
Corporation Service Company
1821 Logan Avenue
Cheyenne, WY 82001

EXHIBIT I TO THE ARBY'S FDD

STATE EFFECTIVE DATES PAGE AND RECEIPTS

STATE EFFECTIVE DATES

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

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

State	Effective Date
California	March 26, 2026 (Exempt)
Hawaii	Pending
Illinois	March 26, 2026 (Exempt)
Indiana	March 26, 2026 (Exempt)
Maryland	Pending (Exempt)
Michigan	March 26, 2026
Minnesota	Pending
New York	March 26, 2026 (Exempt)
North Dakota	Pending (Exempt)
Rhode Island	Pending (Exempt)
South Dakota	Pending
Virginia	Pending (Exempt)
Washington	Pending (Exempt)
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.

RECEIPTS

This disclosure document summarizes certain provisions of the Franchise Agreement, Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Arby's Franchisor, LLC offers you a franchise, it must provide this disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or 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 agreement or the payment of any consideration, whichever comes first.

If Arby's Franchisor, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the appropriate state agency identified on Exhibit G.

Issuance Date: March 26, 2026

The franchise sellers for this offering are __________________________, Arby's Franchisor, LLC, Three Glenlake Pkwy NE, Atlanta, Georgia 30328, 678-514-4100.

I received a disclosure document dated March 26, 2026, that included the following Exhibits:

A-1	List of Arby's Restaurant Franchisees	D-1	Incentive Amendment to the Franchise Agreement
A-2	List of Arby's Restaurant Franchisees With Signed Franchise Agreements But Not Yet Operational	D-2	Non-Traditional Amendment to the Franchise Agreement
A-3	List of Arby's Restaurant Developers	D-3	Multi-Brand Addendum to the Franchise Agreement
A-4	List of Arby's Restaurants That Ceased to Operate and Former Arby's Restaurant Franchisees	E	State-Specific Riders to FDD and Franchise Agreement
A-5	List of Arby's Restaurant Transfers (Transferor)	F	General Release
B	Financial Statements	G	State Administrators
C	Development Agreement	H	Registered Agents for Services of Process
C-1	Incentive Amendment to the Development Agreement	I	State Effective Dates Page and Receipts
D	Franchise Agreement		

Date:_____________________________

Signed:_______________________________
Print Name:___________________________
Address:_____________________________
City:______________ State:_____________
Zip:__________ Phone: (__)_____________
Email: _______________________________

COPY FOR FRANCHISEE

RECEIPTS

This disclosure document summarizes certain provisions of the Franchise Agreement, Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Arby's Franchisor, LLC offers you a franchise, it must provide this disclosure document to you at the earlier of 14 calendar days before you sign a binding agreement or payment of consideration in connection with the proposed franchise sale, or sooner if required by applicable state law.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of a binding agreement or 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 agreement or the payment of any consideration, whichever comes first.

If Arby's Franchisor, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the appropriate state agency identified on Exhibit G.

Issuance Date: March 26, 2026

The franchise sellers for this offering are __________________________, Arby's Franchisor, LLC, Three Glenlake Pkwy NE, Atlanta, Georgia 30328, 678-514-4100.

I received a disclosure document dated March 26, 2026, that included the following Exhibits:

A-1	List of Arby's Restaurant Franchisees	D-1	Incentive Amendment to the Franchise Agreement
A-2	List of Arby's Restaurant Franchisees With Signed Franchise Agreements But Not Yet Operational	D-2	Non-Traditional Amendment to the Franchise Agreement
A-3	List of Arby's Restaurant Developers	D-3	Multi-Brand Addendum to the Franchise Agreement
A-4	List of Arby's Restaurants That Ceased to Operate and Former Arby's Restaurant Franchisees	E	State-Specific Riders to FDD and Franchise Agreement
A-5	List of Arby's Restaurant Transfers (Transferor)	F	General Release
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C	Development Agreement	H	Registered Agents for Services of Process
C-1	Incentive Amendment to the Development Agreement	I	State Effective Dates Page and Receipts
D	Franchise Agreement		

Date:_____________________________

Signed:_______________________________
Print Name:___________________________
Address:______________________________
City:______________ State:_____________
Zip:__________ Phone: (__)_____________
Email: _______________________________

COPY FOR FRANCHISOR