FRANCHISE DISCLOSURE DOCUMENT

	DFO, LLC A Delaware limited liability company 203 East Main Street Spartanburg, SC 29319 (864) 597-8000 www.dennys.com

Denny's restaurants are full service, family-style restaurants that offer and serve a wide variety of food. Denny's restaurants offer a casual dining atmosphere and moderately-priced food designed to appeal to a broad spectrum of customers. We have developed and own a comprehensive system for developing and operating Denny's restaurants, which includes trademarks, building designs and layouts, equipment, ingredients, recipes and specifications for authorized food products, training, methods of inventory control as well as operational and business standards and policies. As part of the full-service brand, we have introduced variants to the business model which include online ordering for customer pick-up, third party delivery, and in-restaurant ordering through devices in addition to servers. The current traditional Denny's restaurant design is known as "Diner 2.0".

The Den is our limited service, nontraditional variation of the Denny's concept, which may be distinguished from our standard Denny's restaurant by having a unique and modified menu. This concept may have limited or no table service. Customers may order at a counter and seat themselves. To differentiate from a standard Denny's restaurant, limited service concepts may have distinct uniforms, POP (point-of-purchase, or in-store, marketing materials) specific to the concept, trade dress, brand representation and signs. This concept may appear as a standalone restaurant or in a nontraditional location, including without limitation those described in Item 12. We reserve the right to develop, or license others to develop limited service concepts, as they may evolve, in any Territory (as defined below) or trade area where traditional restaurants exist or may be developed, including any exclusive Territory for traditional restaurants.

The total investment necessary to begin operation of a Denny's franchise is:

From $1,618,574.75 to $3,055,924.75 for a Denny's Diner 2.0 facility;
from $245,000 to $830,000 for a nontraditional Denny's, including The Den; and
from $943,574.75 to $1,695,924.75 for a Denny's within a Travel Center (these numbers exclude real estate).

This includes the initial franchise fee of $30,000 and the New Restaurant Opening fee of $0 to $45,000, for a total of $30,000 to $75,000, which must be paid to the franchisor or affiliate.

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 Elizabeth McAbee or Laura Shock at 203 East Main Street, Spartanburg, SC 29319 and 864-597-8000.

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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

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

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

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

Issuance Date: April 30, 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 Exhibits M and N.
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 list 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	Exhibit O 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 Denny's in my area?	Item 12 and the "territory" provisions in the franchise agreement describes 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 is it like to be a Denny's franchisee?	Exhibits M and N lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need to Know About Franchising *Generally*

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

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

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you can 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 rights 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. DFO, LLC'S FRANCHISE AGREEMENTS IN THE UNITED STATES DO NOT HAVE RIGHTS OF RENEWAL.

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 a franchisor to register before offering or selling in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

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

Special Risks to Consider About *This* Franchise

Certain states require that the following risks be highlighted:

1. **<u>OUT-OF-STATE DISPUTE RESOLUTION</u>**. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN SOUTH CAROLINA. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO USE SOUTH CAROLINA COURTS THAN THOSE OF YOUR OWN STATE.

2. **<u>GOVERNING LAW</u>**. THE FRANCHISE AGREEMENT STATES THAT SOUTH CAROLINA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. **<u>SUPPLIER CONTROL</u>**. YOU MUST PURCHASE ALL OR NEARLY ALL OF THE INVENTORY OR SUPPLIES THAT ARE NECESSARY TO OPERATE YOUR BUSINESS FROM THE FRANCHISOR, ITS AFFILIATES, OR SUPPLIERS THAT THE FRANCHISOR DESIGNATES, AT PRICES THE FRANCHISOR OR THEY SET. THESE PRICES MAY BE HIGHER THAN PRICES YOU COULD OBTAIN ELSEWHERE FOR THE SAME OR SIMILAR GOODS. THIS MAY REDUCE THE ANTICIPATED PROFIT OF YOUR FRANCHISE BUSINESS.

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

See Exhibit P for effective dates of registration.

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

NOTICE REQUIRED BY STATE OF MICHIGAN

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

(a) A prohibition of the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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

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

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

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

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

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

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

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

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchisee 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 franchisee for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

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

THE FACT 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 shall be directed to the Department of Attorney General, Consumer Protection Division, 670 Law Building, 525 West Ottawa Street, Lansing, Michigan 48913, (517) 335-7567.

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EXHIBITS

Item 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor

The franchisor is DFO, LLC, a Delaware limited liability company, and is referred to in this disclosure document as ”we,” “us,” “Denny’s” or “DFO.” The franchisee who buys a franchise for a Denny's restaurant is referred to as "you" in this disclosure document. If you are a corporation, limited liability company or other legal entity that affords protection from liability, certain provisions of the agreements described in this disclosure document also apply to your owners and operators by virtue of our requirement that owners personally guaranty your obligations under the agreements and operators may be required to sign a confidentiality agreement.

Our agents for service of process are listed in Exhibit A.

Our Parent, Predecessor and Affiliates

Denny's, Inc. (“DI”), is owned by Denny’s Corporation, a Delaware corporation (“DC”). DC has, either directly or through affiliated companies, owned, operated, or franchised restaurants since 1989. On January 13, 2026, DC was merged with and into a wholly-owned subsidiary of Sparkle Topco Corp., with DC as the surviving entity. The principal business address of Sparkle Topco Corp. is 222 Lakeview Avenue, Suite 800, West Palm Beach, Florida 33401.

We were incorporated in Delaware on December 27, 1994, as a wholly owned subsidiary of DI. On that same date, DI transferred to us the capital stock of Denny's Realty, Inc., its wholly owned real estate subsidiary. On March 31, 1995, DI assigned to us all of its rights in the Denny's Marks, System and Franchise Agreements. In order that DI could continue to open and operate Denny's restaurants, we granted DI a license to use the Marks and System. On June 28, 2006, we converted from being a corporation, DFO, Inc., to being a single member limited liability company, DFO, LLC, with DI being the sole member. At the same time, Denny’s Realty, Inc. converted from being a corporation to being a single member limited liability company, Denny’s Realty, LLC (“DR”), with DFO, LLC being its sole member. We conduct business under our corporate name and use our trade name of Denny’s. Our principal business address, as well as that of affiliates DI, DC and DR, is 203 East Main Street, Spartanburg, South Carolina 29319. We have combined the experience of DI with our own experience for purposes of our disclosures in this disclosure document.

As of December 31, 2025, DI owned and operated 62 Denny's restaurants in the U.S. under its license agreement with us, and we had 1,212 Denny's restaurants operated by franchisees and licensees in the U.S. as well as 164 in other countries. The Company is, as of the issuance date, implementing a strategy to sell its corporate-owned outlets to franchisees and/or third parties. As of the issuance date of this Franchise Disclosure Document, the Company has sold a substantial portion of its corporate-owned outlets and continues to pursue the sale of its remaining company-owned outlets.

On July 20, 2022, DC purchased Keke’s Breakfast Café from K2 Restaurants, Inc. Our affiliate, Keke’s, Inc., now operates Keke’s Breakfast Cafés. As of December 31, 2025, Keke’s, Inc. owns and operates 24 Keke’s Breakfast Cafés. In addition, our affiliate, Keke’s Franchise Organization, LLC, offers franchises for Keke’s Breakfast Cafés. As of December 31, 2025, Keke’s Franchise Organization, LLC had 58 franchises for the operation of Keke’s Breakfast

Cafés. The principal business address of Keke's, Inc. and Keke's Franchise Organization, LLC is 203 East Main Street, Spartanburg, SC 29319.

None of Denny's, DI, DC, DR, Keke's, Inc. or Keke's Franchise Organization, LLC have offered franchises in any other lines of business, nor do they engage in any other business other than the offer and sale of Denny's restaurants and Keke's Breakfast Cafés, as applicable.

The Franchise Offered

Denny's restaurants are full service, family-style restaurants that offer and serve a wide variety of food. Denny's restaurants offer a casual dining atmosphere and moderately-priced food designed to appeal to a broad spectrum of customers. We have developed and own a comprehensive system for developing and operating Denny's restaurants, which includes trademarks (Marks), building designs and layouts, equipment, ingredients, recipes and specifications for authorized food products, training, methods of inventory control as well as operational and business standards and policies (the "System"). As part of the full-service brand, we have introduced variants to the business model which include online ordering for customer pick-up, third party delivery, and in-restaurant ordering through devices in addition to servers. The current traditional Denny's restaurant design is known as "Diner 2.0".

We have a variation of the Denny's "Diner 2.0" concept called "The Den". This concept may be distinguished from our standard Denny's restaurant by having a unique and modified menu. The Den concepts may have limited or no table service. Customers may order at a counter and seat themselves. To differentiate from the Diner 2.0 concept, The Den concepts may have distinct uniforms, POP specific to the concept, trade dress, brand representation and signs. The Den concepts may appear as a standalone restaurant or in a nontraditional location, including without limitation those described in Item 12. We reserve the right to develop, or license others to develop and operate, The Den as that concept may evolve, in any Territory or trade area where traditional Denny's restaurants exist or may be developed. We offer a 10-year nontraditional franchise agreement for $10,000.

The Franchise Agreement (Exhibit C) grants you the right to develop and operate a single Denny's restaurant ("Restaurant") at a specified location using the Denny's Marks and System. In exchange, you agree to pay royalty, brand building and other fees, and to operate the Restaurant in strict compliance with our standards and procedures. You will be required to sign our Payment Card Agreement (Exhibit I) and participate in our Credit Card Program. You will be required to sign the following additional contracts:

a) Supply Chain Oversight Committee Franchisee Participation Agreement (Exhibit E)
b) Gift Card Agreement (Exhibit F)
c) Standard Enterprise Technology Platform Agreement (Exhibit J), and
d) Denny's on Demand Agreement (Exhibit J-1)

Franchise Agreements for the Denny's system in the United States do not have rights of renewal. If you are an existing Denny's franchisee in good standing with a franchise agreement due to expire, you may request approval for a Successor Franchise Agreement (Exhibit D). The Successor Franchise Agreement grants you the right to continue to operate the existing Denny's Restaurant at its current location using the Denny's Marks and System for either a ten, eleven, twenty, or twenty-one year term. The Successor Franchise Agreement requires you to operate the Restaurant in strict compliance with our standards and procedures. Under the Successor Franchise Agreement, you will be required to sign the Supply Chain Oversight Committee

Franchisee Participation Agreement (Exhibit E), the Gift Card Agreement (Exhibit F), the Payment Card Agreement (Exhibit I) and participate in our Credit Card Program, Standard Enterprise Technology Platform Agreement (Exhibit J), and the Denny's on Demand Agreement (Exhibit J-1).

We may, from time to time, offer franchisees that meet program requirements the opportunity to participate in limited-time product offerings through which franchisees prepare menu items in existing Restaurant kitchens using primarily existing products and equipment for take-out or delivery only via third party delivery platforms under separate trademarks (each a “Virtual Brand Offering”). To participate in a Virtual Brand Offering, you must execute the “New Product Offering Program Addendum” for such offering. Currently, we offer franchisees the opportunity to participate in three Virtual Brand Offering Programs: 1) “The Burger Den” through which participating franchisees utilize their existing Restaurant kitchens, products and equipment to prepare and offer lunch and dinner menu items, including beef burgers, chicken burgers, milkshakes, beverages and other products we designate under the “The Burger Den” trademark for take-out or delivery only on the DoorDash, Grubhub, Postmates or UberEats delivery platforms, (2)“The Melt Down” through which participating franchisees utilize their existing Restaurant kitchens, products and equipment to prepare and offer breakfast, lunch and dinner menu items including handcrafted melts, certain sides items, beverages and other products we designate under the “The Melt Down” trademark for take-out or delivery only on the DoorDash, Grubhub, Postmates or UberEats delivery platform, and (3) “Banda Burritos” through which participating franchisees utilize their existing Restaurant kitchens, products and equipment to prepare and offer breakfast, lunch and dinner menu items including burritos, certain sides items, beverages and other products we designate under the “Banda Burrito” trademark for take-out or delivery only on the DoorDash, Grubhub, Postmates or UberEats delivery platform.

The New Product Offering Program Addendum is attached as Exhibit C-1 to the franchise agreement. We may modify the New Product Offering Program participation terms as described in the New Product Offering Program Addendum.

We may offer you the right to develop one or more Restaurants within a designated geographical area under an Incentivized Growth Program (“IGP”) development agreement (Exhibit H). In this event, you will be required to enter into a separate Franchise Agreement for each Restaurant under that agreement. Restaurants must be built in accordance with our specifications; see Item 7 for Initial Investment information. Other program details can be found in Item 5 and Item 12 of this Disclosure Document.

We have made arrangements with our restaurant technology vendor to sell to you our Standard Enterprise Technology Platform and software which are used in most franchise restaurants, with DI (or one of its affiliates) providing installation, training, and some maintenance and support.

We and the Denny's Franchisee Association (“DFA”) have created a body known as the Supply Chain Oversight Committee (“SCOC”) to collaborate on strategic supply chain oversight and improvements for traditional, full-service restaurants within the contiguous 48 United States. You are obligated to enter into a Franchisee Participation Agreement (Exhibit E) in the form approved from time to time by the SCOC. We reserve the right to modify or discontinue the SCOC and the Franchisee Participation Agreement, and allocate the SCOC’s responsibilities and obligations to SLAM.

The food service industry is highly competitive and can be affected significantly by many factors, including changes in local, regional or national economic conditions, changes in consumer tastes, and increases in the number of, and particular location of, other restaurants, as the industry evolves.

Industry-Specific Regulations

In addition to the laws, regulations and ordinances applicable to businesses generally, (such as the Americans with Disabilities Act, Title II of the Civil Rights Act of 1964, Federal wage and hour laws, and the Occupational Safety and Health Act), certain aspects of any restaurant business are regulated by federal, state and local laws, rules and ordinances. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, as well as state and local departments of health and other agencies have laws and regulations concerning the preparation of food and sanitary conditions of restaurant facilities.

The Patient Protection and Affordable Care Act and the Federal Food, Drug, and Cosmetic Act require nutritional information on Denny's menus. State and local agencies routinely conduct inspections for compliance with legal and regulatory requirements.

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Item 2

BUSINESS EXPERIENCE

Chief Executive Officer:
Chris Bode

Mr. Bode has been President and Chief Executive Officer since April 2026, located in Spartanburg, SC. From September 2024 to April 2026, Mr. Bode served as President and Chief Operating Officer for Denny's, Inc. Prior to September 2024, Mr. Bode served as President of Hardee's USA, located in Franklin, TN from September 2022 to September 2024. Prior to September 2022, Mr. Bode served as Executive Vice President and Chief Operating Officer from March 2021 to August 2022 and Senior Vice President and Chief Operating Officer from January 2019 to February 2021 for Denny's, Inc, located in Spartanburg, SC.

Executive Vice President, Chief Global Development Officer:
Steve Dunn

Mr. Dunn has been Executive Vice President, Chief Global Development Officer of Denny's Corporation since May 2021 and Senior Vice President, Chief Global Development Officer from April 2011 to April 2021. Prior to April 2011, Mr. Dunn served as Vice President Development from January 2006 to April 2011. Mr. Dunn joined the company as Vice President Franchise Development in October 2004. All of his positions have been located in Spartanburg, SC.

Senior Vice President, Chief Financial Officer:
Curt Nichols

Mr. Nichols has served as Senior Vice Present, Chief Financial Officer, since April 2026. From February 2024 to April 2026, Mr. Nichols served as Senior Vice President, Corporate Finance & Treasurer. Prior to February 2024, Mr. Nichols was Vice President, Investors Relations from February 2020 to February 2024. All of his positions have been located in Spartanburg, SC.

Vice President, General Counsel:
Delia Barceló

Ms. Barceló was promoted Vice President, General Counsel of Denny's Corporation in April 2026. From May 2023 to April 2026, Ms. Barceló served as Deputy General Counsel, and from March 2021 to May 2023, as Corporate Counsel or Senior Corporate Counsel. All of her positions have been located in Spartanburg, SC.

Senior Vice President of Human Resources and Chief Learning Officer:
Fasika Melaku-Peterson

Ms. Melaku-Peterson has served as Senior Vice President of Human Resources and Chief Learning Officer of Denny's Inc. since January 2023 and Vice President of Training since October 2015, located in Spartanburg, SC.

Vice President, Real Estate and Business Development:
Mark Burgess

Mr. Burgess has served as Vice President, Real Estate and Business Development of Denny's Corporation since February 2020, located in Spartanburg, SC.

Regional Director, Franchise Operations:
Michael Whitacre

Mr. Whitacre has been Regional Director, Franchise Operations of Denny's Inc. since November 2021. Prior to November 2021, Mr. Whitacre served as Franchise Business Coach for Denny's from November 2017 to October 2021, located in Sanford, FL.

Senior Director of Real Estate Development:
Laura Grace

Ms. Grace has served as Senior Director of Real Estate Development December 2021 and Director of Real Estate Development of Denny's Corporation from April 2010 to November 2021, located in Menifee, CA.

Senior Director of Real Estate Development:
Jeff Russell

Mr. Russell has served as Senior Director of Real Estate Development of Denny's Corporation since May 2022, located in Bend, OR. Prior to May 2022, Mr. Russell was Director of Real Estate for KinderCare Education from December 2018 to May 2022, located in Bend, OR.

Senior Director, Franchise Business Development:
Mark Levis

Mr. Levis has been Senior Director, Business Development of Denny's Corporation since December 2022, located in Spartanburg, SC. Prior to December 2022, Mr. Levis was Senior Director, Franchise Development Southwest Region for Bojangles from August 2020 to December 2022, located in Charlotte, NC.

Director, Business Development and Portfolio:
Sam B. Dawson

Mr. Dawson has been Director, Business Development and Portfolio of Denny's Corporation since May 2023 and Senior Manager, Real Estate and Development Finance from September 2014 to April 2023, located in Spartanburg, SC.

Senior Manager Non-Traditional Development and Operations:
Barry Wells

Mr. Wells has been Senior Manager, Non-Traditional Development and Operations of Denny's Corporation since October 2019, located in Bowling Green, KY.

Manager, Business Development:
Elizabeth O. McAbee

Ms. Mcabee has been Manager Business Development of Denny's Corporation since April 2023. Prior to April 2023, Ms. McAbee served as Senior Coordinator, Franchise Administration & Development from June 2019 to March 2023, located in Spartanburg, SC.

Manager, Business Development:
Laura Shock

Ms. Shock has been Manager Business Development of Denny's Corporation since April 2023. Prior to April 2023, Ms. Shock served as Senior Development Legal Analyst from August 2017 to March 2023, located in Spartanburg, SC.

Item 3

LITIGATION

50 East Thousand Oaks, LLC v Denny's, Inc. (Superior Court of California, County of Ventura, Case No. 56-2014-00456852-CU-CO-VTA)

On October 24, 2014, 50 East Thousand Oaks, LLC (Plaintiff), filed a complaint against Denny's, Inc. in the Ventura County Superior Court alleging breach of contract and intentional and negligent misrepresentation. The Plaintiff, as owner of property underlying a company restaurant that has since closed, was the successor in interest to an agreement with our affiliate DI, which would allow the landlord to operate a Denny's franchise at the location under certain conditions. DFO contended the plaintiff did not satisfy all conditions related to the franchise, and the plaintiff sued alleging DFO's decision was wrongful and not in accordance with the agreement. The litigation was dismissed on December 14, 2016, and on December 21, 2016, the settlement agreement was signed. Under the settlement, DFO and affiliates paid $115,000 in exchange for a release of all claims.

Rogers Family Foods, LLC v DFO, LLC (United States District Court, District of Minnesota Case No. 19-CV-1476)

On June 5, 2019, Rogers Family Foods, LLC (Plaintiff) filed a complaint against DFO, LLC (Defendant) in the United States District Court, District of Minnesota alleging continued royalty and brand building fees under Plaintiff's expired franchise agreement instead of the increased rates under a new successor franchise agreement. On August 6, 2019, DFO filed an answer and counterclaim along with a plea for declaratory judgement. The parties reached an agreement, and a successor franchise agreement was signed on January 20, 2021. Each party assumed its own costs, expenses, disbursements, and attorneys' fees pursuant to the Stipulation for Dismissal with Prejudice filed January 21, 2021. Order for Dismissal with Prejudice granted January 22, 2021.

RWDT FOODS, INC. v DFO, LLC AND DENNY'S, INC.; (Court of Common Pleas for Charleston County, South Carolina, Case No. 2022-CP-1004030)

On August 30, 2022, RWDT, Inc. filed a complaint against DFO, LLC and Denny's, Inc. (collectively, "Denny's") in the Court of Common Pleas for the Ninth Judicial Circuit in Charleston County, South Carolina, for specific performance, injunctive relief and declaratory relief, alleging breach of contract, breach of contract accompanied by fraudulent act, breach of implied good faith and fair dealing, intentional interference with prospective business relationships, conversion, and unjust enrichment. On October 6, 2022, an answer to the complaint was filed on behalf of DFO and Denny's. On September 8, 2023, a partial motion for judgment on the pleadings or, in the alternative, partial motion to dismiss, was filed on behalf of DFO and Denny's. On December 27, 2023, a motion to compel was filed on behalf of DFO and Denny's. Following a hearing on the partial motion for judgment on the pleadings on May 29, 2024, the court partially dismissed RWDT's causes of action. RWDT was permitted to file an Amended Complaint and did so alleging three causes of action: Breach of Contract, Breach of Contract Accompanied by Fraudulent Act, and Intentional Interference with a Contractual Relationship. On September 4, 2025, the court granted Denny's motion to compel. The court struck RWDT's jury trial demand by order dated November 24, 2025. Denny's filed a motion for summary judgment on January 20, 2026. As of the date of this disclosure document, discovery is ongoing.

Other than these 3 actions, no litigation is required to be disclosed in this disclosure document.

Item 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

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Item 5

INITIAL FEES

You must pay us an initial franchise fee of $30,000 for each traditional Denny's franchise. You must pay the initial franchise fee to us in full upon signing the Franchise Agreement. This fee, as described above, unless you sign a franchise agreement under a development incentive program, is uniform to all franchisees and is not refundable, in whole or in part, under any circumstance. The initial franchise fee in 2025 was $30,000.

The initial franchise fee includes management training for you, your Managing Owner, your Designated Operator, if required (see Item 15), and your managers at an approved training restaurant. You must pay the then current costs associated with the New Restaurant Opening team, including salaries, travel, hotel, and meals for training at your Restaurant as it opens. As of the date of this disclosure document those fees range from $0 to $45,000 depending on the level of assistance provided. (See Item 5 and 11 for a complete description of the New Restaurant Opening training). Therefore, the total amount you must pay to us or our affiliates when you purchase a traditional Denny's franchise may range between $30,000 and $75,000.

If you execute a Successor Franchise Agreement upon the expiration of your franchise agreement, you must pay an initial successor franchise fee of $10,000 for a ten-year agreement or $30,000 for a twenty-year agreement. This fee is payable in full when you sign the Successor Franchise Agreement. This fee is uniform to all successor franchisees and is not refundable, in whole or part, under any circumstances. The initial franchise fee paid for Successor Franchise Agreements in 2025 was $10,000 for 10-year and 11-year agreements and $30,000 for 20-year and 21-year agreements. In March 2022, we began offering franchisees the option of an eleven-year agreement for $10,000, or a twenty-one year agreement for $30,000 for all restaurants that were open during the COVID period of March 2020 through January 2022.

The initial successor franchise fee includes management training for any new Managing Owner, Designated Operator and your managers at an approved training restaurant.

If you qualify to sign a Successor Franchise Agreement, you have the option of continuing in business at your existing location by signing the Successor Franchise Agreement that has a ten, eleven, twenty, or twenty-one year term.

If you execute a Franchise Agreement for The Den by Denny's**,** you must pay an initial franchise fee of $10,000 for a ten-year agreement. This fee is payable in full when you sign the Franchise Agreement. This fee is uniform to all franchisees for The Den and is not refundable, in whole or part, under any circumstances.

The initial franchise fee for The Den includes management training for you, your Managing Owner, your Designated Operator, if required (see Item 15), and your managers at an approved training location. You must pay the then current costs associated with the New Restaurant Opening team, including salaries, travel, hotel, and meals for training at your Restaurant as it opens. As of the date of this disclosure document those fees range from $0 to $45,000 depending on the level of assistance provided. (See Item 5 and 11 for a complete description of the New Restaurant Opening training). Therefore, the total amount you must pay to us or our affiliates may range between $10,000 and $55,000.

We do not currently charge an additional initial franchise fee for our Virtual Brand Offerings.

IGP Development Agreement

If you sign an Incentivized Growth Program ("IGP") Development Agreement, your agreement will grant you the right to develop and open a specified number of restaurants within a designated protected geographical area(s) set out in Exhibit A to the Development Agreement (a "Territory"). Upon execution of the IGP Development Agreement, you will pay us a deposit of $5,000, which we will apply to the initial franchise fee due for the last restaurant opened under the IGP Development Agreement, provided that you remain in compliance with the terms of the IGP Development Agreement. You will forfeit the deposit if the IGP Development Agreement is terminated. Upon the opening of each restaurant in accordance with the development schedule set forth in the Development Agreement, we will contribute a development incentive of $75,000 dollars to you to offset the cost of the initial franchise fee and any New Restaurant Opening (NRO) fee. Provided you are in compliance with the Development Agreement, we will also reduce your Royalty Fees by 2% for (i) a period of up to 5 years or (ii) for a total amount of $225,000 in Royalty Fee savings, whichever occurs first. The total development incentive available for each restaurant under the Development Agreement is equal to $300,000 (i.e., $75,000 in incentive dollars and $225,000 in reduced royalties).

You may lose protection rights to your Territory if you open any restaurant under your IGP Development Agreement more than thirty (30) days late.

See Item 12 for more details on the IGP Development Agreement.

The IGP Development Agreement was not offered in 2025 and replaces our prior FLIP Development Agreement and Diner 2.0 Development Agreement.

Scrape and Rebuild/Offset Program

Under the Scrape and Rebuild / Offset Program you may request permission to relocate any existing Denny's restaurant to a brand-new building built at an approved site in the same Territory. The proposal may be subject to the process in place at that time for approving a new restaurant, including without limitation encroachment impact. Upon approval and completion of construction, you have the right to close the original restaurant and move the Denny's to the new location. To qualify for the Scrape and Rebuild / Offset Program, you must: (a) identify and have a site approved for the replacement restaurant no later than two years from the opening date of the former restaurant; (b) open the Offset restaurant no later than three years from the opening date of the former Restaurant; and (c) not have the original and Rebuild / Offset restaurants open at the same time. If we deem any down time between closing and opening to be too long, we may impose requirements such as training as conditions to reopening. If you satisfy the requirements of the Scrape and Rebuild / Offset Program, you will execute our then-current form of Franchise Agreement with no initial franchise fee, and the term of the new Franchise Agreement will begin on the opening date of the new restaurant. The term will continue for a full twenty (20) years from the opening date of the Rebuild / Offset Restaurant, unless sooner terminated by us as provided for in the agreement. You may carry over any favorable Royalty and Brand Building Fees for the period of time they were available under the original franchise agreement term.

New Restaurant Opening Training

We will assess the training needs of the Restaurant based on your level of experience. We reserve the right, in our sole discretion, to determine whether more or less training is appropriate in the circumstances. Where the highest level of support is required, we will send, at your expense, a training crew prior to opening to assist in the training and development of your employees in all areas of restaurant operation. As of the date of this disclosure document, those fees range from $0 to $45,000 depending on the level of assistance provided. Additional New Restaurant Opening ("NRO") training beyond the type and amount which we typically schedule (see Item 11, "New Restaurant Opening and Training Assistance," for a discussion of training which we typically schedule), is not available. The costs associated with the NRO training fee include salaries, lodging, meals, travel expenses, transportation, and other related expenses. Training must be scheduled at least 45 days prior to the opening date of your restaurant. The NRO Training Manager will arrive at your restaurant 14 days prior to the opening date of your restaurant, and the NRO training crew will arrive at your restaurant 13 days prior to the opening date of your restaurant. If you request that the NRO training be rescheduled within 45 days of the beginning training date (within 58 days of your opening date) you will be responsible for any additional fees we incur, including, but not limited to, salary, lodging, transportation, and meals. If the training is delayed after the NRO training crew is on site, you will be responsible for any additional cost we incur. The per diem cost of such training assistance, including salary and related benefits (including lodging, but excludes airfare and rental car) is approximately $400 for a manager and $400 per trainer. With our permission, your openings may be led by your own appropriate infrastructure including an approved Franchisee NRO Manager ("FNROM").

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Item 6

OTHER FEES

NAME OF FEE[1]	***AMOUNT***	***DUE DATE***	***REMARKS***
Royalty Fee	4.5% - 7%[2] of your Gross Sales	Payable weekly	Gross Sales is defined in Note 3 below
Brand Building Fee	3% of your Gross Sales[4]	Payable weekly	Gross Sales is defined in Note 3 below
Virtual Brand Offering Royalty Fee	4.5% of your Gross Sales	Payable weekly	Gross Sales is defined in Note 3 below
Virtual Brand Offering Brand Building Fee	3% of your Gross Sales	Payable weekly	Gross Sales is defined in Note 3 below.
Local Advertising Coop Fee	As determined by the Coop	Payable weekly	See Item 11 for details
Menus	$500 to $850 Prices subject to change for each menu rollout	2 required times per year (we may have optional menu offerings)	Pre-printed menus can be ordered through us or you may order shells and have menus printed with customer pricing independently
Gift Cards	$74.75	As incurred	Gift Cards are packaged in boxes of 250 cards. Cost does not include shipping.
Insurance	Actual cost	Within 7 days of receipt of bill	If you fail to maintain required insurance coverage, we may obtain this coverage at your expense
Reimbursement for Products, Services, etc.	Actual cost	Within 7 days of receipt of bill	You must reimburse us for purchases we make on your behalf[6]
Audit	Cost of audit	Within 7 days of receipt of bill	Payable only if you fail to furnish required information or if you understate Gross Sales by more than 2%
Testing	Actual cost	Within 7 days of receipt of bill	Applies to products not on our approved products list

NAME OF FEE[1]	*AMOUNT*	*DUE DATE*	*REMARKS*
Correction of Deficiency or Unsatisfactory Condition	Actual cost	Within 7 days of receipt of bill	If you fail to correct deficiency, we may do so on your behalf and at your expense
Assignment	To be determined by Company from time to time, currently $5,000 per restaurant, and $7,500 for every restaurant which changes owners past its remodel due date.	Prior to transfer or within 7 days of receipt of bill	
Rent	Varies depending on type of lease[6]	Weekly	Applies if you lease or sublease the Restaurant premises from DI
Sublease	75% of amount by which sublease rent paid to you exceeds rent you pay to us	Weekly	See Note 7
Interest	Lesser of 15% per year or maximum legal rate	Upon demand	Payable on overdue amounts
Successor Franchise	$10,000 or $30,000	Prior to signing new agreement	See Note 8
Costs and Attorneys' Fees	Actual cost	As incurred	Payable if you fail to comply with Franchise Agreement
Standard Enterprise Technology Platform Support Fee[9]	$55	Weekly	Payable if you use our Standard Enterprise Technology Platform
DINE Data Extraction and Software Delivery Fee	$60	Annually	See Note 9
DINE Software Subscription Fee	$48.65	Monthly	See Note 9
Endpoint Protection	$25 per device	Annual	See Note 9
Xenial Software Subscription Fee	$125	Monthly	See Note 9
Verifone Payment Terminal	$28 per device	Monthly	See Note 9

NAME OF FEE[1]	***AMOUNT***	***DUE DATE***	***REMARKS***
Credit Card Fees	As determined by third party card processors	Weekly	Fee Schedule is provided to you as Schedule 1 to the Payment Card Agreement
Denny's on Demand [off-site ordering and delivery][9]	$250 Activation; $70 Monthly; $0.09 per order	Monthly	All of these fees will be billed through your franchise finance account.
SCOC Surcharge[10]	$0.02 per case	As Incurred	All of these fees will be billed through your MBM/McLane invoice.
iLumen – aggregation of franchise P&Ls[11]	$200	Annual	This fee will be billed through your franchise finance account.
CREATE – graphic design service[12]	As incurred	As incurred	This fee will be billed through your franchise finance account.
Call Center Ordering[13]	As incurred	Monthly	This fee will be billed through your franchise finance account.
Cost to indemnify us[14]	As incurred	As incurred	You are required to indemnify and defend us from losses or claims relating to the operation of your restaurant.
Liquidated Damages	An amount equal to the average Royalty Fee paid during the prior two-years of operation, multiplied by the number of weeks remaining in the term of the Franchise Agreement, plus, an amount equal to the unamortized portion of any development incentive paid by Denny's to you	As incurred	You are required to pay us liquidated damages if you sign a Development Agreement with your Franchise Agreement and close the Restaurant without our prior approval.

NOTE 1: With the exception of fees contributed to a local advertising co-operative and the possible exception of reimbursement for products and services, all fees are imposed by and are payable to us or, in the case of rent or lease payments, DI. All fees are nonrefundable.

NOTE 2: The Royalty Fee for a Denny's within a Travel Center or a standard restaurant without a development incentive is 4.5% of your weekly gross sales.

Royalty Fee – The Den. The Royalty Fee for a Den by Denny's restaurant is 7% of your weekly gross sales.

Royalty Fee – IGP Development Agreement. Under the IGP Development Agreement, if you are in compliance with your development schedule under the IGP Development Agreement, then we will reduce your Royalty Fee by 2% for up to the first five years of your franchise agreement or up to a total of $225,000 in reduced Royalty Fees, whichever occurs first.

Month-to-Month Sublease Rate. As of the date of this Disclosure Document, DI is in the process of selling all of the company-owned Restaurants. If DI, at the time it sells a company-owned Restaurant, is in a month-to-month lease with the landlord at the Restaurant's location, then we may temporarily charge the franchisee a higher royalty rate (in lieu of a (Sub)Lease with DI) until the franchisee enters into a direct lease with the landlord. Once the franchisee enters into a direct lease with the landlord, the royalty rate will revert to the applicable royalty rate for the Restaurant under the Franchise Agreement.

NOTE 3: "Gross Sales" means the total revenues derived by you in and from the Restaurant from all sales of food, goods, wares, merchandise and all services made in, upon, or from the Restaurant whether for cash, check, credit or otherwise, without reserve or deduction for inability or failure to collect the same, including sales and services where the orders originate at and are accepted by you into the Restaurant but delivery or performance is made from or at any other place, or other similar orders are received or billed at or from the Restaurant; and any sums or receipts from the sale of meals to employees of the Restaurant. Gross sales does not include rebates or refunds to customers; or the amount of any sales taxes or other similar taxes that you may be required to pay and do collect from customers to be paid to any federal, state or local taxing authority.

NOTE 4: The current Brand Building Fee is 3% of Gross Sales.

NOTE 5: You must reimburse us for all fees, costs, expenses, taxes and charges which we pay on your behalf for products, services, supplies, equipment, goods, materials or inventory furnished to you by us, an affiliate or any third party, including taxing authorities, governmental agencies, vendors, contractors, and insurance carriers.

NOTE 6: If DI has owned and operated the Restaurant which you will operate under a Franchise Agreement with us, you must execute a (Sub)Lease with DI for the Restaurant real estate (Exhibit G). DI and DR may elect to sell real estate they own. DI may increase minimum rent under the (Sub)Lease, and these payments will vary depending on the location and size of the Restaurant premises. Minimum weekly rental payments range from $710 to $6,790 or more. In addition to a minimum rental payment, you will also be required to make percentage rental payments based upon the Gross Sales for the Restaurant less any amounts paid for minimum rent. DI may also increase the amount of percentage rent due under the terms of the (Sub)Lease. There are several ways in which rent will be determined.

If you execute a (Sub)Lease with DI, you will also be required to pay, as additional rent, all real property, business, occupation, personal property, sales, use, transfer and other taxes and assessments levied against the premises. This amount will be paid weekly based upon the previous year's taxes, if applicable, and DI's estimate of the sum (amortized on a weekly basis) of such taxes and assessments which will become due and payable by you during any applicable tax year. If the actual sum of taxes and assessments exceeds the estimated amount, you must pay DI the excess. If the actual sum of taxes and assessments is less than the estimate, DI will credit the difference to your account for the following tax year.

NOTE 7: If you execute a (Sub)Lease for the Restaurant and later sub-sublease or sublease the Restaurant, DI is entitled to receive as supplemental rent 75% of what you collect for the property in excess of the rent you pay DI. In addition, you are required to pay DI a fee of $250 for the review of a requested sub-sublease or sublease.

NOTE 8: You have no right or option to renew the franchise upon the expiration of the term of the Franchise Agreement. We may elect, in our sole discretion, to offer you a new franchise if you are in good standing under all of your agreements with us. This will be a Successor Franchise Agreement. The initial franchise fee for a Successor Franchise Agreement is $10,000 for a ten or eleven-year agreement or $30,000 for a twenty or twenty-one-year agreement.

NOTE 9: Restaurants using the Standard Enterprise Technology Platform will pay a weekly fee for technology support (“SETP Support Fee”), payable through your franchise account. The SETP Support Fee includes technology support, standard reporting, and menu/discount maintenance based on the marketing calendar. This fee will adjust as necessary based on planned support requirements. The current SETP Support Fee is $55 per week. In addition, we collect recurring fees on behalf of third parties: data extraction and software delivery $60 annually (DINE only), endpoint protection $25 per device, and software subscription of $125 per month for Xenial and $48.65 per month for DINE. Additional fees may be required based on the optional services you choose. We may increase these fees, including the SETP Support Fee, at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee. Additional menu maintenance, specialized data extracts or reporting, and all other service requests are subject to charges and expenses. These charges are collected weekly, monthly, or annually through your franchise finance account based on vendor invoicing. (See Exhibit J)

Customer-facing payment terminals from Verifone have a monthly service fee of $28 per device.

We use a mobile and online ordering system through Mobo Systems, Inc. (Olo). With Olo, customers can place an order through mobile or online devices connected to the internet (such as a smartphone or computer) and submit credit card payment. For Standard Enterprise Technology Platform units, the order will automatically print on restaurants' front of house printers, kitchen printers or kitchen displays. For Non-Standard Enterprise Technology Platform units, the order will be sent to a back-office computer or laptop inside the restaurant running Olo's Self-Service Ordering System—or SSOS, for short. From there, the order can be set up to automatically print, and restaurant staff will enter the ticket details into the POS.

To participate, restaurants will pay Olo a service activation fee of $250 (or a location transfer fee of $100) and a monthly service fee of $70, in addition to transaction fees of $0.09 per order. Many restaurants are eligible for delivery arranged by Olo or other parties not affiliated with us, which offer guests the opportunity to pay for their order on the provider's or third party's platform. These fees will be billed through your franchise finance account. (See Exhibit J-1).

For each Virtual Brand Offering concept there is a $5.00 per month fee and a $0.09 transaction fee payable to Olo for the integration of a new concept through Olo Rails.

NOTE 10: The SCOC currently charges two cents ($0.02) per each case delivered by MBM/McLane to cover expenses of SCOC related to programs, personnel, meetings, travel and costs. We reserve the right to decrease or discontinue the SCOC Surcharge upon notice to you.

NOTE 11: iLumen – you have the option to pay $200 per year for each restaurant as the cost to use third party software which aggregates and compares P&Ls from company and franchise restaurants.

NOTE 12: CREATE services – we provide local store marketing templates to you at no charge. However, if you want specialized marketing services (stickers, coupons, bar menus, local partnerships, etc.), we charge a fee per job. We will send you an estimate for you to agree to before work begins.

NOTE 13: Call Center Ordering is an optional program for eligible Denny's Franchisees. In this program, restaurants convert their phone lines to a Voice over Internet Protocal (VOIP) system the includes an Auto Attendant/IVR experience powered by ConversNow's Voice AI.

Using Voice AI, guests calling the restaurant are guided through a menu of options. Guests who indicate they want to place an order for Pickup or Delivery are assisted by ConverseNow's Voice AI ordering solution, which handles the order-taking experience on behalf of the restaurant. Orders are captured and entered through Olo's user interface (Olo Switchboard), sending the order directly to the restaurant's POS, as if the guest placed their order digitally through Dennys.com.

Call Center Ordering enables our restaurants to increase overall to-go sales and profitability by ensuring every phone call is answered and orders are consistently captured. ConverseNow's Voice AI is designed to accurately take orders and promote relevant upsells and add-ons, helping drive higher average checks while reducing the operational burden on restaurant team members.

To participate, restaurants must implement the VOIP solution from Comcast and notify the ConverseNow team of their intent to participate. Franchisees enroll and contract directly with ConverseNow for the Voice AI ordering service. Monthly

VOIP service fees are typically more cost-effective than traditional phone lines. ConverseNow Voice AI Ordering fees are $1.44 per completed order (with no charges for non-order calls) and are billed directly to the franchisee by ConverseNow.

NOTE 14: Your franchise agreement will require you to indemnify us, our parents, affiliates, owners, officers, and directors, and reimburse us, from any losses, claims, expenses, damages, and liability related to the operation of your restaurant including delivery and take-out.

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Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT[1]

DENNY'S DINER 2.0 FACILITY:

ITEM	*AMOUNT*	*METHOD OF PAYMENT*	*WHEN DUE*	*TO WHOM PAYMENT IS TO BE MADE*
Initial Franchise Fee[2]	$30,000	Lump sum	Upon signing Franchise Agreement	DFO
Site Improvements	$50,000 – $500,000	As required	As incurred	Seller, Vendors
Building and Improvements[3]	$950,000-$1,500,000	As required	As incurred	Seller, Vendors
Architectural Design and Engineering[4]	$30,000 to $60,000	As required	As incurred	Architect and Engineering
Equipment, Fixtures and Furnishings	$350,000 to $450,000	As required	As required	Contractor, Vendors
Signs	$80,000 to $120,000	As required	As required	Vendor
Standard Enterprise Technology Platform[5]	$25,000 - $40,000	As required	As required	Vendor

SUBTOTAL (building and equipment): $1,515,000 to $2,700,000.

Opening Inventory and Supplies[6]	$20,000 - $30,000	Lump Sum	As incurred	Vendors
Opening Advertising	$3,000 - $5,000	As required	As incurred	Vendors
Opening Menus	$500 - $850	Lump Sum	Prior to Opening	Us or our affiliates, or Vendors
Opening Gift Cards[7]	$74.75	Lump Sum	Prior to Opening	Vendor
New Restaurant Opening Training Team[8]	$0 - $45,000	Lump Sum	40 days prior to training	DFO
Security Deposits	$10,000 - $15,000	As required	As incurred	Lessor, Utilities
Insurance – 3 months	$15,000 - $20,000	As required	As incurred	Insurer

Soft Costs (Permits, Survey, Inspections)[9]	$5,000 - $100,000	As required	As incurred	City, County, and/or State Agencies
Additional Funds - 3 months[10]	$50,000 - $150,000	As incurred	As incurred	Employees, Vendors, Utilities

TOTAL ESTIMATED INITIAL INVESTMENT (exclusive of land): $1,618,574.75 to $3,055,924.75.[11]

THE DEN BY DENNY'S:

ITEM	*AMOUNT*	*METHOD OF PAYMENT*	*WHEN DUE*	*TO WHOM PAYMENT IS TO BE MADE*
Initial Franchise Fee[2]	$10,000	Lump sum	Upon signing Franchise Agreement	DFO
Building and Improvements[3]	$40,000 – $250,000	As required	As incurred	Seller, Vendors
Architectural Design	$15,000 – $40,000	As required	As incurred	Architect
Equipment, Fixtures and Furnishings	$75,000 – $195,000	As required	As required	Contractor, Vendors
Signs	$5,000 – $20,000	As required	As required	Vendor
Standard Enterprise Technology Platform[5]	$20,000 - $40,000	As required	As required	Vendor

SUBTOTAL (building and equipment): $165,000 to $555,000.

Opening Inventory and Supplies[6]	$7,000 – $20,000	Lump Sum	As incurred	Vendors
Opening Advertising	$3,000 – $5,000	As required	As incurred	Vendors
New Restaurant Opening Training Team	$0 - $45,000	Lump Sum	40 days prior to training	DFO
Security Deposits	$0 – $10,000	As required by lease	As incurred	Lessor, Utilities
Insurance	$15,000 – $20,000	As required	As incurred	Insurer

Soft Costs (Permits, Inspections)[9]	$5,000 – $25,000	As required	As incurred	City, County, and/or State Agencies
Additional Funds - 3 months[9]	$50,000 – $150,000	As incurred	As incurred	Employees, Vendors, Utilities

TOTAL ESTIMATED INITIAL INVESTMENT (exclusive of land): $245,000 to $830,000.[11]

DENNY'S TRAVEL CENTER [new construction]:

ITEM	*AMOUNT*	*METHOD OF PAYMENT*	*WHEN DUE*	*TO WHOM PAYMENT IS TO BE MADE*
Initial Franchise Fee[2]	$30,000	Lump sum	Upon signing Franchise Agreement	DFO
Building and Improvements[3]	$405,000-$700,000	As required	As incurred	Seller, Vendors
Architectural Design and Engineering[4]	$20,000 to $50,000	As required	As incurred	Architect and Engineering
Equipment, Fixtures and Furnishings	$350,000 to $450,000	As required	As required	Contractor, Vendors
Signs	$20,000 to $90,000	As required	As required	Vendor
Standard Enterprise Technology Platform[5]	$25,000 - $40,000	As required	As required	Vendor

SUBTOTAL (building and equipment): $850,000 to $1,360,000.

Opening Inventory and Supplies[6]	$20,000 - $30,000	Lump Sum	As incurred	Vendors
Opening Advertising	$3,000 - $5,000	As required	As incurred	Vendors
Opening Menus	$500 - $850	Lump Sum	Prior to Opening	Us or our affiliates, or Vendors
Opening Gift Cards[7]	$74.75	Lump Sum	Prior to Opening	Vendor
New Restaurant Opening Training Team[8]	$0 - $45,000	Lump Sum	40 days prior to training	DFO
Security Deposits	$0 - $10,000	As required by lease	As incurred	Lessor, Utilities

Insurance	$15,000 - $20,000	As required	As incurred	Insurer
Soft Costs (Permits, Survey, Inspections)[9]	$5,000 - $75,000	As required	As incurred	City, County, and/or State Agencies
Additional Funds - 3 months[10]	$50,000 - $150,000	As incurred	As incurred	Employees, Vendors, Utilities

TOTAL ESTIMATED INITIAL INVESTMENT (exclusive of land): $943,574.75 to $1,695,924.75.[11]

NOTE 1: With the exception of the Security Deposits, none of these expenses are refundable.

NOTE 2: You must pay us an initial franchise fee of $30,000 for each traditional Diner 2.0 Denny's restaurant or a Denny's within a Travel Center. If you execute a Franchise Agreement for a Den by Denny's, you must pay an initial franchise fee of $10,000 for a ten-year agreement.

NOTE 3: Our Diner 2.0 prototype is approximately 4,200 square feet with 150 seats. This building is scalable and can expand to 5,200 square feet with 220 seats or reduced to 3,400 square feet with 115 seats. Diner 2.0 requires roughly 1 acre of real estate with 50 – 75 automobile parking spaces. The interior uses Denny's new Diner 2.0 design image. A Den by Denny's can range from a counter to 2,500 square feet and is designed for a multi-use or free-standing building. Denny's Travel Center is approximately 4,000 square feet (140 seats), with parking provided by the Travel Center.

Real estate may range from $300,000 to $1,500,000 or more. If you convert an existing building, the cost may vary from $500,000 to $1,500,000 plus the cost of purchasing or leasing the building. The cost of purchasing real estate, or the capitalized value of the lease on existing land and building, may vary from $400,000 to $2,000,000. For Denny's Travel Center, you will lease the property from a third party.

NOTE 4: Range includes Civil Engineering cost of $15,000 to $30,000.

NOTE 5: Includes cost of installation and training.

NOTE 6: Includes non-ingredients and initial food inventory.

NOTE 7: Gift Cards and Gift Card Carriers are packaged in boxes of 250 cards. The current cost is $74.75 per box. The cost of shipping is extra.

NOTE 8: This amount does not include airfare.

NOTE 9: Your soft costs will vary. The permitting costs to develop and open the Den may be lower than the cost to develop and open a prototype Diner 2.0 Denny's or a Travel Center Denny's due to the smaller footprint and typical locations for the Den.

NOTE 10: You will need capital to support ongoing expenses, such as payroll and utilities, to the extent that these costs are not covered by sales revenue. New businesses typically require a higher working capital during pre-opening and opening, and we estimate that the disclosed amount will be sufficient to cover ongoing expenses for your first three months of operating the Restaurant. This is, however, only an estimate and there is no assurance that additional working capital will not be necessary during or after this start-up phase. Your actual costs will depend on factors including your management skill, experience and business acumen; local competition and economic conditions; the local market for the Restaurant; the prevailing wage rate; and the sales level reached during the start-up phase.

NOTE 11: We relied upon our historical experience in the restaurant business to compile these estimates. You should review these figures carefully with a business advisor, accountant or attorney before making a decision to purchase a Denny's franchise.

The current approved restaurant design is known as Diner 2.0.

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Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

To ensure the highest degree of quality and service, you must operate the Restaurant in strict conformity with our methods, standards, and specifications and you must purchase goods, services, supplies, fixtures, equipment, and inventory only from vendors we have approved. Under the current standards we have established for the System, you are not required to purchase or lease anything from us other than the SETP Support Fee, to the extent you are using the Standard Enterprise Technology Platform, and credit card processing services, where we are the intermediary for a third party.

We do not provide any material benefits to you based on your use of approved suppliers.

We do not have any officers who own any interest in any supplier.

Site Selection/Improvements

Under the IGP Development Agreement, you must comply with all of our expansion criteria. We will evaluate your expandability annually. Once approved for expansion, you must submit for our approval each proposed site for the development of a Denny's restaurant in strict accordance with the schedule in your agreement. Generally, we will notify you whether we approve a site within four months of your submission of a complete site package. If we disapprove a site, and you are still eligible for expansion, you may submit another site for our consideration, but this will not extend your development schedule unless mutually amended in writing. You must also obtain our approval of your final plans prior to the start of construction. See Item 12 for full details.

Lease of Premises

You must send us a copy of any lease for the Premises, which must contain the following terms and conditions:

(a) The Premises must be used only for the operation of a Denny's Restaurant;

(b) The landlord consents to your use of the Premises as a Denny's Restaurant which will be open during the required days and hours set out in the Franchise Agreement and the Brand Standards/HAACP Manual;

(c) The landlord agrees to furnish us with copies of any and all letters and notices sent to you, including notices of default, pertaining to the lease and the Premises, at the same time that these letters and notices are sent to you;

(d) You may not sublease or assign all or any part of your occupancy rights in the Premises, or extend the term or renew the lease, without our prior written consent;

(e) We will have the right to enter the Premises to make any modifications necessary to protect our trademarks and related proprietary rights and marks or to cure any default under the lease or under the Franchise Agreement; and

(f) We will have the right, at our sole option and without any obligation whatsoever to do so, to assume your occupancy rights under the lease for the remainder of its term upon your default or termination under the lease or under the Franchise Agreement.

Purchase of Equipment, Furniture, Fixtures and Signs

You must purchase fixtures, furniture, equipment, the Computer System, gift card processing equipment, signs, and supplies for the Restaurant. You must use only types or brands of fixtures, furniture, equipment, point of sale equipment, gift card processing equipment, signs, and supplies that we have approved from time to time as meeting our specifications and standards. You will be required to purchase or lease approved types, brands, or models of fixtures, furniture, equipment, restaurant technology, signs, and supplies only from vendors approved by us. Approved vendors are found in our Brand Standards Manual.

If you want to purchase fixtures, furniture, equipment, gift card processing equipment, signs, or supplies of a type, brand or model, or from a vendor that we have not approved, you must notify us and submit to us information as we request. We will notify you whether you are authorized to purchase the product for the Restaurant. We may impose reasonable inspection and supervision fees on franchisees or vendors to cover the costs we incur in making the decision.

Payment Card Agreement

You will be required to sign our Payment Card Agreement (Exhibit I) and participate in our credit and gift card programs. The term of the Payment Card Agreement will be for the length of your Franchise Agreement. Under the Denny's credit card program, all sales at the Restaurant paid with a credit card are remitted directly to DI. After receiving these credit card payments on your behalf, DI (or one of its affiliates) will subtract any payments which you may owe to us (including Royalty Fees, Brand Building Fees, and any other periodic payments) as well as any amounts which you may owe to DI (or one of its affiliates) (including any payments due under a (Sub)Lease executed in connection with your purchase of the former company or FDP restaurant), then we will remit to you the balance, if any. Franchisees who sign a Successor Franchise Agreement are also required to sign the Payment Card Agreement and participate in our credit card program.

New Product Offering Program

To participate in a New Product Offering, you must execute the New Product Offering Program Addendum for that offering. Currently, DoorDash, Grubhub, Postmates and UberEats are the only approved third-party delivery platforms for The Burger Den, The Meltdown, and Banda Burrito.

Gift Card Program

All franchisees other than institutional operators of non-traditional Denny's are required to participate in our gift card program, under which you will sell and redeem gift cards that are common to all participating restaurants. Under the gift card program, you will be required to sign a Gift Card Program participation agreement (See Exhibit F) with us and our service provider, (currently Comdata Stored Value Systems, Inc. ("CSVS")) and comply with their requirements. CSVS requires that you provide them with automated withdrawal rights over a bank account where you will maintain a balance from time to time at least equal to the amount of gift cards you have sold plus program fees. This can be an account with your other restaurant monies or a separate account just for CSVS. Through this account, the service provider will deposit the amount of gift cards that you redeem which were sold elsewhere and will withdraw the amount of gift cards you sold which were redeemed elsewhere. In addition to the gift card amounts, CSVS will withdraw service fees from your bank account. These fees will vary, but currently franchisees pay $10 each month for each bank account as a service fee to CSVS, a cost per gift card of $0.289, between $0.03 and $0.05 per transaction, and 9% for every redeemed gift card that was originally sold at a third party retailer, all withdrawn monthly.

Gift cards purchased in the United States can only be redeemed at restaurants located in the US. Gift cards cannot currently be used as payment for Denny's on Demand.

Food Products, Beverages, Supplies, Materials and Menus

The reputation and goodwill of Denny's restaurants are based on, and can only be maintained by, the sale of high-quality products and services. Accordingly, you will be required to conform to our specifications and quality standards and purchase from vendors we approve for food products, beverages, and materials.

We have compiled a list of approved products and approved distributors which comply with our specifications. Our specifications may include minimum standards for the quality of food products and other restrictions. Currently, only MBM Corporation, dba McLane Foodservice ("McLane"), located at 2641 Meadowbrook Road, Rocky Mount, North Carolina 27802, is approved by us as a national distributor of most products and supplies to Denny's restaurants. However, you may purchase or lease from any approved vendor and may purchase from any other vendor you select if you first submit to us a written request for approval for the vendor. Our criteria for approving suppliers are available to you upon request. We may require an inspection of any other vendor's facilities and delivery of samples of any other vendor's products to us or to an independent laboratory. We will evaluate any product which you are considering for purchase to determine whether the item complies with our specifications. Within a reasonable time following the completion of our evaluation, generally within six weeks, we will give you the results and, if disapproved, the reasons for the non-approval of any item, vendor or distributor. If at any time a supplier ceases to meet our specifications, we may revoke approval. We may impose reasonable inspection and supervision fees on franchisees, distributors or vendors to cover the costs we incur in evaluating any vendor or distributor on your behalf. We may impose limits on the number of vendors or brands for any product.

We purchase products for our company-owned restaurants under our own contract with McLane. Our contract requires us to notify McLane in advance of any sale of a franchise or franchise restaurant. New franchisees must make arrangements directly with McLane to establish an account.

We have an Intranet website, www.dennys.onelogin.com, where you have access to our requirements, information, and standards. At least one person (management level or above) in your organization must have a valid user name for dennys.onelogin. We require that your restaurant(s) sign up for the eSupply / courtesy shipment function. With courtesy shipment, you will receive an email for each new product training and roll-out event. Plus, unless you change the quantity on dennys.onelogin, each restaurant will receive a courtesy shipment when a new product is introduced. Your restaurant(s) will be billed for the cost of the product and shipping.

You may purchase menus indicating prices of your choice from any menu printer or vendor, so long as the menus are identical in appearance and quality to the menus available for purchase from our approved menu supplier. The prices you charge for menu items are solely at your discretion.

You may order printed restaurant supplies (business forms, training materials, posters, local store marketing, etc.) from a vendor unaffiliated with us, or from any other vendor you select or you may have the forms printed by a print shop using the electronic images provided on Denny's Distribution/Marketing web site (www.dennys.onelogin.com).

Rebates

Currently, DI negotiates terms for most of the goods and many of the services used in company and franchise restaurants. These arrangements typically do not include rebates or other consideration from the vendor. However, there are a limited number of products where we and franchisees receive rebates. Franchisees participate directly in certain programs where they receive rebates equal or higher to those we receive. Other programs have rebates paid to us, which may be based on volume purchased by both company and franchise stores, or the total business with Denny's system. All rebates that we receive related to purchases by franchise stores go to the general Brand Building Fund (discussed in Item 11). We do not recognize any of the rebates with respect to purchases by franchisees as income on our financial statements.

Our Revenue from Sales and Leases to You

In the 2025 fiscal year, we did not derive any revenue from Denny's franchisees' required purchases and leases of products and services. However, DI received a total of $227,851,000 from the required sale or lease of products and services to our franchisees. This information is derived from DI's unaudited internal accounts. We estimate that the percentage of the total expenditures you incur in operating the Restaurant which will be comprised of franchise fees and sublease or lease payments to us or our affiliates will range from 7.5% to 28.5% of your total purchases and leases of goods and services to establish and operate the restaurant.

Specifications, Standards and Procedures

Each aspect of the interior and exterior appearance, layout, decor, services, and operation of the Restaurant is subject to our specifications and standards. You are required to comply with all mandatory specifications, standards, and operating procedures (whether contained in the Brand Standards/HAACP Manual or any other written communication) relating to the appearance, function, cleanliness and operation of the Restaurant.

Maintenance and repair of the Restaurant are solely your responsibilities. For the duration of the Franchise Agreement, you must, at your expense, maintain the Restaurant building, parking lot, equipment, smallwares, utensils, supplies, and inventory in full working order and good repair. You must replace any of the equipment and repaint the Restaurant as necessary to satisfy Section 12 of the Franchise Agreement. Replacement equipment must be of the same type and quality as are being installed in new Denny's restaurants at the time replacement is required. All replacement equipment must comply with our current requirements and specifications. You must, at your cost and expense, keep the Restaurant in clean, safe, and sanitary condition at all times in accordance with the Brand Standards/HACCP Manual, any lease or sublease for the Restaurant site, and all applicable federal, state and local laws.

We may require the Restaurant to be remodeled at your expense at any time but not more frequently than once every eight years. However, you will not be obligated to perform remodeling work in excess of the scope of remodeling work being done under our then-current remodeling program. As part of your remodeling requirements, you must update all signs used in connection with the Restaurant, including interior and exterior signs, to conform to our current sign criteria. In addition to remodel requirements, you must change your signage to comply with our updated or revised requirements when requested by us.

Advertising by Franchisee

Your local advertising will be subject to our prior written approval. We will not derive income from your purchase of local advertising.

Standard Enterprise Technology Platform

We require that you purchase and implement at your expense our Standard Enterprise Technology Platform system to enter customer orders and collect payment and facilitate restaurant technology we deem necessary. This system was designed specifically for Denny's restaurants, and includes hardware and software, managed network services, payments as a service, optional business applications such as labor scheduling and inventory control systems, secured access to internet or extranet based web sites and web applications, e-learning, and processing of Denny's stored value gift cards. You must use approved hardware, software, and service providers.

Denny's has the right to verify the sales information you submit, and we may export sales information directly from your restaurant technology or otherwise obtain information regarding the sales at the Restaurant.

We reserve the right to connect to and extract data from your systems. We may require you to participate in sharing daily financial sales, product mix, and other pertinent data. We will own all data we obtain.

Denny's standards may change from time to time through the term of your Franchise Agreement. You may be required, at your expense to upgrade business systems (hardware, software, connectivity, etc.) as Denny's standards are updated. There are no limitations to the frequency and costs for the required upgrades.

Restaurants using the Standard Enterprise Technology Platform will pay a weekly fee for technology support ("SETP Support Fee"), payable through your franchise account. The SETP Support Fee includes technology support, standard reporting, and menu/discount maintenance based on the marketing calendar. This fee will adjust as necessary based on planned support requirements. The current SETP Support Fee is $55 per week. In addition, we collect recurring fees on behalf of third parties: data extraction and software delivery $60 annually (DINE only), endpoint protection $25 per device, and software subscription of $125 per month for Xenial and $48.65 per month for DINE. Additional fees may be required based on the optional services you choose. We may increase these fees, including the SETP Support Fee, at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee. Additional menu maintenance, specialized data extracts or reporting, and all other service requests are subject to charges and expenses. These charges are collected weekly, monthly, or annually through your franchise finance account based on vendor invoicing. (See Exhibit J.)

Customer-facing payment terminals from Verifone have a monthly service fee of $28 per device.

We use a mobile and online ordering system through Mobo Systems, Inc. ("Olo"). With Olo, customers can place an order through mobile or online devices connected to the internet (such as a smartphone or computer) and submit credit card payment. For Standard Enterprise Technology Platform units, the order will automatically print on restaurants' front of house printers, kitchen printers or kitchen displays. For Non-Standard Enterprise Technology Platform units, the order will be sent to a back-office computer or laptop inside the restaurant running Olo's Self-Service Ordering System—or SSOS, for short. From there, the order can be set up to automatically print, and restaurant staff will enter the ticket details into the POS.

To participate, restaurants will pay Olo a service activation fee of $250 (or a location transfer fee of $100) and a monthly service fee of $70, in addition to transaction fees of $0.09 per order. Many restaurants are eligible for delivery arranged by Olo or other parties not affiliated with us, which offer guests the opportunity to pay for their order on the provider's or third party's platform. These fees will be billed through your franchise finance account. (See Exhibit J-1).

For Third-Party Marketplace orders that originate on platforms such as DoorDash, UberEats, Postmates, or Grubhub, delivery companies typically charge restaurants a commission fee that ranges from 5-24% of the total order; to help offset this commission rate, Denny's currently enables our franchisees to add a pricing surcharge of either 15%, 17.5% or 20%, with all prices rounded up to the nearest $0.09 ending.

For each Virtual Brand Offering concept there is a $5.00 per month fee and a $0.09 transaction fee payable to Olo for the integration of a new concept through Olo Rails.

Call Center Ordering

Call Center Ordering is an optional program for eligible Denny's Franchisees. In this program, participating restaurants convert their phone lines to a Voice over Internet Protocol (VOIP) system that includes an Auto Attendant/IVR experience powered by ConverseNow's Voice AI.

Using Voice AI, guests calling the restaurant are guided through a menu of options. Guests who indicate they want to place an order for Pickup or Delivery are assisted by ConverseNow's Voice AI ordering solution, which handles the order-taking experience on behalf of the restaurant. Orders are captured and entered through Olo's user interface (Olo Switchboard), sending the order directly to the restaurant's POS, as if the guest placed their order digitally through Dennys.com.

Call Center Ordering enables our restaurants to increase overall to-go sales and profitability by ensuring every phone call is answered and orders are consistently captured. ConverseNow's Voice AI is designed to accurately take orders and promote relevant upsells and add-ons, helping drive higher average checks while reducing the operational burden on restaurant team members.

To participate, restaurants must implement the VOIP solution from Comcast and notify the ConverseNow team of their intent to participate. Franchisees enroll and contract directly with ConverseNow for the Voice AI ordering service. Monthly VOIP service fees are typically more cost-effective than traditional phone lines. ConverseNow Voice AI Ordering fees are $1.44 per completed order (with no charges for non-order calls) and are billed directly to the franchisee by ConverseNow.

Insurance

You must maintain current and effective insurance policies issued by carriers acceptable to us for:

(1) comprehensive general and product liability insurance in the amount of at least $1,000,000 combined single limit ($3,000,000 aggregate if you own three or more restaurants), along with a Grantor of Franchise endorsement;

(2) all risk insurance, covering the building, structures, equipment, improvements, and the contents in and at the Restaurant, on a full replacement cost basis, including an agreed amount endorsement if applicable, insuring against all risks of direct physical loss;

(3) business interruption insurance for actual loss sustained, covering the rental of the Restaurant site, previous profit margins, weekly Royalty Fee and Brand Building Fees paid to us, maintenance of competent employees and other fixed expenses;

(4) workers' compensation insurance as may be required by applicable law;

(5) liquor (dramshop) liability insurance if you have a liquor or beer and wine license and you sell alcoholic beverages in the Restaurant;

(6) Builder's All Risk insurance in connection with and before you start any construction, refurbishment or remodeling of the Restaurant;

(7) commercial umbrella insurance, with limits of at least five million dollars ($5,000,000) ($10,000,000 if you own three or more restaurants) which must be excess to the general liability, automobile, worker's compensation coverage, and professional liability; and

(8) Auto insurance covering any automobiles.

Each insurance policy must name us, our affiliates, parents, and subsidiaries as additional insureds and must include other provisions as we require. You must deliver to us certificates of insurance or a copy of the subject policies. If you fail to deliver to us proof of insurance or if your insurance is canceled, expires or is otherwise terminated, we have the option to purchase the required insurance on your behalf and you must reimburse us for its cost. We will not derive income from purchasing insurance for you.

Supply Chain Oversight Committee & Purchasing Cooperative

We and the Denny's Franchisee Association ("DFA") created the Supply Chain Oversight Committee ("SCOC") to collaborate on strategic supply chain oversight and improvements for traditional, full-service restaurants within the contiguous 48 United States. As of the Issuance Date, you are obligated to enter into a Franchisee Participation Agreement in the form approved from time to time by the SCOC. The current form of SCOC Franchisee Participation Agreement is attached as Exhibit E. The SCOC currently collects a $0.02 per case surcharge on all purchases through McLane to cover expenses of the SCOC such as programs, personnel, meetings, travel and costs. This fund may also be used for payments to franchisees. We reserve the right to modify, terminate, or discontinue the SCOC and the Franchisee Participation Agreement.

The DFA and existing Denny's franchisees formed Supply Leadership Administration & Management LLC, a Delaware limited liability company ("SLAM"), a purchasing and distribution cooperative. Beginning June 2026, SLAM will be the then-current exclusive purchasing agent and supply chain administrator for purchasing activities for food, beverages, packaging, equipment, and vendor-provided services ancillary to food, beverages, ingredients, packaging, and distribution services for all Restaurants located in the United States. Our parent, DI, is a member of SLAM and has the right to appoint two members of the SLAM Board of Directors, who collectively share one vote. SLAM intends to ensure that all Restaurants receive the benefit of continuously available goods and distribution services in adequate quantities and at the lowest practicable sustainable delivered prices, taking into account cost, quality, service levels, and the best interests of the Denny's System. SLAM operates on a cooperative basis and generally passes on savings through lower prices for participating Restaurants and patronage dividends for participating members.

Upon executing a Franchise Agreement, you become eligible to participate as a member of SLAM. To become a member of SLAM, you must sign a Membership Subscription Agreement, which addresses any participating franchisee's rights and obligations as a member of SLAM, including requirements to pay a one-time membership fee (currently $10) and to purchase virtually all of its requirements of SLAM-sourced goods, products, food, ingredients, packaging, equipment, vendor-provided services, and distribution services. Membership in SLAM is not required. You must purchase virtually all required food, beverages, ingredients, packaging, and distribution services, under supply chain programs offered and administered by SLAM, whether or not you are a member of SLAM.

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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. Unless otherwise noted, the sections referenced for the Franchise Agreement are the same in the Successor Franchise Agreement.

OBLIGATION	***SECTION IN AGREEMENT***	***ITEM IN DISCLOSURE DOCUMENT***
a. Site Selection and Acquisition/Lease	Section 4 of Franchise Agreement, Section 2.5 of Diner 2.0-DA agreement, Section 1.2; 2.6 of FLIP, Section 4 of Purchase Agreement	Items 5, 7 & 11
b. Pre-opening Purchases / Leases / Improvements	Section 5 of Franchise Agreement	Item 8
c. Site Development and Other Pre-opening Requirements	Sections 4 & 5 of Franchise Agreement	Items 5, 7 & 11
d. Initial and Ongoing Training	Section 16 of Franchise Agreement	Items 6 & 11
e. Opening	Section 16 of Franchise Agreement	Item 11
f. Fees	Section 6 of Franchise Agreement, Section 3 of Diner 2.0-DA agreement, Section 3 of FLIP	Items 5 & 6
g. Compliance with Standards and Policies/Manuals	Sections 11, 13 & 14 of Franchise Agreement	Item 8 and 11
h. Trademarks and Proprietary Information	Section 2 of Franchise Agreement, Section 6 of Diner 2.0-DA agreement, Section 7 of FLIP	Items 13 & 14
i. Restrictions on Products/Services Offered	Section 11 of Franchise Agreement, and SCOC Franchisee Participation Agreement	Item 16
j. Warranty and Customer Service Requirements	N/A	N/A
k. Territorial Development and Sales Quotas	Sections 1 and 2 of Diner 2.0-DA agreement and FLIP	Item 12
l. Ongoing Product/Service Purchases	Section 11 of Franchise Agreement, and SCOC Franchisee Participation Agreement	Item 8
m. Maintenance, Appearance and Remodeling Requirements	Sections 5, 11 & 12 of Franchise Agreement	Item 11
n. Insurance	Section 9 of Franchise Agreement, Section 7 of Diner 2.0-DA agreement, Section 8 of FLIP	Items 6 & 11

OBLIGATION	*SECTION IN AGREEMENT*	*ITEM IN DISCLOSURE DOCUMENT*
o. Advertising	Section 8 of Franchise Agreement	Items 6 & 11
p. Indemnification	Section 9.3 of Franchise Agreement, Section 7.4 of Diner 2.0-DA agreement, Section 8.4 of FLIP, Sections 12 and 13 of Purchase Agreement	Item 6
q. Franchisee's Participation /Management/Staffing	Sections 10 & 14 of Franchise Agreement	Items 11 & 15
r. Records/Reports	Section 7 of Franchise Agreement	Item 6
s. Inspection/Audits	Sections 7.8 & 15 of Franchise Agreement	Items 6 & 11
t. Transfer	Section 17 of Franchise Agreement, Section 8 of Diner 2.0-DA agreement, Section 9 of FLIP	Items 6 & 17
u. Renewal	Section 17 of Diner 2.0-DA agreement	Item 6
v. Post-termination Obligations	Section 19 of Franchise Agreement, Section 10 of Diner.0-DA agreement, Sections 12 of FLIP	Item 17
w. Noncompetition Covenants	Section 20 of Franchise Agreement, Section 17 of Diner 2.0-DA, Section 19 of FLIP	Item 17
x. Dispute Resolution	Section 21.9 of Franchise Agreement, Section 15 of Diner 2.0-DA agreement, Section 17 of FLIP, Section 14.D of Purchase Agreement	Item 17
y. Participation in an Advertising Cooperative	Section 8.3 of Franchise Agreement	Item 11
z. Franchisee Preview	N/A	Item 11
aa. Review of Financial statements	N/A	Item 19

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Item 10

FINANCING

We are not obligated to do so, but we occasionally offer to finance the purchase of POS systems and other items introduced into the Denny's System. We do not otherwise customarily accept notes or other instruments from franchisees and, accordingly, have not in the past sold, assigned, or discounted to a third party, in whole or in part, any note, contract, or other instrument executed by a franchisee. We have no present intent to sell, assign, or discount notes or instruments in the future to a third party.

Neither we nor our affiliates receive revenue or other benefits from any person or entity for the placement of financing.

Except as described above, we do not offer financing for the establishment or operation of the Restaurant.

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Item 11

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

Except as listed below, we are not required to provide you with any assistance. The assistance described in the sections titled "Pre-Opening Obligations" and "Continuing Obligations" below may be provided directly by us or through one or more of our affiliates. References in the sections titled "Pre-Opening Obligations" and "Continuing Obligations" below to "we", "us", "our" and the like, are inclusive of our affiliates.

Pre-Opening Obligations

We will provide the following pre-opening assistance:

(1) Provide you with prototype plans and specifications, including interior layout and decor, equipment specifications and sign design. (Franchise Agreement, Section 5.3.)

(2) We will provide to you the names of approved suppliers for any required equipment, signs, fixtures, opening inventory and supply. We provide written specifications for these items in the Manuals or otherwise upon your request. Generally, we do not deliver or install any of these items and you will receive them in the manner you arrange with the vendor.

(3) Provide management training for you, your Managing Owner or Designated Operator, if applicable, and your managers at an approved training restaurant. (Franchise Agreement, Section 16.)

(4) We will assess the training needs of the Restaurant based on your level of experience. We reserve the right, in our sole discretion, to determine whether more or less training is appropriate in the circumstances. Where the highest level of support is required, we will send, at your expense, a training crew prior to opening to assist in the training and development of your employees in all areas of restaurant operation. Additional New Restaurant Opening ("NRO") training beyond the type and amount which we typically schedule (see Item II, "New Restaurant Opening and Training Assistance," for a discussion of training which we typically schedule), is not available. The costs associated with the NRO training fee include salaries, lodging, meals, travel expenses, transportation, and other related expenses. Training must be scheduled at least 45 days prior to the opening date of your restaurant. The NRO Training Manager will arrive at your restaurant 13 days prior to the opening date of your restaurant, and the NRO training crew will arrive at your restaurant 11 days prior to the opening date of your restaurant. If you request that the NRO training be rescheduled within 45 days of the beginning training date (within 58 days of your opening date) you will be responsible for any additional fees we incur, including, but not limited to, salary, lodging, transportation, and meals. If the training is delayed after the NRO training crew is on site, you will be responsible for any additional costs we incur. The per diem cost of such training assistance, including salary and related benefits is approximately $400 for a manager and $400 per trainer. With our permission, your openings may be led by your own appropriate infrastructure including an approved FNROM.

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(5) Provide access to our Brand Standards / HACCP Manual for each Denny's restaurant you operate through our Intranet. (Franchise Agreement, Section 11.)

Continuing Obligations

We will provide the following assistance during your operation of the Restaurant:

(1) Develop and engage in advertising, public relations and promotional campaigns designed to promote and enhance the value of all Denny's restaurants. (Franchise Agreement, Section 8.1.)

(2) Protect and defend you against any claims or challenges arising out of your authorized use of our trademarks. (Franchise Agreement, Section 20.1.)

(3) Periodically inspect your Restaurant and deliver to you a report of our evaluation. (Franchise Agreement, Section 15.2);

(4) Train new Restaurant managers and replacement Managing Owners or Designated Operators at an approved training restaurant. If a Denny's, Inc., restaurant is not available for training, an approved franchise training restaurant may be used with the approval of the VP of Training and the VP of Franchise Operations. (Franchise Agreement, Section 16.)

(5) Provide periodic guidance to you with regard to the System, including improvements and changes. (Franchise Agreement, Section 16.2.)

(6) Periodically modify the Brand Standards / HACCP to reflect changes in standards, specifications and operating procedures. (Franchise Agreement, Section 11.1.)

(7) For an additional fee, pursuant to your request, and subject to a separate agreement, provide menu maintenance and support for the Standard Enterprise Technology Platform (see Standard Enterprise Technology Platform Agreement).

Franchise Preview

As a franchise candidate you must complete a two-day (16 hours) franchise preview of the operation of a Denny’s restaurant. The franchise preview will allow you to observe and evaluate the demands of our 24-hour operations. We do not compensate you for your time or any work performed during the franchise preview and completing the franchise preview does not guaranty that you will be approved as a Denny’s franchisee.

Site Selection

If you execute a development agreement, you must submit for our approval a site within a designated geographical area according to the development schedule or in time to meet the required opening dates. If you have independently obtained a site for the Restaurant, then before execution of the Franchise Agreement, you must present to us for approval a restaurant site proposal, including a site description and analysis, containing traffic and other demographic information in the format we require. We will consider this information, the locations of other family style or fast-food restaurants in the vicinity of the proposed site and other items as may be part of our standard site criteria in determining whether to approve a site. We will notify you within four months with our decision about a site.

The success of the Restaurant depends on a number of factors including your operational abilities, site location, consumer trends and such other factors that may or may not be within your direct control.

The length of time between executing the Franchise Agreement and opening the Restaurant is difficult to estimate if you have independently obtained a site for the Restaurant. After you secure the Restaurant site, design, permit receipt, construction or remodeling, and furnishing of the Restaurant could take approximately three to eighteen months, with twelve months being typical. However, if you fail to open the Restaurant for business within 24 months from the date of the Franchise Agreement, we may terminate the Franchise Agreement. If you enter into a development agreement with us, you must open the number of Denny's Restaurants as required by the mutually agreed upon development schedule set out in the agreement.

Management Training

TRAINING PROGRAM[1]

Subjects Taught[2]	Hours of Classroom Training	Hours of On-The-Job Training	Location
Franchisee Manager in Training Program (“FMIT Program”) [3]; and Restaurant Manager in Training Program[4]	None	50 days	Approved STAR Training Restaurants[5]
New Restaurant Opening (“NRO”) and Training Assistance[6]	See Note 6	See Note 6	Your new Restaurant
Food Safety Training and Certfication[7]	8 – 16 depending on state requirements	None	On-line

1. Unless otherwise noted, all the Required Training is conducted under the supervision of Ms. Fasika Melaku-Peterson, Senior Vice Human Resources & Chief Learning Officer. See Item 2 for specific positions held by Ms. Melaku-Peterson.

2. Unless otherwise noted, we do not charge for the required initial training. However, you will be responsible for all salaries and any travel related costs which you incur in connection with you and your employee’s completion of our required training programs. If you and your employees complete the training programs at a company-owned training restaurant, we will require that you have the necessary insurance in place for worker's compensation and other employment-related claims. In addition, we will require that you indemnify us for any claims which may be made in connection with you and your employee’s training at a company-owned restaurant and that you and your employees sign waivers relating to our liability.

3. For all subjects, the Franchisee, Managing Owner, and Designated Operator must attend. Restaurant Managers must attend: FMIT Program and Food Safety Training and Certification. All other persons in charge that are not managers must attend Food Safety Training and Certification.

Where “Franchisee” is required, this means the individual franchisee who is personally responsible for the day-to-day operations of the Restaurant. (See Item 15.)

4. This Restaurant Manager in Training Program is a comprehensive training program designed to equip both company and franchise managers with the necessary culinary, hospitality and restaurant management knowledge and skills to be a successful Restaurant Manager at Denny’s. The training program is divided into 5 modules:

a) Orientation
b) Passion for Culinary Management
c) Obsessed with Hospitality Management
d) Restaurant Management
e) Transition Process

Each module gives life to The Denny’s Way through activities that provide hands-on demonstration of supporting behaviors.

MODULE 1 – ORIENTATION
The Orientation module provides an overview of our guiding principles and operating tenets, which serve as the foundation of our organization. In addition, the manager will learn about the training restaurant and receive an introduction to this training program. By the end of the first two days, the foundation will be set for the rest for the Restaurant Manager training.

MODULE 2 – PASSION FOR CULINARY MANAGEMENT
The focus of the Culinary Management module is to provide the manager with an in-depth understanding of all processes, systems, and behaviors necessary to lead culinary excellence at Denny’s. In addition, they will learn about all Back-of House employee positions. During this time, their goal is to gain a solid understanding of the skills and competencies necessary in each position. Additionally, they will develop a thorough awareness of food philosophy and specifications and techniques while gaining a solid understanding of our hourly employee training standards. At the end of each week, they will complete a quiz over content introduced that week. At the end of this module, they will complete a comprehensive culinary test to substantiate their skill development and knowledge retention. They must successfully pass the test prior to moving on to the next module.

MODULE 3 – OBSESSED WITH HOSPITALITY MANAGEMENT
The focus of the Hospitality Management module is to understand Denny’s Obsessed with Hospitality philosophy of Delight and Make It Right. Managers will learn the management behaviors necessary to train, maintain and nurture this philosophy within our restaurants. Floor management, service training, staffing standards, guest relations, and labor planning are all included in this module. In addition, they will learn about all Front-of-House employee positions. During this time, their goal is to gain a solid understanding of the skills and competencies necessary in each position. At the end of each week, they will complete a quiz over content introduced that week. At the end of this module, they will complete a comprehensive hospitality test to evaluate their skill development and knowledge retention. They must successfully pass the test prior to moving on to the next module.

MODULE 4 – RESTAURANT MANAGEMENT
The focus of the Restaurant Management module is to give managers the opportunity to put into practice everything they have learned in the first three modules. During this important time, the manager has an opportunity to safely practice key Denny’s operational and management behaviors and activities, over and over, for the purpose of mastering it and developing consistent

routines or practices to run great restaurants. They will also gain a deeper understanding of financial statements, inventories, ordering, receiving, facility maintenance and safety and sanitation procedures. At the end of each week, they will complete a quiz over content introduced that week. At the end of this module, they will complete a final exam. Exams and validations are key to demonstrating that the manager has successfully completed the Denny's Manager Training Program.

MODULE 5 – TRANSITION PROCESS
The Transition Process module is the final step of the training program. Unlike the other modules, this module occurs in the restaurant that the trainee will lead as a manager. The objective is to ensure that the manager is successfully acclimated and welcomed into their new restaurant and has the support system in place to help them be successful.

If you and your employees attend training conducted by us, the training will be conducted by STAR Trainers that have been approved by us to conduct our initial training program. Instructional materials for our initial training program include a FMIT Program manual, program evaluations, and program validations. All managers must pass the module tests and final exam. You must have at least three managers at all times who have successfully completed Denny's FMIT Program.

5. The training will be conducted at one of numerous geographically dispersed Denny's restaurants designated by us for training. If you already operate a Denny's restaurant, you may take advantage of the same training which we offer to franchisees opening their first restaurant. However, you may also apply to us to have any Denny's restaurant which you already own and operate approved as a training restaurant for the training of restaurant managers. If you are successful in obtaining approval of a Denny's restaurant you own and operate as a training restaurant, you may conduct your own initial training of managers for any additional Denny's restaurants which you may establish. In addition, you may also conduct at a training-approved restaurant any ongoing training of managers if you need to replace management employees. The criteria used to determine whether a Denny's restaurant qualifies for approval as a Denny's training restaurant include: (1) the management staffing levels and management development at the restaurant; (2) the training qualifications of key employees at the restaurant, including eLearning complete training manager testing of at least 90% score on the eLearning Mid-Term and Final test; (3) the training materials and equipment on the premises of the restaurant and in use in the restaurant; and (4) the restaurant's historical performance including: Brand Protection Review scores, guest count growth, guest satisfaction scores, guest complaints and maintaining Denny's brand standards.

Shift Leader Training Program
The Shift Leader Training Program is built to support the development of current hourly employees to become first-time Leaders at Denny's. The goal of this program is to develop Shift Leaders capable of running effective shifts. The program is administered in the employees' home restaurant under the direction of the General Manager ("GM") and Restaurant Manager ("RM"). It's self-paced learning that is structured, yet flexible, where employees developing for the Shift Leader role can work through the content at a pace that allows them to practice new skills. A blended learning approach is utilized, including eLessons, videos, and the Shift Leader Training Program Guide. The program is made up of four modules: (1) Orientation, (2) Excelling as a First-Time Leader, (3) Leading a Delight & Make It Right Culture, (4) Operating a Denny's Way Shift. At the conclusion of each module, the employee takes a quiz to validate learning has taken place and engages in a conversation with their Managers to review progress. At the end of the program, the employee completes a Final Exam, receives a Shift Management Review, and completes their

final validation process with their Managers and Multi-Unit Leader. The Shift Leader Training Program Guide can be ordered through Denny's Distribution. This is the only approved program utilized at Denny's to train a Shift Leader.

Development Program for General Managers

The Development Program for General Managers is built to support the development of all current GMs at Denny's. The goal of the program is to ensure every GM grows with intention, fosters high-performing restaurants, and leads with purpose to run Breakthrough Restaurants. This program has something for everyone; individuals who are promoted to a GM, GM's who are transitioning to a new restaurant, or GM's in position who can simply benefit from developing their skills.

This program has eight modules and is aligned with The Denny's Way. The program begins with Orientation and Transition. Each of the remaining modules focuses on implementing a specific aspect of The Denny's Way. The most robust module is Drive for Results with content around managing the big three of your P&L: Sales, Food, and Labor. The program is structured, yet flexible, allowing new, transitioning, and existing GMs to grow by using a one-size-fits-all approach where everyone can find value in a journey that will allow them to grow in each aspect of The Denny's Way. The Development Program for General Managers Guide can be ordered through Denny's Distribution.

6. The NRO team will consist of one NRO Manager and up to seven additional trainers, depending upon the number of Denny's restaurants which you own and operate (or as determined by us, in our sole discretion). Unlike other manager training programs, you must pay a set fee for the NRO team, which varies depending on the level of training you receive (see below). We reserve the right, in our sole discretion, to determine whether more or less training is appropriate in the circumstances. However, we typically assume the following training is appropriate in these circumstances:

a) If you are opening your first or second Denny's restaurant, we will coordinate the full NRO team.

b) If you are opening your third or subsequent restaurant and you have opened another restaurant within two years, you may supply your own approved trainer(s).

c) If you would otherwise qualify for a smaller NRO team, but you have not opened a restaurant within two years, you will receive our full NRO team.

Our full NRO team consists of 1 NRO manager who will be at the restaurant for 21 days (13 days before, and 8 days after the restaurant opens), and 7 trainers that will be at the restaurant 18 days (11 days before and 7 days after the restaurant opens, plus 1 travel day). Please note that this schedule is a guide and is flexible to allow us to best serve the needs of the Franchise. For example, we may elect to stagger the arrival of trainers in order to provide more support for a longer period of time once the restaurant opens.

Beginning with your third restaurant, if you have opened a restaurant within two years, you may provide up to two trainers and reduce your NRO fee by $5,000 per trainer you provide. Beginning with your fifth restaurant, if you have opened a restaurant within two years, you may provide up to six trainers and reduce your NRO fee by $5,000 per trainer you provide. Your training may also be shorter, approximately 11 days, 10 days before the restaurant opens ("pre") and the day the restaurant opens. Trainers should be evenly divided between the front of the house and the back of the house. Beginning with your fifth restaurant, you may also consider doing your own NRO training, with our approval. This will require the appropriate infrastructure including an approved FNROM (as defined above, a Franchisee NRO Manager). Your own NRO training requires the consent of your Franchise Business Coach ("FBC"). Your FNROM must complete all training (including eLearning modules) and reporting responsibilities required by our Director of NRO and receive yearly supplemental NRO training. You are responsible for the cost associated with the yearly training. If you lose your approved FNROM, you will need to certify another candidate and that candidate must have the approval of the FBC. Regardless of our NRO support, if we provide assistance beyond that which we believe necessary for opening the restaurant, you will be required to reimburse all costs we incur for such additional assistance. The NRO team will assist you in the opening of the restaurant according to the following schedule:

Number of Denny's Restaurants	NRO support	Fee*	NRO Team	NRO Assistance**
1-2	Full	$45,000	Denny's provides: 1 NRO Manager 7 Trainers	21 days (13 pre/8 post) 18 days (11 pre/7 post)
3-4	Reduced by two	$26,000	Denny's provides: 1 NRO Manager 5 Trainers Franchisee provides 2 Trainers	21 days (13 pre/8 post) 18 days (11 pre/7 post)
5 and more	Reduced by 6	$5,000	Denny's provides: 1 NRO Manager Franchisee provides 6 trainers	11 days (11 pre/0 post)
5 and more	No Denny's NRO team	$0	Franchisee provides: 1 FNROM 6 Trainers	11 days (11 pre / 0 post)

**Note: these fees are for the traditional Denny's and are for the calendar year 2026. These fees will be evaluated yearly and adjusted accordingly. Depending on when your training occurs, you must pay the then current NRO training fee.*
***Onsite days include travel.*

Training must be scheduled at least 45 days prior to the opening date of your restaurant. If we provide training, the NRO Training Manager will arrive at your restaurant 14 days prior to the opening date of your restaurant. The NRO training crew will arrive at your restaurant 13 days prior to the opening date of your restaurant and remain for one additional week after the restaurant opens. Please note that this schedule is a guide and is flexible to allow us to best serve the needs of the Franchise. For example, we may elect to stagger the arrival of trainers in order to provide more support for a longer period of time once the restaurant opens.

In addition, we require the three managers of the franchise restaurant be assigned to the NRO training team for a minimum of a 6 contiguous hour shift each day, to be scheduled by the NRO Manager, to each employee training session each day which will require some managers to work at night. The franchise managers will be scheduled in the training sessions as trainers each day from the date the NRO Manager arrives until the opening of the restaurant to perform trainer duties.

The three franchise managers must not be assigned other duties during the times scheduled by the NRO training team.

If you request that the NRO training be rescheduled within 45 days of the beginning training date you will be responsible for any additional fees we incur, including, but not limited to, salary, lodging, transportation, and meals. If the training is delayed after the NRO team arrives, you will be responsible for any additional costs we incur. The days reflected on the schedule above include travel time and days on which our employees may be absent with leave from the restaurant. To qualify for less than a full NRO team through your own trainers, you must provide the names of the Approved NRO trainers within 60 days of opening.

If you plan to conduct your own opening training, you must have at least one approved FNROM and six trainers. The FNROM must follow the Denny's approved NRO Training Plan and utilize all training materials accordingly. If you would otherwise qualify for reduced NRO (if you have five or more restaurants), but you acquired those restaurants from us or from other franchisees, and you are opening your first greenfield or conversion restaurant, then you will require additional NRO support. Likewise, if you have five or more restaurants, but you are opening a new restaurant in a new market (generally more than 250 miles from your other restaurants), then you will require additional NRO support. In both these cases, we will provide full NRO support for the first restaurant, and reduced NRO for the next restaurants. You will need to provide trainers to replace our NRO team for the reduced NRO. Trainers should be evenly divided between the front of the house and the back of the house. You will be charged according to the plan above.

The NRO team assists in all areas of restaurant operations and in training and developing your employees, including the cooks, wait staff, and service assistants. Along with the NRO kit, which includes training materials for manager and crew levels, you will also receive a grand opening point of purchase (POP) kit. The kit includes banners, pole signs, window clings and sample coupons for your use.

We require 90 days between restaurant openings. However, you have the option to open a second restaurant within the 90 day wait period if you pay for a NROM, if one is available, to remain at the second unit for the time remaining between the opening of the second restaurant and the end of the 90 days. This 90 day rule may be waived for your fifth or subsequent opening upon our approval.

7. Food Safety Training must be completed within ninety (90) days of hire, unless your state requires less time. You must pay all costs associated with having your employees complete the Serv Safe, Food Safety Training and Certification program or an approved comparable equivalent, including the cost of any tuition, materials, salaries, and travel-related expenses. While there are a number of alternative programs offered to train and certify restaurant managers on the safe handling of food, all company restaurants are using T.A.P.S. on-line Food Safety and Certification

Program for their managers. Your local health department or other regulatory agency may be able to help you find an alternative food safety workshop. Any alternative food safety program must be approved by us before you attend. More information can be found in the Brand Standards / HACCP Manual.

8. All restaurants must have at least one manager or other person in charge on every shift who has completed and become certified in safe food handling procedures.

Additional Training Requirements

All Denny's restaurants are required to have, at all times, at least three restaurant managers (two managers if you are required to have a Managing Owner or Designated Operator and that person is devoted to only one restaurant) who have completed our training program. If the Managing Owner or Designated Operator or any of the managers who were trained at the initial training program leave their positions at the Restaurant, any replacement Managing Owner, Designated Operator and managers must complete the FMIT Program. We will not charge a training fee for each replacement Managing Owner, Designated Operator and manager who attends our FMIT Program. However, you will be responsible for all salaries and travel costs associated with any replacement employee's participation in training.

We may require additional training for Managing Owners, Designated Operators, restaurant managers or other employees of Denny's restaurants. In that case we will notify you, and you may be required to pay a modest training fee as well as any costs associated with all instructional materials, salaries, and travel costs associated with participating in such additional training.

Employee Training Through Ignite

All non-management employees are required to complete our employee training programs. You are responsible for making sure all restaurant employees receive the appropriate training, which includes Ignite (our Learning Management System) modules and the use of the Team Member Breakthrough Training Guides, available for order through Denny's Distribution.

Denny's employee training gives new employees the basic knowledge and skills to perform their job. Much of the knowledge is initially introduced through Ignite courses, which also includes taking quizzes. The majority of their training date is spent doing on-the-job training where they learn by watching a STAR trainer demonstrate the job and then practicing the job with feedback from the trainer. Each employee position has a training guide that is broken down into daily lesson plans that will guide them through their training.

The recommended hours associated with the training plans are:

Training Plans	eLearning Hours
Host/Hostess	18 hours = 3 days @ 6 hours
Cook	105 hours = 15 days @ 7 hours
Server	36 hours = 5 days @ 7.2 hours
Service Assistant	12 hours = 2 days @ 6 hours

Ignite

Ignite, our LMS, is designed to help every Denny's employee become more effective in their job role. It's all about developing new skills, enhancing service, and advancing careers. The learning plans for all restaurant level training are housed in Ignite. We also have over 50 topic-specific channels with downloadable resources that help to keep teams informed and engaged. Access to Ignite is provided at no cost to you. Your organization's hierarchy will be built out in Ignite to accommodate your structure and ensure your Leaders have the right access and visibility to the restaurants and learners they support. Ignite also features an Ask the Expert feature that allows anyone within our organization to pose questions to subject matter experts. Ignite is truly a platform to Learn, Coach, and Share.

Brand Building Fund

Recognizing the value of advertising to the goodwill and public image of Denny's restaurants, we administer a fund for advertising, public relations and promotion (the "Brand Building Fund" or the "Fund") into which all franchisees contribute a percentage of their Gross Sales (the "Brand Building Fee"). The current Brand Building Fee is 3% of Gross Sales. Denny's restaurants owned and operated by DI also contribute 3% to the Fund.

We seek franchisees' input regarding our use of the Fund, including through the Marketing Brand Advisory Council (as this group may be organized from time to time) and Denny's Franchisee Association. The selected franchisees serve only in an advisory capacity, and all advertising activities are determined and conducted by us in our sole discretion.

The Brand Building Fund, and all contributions to and earnings from the Brand Building Fund, will be used exclusively to meet the costs of marketing and any other activities that we believe will enhance the System's image and, in our sole discretion, promote general public awareness of and favorable support for the System. This includes, among other things:

a) the costs of preparing and conducting media advertising campaigns (including tests);
b) use of new and emerging media including internet vehicles, direct mail advertising, marketing surveys, consumer research, customer relationship management, and other public relations activities;
c) developing and maintaining our primary website and other associated brand sites, including mobile applications;
d) developing and maintaining support of off-premises channels (e.g. Denny's on Demand) and other guest experience-driven initiatives (e.g. table top tablets, curbside);
e) employing advertising, multicultural, research or public relations agencies;
f) costs of tools and consultants supporting data and pricing expertise;
g) partnerships and promotional spend with entities benefiting national footprint;
h) costs of the Denny's personnel who handle the brand marketing;
i) costs of promotional and obsolete inventory not purchased by any restaurant;
j) purchasing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs;
k) public outreach and brand promotion, such as the Denny's Mobile Relief Diner; and
l) providing promotional and other marketing materials and services to Denny's Restaurants.

We may reduce required contributions from time to time as an incentive for franchisees to invest or participate in programs we believe will benefit the System. We have no obligation to advertise in your particular market or to spend any particular amounts in any given period.

You must contribute to the Brand Building Fund at the same time and in the same manner as your Royalty Fee. We may charge the Brand Building Fee for the reasonable administrative costs and overhead that we incur in activities reasonably related to the direction and implementation of the Brand Building Fund and for advertising programs for you and the System (for example, salaries, incentive compensation, benefits, travel and other costs of our employees for creating and implementing, associated overhead, advertising, merchandising, promotional and marketing programs). The Brand Building Fund and its earnings will not otherwise inure to our benefit, nor will it be used to solicit the sale of franchises.

We may make available to franchisees from time to time, marketing plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials, and similar marketing and promotional materials produced from contributions to the Brand Building Fund.

If all of the money in the Brand Building Fund is not used in the year in which it is received, these amounts will be used in the next fiscal year. Although the Brand Building Fund is intended to be perpetual, we may terminate it after all monies in the Brand Building Fund have been spent for advertising or promotional purposes.

For 2025, the Brand Building Fund was used to pay for: General and administrative expense (6%); production of advertising and promotional materials (21%); and media placement (73%). We do not receive payments for providing goods and services to the Fund. We reserve the right to recover expenses of our marketing efforts, including personnel costs of employees dedicated to marketing, from the Fund. None of the Fund was spent for advertising that was principally a solicitation for the sale of franchises. You may not engage in any advertising activities without our prior written consent.

The Brand Building Fund pays the salaries, incentive compensation, benefits, travel and other costs of our employees involved in marketing, beyond and including the field marketing group.

We may use some of the Brand Building Fund to fund Advertising Cooperatives in some or all markets.

The Brand Building Fund is not our asset. The Brand Building Fund is not a trust, and we do not owe you fiduciary obligations because of our responsibility to maintain, directing or administering the Brand Building Fund or for any other reason. The Brand Building Fund may spend in any fiscal year more or less than the total Brand Building Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will prepare an annual, unaudited statement of Brand Building Fund collections and expenses and give you the statement upon written request. We may incorporate the Brand Building Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all the rights and duties specified in this Item.

Local Advertising

All advertising, material, and promotional materials that you use in connection with your Restaurant must be approved by us and conform to the standards and requirements that we specify. We will review and approve or disapprove your local advertising, marketing, and promotional materials and campaigns. You may not use any advertising, marketing, and promotional materials that we have not approved in writing or have disapproved. We may make available to you from time to time, at your expense, certain sample promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials. You must also participate in certain promotions and advertising programs that we establish as an integral part of our System, provided these activities do not contravene regulations and laws of appropriate governmental authorities. (Franchise Agreement, Section 8.2).

Advertising Cooperatives

We have the right, but not the obligation, to designate, in our sole discretion, any geographical area (whose borders may change from time to time) for the purposes of establishing an advertising cooperative (the "Ad Coop"). (See Franchise Agreement Section 8.3.)

If an Ad Coop is established for the area in which you operate a Denny's restaurant, you must immediately become a member of the Ad Coop and must execute the Ad Coop Membership Agreement and other documentation as we or the Ad Coop may require of members. The requirement for participation applies to most Franchise Agreements. If we operate a Denny's restaurant within an Ad Coop's territory, we will, for each applicable Denny's restaurant, participate in the Ad Coop on the same terms as franchisees who are required to become a member of such Ad Coop. All marketing and promotional activities of the Ad Coop are subject to our prior approval.

We may grant, for any length of time, to any franchisee an exemption from the requirement of membership in the Ad Coop, and our decision concerning such request is final. Any exemption from Ad Coop membership will be subject to the condition that the franchisee spends on approved local advertising any amounts that would have otherwise been paid to the Ad Coop. Contributions to an Ad Coop are in addition to the contributions to the Brand Building Fund that you must pay to us, and those contributions will not reduce your obligations to the Ad Coop. Similarly, your contributions to an Ad Coop will not reduce your obligations to the Brand Building Fund. In 2025, the contribution rate for Ad Coops as determined by the members was up to four-tenths percent (0.4%) of weekly gross sales.

In addition to the Ad Coop member's contributions, in 2025, we contributed from the Brand Building Fund two-tenths (0.2%) of each Ad Coop's weekly gross sales to its respective Ad Coop. In 2026, our contribution from the Brand Building Fund will be one-tenth percent (0.1%) of each Ad Coop's weekly gross sales to its respective Ad Coop.

Standard Enterprise Technology Platform

As disclosed in Item 8, you must purchase, use, and maintain certain brands, types, makes, and/or models of communications equipment, computer systems, Internet-connected devices, and hardware, including: (a) back office and point of sale systems; electronic payment devices, printers, and other peripheral hardware; (c) archival back-up systems; and (d) network connectivity devices (the "Computer System"). You will purchase or lease, install, use and maintain, the Computer System at the Restaurant. The Computer System was designed specifically for Denny's restaurants, and includes without limitation POS hardware and software, back of house business applications (such as optional inventory control and labor scheduling), a high-speed managed network, secured access to internet or extranet based web sites and web applications, e-learning, and processing Denny's stored value gift cards. You must use approved hardware, software, and service providers.

We may periodically modify standards for the Computer System, and, if so, you must comply with the modified standards for, or otherwise acquire, at your cost, the modified Computer System and the computer hardware and software comprising the Computer System. We may charge you for any computer usage costs that you incur as a result of our use of the Computer System, including a systems fee for modifications of and enhancements made to certain computer software that is owned or licensed by us for use in the operation of the Technology Platform (defined below) and/or Computer System ("Proprietary Software") and other maintenance and support services that we or our affiliates may provide to you for the Computer System.

You must purchase, use and maintain the computerized point of sale cash collection system (including all related hardware and software) that we require or approve in writing for use in connection with the operation of the Restaurant ("Technology Platform"). The Technology Platform must be connected at all times to a communications medium that we specify and be capable of accessing the Internet via a designated third-party network for the purpose of implementing software, transmitting and receiving data, accessing the Internet for ordering, and maintaining the Technology Platform.

We reserve the right to connect to and extract data from your systems, including total sales and adjustments. We may require you to participate in sharing daily financial and product mix sales files in a standard format we specify. We will own all data we obtain.

We may provide you with access to computer or electronic systems (or any substitute system), including third-party computer or electronic systems that we authorize. You will be responsible for all of your actions relating to such system, including use of any logon IDs, passwords or other authentication methods provided to you.

Denny's standards may change from time to time through the term of your Franchise Agreement. As business conditions warrant, we may require you to periodically update, upgrade or replace the Computer System and/or the Technology Platform.

We may, at any time, require that you upgrade your payment processing hardware and software including requiring you to use "chip and pin" technology to ensure that credit card payment processing is consistent with Payment Card Industry Data Security Standard ("PCI-DSS").

Restaurants using the Standard Enterprise Technology Platform will pay a weekly SETP Support Fee for technology support, payable through your franchise account. This fee includes technology support, standard reporting, and menu/discount maintenance based on the marketing calendar. This fee will adjust as necessary based on planned support requirements. The current SETP Support Fee is $55 per week. In addition, we collect recurring fees on behalf of third parties: data extraction and software delivery $60 annually (DINE only), endpoint protection $25 per device, and software subscription of $125 per month for Xenial and $48.65 per month for DINE. Additional fees may be required based on the optional services you choose. We may increase these fees, including the SETP Support Fee, at any time, provided, however, that such increase will never be more than (1) the amount equal to any increase in our actual costs to provide the products and services associated with this fee since the last time we established or increased this fee, plus (2) 20% of the total cost to provide the products and services associated with this fee.. Additional menu maintenance, specialized data extracts or reporting, and all other service requests are subject to charges and expenses. These charges are collected weekly, monthly, or annually through your franchise finance account based on vendor invoicing. (See Exhibit J.)

Customer-facing payment terminals for Verifone has a monthly service fee of $28 per device.

We use a mobile and online ordering system through Mobo Systems, Inc. (Olo). With Olo, customers can place an order through mobile or online devices connected to the internet (such as a smartphone or computer) and submit credit card payment. For Standard Enterprise Technology Platform units, the order will automatically print on restaurants' front of house printers, kitchen printers or kitchen displays. For Non-Standard Enterprise Technology Platform units, the order will be sent to a back-office computer or laptop inside the restaurant running Olo's Self-Service Ordering System—or SSOS, for short. From there, the order can be set up to automatically print, and restaurant staff will enter the ticket details into the POS.

To participate, restaurants will Olo a service activation fee of $250 (or a location transfer fee of $100) and a monthly service fee of $70, in addition to transaction fees of $0.09 per order. Many restaurants are eligible for delivery arranged by Olo or other parties not affiliated with us, which offer guests the opportunity to pay for their order on the provider's or third party's platform. These fees will be billed through your franchise finance account. (See Exhibit J-1).

For Third-Party Marketplace orders that originate on platforms such as DoorDash, UberEats, Postmates, or Grubhub, delivery companies typically charge restaurants a commission fee that ranges from 5-24% of the total order; to help offset this commission rate, Denny's enables our franchisees to add a pricing surcharge of either 15%, 17.5%, or 20% with all prices rounded up to the nearest $0.09 ending.

You must participate in the integrated online ordering system we designate for the New Product Offerings, which may be Olo or another online ordering program we designate.

For each Virtual Brand Offering concept there is a $5.00 per month fee and a $0.09 transaction fee payable to Olo for the integration of a new concept through Olo Rails

We have established and maintain an intranet for the System through www.dennys.onelogin.com ("Intranet"). We may post, update, and distribute the Manuals and other confidential information through the Intranet, and may otherwise use the Intranet to communicate with you and other franchisees. We have no obligation to maintain it indefinitely, and we may dismantle it at any time. (Franchise Agreement, Section 5.11).

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Item 12

TERRITORY

Franchise Agreement and Successor Franchise Agreement

Except for your right to operate a Denny's restaurant at or from the premises of the Restaurant, you do not receive any exclusive territory or other territorial rights under the franchise agreement. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. Except as described in the franchise agreement, there are no restrictions on us or our affiliates from soliciting or accepting orders from consumers inside your trade area.

You are permitted to operate the Restaurant only at the location we have approved. You may not operate the Restaurant or offer or sell any products or services at or from any location other than the approved location, though you may make off-site sales within an area we designate if we approve or require you to do so, as described below.

We may open or franchise new restaurants near your Restaurant without giving you the first right to open them or paying you any compensation. Other affiliate-owned or franchised restaurants near your Restaurant that are already in existence or opened later under franchise agreements may also (i) compete directly with you, (ii) provide goods or services in close proximity to your Restaurant without compensating you, and (iii) possibly adversely affect the operation of your Restaurant.

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 described in Item 1 and other portfolio companies that currently are or in the future may be owned by us or our affiliates may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell.

If you wish to develop additional restaurants, you must meet expansion criteria (operation, financial, and legal) we establish from time to time and present to us a potential restaurant site for our approval (See Item 11). A separate franchise agreement must be signed for each restaurant site.

Your franchise agreement does not have any rights to relocate the restaurant. If all or part of the restaurant is taken by condemnation, we may terminate your franchise agreement effective on the date of condemnation. (See Franchise Agreement Section 21.6.)

IGP Development Agreement

If you sign an IGP Development Agreement, you may not receive a protected territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

If you sign an IGP Development Agreement, you may be granted the right to develop and open a specified number of restaurants within a designated geographical area(s) set out in Exhibit A to the Development Agreement (an "IGP Territory"). IGP Territories may range in size from an area within a radius of a specified intersection to an entire DMA or larger areas. We must approve each proposed site within the IGP Territory. Exhibit B of the IGP Development Agreement (the “IGP Development Schedule”) sets benchmarks and a required opening date for each new restaurant. The term of the IGP Development Agreement generally begins on the date the IGP Development Agreement is signed and terminates on the earlier of the opening of the last Denny's restaurant required under the IGP Development Schedule or a termination of the Development Agreement, due to failure to meet the IGP Development Schedule or other reasons.

Upon execution of the IGP Development Agreement, you will pay us a deposit of $5,000, which we will apply to the initial franchise fee due for the last restaurant opened under the IGP Development Agreement, provided that you remain in compliance with the terms of the IGP Development Agreement. You will forfeit the deposit if the IGP Development Agreement is terminated. If you open the restaurant(s) on time in accordance with the development schedule set forth in the IGP Development Agreement, after the restaurant opens we will contribute a development incentive of $75,000 dollars to you to offset the cost of the initial franchise fee and any New Restaurant Opening (NRO) fee. Provided you are in compliance with the IGP Development Agreement, you will also be entitled to a reduction in Royalty Fees equal to 2% for a period of up to 5 years, or for a total amount of $225,000, whichever occurs first. The total development incentive available for each restaurant under the IGP Development Agreement is equal to $300,000.

You may lose your protected area if you open any restaurant more than thirty (30) days late. In addition to the requirement that you comply with all of the terms of your IGP Development Agreement, continuation of your development rights is contingent upon: (a) opening the number of Denny's restaurants as required by the IGP Development Schedule; (b) licensing each Restaurant by executing our then-current standard Franchise Agreement for each Restaurant; (c) satisfying all financial and operational criteria in effect at the time of executing the IGP Development Agreement; and (d) maintaining good standing under all your other agreements with us and our affiliates.

We may not grant IGP Territories in certain geographical territories, including metropolitan areas, high traffic zones, and other areas where we seek to maximize development. The territorial rights granted to you are subject to any prior territorial rights of other franchisees, whether or not currently enforced. Without compensation to you, we, on behalf of ourselves and our affiliates, franchisees, designees and assignees, reserve each of the following rights:

1. To develop, open and operate Denny’s restaurants that have been approved for development at the sites identified on Exhibit D of the IGP Development Agreement;

2. To continue to operate Denny's restaurants located within the IGP Territory which are open for business on or before the date of the development agreement;

3. To relocate an existing restaurant within its trade area;

4. To reopen a closed restaurant within its former trade area;

5. To offer, sell, establish or operate any restaurants under “The Den” concept, as further described below;

6. To establish Denny’s restaurants outside but in close proximity to the IGP Territory or trade area if we determine that one restaurant can still be located in the IGP Territory or trade area which will not be materially, adversely affected by the new restaurants outside the IGP Territory or trade area;

7. To open and operate Denny's restaurants, or franchise or license others to open and operate Denny's restaurants, at all universities, colleges, hospitals, municipal facilities, public transportation facilities, shopping malls, and similar nontraditional locations, regardless of location within the IGP Territory or trade area;

8. To open and operate, or franchise or license others to open and operate, nontraditional Denny's restaurants within the IGP Territory or trade area (e.g., within drug stores, department stores, truck stops/travel plazas, hotel or motel chains); and

9. To open and operate, or franchise or license others to open and operate, Denny's restaurants located within the IGP Territory or trade area which we or our affiliates acquire on or after the date of the development agreement.

The Den; Exclusions from Territorial Rights

If you sign a Franchise Agreement for The Den, 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.

The Den is our limited service, nontraditional variation of the Denny's concept, which may be distinguished from our standard Denny's restaurant by a unique and modified menu. This concept may have limited or no table service. Customers may order at a counter and seat themselves. To differentiate from a standard Denny's restaurant, limited service concepts may have distinct uniforms, POP (point-of-purchase, or in-store marketing materials) specific to the concept, trade dress, brand representation, and signs. This concept may appear as a standalone restaurant or in a nontraditional location, including without limitation those described in Item 12. We reserve the right to develop, or license others to develop limited service concepts as they may evolve, in any IGP Territory or trade area where traditional restaurants exist or may be developed, including any exclusive IGP Territory for traditional restaurants.

The Den by Denny's complements the system of standard Denny's restaurants. Certain trade areas should be able to support a standard Denny's plus a Denny's in a nontraditional location. We will continuously monitor the relationship between the various new concepts and standard Denny's. If any new concept, as it may develop, does not achieve this objective over time in our sole judgment, we will revisit the placement of that concept in proximity to standard Denny's as well as accommodations to allow the formats to coexist. We have opened units named The Den in nontraditional locations such as college campuses. Training is conducted through the same organization and structure as for a traditional Denny's.

General Provisions of Development Agreements

In addition to the requirement that you comply with all of the terms of the development agreement, continuation of your development rights is contingent upon: (a) opening the number of Denny's restaurants as required by the Development Schedule; (b) licensing each Restaurant by executing our then-current standard franchise agreement for each Restaurant; (c) satisfying all financial and operational criteria in effect at the time of executing the development agreement (expandability, See Exhibit B to your development agreement); and (d) maintaining good standing under all your other agreements with us and our affiliates.

Development schedules are part of every development agreement. Generally, you must open one new restaurant every 15-18 months until the required number of restaurants open. The development agreement sets forth the terms under which this schedule can be extended or revised, as well as the consequences of failing to meet the schedule.

Scrape and Rebuild / Offset Program

For any existing restaurant, you may request permission to relocate to a brand new building built in an approved type in the same trade area. The proposal may be subject to the process in place at that time for approving a new restaurant, including without limitation encroachment impact. Upon approval and completion of construction, you will have the right to close the original restaurant and move the Denny's to the new location. You remain responsible for any obligation under the (Sub)lease. In addition to the foregoing terms, to qualify for the Scrape and Rebuild / Offset Program, you must not have the original and Rebuild / Offset restaurants open at the same time. If we deem any down time between closing and opening to be too long, we may impose requirements such as training as conditions to reopening.

If you satisfy the requirements of the Scrape and Rebuild / Offset Program, you will receive a new Franchise Agreement with no initial franchise fee, the term of the new Franchise Agreement will begin on the Opening Date of the new restaurant. The term will continue for a full twenty (20) years from the Opening Date of the Rebuild / Offset Restaurant, unless sooner terminated by us as provided for in the agreement. You may carry over any favorable royalty and brand building percentages for a period of time equal to the balance of the original franchise agreement term. If the term of your lease or sublease, if any, for the Restaurant site, including any option periods contained in said lease or sublease which you exercise, is for less than twenty (20) years, then you have a good faith obligation to exercise any option periods in said lease or sublease, and the franchise shall be for a term identical to the term of your lease or sublease, but shall in no event extend beyond twenty years from the Opening Date of the Offset Restaurant. Upon expiration or earlier termination of the Franchise Agreement, you will have no right or option to extend the term of the franchise.

Alternative Channels of Distribution

You do not have the right to use alternative channels of distribution (including satellite, temporary sites, mobile vehicles, carts or kiosks, by use of catalogs, electronic media (such as the Internet, social media and networking sites and mobile applications including online ordering applications of a third-party aggregator (e.g., Doordash)), telephone sales and/or direct mail) in connection with offering or selling the products and services of the System unless otherwise approved by us.

We may require you to offer delivery, take-out, and catering services to customers located within an area we designate. We have the right to restrict any delivery or catering services to customers located within the designated area. If we approve or require you to offer and sell products by take-out, catering, or delivery, you must receive our prior written approval in order to participate in any online ordering system operated by us or our affiliates or to use any online ordering system owned or maintained by you, your affiliates, or any third-party supplier of delivery services.

We may authorize you to perform delivery or catering services to customers located outside the designated area and may authorize restaurants located outside the designated area, including Denny's restaurants operated by us, our affiliates, or other franchisees, to perform delivery or catering services to customers located within your designated area. You may compete with other Denny's restaurants, including those operated by us, our affiliates, or other franchisees, for off-site delivery or catering orders, including in the designated area.

New Product Offering Program

We may, from time-to-time, offer to our franchisees the option to participate in New Product Offering through which franchisees utilize their existing kitchens, equipment and products to offer certain products under separate marks for take-out or delivery only. Currently, we offer franchisees the opportunity to participate in The Burger Den, Banda Burrito, and The Meltdown offering.

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Item 13

TRADEMARKS

The following principal Marks have been registered by us on the Principal Register of the United States Patent and Trademark Office ("PTO"):

DENNY'S Plain letter Service mark	Registration No. 740,359 Registered November 6, 1962 Renewed August 20, 2012 Renewed November 4, 2023
DENNY'S DINER 2000	Registration No. 2,377,637 Registered August 15, 2000 Renewed August 15, 2010 Renewed August 15, 2020
DENNY'S DINER 2000	Registration No. 2,372,959 Registration August 1, 2000 Renewed August 1, 2010 Renewed August 1, 2020
DENNY'S Diner 2000 w/o "Diner"	Registration No. 2,653,324 Registered November 26, 2002 Renewed August 20, 2012 Renewed April 22, 2021
DENNY'S CLASSIC DINER OPEN 24 HOURS	Registration No. 2,512,281 Registered November 27, 2001 Renewed September 30, 2011 Renewed September 30, 2021
DENNY'S Stylized within a French diamond	Registration No. 1,720,986 Registered September 29, 1992 Renewed October 9, 2012 Renewed April 4, 2023
FRENCH DIAMOND design	Registration No. 2,761,133 Registered September 9, 2003 Renewed July 12, 2013 Renewed October 31, 2023
$2 $4 $6 $8	Registration No. 3,964,768 Registered May 24, 2011 Renewed May 24, 2021
$2 $4 $6 $8 VALUE MENU	Registration No. 3,972,843 Registered June 7, 2011 Renewed June 7, 2021
ALL AMERICAN SLAM	Registration No. 1,950,994 Registered January 23, 1996 Renewed January 2, 2006 Renewed January 19, 2016 Renewed June 30, 2025
AMERICA'S DINER IS ALWAYS OPEN	Registration No. 4,129,406 Registered April 17, 2012 Renewed March 17, 2023
BOOTH BUCKS	Serial No. 99,183,537

	Filing Date May 13, 2025
DANNY'S DONUTS	Registration No. 6,669,938 Registered March 15, 2022
GRAND SLAM	Registration No. 1,813,884 Registered December 28, 1993 Renewed February 21, 2014 Renewed March 20, 2024
GRAND SLAM SLUGGER	Registration No. 3,857,076 Registered October 5, 2010 Renewed October 5, 2020
JR. GRAND SLAM	Registration No. 7,898,673 Registered August 19, 2025
MOONS OVER MY HAMMY	Registration No. 1,946,766 Registered October 1, 1996 Renewed January 2, 2006 Renewed January 19, 2016 Renewed June 19, 2025
MOZZILLAS	Serial No. 99,584,271 Filing Date January 8, 2026
PANCAKE PUPPIES	Registration No. 6,334,221 Registered April 27, 2021
SLAM	Registration No. 2,592,374 Registered July 9, 2002 Renewed September 16, 2011 Renewed December 8, 2022
SLAMWICH	Registration No. 2,805,903 Registered January 13, 2004 Renewed December 14, 2013 Renewed March 14, 2024
SUPER BIRD	Registration No. 1,378,319 Registered January 14, 1986 Renewed January 20, 2006 Renewed January 19, 2016 Renewed July 1, 2025
ULTIMATE OMELETTE	Registration No. 1,645,411 Registered May 21, 1991 Renewed June 15, 2010 Renewed May 21, 2021
WELCOME TO AMERICA'S DINER	Registration No. 4,592,498 Registered August 26, 2014 Renewed March 31, 2024

In connection with the New Product Offerings, we have applied for registration of the following Marks with the USPTO.

THE BURGER DEN	Registration No. 6560475 Registered November 16, 2021
THE BURGER DEN	Registration No. 6335170 Registered April 27, 2021

THE MELTDOWN	Registration No. 6555230 Registered November 9, 2021
THE MELTDOWN	Registration No. 6,555,230 Registered November 9, 2021
BANDA BURRITO	Registration No. 7,860,029 Registered July 8, 2025

We have filed all required affidavits in connection with the Marks described above. There are no currently effective material determinations of the PTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor is there any pending infringement, opposition or cancellation proceedings or material litigation involving the Marks in the United States. There are no agreements currently in effect which significantly limit our right to use or license others to use the Marks in a manner material to you. We are not aware of any superior prior rights or infringing uses that would materially affect your use of the Marks.

Franchise Agreement and Successor Franchise Agreement

The franchise agreement grants you the right to use the Marks, including "Denny's" and other Marks we authorize. If we believe, in our sole discretion, that it is advisable to modify or discontinue use of any Mark or to use one or more additional or substitute names or marks, you must comply with our directions, and our sole obligation in this event will be to reimburse you for your actual and direct compliance costs.

You must immediately notify us of any claim of infringement or challenge to your use of any Mark. We will protect and defend you against any claim or challenge and will have sole discretion to take any action we deem appropriate. You must cooperate fully with us in the prosecution or defense of any claim or challenge. We will reimburse you for any damages for which you may be found liable if you immediately notified us of the claim and used the relevant mark in accordance with the Franchise Agreement.

IGP Development Agreement

The IGP Development Agreement does not grant you the right to use any of the Marks. Your right to use the Marks is derived solely from the franchise agreements you enter into with us. You may not use any Mark as part of a corporate or legal business name or in any other manner not authorized in writing by us.

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Item 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise.

We claim copyright protection for our web sites, both public and private, restaurant menu formats, advertising designs and the like. Any of these items reproduced by you, as authorized by us, must bear a copyright notice in the form we specify. We consider certain information relating to the development and operations of Denny's restaurants trade secrets and proprietary information. This information includes:

a. the Denny's Brand Standards / HACCP Manual;
b. ingredients, formulas, recipes, and methods of preparation and presentation of certain food products;
c. plans and specifications for the development of Denny's restaurants;
d. sales, marketing and advertising programs and techniques for Denny's restaurants;
e. knowledge of specifications for, and vendors of, certain food products, materials, supplies and equipment;
f. methods of inventory control, storage, product handling, and management of Denny's restaurants; and
g. information contained on our franchisee web site: www.dennys.onelogin.com

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. Under the Franchise Agreement you must:

a. fully and strictly adhere to all security procedures prescribed by us for maintaining the confidentiality of our proprietary information;
b. exercise the highest degree of diligence in protecting the secrecy of the confidential information during and after the term of the Franchise Agreement;
c. disclose confidential information to your employees only to the extent necessary for the efficient operation of the Restaurant in accordance with the Franchise Agreement; and
d. not use any confidential information in any business other than a Denny's restaurant operated under the Franchise Agreement.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize you to use the copyrighted materials. Further, there are no infringing uses actually known to us which could materially affect your use of the copyrighted materials in any state.

Our obligation and yours to protect your rights to use our copyrights and to defend you against claims arising from your use of our copyrights are the same as our obligations described in Item 13 for our Marks.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

We require at least one individual who signs the Franchise Agreement to participate personally in the direct operation of the Denny's Restaurant. This includes "on-premises" supervision to promote Restaurant performance by guiding and directing employees to enforce brand standards in the daily operations of the Restaurant. If you are a legal entity, then you can satisfy this requirement if at least one of the owners/guarantors (referred to as the “Managing Owner”) meets our criteria set forth below. The Managing Owner must permanently reside near the Restaurant so long as the Managing Owner exercises this role.

If there is no individual franchisee or owner/guarantor with sufficient restaurant operations experience, or if qualified individuals do not meet the other requirements for this role, you must affiliate with an operator (a “Designated Operator”). A Designated Operator must satisfy the following requirements: (1) be approved by us; (2) have a beneficial equity interest of at least ten percent in the Restaurant business or be a party to an arrangement with the Franchisee which we approve; (3) devote full time and best efforts to the supervision of the Restaurant; and (4) permanently reside near the Restaurant. Requirements (2) - (4) are ongoing, and if your Designated Operator ceases to meet any one of them at any time, you must replace the Designated Operator with a new Designated Operator, approved by us, within 120 days. You must also develop a plan satisfactory to us to assure proper operation of the Restaurant in the interim.

Where you satisfy this requirement through a Managing Owner, then that person must complete our FMIT Program. Even if you satisfy this requirement through a Designated Operator, at least one owner must successfully complete our FMIT Program.

The same person may serve as the Managing Owner or Designated Operator for multiple Denny's restaurants in the same local area which are owned by the same franchise group. Circumstances will limit the number and location of restaurants which any individual can supervise effectively. Each Managing Owner or Designated Operator must satisfy the requirements set forth above for all the restaurants such individual supervises.

We require that you employ at least three managers for the Restaurant. One of the managers can be the Managing Owner or Designated Operator if the full time responsibilities of that person involve only one Restaurant. Where the Managing Owner or Designated Operator oversees multiple restaurants, three other managers are required at each Restaurant. A manager who is not the Designated Operator is not required to have an equity interest in the Restaurant. The Designated Owner and managers may be required to sign a nondisclosure agreement, in a form we approve, for our benefit covering our confidential information and trade secrets. Each manager must work at the Restaurant on a full time basis and permanently reside near the Restaurant.

If you are a corporation, limited liability company, or other legal entity that affords protection from liability, each person holding a significant interest in the legal entity must personally guaranty your obligations under the Franchise Agreement. Managing Owners and Designated Operators must also personally guaranty the Franchise Agreement. In addition, if you reside in a state having community property laws, we require that your spouse personally guaranty your obligations under the Franchise Agreement. A copy of the Personal Guaranty is attached to this disclosure document as Exhibit K. If you are a publicly or institutionally owned entity, we may accept another form of security from you.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Franchise Agreement and Successor Franchise Agreement

Only approved products and services may be sold in the Restaurant. You must offer at the Restaurant all those products and services we require, including those items specified in the standard Denny's menu, plus specials and featured items which we may designate. Specials and featured items designated by us are considered to be part of the Denny's menu and must be made available on the days and times we specify.

You are prohibited from offering at the Restaurant any products or services which we have not authorized; however, you are not limited in the customers to whom you may offer authorized products and services. Ancillary businesses (secondary businesses other than a family-style restaurant), products or services are not permitted in or at the Restaurant. No vending, cigarette, automatic teller machines, video game or other coin-operated machines are permitted in the Restaurant unless you have obtained our prior written approval. You must operate the Restaurant as a full service, family-style restaurant (buffets are not permitted) 24 hours a day, seven days a week.

You may not engage in any local, regional, or national advertising activities or erect, hand out or display any sign, poster, coupon, advertising, or promotional material of any type without our prior written consent. We will have the right to remove any unauthorized material at your expense. You may not advertise, promote, post, or list information relating to the Restaurant on the Internet (through the creation of a website or otherwise), without our prior written consent.

We have the right to modify the System to change the types of goods and services we authorize. Except as otherwise described in the Franchise Agreements, there are no limits on our right to make changes.

Development Agreement

No development agreement contains provisions restricting the goods and services offered by you. However, with respect to each Denny's Restaurant developed under any development agreement, you will be subject to the restrictions on goods and services contained in our then-current standard Franchise Agreement.

Franchisee Participation in SCOC, Co-Op

The Franchise Agreement requires you to use Denny's only specified products from approved vendors. Where products are available through the approved distributor for the System (currently McLane), you must buy the products through them and otherwise comply with the terms of the System distribution contract. We reserve the right to modify or discontinue the SCOC and the Franchisee Participation Agreement.

New Product Offering Program/Addendum

Franchisees participating in a New Product Offering Program may only offer and sell the products that Denny's has designated or approved for each New Product Offering. Except as otherwise provided in the franchise agreement or New Product Offering Addendum, franchisees may not use their Restaurant kitchen facilities or equipment for the preparation of food products or to engage in services that have been not been approved by us.

Item 17

RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

Although there are no renewal provisions in our Franchise Agreement, we may sign a 10 or 20 year Successor Franchise Agreement with qualified franchisees. We may change or discontinue the current successor program at any time. In March 2022, we began offering franchisees the option of an eleven-year agreement for $10,000, or a twenty-one year agreement for $30,000 for all restaurants that were open during the COVID period of March 2020 through January 2022.

THE FRANCHISE RELATIONSHIP

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

PROVISION	*SECTION IN FRANCHISE AGREEMENT*	*SUMMARY*	*SECTION IN SUCCESSOR FRANCHISE AGREEMENT*	*SUMMARY*
a. Length of the franchise term	Section 3	Lesser of 20 years or lease term	Section 3	Lesser of 20, 10 years or lease term
b. Renewal or extension of the term	None	Not Applicable	None	Not Applicable
c. Requirements for franchisee to renew or extend	None	Not Applicable	None	Not Applicable
d. Termination by franchisee	None	You have no right to terminate the Franchise Agreement	None	You have no right to terminate the Successor Franchise Agreement
e. Termination by franchisor without cause	None	Not Applicable	None	Not Applicable
f. Termination by franchisor with cause	Sections 18 & 21.5	Noncompliance, default or Restaurant condemnation	Sections 18 & 21.5	Noncompliance, default or Restaurant condemnation

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY	SECTION IN SUCCESSOR FRANCHISE AGREEMENT	SUMMARY
g. "Cause" defined - curable defaults	Section 18.1	Failure to pay us any amount due within 5 days of notice that such amount is overdue; failure to cure within 10 days any default of a loan or other third party obligation to make payment to us or is secured by your interest in the restaurant; the commission of a felony, a crime involving moral turpitude, or any other crime or offense we believe will likely to have an adverse effect on the System; failure to participate in or a default under the Payment Card Agreement; or to comply with standards or requirements of Franchise Agreement not otherwise covered in Franchise Agreement Section 18.0	Section 18.1	Failure to pay us any amount due within 5 days of notice that such amount is overdue; failure to cure within 10 days any default of a loan or other third party obligation to make payment to us or is secured by your interest in the restaurant; the commission of a felony, a crime involving moral turpitude, or any other crime or offense we believe will likely to have an adverse effect on the System; failure to participate in or a default under the Payment Card Agreement; or to comply with standards or requirements of Franchise Agreement not otherwise covered in Franchise Agreement Section 18.0

PROVISION	*SECTION IN FRANCHISE AGREEMENT*	*SUMMARY*	*SECTION IN SUCCESSOR FRANCHISE AGREEMENT*	*SUMMARY*
h. "Cause" defined - noncurable defaults	Section 18.2	Failure to comply with an law for the operation of the restaurant; Restaurant abandonment; bankruptcy; loss of lease; lien on the business or assets of at least $1,000; business, equipment, or premises seized; material misrepresentation by you; conduct that is harmful or reflects unfavorably to the restaurant or brand; failure to open the restaurant; unauthorized assignment; failure to cure a default; failure to maintain insurance; felony conviction	Section 18.2	Failure to comply with an law for the operation of the restaurant; Restaurant abandonment; bankruptcy; loss of lease; lien on the business or assets of at least $1,000; business, equipment, or premises seized; material misrepresentation by you; conduct that is harmful or reflects unfavorably to the restaurant or brand; failure to open the restaurant; unauthorized assignment; failure to cure a default; failure to maintain insurance; felony conviction
i. Franchisee's obligations on termination /nonrenewal	Section 19	Pay amounts owed, including damages, discontinue use of Marks & confidential information; return of materials; comply with covenant not to compete	Section 19	Pay amounts owed, including damages, discontinue use of Marks & confidential information; return of materials; comply with covenant not to compete
j. Assignment of contract by franchisor	Section 17.1	Assignee must be financially capable & assume all obligations	Section 17.1	Assignee must be financially capable & assume all obligations
k. "Transfer" by franchisee - defined	Section 17.2	Includes transfer of ownership interest, sale, lease, assignment and transfer	Section 17.2	Includes transfer of ownership interest, sale, lease, assignment and transfer

PROVISION	*SECTION IN FRANCHISE AGREEMENT*	*SUMMARY*	*SECTION IN SUCCESSOR FRANCHISE AGREEMENT*	*SUMMARY*
l. Franchisor approval of transfer by franchisee	Sections 17.3 & 17.4	We have the right to approve all transfers	Sections 17.3 & 17.4	We have the right to approve all transfers
m. Conditions for franchisor approval or transfer	Sections 17.3 & 17.4	Payment of assignment fee established by Company from time to time; execution of standard assignment documentation or our then-current form of franchise agreement, including a general release and a guaranty of assignee's performance; operational and financial capability of assignee	Sections 17.3 & 17.4	Payment of assignment fee established by Company from time to time; execution of standard assignment documentation or our then-current form of franchise agreement, including a general release and a guaranty of assignee's performance; operational and financial capability of assignee
n. Franchisor's right of first refusal to acquire franchisee's business	Section 17.3	We and DI have the right to acquire your restaurant on the same terms and conditions as an offer to another franchisee	Section 17.3	We and DI have the right to acquire your restaurant on the same terms and conditions as an offer to another franchisee
o. Franchisor's option to purchase Restaurant	Section 19.1	We have right to purchase tangible restaurant assets upon termination or expiration of Franchise Agreement	Section 19.1	We have right to purchase tangible restaurant assets upon termination or expiration of Franchise Agreement
p. Death or disability of franchisee	Section 10.7 and Section 17.10	If Managing Owner or Designated Operator dies, Franchisee has 120 days to replace. If Franchisee dies, must meet general assignment requirements	Section 10.7 and Section 17.10	If Managing Owner or Designated Operator dies, Franchisee has 120 days to replace. If Franchisee dies, must meet general assignment requirements

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY	SECTION IN SUCCESSOR FRANCHISE AGREEMENT	SUMMARY
q. Non-competition covenants during the term of the franchise	Section 20.5	No involvement in business or brand in the United States that competes with Restaurant, franchise or affiliate	Section 20.5	No involvement in business or brand in the United States that competes with Restaurant, franchise or affiliate
r. Non-competition covenants after the franchise is terminated or expires	Section 20.5	No competing business for 2 years within 15-mile radius of Restaurant	Section 20.5	No competing business for 2 years within 15-mile radius of Restaurant
s. Modification of the agreement	Section 7.3	Franchisee is required to sign our Payment Card Agreement and participate in our credit card program	Section 7.3	Franchisee is required to sign our Payment Card Agreement and participate in our credit card program
t. Integration, merger clause	Section 21.6	Only the terms of the Franchise Agreement are binding. (Subject to State law.) Any representations outside the Franchise Agreement or disclosure document may not be enforceable.	Section 21.6	Only the terms of the Successor Franchise Agreement are binding. (Subject to State law.) Any representations outside the Successor Franchise Agreement or disclosure document may not be enforceable.
u. Dispute resolution by arbitration or mediation	None	Not Applicable	None	Not Applicable
v. Choice of forum	Section 21.10 (see state-specific addendum and state-specific riders to agreements)	Litigation must be in South Carolina	Section 21.10 (see state-specific addendum and state-specific riders to agreements)	Litigation must be in South Carolina
w. Choice of law	Section 21.9 (see state-specific addendum and state-specific riders to agreements)	South Carolina law applies	Section 21.9 (see state-specific addendum and state-specific riders to agreements)	South Carolina law applies

The table set forth below lists important provisions of the IGP agreement. You should read these and all other provisions in the IGP agreement attached to this disclosure document.

PROVISION	*SECTION IN IGP AGREEMENT*	*SUMMARY*
a. Length of development term	Section 2.1 and 4.0	Earlier of termination date or date last Restaurant listed in Development Schedule opened
b. Renewal or extension of the term	None	Not Applicable
c. Requirements for franchisee to renew or extend	None	Not Applicable
d. Termination by franchisee	None	Not Applicable (subject to applicable state law)
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Sections 9 and 10	See table items g and h immediately below
g. "Cause" defined: curable defaults	Section 9.2	Lien or other encumbrance on your property or assets or failure to comply with the terms of the IGP agreement not otherwise covered in Section 9.1 as described in item h below.
h. "Cause" defined: non-curable defaults	Section 9.1	Failure to comply with Development Schedule (there are limited cure rights), bankruptcy, assignment without our prior written consent
I. Franchisee's obligations on termination/nonrenewal	None	Not Applicable
j. Assignment of contract by franchisor	Section 8.1	IGP agreement is fully assignable by us
k. "Transfer" by franchisee – defined	Section 8.2	Sale, transfer, lease, merger, in whole or in part, by operation of law or otherwise
l. Franchisor's approval of transfer by franchisee	Section 8.2	IGP agreement is personal to you and you have no assignment rights
m. Conditions for franchisor approval of transfer	Section 8.2	You have no right to assign the IGP agreement
n. Franchisor's right of first refusal	None	Not Applicable
o. Franchisor's option to purchase Restaurant	None	Not Applicable
p. Death or disability of franchisee	Section 8.2	IGP agreement may not be assigned by law

PROVISION	*SECTION IN IGP AGREEMENT*	*SUMMARY*
q. Non-competition covenants during the term of the franchise	Section 17.0	No involvement in business or brand in the United States that competes with Denny's restaurants or any of our affiliates
r. Non-competition covenants after the franchise is terminated or expires	None	Not Applicable
s. Modification of the agreement	Section 13.0	No modification unless in writing signed by us and you.
t. Integration/merger clause	Section 13.0	Only terms of IGP agreement are binding; other promises not enforceable
u. Dispute resolution by arbitration or mediation	None	Not Applicable
v. Choice of forum	None	Not Applicable
w. Choice of law	Section 15.0 (see state-specific addendum and state-specific riders to agreements)	South Carolina law applies

Item 18

PUBLIC FIGURES

DFO does not use any public figure to promote its franchise.

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY]

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 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.

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

Table 19-1

Presented below are the average Net Sales figures for the traditional franchised Denny's restaurants that have been operating for at least 12 months, as of the end of 2023 – 2025 fiscal years. During the fiscal years surveyed, no franchised restaurants closed after being open for less than 12 months. At the end of our most recent fiscal year end December 31, 2025, we had 1,212 franchise restaurants (including 12 new restaurant openings) of which 11 were closed at least one month during 2025, 14 were closed at least one month during 2024 and 10 were closed at least one month during 2023 and were excluded from 2025, 2024 and 2023 sales. The figures below do not include The Den restaurants (11 at the end of the 2025 fiscal year, 12 at the end of the 2024 fiscal year and 13 at the end of the 2023 fiscal year).

Franchised Restaurant Sales			
Fiscal Year	**2025**	**2024**	**2023**
Number of domestic restaurants (open for all 12 months)	1,178	1,237	1,304
Average Net Sales	1,951,330	1,918,224	1,868,092
Number/percentage of restaurants greater than average	523 / 44%	543 / 44%	565 / 43%

Median Net Sales	1,829,472	1,805,776	1,766,751
Highest Net Sales	4,393,305	4,577,297	4,415,811
Lowest Net Sales	553,769	610,715	613,311

NOTES AND ASSUMPTIONS

A. The size of the restaurants may vary significantly. Over the past few years, we had several conversion restaurants open ranging from 101 to 190+ seats. Our Diner 2.0 prototype has an average of 145-150 seats and is scalable to expand to 200 seats or reduced to 115 seats.

B. We compiled the figures provided above from our financial statements and from net sales reports submitted to us by our franchise operators on a 52-week basis for 2023 and 2024 and a 53-week basis for 2025. The net sales information provided by our franchise operators has not been audited and has not necessarily been prepared on a basis consistent with generally accepted accounting principles.

C. “Net Sales” represents all revenue derived from the restaurants, including all sales of food, goods, wares, merchandise, and all services made in, upon, or from the restaurants, including catering services, whether for cash, check, credit, or otherwise, without reserve or deduction for inability to collect same. Net Sales does not include rebates or refunds to customers or the amount of any sales taxes or other similar taxes that restaurants may be required to collect from customers to be paid to any federal, state, or local taxing authority.

Table 19-2

Presented below are the same store sales growth/contraction for all franchised Denny’s restaurants that had been operating for at least 18 months, as of the end of each of the 2023 – 2025 fiscal years. The figures compare the same store sales of all franchised Denny’s restaurants reported for the fiscal year against that reported by all franchised Denny’s restaurants for the immediately preceding fiscal year. During the fiscal years surveyed, no franchised restaurant closed after being open for less than 12 months. At the end of our most recent fiscal year end December 31, 2025, we had 1,212 franchise restaurants, of which 11 are excluded below because they closed for at least one month, 18 are excluded below because they were open for less than 18 months, and 11 were excluded because they were The Den restaurants. At the end of our fiscal year ending December 25, 2024, we had 1,273 franchise restaurants, of which 14 are excluded below because they closed for at least one month, 10 are excluded below because they were open for less than 18 months, and 12 are excluded below because they were The Den restaurants. At the end of our fiscal year ending December 27, 2023, we had 1,342 franchise restaurants, of which 10 are excluded below because they were closed for at least one month, 16 are excluded below because they were open for less than 18 months, and 12 are excluded below because they were The Den restaurants.

Franchised Restaurant Same Store Sales Fiscal Year 2023 - 2025			
Fiscal Year	**2025**	**2024**	**2023**
Total Franchise	-2.7%	0.0%	3.7%
Number/percentage of restaurants greater than average	585 / 50%	572 / 47%	623 / 48%
Median Same Store Sales	-2.7%	-0.5%	3.3%
Highest Same Store Sales	39.9%	54.4%	99.2%
Lowest Same Store Sales	-35.0%	-29.8%	-35.4%

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Elizabeth McAbee or Laura Shock, 203 East Main Street, Spartanburg, SC 29319, (864) 597-8000, the Federal Trade Commission, and the appropriate state regulatory agencies

Item 20

OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary (US Only)

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	1380	1342	-38
	2024	1342	1273	-69
	2025	1273	1212	-61
Company-Owned[2]	2023	65	65	0
	2024	65	61	-4
	2025	61	62	+1
Total Outlets[1]	2023	1446	1407	-37
	2024	1407	1334	-74
	2025	1334	1274	-60

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

NOTE 2. The Company is, as of the issuance date, implementing a strategy to sell its corporate-owned outlets to franchisees and/or third parties. As of the issuance date of this Franchise Disclosure Document, the Company has sold a substantial portion of its corporate-owned outlets and continues to pursue the sale of its remaining company-owned outlets.

Table 2
Transfer of Outlets from Franchisees to New Owners (other than Franchisor)

STATE	YEAR	NUMBER OF TRANSFERS
ALABAMA	2023	0
	2024	0
	2025	0
ALASKA	2023	1
	2024	0
	2025	0
ARIZONA	2023	1
	2024	0
	2025	4
ARKANSAS	2023	0
	2024	0
	2025	0
CALIFORNIA	2023	0
	2024	2
	2025	7
COLORADO	2023	0
	2024	0
	2025	0
CONNECTICUT	2023	0
	2024	0

STATE	YEAR	NUMBER OF TRANSFERS
	2025	0
DELAWARE	2023	0
	2024	0
	2025	0
DISTRICT OF COLUMBIA	2023	0
	2024	0
	2025	0
FLORIDA	2023	0
	2024	4
	2025	0
GEORGIA	2023	0
	2024	0
	2025	0
HAWAII	2023	0
	2024	0
	2025	0
IDAHO	2023	0
	2024	0
	2025	1
ILLINOIS	2023	8
	2024	0
	2025	0
INDIANA	2023	17
	2024	0
	2025	0
IOWA	2023	0
	2024	0
	2025	0
KANSAS	2023	0
	2024	0
	2025	0
KENTUCKY	2023	1
	2024	1
	2025	0
LOUISIANA	2023	1
	2024	0
	2025	0
MAINE	2023	0
	2024	0
	2025	0
MARYLAND	2023	0
	2024	0
	2025	0
MASSACHUSETTS	2023	0
	2024	0
	2025	0
MICHIGAN	2023	0

STATE	YEAR	NUMBER OF TRANSFERS
	2024	1
	2025	0
MINNESOTA	2023	0
	2024	0
	2025	0
MISSISSIPPI	2023	0
	2024	0
	2025	0
MISSOURI	2023	0
	2024	0
	2025	1
MONTANA	2023	0
	2024	0
	2025	0
NEBRASKA	2023	0
	2024	0
	2025	0
NEVADA	2023	0
	2024	1
	2025	0
NEW HAMPSHIRE	2023	0
	2024	0
	2025	0
NEW JERSEY	2023	0
	2024	0
	2025	0
NEW MEXICO	2023	0
	2024	0
	2025	0
NEW YORK	2023	0
	2024	0
	2025	0
NORTH CAROLINA	2023	0
	2024	0
	2025	0
NORTH DAKOTA	2023	0
	2024	0
	2025	0
OHIO	2023	0
	2024	0
	2025	1
OKLAHOMA	2023	0
	2024	0
	2025	0
OREGON	2023	0
	2024	0
	2025	0

STATE	YEAR	NUMBER OF TRANSFERS
PENNSYLVANIA	2023	0
	2024	0
	2025	0
RHODE ISLAND	2023	0
	2024	0
	2025	0
SOUTH CAROLINA	2023	0
	2024	0
	2025	0
SOUTH DAKOTA	2023	0
	2024	0
	2025	0
TENNESSEE	2023	0
	2024	0
	2025	0
TEXAS	2023	2
	2024	1
	2025	2
UTAH	2023	0
	2024	0
	2025	0
VERMONT	2023	0
	2024	0
	2025	0
VIRGINIA	2023	0
	2024	0
	2025	0
WASHINGTON	2023	0
	2024	1
	2025	2
WEST VIRGINIA	2023	0
	2024	0
	2025	0
WISCONSIN	2023	0
	2024	0
	2025	0
WYOMING	2023	0
	2024	0
	2025	0
TOTALS[1]	2023	31
	2024	11
	2025	18

NOTE 1: All numbers are as of the end of Denny's fiscal year

Table 3
Status of Franchised Outlets

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS[2]	NON-RENEWALS	REACQURIED BY FRANCHISOR	CEASED OPERATIONS-OTHER REASONS	OUTLETS AT END OF YEAR
ALABAMA	2023	7					1	6
	2024	6					1	5
	2025	5					1	4
ALASKA	2023	1						1
	2024	1						1
	2025	1						1
ARIZONA	2023	84	2				3	83
	2024	83	2				6	79
	2025	79					7	72
ARKANSAS	2023	10						10
	2024	10					2	8
	2025	8					1	7
CALIFORNIA	2023	345	6				8	343
	2024	343	4				13	334
	2025	334	1				8	327
COLORADO	2023	19	1					20
	2024	20					2	18
	2025	18						18
CONNECTICUT	2023	5						5
	2024	5						5
	2025	5						5
DELAWARE	2023	1						1
	2024	1						1
	2025	1						1
DISTRICT OF COLUMBIA	2023	2						2
	2024	2						2
	2025	2						2
FLORIDA	2023	115						115
	2024	115					8	107
	2025	107	2	4			10	95
GEORGIA	2023	12					1	11
	2024	11					1	10
	2025	10					1	9
HAWAII	2023	4						4
	2024	4					1	3
	2025	3						3
IDAHO	2023	10	2				1	11
	2024	11					4	7
	2025	7	1					8
ILLINOIS	2023	47	1				4	44
	2024	44					1	43
	2025	43					1	42
INDIANA	2023	34					4	30
	2024	30						30
	2025	30					1	29
IOWA	2023	3						3
	2024	3						3
	2025	3					1	2
KANSAS	2023	5					1	4
	2024	4						4
	2025	4					1	3
KENTUCKY	2023	11						11
	2024	11					1	10
	2025	10						10

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS[2]	NON-RENEWALS	REACQURIED BY FRANCHISOR	CEASED OPERATIONS-OTHER REASONS	OUTLETS AT END OF YEAR
LOUISIANA	2023	6						6
	2024	6						6
	2025	6	1					7
MAINE	2023	3						3
	2024	3					1	2
	2025	2						2
MARYLAND	2023	24	1				2	23
	2024	23	1				1	23
	2025	23						23
MASSACHUSETTS	2023	4					1	3
	2024	3						3
	2025	3						3
MICHIGAN	2023	14					1	13
	2024	13					1	12
	2025	12						12
MINNESOTA	2023	17					4	13
	2024	13						13
	2025	13					1	12
MISSISSIPPI	2023	4						4
	2024	4						4
	2025	4	1					5
MISSOURI	2023	30					2	28
	2024	28					1	27
	2025	27					3	24
MONTANA	2023	3					1	2
	2024	2						2
	2025	2					1	1
NEBRASKA	2023	3						3
	2024	3						3
	2025	3					1	2
NEVADA	2023	32	1					33
	2024	33						33
	2025	33	3				1	35
NEW HAMPSHIRE	2023	0						0
	2024	0						0
	2025	0						0
NEW JERSEY	2023	7					1	6
	2024	6						6
	2025	6						6
NEW MEXICO	2023	29						29
	2024	29	1				1	29
	2025	29					1	28
NEW YORK	2023	41					4	37
	2024	37					4	33
	2025	33					5	28
NORTH CAROLINA	2023	21					3	18
	2024	18					1	17
	2025	17					2	15
NORTH DAKOTA	2023	3						3
	2024	3						3
	2025	3						3
OHIO	2023	35	1				5	31
	2024	31	1				6	26
	2025	26	1				2	25

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS[2]	NON-RENEWALS	REACQURIED BY FRANCHISOR	CEASED OPERATIONS-OTHER REASONS	OUTLETS AT END OF YEAR
OKLAHOMA	2023	10						10
	2024	10					3	7
	2025	7					1	6
OREGON	2023	21					1	20
	2024	20					3	17
	2025	17						17
PENNSYLVANIA	2023	35						35
	2024	35					2	33
	2025	33						33
RHODE ISLAND	2023	3					1	2
	2024	2						2
	2025	2						2
SOUTH CAROLINA	2023	8						8
	2024	8	3				2	9
	2025	9					1	8
SOUTH DAKOTA	2023	1						1
	2024	1						1
	2025	1						1
TENNESSEE	2023	5					1	4
	2024	4						4
	2025	4						4
TEXAS	2023	191	1				2	190
	2024	190					10	180
	2025	180	2			1	12	169
UTAH	2023	25					1	24
	2024	25					3	21
	2025	21					1	20
VERMONT	2023	0						0
	2024	0						0
	2025	0						0
VIRGINIA	2023	19					1	18
	2024	18	1				1	18
	2025	18						18
WASHINGTON	2023	41						41
	2024	41	1				1	41
	2025	41					1	40
WEST VIRGINIA	2023	4						4
	2024	4					2	2
	2025	2						2
WISCONSIN	2023	22	1					23
	2024	23						23
	2025	23					3	20
WYOMING	2023	4						4
	2024	4						4
	2025	4						4
TOTALS[1]	2023	1380	17	0	0	0	55	1342
	2024	1342	14	0	0	0	83	1273
	2025	1273	12	4	0	1	68	1212

NOTE 1: All numbers are as of the end of Denny's fiscal year.

NOTE 2: Mutually agreed upon restaurant closures and Franchise Agreement terminations are included in this figure.

NOTE 3: The numbers in the "Total" column may exceed the number of restaurants affected because events may have affected the same restaurant. For example, the same restaurant may have had multiple owners. In that event, the event that occurred last in time has been reported.

Table 4
Status of Company-Owned Outlets[1]

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
Arizona	2023	1					1
	2024	1					1
	2025	1					1
California	2023	22					22
	2024	22					22
	2025	22					22
Florida	2023	9					9
	2024	9					9
	2025	9					9
Hawaii	2023	2					2
	2024	2					2
	2025	2					2
Massachusetts	2023	2					2
	2024	2			1		1
	2025	1					1
Nevada	2023	7					7
	2024	7					7
	2025	7					7
New Hampshire	2023	2					2
	2024	2					2
	2025	2					2
South Carolina	2023	3					3
	2024	3				3	0
	2025	0					0
Texas	2023	13					13
	2024	14					14
	2025	14		1			15
Vermont	2023	2					2
	2024	1					1
	2025	1					1
Virginia	2023	2					2
	2024	2					2
	2025	2					2
Total	2023	65					65
	2024	65			1	3	61

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reac-quired From Franchi-see	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
	2025	61		1			62

NOTE 1. The Company is, as of the issuance date, implementing a strategy to sell its corporate-owned outlets to franchisees and/or third parties. As of the issuance date of this Franchise Disclosure Document, the Company has sold a substantial portion of its corporate-owned outlets and continues to pursue the sale of its remaining company-owned outlets.

Table 5
Projected Openings

Projected Openings as of December 31, 2025

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLETS NOT OPENED[1]	PROJECTED NEW FRANCHISED OUTLET IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLET IN THE NEXT FISCAL YEAR
CALIFORNIA		3	
COLORADO	1	2	
HAWAII		1	
MARYLAND		1	
MICHIGAN		1	
MISSISSIPPI		1	
MISSOURI		1	
NEVADA	1	2	
OHIO		1	
OREGON	2	1	
TEXAS		3	
TOTALS	4	17	

NOTE 1 Total for "Franchise Agreement Signed But Outlets Not Opened" does not include Franchise Agreements signed prior to January 2025 and restaurants not open by December 31, 2025. As of December 31, 2025, there were 8 Franchise Agreements which were signed before January 2025 for which a Denny's restaurant had not been established and opened for business.

The names of all Denny's franchisees and the addresses and phone numbers of their restaurants are listed in Exhibit M.

The names, last known home addresses and telephone numbers of every franchisee who had a franchise terminated, canceled, or not renewed by us in 2025, or who otherwise voluntarily or involuntarily ceased to do business under their franchise agreement in 2025, or who have not communicated with us within 10 weeks of the date of this offering circular are listed in Exhibit N. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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.

Item 21

FINANCIAL STATEMENTS

Attached to this disclosure document as Exhibit O are the (i) audited consolidated Financial Statements of DFO, LLC and its subsidiary as of December 31, 2025 and December 25, 2024, and for each of the years in the three-year period ended December 31, 2025, and (ii) unaudited consolidated financial statements of DFO, LLC and subsidiary for the period ending April 1, 2026.

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Item 22

CONTRACTS

Attached as Exhibits to this disclosure document are the following contracts:

Franchise Agreement	-	Exhibit C
New Product Offering Addendum	-	Exhibit C-1
Successor Franchise Agreement	-	Exhibit D
SCOC Franchisee Participation Agreement	-	Exhibit E
Gift Card Agreement	-	Exhibit F
(Sub)Lease	-	Exhibit G
IGP Development Agreement	-	Exhibit H
Payment Card Agreement	-	Exhibit I
Standard Enterprise Technology Platform Agreement	-	Exhibit J
Denny’s On Demand	-	Exhibit J-1
Personal Guaranty	-	Exhibit K

Item 23

RECEIPTS

You will find two copies of a detachable Receipt at the end of this disclosure document. One Receipt must be signed, dated, and delivered to us. The other Receipt should be retained for your records.

EXHIBIT A

STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS

California Department of Corporations 320 W 4th Street, Suite 750 Los Angeles, California 90013-2344	Maryland Maryland Securities Commissioner Office of the Attorney General 200 St. Paul Place 20th Floor Baltimore, Maryland 21202-2020
Hawaii Commissioner of Securities of the Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813	Michigan Department of the Attorney General's Office Consumer Protection Division Attn: Franchise 670 Law Building Lansing, Michigan 48913
Illinois Chief, Franchise Division Attorney General's Office 500 South Second Street Springfield, Illinois 62706	Minnesota Minnesota Department of Commerce 85 7th Place East, Suite 280 Saint Paul, MN 55101 (651) 539-1500
Indiana Secretary of State Franchise Section Securities Division 302 West Washington, Room E-111 Indianapolis, Indiana 46204	Nebraska Nebraska Department of Banking and Finance 1200 N. Street, Suite 311 PO Box 95006 Lincoln, Nebraska 68509-5006
New York Special Deputy Attorney General New York Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23rd Floor New York, New York 10271	South Dakota Division of Insurance Securities Regulation 124 S Euclid, Suite 104 Pierre, South Dakota 57501-3185 (605) 773-3563
North Dakota North Dakota Insurance & Securities Department 600 East Boulevard Avenue Dept. 401 Bismarck, North Dakota 58505 701-328-2910	Texas Statutory Document Section Secretary of State PO Box 12887 Austin, Texas 78711

<u>Oregon</u> Director Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310	<u>Virginia</u> State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219
<u>Rhode Island</u> Chief Securities Examiner Director of Business Regulation 1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, Rhode Island 02920	<u>Washington</u> Department of Financial Institutions Securities Division Washington Department of Licensing PO Box 9033 Olympia, Washington 98507-9033
	<u>Wisconsin</u> Franchise Administrator Securities and Franchise Registration Wisconsin Securities Commission PO Box 1768 101 East Wilson St., 4th Fl. Madison, Wisconsin 53701

AGENTS FOR SERVICE OF PROCESS

California

Commissioner of Corporations
320 W 4th Street, Suite 750
Los Angeles, California 90013-2344

Hawaii

Commissioner of Securities of the
Department of Commerce and Consumer Affairs
335 Merchant Street, Room 203
Honolulu, HI 96813

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

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

Maryland

Maryland Securities Commissioner
Office of the Attorney General
200 St. Paul Place
20th Floor
Baltimore, Maryland 21202-2020

South Dakota

Director of Division of Insurance
Securities Regulation
c/o 124 S Euclid, Suite 104
Pierre, South Dakota 57501

Washington

Director of Financial Institutions
Securities Division
210-11th Street SW
3rd Floor West
Olympia Washington 98504

Michigan

Michigan Department of Commerce,
Corporations and Securities Bureau
670 Law Building
Lansing, Michigan 48913

Minnesota

Minnesota Department of Commerce
85 7th Place East, Suite 280
Saint Paul, MN 55101

New York

Secretary of State of the State of New York
162 Washington Avenue
Albany, New York 12231

North Dakota

North Dakota Insurance & Securities Department
600 East Boulevard Avenue Dept. 401
Bismarck, North Dakota 58505
701-328-2910

Rhode Island

Director of Department of Business Regulation
1511 Pontiac Avenue
John O. Pastore Complex – Building 69-1
Cranston, Rhode Island 02920

Virginia

Clerk
State Corporation Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219

Wisconsin

Commissioner of Securities
P.O. Box 1768
101 East Wilson St., 4th Fl.
Madison, Wisconsin 53702

EXHIBIT B

STATE-SPECIFIC RIDERS TO AGREEMENTS

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF CALIFORNIA

The DFO, LLC, Development Agreement between ________________________(Developer) and DFO, LLC (Denny's) dated ____________________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

    a. California Business and Professions Code Sections 20000 through 20043 provide rights to Developer concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to Developer concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws will control.

    b. If the Developer is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

    c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

    d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

    e. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

    f. If the Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the Development Agreement on the day and year first above written in the Development Agreement.

DFO, LLC, a Delaware limited liability company	DEVELOPER:
By: Denny's, Inc.	
It's: Sole Member	By: ______________________________
	Name: ___________________________
By: __________________________	Its: ___________________________
Name:_______________________	
Title: _________________________________	

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

The DFO, LLC, Franchise Agreement between and (Franchisee or You) and DFO, LLC (Company) dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws will control.

   b. If the Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

   c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

   d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

   e. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

   f. If the Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.
3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Stephen Dunn Its: Executive Vice President Chief Global Development Officer	By: Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name: Its:

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF HAWAII

The DFO, LLC, DEVELOPMENT Agreement between ___________________________(Developer) and DFO, LLC (Denny's) dated ________________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

HAWAII LAW MODIFICATIONS

1. The Director of the Hawaii Department of Commerce and Consumer Affairs requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law, including the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E-1 Through 482E-12 (1988). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Hawaii Franchise Investment Law provides rights to Developer concerning nonrenewal, termination and transfer of the Agreement. If the Agreement contains a provision that is inconsistent with the Law, the Law will control. Among those rights, the law may require that upon termination or nonrenewal Denny's purchase for fair market value Developer's inventory, supplies, equipment and furnishings purchased from Denny's or a supplier designated by Denny's; provided that personalized materials which have no value to Denny's need not be compensated for. If the non-renewal or termination is for the purpose of converting the Developer's business to one owned and operated by Denny's, Denny's may, additionally, be obligated to compensate the Developer for loss of goodwill. Denny's may deduct all amounts due from Developer and any costs related to the transportation or disposition of items purchased against any payment for those items. If the parties cannot agree on fair market value, fair market value shall be determined in the manner set forth in the Agreement. If the Agreement does not provide for determination of the fair market value of assets for purchase by Denny's, such amount will be determined by an independent appraiser approved by both parties, and the costs of the appraisal shall be shared equally by the parties.

   b. If the Developer is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Hawaii Franchise Investment Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company	DEVELOPER:
By: Denny's, Inc. Its: Sole Member	By: ____________________________ Name: __________________________ Title: ____________________________
By: ____________________________ Name: _________________________ Title: ___________________________	

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF HAWAII

The DFO, LLC, Franchise Agreement between (Franchisee or You) and DFO, LLC (Company) dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

HAWAII LAW MODIFICATIONS

1. The Director of the Hawaii Department of Commerce and Consumer Affairs requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law, including the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E-1 Through 482E-12 (1988). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Hawaii Franchise Investment Law provides rights to You concerning nonrenewal, termination and transfer of the Agreement. If the Agreement contains a provision that is inconsistent with the Law, the Law will control. Among those rights, the law may require that upon termination or nonrenewal Company purchase for fair market value Franchisee's inventory, supplies, equipment and furnishings purchased from the Company or a supplier designated by the Company; provided that personalized materials which have no value to the Company need not be compensated for. If the non-renewal or termination is for the purpose of converting the Franchisee's business to one owned and operated by the Company, the Company may, additionally, be obligated to compensate the Franchisee for loss of goodwill. The Company may deduct all amounts due from Franchisee and any costs related to the transportation or disposition of items purchased against any payment for those items. If the parties cannot agree on fair market value, fair market value shall be determined in the manner set forth in the Agreement. If the Agreement does not provide for determination of the fair market value of assets for purchase by the Company, such amount will be determined by an independent appraiser approved by both parties, and the costs of the appraisal shall be shared equally by the parties.

   b. If the Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Hawaii Franchise Investment Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on } .

THE COMPANY: FRANCHISEE:

DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Its:	By: Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name: Its:

**AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF ILLINOIS**

The DFO, LLC, DEVELOPMENT Agreement between ________________________ (Developer) and DFO, LLC (Denny's) dated ______________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 - 705/44 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

    a. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to Developer concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.

    b. Any release of claims or acknowledgments of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

    c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under the Illinois Franchise Disclosure Act.

    d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, the Act will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company	DEVELOPER:
By: Denny's, Inc. Its: Sole Member	By: ____________________________ Name: ___________________________ Title: ____________________________
By: ___________________________ Name: ________________________ Title: ___________________________	

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

The DFO, LLC, Franchise Agreement between {company_name} (Franchisee or You) and DFO, LLC (Company) dated {company_signatory_date} (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

ILLINOIS LAW MODIFICATIONS

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 - 705/44 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to You concerning nonrenewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.

   b. Any release of claims or acknowledgments of fact contained in the Article 23 that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

   c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void with respect to claims under the Illinois Franchise Disclosure Act.

   d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, the Act will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment.

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

This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on {company_signatory_date}

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	{company_name} a(n) {company_state} {entity_type}
By: Denny's, Inc.	By: {franchisee_signatory_signature}
It's: Sole Member	Name: {franchisee_signatory_name}
	Its: {franchisee_signatory_input}
By: {company_signatory_signature}	
Name: Its:	By: {franchisee_signatory2_signature} Name: {franchisee_signatory2_name} Its: {franchisee_signatory2_input}
Date: {company_signatory_date}	By: {franchisee_signatory3_signature} Name: {franchisee_signatory3_name} Its: {franchisee_signatory3_input}
	By: {franchisee_signatory4_signature} Name: {franchisee_signatory4_name} Its: {franchisee_signatory4_input}
	By: {franchisee_signatory5_signature} Name: {franchisee_signatory5_name} Its: {franchisee_signatory5_input}
	By: {franchisee_signatory6_signature} Name: {franchisee_signatory6_name} Its: {franchisee_signatory6_input}

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF INDIANA

The DFO, LLC, DEVELOPMENT Agreement between _______________________________ (Developer) and DFO, LLC (Denny's) dated ______________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

INDIANA LAW MODIFICATIONS

1. The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:
   a. The Indiana Deceptive Franchise Practices Act provides rights to Developer concerning nonrenewal and termination of the Agreement. To the extent the Agreement contains a provision that is inconsistent with the Act, the Act will control.
   b. If the Developer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, and such acknowledgments shall be void with respect to claims under the Acts.
   c. If the Agreement contains covenants not to compete upon expiration or termination of the Agreement that are inconsistent with the Indiana Deceptive Franchise Practices Act, the requirements of the Act will control.
   d. The Indiana Deceptive Franchise Practices Act provides that substantial modification of the Agreement by Denny's requires written consent of the Developer. If the Agreement contains provisions that are inconsistent with this requirement, the Act will control.
   e. If the Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10).
   f. If the Agreement requires that it be governed by a state's law, other than the State of Indiana, to the extent that such law conflicts with the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, the Acts will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company

By: Denny's, Inc.
Its: Sole Member

By: ____________________________
Name: __________________________
Title: ____________________________

DEVELOPER:

By: ____________________________
Name: __________________________
Title: ____________________________

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF INDIANA

The DFO, LLC, Franchise Agreement between (Franchisee or you) and DFO, LLC (Company) dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

INDIANA LAW MODIFICATIONS

1. The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Indiana Deceptive Franchise Practices Act provides rights to You concerning nonrenewal and termination of the Agreement. To the extent the Agreement contains a provision that is inconsistent with the Act, the Act will control.

   b. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, and such acknowledgments shall be void with respect to claims under the Acts.

   c. If the Agreement contains covenants not to compete upon expiration or termination of the Agreement that are inconsistent with the Indiana Deceptive Franchise Practices Act, the requirements of the Act will control.

   d. The Indiana Deceptive Franchise Practices Act provides that substantial modification of the Agreement by Denny's requires written consent of the Developer. If the Agreement contains provisions that are inconsistent with this requirement, the Act will control.

   e. If the Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10).

   f. If the Agreement requires that it be governed by a state's law, other than the State of Indiana, to the extent that such law conflicts with the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, the Acts will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on .

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Stephen Dunn Its: Executive Vice President Chief Global Development Officer	By: Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name:

	Its:

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF MARYLAND

The DFO, LLC, DEVELOPMENT Agreement between ____________ (Developer) and DFO, LLC (Denny's) dated _____________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If the Developer is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.

   b. If this Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights Developer may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company

By: Denny's, Inc.
Its: Sole Member

By: ____________________________
Name: ___________________________
Title: ___________________________

DEVELOPER:

By: ____________________________
Name: ___________________________
Title: ___________________________

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

The DFO, LLC, Franchise Agreement between (Franchisee or You) and DFO, LLC (Company) dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

MARYLAND LAW MODIFICATIONS

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§ 14-201 - 14-233 (1994). To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If the Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law, and such acknowledgments shall be void with respect to claims under the Law.

   b. If this Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights Licensee may have under Sec. 14-216 (c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Stephen Dunn Its: Executive Vice President Chief Global Development Officer	By: Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name: Its:

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT AND DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The DFO, LLC, DEVELOPMENT Agreement between (Developer) and DFO, LLC (Denny's) dated __________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Offering Circular contain provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Minnesota Department of Commerce requires that Denny's indemnify Minnesota developers against liability to third parties resulting from claims by third parties that the Developer's use of the Proprietary Marks infringes trademark rights of the third party. Denny's does not indemnify against the consequences of Developer's use of the Proprietary Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Developer must provide notice to Denny's of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Denny's. If Denny's accepts the tender of defense, Denny's has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

   b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a developer be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the developer be given sufficient opportunity to operate the franchise in order to enable the developer the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

   c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a developer be given 90 days notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

d. Franchise Act, Sec 80C.17 Subd. 5., requires that no action may be commenced pursuant to Section 80C.17 more than three years after the cause of action accrues.

e. If the Agreement requires Developer to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

f. If the Agreement requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Developer as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

g. If the Agreement requires Developer to sue Denny's outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights of the Developer as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in risk factor 1 on the cover page of the Offering Circular that the Agreement requires Developer to sue outside the State of Minnesota is not applicable because of the Franchise Act.

2. Issuance of Worthless Checks are governed by Minnesota Statue Section 604.113. As of the Issuance Date, Minnesota Statute Section 604.113 states that whoever issues any check that is dishonored is liable for a service charge not to exceed $30, except as otherwise provided under Minnesota Statute Section 604.113.

3. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

4. **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.

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

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company

By: Denny's, Inc.
Its: Sole Member

By: ____________________________
Name: __________________________
Title: ___________________________

DEVELOPER:

By: ____________________________
Name: __________________________
Title: ___________________________

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT AND DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The DFO, LLC, Franchise Agreement between (Franchisee or You) and DFO, LLC (Company) dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Offering Circular contain provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Minnesota Department of Commerce requires that the Company indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. The Company does not indemnify against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Franchisee must provide notice to the Company of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to the Company. If the Company accepts the tender of defense, the Company has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

   b. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

   c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

d. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

e. If the Agreement requires that it be governed by a state's law, other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. Franchise Act, Sec 80C.17 Subd. 5., requires that no action may be commenced pursuant to Section 80C.17 more than three years after the cause of action accrues.

2. Each provision of this Agreement shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. Issuance of Worthless Checks are governed by Minnesota Statue Section 604.113. As of the Issuance Date, Minnesota Statute Section 604.113 states that whoever issues any check that is dishonored is liable for a service charge not to exceed $30, except as otherwise provided under Minnesota Statute Section 604.113.

4. **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.

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

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on .

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Stephen Dunn Its: Executive Vice President Chief Global Development Officer	By: Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name: Its:

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF NEW YORK

The DFO, LLC, DEVELOPMENT Agreement between __________________________(Developer) and DFO, LLC (Denny's) dated _________________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

    a. If the Developer is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

    b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Developer under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company

By: Denny's, Inc.
Its: Sole Member

By: ______________________________
Name: ___________________________
Title: ______________________________

DEVELOPER:

By: _____________________________
Name: ____________________________
Title: _____________________________

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
<u>FOR THE STATE OF NEW YORK</u>

The DFO, LLC, Franchise Agreement between (Franchisee or You) and DFO, LLC (the "Company") dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

   b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Licensee under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on
.

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Stephen Dunn Its: Executive Vice President Chief Global Development Officer	By: Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name: Its:

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF RHODE ISLAND

The DFO, LLC, DEVELOPMENT Agreement between __________________________(Developer) and DFO, LLC (Denny's) dated _______________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

   b. If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.

   c. If the Developer is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company	DEVELOPER:
By: Denny's, Inc. Its: Sole Member	By: ______________________________ Name: ______________________________ Title: ______________________________
By: ______________________________ Name: ____________________________ Title: ______________________________	

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

The DFO, LLC, Franchise Agreement between (Franchisee or You) and DFO, LLC (Company) dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that this Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

   b If this Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14

   c. If the Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on .

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Stephen Dunn Its: Executive Vice President Chief Global Development Officer	By: Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name: Its:

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF VIRGINIA

The DFO, LLC, DEVELOPMENT Agreement between ______________________(Developer) and DFO, LLC (Denny's) dated ________________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

VIRGINIA LAW MODIFICATIONS

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. Any securities offered or sold by the Investor Franchisee as a part of the Denny's Restaurant Franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

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

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on __________________ ___, 20___.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company	DEVELOPER:
By: Denny's, Inc. Its: Sole Member	By: ______________________________ Name: ______________________________ Title: ______________________________
By: ____________________________________ Name: __________________________________ Title: ____________________________________	

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF VIRGINIA

The DFO, LLC, Franchise Agreement between (Franchisee or You) and DFO, LLC (Company) dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

VIRGINIA LAW MODIFICATIONS

1. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. Any securities offered or sold by the Investor Franchisee as a part of the Denny's Restaurant Franchise must either be registered or exempt from registration under Section 13.1-514 of the Virginia Securities Act.

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

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on .

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Stephen Dunn	By:

Its: Executive Vice President Chief Global Development Officer	Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name: Its:

AMENDMENT TO DFO, LLC
DEVELOPMENT AGREEMENT
FOR THE STATE OF WISCONSIN

The DFO, LLC, DEVELOPMENT Agreement between ______________________(Developer) and DFO, LLC (Denny's) dated ________________________ (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

WISCONSIN LAW MODIFICATIONS

1. The Securities Commissioner of the State of Wisconsin requires that certain provisions contained in franchise documents be amended to be consistent with Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 ("Fair Dealership Law"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Wisconsin Fair Dealership Law, among other things, grants Developer the right, in most circumstances, to 90 days' prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law's requirements and shall have no force or effect.

   b. The Wisconsin Fair Dealership Law, among other things, grants Developer the right, in most circumstances, to 90 days' prior written notice of termination and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law's requirements and shall have no force or effect.

   c. If the Agreement requires that it be governed by a state's law, other than the State of Wisconsin, to the extent that any provision of the Agreement conflicts with the Wisconsin Fair Dealership Law such provision shall be superseded by the law's requirements.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Wisconsin law applicable to the provision are met independent of this Amendment.

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

This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have fully executed, sealed and delivered this Amendment to the DEVELOPMENT Agreement on the day and year first above written in the DEVELOPMENT Agreement.

DFO, LLC, a Delaware limited liability company By: Denny's, Inc. It's Sole Member	DEVELOPER:
By: ____________________________	By: ____________________________
Name:___________________________	Name: ___________________________
Title: _______________________	Title: ____________________________

AMENDMENT TO DFO, LLC
FRANCHISE AGREEMENT
FOR THE STATE OF WISCONSIN

The DFO, LLC, Franchise Agreement between (Franchisee or You) and DFO, LLC (Company) dated (Agreement) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (Amendment):

WISCONSIN LAW MODIFICATIONS

1. The Securities Commissioner of the State of Wisconsin requires that certain provisions contained in franchise documents be amended to be consistent with Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 ("Fair Dealership Law"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

   a. The Wisconsin Fair Dealership Law, among other things, grants You the right, in most circumstances, to 90 days' prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law's requirements and shall have no force or effect.

   b. The Wisconsin Fair Dealership Law, among other things, grants You the right, in most circumstances, to 90 days' prior written notice of termination and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law's requirements and shall have no force or effect.

   c. If the Agreement requires that it be governed by a state's law, other than the State of Wisconsin, to the extent that any provision of the Agreement conflicts with the Wisconsin Fair Dealership Law such provision shall be superseded by the law's requirements.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Wisconsin law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its Owners acknowledges that it has read and understands the contents of this Amendment, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Amendment and be bound thereby. The parties have duly executed and delivered this Amendment to the Agreement on
.

THE COMPANY:	FRANCHISEE:
DFO, LLC a Delaware limited liability company	a(n)
By: Denny's, Inc.	By:
It's: Sole Member	Name:
	Its:
By:	
Name: Stephen Dunn Its: Executive Vice President Chief Global Development Officer	By: Name: Its:
Date:	By: Name: Its:
	By: Name: Its:
	By: Name: Its:
	By: Name: Its:

EXHIBIT C

FRANCHISE AGREEMENT

DFO, LLC FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

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DFO, LLC FRANCHISE AGREEMENT

This Franchise Agreement ("Agreement") is made and entered into as of the date set forth on the signature page below by and between DFO, LLC, a Delaware limited liability company ("Company"), and ____________________ ("Franchisee").

RECITALS

A. The Company operates nationwide a number of restaurants under the "Denny's" name and has developed a unique and particular plan of food service operation. The public has acquired a distinct awareness of the identity of the Company's plan, including, for example, menus, general restaurant style and decoration. The public tends to associate such impressions with the Company's name and to rely on such associations.

B. Franchisee desires to operate a restaurant under the Denny's name and to utilize the Company's plan of food service operation, all in accordance with the terms, covenants and conditions of this Agreement.

AGREEMENT

1. SCOPE AND PURPOSE OF AGREEMENT

1.1 Purpose and Location. Franchisee desires to operate and manage a Denny's restaurant located at____________________________ in the City of _________________________, County of , State of _______________________________ ("Restaurant"). The Company owns the trademark, service mark and trade name "Denny's" and other related trademarks, service marks, trade names, copyrights, labels, designs, symbols and distinctive logotypes (the "Denny's Marks"). The Company has a unique and particular plan for the operation of family style restaurants including, but not limited to the Denny's Marks, operations manuals, food service standards manuals, policies, standards, procedures, employee uniforms, signs, menus, marketing program and related items, and the reputation and goodwill of the Company's chain of restaurants (the "Denny's System"). The Company desires to have the Restaurant operated as a Denny's restaurant utilizing the Denny's System and the Denny's Marks. Therefore, in entering into this Agreement, Franchisee fully understands and agrees that this Agreement is conditioned upon the continued strict adherence by Franchisee to all standards, policies, procedures and requirements published or which may from time to time be published or otherwise brought to Franchisee's attention by the Company for the operation, maintenance or improvement of Denny's restaurants under the Denny's System and the Denny's Marks. Franchisee understands and agrees that strict adherence to these standards, policies, procedures and requirements is essential to the value of the Denny's System and the Denny's Marks.

1.2 Grant of Franchise Rights. In consideration of the foregoing representations and agreements of Franchisee and other consideration as set forth herein, and subject to all of the terms, covenants and conditions of this Agreement, the Company hereby grants to Franchisee, and Franchisee hereby accepts from the Company, the right and franchise to operate the Restaurant at the location described above. This franchise is for the specific location described in Section 1.1 and may not be transferred to any other location except in accordance with the terms of Sections 4.2 hereof.

1.3 Independent Contractor Status. It is expressly understood and agreed that Franchisee is not for any purpose an employee, fiduciary or agent of the Company, and that all of the personnel employed by Franchisee at the Restaurant will be employees or agents of Franchisee as an independent contractor and will not be employees or agents of the Company. At no time will the Company have any right of control over Franchisee's employees. Franchisee understands and agrees that, as an independent contractor, it does not have the authority to do anything for or on behalf of the Company including, but not limited to holding itself out as the Company; signing contracts, notes or other instruments; purchasing, acquiring or disposing of any property; or incurring any other obligation or liability. Neither Party has any fiduciary duty to the other. Franchisee understands that it alone is responsible not only for following the Denny's System as set forth in the Manuals, but also for the day-to-day operation of its individual Restaurant in accordance with the Denny’s System standards. Franchisee is solely responsible for the control of its personnel in the daily operation of the Restaurant, as well as the safety and security of the Restaurant, its personnel and guests.

2. THE DENNY'S MARKS

2.1 License to Use the Denny’s Marks. The Company grants to Franchisee, upon the terms, covenants and conditions contained herein, and during the effective term hereof, the right to display and use the Denny's Marks including, but not limited to the trademark and name “Denny’s” as well as such other trade names, trademarks, service marks, logotypes, labels, designs and other identifying symbols and names pertaining thereto as are now designated (and may hereafter be designated by the Company in writing), but only for use in connection with retail sales and service of food to the general public in and at the Restaurant. Nothing contained herein will be construed as authorizing or permitting Franchisee to use the Denny's Marks or the Denny's System at any other location or for any other purpose. Nothing contained herein will give Franchisee any right, title or interest in or to any of the Denny's Marks excepting only the privilege and license, during the effective term hereof, to display and use the same according to the foregoing limitations. Upon expiration or termination of this Agreement for any reason, Franchisee will promptly deliver and surrender up to the Company all items bearing or containing any of the Denny's Marks. Any and all goodwill arising in connection with Franchisee's use of the Denny's Marks and the Denny's System of restaurant operation will belong to the Company.

2.2 Restrictions on Use. Franchisee is prohibited from using the Denny’s Marks for any purpose outside that of the operation of the Denny’s restaurant. This prohibition includes, but is not limited to, the use of the Denny’s Marks on the Internet and websites.

2.3 Business Name and Signage Requirements. Franchisee agrees that the business franchised hereunder will be named "Denny's" without any suffix or prefix attached thereto. Franchisee will use signs and other advertising which denote that the Restaurant is named "Denny's" and which are approved by the Company in advance. If Franchisee operates the Restaurant through a legal entity, the name of such entity will not contain any of the Denny's Marks.

2.4 Permitted Business Activities. Franchisee agrees that the business franchised hereunder is for the purpose of operating a Denny’s family-style restaurant. Franchisee will not operate any ancillary businesses (secondary business other than a family-style restaurant), products or services in or at the Restaurant. .

2.5 Use of Other Marks or Trade Names. Except as the Company may otherwise permit in writing, Franchisee will not display or use the trademark, trade name, service mark, logotypes, label, design or other identifying symbol or name of any other business, person, firm or corporation in, on or at the Restaurant.

2.6 Independent Ownership Disclosure. Franchisee agrees that in all public records, in its relationship with other persons or companies, and in any disclosure document, prospectus or similar document, Franchisee will indicate clearly that Franchisee's business is independently owned and that the operations of said business are separate and distinct from the operation of the Company's business.

2.7 Prohibited Use of Marks on Employment Documents. Franchisee is prohibited from using the Denny’s Marks on any employment documents including but not limited to any job applications, handbooks or employment policies.

2.8 Restrictions on Vending and Other Machines. Franchisee agrees that no cigarette machine, video game machine, public telephone, automatic teller machine or other type of vending machine or device will be installed in the Restaurant without the written approval of the Company.

3. TERM

3.1 The term of this Agreement will be for a period of twenty (20) years commencing on ____________________ ("Opening Date"), unless sooner terminated by the Company as provided for in this Agreement ("Term"). However, if the term of Franchisee's lease or sub lease, if any, for the Restaurant site, including any option periods contained in said lease or sublease which are exercised by Franchisee, is for less than twenty (20) years, then Franchisee has a good faith obligation to exercise any option periods in said lease or sublease, and the franchise will be for a term identical to the term of Franchisee's lease or sublease, but will in no event extend beyond twenty years from the Opening Date. Upon expiration or earlier termination of this Agreement Franchisee will have no right or option to extend the Term of the franchise granted in this Agreement.

4. DEVELOPMENT PROCEDURE

4.1 If Franchisee has obtained a site for the Restaurant other than from the Company, then:

a. As an express condition hereof, Franchisee agrees that Franchisee will complete and open the Restaurant for business, in accordance with the provisions of this Agreement, no later than twenty-four (24) months from the date of execution hereof. Failure to open the Restaurant by such date will constitute a default hereunder. Any earlier date set forth in any development agreement concerning this location takes precedence over this provision, and this Agreement does not amend the development agreement.

b. Franchisee understands and acknowledges that in accepting Franchisee's site for the Restaurant, the Company does not in any way endorse, warrant or guarantee either directly or indirectly the suitability of such site or the success of the franchised business to be operated by Franchisee at such site.

c. Promptly following the Company's execution of this Agreement, Franchisee will proceed to complete the acquisition of the site. Franchisee will lease directly or purchase, as the case may be, the Restaurant site. The Company will have no liability under any such direct lease or purchase agreement. Franchisee will provide to the Company a copy of any lease and will include in any such direct lease the following terms and conditions:

(i) The premises will be used only for the operation of the business franchised hereunder, the operation of a Denny's Restaurant;

(ii) The landlord consents to Franchisee's use of the premises as a Denny's restaurant and such restaurant will be open for business twenty-four (24) hours a day and seven (7) days a week;

(iii) The landlord agrees to furnish the Company with copies of any and all letters and notices sent to Franchisee, including notices of default, if any, pertaining to the lease and the premises, at the same time that such letters and notices are sent to Franchisee;

(iv) Franchisee may not sublease or assign all or any part of its occupancy rights in the premises;

(v) The Company will have the right to enter the premises to make any modifications necessary to protect the Denny's Marks and related proprietary rights or to cure any default under the lease or under this Agreement; and

(vi) The Company will have the right, at its sole option and without any obligation whatsoever to do so, to assume Franchisee's occupancy rights under the lease for the remainder of its term upon Franchisee's default or termination under such lease or under this Agreement.

d. Once Franchisee has acquired the Restaurant site, Franchisee will proceed to conform the Restaurant site to the requirements set forth in Section 5 below. Franchisee will give the Company at least thirty (30) days prior written notice of the Opening Date of the Restaurant.

4.2 Offset Program. Franchisee may request permission to relocate a Restaurant to a new building built in an approved type in the same trade area. The Company’s review of the relocation request will be subject to the process in place at that time for approving a new restaurant, including without limitation encroachment impact. Upon approval and completion of construction, Franchisee has the right to close the original Restaurant and move the Denny's to the new location. In addition to the foregoing terms, to qualify for the Offset Program, Franchisee must:

a. Identify and have a site approved for the replacement Restaurant no later than two (2) years from the Opening Date;

b. Open the Offset Restaurant no later than three (3) years from the Opening Date; and

c. Not have the original and Offset Restaurants open at the same time. If the Company deems any down time between closing and opening to be too long, Company may impose requirements such as training as conditions to reopening.

5. IMPROVEMENTS, FIXTURES AND EQUIPMENT

5.1 Applicability to Franchisee-Developed Restaurants. This Section 5 will apply to the building, reconstructing, remodeling or other changes necessary to conform the site to the requirements set forth in this Section or as provided and updated by the Company from time to time in accordance with this Section.

5.2 Restaurant Construction or Remodel Requirements. Franchisee, at its sole expense, will construct or, in the case of an existing building, remodel the Restaurant and install such signs, fixtures, furniture and equipment in the Restaurant as are required in accordance with the Company's current requirements and specifications for same. Franchisee will be responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations. Franchisee will obtain all permits and certifications required for the lawful construction or remodeling work and the operation of the Restaurant from the applicable governmental authorities and submit to the Company a copy of all such required permits and certifications prior to commencing the construction or remodeling of the Restaurant.

5.3 Prototype Plans; Confidentiality. The Company will provide Franchisee with prototype plans and a sample layout for the interior of a typical Denny's Restaurant and a set of typical interior construction, equipment and decor specifications (“Plans”). At all times, Franchisee will use its best efforts to treat and keep the Plans and the information contained therein as confidential as possible and limit access to the Plans to employees and independent contractors of Franchisee on a need to know basis only. Franchisee acknowledges that the unauthorized use or disclosure of the Company's Plans and the Confidential Information (defined in Section 20.4 below) contained therein will cause irreparable injury to the Company and that damages are not an adequate remedy. Franchisee accordingly covenants that without the Company's prior written consent, Franchisee will not disclose (except to such employees, agents, contractors or subcontractors as must have access to such Plans in order to construct the Restaurant) or use, or permit the use of such Plans (except as may be required by applicable law or authorized by this

Agreement), or copy, duplicate, record or otherwise reproduce such Plans, in whole or in part, or otherwise make the same available to any person or source not authorized in writing by the Company to receive such Plans or the information contained therein at any time during the Term or thereafter. Any and all information, knowledge and know-how not generally known in the restaurant business about the Company's products, services, standards, specifications, systems or procedures and techniques, and such information or material as the Company may designate as confidential will be deemed confidential for purposes of this Agreement, except any such information which Franchisee can demonstrate legally came to its attention prior to the disclosure thereof by the Company, or which legally is or has become a part of the public domain through publication or communication by others.

5.4 Final Plans and Company Approval. Franchisee, at its sole expense, will employ architects, designers, engineers or others as may be necessary to complete, substitute, adapt or modify the Plans for the Restaurant, so as to create a set of final plans and specifications. FRANCHISEE WILL SUBMIT TO THE COMPANY A COMPLETE SET OF FINAL PLANS AND SPECIFICATIONS, INCLUDING A SITE PLAN, PRIOR TO COMMENCING THE CONSTRUCTION OF THE RESTAURANT OR, IN THE CASE OF AN EXISTING BUILDING, THE REMODELING WORK FOR THE RESTAURANT. The Company will review such final plans and specifications promptly and approve or disapprove the same, and the Company may provide comments on the plans and specifications to Franchisee. Such review and approval by the Company will be limited to items and issues relating to the Denny's System only and are not intended to be a verification or approval of the structure of the building, mechanical systems or document accuracy. Examples of conceptual areas related to the Denny's System include signs, logos, finishes, decor and aesthetics, guest comfort, and ability to serve food within the Company's standard for quality, timeliness and cleanliness. FRANCHISEE WILL NOT COMMENCE THE CONSTRUCTION OR REMODELING WORK ON THE RESTAURANT UNTIL THE COMPANY APPROVES IN WRITING THE FINAL PLANS AND SPECIFICATIONS TO BE USED IN CONSTRUCTING OR REMODELING THE RESTAURANT.

5.5 Construction Procedures and Opening Authorization. Franchisee will use a qualified licensed general contractor to perform the construction or remodeling work at the Restaurant. The Company will not be responsible for delays in the construction, equipping or decoration of the Restaurant or for any loss resulting from the Restaurant design or construction. The Company must approve in writing any and all changes in the Restaurant plans relating to the Denny's System as described in Section 5.4 above, prior to the construction or remodeling of the Restaurant or the implementation of such changes. FRANCHISEE WILL PROVIDE WRITTEN NOTICE TO THE COMPANY OF THE DATE UPON WHICH CONSTRUCTION OF THE RESTAURANT COMMENCED WITHIN SEVEN (7) DAYS AFTER COMMENCEMENT AND THEREAFTER WILL PROVIDE TO THE COMPANY BIWEEKLY PROGRESS REPORTS OF THE STATUS OF THE CONSTRUCTION WORK SIGNED BY FRANCHISEE'S ARCHITECT OR GENERAL CONTRACTOR. Franchisee's failure to commence the design, construction or remodeling, equipping and opening of the Restaurant promptly and with due diligence, will be grounds for the termination of this Agreement. The Company will make a final inspection of the completed Restaurant and may require such corrections and modifications as it deems necessary to bring the Restaurant into compliance with approved final plans and specifications. FRANCHISEE WILL NOTIFY THE COMPANY OF THE DATE OF COMPLETION OF CONSTRUCTION AND, WITHIN A REASONABLE TIME THEREAFTER, THE COMPANY WILL CONDUCT THE FINAL INSPECTION OF THE RESTAURANT AND ITS PREMISES. Franchisee acknowledges and agrees that Franchisee will not open the Restaurant for business without the express written authorization of the Company, and that the Company's authorization to open will be conditioned upon Franchisee's furnishing to the Company:

a. A letter from a licensed architect indicating that the Restaurant has been constructed in substantial conformance with the approved final plans and specifications, including any changes thereto approved by the Company, and in accordance with all applicable federal, state and local governmental laws, statutes and ordinances regulating such construction including, without limitation, building, fire, health and safety codes; and

b. An unconditional final Certificate of Occupancy issued by the applicable local governmental entity.

5.6 Signs, Fixtures, Furniture and Equipment. Franchisee will provide all required signs, fixtures, furniture and equipment for the Restaurant at Franchisee's sole expense. Franchisee will have the right to select manufacturers and suppliers and purchase the required signs, fixtures, furniture and equipment from any source provided that the items to be purchased are in strict accordance with the specifications of the Company.

5.7 Contractor Responsibility and Indemnification. Franchisee is solely responsible for the acts or omissions of its contractors regarding compliance with all of the provisions of this Section 5 and the Company will have no responsibility for such acts or omissions. The Company will not be liable for any loss or damage arising from the design or plan of the Restaurant, by reason of its approval of plans and specifications or otherwise. Franchisee will indemnify the Company for any loss, cost or expense, including attorneys' fees that may be sustained by the Company because of the acts or omissions of Franchisee's contractors or arising out of the design, construction or remodeling of the Restaurant.

5.8 Computer System. Franchisee will purchase, use, and maintain certain brands, types, makes, and/or models of communications equipment, computer systems, Internet-connected devices, and hardware, including without limitation: (a) back office and point of sale systems; (b) electronic payment devices, printers, and other peripheral hardware; (c) archival back-up systems; and (d) network connectivity devices; (the "Computer System"). At Company's request, Franchisee will purchase or lease, install, use and thereafter maintain, the Computer System at the Restaurant approved by Company. Company may periodically modify standards for the Computer System, and, if so, Franchisee will comply with the modified standards for, or otherwise acquire, at its cost, the modified Computer System and the computer hardware and software comprising the Computer System within a reasonable time frame not to exceed twenty-four (24) months from the date of notice from Company. Company may, at its sole option, charge Franchisee for any computer usage costs that Company incurs as a result of Franchisee's use of the Computer System, including but not limited to a systems fee for modifications of and enhancements made to certain computer software that is owned or licensed by Company for use in the operation of the Technology Platform (defined in Section 5.9 below) and/or Computer System ("Proprietary Software") that Company licenses to Franchisee and other maintenance and support services that Company or its affiliates furnish to Franchisee related to the Computer System. Company shall work with Franchisee to source approved products and upgrades; however, Franchisee will have sole and complete responsibility for the acquisition, operation, maintenance, and upgrading of the Computer System. Nothing herein prevents Franchisee and Company from entering into a separate service agreement for Franchisee's Computer System under which Company shall perform maintenance and upgrades.

5.9 Standard Enterprise Technology Platform; System Connectivity. Franchisee will purchase, use and maintain the computerized point of sale cash collection system (including all related hardware and software) that Company requires or otherwise approves in writing for use in connection with the operation of the Restaurant ("Technology Platform"). Franchisees using the Technology Platform will pay $55 per week for technology support. The Technology Platform must be connected to a communications medium approved by Company at all times and be capable of accessing the Internet via a designated third-party network for the purpose of implementing software, transmitting and receiving data, accessing the Internet for ordering, and maintaining the Technology Platform. Upon notice from Company, at Franchisee's cost and expense, the Technology Platform will be electronically linked to Company's (or its affiliate's) computer or electronic systems, including any third-party computer or electronic system to which Franchisee may be given access ("Intranet"). Franchisee will provide Company access to any Technology Platform information, at such times and in such manner as established by Company, with or without notice, to retrieve such transaction information, including customer, sales, sales mix, usage, and other operations data as Company deems appropriate. Franchisee will apply for and maintain debit cards, credit cards or other non-cash systems existing or developed in the future as specified by Company. Company, as business conditions warrant, may require Franchisee to periodically update, upgrade or replace the Technology Platform, including hardware and/or software.

5.10 Proprietary Software. If Company designates Proprietary Software, Franchisee will, at Company's written request, license or sublicense such software from Company or its designee and enter into a software (sub)license agreement on Company's or such designee's then-current form. Franchisee will purchase any periodic upgrades, enhancements or replacements to the Proprietary Software at Franchisee's sole cost and expense. Company will provide to Franchisee support services relating to the Proprietary Software as Company deems advisable at a reasonable charge, pursuant to the terms of the Standard Enterprise Technology Platform Agreement. Franchisee must incorporate any or all required modifications or additions within a reasonable time frame not to exceed twenty-four (24) months after receiving notice from Company, unless a longer time period is stated in such notice.

5.11 Intranet. Company may, at its option, establish and maintain an Intranet through which Company and Franchisee may communicate with each other. Company will have control over all aspects of the Intranet, including the content and functionality thereof. At Company's option, Company may post, update and disseminate the Manuals and other Confidential Information through the Intranet. Any passwords or other digital identifications necessary to access the Manuals on the Intranet will be deemed to be part of Confidential Information. If established, Franchisee will have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the standards. Franchisee acknowledges that the Intranet facility and all communications that are posted or to be posted to it will become Company's sole property, free of claims of privacy or privilege that Franchisee or any other Person may assert. If established, Company will have no obligation to maintain the Intranet indefinitely and may dismantle it at any time without liability to Franchisee.

5.12 System Access. Franchisee may be provided access to computer or electronic systems (or any substitute therefor), including, but not limited to, any third-party computer or electronic systems authorized by Company. Franchisee will be responsible for all of Franchisee's actions relating to such system, including use of any logon IDs, passwords or other authentication methods provided to Franchisee. All of Franchisee's connectivity or attempted connectivity to Company's computer or electronic systems will be only through Company's security gateways or firewalls. Franchisee will not access and will not permit unauthorized persons or entities within its control to access, Company's computing systems without Company's express written authorization, and any such actual or attempted access will be consistent with any such authorization. Franchisee will comply with Company's systems access requirements and related standards exclusively for the performance pursuant to this Agreement.

5.13 PCI-DSS Compliance. Pursuant to this section and the DFO, LLC and Denny's, Inc. Payment Card Agreement, franchisee's customer payment card data transmits directly to Company's processor without contact with Franchisee. Nevertheless, if ever applicable, Franchisee, its affiliates, and their respective principals will: (i) obtain, maintain and adhere to all applicable standards established by the Payment Card Industry Data Security Standard ("PCI-DSS"); (ii) establish appropriate administrative, technical and physical controls consistent with applicable law and PCI-DSS to preserve the security and confidentiality of any credit card information, in any form whatsoever, that it stores, processes, transmits, or comes in contact with; (iii) promptly notify Company if Franchisee, its affiliates, or any of their respective principals suspects that there is, or has been, a security breach or potential compromise of any such credit card information; (iv) provide Company with updates regarding the status of PCI-DSS, which update may be through a completed PCI AOC (Attestation of Compliance), PCI-DSS SAQ (Self-Assessment Questionnaire) or other method acceptable to Company; and (v) promptly notify Company of any noncompliance with PCI-DSS requirements and comply with remediation actions and a timeline for implementation of such actions required by Company.

5.14 Customer Data and Privacy Obligations. In addition to PCI-DSS data, Customer Data (defined below in this Section 5.14) obtained from, collected on behalf of, and shared with Company and/or its affiliates must be duly protected by Franchisee, its affiliates, and their respective principals.

Franchisee, its affiliates, and their respective principals must protect private information and data, including PII (defined below in this Section 5.14), regarding customers, Company, or Company's affiliates with a level of controls proportionate to the sensitivity of the data. Franchisee, its affiliates, and their respective principals must adhere to applicable law with respect to Customer Data, which if compromised, could have a negative impact on Company's image or consumer confidence. Without Company's written consent, which Company may provide or withhold at its sole option, Franchisee, its affiliates, and their respective principals may not share with any third party any Customer Data obtained from, collected on behalf of, and shared with Company or Company's affiliates. "Customer Data" means any information from, about, or relating to customers of the Restaurant that identifies, or can be used to identify, contact, locate, or be traced back to the specific Person to whom such information pertains, or from which identification or contact information of a Person can be derived. Customer Data includes any PII. "PII" means personally identifiable information or personal data regarding a natural person, including, without limitation, a natural person's name, address, phone number, fax number, email address, passport number, financial profile, credit card information, or any other information by which one is reasonably able to personally identify one or more natural persons, or such term is otherwise defined under applicable law.

5.15 Gift Card Program. Franchisee agrees to participate in the Company's system-wide gift card program, except as otherwise approved by the Company for certain non-traditional locations. Franchisee agrees to sell and redeem gift cards in accordance with Company's standards, and agrees to execute and comply with the current version of the Company's gift card program participation agreement required by the Company or its designated service provider. Franchisee must maintain a bank account and authorize automated deposits and withdrawals as required to administer the program, including transfers related to gift cards sold or redeemed by Franchisee and payment of applicable program fees and charges. Franchisee must comply with all requirements of the gift card program, as the Company or its service provider may establish or modify from time to time.

6. FEES, TAXES AND OTHER CHARGES

6.1 Fees. Franchisee agrees to pay to the Company during the Term the following:

a. [Initial Franchise Fee. Franchisee will pay to the Company an initial franchise fee of Thirty Thousand Dollars ($30,000) in the form of a cashier's check or other readily available funds, due and payable upon the execution of this Agreement.]

[Initial Franchise Fee – IGP Development Agreement. Franchisee will pay to the Company an initial franchise fee of Thirty Thousand Dollars ($30,000) in the form of a cashier's check or other readily available funds, due and payable upon the execution of this Agreement. If Franchisee opens the restaurant in accordance with Exhibit B to the IGP Development Agreement executed in connection with this Agreement, the Company will credit Franchisee's franchise finance account the amount of the initial franchise fee.]

Franchisee hereby acknowledges and agrees that the grant of this franchise and the agreements of the Company contained in this Agreement constitute the sole and only consideration for the payment of the initial franchise fee, and that the initial franchise fee will be fully earned by the Company upon execution of this Agreement. In that regard, upon the payment of the initial franchise fee, it will be deemed fully earned and non-refundable in consideration of the administrative and other expenses incurred by the Company granting this franchise and for the Company's lost or deferred opportunity to franchise to others.

b. [Royalty Fee. For use of the Denny's Marks and the availability of Company supplied supervisory, training and other professional personnel, a weekly royalty fee ("Royalty Fee") of four and one-half percent (4.5%) of Franchisee's weekly gross sales, as defined in Section 7.1.]

[Royalty Fee – IGP Development Agreement. For use of the Denny's Marks and the availability of Company supplied supervisory, training and other professional personnel, a weekly royalty fee ("Royalty Fee") of four and one-half percent (4.5%) of Franchisee's weekly gross sales, as defined in Section 7.1. Provided Franchisee is in compliance with the IGP Development Agreement executed in connection with this Agreement, including the development schedule and all other requirements, Franchisee shall be entitled to a reduction in Royalty Fees equal to 2% of gross sales for a period of up to five (5) years. The aggregate reduction in Royalty Fees available under the IGP Development Agreement shall not exceed $225,000, or apply beyond five (5) years, whichever occurs first.]

c. Brand Building Fee. A fee for advertising, public relations and promotion, and for the creation and development of advertising, public relations and promotional campaigns, as described in Section 8.1, in the amount of three percent (3%) of Franchisee's weekly gross sales, as defined in Section 7.1.

d. Standard Enterprise Technology Platform Support Fee. Franchisee will pay to the Company a weekly fee for technology support, if the Franchisee uses of the Standard Enterprise Technology Platform, as described in Section 5.9 hereof.

e. All other fees, costs, expenses, taxes and charges which are from time to time paid by the Company, in its sole discretion and without any obligation to do so, on behalf of Franchisee in connection with products, services, supplies, marketing materials, equipment, goods, materials or inventory furnished to Franchisee by the Company or by any third party, or otherwise, including, but not limited to, amounts paid to vendors, contractors, insurance carriers and any sales, use, transfer or other taxes, assessments or charges paid to governmental agencies arising from the existence, operation or maintenance of the Restaurant. Any payment made by the Company pursuant to this Section will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement.

6.2 Interest/Late Fee on Overdue Amounts. Franchisee agrees to pay interest to the Company on any amounts which may become due to the Company from Franchisee, if such amounts are not paid when due, at the rate of fifteen percent (15%) per annum or the maximum interest rate permitted by law, whichever is less.

6.3 Assumption of Required Payments. Failure by Franchisee to timely remit the weekly payments and the related weekly reports described in Section 7.2 below will result in the assumption that the weekly payments due to Company for any given week where a payment and/or report are not provided by Franchisee are equal to the average of the last two weekly payments received by Company from Franchisee, plus ten percent (10%), plus interest.

7. FINANCIAL REPORTING, BILLING AND PAYMENT

7.1 Gross Sales. The term "gross sales" as used in this Agreement will mean the total revenues derived by Franchisee in and from the Restaurant from all sales of food, goods, wares, merchandise and all services made in, upon, or from the Restaurant whether for cash, check, credit or otherwise, without reserve or deduction for inability or failure to collect the same. Gross sales include, without limitation: (a) sales and services where the orders originate at and are accepted by Franchisee into the Restaurant even if delivery or performance thereof is made from or at any other place, or other similar orders are received or billed at or from the Restaurant; (b) all orders placed outside the Restaurant but prepared in the Restaurant; (c) all amounts received from third party businesses as consideration whether or not tied to specific orders or transactions; and (d) any sums or receipts derived from the sale of meals to employees of the Restaurant. Gross sales will not include rebates or refunds to customers, or the amount of any sales taxes or other similar taxes that Franchisee may be required to and does collect from customers to be paid to any federal, state or local taxing authority.

7.2 Operating, Accounting and Billing Period. The week's operating, accounting and billing period for Franchisee ends each Thursday morning at 7:00 a.m. The quarterly operating, accounting and billing period for Franchisee is a four (4) week month, a four (4) week month and a five (5) week month. This four-four-five week quarter requires that all accounting information, including payroll expenses, reflect a maximum of twenty-eight (28), twenty-eight (28), and thirty-five (35) days of income and expense respectively.

7.3 Restaurant Sales Reporting. For each week of the Term, Franchisee is required to send to the Company a Weekly Sales and Royalty Fee Transmittal which is supported by dated, original, cumulative point of sale data in the form the Company may, from time to time, require. Contemporaneously with the execution of this Agreement, Franchisee agrees to sign the current version of the DFO, LLC and Denny's, Inc. Payment Card Agreement ("Payment Card Agreement") and participate in the Company's payment card program, as it is administered from time to time. The term of the Payment Card Agreement is for the same Term as this Agreement. Under the Payment Card Agreement, all sales at the Restaurant paid with a card are remitted directly to the Company. After receiving these credit card payments on the Franchisee's behalf, the Company will subtract any payments which the Franchisee may owe to the Company, whether under this Agreement, any other DFO, LLC Franchise Agreement or similar agreement with Company (including payments for any royalty fee, brand building fee, any other periodic payments and miscellaneous outstanding charges and other amounts that may be owed by Franchisee under such agreements) as well as any amounts which the Franchisee may owe to the Company's affiliates (including any payments due under a promissory note, lease, or sublease, and any Ad Coop (as defined below)). The Company will remit to the Franchisee the balance, if any, remaining after subtracting all payments. Likewise, Franchisee is required to send to the Company a check or wire transfer for any fees not paid by the credit card sales.

The payment, if any, Weekly Sales and Royalty Fee Transmittal, and point of sale data must be postmarked no later than two days following the weekly close. Company may require that the data and payment be transmitted electronically. The Company will have the right to verify the sales information submitted by Franchisee, including, but not limited to, the right to export sales information directly from Franchisee's point of sale system, or otherwise obtain information regarding the sales at the Restaurant.

Failure to participate in the payment card program or a default under that program constitutes a default under this Agreement.

7.4 Financial Statements. One hundred twenty (120) days after the end of each fiscal year of the franchised business during the Term, Franchisee is required to provide to the Company an unaudited compilation of a profit and loss statement and a balance sheet, in a form prescribed by Company, of the franchised business as prepared by a Certified Public Accountant. This compilation of the fiscal year-end financial statements must be signed by Franchisee, Franchisee's treasurer or Franchisee's chief financial officer, who will represent that the financial statements present fairly the financial position of Franchisee and the results of the operations of the Restaurant and franchised business during the period covered.

7.5 Third Party Obligations. Franchisee agrees to make all payments when due to third parties for obligations arising out of or in any way connected with the existence, operation or maintenance of the Restaurant including, but not limited to rental and mortgage payments, and payments for utilities, services, products, equipment, supplies, goods, inventory, materials, taxes, labor and other matters. If Franchisee fails to make any such payment in accordance with the foregoing, the Company will have the right, but not the obligation, to make such payment on behalf of Franchisee, and such payment will be without prejudice and in addition to all other available rights and remedies. Any payment made by the Company pursuant to this Section will be due by Franchisee to the Company as an additional amount for the weekly billing period in which such payment is made by the Company. Franchisee hereby authorizes Company and its affiliates to contact Franchisee's lenders, landlords, vendors and tax authorities, from time to time and without notice to Franchisee, to inquire as to the status of Franchisee's payment obligations to such parties. To the extent required by applicable law, Franchisee hereby appoints Company as its attorney in fact in order to obtain Franchisee's tax information. This appointment does not create any fiduciary duty or relationship between the parties, and such inquiries will create no liability or obligation on the part of Company, including any obligation: 1) for any of Franchisee's obligations; 2) to monitor or advise on Franchisee's financial situation; or 3) to report any of Company's findings to Franchisee or others. This right is provided to Company to allow it to determine Franchisee's financial condition, if Company so chooses, and for Company's sole benefit. Franchisee agrees to cooperate with Company and its affiliates in this regard and agrees to issue any documentation necessary to Company in order to comply with the terms of this provision.

7.6 Books and Records. Franchisee will maintain accurate and complete books and records pertaining to the operation and maintenance of the Restaurant as required by the standards, policies and procedures established, from time to time, by the Company. Franchisee will be solely responsible for performing all record keeping duties and the cost for all such services will be borne solely by Franchisee.

7.7 Internet. Franchisee must have Internet access and access to the World Wide Web at both the Restaurant and at Franchisee's business office. Franchisee understands that the Company may use the Internet as a form of communication for billing purposes, changes in the operations manual, updates for policies and procedures, and other areas of restaurant operations.

7.8 Inspections. All of the accounts, books, records and federal, state and local tax returns and reports of Franchisee, so far as they pertain to the business transacted under this Agreement, will be open to inspection, examination and audit by the Company and its authorized representatives at any and all times, and copies thereof may be made by the Company and retained for its own use. All of such records will be maintained and retained by Franchisee for the full term hereof and for five (5) years thereafter. The Company may perform such auditing for the purpose of verifying the operating and financial data upon which the rents, fees and other charges payable to the Company are based. Any such inspection, examination and audit will be at the Company's cost and expense unless the same is necessitated by Franchisee's failure to prepare and deliver its transmittal reports to the Company as required herein, or to maintain books and records as herein above provided, or unless any such transmittal report is determined to be in error to an extent of two percent (2%) or more. Then, in any such event, the cost and expense for such inspection, examination and audit will be borne and paid by Franchisee. Any such cost and expense will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement.

8. BRAND BUILDING FUND, MARKETING, WEBSITE AND MARKETING CHANNELS

8.1 Brand Building Fund. The Company has established a fund for brand advertising and promotion of the Denny's Brand (the "Brand Building Fund"). During the existence of the Brand Building Fund, Franchisee will contribute to the Brand Building Fund in the manner specified in Section 7.3 above, such amounts as Company may specify in accordance with Section 6.1(c) above. The Brand Building Fund is maintained and administered by the Company as follows:

a. The Company directs all marketing programs, with sole discretion over the concepts, materials, choice of markets and media used in such programs as well as placement and allocation. The Company is not obligated, in administering the Brand Building Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular Franchisee benefits directly or pro rata from expenditures by the Brand Building Fund. The Brand Building Fund for traditional Denny's and other Denny's may be commingled or separately administered, in whole or in part, from time to time, as Company determines.

b. The Brand Building Fund, all contributions, and any earnings, will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing marketing, advertising, public relations and promotional programs and materials, and any other activities including socially responsible activities, which the Company believes will enhance the image of the Denny's Brand and, in the Company's sole discretion, promote general public awareness of and favorable support for the Denny's Brand. These uses may include, among other things, the costs of preparing and conducting media marketing campaigns; use of new and emerging media including internet vehicles, direct mail advertising, marketing surveys, consumer research, customer relationship management, and other public relations activities; developing and maintaining our primary website and other associated brand sites, including mobile applications; developing and maintaining support of off-premises channels (e.g. Denny's on Demand) and other guest experience-driven initiatives (e.g. table top tablets, curbside); employing advertising, multicultural, research or public relations agencies; costs of tools and consultants supporting data and pricing expertise; partnerships and promotional spend with entities benefiting national footprint; costs of the Denny's personnel who handle the brand marketing; costs of promotional and obsolete inventory not purchased by any restaurant; purchasing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs; public outreach and brand promotion, such as the Denny's Mobile Relief Diner; and providing promotional and other marketing materials and services to Denny's Restaurants.

c. Franchisee will contribute to the Brand Building Fund as provided elsewhere in this Agreement for Advertising Fee and gross sales. Sums paid by Franchisee to the Brand Building Fund will not be used to defray any of the expenses of the Company, except for such reasonable costs, salaries and overhead as the Company may incur in activities reasonably related to the direction and implementation of the Brand Building Fund and marketing programs for operators and the Denny's Brand, including costs of personnel and related expenses for creating and implementing marketing, advertising and promotional programs. The Brand Building Fund and any earnings from it will not otherwise inure to the benefit of the Company.

d. The Company will provide an annual accounting of Brand Building Fund disbursements for review of their reasonable and appropriate relationship to the stated purpose of such Fund to an elected franchise committee. The elected franchise committee will be comprised of four members of the Denny's Franchisee Association ("DFA") Board designated by such Board, along with two additional franchisee owner representatives mutually agreeable. This elected franchise committee will be advisory in nature and provide written comments as may be appropriate upon completion of their review.

e. The Company reserves the right, in its sole discretion, to discontinue the Brand Building Fund upon written notice to Franchisee.

f. The Company may, but is not required to, make available to Franchisee from time to time, marketing plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials and similar marketing and promotional materials produced from contributions to the Brand Building Fund. Franchisee acknowledges and agrees that it will be reasonable for the Company to not provide any such materials to Franchisee during any period when Franchisee is in not in full compliance with its obligations to contribute to the Brand Building Fund. Additionally, if monies of the Brand Building Fund are used to produce point of sale materials, or other samples or other promotional materials and items, the Company may, on the behalf of the Brand Building Fund, sell such items to franchisees in the Denny's Brand at a reasonable price, with any proceeds from the sale of such items or materials contributed to the Brand Building Fund.

8.2 Advertising. Any and all advertising, promotion, and marketing that Franchisee conducts must be clear, factually accurate, and not misleading, and must conform to applicable law and the highest standards of ethical marketing and the promotion of policies which Company prescribes from time to time, including, but not limited to, the standards that Company periodically prescribes in the Manuals or otherwise approves in writing for the Restaurant. Franchisee must submit to Company in writing for approval all proposed advertising, promotional, and marketing materials which Company has not prepared or previously approved in writing within the prior twelve (12) months, and Franchisee must receive Company's prior written approval before Franchisee may use such materials. Franchisee may not use any advertising or promotional materials that Company has not approved in writing or has disapproved. Company will own the copyrights to any materials so submitted, whether approved by Company or not. In the event of a breach of this Section, the Company will have the right to remove any unauthorized material at the expense of Franchisee. In all cases, Company has control over any profiles that use or relate to the Denny's Marks, that display the Denny's Marks, or that are maintained on social media outlets or platforms, including, without limitation, Facebook, Instagram, Twitter, Pinterest, Foursquare, and all other similar outlets or platforms that may exist in the future. Company may (but need not) establish guidelines pursuant to which Franchisee may establish profiles or otherwise establish a presence on such social media outlets. In such event, Franchisee must comply with the standards imposed from time to time on such use. Franchisee will sign over control of any social media accounts or profiles, with fan bases intact, and provide access to reports and history of promotion performance, upon Company's request.

8.3 Local Advertising Cooperative. The Company will have the right, but not the obligation, to designate, in its sole discretion, any geographical area (whose borders may change from time to time) for the purposes of establishing a local advertising cooperative ("Ad Coop"). If an Ad Coop is established for the local area in which the Restaurant is located, Franchisee will immediately become a member of such Ad Coop and will execute the Ad Coop Membership Agreement and such other documentation as the Ad Coop may require of members of the Coop. The Ad Coop will determine a contribution rate by majority vote of the member restaurants, which will not exceed 0.5% of gross sales without the consent of each contributing franchisee. If the Company, or one of its affiliates, operates a Denny's restaurant within a geographical area in which an Ad Coop has been established, the Company, or its affiliate, will, for each applicable Denny's restaurant, participate in the Ad Coop on the same terms as franchisees who are required to become a member of such Ad Coop. All marketing and promotional activities of the Ad Coop and use of funds contributed to the Ad Coop will be subject to the Company's or its authorized marketing representative's sole discretion and prior approval. Franchisee agrees and acknowledges that the Company may grant, for any length of time, to any Franchisee an exemption from the requirement of membership in the Ad Coop. The Company's decision concerning such request is final, and any exemption from Ad Coop membership will be subject to the condition that the franchisee must spend on approved local advertising any amounts that would have otherwise been paid to the Ad Coop. Contributions to an Ad Coop are in addition to the advertising contributions contemplated by Section 6 of this Agreement, and any contributions made by Franchisee to the Company do not reduce Franchisee's independent obligations to the Ad Coop. Similarly, any contributions made by Franchisee to the Ad Coop do not reduce Franchisee's obligations to make payments required by Section 6 of this Agreement.

8.4 Website. Company will reference the Restaurant on the website(s) Company develops for the Denny's System ("Website") so long as Franchisee is in full compliance with this Agreement. At Company's request, Franchisee will provide to Company true, complete and correct information relating to the Restaurant for inclusion on the Website. Franchisee acknowledges and agrees that Company will have final approval rights over all information on the Website. Company will own all intellectual property and other rights in the Website, all information contained on it and all information generated from it (including the domain name or URL, the log of "hits" by visitors and any personal or business data that visitors supply). If Franchisee is in default of any obligations under this Agreement, Company may, in addition to its other remedies, temporarily remove references to the Restaurant from the Website and reroute phone numbers as Company deems appropriate. Company may, at Company's option, discontinue any or all of the Websites at any time. All local marketing that Franchisee develops for the Restaurant must contain notices of the uniform resource locator ("URL") of the Website in the manner that Company periodically designates.

a. Franchisee may not without Company's prior written approval (i) register a domain name to be used in connection with the Restaurant or that contains the Denny's Marks or any words or designations similar to the Denny's Marks, (ii) establish a separate web site to advertise, market or promote the Restaurant, or to conduct commerce or directly or indirectly offer or sell any products or services, using any domain name that contains the Denny's Marks or any words or designations similar to the Denny's Marks, (iii) use a search engine keyword or metatag in connection with the Restaurant or operation of the Restaurant, or (iv) register an e-mail address that contains the Denny's Marks or any words or designations similar to the Denny's Marks.

b. If Company consents to Franchisee's establishment of a website, Franchisee agrees to submit to Company samples of Franchisee's website format and information in the form and manner Company may reasonably require, and Franchisee agrees to comply with the standards for websites as Company may prescribe from time to time. Company will register, or at Company's written direction Franchisee will register, all domain names, e-mail addresses, or websites that contain the Denny's Marks or any words or designations similar to the Denny's Marks. Company may license use of the registered item back to Franchisee under a separate agreement. Franchisee must pay all costs and any fees Company may charge for registration, maintenance and renewal of domain name(s) and website(s). Company retains the right to pre-approve Franchisee's use of linking and framing between Franchisee's website and all other websites.

c. If Company consents to Franchisee's establishment of a website, the information Franchisee provides on Franchisee's website will not be false, inaccurate or misleading; infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any applicable laws; be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; be obscene or contain any sexually explicit images; contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or create liability for Company or cause Company to lose the loyalty of customers. Company may, at any time, modify Company's policies with regard to domain names and websites. Nothing in this Section 8.4 will limit Company's right to maintain websites other than the Website(s) or to offer and sell products or services under the Denny's Marks from the Web site, another website or otherwise over the Internet without payment or obligation of any kind to Franchisee.

8.5 Marketing Channels. Company may, at its option, establish or has established one or more Internet websites including mobile versions thereof, mobile applications, social media pages, and other advertising mediums ("Marketing Channels") to promote the Denny's Brand and may disable or terminate any Marketing Channel at any time without liability to Franchisee. Company will solely determine the design, content and functionality of its Marketing Channels. Franchisee acknowledges and agrees that Company (or its affiliate) is the principal of, and will retain all right, title and interest in and to any existing and future Marketing Channels owned, or operated by Company, or incorporating the Denny's Marks in any manner including use of any specific country code; all computer code used for or on Company's web sites; all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through Company's Marketing Channels; and all intellectual property rights in or to any of the foregoing. Company may periodically include content that identifies Denny's restaurants operated under the Denny's Marks. For the avoidance of doubt, Franchisee is expressly prohibited from owning, operating, or launching any Marketing Channels of any kind without the express prior written consent of Company. At Company's request, Franchisee must sign any documents, submit any information and do any other things that Company reasonably requires to participate in any Marketing Channel administered by Company.

9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. During the Term, Franchisee will obtain and maintain insurance coverage in accordance with the Company's insurance requirements from time to time with insurance carriers acceptable to the Company. The coverage will commence when the Restaurant site is secured by Franchisee by executed deed, lease or sublease; will comply with the requirements of Franchisee's lease or sublease, if any, for the Restaurant site; and will include: (a) broad form comprehensive general liability coverage, including products liability and broad form contractual liability coverage, in the amount of at least One Million Dollars ($1,000,000.00) combined single limit; (b) all risk insurance covering the building, structures, equipment, improvements and the contents in and at the Restaurant, on a full replacement cost basis, including an agreed amount endorsement if applicable, insuring against all risks of direct physical loss (except for such unusual perils as nuclear attack, earth movement and war); (c) business interruption insurance in actual loss sustained form covering the rental of the Restaurant site, previous profit margins, weekly royalty and advertising fees paid to the Company, maintenance of competent personnel and other fixed expenses; (d) workers' compensation insurance as may be required by applicable law; (e) liquor (dramshop) liability insurance if the Franchisee has a liquor or beer and wine license or sells alcoholic beverages in the Restaurant; (f) in connection with and prior to commencing any construction, refurbishment or remodeling of the Restaurant, Franchisee will maintain Builder's All Risks insurance and performance and completion bonds in forms and amounts acceptable to the Company; and (g) commercial umbrella insurance, with limits of not less than Five Million Dollars ($5,000,000) to cover all primary underlying coverages. As proof of all required insurance, a certificate of insurance and endorsement will be submitted by Franchisee for the Company's approval prior to Franchisee's commencement of any activities or services to be performed under this Agreement. Franchisee will deliver a complete copy of Franchisee's then-prevailing policies of insurance to the Company within thirty (30) days following the delivery of the certificate of insurance.

9.2 Ongoing Insurance Requirements. Franchisee will also maintain a Grantor of Franchise endorsement and the Company, its parents, affiliates and subsidiaries will be named as an additional insured on all of such policies referenced in Section 9.1 above to the extent of their interests and will be provided with certificates of insurance evidencing such coverage prior to opening the Restaurant for business. Thereafter, Franchisee will provide certificates of insurance to the Company annually upon renewal or extension of the policies referenced in Section 9.1 above. All public liability and property damage policies will contain a provision that the Company, its parents, affiliates, and subsidiaries, although named as an insured, will nevertheless be entitled to recover under such policies on any loss occasioned to them, their affiliates, officers, agents and employees by reason of the negligence of Franchisee, its principals, contractors, agents or employees. All policies will extend to and provide indemnity for all obligations assumed by Franchisee hereunder and all other items for which Franchisee is required to indemnify the Company under the provisions of this Agreement and will provide the Company with at least thirty (30) days' notice of cancellation or termination of coverage. The Company reserves the right to specify reasonable changes in the types and amounts of insurance coverage required by this Section 9. Should Franchisee fail or refuse to procure the required insurance coverage from an insurance carrier acceptable to the Company or to maintain it throughout the Term, the Company may in its discretion, but without any obligation to do so, obtain such coverage for Franchisee, in which event Franchisee agrees to pay the required premiums or to reimburse the Company therefor. The amount of such premiums will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement. Failure to maintain the required insurance or to promptly reimburse the Company for any premiums paid on behalf of Franchisee by the Company will constitute a default.

9.3 Indemnification by Franchisee. Franchisee, on behalf of itself, its affiliates, and their respective owners, officers and directors ("Indemnifying Parties"), will indemnify, defend and hold harmless the Company, its subsidiaries, parent and affiliates, shareholders, directors, officers, employees and agents ("Indemnified Parties") against and reimburse any one or more of the Indemnified Parties for any and all losses, claims, costs, expenses (including attorneys' fees), damages and liabilities arising out or from or related to, any claims, directly or indirectly, arising out or from or related to the operation of the Restaurant (including, without limitation, delivery, take-out, catering, or any other off-site sales activity), any breach of this Agreement, the Manuals, or the standards by the Indemnifying Parties, or any breach by the Indemnifying Parties of any other agreement between Company or its affiliate, on the one hand, and an Indemnifying Party on the other hand. Company has the right, at its option, to defend any such claim against it at Franchisee's sole cost and expense. If Franchisee defends any claim where Franchisor is named as a party, it may not enter into any settlement agreement or otherwise resolve or conclude the matter without Company's prior written consent. This indemnity will continue in full force and effect subsequent to, and notwithstanding, the expiration or earlier termination of this Agreement. Under no circumstances will Company or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate its or Franchisee's losses, claims, costs, expenses, damages and liabilities in order to maintain and recover fully a claim against an Indemnifying Party. Any failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts recoverable by Company or another Indemnified Party from an Indemnifying Party. Such losses, claims, costs, expenses, damages and liabilities will include, without limitation, those arising from latent or other defects in the Restaurant, whether or not discoverable by the Company, and those arising from the death of or injury to any person or arising from damage to the property of Franchisee or the Company, their agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages or liabilities were actually or allegedly caused wholly or in part through the active or passive negligence of the Company or any of its agents or employees or resulted from any strict liability imposed on the Company or any of its officers, agents or employees.

9.4 Indemnification by Company. Company will indemnify Franchisee against all losses, claims, costs, expenses, damages or liabilities actually caused wholly or in party through the active passive negligence, or willful misconduct, of the Company or any of its agents or employees as a result of any breach of the PCI-DSS data or Customer Data collected by any third party at the direction of the Company.

10. OPERATING REQUIREMENTS

10.1 Operational Experience. Company requires that each franchise group have sufficient financial resources as well as operating experience with a restaurant concept similar to Denny's. The operational component can be satisfied by one of the individual signatories of this Agreement or by an officer, managing member or owner of a Franchisee organized as a legal entity that has delivered a guarantee (pursuant to Section 21.2 or otherwise) (such person in either event is referred to as a "Managing Owner"). If there is no individual franchisee or owner/Guarantor with sufficient restaurant operations experience, or if qualified individuals do not meet the other requirements for this role, then in either case the Franchisee must affiliate with a qualified operator (a "Designated Operator") and organize the franchise entity so that the Designated Operator has operational control over the Restaurant.

10.2 Management. Franchisee will identify one or more Managing Owner or Designated Operator as the person(s) responsible for restaurant operations. Persons approved by the Company during the franchise application or assignment process or subsequently (with respect to the Restaurant in particular) as satisfying Company's restaurant operating requirements will retain status as operationally approved, subject to meeting ongoing requirements which apply when and if they are in control of the Restaurant. For example, a Managing Owner who does not reside sufficiently close to a restaurant or does not supervise a restaurant on a regular basis may be operationally approved, so long as there is also a Designated Operator who satisfies these requirements. The Managing Owner would only need to satisfy the ongoing requirements at such time, if any, as he replaces the Designated Operator.

10.3 Managing Owner Requirements. A Managing Owner must satisfy the following requirements: (a) be approved by the Company; (b) have a significant beneficial equity interest in the Restaurant business; (c) devote sufficient time to the Restaurant to provide effective management, oversight and direction; and (d) permanently reside close enough to the Restaurant to be there on a regular basis as well as on short notice as needed to oversee operations. Requirements (b) - (d) are ongoing.

10.4 Designated Operator Requirements. A Designated Operator must satisfy the following requirements: (a) be approved by the Company; (b) either (i) have a beneficial equity interest of at least ten percent in the Restaurant business, or (ii) have an employment agreement with Franchisee approved by the Company under which the Designated Operator has a firm, durable and substantial stake in the success of the business of the Restaurant; (c) devote full time and best efforts to the supervision of Denny's restaurants; and (d) permanently reside close enough to the Restaurant to be there on a regular basis as well as on short notice as needed to oversee operations. Requirements (b) - (d) are ongoing.

10.5 Governing Documents. The governing documents for a Franchisee organized as a legal entity must contain a provision substantially as follows, or otherwise acceptable to the Company:

Notwithstanding anything to the contrary in this or any other agreement by any parties concerning the operation of a Denny's restaurant: (x) any decision concerning the management or operation of the Denny's restaurant or the observance of standards established by DFO (Company) in the franchise agreement, brand standards manual, or otherwise, will require the consent of the person approved by DFO as Managing Owner or Designated Operator pursuant to the franchise agreement; and (y) any action concerning the foregoing matters taken, resolved or decided by the Managing Owner or Designated Operator will be binding on the Franchisee, regardless of whether other persons or parties support or oppose the matter. Where there is more than one Managing Owner or Designated Operator, a decision under item (x) may be adopted if supported by any one of them, and the consent of all of them may be required for a matter under item (y) to take effect.

10.6 Substitute Manager. From time to time at the request of Franchisee, the Company will evaluate any other person who satisfies the criteria to see if such person can be added or substituted as a Managing Owner or Designated Operator. Once such approval is granted in writing, from that time forward, any previously approved Designated Operator and Franchisee may cease to be bound by arrangements aimed at satisfying requirement 10.4(b). Anyone approved as a Managing Owner or Designated Operator who remains an owner of Franchisee will qualify as a Managing Owner or Designated Operator for purposes of decision making under Section 10.5, even though such person is not primarily responsible for Restaurant operations.

10.7 Replacement Manager. If at any time the Managing Owner or Designated Operator (or, where there are multiple approved Managing Owners or Designated Operators for a Restaurant, then all such individuals, or the last remaining one of them): (a) dies or becomes incapacitated; (b) ceases to satisfy the requirements of this Agreement; or (c) terminates, transfers or changes his/her ownership, agreements or employment with Franchisee so as to no longer meet the requirement 10.4(b) for a Designated Operator; then in any such event the Franchisee will be in default under this Agreement. Franchisee will have 120 days in which to designate and obtain Company's approval of a replacement Managing Owner or Designated Operator who satisfies all requirements. In addition, Franchisee will formulate and implement a plan satisfactory to the Company to assure proper operation of the Restaurant in the interim. Approval of or compliance with such plan or other operating requirements will not extend the one hundred and twenty (120) day cure period.

10.8 Compliance. Franchisee, individual Guarantors, Managing Owners and Designated Operators will continuously certify compliance with these requirements, with documentation reasonably satisfactory to the Company, upon request.

10.9 Management of Multiple Restaurants. The same person may serve as the Managing Owner or Designated Operator for multiple Denny's restaurants in one local area which are owned by the same franchise group, but circumstances will limit the number and location of restaurants which any individual can supervise effectively. If Franchisee owns or operates Denny's restaurants in separate localities, Franchisee must designate at least one different Managing Owner or Designated Operator for each area. Each Managing Owner or Designated Operator must satisfy the ongoing requirements for all the restaurants he supervises.

10.10 Oversight Requirements. Throughout the Term the Restaurant will be managed by not less than three (3) managers who have completed the Company's manager training program and who exercise responsibility for the day-to-day operation of the Restaurant, including the preparation of food, accounting and the supervision and training of personnel. Each of these trained managers will be required to work at the Restaurant on a full-time basis and permanently reside near the Restaurant. One of the required managers can be the Managing Owner or Designated Operator if the full-time responsibilities of that person consist only of the Restaurant. Where the Managing Owner or Designated Operator oversees multiple restaurants, three other managers are required. A manager who is not the Designated Operator is not required to have an equity interest in the Restaurant business.

10.11 Notwithstanding any of the requirements in this Section, neither the Managing Owner nor Designated Operator are employees or agents of the Company. The Franchisee retains sole authority to hire, supervise, direct, discipline, and terminate the Managing Owner and Designated Operator at all times.

11. COMPLIANCE WITH MANUALS

11.1 Manuals. Franchisee acknowledges and agrees that strict and continued adherence by Franchisee to the Company's standards, policies, procedures and requirements is expressly made a condition of this Agreement, so that failure on the part of Franchisee to so perform will be grounds for termination of this Agreement as provided in Section 18 hereof. The Company has prepared, and amends and revises, from time to time, manuals (the "Manuals") relating to the operation of restaurants in the Denny's System. Franchisee agrees to comply with any such amendment or modification as of the date that such amendment or modification becomes effective. The Company will loan to Franchisee one copy of the Manuals and the Manuals will at all times remain the sole property of the Company. Franchisee understands that the Company has entered into this Agreement in reliance upon Franchisee's representation that it will strictly comply with all the provisions of the Manuals. Any required standards exist to protect our mutual interests in the Denny's System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to the Franchisee.

11.2 Specifications. Franchisee agrees that it is in the best interest of the business conducted at the Restaurant to prepare and serve food in the Restaurant only from ingredients which meet the product specifications set forth in the Manuals (the "Specifications"). Franchisee further agrees that all products, equipment, goods, inventory and supplies used in connection with the Restaurant including, without limitation, the coffee will comply with these Specifications.

11.3 Approved Suppliers and Products. Franchisee acknowledges that it has received a copy of the Manuals. The Company has consulted with the vendors set forth in the approved supplier list comprising the Manuals, and each vendor has agreed to offer products, equipment, goods, inventory, supplies or paper products which will comply with the Specifications. Manuals, in the form of approved supplier lists and Specifications, are furnished to Franchisee for Franchisee's convenience only, and Franchisee will be entitled to purchase products, equipment, goods, inventory, supplies and paper products which comply with the Specifications from any other vendor offering such items. If Franchisee desires to purchase any products from any unapproved vendor, Franchisee will first submit to the Company a written request for approval of any such vendor prior to Franchisee's use of any such unapproved vendor, or Franchisee will request the vendor itself to do so. The Company will have the right to require that its representatives be permitted to inspect the vendor's facilities, and that samples from the vendor be delivered, either to the Company or to an independent laboratory designated by the Company for testing. The Company reserves the right, at its option, to re-inspect the facilities and products of any approved vendor and to revoke its approval upon the vendor's failure to continue to meet any of the Company's then-current criteria. Nothing in the foregoing will require the Company to approve any vendor. The Company agrees to evaluate any item which Franchisee is considering procuring to determine whether such item complies with the Specifications. No charge will be made by the Company for the services of the Company's employees in connection with such evaluation; however, Franchisee will reimburse the Company for amounts paid to independent laboratories or consultants chosen by the Company in its sole discretion to assist in such evaluation. All such amounts will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement. This Section 11 applies equally to distributors (at any level, including without limitation redistributors and firms delivering and selling directly to restaurants) and to ultimate vendors, who may sell to restaurants through approved distributors.

Company and the DFA have created a body known as the Supply Chain Oversight Committee ("SCOC") to collaborate on strategic supply chain oversight and improvements for traditional, full-service restaurants within the contiguous 48 United States. Franchisee is obligated to enter into a Franchise Participation Agreement in the form approved from time to time by the SCOC. We reserve the right to modify, terminate, or discontinue the SCOC and the Franchisee Participation Agreement. We further reserve the right to recommend and/or require you to participate in any additional or successor supply chain programs from time to time upon written notice to you, including but not limited to, a purchasing and/or distribution cooperative.

11.4 Restaurant Appearance. As uniformity of appearance and public recognition are materially important to the financial success of Franchisee and the Company, Franchisee agrees that in connection with the operation of the Restaurant, Franchisee will:

a. Use only uniforms, menus, signs, cards, posters, notices, displays, decorations, table tents and other such advertising materials which are identical in appearance and quality to those furnished or approved by the Company. The Company agrees to make its menu-stock (preprinted as to all matters other than menu prices), including specials and featured items, available to Franchisee for printing if Franchisee elects to charge prices not provided for in the Company's menu codes. Franchisee agrees that all specials or featured items designated by the Company will be included as part of the menu and will be made available on the days and times designated by the Company at an additional cost; and

b. Not authorize or permit in the Restaurant, or on behalf of the Restaurant business, any advertising, signs, cards, posters, notices, displays, decorations or table tents other than those described in Section 11.5.a, nor authorize or permit in or around the Restaurant any products or services which are not offered in Company-operated restaurants, without the prior written consent of the Company.

12. RESTAURANT MAINTENANCE, REPAIR AND REMODELING

12.1 Maintenance. Maintenance and repair of the Restaurant are the sole responsibility and will be done at the expense of Franchisee. For the Term, Franchisee agrees to maintain the Restaurant in full working order and good repair, at Franchisee's sole cost and expense including, but not limited to the Restaurant building, parking lot, signs, fixtures, equipment, furniture, decor, wares, utensils, supplies, inventory, fixtures and other intangibles. Franchisee will replace any of the Restaurant's equipment and fixtures and repaint the Restaurant as necessary to satisfy this Section 12. Replacement equipment and fixtures will be of the same type and quality as are being used in new Denny's restaurants at the time replacement is required. All replacement equipment and fixtures will comply with the Company's requirements and specifications. Franchisee further agrees to keep the Restaurant in a clean, safe and sanitary condition at all times, at Franchisee's sole cost and expense, in accordance with the Manuals, the lease or sublease for the Restaurant site and all applicable federal, state and local laws.

12.2 Unauthorized Changes. Franchisee agrees that it will not make any addition to or change in the physical appearance, decor, characteristics or style of the Restaurant without the prior written consent of the Company.

12.3 Remodel. At any time during the Term, the Company may require Franchisee at Franchisee's expense to remodel the Restaurant, as the condition of the building may require, to then current Denny's standards, format and design, which Denny's will not require more than once every eight (8) years in accordance with the provisions of this Section 12.

12.4 Signage. All signs to be used in connection with the Restaurant, both exterior and interior, must conform to the Company's sign criteria as to type, color, design and location and be approved in writing by the Company prior to installation or display. As a requirement separate and apart from the periodic remodel, which may also include sign replacement, Franchisee will change its signs to conform to updated or revised requirements of the Company when such revisions have been requested by the Company.

13. HOURS OF OPERATION, OFF-SITE SALES AND DELIVERY

13.1 Standard Hours of Operation. Franchisee agrees to keep the Restaurant fully operational and open to the public twenty-four (24) hours per day, seven (7) days per week throughout the Term, unless the Company requests or authorizes different days or hours of operation in writing. If the Restaurant is closed for reasons beyond Franchisee's control, Franchisee will immediately notify the Company by the fastest means available. Franchisee will supply to the Company prior to commencement of the construction or remodeling work of the Restaurant proof that the Restaurant is allowed to be open to the public twenty-four (24) hours per day, seven (7) days per week by the applicable local government authorities and the landlord under the lease for the Restaurant site, if any.

13.2 On-Premises Sales Only; Restrictions on Off-Site and Online Sales. Franchisee will only offer and sell food and beverage items from the premises of the Restaurant in accordance with the standards. Except as provided below, Franchisee may not offer food or beverage items from satellite, temporary sites, mobile vehicles, carts or kiosks, electronic media (such as the Internet, social media and networking sites and mobile applications including online ordering applications of an “Aggregator” as defined below in this Section 13.2), telephone sales and/or direct mail. An “Aggregator” means a third-party aggregator (including, as an example and without limitation, DoorDash, UberEats, or Grubhub) or a third-party logistics provider (including, as an example and without limitation, Postmates or Amazon).

13.3 Take-Out Sales within Designated Area. Company may require Franchisee to offer take-out to customers located within a geographic area around the Restaurant as designated in writing by Company (“Designated Area”) and in accordance with its standards. Franchisee acknowledges that such standards may contain terms for Franchisee’s resolution of customer service-related issues.

13.4 Online Ordering, Delivery, and Catering. Franchisee acknowledges that Company or Company’s affiliate owns, maintains and otherwise participates in an Online Ordering Site for Restaurants operated by Company or Company’s affiliates. Franchisee must request and receive Company’s prior written approval in order to have the right to offer and sell food and beverage items for take-out or catering from the Restaurant or by delivery through Company’s, Franchisee’s or any third-party supplier of delivery services, including through any Online Ordering Site (defined in this Section 13.4 below) owned or maintained by (i) Company or its affiliate; (ii) Franchisee or Franchisee’s affiliate or (iii) an Aggregator. All revenue from delivery, take-out, or catering sales will be deemed part of gross sales inclusive of any ordering, delivery, or transaction fees. To participate, Franchisee must execute the Denny's on Demand Agreement and pay the then-current fees for activation (currently $250), monthly service (currently $70 per month), and transaction fees (currently $0.09 per order). “Online Ordering Site” means one or more related documents, designs, pages or other communications that can be accessed through electronic means including, but not limited to, the Internet, World Wide Web webpages, microsites, social networking sites, blogs, vlogs, and applications to be installed on mobile devices including online ordering and delivery applications for food and beverage items offered by Company, Franchisee or an Aggregator to any customer.

a. If Company grants Franchisee the right to own or maintain an Online Ordering Site or the right to participate in an Aggregator’s Online Ordering Site, such activity will be deemed to constitute “marketing” for the purposes of this Agreement. All provisions of this Agreement applicable to the Denny’s Marks, quality of foodservice, food and beverage items, advertising and marketing will apply to the Franchisee’s ownership, use of or participation in an Online Ordering Site.

b. Franchisee will submit to Company for prior written approval a sample of the proposed Online Ordering Site name, domain name, format, visible content (including, without limitation, screen shots) and non-visible content including but not limited to meta tags, in the form and manner Company requires. No modifications by Franchisee or its affiliate of the Online Ordering Site may be made without Company’s prior written approval of such proposed use or modification.

c. Franchisee will comply with the standards applicable to its or any other Online Ordering Sites that Company may prescribe in the Manuals or otherwise in writing including but not limited to requirements pertaining to Franchisee's compliance with any terms and conditions negotiated by Company with any Aggregator and designating Company as the sole or co-administrator of Franchisee's or its affiliate's Online Ordering Site.

d. If Company requires, Franchisee will establish such links to Company's Online Ordering Site and others as requested in writing.

e. If Company requests, Franchisee will make weekly or other periodic updates to Company's Online Ordering Site to reflect information about the food and beverage items offered at the Restaurant.

f. Company may require Franchisee to make Company the sole administrator or co-administrator of any social networking pages that Franchisee maintains or that are maintained on Franchisee's behalf and Company will have the right, but not the obligation, to exercise all rights and privileges that an administrator may exercise.

g. All Customer Data obtained by, through, or from an Online Ordering Site owned or maintained by Franchisee or Franchisee's affiliate (or for the benefit of Franchisee) is the joint property of Company and Franchisee unless otherwise approved in writing by Company.

h. Any Aggregator must be approved by Company as an approved supplier in accordance with Section 11.3.

i. Any contract between Franchisee and any Aggregator must comply with Company's standards for an Online Ordering Site, including the foregoing provisions.

Any delivery or catering services may be restricted to customers located in the Designated Area. For the avoidance of doubt, Company, at Company's sole option, may authorize Franchisee to perform delivery or catering services to customers located outside the Designated Area and may authorize restaurants located outside the Designated Area, including restaurants operated by Company, Company's affiliates, or other franchisees, to perform delivery or catering services to customers located within the Designated Area if the Franchisee either elects not to participate or is deemed ineligible to participate.

14. PERSONNEL STANDARDS

14.1 Franchisee Control and Responsibility for Employees. Franchisee will have sole authority and control over the day-to-day operations of the Restaurant and its employees. Franchisee shall have sole responsibility to determine whom and how many persons to employ, terms of employment, scheduling employee workhours, how to assign work, and when and how to discipline and terminate its employees. Franchisee is solely responsible to recruit, hire, train, and supervise Restaurant employees. Franchisee is solely responsible for ensuring that all employees are, at all times during employment in the Restaurant, adequately trained and supervised in connection with the performance of their duties. Franchisee will also require its employees, in the performance of their duties, wear neat, clean, and uniform attire as described in the Manuals.

14.2 Training and Supervision Requirements. Franchisee acknowledges that adequate training and supervision is necessary in order to ensure that the Restaurant personnel provide service to the public in a courteous, efficient, and skilled manner and in accordance with the standards set forth in the Manuals. Franchisee understands and agrees that Franchisee is solely responsible for the performance of its employees.

14.3 Compliance with Employment Laws. Franchisee is solely responsible for setting all wages and maintaining hours, working conditions and other benefits for all of its employees in accordance with all federal, state, and local laws. Franchisee shall comply with all federal, state, and local employment laws, including but not limited to the Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Occupational Safety and Health Act (OSHA), Employee Retirement Income (ERISA), Title VII, the Age Discrimination in Employment Act, and the Affordable Care Act. Franchisee is solely responsible for seeking legal advice and maintaining compliance with any new or amended laws and regulations concerning employment matters.

14.4 Employment Records and Reporting. Franchisee is solely responsible for maintaining all employee time, payroll and tax records and to file required reports thereon in accordance with all federal, state and local laws.

14.5 Independent Employer Status. Franchisee retains the sole responsibility and independent authority, notwithstanding any provision of this Agreement, to maintain and enforce personnel policies and procedures including, but not limited to hiring, firing and disciplining its employees. The Company is not the employer of the Franchisee's employees. The Company does not have direct or indirect control or authority over the Franchisee's employment decisions. The Company has no duty to direct or supervise Franchisee's employees, or to oversee Franchisee's employment policies or practices. The Company will have no involvement in any employee administrative functions of the Restaurant including, but not limited to handling payroll, providing workers' compensation insurance, providing safety equipment, tools or materials required for the operations of the Restaurant, all of which shall be the responsibility of Franchisee. Nothing contained in this Agreement will be construed or interpreted so that any employee of Franchisee becomes or is deemed to be an employee or agent of the Company. Franchisee will be solely responsible for the maintenance and handling of all employee matters in the manner required by this Section 14, and Franchisee agrees to defend, indemnify, and hold the Company, its parent, and its affiliates and subsidiaries harmless for any failure by Franchisee to act in such a manner.

15. INSPECTIONS

15.1 Company Right of Inspection. In order to maintain the high standards of quality necessary for the mutual success of the Company and Franchisee, the Company and its authorized representatives will have the right to: (1) inspect, at any and all times, the Restaurant and the supplies, inventory and facilities of Franchisee; (2) observe and evaluate the operations being conducted at the Restaurant; and (3) conduct market studies.

15.2 Inspection Reports. In connection with such inspections, the Company and its authorized representatives may deliver to Franchisee an inspection report in such form as may be adopted by the Company from time to time (the "Inspection Report"). The Inspection Report will indicate the principal items inspected, observed and evaluated.

15.3 Correction of Deficiencies. If any such Inspection Report indicates a deficiency or unsatisfactory condition with respect to any item listed thereon, Franchisee will promptly commence to correct or repair such deficiency or unsatisfactory condition and thereafter diligently pursue the same to completion. If Franchisee does not correct or repair, the Company, in addition to all other available rights and remedies, including the right to terminate this Agreement pursuant to Section 18, will have the right, but not the obligation, to forthwith make or cause to be made such correction or repair. The expenses thereof, including, without limitation, meals, lodging, wages and transportation for the Company's personnel, if so utilized in the Company's sole discretion, will be reimbursed by Franchisee. All such expenses incurred by the Company pursuant to this Section will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement.

16. TRAINING

16.1 Initial Training Program. The Company and Franchisee agree that it is important to the operation of the Restaurant that Franchisee's employees receive such training as the Company may recommend from time to time. Company may, in its sole discretion, schedule more training to franchisees opening their first Denny's restaurant than to franchisees who have experience operating Denny's restaurants. Franchisee agrees:

a. Franchisee, Managing Owner or Designated Operator, and a minimum of three (3) (two (2) if Managing Owner or Designated Operator is a manager) of Franchisee's managers will attend, at a time mutually convenient to Franchisee and the Company an initial training program (or segments thereof at the Company's discretion) for Franchisee, Managing Owner, Designated Operator and managers offered by the Company in order to train Franchisee's personnel in the Denny's System. Such training will be completed to the Company's satisfaction prior to the Opening Date. The Company will impose no charge for such initial training session for Franchisee and at least four personnel designated by Franchisee to attend such session, but Franchisee and Franchisee's personnel will be responsible for any and all expenses incurred by them in connection with any training program including, without limitation, the cost of wages, insurance, transportation, lodging and meals.

b. After the initial training session is completed, any person employed by Franchisee as a Managing Owner, Designated Operator or a manager of the Restaurant must attend and complete, to the Company's satisfaction, such training session as the Company may recommend. Company will impose no charge for such additional management training.

c. In addition to the initial management training session described above, the Company may assist Franchisee in the initial opening by the Franchisee of the Restaurant by sending to the Restaurant, at the Company's sole option, an opening training crew consisting of the Company's personnel. Such opening training crew will assist in training and developing Franchisee's personnel. However, at no time will the opening training crew have any authority, control, or supervision over Franchisee's employees. The opening training crew will serve only as trainers in the Denny's System and will not be responsible for discipline or other employment related supervision over Franchisee's employees. Franchisee will pay to Company the then current fee for such opening training. Such fee includes estimated or typical lodging, meals, travel expenses, transportation and other expenses of the Company's personnel comprising such opening crew. Franchisee must notify Company, in writing, of proposed opening date and need for opening crew at least forty-five (45) days prior to scheduling the opening crew. If, through no fault of Company, the opening crew has to be rescheduled within thirty (30) days of the beginning training date, Franchisee will reimburse the Company for all direct costs (including all penalties charged to Company for changing airfare or other transportation) incurred by Company. Likewise, if the opening training is delayed through no fault of the Company, Franchisee must reimburse the Company for all direct costs associated with such delay (including all compensation, wages, lodging, meals, travel expenses and transportation of the opening crew).

d. The Opening Date will not be set nor will the Restaurant open until the Company is satisfied that Franchisee, Managing Owner, Designated Operator, Franchisee's managers and other restaurant personnel have been adequately trained in the Denny's System.

16.2 Additional and Refresher Training. Franchisee and the Company agree that as new developments in the Denny's System occur, the Company may recommend that Franchisee and Franchisee's personnel attend, at Franchisee's expense, refresher, or additional courses of training conducted by the Company or third parties. Franchisee is solely responsible for ensuring compliance with any such recommendation. In such event, the Company will give Franchisee thirty (30) days prior written notice of the commencement of such refresher or additional courses. The Company or a third party may impose a modest training fee for such refresher or additional courses recommended by the Company, and Franchisee will be responsible for any and all expenses incurred in connection with any such refresher or additional courses of training including, without limitation, the cost of transportation, lodging, meals and wages.

16.3 Optional Training. Franchisee's managers may also attend such optional training programs and seminars as the Company may offer from time to time. Franchisee will pay to the Company, for each person attending such programs, the training fee then charged by the Company for any such optional programs. If any such training fee is imposed upon Franchisee by the Company, the training fee will be in addition to any other expenses incurred by Franchisee and its personnel attending such optional programs as described in Section 16.1 and 16.2.

16.4 Personnel Responsibility. Franchisee understands and agrees that the Company will not be obligated or liable to any trainee, including Franchisee, for any compensation, wages, lodging, travel expenses or any other expenses, in connection with any initial training sessions, refresher courses or optional training programs, nor will any such trainee be considered an employee or agent of the Company. The Company will have no control or authority over Franchisee's employees at any time. All training is solely for the benefit of the Brand uniformity.

17. ASSIGNMENT

17.1 Company Right to Assign. The Company will have the right to assign this Agreement in whole or in part to any person, firm or corporation; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the obligations of the Company hereunder:

a. The assignee will be financially responsible and economically capable of performing the obligations of the Company;

b. The assignee will expressly assume and agree to perform such obligations of the Company in writing; and

c. From and after the date of any such assignment, the Company will have no further obligation or liability under this Agreement.

17.2 Franchisee's Personal Nature of Agreement. The parties acknowledge that this Agreement is personal in nature with respect to Franchisee, being entered into by the Company in reliance upon and in consideration of the personal skills, qualifications and trust and confidence reposed in Franchisee and Franchisee's present owners, partners, members, managers or officers if Franchisee is a legal entity. Therefore, except as provided in Section 17.3 and 17.4, the rights, privileges and interests of Franchisee under this Agreement including, but not limited to the right to operate the Restaurant and use the Denny's Marks, will not be assigned, sold, transferred, leased, divided or encumbered, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise.

17.3 Company's Right of First Refusal. If Franchisee (or any signatory of this Agreement) desires to transfer or assign all or any part of its rights, privileges and interests under this Agreement or in the Restaurant or business Franchisee operates pursuant to this Agreement, Franchisee will first offer such assignment to the Company by notifying the Company in writing and will provide to the Company such information and documentation relating to such proposed assignment as the Company may require. The Company will have the right to acquire said rights, privileges and interests of or in Franchisee by accepting the offer in accordance with said terms and conditions or equivalent cash. If within thirty (30) days after receipt of Franchisee's notice, the Company advises Franchisee of its acceptance of the offer as stated in the notice, Franchisee agrees to promptly make the assignment to the Company on the stated terms and conditions. Should the Company elect to exercise its right of first refusal, Franchisee will take all action necessary to cause Franchisee's lease or sublease, if any, with the lessor for the Restaurant site to be assigned to the Company.

17.4 Conditions for Company Consent to Assignment. If within thirty (30) days after receipt of Franchisee's notice, the Company does not indicate its acceptance of the offer as stated in the notice, Franchisee will thereafter have the right, subject to the prior written consent of the Company, to make the assignment to another person, firm or corporation on the same terms and conditions as stated in the notice. Should the Company not exercise its right of first refusal and should the contemplated assignment not be completed within ninety (90) days from the date of Franchisee's notice, or should the terms and conditions thereof be altered in any way, this right of first refusal will be reinstated, and any subsequent proposed assignment or the altered terms and conditions for the transaction must again be offered to the Company in accordance with the terms of these Section 17.3 and 17.4. Franchisee will notify the Company in writing of any proposed assignee and will promptly furnish the Company with such other information and documentation as the Company may request for the purpose of considering whether to grant its written consent. The Company may grant or withhold its written consent for any reason in the exercise of its sole, subjective judgment. Furthermore, the Company will be entitled to impose the following conditions precedent to its written consent to any such assignment:

a. The assignee (and its partners or the officers, directors and principal shareholders of the assignee, as the case may be) will be determined by the Company:

(i) To have adequate experience in operating and maintaining a restaurant;

(ii) To be financially responsible and economically capable of carrying on the Restaurant business; and

(iii) To not have been convicted of a felony or other criminal misconduct that is relevant to the operation of the Restaurant.

b. The assignee (and its partners or each of the officers, directors and principal shareholders of the assignee, as the case may be) expressly assumes in writing for the benefit of the Company all of the obligations and liabilities of Franchisee under this Agreement and any documents related thereto, including, but not limited to, the lease or sublease for the Restaurant and shall sign the ancillary documents Company requires for Denny's franchisees and its principals to be bound by this Agreement. If the seller's franchise agreement has less than five (5) years remaining, Company may require that the assignee and its principals sign the Company's then-current form of franchise agreement but with the same financial terms as this Agreement for the remaining term of this Agreement. The financial terms will increase or decrease to the then-current financial terms upon the original expiration date of this Agreement;

c. The assignee agrees to refurbish and remodel the Restaurant to the Company's then-current standards and to undertake such training as the Company deems necessary in connection with the operation of the Restaurant;

d. The assignee represents to the Company in writing that the assignee:

(i) Has conducted an independent study of the Restaurant and the business therein;

(ii) Has not in any way relied upon statements or representations of the Company, or its employees or agents, except as may be contained in a Franchise Disclosure Document or other comparable disclosure document which is required to be delivered to such assignee in accordance with applicable law; and

(iii) Acknowledges and understands that the assignee's rights upon assignment are conditioned on full performance of Franchisee's obligations hereunder and are limited to those expressly provided for in this Agreement;

e. As of the date of such assignment, Franchisee will have fully performed and complied with all of its obligations to the Company, whether under this Agreement or any other agreement, arrangement or understanding with the Company;

f. The assignee will successfully complete at its expense, any training program the Company may require in connection with the assignment of this Agreement;

g. Franchisee will pay and discharge all outstanding obligations to third parties arising from the existence, operation or maintenance of the Restaurant including, without limitation, amounts owing under the lease or sublease, if any, for the Restaurant site or to employees, vendors, taxing authorities, utility companies and others as of the assignment date;

h. Franchisee will pay to the Company an assignment fee established by Company from time to time, and Franchisee agrees and acknowledges that such fee will be due and payable upon submission by Franchisee of an application to request an assignment, whether or not such assignment is ultimately consummated or approved; and

i. Upon consent of the Company to any assignment, Franchisee will bring all accounts with the Company or its affiliates current, including any amounts still due and owing under any promissory note executed by Franchisee in favor of the Company or its affiliates, and Franchisee and its principals will execute a general release of all claims against the Company, in a form satisfactory to Company.

j. Franchisee and assignee will execute the Company's standard assignment documentation.

17.5 Unauthorized Assignments Void. Any assignment or purported assignment of Franchisee's rights, privileges or interests under this Agreement without the Company's written consent will be null and void, of no force and effect, and will constitute grounds for termination of this Agreement as provided in Section 18.

17.6 Entity Ownership Changes as Assignments. If Franchisee is a corporation or if this Agreement is assigned to a corporation, an assignment of this Agreement will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of any one class of outstanding capital stock or voting power of such corporation has been sold, transferred, pledged or assigned to persons or entities other than the original shareholders of the corporation at the time the corporation acquired the franchise. If Franchisee is a general partnership or if this Agreement is assigned to a general partnership, an assignment of this Agreement will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of all partnership interests have been sold, transferred, pledged or assigned to other than the original partners who entered into this Agreement or obtained an assignment of this Agreement. If Franchisee is a limited partnership or if this Agreement is assigned to a limited partnership, an assignment of this Agreement will be deemed to have occurred when the partnership interests of one or more general partners have been sold, transferred, pledged or assigned to other than the original general partners who entered into this Agreement or obtained an assignment of this Agreement on behalf of the limited partnership. If Franchisee is a limited liability company or if this Agreement is assigned to a limited liability company, an assignment of this Agreement will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of the membership shares of such limited liability company have been sold, transferred, pledged, or assigned to persons or entities other than the original members of the limited liability company at the time the limited liability company acquired the franchise. All transfers of ownership in an entity franchisee, even if less than twenty-five percent (25%), will be immediately reported by Franchisee to the Company. Notwithstanding any of the above stated thresholds relating to assignments by a Franchisee that is a legal entity, any such transfer by a person acting as the Managing Owner or Designated Operator, as required by Section 10 of this Agreement, will constitute an assignment of this Agreement.

17.7 Company Option to Purchase Interests. If an assignment is deemed to have occurred under any of the provisions of Section 17.6, then prior to the assignment and transfer being consummated, the Company will have the option to purchase not only the interests being transferred, but also the remaining interests, so that the ownership of the Company will be one hundred percent (100%). Any purchase of such remaining interests will be valued on a basis proportionate to the price of the interests initially being offered. Should the Company elect to exercise its right of first refusal, the Company and Franchisee will either terminate the lease or sublease, if any, for the Restaurant site or will take all action necessary to cause Franchisee's lease or sublease, if any, to be assigned to the Company.

17.8 Assignment Due to Legal Incapacity. Any assignment based upon the legal incapacity of Franchisee, whether by operation of law or otherwise, will be subject to the Company's written consent as provided herein.

17.9 Continuing Liability After Assignment. If this Agreement is assigned, Franchisee and any Guarantors will remain liable to the Company for the continuing obligations hereunder, and the Company's consent to any transfer will not constitute a waiver of any claims it may have against parties originally liable.

17.10 Transfers Upon Death or Incapacity. Any transfer of this Agreement or any interest in this Agreement by will or intestate succession, or the sale of this franchise by the executor or administrator of Franchisee's estate, will be considered to be a transfer requiring compliance with the provisions of this Section 17, including the requirements concerning the Company's written approval of the assignee, the assignee's qualifications and training, and the execution of agreements. If the Company does not approve the qualifications of any heir or beneficiary of Franchisee to operate the Restaurant, the executor or administrator of Franchisee's estate will have a period of six (6) months following written disapproval to sell the franchise business to an assignee acceptable to the Company, during which six (6) month period the Restaurant will be operated in accordance with all the terms and provisions of this Agreement. Such sale will be subject to the Company's right of first refusal pursuant to Section 17.3, 17.6 and 17.7. If such a sale is not concluded within that period, the Company may terminate this Agreement.

18. DEFAULT AND TERMINATION

18.1 In addition to all other available rights and remedies, the Company will have the right to immediately terminate this Agreement after written notice to Franchisee upon the occurrence of any of the following events:

a. Failure of Franchisee to pay to the Company any fees, costs, charges or other amounts due under this Agreement within five (5) days after notification that such amounts are overdue;

b. Failure of Franchisee to pay when due any rent, taxes or other payments required under any sublease with the Company or its affiliates for the Restaurant within five (5) days after notification that such amounts are overdue;

c. Failure of Franchisee to pay when due any payments or sums required to be paid to the Company under any Promissory Note given to the Company for payment of all or a portion of the amounts due under Section 6 of this Agreement within five (5) days after the due date thereof; provided, however, that Franchisee will be permitted no more than twice during any twelve (12) month period to cure such failure within five (5) days;

d. Failure of Franchisee to cure, within ten (10) days after written notice from the Company, any default by Franchisee under any loan, note or other obligation which is obtained from any third party to assist Franchisee to make any payment due the Company hereunder or which is secured by all or any part of Franchisee's interest in the Restaurant, the Restaurant site, or the improvements or furniture, fixtures or equipment therein;

e. Failure of Franchisee to comply with any provision, standard or requirement of this Agreement, of any other agreement between the parties related to the Restaurant (including any development agreement), of any agreement with a third party which Company requires Franchisee to enter into related to the Restaurant, or of the Manuals where the noncompliance is not otherwise covered in this Section 18, after being given notification thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such default;

f. The commission by Franchisee (or an officer or director of or a shareholder in Franchisee, if Franchisee is a corporation, or a general or limited partner of Franchisee, if Franchisee is a partnership, or a member, if Franchisee is a limited liability company) of a felony, a crime involving moral turpitude, or any other crime or offense that the Company believes is reasonably likely to have an adverse effect on the Denny's System, the good will associated therewith, or the Company's interest therein; or

g. Franchisee is issued a written notice of violation (which would include but not be limited to notices of default) three or more times in any twelve (12) month period as a result of Franchisee's failure to comply with any provision, standard or requirement of this Agreement, with any other agreement between the parties related to the Restaurant, or with the Manuals, regardless of whether Franchisee corrects any breach or violation and regardless of whether such violations are related to each other.

h. Failure of Franchisee to participate in or a default under the Company's Payment Card Agreement as required under Section 7.3.

18.2 In addition to all other available rights and remedies, the Company will have the right to immediately terminate this Agreement without prior notice to Franchisee upon the occurrence of any of the following events:

a. Failure of Franchisee, for a period of ten (10) days after notification of non-compliance, whether from Company or a third party, to comply with any federal, state or local law applicable to the operation and maintenance of the Restaurant, including, but not limited to, public health and safety requirements;

b. Reasonable determination on the part of the Company that continued operation of the Restaurant by Franchisee will result in an imminent danger to public health or safety;

c. c. Franchisee abandons, or fails or refuses to actively operate the Restaurant for [5] or more consecutive days without the Company's express written permission or Franchisee's landlord notifies Franchisee that the landlord is re-taking possession of the Restaurant premises, an eviction proceeding is filed against Franchisee, or Franchisee loses the right to possession of the Restaurant premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the premises of the Restaurant are located. If, however, through no fault of Franchisee, the Restaurant premises are lost, damaged, or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then Franchisee will have thirty (30) days after such event in which to apply for the Company's approval to relocate or reconstruct the premises, which approval will not be unreasonably withheld.

d. Franchisee or the Restaurant business is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets comprising the Restaurant are assigned to or for the benefit of any creditor, or Franchisee admits its inability to pay its debts as they come due;

e. Franchisee rejects this Agreement in any bankruptcy proceedings;

f. A levy of execution is made upon the Restaurant, upon the license granted by this Agreement or upon any property used in the Restaurant business, and it is not discharged within five (5) days of such levy;

g. The attachment of any involuntary lien in the sum of One Thousand Dollars ($1,000.00) or more upon any of the business assets or property of Franchisee, which lien is not removed, or for which Franchisee does not post a bond sufficient to satisfy such lien, within thirty (30) days of the filing of such lien;

h. The Restaurant business, equipment or premises are seized, taken over or foreclosed by a creditor, lien holder or lessor; provided, however, that Company's right to terminate will not arise until the time for appeal has expired; and provided further that this will not include judgment which has been validly appealed where a supersedeas or other appeal bond has been filed;

i. The right to occupy or lease the Restaurant site is lost or terminated;

j. Any material misrepresentation is made by Franchisee in connection with the acquisition of the franchise or Franchisee or any of its partners, officers, directors or principal shareholders is convicted of a felony or any other criminal misconduct that Company reasonably determines is relevant to the operation of the Restaurant;

k. Franchisee engages in conduct that is harmful or reflects unfavorably upon the operation and reputation of the Restaurant business, the Franchisee or the Denny's System. This may include exhibiting a reckless disregard for the physical or mental well-being of employees, customers, Company representatives, or the public at large; battery; assault; sexual harassment; other forms of threatening, outrageous or unacceptable behavior; or failure by Franchisee to comply with Title II of the Civil Rights Act of 1964 or with any requirement established by the Company to ensure the fair and impartial treatment of guests.

l. The failure of Franchisee to open or operate the Restaurant in accordance with and by the times set forth in Section 4.1.a or 4.2.a;

m. If Franchisee leases or subleases the Restaurant site or the leasehold improvements thereon from a third party, the failure of Franchisee to cure any and all defaults under the terms and provisions of any such lease or sublease within the time provided for the curing of any such default(s) in any such lease or sublease;

n. Any purported assignment, transfer or sublicense of this franchise, or any right hereunder, without the prior written consent of the Company as set forth in Section 17;

o. A default in any obligation to Company or its affiliates continues beyond any notice and cure period under any other agreement, including any other franchise agreement, personal guarantee, lease, sublease, promissory note or credit card agreement, and either: (1) the party in default is Franchisee or any Guarantor of this Agreement, or (2) the other agreement in default is guaranteed by Franchisee or any Guarantor of this Agreement (e.g., contracts with the same Guarantor are cross-defaulted);

p. Failure of Franchisee to maintain required insurance coverage and name Company, its parent, subsidiaries and affiliates as additional insureds as set forth in Section 9.1 and 9.2.

18.3 Recognizing that the failure of the Franchisee to meet the standards required in the System may endanger the reputation and operations of franchisees operating other Denny's restaurants as well as potentially endangering the general public, Franchisee and Company agree that, if operations at the Restaurant fall below the standards required by Company, Company will, in its sole discretion, in addition to and not in lieu of its right to terminate this Agreement, have the right to require that the Franchisee close the Restaurant to the public until the Franchisee is able to establish to Company's reasonable satisfaction that operations at the Restaurant will reliably meet, maintain or exceed the Company's standards.

18.6 Action to Enforce Cure for Default. In addition to all other available rights and remedies, the Company will have the right to take action to enforce performance of a cure for any default. In such event, Franchisee will reimburse Company for any reasonable: (a) travel and attorneys' fees, costs and expenses; (b) amounts paid to any third parties; and (c) the full, prorated salary, payroll expense and benefit cost related to the time expended by any employees, to the extent any of the foregoing are incurred by Company or its affiliates in effecting or overseeing the cure or enforcing Company's rights. Franchisee agrees to pay interest to the Company on any amounts which may become due to the Company from Franchisee, if such are not paid when due, at the rate of fifteen percent (15%) per annum or the maximum interest rate permitted by law, whichever is less.

19. RIGHTS AND OBLIGATIONS UPON TERMINATION

19.1 In the event of expiration or earlier termination of this Agreement:

a. Franchisee will promptly cease to use, in any manner and for any purpose, directly or indirectly, and will immediately return to the Company any of the Company's Manuals, trade secrets, proprietary information, rights, interests, policies, procedures, techniques, methods and materials acquired by Franchisee in connection with the franchise relationship established by this Agreement, including, but not limited to, the following:

(i) Specifications, recipes and descriptions of food products;

(ii) The Company's Manuals, memoranda, bulletins, forms, reports, instructions, directives and supplements thereto;

(iii) Training methods and materials provided by the Company hereunder;

(iv) Brochures, posters and other advertising materials; and

(v) The Denny's Marks, including without limitation, all trademarks, trade names, service marks, logotypes, labels, designs and other identifying symbols and names pertaining thereto;

b. Franchisee will immediately, but in no event later than thirty (30) days following closure, remove and destroy all signs and advertisements identifiable in any way with the Company's name and perform such reasonable redecoration and remodeling of the Restaurant site as may be necessary, in the Company's judgment, to distinguish it from a Denny's restaurant. Franchisee hereby grants to the Company the option to purchase all paper goods, containers and all other items containing the Company's name or the Denny's Marks at the lower of their cost or fair market value at the time of termination. If Franchisee subleased the Restaurant from the Company, Franchisee will promptly and peaceably deliver and surrender to the Company possession of the Restaurant building, parking lot, and fixtures. The Company will have the right, in its sole discretion, to waive the deidentification requirement and to directly operate, or offer for franchise, the Restaurant;

c. The Company may retain all fees paid pursuant to this Agreement;

d. On any termination or expiration of this Agreement whether due to a default of Franchisee or otherwise, the Company will have the right, at its option, for thirty (30) days after such termination or expiration to elect to purchase Franchisee's interest in the leasehold improvements and furniture, fixtures, equipment and any or all of the other tangible Restaurant assets at a purchase price equal to the lesser of Franchisee's cost or the fair market value of such leasehold improvements, furniture, fixtures, equipment and other assets, and to purchase Franchisee's inventory at Franchisee's cost thereof. If the parties cannot agree on the fair market value within forty-five (45) days of any such date of termination or expiration, the Company will designate an independent appraiser whose determination will be binding. If the Company elects to exercise any option to purchase as herein provided, it will have the right to set off all amounts due from Franchisee and the costs of the appraisal, if any, against any payment therefor. The Company's right to acquire the franchise takes precedence over any other security interest. In addition, should the Company elect to exercise its option hereunder, Franchisee will take all action necessary to cause Franchisee's lease or sublease, if any, with the lessor for the Restaurant site to be assigned to the Company; and

e. Except for material breach hereof by the Company, Franchisee will have no right to terminate this Agreement.

19.2 Payment of Sums. Upon the expiration or termination of this Agreement, Franchisee will promptly pay all sums owing to the Company and its subsidiaries and affiliates. In the event of termination by reason of any default of Franchisee, such sums will include all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Company as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in favor of the Company against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by Franchisee located in the Restaurant operated hereunder at the time of any such default. Franchisee agrees to pay interest to the Company on any amounts which may become due to the Company from Franchisee, if such are not paid when due, at the rate of fifteen percent (15%) per annum or the maximum interest rate permitted by law, whichever is less.

19.3 Liquidated Damages. If this Agreement is signed in connection with a development agreement, Franchisee acknowledges that the purpose of the development agreement is to promote predictable, orderly, incremental growth within the Denny's System. If, in such case, Franchisee closes the Restaurant without Company's approval, then in addition to other amounts to be paid by Franchisee as set forth hereunder, Franchisee will pay to Company the sum of:

a. the amount equal to the average Royalty Fee paid by Franchisee during the two (2) years of operation of the Restaurant immediately preceding the closing of the Restaurant, or the entire period of operation if the Restaurant was not open for two (2) years prior to closing, multiplied by the number of weeks remaining in the Term; plus

b. the amount equal to the unamortized portion of any development incentive paid by the Company to Franchisee or its agent with respect to the Restaurant (as if such incentive was fully amortized over a five (5) year period commencing on the date of payment of such incentive to Franchisee or its agent) regardless of whether any portion or all of such incentive has been used by Franchisee or its agents.

19.4 Retention of Rights. The expiration or termination of this Agreement will be without prejudice to the rights and remedies of the Company against Franchisee. Furthermore, such expiration or termination will neither release Franchisee of any of its obligations and liabilities to the Company existing at the time thereof, nor terminate those obligations and liabilities of Franchisee that, by their nature, survive the expiration or termination of this Agreement.

20. PROPRIETARY RIGHTS AND UNFAIR COMPETITION

20.1 Denny's Marks. In the event of any claim of infringement of or challenge to Franchisee's use of the Denny's Marks licensed under this Agreement, Franchisee will immediately notify the Company in writing of the facts of such claim or challenge.

a. The Company will protect and defend Franchisee against any claims or challenges arising out of Franchisee's use of the Denny's Marks licensed hereunder.

b. The Company will reimburse Franchisee for all damages for which it is held liable in any such proceeding; however, the foregoing obligations of the Company to protect, defend and reimburse Franchisee will exist only if Franchisee has used the name or mark which is the subject of the controversy in strict accordance with the provisions of this Agreement and the rules, regulations, procedures, requirements and instructions of the Company and has notified the Company of the challenge as set forth above.

c. Any action to be taken in the event of a claim or challenge to any of the Denny's Marks will be solely in the discretion of the Company. The Company will have the sole right to control any legal actions or proceedings resulting therefrom. Any actions taken to protect the Denny's Marks will also be within the sole discretion and control of the Company. Franchisee is to cooperate fully with the Company in the prosecution or defense of any claim or challenge concerning any of the Denny's Marks.

20.2 Modification of the Denny's Marks. If it becomes advisable at any time, in the sole discretion of the Company, to modify or discontinue the use of any one or more of the Denny's Marks or to use one or more additional or substitute names, marks or copyrights, Franchisee agrees to immediately comply with the instructions of the Company in that regard. In such event, the sole obligation of the Company will be to reimburse Franchisee for the actual costs, such as replacing sign faces, of physically complying with this obligation.

20.3 Ownership of the Denny's Marks. Franchisee acknowledges and agrees that at all times and in all respects, the Denny's Marks are the sole property of the Company and that Franchisee has only a license to use such rights and marks according to the provisions hereof. Franchisee will make no application for registration of any identifying name or mark licensed herein or similar thereto without the prior written consent of, and upon terms and conditions satisfactory to, the Company. Franchisee agrees to indicate the required trademark, service mark or copyright notices in the form specified by the Company in connection with its use of the Denny's Marks. Franchisee agrees to take no action that will interfere with any of the Company's rights in and to the Denny's Marks. Franchisee will not, without the Company's prior written consent, sell, dispense or otherwise provide the Company's products bearing the Denny's Marks, except by means of retail sales in, or delivered from, the Restaurant.

20.4 Confidential Information. Franchisee acknowledges that, in connection with the operation of the franchised business, the Company will be disclosing confidential information and trade secrets to Franchisee. Franchisee further acknowledges that its knowledge of, and access to, the Company's formulas, recipes, processes, promotions, products, arrangements with vendors, techniques, know-how and other proprietary information (collectively referred to as the "Confidential Information") are derived entirely from the material disclosed to Franchisee by the Company. Franchisee acknowledges and agrees that at all times and in all respects, the Confidential Information is a trade secret of the Company and that Franchisee has only a license to use the Confidential Information according to the provisions of this Agreement.

a. Franchisee agrees to maintain fully and strictly the secrecy of all the Confidential Information and to exercise the highest degree of diligence in safeguarding the Confidential Information during and after the term of this Agreement. Franchisee will divulge the Confidential Information only to Franchisee's employees and only to the extent necessary to permit the efficient operation of the Restaurant during the effective term of this Agreement. After the expiration or termination of this Agreement, Franchisee will not divulge the Confidential Information to any person or entity, nor will Franchisee use the Confidential Information in any manner.

b. It is expressly agreed that the ownership of all of the Denny's Marks and the Confidential Information is and will remain vested solely in the Company. Nothing contained in this Agreement will be construed to require the Company to divulge to Franchisee any secret processes, formulas, ingredients or other information, except the material contained in the Company's Manuals and training materials.

20.5 Non-Competition. To further protect the Denny's System while this Agreement is in effect, Franchisee and, if Franchisee is an entity, any individual (Guarantor) who signs a personal guarantee pursuant to Section 21.2 will neither directly nor indirectly own, operate, control or have any financial interest in any coffee shop or family style restaurant business or any other business in the United States which would be in competition with the business of the Restaurant, the Company, or any subsidiary, franchisee or affiliate thereof, without the prior written consent of the Company. This applies to businesses in the United States which are of the same type as Denny's, as reasonably determined by Company, not just businesses which actually compete with the Restaurant or any specific Denny's. In addition, Franchisee covenants that, except as otherwise approved in writing by the Company, neither Franchisee nor any Guarantor will, for a continuous, uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for itself, or through or on behalf of, or in conjunction with any person, partnership or corporation, own, operate, control, or have any financial interest in any coffee shop or family style restaurant business which is substantially similar to the franchised business and which is located within a radius of fifteen (15) miles of the Restaurant. The foregoing will not apply to operation of a Denny's restaurant by Franchisee or any Guarantor pursuant to a franchise agreement with the Company, or to ownership by Franchisee or any Guarantor of less than five percent (5%) of the issued or outstanding stock of any company whose shares are listed for trading on any public exchange or on the over-the-counter market so long as neither Franchisee nor any Guarantor controls any such company.

This non-compete provision applies to the Franchisee, any Guarantor, and their respective spouses, as well as to children of any Franchisee or Guarantor if such child: (a) owns any portion of Franchisee or the Restaurant; (b) works in the Restaurant or is employed by Franchisee; or (c) has access to any Confidential Information. If a Franchisee or Guarantor completely divests its interest in Denny’s franchised restaurants in accordance with Section 17 to an approved buyer, then this non-compete provision will no longer apply to such persons and their family members.

20.6 If a court of competent jurisdiction determines that any provision of this Section 20 is invalid or unenforceable, this Agreement will not be void, but such provision will be limited to the extent necessary to make it valid and enforceable.

21. MISCELLANEOUS PROVISIONS

21.1 Corporate Franchisees. If Franchisee is comprised of more than one person, firm or corporation, Franchisee's rights, privileges, interests, obligations and liabilities under this Agreement will be joint and several with respect to such persons, firms or corporations.

21.2 Personal Guarantee. If Franchisee is a legal entity, the Company may require, as a condition to the effectiveness hereof, the written guarantee and assumption of Franchisee's obligations hereunder by the principal officers, members, Designated Operators, directors, any or all shareholders or trustees, or some other natural persons associated with Franchisee (each such individual, a “Guarantor”). The Company may accept another suitable credit assurance and arrangements with approved individual operators if Franchisee is a publicly traded corporation at the execution of this Agreement.

21.3 Notices. All notices and other communications required under this Agreement will be in writing and will be served personally on, will be delivered by overnight courier to, or will be sent by certified United States mail to, the party to be charged with receipt thereof. Notices and other communications sent by mail will be deemed given forty-eight (48) hours after deposit of such notice or communication in a United States post office with postage prepaid and duly addressed to the party to whom such notice or communication is directed. The address for the Company will be: 203 East Main Street, Spartanburg, SC 29319; Attention: Vice President of Franchise Development, and the address for the Franchisee will be set forth on the signature page to this Agreement. The Company or Franchisee may from time to time change its address for purposes of this Section by giving a written notice of such change to the other party in this manner.

21.4 No Waiver. The receipt and acceptance by either party of any payment, delinquent or otherwise, will not constitute a waiver of any default. No party's delay or omission in the exercise of any right or remedy upon any default by the other party will impair such right or remedy or be construed as a waiver of any term, covenant or condition of this Agreement to be performed by the other party. Any waiver must be in writing and will be strictly construed and limited to its express terms. The Company's consent to or approval of any act or conduct of Franchisee will not waive or render unnecessary the Company's consent to or approval of any subsequent act or conduct.

21.5 Condemnation. The term "condemnation" as used in this Section will mean the exercise of the power of eminent domain by any government official, entity, body, agency or authority, or private transfer in lieu thereof, and the "date of condemnation" will mean the date of actual physical taking of possession pursuant to the exercise of said power of eminent domain or private transfer in lieu thereof, or the date of settlement or compromise of the claims of the parties thereto during the pendency of the exercise of said power, whichever first occurs. If all or a part of the Restaurant is taken by condemnation, the Company may, at its option, terminate this Agreement effective on the date of condemnation.

21.6 Entire Agreement. The provisions of this Agreement are intended by the parties to be a complete and exclusive expression of their agreement and may not be contradicted by any other statement or understanding between the parties over the subject matter hereunder. Furthermore, this Agreement may not be amended or modified except by a written agreement signed by the parties. Nothing in this Agreement is intended to disclaim the representations the Company made in the franchise disclosure document that the Company furnished to Franchisee.

21.7 Any and all claims arising out of this Agreement or the relationship among the parties must be made by Franchisee by written notice to the Company within twelve (12) months from the occurrence of the facts giving rise to such claim, except to the extent any applicable law or statute provides for a shorter period of time to bring a claim. Failure of Franchisee to give written notice within such time will waive any default arising under this Agreement and will preclude Franchisee's exercise or enforcement of any right or remedy arising therefrom.

21.8 If either party brings any action against the other arising out of or in connection with this Agreement or the enforcement thereof, or by reason of the breach of any term, covenant or condition of this Agreement on the part of either party, or including such matters and other claims, then in any such event the prevailing party will be reimbursed by the losing party for all costs and expenses, including reasonable attorneys' fees for the services rendered to such prevailing party. Notwithstanding the foregoing, if Company incurs expenses in connection with Franchisee's failure to comply with this Agreement, including, but not limited to legal and accounting fees, Franchisee will reimburse Company for any such costs and expenses which Company incurs.

21.9 This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina. The parties agree that any action brought by either party against the other in any court, whether federal or state, will be brought within the State of South Carolina. Franchisee hereby waives any right to demand or have trial by jury in any action relating to this Agreement in which the Company is a party. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement. Any prohibition against or unenforceability of any provision of this Agreement in any jurisdiction, including the state whose law governs this Agreement, will not invalidate the provision or render it unenforceable in any other jurisdiction. To the extent permitted by applicable law, Franchisee waives any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect.

21.10 Except with respect to Franchisee's obligation to indemnify the Company pursuant to Section 9.3 of this Agreement and with respect to the damages in Section 19.3, the parties waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special, incidental or consequential damages including lost profits (however characterized) against the other and they agree that, in the event of a dispute between them, the party making a claim will be limited to recovery of any direct or general damages it sustains.

21.11 Franchisee recognizes the unique value and secondary meaning attached to the Denny's System, the Denny's Marks, the Confidential Information and the associated standards of operation and trade practices, and Franchisee agrees that any noncompliance with the terms of this Agreement or any unauthorized or improper use will cause irreparable damage to the Company and its franchisees. Franchisee therefore agrees that if it should engage in any such unauthorized or improper use, during or after the term of this Agreement, the Company will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

21.12 No Security Interest. Franchisee will grant no security interest in any of the tangible assets of the franchised business, including the furniture, fixtures and equipment located in the Restaurant, unless the secured party agrees that in the event of any default by Franchisee under any documents relating to such security interests, that the Company will have the right and option to purchase the rights of the secured party in any such assets upon the payment of all sums then due such secured party. The terms of this Section 21.13 will in no way relate to any interests in, under, or to this Agreement or any rights or obligations hereunder, and any such interest, including any security interest, will be assigned or granted, only in accordance with Section 17 of this Agreement.

21.13 Reservation of Rights. Franchisee expressly acknowledges and agrees that the franchise is non-exclusive; that the franchise granted herein is only for the Restaurant; and that Franchisee is not granted any area, market or protected territorial rights. The Company and its affiliates retain the right, among others, in any manner and on any terms and conditions that the Company deems advisable, and without granting Franchisee any rights therein:

a. To own, acquire, establish, or operate, and license others to establish and operate, a Denny’s Restaurant, at any location;

b. To own, acquire, establish or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, whether such businesses are the same, similar, or different from the Restaurant, at any location;

c. To sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products or services which bear any proprietary marks, including the Denny's Marks, at any location; and

d. To open and operate either full-service or new or modified concept Denny's restaurants or franchise or license others to open and operate either full-service or new or modified concept Denny's restaurants, at all universities, colleges, hospitals, municipal facilities, public transportation facilities, travel plazas, enclosed shopping malls, and similar locations of a "non-standard" nature, regardless of proximity to another Denny's.

Notwithstanding the foregoing, Company has an established an impact policy to protect the Denny’s brand. Such impact policy may vary from time to time as the Company evaluates the brand’s business model.

21.14 Binding Agreement. This Agreement will be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

21.15 Any invalidity of any portion of this Agreement will not affect the validity of the remaining portion. Unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement will continue in effect.

21.16 The presentation of this Agreement to Franchisee in not an offer, and this Agreement will not be binding upon the Company unless and until it is signed and delivered by an authorized officer of the Company.

21.17 Third Party Beneficiaries. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement, and no third party will have the right to claim the benefit of any provision hereof as a third-party beneficiary of any such provision. However, any provision benefiting the Company will likewise benefit its affiliates, to the extent of their interests in the Denny's System.

21.18 Anti-Corruption. Franchisee represents, covenants, and warrants to Company that:

a. Prior to and during the Term, Franchisee and each of its principals, employees, representatives or agents acting on its behalf, has not, directly or indirectly, offered, made or promised to make, authorized or given, and will not in the future offer, make or promise to make, authorize or give, any payment of funds or anything of value to any person in violation of all laws, rules, and regulations of any jurisdiction applicable to Franchisee from time to time concerning or relating to bribery or corruption ("Anti-Corruption Laws"), including with the intent to (i) influence any act or decision of any (1) elected and unelected officials, employees, agents, advisors and representatives of any branch or agency of government (i.e., local, regional, and national, and legislative, administrative, judicial, and executive branches); (2) directors, officers, employees, representatives and agents of government-owned or controlled companies, even if the companies are only partially owned or controlled by the government and the company acts like a commercial entity; (3) political parties, party officials and candidates for office; and (4) officers, employees, representatives and agents of public international organizations ("Government Official") in his or her official capacity, (ii) induce the Government Official to do or omit to do any act in violation of his or her lawful duty, (iii) secure any improper advantage, or (iv) induce a Government Official to use his or her position improperly to affect any act or decision of a government authority, in any way connected with this Agreement. Franchisee warrants and represents that no Government Official is or will be during the Term directly or indirectly an owner or investor in Franchisee and that no Government Official has or will have during the Term any financial interest, directly or indirectly, in the contractual relationship established by this Agreement. Franchisee will maintain accurate and complete accounting and other financial and business records related to this Agreement.

b. Neither Franchisee, any principal, nor any executive officer of Franchisee or any Affiliate is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals," "Blocked Persons" or similar lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts available at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information); (2) neither Franchisee nor any principal is directly or indirectly owned or controlled by the government or any country that is subject to a United States embargo; (3) neither Franchisee nor any principal acts or will act directly or indirectly on behalf of the government of any country that is subject to a United States embargo; and (4) neither Franchisee nor any of its principals or executive officers has violated, and Franchisee will not violate, and will cause all principals and their respective executive officers not to violate the U.S. Patriot Act (Public Law 107- 56), U.S. Executive Order 13224 (text available at https://www.epic.org/privacy/terrorism/hr3162.html), and any similar applicable law prohibiting money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government ("Anti-Terrorism Laws").

c. Franchisee will notify Company in writing immediately (i) of the occurrence of any event which renders the foregoing representations, covenants, and warranties of this Section 21.18 false, inaccurate or misleading or which constitutes a breach of any of the covenants of this Section 21.18; or (ii) if Franchisee or any of its principals, employees, representatives or agents violates Anti-Corruption Laws or Anti-Terrorism Laws or becomes subject to any internal investigation or investigation by a government authority involving the possible violation of Anti-Corruption Laws or Anti-Terrorism Laws during the Term.

Franchisee hereby agrees to defend, indemnify, and hold harmless Company from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

21.19 Effective Date. This Agreement will be effective as of the date it is executed by the Company.

21.20 Business Judgement. Notwithstanding any contrary provisions contained in this Agreement, Company and Franchisee acknowledge and agree that (a) this Agreement, and other agreements related hereto and thereto, and the relationship of the parties hereto which arise herefrom and therefrom, grants Company the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's explicit rights and obligations hereunder that may affect favorably or adversely Franchisee's interests; (b) Company will use its business judgment in exercising such discretion based on Company's assessment of Company's own interests and balancing those interests against the interests of Denny's restaurants generally (including Denny's restaurants operated by Company, its affiliates, or other developers or franchisees), and specifically without considering Franchisee's individual interests or the individual interests of any other particular franchisee; (c) Company will have no liability to Franchisee for the exercise of Company's discretion in this manner and (d) even if Company has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification, no trier of fact in any legal action will substitute its judgment for Company's judgment so exercised and such action or decision will not be subject to challenge for abuse of discretion. IF COMPANY TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN COMPANY'S DISCRETION OR AT ITS OPTION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND COMPANY'S ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES HERETO EXPRESSLY DIRECT THE TRIER OF FACT THAT COMPANY'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF COMPANY'S DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF COMPANY'S DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR COMPANY'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

[Signature page follows.]

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the parties as of the date first set forth below.

THE COMPANY:

DFO, LLC
a Delaware limited liability company

By: Denny's, Inc.
Its: Sole Member

By: ___________________________
Its: ___________________________

Date:__________________________

FRANCHISEE:

____

By:________________________
Its: ________________________
Address for Notices: __________
____

The following person is approved by the Company as the Designated Operator for the Franchisee at this location. The Designated Operator and Franchisee acknowledge that the Designated Operator currently satisfies and must continue to satisfy throughout the Term all requirements of this Agreement.

____
Name:

EXHIBIT C-1

NEW PRODUCT OFFERING ADDENDUM

NEW PRODUCT OFFERING PROGRAM
ADDENDUM TO FRANCHISE AGREEMENT(S)

THIS NEW PRODUCT OFFERING PROGRAM ADDENDUM TO FRANCHISE AGREEMENT(S) (this "Addendum") dated as of   (the "Effective Date"), is entered into by and between DFO, LLC, a Delaware limited liability ("Franchisor"), and   ("Franchisee"). The term "Parties" shall be deemed to mean, collectively, Franchisor and Franchisee.

RECITALS

A. Franchisor and Franchisee are parties to the certain franchise agreement(s) more particularly described on Schedule 1 attached hereto and made a part hereof for all purposes (collectively and as previously amended, the "Franchise Agreements"), under and pursuant to which Franchisee operates Denny's restaurant(s) referenced therein (each, individually being a "Restaurant", and all collectively being the "Restaurants");

B. Franchisor has developed a new product offering that is currently sold under a distinctive and proprietary operating system ("Program System") and marks separate and apart from the existing Denny's System and Denny's Marks only via a third-party delivery platform (the "New Product Offering");

C. Franchisor would like to offer to Franchisee the ability to sell the New Product Offering from its Restaurants via the new product offering program further described below (the "New Product Offering Program");

D. Franchisee desires to participate in the New Product Offering Program; and

E. Franchisor and Franchisee desire to supplement certain provisions of the Franchise Agreements to address Franchisee's participation in the New Product Offering Program upon the terms and conditions set forth in this Addendum.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals and Capitalized Terms. The Recitals set forth above are hereby made a part of this Addendum. Capitalized terms used in this Addendum shall have the meanings ascribed to such terms in the Franchise Agreements, unless otherwise expressly defined herein.

2. New Product Offering Program. The New Product Offering Program being offered to Franchisee is described in the New Product Offering Program term sheet attached to this Addendum as Schedule 2 (the "Term Sheet"). Franchisee acknowledges and agrees that Franchisee's participation in the New Product Offering Program is subject to the same terms and conditions as the Franchise Agreements unless otherwise described in the Term Sheet.

3. License to New Product Offering, Program System and Program Marks. Franchisor hereby grants Franchisee a non-exclusive and limited license to participate in the New Product Offering under the Program System and the marks specified in Schedule 3 ("Program Marks") (which Program System and Program Marks may be modified from time to time by Franchisor), for the Term solely to promote and sell the New Product Offering Program as set forth in this Addendum. Franchisee will not use the Program System or

the Program Marks in any manner except as permitted by the terms of this Agreement, for the purposes established by the terms of this Agreement, and in accordance with all applicable laws, and any brand guidelines provided to Franchisee by Franchisor relating to the Program System and the Program Marks. For purposes of this Addendum, the Program System and the Program Marks constitute the Denny's System and Denny's Marks respectively, and Franchisee's use of the Program System and Program Marks is governed by the terms of the Franchise Agreement and other provisions of the Franchise Agreement related to the Denny's System and Denny's Marks, unless specifically addressed in this Addendum. Notwithstanding the foregoing, Franchisee will not use any Denny's Marks, except the Program Marks, in connection with the New Product Offering Program unless authorized by Franchisor in writing.

4. Franchisee's Participation in the New Product Offering Program. Franchisee acknowledges that participation in the New Product Offering Program is not mandatory, and Franchisee has chosen voluntarily to participate in the New Product Offering Program. Franchisee will only participate in the New Product Offering Program from the Restaurant(s) listed in Schedule 1. By executing this Addendum, Franchisee has confirmed its intent and desire to participate in the New Product Offering Program on the terms and conditions provided for herein. For the avoidance of doubt, Franchisee will comply with the specifications, standards and terms related to suppliers and supplies in the Franchise Agreement, the Manuals and as Franchisor prescribes in writing. Franchisee will also comply with the specifications, standards and terms related to the New Product Offering as described on the Term Sheet.

5. Program System Modifications. Franchisee acknowledges and agrees that from time to time hereafter Franchisor may change or modify the Program System as Franchisor deems appropriate, including to reflect the changing market and/or to meet new and changing consumer demands, and that variations and additions to the Program System may be required from time to time to preserve and enhance the public image of the Program System and operations of Franchisor. Franchisor's changes to the Program System may include the adoption and use of new or modified products or services and/or new techniques and methodologies relating to the New Product Offering Program, and/or new trademarks, service marks and copyrighted materials. Franchisee will, upon reasonable notice, accept, implement, use and display in the participation of the New Product Offering Program changes in the Program System, as if they were part of this Agreement at the time of execution hereof, at Franchisee's sole expense. Additionally, Franchisor reserves the right, at its option, to vary the standards throughout the Program System, as well as the services and assistance that Franchisor may provide to some franchisees based upon the peculiarities of a particular site or circumstance, existing business practices, or other factors that Franchisor deems to be important to the franchisees' participation in the New Product Offering Program, or the Program System. Franchisee shall have no recourse against Franchisor on account of any variation to any franchisee and shall not be entitled to require Franchisor to provide Franchisee with a like or similar variation hereunder.

6. Term of New Product Offering Program Participation. This Addendum will be effective as of the date hereof and continue until terminated by Franchisor or Franchisee as provided in Sections 8 or 9 below (the "Term").

7. No Territory Rights. Franchisee acknowledges that its rights under this Addendum are non-exclusive, and, except for those specific protections provided in the Franchise Agreement, Franchisee will have no territorial rights or protection with respect to the New Product Offering.

8. Termination of the New Product Offering Program by Franchisor. Franchisee acknowledges and agrees that Franchisor may: (i) discontinue the New Product Offering Program and/or (ii) terminate Franchisee's participation in the New Product Offering Program at any or all of the Restaurants at any time at Franchisor's sole discretion, by giving Franchisee thirty (30) days prior written notice; provided that with respect to the termination of any Franchise Agreement, such termination of this Addendum with respect to the New Product Offering would be effective immediately upon notice.

9. Termination of Franchisee's Participation in the New Product Offering Program. After the first anniversary of the date on which the first Restaurant begins offering the New Product Offering, Franchisee may elect to discontinue its participation in the New Product Offering Program at any of its

Restaurants for any reason by giving Franchisor thirty (30) days written notice, which such notice will identify which Restaurant(s) will discontinue participation.

10. Effect of Termination by Either Party. Upon discontinuation of the New Product Offering Program and/or termination of Franchisee's participation in the New Product Offering Program pursuant to Sections 8 or 9 above, this Addendum will be terminated, and Franchisee must immediately cease using the Program System, Program Marks and offering and selling the New Product Offering in any manner.

11. Confidentiality; Publicity. All material and information supplied hereunder as the result of the New Product Offering Program contemplated by this Addendum, including the, terms and conditions of this Addendum and any information pertaining to the New Product Offering Program that may be provided by Franchisor (including information concerning commission rates, marketing plans, operating procedures, business plans, financial results) whether or not designated as "confidential" or "proprietary" are deemed to be Confidential Information and are subject to the obligations set forth in the Franchise Agreements with respect to Confidential Information. Franchisee will not publicly disclose or promote that Franchisor or any affiliate is the owner of the New Product Offering, the Program Marks or that the New Product Offering is made in, delivered from, or is in any way associated with, Denny's restaurants, unless agreed upon in writing by Franchisor, except with respect to disclosures necessary for operation of the delivery services contemplated by the Addendum and as expressly authorized by Franchisor in writing. Franchisee's use of the Program Marks is strictly limited to the New Product Offering under the terms and conditions of this Addendum, and Franchisee is prohibited from using or referring to the Program Marks in any manner not expressly authorized in writing by Franchisor.

12. Franchisee's Obligations. The New Product Offering Program is a new and unproven method of operation for the Denny's System that may include certain new equipment, food, logos, configurations, systems, and/or technology solutions (including, without limitation, hardware, software, and firmware). The actual costs, expenses, and financial and operational impact of the New Product Offering Program and the required components thereof have not yet been determined. Participation in the New Product Offering Program entails financial, operational and other risks that Franchisee agrees to assume. There is no assurance or guarantee as to the profitability or success of participation in the New Product Offering Program, and Franchisor makes no representation of any kind in this regard. Franchisee agrees that:

a. Franchisee's participation in the New Product Offering Program will be in strict conformity with the Franchise Agreement, the Manuals, and other specifications, standards and terms Franchisor prescribes;

b. Franchisee will fully implement all of the equipment and operational components necessary for participation in the New Product Offering Program. Franchisee agrees that any proposed deviation from Franchisor's prescribed standards and specifications must be submitted in advance to Franchisor for its review and written approval, which approval may be withheld in Franchisor's sole discretion. Franchisee understands that failure to comply with Franchisor's prescribed specifications, standards and terms without Franchisor's prior written approval may result in a default under this Addendum and/or the Franchise Agreement, and may disqualify Franchisee from further participation in the New Product Offering Program, in addition to any other rights or remedies Franchisor has under the Franchise Agreement and this Addendum; and

c. Franchisee is solely responsible for any and all costs associated with participating in the New Product Offering Program and implementing, installing, maintaining and repairing all required equipment, systems, technology solutions, and other components thereof.

13. Indemnification. Franchisee is solely responsible for, and must indemnify and hold the Indemnified Parties harmless against any and all losses, claims, costs, expenses (including attorneys' fees), damages and liabilities arising out or from or related to, any claims, directly or indirectly, arising out or from or related to Franchisee's participation in the New Product Offering Program.

14. Other Material Terms. This Addendum supplements, but does not otherwise modify the terms of the Franchise Agreements. Collectively, this Addendum and the Franchise Agreements constitute the entire agreement between the Parties as to the New Product Offering Program and for any terms not addressed in this Addendum, the provisions of the Franchise Agreements will apply and control, (including, without limitation, provisions regarding the Manuals, indemnification, inspections, proprietary rights and unfair competition, confidentiality, dispute resolution and damage limitations). The Franchise Agreements will continue to govern the Franchisee's operation of the Restaurants, including its participation in the New Product Offering Program. In the event of any conflict between the terms of this Addendum and the Franchise Agreements, the terms of this Addendum will control if such terms specifically reference the inconsistent provisions of the Franchise Agreements; in all other cases, the terms of the Franchise Agreements will control. There are no other agreements as to the New Product Offering Program, either oral or written. This Addendum will inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. This Addendum may be modified only by a written agreement signed by the parties hereto. The terms of this Addendum have been examined, reviewed, negotiated, and revised by counsel for each Party, and no implication will be drawn against any Party by virtue of the preparation and drafting of this Addendum. This Addendum may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument. Signed facsimile and electronic copies of this Agreement will legally bind the parties to the same extent as original documents. The Parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the intent of this Addendum.

15. Headings. Section and subsection headings in this Addendum are included for convenience of reference only and will not constitute a part of this Addendum for any other purpose or be given any substantive effect.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have duly executed this Addendum as of the Effective Date.

FRANCHISOR:

DFO, LLC, a Delaware limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

FRANCHISEE:

By: ______________________________
Name: ______________________________
Title: ______________________________

Schedule 1 to New Product Offering Addendum

Franchise Agreements and Restaurants

Schedule 2 to New Product Offering Addendum

Term Sheet

1. New Product Offering:

____ Prepare and offer lunch and dinner menu items, including beef burgers, chicken burgers, milkshakes, beverages and other products we designate under the "The Burger Den" trademark for delivery only.

____ Prepare and offer breakfast, lunch and dinner menu items, including handcrafted sandwiches, sides, desserts, beverages and other products we designate under the "The MeltDown" trademark for delivery only.

____ Prepare and offer breakfast, lunch and dinner menu items, including burritos, sides, desserts, beverages and other products we designate under the "Banda Burrito" trademark for delivery only.

2. Technology Requirements: Prior to participation in the New Product Offering Program, Franchisee must meet and maintain the technological requirements specified by Franchisor that are necessary to particiate in the New Product Offering Program. These technological requirements include, among other things, the requirement that your technology directly integrate with the DoorDash, Postmates or UberEats delivery platforms or such other delivery platform selected by Franchisor (each a " Platform" and collectively "Platforms"). Franchisee will pay the fee payable to Olo (currently $10.00 per month) for such integration through Olo Rails.

3. Delivery Provider/Commission Acknowledgement: The New Product Offering Program is only available to guests through a designated Platform. By choosing to participate in the New Product Offering Program, Franchisee agrees that it will exclusively utilize the Platform it designates (including enrollment in such Platform's online subscription services to offer the New Product Offering to guests.) Franchisor has negotiated the commission rates set forth below on behalf of itself and its franchisees for the New Product Offering Program ("Commission Rates"). By signing the Addendum, Franchisee hereby consents to Franchisor's activation of Franchisee's participation in the New Product Offering Program on the designated Platform. Franchisee will address any and all issues regarding accounting, functionality or performance directly with the Platform's support services center and acknowledges that Franchisor will not be financially liable for any problems, delays or other disruptive occurrences with a Platform that may arise through Franchisee's participation in the New Product Offering Program (e.g., refunds as a result of internet outages, interruptions or driver failures). The current average Commission Rates for the New Product Offering are:

a. DoorDash 17.9% or 15.79%[1]

b. UberEATS 24.0%

c. Grubhub 17.8% plus $0.30 per transaction

Such rates are subject to change by Franchisor upon written notice; provided that Commission Rates will apply equally to the Franchisor's or its affiliates' participation in the New Product Offering and to Franchisees.

4. Manual; Brand Standards: Franchisee will continue to follow the brand and operating standards as promulgated in the Manuals and acknowledges that such standards will apply to the New Product Offering. Franchisee will comply with any additional protocols related to the New Product Offering (including, but not limited to, recipes, pricing, packaging, and marketing) communicated in writing to

[1] The current Commission Rate is 17.9% for DoorDash regular marketplace and 21.29% for Dashpass. The weighted average Commission Rate is approximately 17.9%.

Franchisee by Franchisor as may be supplemented by Franchisor from time-to-time. For the avoidance of doubt, Franchisee may not offer the New Product Offering for sale from or in the Restaurant without Franchisor's prior written consent. Franchisor reserves the right to change how the New Product Offering may be sold at Franchisor's sole option. Franchisee acknowledges and agrees that Franchisor will have sole authority and discretion for determining the prices of the New Product Offering, subject to applicable law, as Franchisor may designate in writing from time to time.

5. Weekly Fee: Franchisee will pay Franchisor a Weekly Fee of seven and one–half percent (7.5%) of gross sales (as defined in the Franchise Agreement) on all revenues generated under the New Product Offering Program. For the avoidance of doubt and notwithstanding anything to the contrary in the definition of gross sales in the Franchise Agreements, Franchisee acknowledges that no commissions or delivery fees may be deducted from gross sales.

6. Advertising/Marketing Requirements:

a. Franchisee is not permitted to create any New Product Offering advertisements or marketing programs without Franchisor's prior written consent. Franchisee will be required to participate in any advertising, marketing and other promotions that Franchisor designates for the New Product Offering, which may include free delivery or other incentives on such terms as Franchisor may establish.

b. Franchisor reserves the right to charge additional fees from time to time upon thirty (30) days' written notice to Franchisee for development of initiatives to support the New Product Offering Program (such as development of a website) so long as such fees supporting such initiatives are proportional to the fees paid by Franchisor or its affiliates' restaurants for the same purpose. Franchisee acknowledges and agrees that any data Franchisor may provide from the designated Platform to Franchisee, whether provided in raw form or processed by Franchisor, will be provided to Franchisee without representation or warranty as to accuracy or completeness and Franchisor is not responsible for any inaccuracies or misstatements.

7. Other Terms: Franchisor will not be responsible for resolving any accounting, data or information technology issues Franchisee may have with the Platform nor will Franchisor be required to work with the Platform to resolve any such issues on behalf of Franchisee.

Schedule 3 to New Product Offering Addendum

Program System and Program Marks

Program System:

_____ The Burger Den

_____ The Melt Down

_____ Banda Burrito

Program Marks

THE BURGER DEN	Class 35	Registration No 6560475 Registration Date November 16, 2021
THE BURGER DEN	Class 43	Registration No. 6335170 Registration Date April 27, 2021
THE MELTDOWN	Class 35	Registration No 6555230 Registration Date November 9, 2021
THE MELTDOWN	Class 43	Registration No 6616653 Registration Date January 11, 2022
BANDA BURRITO	Class 35 and Class 43	Serial No. 97596919 Application Filing Date September 22, 2022 Notice of Allowance February 4, 2025

EXHIBIT D

SUCCESSOR FRANCHISE AGREEMENT

DFO LLC SUCCESSOR FRANCHISE AGREEMENT (EXTENSION)

SUCCESSOR FRANCHISE AGREEMENT (EXTENSION)

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DFO, LLC SUCCESSOR FRANCHISE AGREEMENT

This Franchise Agreement (“Agreement”) is made and entered into as of the date set forth on the signature page below by and between DFO, LLC, a Delaware limited liability company (“Company”), and ____________________ (“Franchisee”).

RECITALS

A. The Company operates nationwide a number of restaurants under the “Denny’s” name and has developed a unique and particular plan of food service operation. The public has acquired a distinct awareness of the identity of the Company's plan, including, for example, menus, general restaurant style and decoration. The public tends to associate such impressions with the Company's name and to rely on such associations.

B. DFO and Franchisee are parties to a certain predecessor franchise agreement dated __________ for the operation of a Denny’s restaurant located at ________________ in the City of __________________, County of ______________, State of ________________ (“Restaurant”). Franchisee desires continue to operate the Restaurant under the Denny's name and to utilize the Company's plan of food service operation, all in accordance with the terms, covenants and conditions of this Agreement, which supersedes the prior franchise agreement as of the date set forth in Section 3.1.

AGREEMENT

1. SCOPE AND PURPOSE OF AGREEMENT

1.1 Purpose and Location. Franchisee desires to continue to operate and manage the Denny's Restaurant. The Company owns the trademark, service mark and trade name “Denny’s” and other related trademarks, service marks, trade names, copyrights, labels, designs, symbols and distinctive logotypes (the “Denny's Marks”). The Company has a unique and particular plan for the operation of family style restaurants including, but not limited to the Denny's Marks, operations manuals, food service standards manuals, policies, standards, procedures, employee uniforms, signs, menus, marketing program and related items, and the reputation and goodwill of the Company's chain of restaurants (the “Denny's System”). The Company desires to have the Restaurant operated as a Denny's restaurant utilizing the Denny's System and the Denny's Marks. Therefore, in entering into this Agreement, Franchisee fully understands and agrees that this Agreement is conditioned upon the continued strict adherence by Franchisee to all standards, policies, procedures and requirements published or which may from time to time be published or otherwise brought to Franchisee's attention by the Company for the operation, maintenance or improvement of Denny's restaurants under the Denny's System and the Denny's Marks. Franchisee understands and agrees that strict adherence to these standards, policies, procedures and requirements is essential to the value of the Denny's System and the Denny's Marks.

1.2 Grant of Franchise Rights. In consideration of the foregoing representations and agreements of Franchisee and other consideration as set forth herein, and subject to all of the terms, covenants and conditions of this Agreement, the Company hereby grants to Franchisee, and Franchisee hereby accepts from the Company, the right and franchise to continue to operate the Restaurant at the location described above. This franchise is for a specific location and may not be transferred to any other location.

1.3 Independent Contractor Status. It is expressly understood and agreed that Franchisee is not for any purpose an employee, fiduciary or agent of the Company, and that all of the personnel employed by Franchisee at the Restaurant will be employees or agents of Franchisee as an independent contractor and will not be employees or agents of the Company. At no time will the Company have any right of control over Franchisee’s employees. Franchisee understands and agrees that, as an independent contractor, it does not have the authority to do anything for or on behalf of the Company including, but not limited to holding itself out as the Company; signing contracts, notes or other instruments; purchasing, acquiring or disposing of any property; or incurring any other obligation or liability. Neither Party has any fiduciary duty to the other. Franchisee understands that it alone is responsible not only for following the Denny's System as set forth in the Manuals, but also for the day-to-day operation of its individual Restaurant in accordance with the Denny's System standards. Franchisee is solely responsible for the control of its personnel in the daily operation of the Restaurant, as well as the safety and security of the Restaurant, its personnel and guests.

2. THE DENNY'S MARKS

2.1 License to Use the Denny's Marks. The Company grants to Franchisee, upon the terms, covenants and conditions contained herein, and during the effective term hereof, the right to display and use the Denny's Marks including, but not limited to the trademark and name "Denny's" as well as such other trade names, trademarks, service marks, logotypes, labels, designs and other identifying symbols and names pertaining thereto as are now designated (and may hereafter be designated by the Company in writing), but only for use in connection with retail sales and service of food to the general public in and at the Restaurant. Nothing contained herein will be construed as authorizing or permitting Franchisee to use the Denny's Marks or the Denny's System at any other location or for any other purpose. Nothing contained herein will give Franchisee any right, title or interest in or to any of the Denny's Marks excepting only the privilege and license, during the effective term hereof, to display and use the same according to the fore-going limitations. Upon expiration or termination of this Agreement for any reason, Franchisee will promptly deliver and surrender up to the Company all items bearing or containing any of the Denny's Marks. Any and all goodwill arising in connection with Franchisee's use of the Denny's Marks and the Denny's System of restaurant operation, including operation prior to the Commencement Date, will belong to the Company.

2.2 Restrictions on Use. Franchisee is prohibited from using the Denny's Marks for any purpose outside that of the operation of the Denny's restaurant. This prohibition includes, but is not limited to, the use of the Denny's Marks on the Internet and websites.

2.3 Business Name and Signage Requirements. Franchisee agrees that the business franchised hereunder will be named "Denny's" without any suffix or prefix attached thereto. Franchisee will use signs and other advertising which denote that the Restaurant is named "Denny's" and which are ap-proved by the Company in advance. If Franchisee operates the Restaurant through a legal entity, the name of such entity will not contain any of the Denny's Marks.

2.4 Permitted Business Activities. Franchisee agrees that the business franchised here-under is for the purpose of operating a Denny's family-style restaurant. Franchisee will not operate any ancillary businesses (secondary business other than a family-style restaurant), products or services in or at the Restaurant. .

2.5 Use of Other Marks or Trade Names. Except as the Company may otherwise permit in writing, Franchisee will not display or use the trademark, trade name, service mark, logotypes, label, design or other identifying symbol or name of any other business, person, firm or corporation in, on or at the Restaurant.

2.6 Independent Ownership Disclosure. Franchisee agrees that in all public records, in its relationship with other persons or companies, and in any disclosure document, prospectus or similar document, Franchisee will indicate clearly that Franchisee's business is independently owned and that the operations of said business are separate and distinct from the operation of the Company's business.

2.7 Prohibited Use of Marks on Employment Documents. Franchisee is prohibited from using the Denny's Marks on any employment documents including but not limited to any job applications, handbooks or employment policies.

2.8 Restrictions on Vending and Other Machines. Franchisee agrees that no cigarette machine, video game machine, public telephone, automatic teller machine or other type of vending machine or device will be installed in the Restaurant without the written approval of the Company.

3. TERM

3.1 Term. The term of this Agreement will be for a period of ten (10) [eleven (11)] [twenty (20)] [twenty-one (21)] years commencing on ____________________ ("Commencement Date"), unless sooner terminated by the Company as provided for in this Agreement ("Term"). However, if the term of Franchisee's lease or sublease, if any, for the Restaurant site, including any option periods contained in said lease or sublease which are exercised by Franchisee, is for less than ten (10) [eleven (11)] [twenty (20)] [twenty-one (21)] years, then Franchisee has a good faith obligation to exercise any option periods in said lease or sublease, and the franchise will be for a term identical to the term of Franchisee's lease or sublease, but will in no event extend beyond ten [eleven] [twenty] [twenty-one] years from the Commencement Date. Upon expiration or earlier termination of this Agreement Franchisee will have no right or option to extend the Term of the franchise granted in this Agreement.

3.2 Offset Program. Franchisee may request permission to relocate a Restaurant to a new building built in an approved type in the same trade area. The proposal will be subject to the process in place at that time for approving a new restaurant, including without limitation encroachment impact. Upon approval and completion of construction, Franchisee has the right to close the original Restaurant and move the Denny's to the new location. In addition to the foregoing terms, to qualify for the Offset Program, Franchisee must:

a. Identify and have a site approved for the replacement restaurant no later than two (2) years from the Opening Date;

b. Open the Offset Restaurant no later than three (3) years from the Opening Date; and

c. Not have the original and Offset Restaurants open at the same time. If the Company deems any down time between closing and opening to be too long, Company may impose requirements such as training as conditions to reopening.

4. LEASE REQUIREMENTS

4.1 If Franchisee has obtained the site for the Restaurant other than from the Company or its affiliates, then Franchisee will lease directly or purchase, as the case may be, the Restaurant site. The Company will have no liability under any such direct lease or purchase agreement. Franchisee will provide to the Company a copy of any lease and will include in any such direct lease the following terms and conditions:

(i) The premises will be used only for the operation of the business franchised hereunder, the operation of a Denny's restaurant;

(ii) The landlord consents to Franchisee's use of the premises as a Denny's restaurant and such restaurant will be open for business twenty-four (24) hours a day and seven (7) days a week;

(iii) The landlord agrees to furnish the Company with copies of any and all letters and notices sent to Franchisee, including notices of default, if any, pertaining to the lease and the premises, at the same time that such letters and notices are sent to Franchisee;

(iv) Franchisee may not sublease or assign all or any part of its occupancy rights in the premises;

(v) The Company will have the right to enter the premises to make any modifications necessary to protect the Denny's Marks and related proprietary rights or to cure any default under the lease or under this Agreement; and

(vi) The Company will have the right, at its sole option and without any obligation whatsoever to do so, to assume Franchisee's occupancy rights under the lease for the remainder of its term upon Franchisee's default or termination under such lease or under this Agreement.

5. IMPROVEMENTS, FIXTURES AND EQUIPMENT

5.1 Applicability to Franchisee-Developed Restaurants. This Section 5 will apply to the reconstructing, remodeling or other changes necessary to conform the site to the requirements set forth in this Section or as provided and updated by the Company from time to time in accordance with this Section.

5.2 Restaurant Construction or Remodel Requirements. Prior to the execution of this Agreement, the Company performed a walk through of the Restaurant and provided to Franchisee a scope of work for repair, maintenance and replacement of the Restaurant's equipment. As a condition of the Company's execution of this Agreement, Franchisee at its sole expense, will install such signs, fixtures, furniture and equipment in the Restaurant as are required in accordance with the Company's current requirements and specifications for same. Franchisee is responsible for obtaining all zoning classifications and clearances which may be required by state or local laws, ordinances or regulations. Franchisee will obtain all permits and certifications required for the lawful repair, maintenance and replacement work and the operation of the Restaurant from the applicable governmental authorities and submit to the Company a copy of all such required permits and certifications prior to commencing the repair and maintenance of the Restaurant.

5.3 Prototype Plans; Confidentiality. The Company will provide Franchisee upon request with prototype plans and a sample layout for the interior of a typical Denny's Restaurant and a set of typical interior construction, equipment and decor specifications (which will also include any such items provided under prior franchise agreements, "Plans"). At all times, Franchisee will use its best efforts to treat and keep the Plans and the information contained therein as confidential as possible and limit access to the Plans to employees and independent contractors of Franchisee on a need to know basis only. Franchisee acknowledges that the unauthorized use or disclosure of the Company's Plans and the Confidential Information (defined in Section 20.4 below) contained therein will cause irreparable injury to the Company and that damages are not an adequate remedy. Franchisee accordingly covenants that without the Company's prior written consent, Franchisee will not disclose (except to such employees, agents, contractors or subcontractors as must have access to such Plans for the Restaurant) or use, or permit the use of such Plans (except as may be required by applicable law or authorized by this Agreement), or copy, duplicate, record or otherwise reproduce such Plans, in whole or in part, or otherwise make the same available to any person or source not authorized in writing by the Company to receive such Plans or the information contained therein at any time during the Term or thereafter. Any and all information, knowledge and know-how not generally known in the restaurant business about the Company's products, services, standards, specifications, systems or procedures and techniques, and such information or material as the Company may designate as confidential will be deemed confidential for purposes of this Agreement, except any such information which Franchisee can demonstrate legally came to its attention prior to the disclosure thereof by the Company, or which legally is or has become a part of the public domain through publication or communication by others.

5.4 Final Plans and Company Approval. FRANCHISEE WILL SUBMIT TO THE COMPANY A COMPLETE SET OF FINAL PLANS AND SPECIFICATIONS, PRIOR TO COMMENCING

THE REMODELING WORK FOR THE RESTAURANT. To the extent the Company reviews such final plans and specifications, the Company may provide comments on the plans and specifications to Franchisee. Such review and approval by the Company will be limited to items and issues relating to the Denny's System only and are not intended to be a verification or approval of the structure of the building, mechanical systems or document accuracy. Examples of conceptual areas related to the Denny's System include signs, logos, finishes, decor and aesthetics, guest comfort, and ability to serve food within the Company's standard for quality, timeliness and cleanliness. FRANCHISEE WILL NOT COMMENCE THE REMODELING WORK ON THE RESTAURANT UNTIL THE COMPANY APPROVES IN WRITING THE FINAL PLANS AND SPECIFICATIONS TO BE USED IN REMODELING THE RESTAURANT.

5.5 Construction Procedures and Opening Authorization. Franchisee will use a qualified licensed general contractor to perform the remodeling work at the Restaurant. The Company will not be responsible for delays in the equipping or decoration of the Restaurant or for any loss resulting from the Restaurant design or construction. The Company must approve in writing any and all changes in the Restaurant plans relating to the Denny's System as described in Section 5.4 above, prior to the remodeling of the Restaurant or the implementation of such changes. FRANCHISEE WILL PROVIDE WRITTEN NOTICE TO THE COMPANY OF THE DATE UPON WHICH REMODELING OF THE RESTAURANT COMMENCED WITHIN SEVEN (7) DAYS AFTER COMMENCEMENT AND THEREAFTER WILL PROVIDE TO THE COMPANY PROGRESS REPORTS OF THE STATUS OF THE REMODELING WORK SIGNED BY FRANCHISEE'S ARCHITECT OR GENERAL CONTRACTOR. Franchisee's failure to commence the remodeling, equipping and reopening of the Restaurant promptly and with due diligence, will be grounds for the termination of this Agreement. The Company will make a final inspection of the completed Restaurant and may require such corrections and modifications as it deems necessary to bring the Restaurant into compliance with approved final plans and specifications. FRANCHISEE WILL NOTIFY THE COMPANY OF THE DATE OF COMPLETION OF REMODELING. Franchisee will also furnish to the Company:

a. Upon request, a letter from a licensed architect indicating that the Restaurant has been remodeled in substantial conformance with the approved final plans and specifications, including any changes thereto approved by the Company, and in accordance with all applicable federal, state and local governmental laws, statutes and ordinances regulating such construction including, without limitation, building, fire, health and safety codes; and

b. An unconditional final Certificate of Occupancy issued by the applicable local governmental entity.

5.6 Signs, Fixtures, Furniture and Equipment. Franchisee will provide all required signs, fixtures, furniture and equipment for the Restaurant at Franchisee's sole expense. Franchisee will have the right to select manufacturers and suppliers and purchase the required signs, fixtures, furniture and equipment from any source provided that the items to be purchased are in strict accordance with the specifications of the Company.

5.7 Contractor Responsibility and Indemnification. Franchisee is solely responsible for the acts or omissions of its contractors regarding compliance with all of the provisions of this Section 5 and the Company will have no responsibility for such acts or omissions. The Company will not be liable for any loss or damage arising from the design or plan of the Restaurant, by reason of its approval of plans and specifications or otherwise. Franchisee will indemnify the Company for any loss, cost or expense, including attorneys' fees that may be sustained by the Company because of the acts or omissions of Franchisee's contractors or arising out of the design, construction or remodeling of the Restaurant.

5.8 Computer System. Franchisee will purchase, use, and maintain certain brands, types, makes, and/or models of communications equipment, computer systems, Internet-connected devices, and hardware, including without limitation: (a) back office and point of sale systems; (b) electronic payment devices, printers, and other peripheral hardware; (c) archival back-up systems; and (d) network connectivity devices; (the “Computer System”). At Company’s request, Franchisee will purchase or lease, install, use and thereafter maintain, the Computer System at the Restaurant approved by Company. Company may periodically modify standards for the Computer System, and, if so, Franchisee will comply with the modified standards for, or otherwise acquire, at its cost, the modified Computer System and the computer hardware and software comprising the Computer System within a reasonable time frame not to exceed twenty-four (24) months from the date of notice from Company. Company may, at its sole option, charge Franchisee for any computer usage costs that Company incurs as a result of Franchisee’s use of the Computer System, including but not limited to a systems fee for modifications of and enhancements made to certain computer software that is owned or licensed by Company for use in the operation of the Technology Platform (defined in Section 5.9 below) and/or Computer System (“Proprietary Software”) that Company licenses to Franchisee and other maintenance and support services that Company or its affiliates furnish to Franchisee related to the Computer System. Company shall work with Franchisee to source approved products and upgrades; however, Franchisee will have sole and complete responsibility for the acquisition, operation, maintenance, and upgrading of the Computer System. Nothing herein prevents Franchisee and Company from entering into a separate service agreement for Franchisee’s Computer System under which Company shall perform maintenance and upgrades.

5.9 Standard Enterprise Technology Platform; System Connectivity. Franchisee will purchase, use and maintain the computerized point of sale cash collection system (including all related hardware and software) that Company requires or otherwise approves in writing for use in connection with the operation of the Restaurant (“Technology Platform”). Franchisees using the Technology Platform will pay $55 per week for technology support. The Technology Platform must be connected to a communications medium approved by Company at all times and be capable of accessing the Internet via a designated third-party network for the purpose of implementing software, transmitting and receiving data, accessing the Internet for ordering, and maintaining the Technology Platform. Upon notice from Company, at Franchisee’s cost and expense, the Technology Platform will be electronically linked to Company’s (or its affiliate’s) computer or electronic systems, including any third-party computer or electronic system to which Franchisee may be given access (“Intranet”). Franchisee will provide Company access to any Technology Platform information, at such times and in such manner as established by Company, with or without notice, to retrieve such transaction information, including customer, sales, sales mix, usage, and other operations data as Company deems appropriate. Franchisee will apply for and maintain debit cards, credit cards or other non-cash systems existing or developed in the future as specified by Company. Company, as business conditions warrant, may require Franchisee to periodically update, upgrade or replace the Technology Platform, including hardware and/or software.

5.10 Proprietary Software. If Company designates Proprietary Software, Franchisee will, at Company’s written request, license or sublicense such software from Company or its designee and enter into a software (sub)license agreement on Company’s or such designee’s then-current form. Franchisee will purchase any periodic upgrades, enhancements or replacements to the Proprietary Software at Franchisee’s sole cost and expense. Company will provide to Franchisee support services relating to the Proprietary Software as Company deems advisable at a reasonable charge, pursuant to the terms of the Standard Enterprise Technology Platform Agreement. Franchisee must incorporate any or all required modifications or additions within a reasonable time frame not to exceed twenty-four (24) months after receiving notice from Company, unless a longer time period is stated in such notice.

5.11 Intranet. Company may, at its option, establish and maintain an Intranet through which Company and Franchisee may communicate with each other. Company will have control over all aspects of the Intranet, including the content and functionality thereof. At Company’s option, Company may post, update and disseminate the Manuals and other Confidential Information through the Intranet. Any passwords or other digital identifications necessary to access the Manuals on the Intranet will be deemed to be part of Confidential Information. If established, Franchisee will have the mere privilege to use the Intranet, subject to Franchisee’s strict compliance with the standards. Franchisee acknowledges that the Intranet facility and all communications that are posted or to be posted to it will become Company’s sole property, free of claims of privacy or privilege that Franchisee or any other Person may assert. If established, Company will have no obligation to maintain the Intranet indefinitely and may dismantle it at any time without liability to Franchisee.

5.12 System Access. Franchisee may be provided access to computer or electronic systems (or any substitute therefor), including, but not limited to, any third-party computer or electronic systems authorized by Company. Franchisee will be responsible for all of Franchisee's actions relating to such system, including use of any logon IDs, passwords or other authentication methods provided to Franchisee. All of Franchisee's connectivity or attempted connectivity to Company's computer or electronic systems will be only through Company's security gateways or firewalls. Franchisee will not access and will not permit unauthorized persons or entities within its control to access, Company's computing systems without Company's express written authorization, and any such actual or attempted access will be consistent with any such authorization. Franchisee will comply with Company's systems access requirements and related standards exclusively for the performance pursuant to this Agreement.

5.13 PCI-DSS Compliance. Pursuant to this section and the DFO, LLC and Denny's, Inc. Payment Card Agreement, franchisee's customer payment card data transmits directly to Company's processor without contact with Franchisee. Nevertheless, if ever applicable, Franchisee, its affiliates, and their respective principals will: (i) obtain, maintain and adhere to all applicable standards established by the Payment Card Industry Data Security Standard ("PCI-DSS"); (ii) establish appropriate administrative, technical and physical controls consistent with applicable law and PCI-DSS to preserve the security and confidentiality of any credit card information, in any form whatsoever, that it stores, processes, transmits, or comes in contact with; (iii) promptly notify Company if Franchisee, its affiliates, or any of their respective principals suspects that there is, or has been, a security breach or potential compromise of any such credit card information; (iv) provide Company with updates regarding the status of PCI-DSS, which update may be through a completed PCI AOC (Attestation of Compliance), PCI-DSS SAQ (Self-Assessment Questionnaire) or other method acceptable to Company; and (v) promptly notify Company of any noncompliance with PCI-DSS requirements and comply with remediation actions and a timeline for implementation of such actions required by Company.

5.14 Customer Data and Privacy Obligations. In addition to PCI-DSS data, Customer Data (defined below in this Section 5.14) obtained from, collected on behalf of, and shared with Company and/or its affiliates must be duly protected by Franchisee, its affiliates, and their respective principals. Franchisee, its affiliates, and their respective principals must protect private information and data, including PII (defined below in this Section 5.14), regarding customers, Company, or Company's affiliates with a level of controls proportionate to the sensitivity of the data. Franchisee, its affiliates, and their respective principals must adhere to applicable law with respect to Customer Data, which if compromised, could have a negative impact on Company's image or consumer confidence. Without Company's written consent, which Company may provide or withhold at its sole option, Franchisee, its affiliates, and their respective principals may not share with any third party any Customer Data obtained from, collected on behalf of, and shared with Company or Company's affiliates. "Customer Data" means any information from, about, or relating to customers of the Restaurant that identifies, or can be used to identify, contact, locate, or be traced back to the specific Person to whom such information pertains, or from which identification or contact information of a Person can be derived. Customer Data includes any PII. "PII" means personally identifiable information or personal data regarding a natural person, including, without limitation, a natural person's name, address, phone number, fax number, email address, passport number, financial profile, credit card information, or any other information by which one is reasonably able to personally identify one or more natural persons, or such term is otherwise defined under applicable law.

5.15 Gift Card Program. Franchisee agrees to participate in the Company's system-wide gift card program, except as otherwise approved by the Company for certain non-traditional locations. Franchisee agrees to sell and redeem gift cards in accordance with Company's standards, and agrees to execute and comply with the current version of the Company's gift card program participation agreement required by the Company or its designated service provider. Franchisee must maintain a bank account and authorize automated deposits and withdrawals as required to administer the program, including transfers related to gift cards sold or redeemed by Franchisee and payment of applicable program fees and charges. Franchisee must comply with all requirements of the gift card program, as the Company or its service provider may establish or modify from time to time.

6. FEES, TAXES AND OTHER CHARGES

6.1 Fees. Franchisee agrees to pay to the Company during the Term the following:

a. Successor Franchise Fee. Franchisee will pay to the Company a successor franchise fee of Ten Thousand Dollars ($10,000) [Thirty Thousand Dollars ($30,000)] in the form of a cashier's check or other readily available funds, due and payable upon the execution of this Agreement. Franchisee hereby acknowledges and agrees that the grant of this franchise and the agreements of the Company contained in this Agreement constitute the sole and only consideration for the payment of the successor franchise fee and the successor franchise fee will be fully earned by the Company upon execution of this Agreement. In that regard, upon the payment of the successor franchise fee, it will be deemed fully earned and non-refundable in consideration of the administrative and other expenses incurred by the Company granting this franchise and for the Company's lost or deferred opportunity to franchise to others.

b. Royalty Fee . For use of the Denny's Marks and the availability of Company supplied supervisory, training and other professional personnel, a weekly royalty fee (“Royalty Fee”) of four and one-half percent (4.5%) of Franchisee's weekly gross sales, as defined in Section 7.1.

c. Brand Building Fee. A fee for advertising, public relations and promotion, and for the creation and development of advertising, public relations and promotional campaigns, as described in Section 8.1, in the amount of three percent (3%) of Franchisee's weekly gross sales, as defined in Section 7.1.

d. Standard Enterprise Technology Platform Support Fee. Franchisee will pay to the Company a weekly fee for technology support, if the Franchisee uses of the Standard Enterprise Technology Platform, as described in Section 5.9 hereof.

e. All other fees, costs, expenses, taxes and charges which are from time to time paid by the Company, in its sole discretion and without any obligation to do so, on behalf of Franchisee in connection with products, services, supplies, marketing materials, equipment, goods, materials or inventory furnished to Franchisee by the Company or by any third party, or otherwise, including, but not limited to, amounts paid to vendors, contractors, insurance carriers and any sales, use, transfer or other taxes, assessments or charges paid to governmental agencies arising from the existence, operation or maintenance of the Restaurant. Any payment made by the Company pursuant to this Section will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement.

6.2 Interest/Late Fee on Overdue Amounts. Franchisee agrees to pay interest to the Company on any amounts which may become due to the Company from Franchisee, if such amounts are not paid when due, at the rate of fifteen percent (15%) per annum or the maximum interest rate permitted by law, whichever is less.

6.3 Assumption of Required Payments. Failure by Franchisee to timely remit the weekly payments and the related weekly reports described in Section 7.2 below will result in the assumption that the weekly payments due to Company for any given week where a payment and/or report are not provided by Franchisee are equal to the average of the last two weekly payments received by Company from Franchisee, plus ten percent (10%), plus interest.

7. FINANCIAL REPORTING, BILLING AND PAYMENT

7.1 Gross Sales. The term "gross sales" as used in this Agreement will mean the total revenues derived by Franchisee in and from the Restaurant from all sales of food, goods, wares, merchandise and all services made in, upon, or from the Restaurant whether for cash, check, credit or otherwise, without reserve or deduction for inability or failure to collect the same. Gross sales include, without limitation: (a) sales and services where the orders originate at and are accepted by Franchisee into the Restaurant even if delivery or performance thereof is made from or at any other place, or other similar orders are received or billed at or from the Restaurant; (b) all orders placed outside the Restaurant but prepared in the Restaurant; (c) all amounts received from third party businesses as consideration whether or not tied to specific orders or transactions; and (d) any sums or receipts derived from the sale of meals to employees of the Restaurant. Gross sales will not include rebates or refunds to customers, or the amount of any sales taxes or other similar taxes that Franchisee may be required to and does collect from customers to be paid to any federal, state or local taxing authority.

7.2 Operating, Accounting and Billing Period. The week's operating, accounting and billing period for Franchisee ends each Thursday morning at 7:00 a.m. The quarterly operating, accounting and billing period for Franchisee is a four (4) week month, a four (4) week month and a five (5) week month. This four-four-five week quarter requires that all accounting information, including payroll expenses, reflect a maximum of twenty-eight (28), twenty-eight (28), and thirty-five (35) days of income and expense respectively.

7.3 Restaurant Sales Reporting. For each week of the Term, Franchisee is required to send to the Company a Weekly Sales and Royalty Fee Transmittal which is supported by dated, original, cumulative point of sale data in the form the Company may, from time to time, require. Contemporaneously with the execution of this Agreement, Franchisee agrees to sign the current version of the DFO, LLC and Denny's, Inc. Payment Card Agreement ("Payment Card Agreement") and participate in the Company's payment card program, as it is administered from time to time. The term of the Payment Card Agreement is for the same Term as this Agreement. Under the Payment Card Agreement, all sales at the Restaurant paid with a card are remitted directly to the Company. After receiving these credit card payments on the Franchisee's behalf, the Company will subtract any payments which the Franchisee may owe to the Company, whether under this Agreement, any other DFO, LLC Franchise Agreement or similar agreement with Company (including payments for any royalty fee, brand building fee, any other periodic payments and miscellaneous outstanding charges and other amounts that may be owed by Franchisee under such agreements) as well as any amounts which the Franchisee may owe to the Company's affiliates (including any payments due under a promissory note, lease, or sublease, and any Ad Coop (as defined below)). The Company will remit to the Franchisee the balance, if any, remaining after subtracting all payments. Likewise, Franchisee is required to send to the Company a check or wire transfer for any fees not paid by the credit card sales.

The payment, if any, Weekly Sales and Royalty Fee Transmittal, and point of sale data must be postmarked no later than two days following the weekly close. Company may require that the data and payment be transmitted electronically. The Company will have the right to verify the sales information submitted by Franchisee, including, but not limited to, the right to export sales information directly from Franchisee's point of sale system, or otherwise obtain information regarding the sales at the Restaurant.

Failure to participate in the payment card program or a default under that program constitutes a default under this Agreement.

7.4 Financial Statements. One hundred twenty (120) days after the end of each fiscal year of the franchised business during the Term, Franchisee is required to provide to the Company an unaudited compilation of a profit and loss statement and a balance sheet, in a form prescribed by Company, of the franchised business as prepared by a Certified Public Accountant. This compilation of the fiscal year-end financial statements must be signed by Franchisee, Franchisee's treasurer or Franchisee's chief financial officer, who will represent that the financial statements present fairly the financial position of Franchisee and the results of the operations of the Restaurant and franchised business during the period covered.

7.5 Third Party Obligations. Franchisee agrees to make all payments when due to third parties for obligations arising out of or in any way connected with the existence, operation or maintenance of the Restaurant including, but not limited to rental and mortgage payments, and payments for utilities, services, products, equipment, supplies, goods, inventory, materials, taxes, labor and other matters. If Franchisee fails to make any such payment in accordance with the foregoing, the Company will have the right, but not the obligation, to make such payment on behalf of Franchisee, and such payment will be without prejudice and in addition to all other available rights and remedies. Any payment made by the Company pursuant to this Section will be due by Franchisee to the Company as an additional amount for the weekly billing period in which such payment is made by the Company. Franchisee hereby authorizes Company and its affiliates to contact Franchisee's lenders, landlords, vendors and tax authorities, from time to time and without notice to Franchisee, to inquire as to the status of Franchisee's payment obligations to such parties. To the extent required by applicable law, Franchisee hereby appoints Company as its attorney in fact in order to obtain Franchisee's tax information. This appointment does not create any fiduciary duty or relationship between the parties, and such inquiries will create no liability or obligation on the part of Company, including any obligation: 1) for any of Franchisee's obligations; 2) to monitor or advise on Franchisee's financial situation; or 3) to report any of Company's findings to Franchisee or others. This right is provided to Company to allow it to determine Franchisee's financial condition, if Company so chooses, and for Company's sole benefit. Franchisee agrees to cooperate with Company and its affiliates in this regard and agrees to issue any documentation necessary to Company in order to comply with the terms of this provision.

7.6 Books and Records. Franchisee will maintain accurate and complete books and records pertaining to the operation and maintenance of the Restaurant as required by the standards, policies and procedures established, from time to time, by the Company. Franchisee will be solely responsible for performing all record keeping duties and the cost for all such services will be borne solely by Franchisee.

7.7 Internet. Franchisee must have Internet access and access to the World Wide Web at both the Restaurant and at Franchisee’s business office. Franchisee understands that the Company may use the Internet as a form of communication for billing purposes, changes in the operations manual, updates for policies and procedures, and other areas of restaurant operations.

7.8 Inspections. All of the accounts, books, records and federal, state and local tax returns and reports of Franchisee, so far as they pertain to the business transacted under this Agreement, will be open to inspection, examination and audit by the Company and its authorized representatives at any and all times, and copies thereof may be made by the Company and retained for its own use. All of such records will be maintained and retained by Franchisee for the full term hereof and for five (5) years thereafter. The Company may perform such auditing for the purpose of verifying the operating and financial data upon which the rents, fees and other charges payable to the Company are based. Any such inspection, examination and audit will be at the Company's cost and expense unless the same is necessitated by Franchisee's failure to prepare and deliver its transmittal reports to the Company as required herein, or to maintain books and records as herein above provided, or unless any such transmittal report is determined to be in error to an extent of two percent (2%) or more. Then, in any such event, the cost and expense for such inspection, examination and audit will be borne and paid by Franchisee. Any such cost and expense will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement.

8. BRAND BUILDING FUND, MARKETING, WEBSITE AND MARKETING CHANNELS

8.1 Brand Building Fund. The Company has established a fund for brand advertising and promotion of the Denny's Brand (the "Brand Building Fund"). During the existence of the Brand Building Fund, Franchisee will contribute to the Brand Building Fund in the manner specified in Section 7.3 above, such amounts as Company may specify in accordance with Section 6.1(c) above. The Brand Building Fund is maintained and administered by the Company as follows:

a. The Company directs all marketing programs, with sole discretion over the concepts, materials, choice of markets and media used in such programs as well as placement and allocation. The Company is not obligated, in administering the Brand Building Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular Franchisee benefits directly or pro rata from expenditures by the Brand Building Fund. The Brand Building Fund for traditional Denny's and other Denny's may be commingled or separately administered, in whole or in part, from time to time, as Company determines.

b. The Brand Building Fund, all contributions, and any earnings, will be used exclusively to meet any and all costs of maintaining, administering, directing, conducting and preparing marketing, advertising, public relations and promotional programs and materials, and any other activities including socially responsible activities, which the Company believes will enhance the image of the Denny's Brand and, in the Company's sole discretion, promote general public awareness of and favorable support for the Denny's Brand. These uses may include, among other things, the costs of preparing and conducting media marketing campaigns; use of new and emerging media including internet vehicles, direct mail advertising, marketing surveys, consumer research, customer relationship management, and other public relations activities; developing and maintaining our primary website and other associated brand sites, including mobile applications; developing and maintaining support of off-premises channels (e.g. Denny's on Demand) and other guest experience-driven initiatives (e.g. table top tablets, curbside); employing advertising, multicultural, research or public relations agencies; costs of tools and consultants supporting data and pricing expertise; partnerships and promotional spend with entities benefiting national footprint; costs of the Denny's personnel who handle the brand marketing; costs of promotional and obsolete inventory not purchased by any restaurant; purchasing promotional items, conducting and administering visual merchandising, point of sale, and other merchandising programs; public outreach and brand promotion, such as the Denny's Mobile Relief Diner; and providing promotional and other marketing materials and services to Denny's Restaurants.

c. Franchisee will contribute to the Brand Building Fund as provided elsewhere in this Agreement for Advertising Fee and gross sales. Sums paid by Franchisee to the Brand Building Fund will not be used to defray any of the expenses of the Company, except for such reasonable costs, salaries and overhead as the Company may incur in activities reasonably related to the direction and implementation of the Brand Building Fund and marketing programs for operators and the Denny's Brand, including costs of personnel and related expenses for creating and implementing marketing, advertising and promotional programs. The Brand Building Fund and any earnings from it will not otherwise inure to the benefit of the Company.

d. The Company will provide an annual accounting of Brand Building Fund disbursements for review of their reasonable and appropriate relationship to the stated purpose of such Fund to an elected franchise committee. The elected franchise committee will be comprised of four members of the Denny's Franchisee Association ("DFA") Board designated by such Board, along with two additional franchisee owner representatives mutually agreeable. This elected franchise committee will be advisory in nature and provide written comments as may be appropriate upon completion of their review.

e. The Company reserves the right, in its sole discretion, to discontinue the Brand Building Fund upon written notice to Franchisee.

f. The Company may, but is not required to, make available to Franchisee from time to time, marketing plans and promotional materials, including newspaper mats, coupons, merchandising materials, sales aids, point-of-purchase materials, special promotions, direct mail materials and similar marketing and promotional materials produced from contributions to the Brand Building Fund. Franchisee acknowledges and agrees that it will be reasonable for the Company to not provide any such materials to Franchisee during any period when Franchisee is in not in full compliance with its obligations to contribute to the Brand Building Fund. Additionally, if monies of the Brand Building Fund are used to produce point of sale materials, or other samples or other promotional materials and items, the Company may, on the behalf of the Brand Building Fund, sell such items to franchisees in the Denny's Brand at a reasonable price, with any proceeds from the sale of such items or materials contributed to the Brand Building Fund.

8.2 Advertising. Any and all advertising, promotion, and marketing that Franchisee conducts must be clear, factually accurate, and not misleading, and must conform to applicable law and the highest standards of ethical marketing and the promotion of policies which Company prescribes from time to time, including, but not limited to, the standards that Company periodically prescribes in the Manuals or otherwise approves in writing for the Restaurant. Franchisee must submit to Company in writing for approval all proposed advertising, promotional, and marketing materials which Company has not prepared or previously approved in writing within the prior twelve (12) months, and Franchisee must receive Company's prior written approval before Franchisee may use such materials. Franchisee may not use any advertising or promotional materials that Company has not approved in writing or has disapproved. Company will own the copyrights to any materials so submitted, whether approved by Company or not. In the event of a breach of this Section, the Company will have the right to remove any unauthorized material at the expense of Franchisee. In all cases, Company has control over any profiles that use or relate to the Denny's Marks, that display the Denny's Marks, or that are maintained on social media outlets or platforms, including, without limitation, Facebook, Instagram, Twitter, Pinterest, Foursquare, and all other similar outlets or platforms that may exist in the future. Company may (but need not) establish guidelines pursuant to which Franchisee may establish profiles or otherwise establish a presence on such social media outlets. In such event, Franchisee must comply with the standards imposed from time to time on such use. Franchisee will sign over control of any social media accounts or profiles, with fan bases intact, and provide access to reports and history of promotion performance, upon Company's request.

8.3 Local Advertising Cooperative. The Company will have the right, but not the obligation, to designate, in its sole discretion, any geographical area (whose borders may change from time to time) for the purposes of establishing a local advertising cooperative ("Ad Coop"). If an Ad Coop is established for the local area in which the Restaurant is located, Franchisee will immediately become a member of such Ad Coop and will execute the Ad Coop Membership Agreement and such other documentation as the Ad Coop may require of members of the Coop. The Ad Coop will determine a contribution rate by majority vote of the member restaurants, which will not exceed 0.5% of gross sales without the consent of each contributing franchisee. If the Company, or one of its affiliates, operates a Denny's restaurant within a geographical area in which an Ad Coop has been established, the Company, or its affiliate, will, for each applicable Denny's restaurant, participate in the Ad Coop on the same terms as franchisees who are required to become a member of such Ad Coop. All marketing and promotional activities of the Ad Coop and use of funds contributed to the Ad Coop will be subject to the Company's or its authorized marketing representative's sole discretion and prior approval. Franchisee agrees and acknowledges that the Company may grant, for any length of time, to any Franchisee an exemption from the requirement of membership in the Ad Coop. The Company's decision concerning such request is final, and any exemption from Ad Coop membership will be subject to the condition that the franchisee must spend on approved local advertising any amounts that would have otherwise been paid to the Ad Coop. Contributions to an Ad Coop are in addition to the advertising contributions contemplated by Section 6 of this Agreement, and any contributions made by Franchisee to the Company do not reduce Franchisee's independent obligations to the Ad Coop.

Similarly, any contributions made by Franchisee to the Ad Coop do not reduce Franchisee's obligations to make payments required by Section 6 of this Agreement.

8.4 Website. Company will reference the Restaurant on the website(s) Company develops for the Denny's System ("Website") so long as Franchisee is in full compliance with this Agreement. At Company's request, Franchisee will provide to Company true, complete and correct information relating to the Restaurant for inclusion on the Website. Franchisee acknowledges and agrees that Company will have final approval rights over all information on the Website. Company will own all intellectual property and other rights in the Website, all information contained on it and all information generated from it (including the domain name or URL, the log of "hits" by visitors and any personal or business data that visitors supply). If Franchisee is in default of any obligations under this Agreement, Company may, in addition to its other remedies, temporarily remove references to the Restaurant from the Website and reroute phone numbers as Company deems appropriate. Company may, at Company's option, discontinue any or all of the Websites at any time. All local marketing that Franchisee develops for the Restaurant must contain notices of the uniform resource locator ("URL") of the Website in the manner that Company periodically designates.

a. Franchisee may not without Company's prior written approval (i) register a domain name to be used in connection with the Restaurant or that contains the Denny's Marks or any words or designations similar to the Denny's Marks, (ii) establish a separate web site to advertise, market or promote the Restaurant, or to conduct commerce or directly or indirectly offer or sell any products or services, using any domain name that contains the Denny's Marks or any words or designations similar to the Denny's Marks, (iii) use a search engine keyword or metatag in connection with the Restaurant or operation of the Restaurant, or (iv) register an e-mail address that contains the Denny's Marks or any words or designations similar to the Denny's Marks.

b. If Company consents to Franchisee's establishment of a website, Franchisee agrees to submit to Company samples of Franchisee's website format and information in the form and manner Company may reasonably require, and Franchisee agrees to comply with the standards for websites as Company may prescribe from time to time. Company will register, or at Company's written direction Franchisee will register, all domain names, e-mail addresses, or websites that contain the Denny's Marks or any words or designations similar to the Denny's Marks. Company may license use of the registered item back to Franchisee under a separate agreement. Franchisee must pay all costs and any fees Company may charge for registration, maintenance and renewal of domain name(s) and website(s). Company retains the right to pre-approve Franchisee's use of linking and framing between Franchisee's website and all other websites.

c. If Company consents to Franchisee's establishment of a website, the information Franchisee provides on Franchisee's website will not be false, inaccurate or misleading; infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violate any applicable laws; be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; be obscene or contain any sexually explicit images; contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; or create liability for Company or cause Company to lose the loyalty of customers. Company may, at any time, modify Company's policies with regard to domain names and websites. Nothing in this Section 8.4 will limit Company's right to maintain websites other than the Website(s) or to offer and sell products or services under the Denny's Marks from the Web site, another website or otherwise over the Internet without payment or obligation of any kind to Franchisee.

8.5 Marketing Channels. Company may, at its option, establish or has established one or more Internet websites including mobile versions thereof, mobile applications, social media pages, and other advertising mediums ("Marketing Channels") to promote the Denny's Brand and may disable or terminate any Marketing Channel at any time without liability to Franchisee. Company will solely determine the design, content and functionality of its Marketing Channels. Franchisee acknowledges and agrees that Company (or its affiliate) is the principal of, and will retain all right, title and interest in and to any existing and future Marketing Channels owned, or operated by Company, or incorporating the Denny's Marks in any manner including use of any specific country code; all computer code used for or on Company's web sites; all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through Company's Marketing Channels; and all intellectual property rights in or to any of the foregoing. Company may periodically include content that identifies Denny's restaurants operated under the Denny's Marks. For the avoidance of doubt, Franchisee is expressly prohibited from owning, operating, or launching any Marketing Channels of any kind without the express prior written consent of Company. At Company's request, Franchisee must sign any documents, submit any information and do any other things that Company reasonably requires to participate in any Marketing Channel administered by Company.

9. INSURANCE AND INDEMNIFICATION

9.1 Insurance. During the Term, Franchisee will obtain and maintain insurance coverage in accordance with the Company's insurance requirements from time to time with insurance carriers acceptable to the Company. The coverage will also comply with the requirements of Franchisee's lease or sublease, if any, for the Restaurant site; and will include: (a) broad form comprehensive general liability coverage, including products liability and broad form contractual liability coverage, in the amount of at least One Million Dollars ($1,000,000.00) combined single limit; (b) all risk insurance covering the building, structures, equipment, improvements and the contents in and at the Restaurant, on a full replacement cost basis, including an agreed amount endorsement if applicable, insuring against all risks of direct physical loss (except for such unusual perils as nuclear attack, earth movement and war); (c) business interruption insurance in actual loss sustained form covering the rental of the Restaurant site, previous profit margins, weekly royalty and advertising fees paid to the Company, maintenance of competent personnel and other fixed expenses; (d) workers' compensation insurance as may be required by applicable law; (e) liquor (dramshop) liability insurance if the Franchisee has a liquor or beer and wine license or sells alcoholic beverages in the Restaurant; (f) in connection with and prior to commencing any construction, refurbishment or remodeling of the Restaurant, Franchisee will maintain Builder's All Risks insurance and performance and completion bonds in forms and amounts acceptable to the Company; and (g) commercial umbrella insurance, with limits of not less than Five Million Dollars ($5,000,000) to cover all primary underlying coverages. As proof of all required insurance, a certificate of insurance and endorsement will be submitted by Franchisee for the Company's approval. Franchisee will deliver a complete copy of Franchisee's then-prevailing policies of insurance to the Company within thirty (30) days following the delivery of the certificate of insurance.

9.2 Ongoing Insurance Requirements. Franchisee will also maintain a Grantor of Franchise endorsement and the Company, its parents, affiliates and subsidiaries will be named as an additional insured on all of such policies referenced in Section 9.1 above to the extent of their interests and will be provided with certificates of insurance evidencing such coverage. Thereafter, Franchisee will provide certificates of insurance to the Company annually upon renewal or extension of the policies referenced in Section 9.1 above. All public liability and property damage policies will contain a provision that the Company, its parents, affiliates, and subsidiaries, although named as an insured, will nevertheless be entitled to recover under such policies on any loss occasioned to them, their affiliates, officers, agents and employees by reason of the negligence of Franchisee, its principals, contractors, agents or employees. All policies will extend to and provide indemnity for all obligations assumed by Franchisee hereunder and all other items for which Franchisee is required to indemnify the Company under the provisions of this Agreement and will provide the Company with at least thirty (30) days' notice of cancellation or termination of coverage. The Company reserves the right to specify reasonable changes in the types and amounts of insurance coverage required by this Section 9. Should Franchisee fail or refuse to procure the required insurance coverage from an insurance carrier acceptable to the Company or to maintain it throughout the Term, the Company may in its discretion, but without any obligation to do so, obtain such coverage for Franchisee, in which event Franchisee agrees to pay the required premiums or to reimburse the Company therefor. The amount of such premiums will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement. Failure to maintain the required insurance or to promptly reimburse the Company for any premiums paid on behalf of Franchisee by the Company will constitute a default.

9.3 Indemnification by Franchisee. Franchisee, on behalf of itself, its affiliates, and their respective owners, officers and directors ("Indemnifying Parties"), will indemnify, defend and hold harmless the Company, its subsidiaries, parent and affiliates, shareholders, directors, officers, employees and agents ("Indemnified Parties") against and reimburse any one or more of the Indemnified Parties for any and all losses, claims, costs, expenses (including attorneys' fees), damages and liabilities arising out or from or related to, any claims, directly or indirectly, arising out or from or related to the operation of the Restaurant (including, without limitation, delivery, take-out, catering, or any other off-site sales activity), any breach of this Agreement, the Manuals, or the standards by the Indemnifying Parties, or any breach by the Indemnifying Parties of any other agreement between Company or its affiliate, on the one hand, and an Indemnifying Party on the other hand. Company has the right, at its option, to defend any such claim against it at Franchisee's sole cost and expense. If Franchisee defends any claim where Franchisor is named as a party, it may not enter into any settlement agreement or otherwise resolve or conclude the matter without Company's prior written consent. This indemnity will continue in full force and effect subsequent to, and notwithstanding, the expiration or earlier termination of this Agreement. Under no circumstances will Company or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate its or Franchisee's losses, claims, costs, expenses, damages and liabilities in order to maintain and recover fully a claim against an Indemnifying Party. Any failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts recoverable by Company or another Indemnified Party from an Indemnifying Party. Such losses, claims, costs, expenses, damages and liabilities will include, without limitation, those arising from latent or other defects in the Restaurant, whether or not discoverable by the Company, and those arising from the death of or injury to any person or arising from damage to the property of Franchisee or the Company, their agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages or liabilities were actually or allegedly caused wholly or in part through the active or passive negligence of the Company or any of its agents or employees or resulted from any strict liability imposed on the Company or any of its officers, agents or employees.

9.4 Indemnification by Company. Company will indemnify Franchisee against all losses, claims, costs, expenses, damages or liabilities actually caused wholly or in party through the active passive negligence, or willful misconduct, of the Company or any of its agents or employees as a result of any breach of the PCI-DSS data or Customer Data collected by any third party at the direction of the Company.

10. OPERATING REQUIREMENTS

10.1 Operational Experience. Company requires that each franchise group have sufficient financial resources as well as operating experience with a restaurant concept similar to Denny's. The operational component can be satisfied by one of the individual signatories of this Agreement or by an officer, managing member or owner of a Franchisee organized as a legal entity that has delivered a guarantee (pursuant to Section 21.2 or otherwise) (such person in either event is referred to as a "Managing Owner"). If there is no individual franchisee or owner/Guarantor with sufficient restaurant operations experience, or if qualified individuals do not meet the other requirements for this role, then in either case the Franchisee must affiliate with a qualified operator (a "Designated Operator") and organize the franchise entity so that the Designated Operator has operational control over the Restaurant.

10.2 Management. Franchisee will identify one or more Managing Owner or Designated Operator as the person(s) responsible for restaurant operations. Persons approved by the Company in the grant of this Agreement or assignment process or subsequently (with respect to the Restaurant in particular) as satisfying Company's restaurant operating requirements will retain status as operationally approved, subject to meeting ongoing requirements which apply when and if they are in control of the Restaurant. For example, a Managing Owner who does not reside sufficiently close to a restaurant or does not supervise a restaurant on a regular basis may be operationally approved, so long as there is also a Designated Operator who satisfies these requirements. The Managing Owner would only need to satisfy the ongoing requirements at such time, if any, as he replaces the Designated Operator.

10.3 Managing Owner Requirements. A Managing Owner must satisfy the following requirements: (a) be approved by the Company; (b) have a significant beneficial equity interest in the Restaurant business; (c) devote sufficient time to the Restaurant to provide effective management, oversight and direction; and (d) permanently reside close enough to the Restaurant to be there on a regular basis as well as on short notice as needed to oversee operations. Requirements (b) - (d) are ongoing.

10.4 Designated Operator Requirements. A Designated Operator must satisfy the following requirements: (a) be approved by the Company; (b) either (i) have a beneficial equity interest of at least ten percent in the Restaurant business, or (ii) have an employment agreement with Franchisee approved by the Company under which the Designated Operator has a firm, durable and substantial stake in the success of the business of the Restaurant; (c) devote full time and best efforts to the supervision of Denny's restaurants; and (d) permanently reside close enough to the Restaurant to be there on a regular basis as well as on short notice as needed to oversee operations. Requirements (b) - (d) are ongoing.

10.5 Governing Documents. The governing documents for a Franchisee organized as a legal entity must contain a provision substantially as follows, or otherwise acceptable to the Company:

> Notwithstanding anything to the contrary in this or any other agreement by any parties concerning the operation of a Denny's restaurant: (x) any decision concerning the management or operation of the Denny's restaurant or the observance of standards established by DFO (Company) in the franchise agreement, brand standards manual, or otherwise, will require the consent of the person approved by DFO as Managing Owner or Designated Operator pursuant to the franchise agreement; and (y) any action concerning the foregoing matters taken, resolved or decided by the Managing Owner or Designated Operator will be binding on the Franchisee, regardless of whether other persons or parties support or oppose the matter. Where there is more than one Managing Owner or Designated Operator, a decision under item (x) may be adopted if supported by any one of them, and the consent of all of them may be required for a matter under item (y) to take effect.

10.6 Substitute Manager. From time to time at the request of Franchisee, the Company will evaluate any other person who satisfies the criteria to see if such person can be added or substituted as a Managing Owner or Designated Operator. Once such approval is granted in writing, from that time forward, any previously approved Designated Operator and Franchisee may cease to be bound by arrangements aimed at satisfying requirement 10.4(b). Anyone approved as a Managing Owner or Designated Operator who remains an owner of Franchisee will qualify as a Managing Owner or Designated Operator for purposes of decision making under Section 10.5, even though such person is not primarily responsible for Restaurant operations.

10.7 Replacement Manager. If at any time the Managing Owner or Designated Operator (or, where there are multiple approved Managing Owners or Designated Operators for a Restaurant, then all such individuals, or the last remaining one of them): (a) dies or becomes incapacitated; (b) ceases to satisfy the requirements of this Agreement; or (c) terminates, transfers or changes his/her ownership, agreements or employment with Franchisee so as to no longer meet the requirement 10.4(b) for a Designated Operator; then in any such event the Franchisee will be in default under this Agreement. Franchisee will have 120 days in which to designate and obtain Company's approval of a replacement Managing Owner or Designated Operator who satisfies all requirements. In addition, Franchisee will formulate and implement a plan satisfactory to the Company to assure proper operation of the Restaurant in the interim. Approval of or compliance with such plan or other operating requirements will not extend the one hundred and twenty (120) day cure period.

10.8 Compliance. Franchisee, individual Guarantors, Managing Owners and Designated Operators will continuously certify compliance with these requirements, with documentation reasonably satisfactory to the Company, upon request.

10.9 Management of Multiple Restaurants. The same person may serve as the Managing Owner or Designated Operator for multiple Denny's restaurants in one local area which are owned by the same franchise group, but circumstances will limit the number and location of restaurants which any individual can supervise effectively. If Franchisee owns or operates Denny's restaurants in separate localities, Franchisee must designate at least one different Managing Owner or Designated Operator for each area. Each Managing Owner or Designated Operator must satisfy the ongoing requirements for all the restaurants he supervises.

10.10 Oversight Requirements. Throughout the Term the Restaurant will be managed by not less than three (3) managers who have completed the Company's manager training program and who exercise responsibility for the day-to-day operation of the Restaurant, including the preparation of food, accounting and the supervision and training of personnel. Each of these trained managers will be required to work at the Restaurant on a full-time basis and permanently reside near the Restaurant. One of the required managers can be the Managing Owner or Designated Operator if the full-time responsibilities of that person consist only of the Restaurant. Where the Managing Owner or Designated Operator oversees multiple restaurants, three other managers are required. A manager who is not the Designated Operator is not required to have an equity interest in the Restaurant business.

10.11 Notwithstanding any of the requirements in this Section, neither the Managing Owner nor Designated Operator are employees or agents of the Company. The Franchisee retains sole authority to hire, supervise, direct, discipline, and terminate the Managing Owner and Designated Operator at all times.

11. COMPLIANCE WITH MANUALS

11.1 Manuals. Franchisee acknowledges and agrees that strict and continued adherence by Franchisee to the Company's standards, policies, procedures and requirements is expressly made a condition of this Agreement, so that failure on the part of Franchisee to so perform will be grounds for termination of this Agreement as provided in Section 18 hereof. The Company has prepared, and amends and revises, from time to time, manuals (the “Manuals”) relating to the operation of restaurants in the Denny’s System. Franchisee agrees to comply with any such amendment or modification as of the date that such amendment or modification becomes effective. The Company will loan to Franchisee one copy of the Manuals and the Manuals will at all times remain the sole property of the Company. Franchisee understands that the Company has entered into this Agreement in reliance upon Franchisee's representation that it will strictly comply with all the provisions of the Manuals. Any required standards exist to protect our mutual interests in the Denny’s System and the Trademarks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to the Franchisee.

11.2 Specifications. Franchisee agrees that it is in the best interest of the business conducted at the Restaurant to prepare and serve food in the Restaurant only from ingredients which meet the product specifications set forth in the Manuals (the "Specifications"). Franchisee further agrees that all products, equipment, goods, inventory and supplies used in connection with the Restaurant including, without limitation, the coffee will comply with these Specifications.

11.3 Approved Suppliers and Products. Franchisee acknowledges that it has received a copy of the Manuals. The Company has consulted with the vendors set forth in the approved supplier list comprising the Manuals, and each vendor has agreed to offer products, equipment, goods, inventory, supplies or paper products which will comply with the Specifications. Manuals, in the form of approved supplier lists and Specifications, are furnished to Franchisee for Franchisee's convenience only, and Franchisee will be entitled to purchase products, equipment, goods, inventory, supplies and paper products which comply with the Specifications from any other vendor offering such items. If Franchisee desires to purchase any products from any unapproved vendor, Franchisee will first submit to the Company a written request for approval of any such vendor prior to Franchisee's use of any such unapproved vendor, or Franchisee will request the vendor itself to do so. The Company will have the right to require that its representatives be permitted to inspect the vendor's facilities, and that samples from the vendor be delivered, either to the Company or to an independent laboratory designated by the Company for testing. The Company reserves the right, at its option, to re-inspect the facilities and products of any approved vendor and to revoke its approval upon the vendor's failure to continue to meet any of the Company's then-current criteria. Nothing in the foregoing will require the Company to approve any vendor. The Company agrees to evaluate any item which Franchisee is considering procuring to determine whether such item complies with the Specifications. No charge will be made by the Company for the services of the Company's employees in connection with such evaluation; however, Franchisee will reimburse the Company for amounts paid to independent laboratories or consultants chosen by the Company in its sole discretion to assist in such evaluation. All such amounts will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement. This Section 11 applies equally to distributors (at any level, including without limitation redistributors and firms delivering and selling directly to restaurants) and to ultimate vendors, who may sell to restaurants through approved distributors.

Company and the DFA have created a body known as the Supply Chain Oversight Committee (“SCOC”) to collaborate on strategic supply chain oversight and improvements for traditional, full-service restaurants within the contiguous 48 United States. Franchisee is obligated to enter into a Franchise Participation Agreement in the form approved from time to time by the SCOC. We reserve the right to modify, terminate, or discontinue the SCOC and the Franchisee Participation Agreement. We further reserve the right to recommend and/or require you to participate in any additional or successor supply chain programs from time to time upon written notice to you, including but not limited to, a purchasing and/or distribution cooperative.

11.4 Restaurant Appearance. As uniformity of appearance and public recognition are materially important to the financial success of Franchisee and the Company, Franchisee agrees that in connection with the operation of the Restaurant, Franchisee will:

a. Use only uniforms, menus, signs, cards, posters, notices, displays, decorations, table tents and other such advertising materials which are identical in appearance and quality to those furnished or approved by the Company. The Company agrees to make its menu-stock (preprinted as to all matters other than menu prices), including specials and featured items, available to Franchisee for printing if Franchisee elects to charge prices not provided for in the Company's menu codes. Franchisee agrees that all specials or featured items designated by the Company will be included as part of the menu and will be made available on the days and times designated by the Company at an additional cost; and

b. Not authorize or permit in the Restaurant, or on behalf of the Restaurant business, any advertising, signs, cards, posters, notices, displays, decorations or table tents other than those described in Section 11.4.a, nor authorize or permit in or around the Restaurant any products or services which are not offered in Company-operated restaurants, without the prior written consent of the Company.

12. RESTAURANT MAINTENANCE, REPAIR AND REMODELING

12.1 Maintenance. Maintenance and repair of the Restaurant are the sole responsibility and will be done at the expense of Franchisee. For the Term, Franchisee agrees to maintain the Restaurant in full working order and good repair, at Franchisee's sole cost and expense including, but not limited to the Restaurant building, parking lot, signs, fixtures, equipment, furniture, decor, wares, utensils, supplies, inventory, fixtures and other intangibles. Franchisee will replace any of the Restaurant's equipment and fixtures and repaint the Restaurant as necessary to satisfy this Section 12. Replacement equipment and fixtures will be of the same type and quality as are being used in new Denny's restaurants at the time replacement is required. All replacement equipment and fixtures will comply with the Company's requirements and specifications. Franchisee further agrees to keep the Restaurant in a clean, safe and sanitary condition at all times, at Franchisee's sole cost and expense, in accordance with the Manuals, the lease or sublease for the Restaurant site and all applicable federal, state and local laws.

12.2 Unauthorized Changes. Franchisee agrees that it will not make any addition to or change in the physical appearance, decor, characteristics or style of the Restaurant without the prior written consent of the Company.

12.3 Remodel. At any time during the Term, the Company may require Franchisee at Franchisee's expense to remodel the Restaurant, as the condition of the building may require, to then current Denny's standards, format and design, which Denny's will not require more than once every eight (8) years in accordance with the provisions of this Section 12.

12.4 Signage. All signs to be used in connection with the Restaurant, both exterior and interior, must conform to the Company's sign criteria as to type, color, design and location and be approved in writing by the Company prior to installation or display. As a requirement separate and apart from the periodic remodel, which may also include sign replacement, Franchisee will change its signs to conform to updated or revised requirements of the Company when such revisions have been requested by the Company.

13. HOURS OF OPERATION, OFF-SITE SALES AND DELIVERY

13.1 Standard Hours of Operation. Franchisee agrees to keep the Restaurant fully operational and open to the public twenty-four (24) hours per day, seven (7) days per week throughout the Term, unless the Company requests or authorizes different days or hours of operation in writing. If the Restaurant is closed for reasons beyond Franchisee's control, Franchisee will immediately notify the Company by the fastest means available. Franchisee will supply to the Company prior to commencement of the construction or remodeling work of the Restaurant proof that the Restaurant is allowed to be open to the public twenty-four (24) hours per day, seven (7) days per week by the applicable local government authorities and the landlord under the lease for the Restaurant site, if any.

13.2 On-Premises Sales Only; Restrictions on Off-Site and Online Sales. Franchisee will only offer and sell food and beverage items from the premises of the Restaurant in accordance with the standards. Except as provided below, Franchisee may not offer food or beverage items from satellite, temporary sites, mobile vehicles, carts or kiosks, electronic media (such as the Internet, social media and networking sites and mobile applications including online ordering applications of an “Aggregator” as defined below in this Section 13.2), telephone sales and/or direct mail. An “Aggregator” means a third-party aggregator (including, as an example and without limitation, DoorDash, UberEats, or Grubhub) or a third-party logistics provider (including, as an example and without limitation, Postmates or Amazon).

13.3 Take-Out Sales within Designated Area. Company may require Franchisee to offer take-out to customers located within a geographic area around the Restaurant as designated in writing by Company (“Designated Area”) and in accordance with its standards. Franchisee acknowledges that such standards may contain terms for Franchisee’s resolution of customer service-related issues.

13.4 Online Ordering, Delivery, and Catering. Franchisee acknowledges that Company or Company’s affiliate owns, maintains and otherwise participates in an Online Ordering Site for Restaurants operated by Company or Company’s affiliates. Franchisee must request and receive Company’s prior written approval in order to have the right to offer and sell food and beverage items for take-out or catering from the Restaurant or by delivery through Company’s, Franchisee’s or any third-party supplier of delivery services, including through any Online Ordering Site (defined in this Section 13.4 below) owned or maintained by (i) Company or its affiliate; (ii) Franchisee or Franchisee’s affiliate or (iii) an Aggregator. All revenue from delivery, take-out, or catering sales will be deemed part of gross sales inclusive of any ordering, delivery, or transaction fees. To participate, Franchisee must execute the Denny's on Demand Agreement and pay the then-current fees for activation (currently $250), monthly service (currently $70 per month), and transaction fees (currently $0.09 per order). “Online Ordering Site” means one or more related documents, designs, pages or other communications that can be accessed through electronic means including, but not limited to, the Internet, World Wide Web webpages, microsites, social networking sites, blog s, vlogs, and applications to be installed on mobile devices including online ordering and delivery applications for food and beverage items offered by Company, Franchisee or an Aggregator to any customer.

a. If Company grants Franchisee the right to own or maintain an Online Ordering Site or the right to participate in an Aggregator’s Online Ordering Site, such activity will be deemed to constitute “marketing” for the purposes of this Agreement. All provisions of this Agreement applicable to the Denny’s Marks, quality of foodservice, food and beverage items, advertising and marketing will apply to the Franchisee’s ownership, use of or participation in an Online Ordering Site.

b. Franchisee will submit to Company for prior written approval a sample of the proposed Online Ordering Site name, domain name, format, visible content (including, without limitation, screen shots) and non-visible content including but not limited to meta tags, in the form and manner Company requires. No modifications by Franchisee or its affiliate of the Online Ordering Site may be made without Company’s prior written approval of such proposed use or modification.

c. Franchisee will comply with the standards applicable to its or any other Online Ordering Sites that Company may prescribe in the Manuals or otherwise in writing including but not limited to requirements pertaining to Franchisee’s compliance with any terms and conditions negotiated by Company with any Aggregator and designating Company as the sole or co-administrator of Franchisee’s or its affiliate’s Online Ordering Site.

d. If Company requires, Franchisee will establish such links to Company’s Online Ordering Site and others as requested in writing.

e. If Company requests, Franchisee will make weekly or other periodic updates to Company’s Online Ordering Site to reflect information about the food and beverage items offered at the Restaurant.

f. Company may require Franchisee to make Company the sole administrator or co-administrator of any social networking pages that Franchisee maintains or that are maintained on Franchisee’s behalf and Company will have the right, but not the obligation, to exercise all rights and privileges that an administrator may exercise.

g. All Customer Data obtained by, through, or from an Online Ordering Site owned or maintained by Franchisee or Franchisee’s affiliate (or for the benefit of Franchisee) is the joint property of Company and Franchisee unless otherwise approved in writing by Company.

h. Any Aggregator must be approved by Company as an approved supplier in accordance with Section 11.3.

i. Any contract between Franchisee and any Aggregator must comply with Company’s standards for an Online Ordering Site, including the foregoing provisions.

Any delivery or catering services may be restricted to customers located in the Designated Area. For the avoidance of doubt, Company, at Company’s sole option, may authorize Franchisee to perform delivery or catering services to customers located outside the Designated Area and may authorize restaurants located outside the Designated Area, including restaurants operated by Company, Company’s affiliates, or other franchisees, to perform delivery or catering services to customers located within the Designated Area if the Franchisee either elects not to participate or is deemed ineligible to participate.

14. PERSONNEL STANDARDS

14.1 Franchisee Control and Responsibility for Employees. Franchisee will have sole authority and control over the day-to-day operations of the Restaurant and its employees. Franchisee shall have sole responsibility to determine whom and how many persons to employ, terms of employment, scheduling employee workhours, how to assign work, and when and how to discipline and terminate its employees. Franchisee is solely responsible to recruit, hire, train, and supervise Restaurant employees. Franchisee is solely responsible for ensuring that all employees are, at all times during employment in the Restaurant, adequately trained and supervised in connection with the performance of their duties. Franchisee will also require its employees, in the performance of their duties, wear neat, clean, and uniform attire as described in the Manuals.

14.2 Training and Supervision Requirements. Franchisee acknowledges that adequate training and supervision is necessary in order to ensure that the Restaurant personnel provide service to the public in a courteous, efficient, and skilled manner and in accordance with the standards set forth in the Manuals. Franchisee understands and agrees that Franchisee is solely responsible for the performance of its employees.

14.3 Compliance with Employment Laws. Franchisee is solely responsible for setting all wages and maintaining hours, working conditions and other benefits for all of its employees in accordance with all federal, state, and local laws. Franchisee shall comply with all federal, state, and local employment laws, including but not limited to the Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), Occupational Safety and Health Act (OSHA), Employee Retirement Income (ERISA), Title VII, the Age Discrimination in Employment Act, and the Affordable Care Act. Franchisee is solely responsible for seeking legal advice and maintaining compliance with any new or amended laws and regulations concerning employment matters.

14.4 Employment Records and Reporting. Franchisee is solely responsible for maintaining all employee time, payroll and tax records and to file required reports thereon in accordance with all federal, state and local laws.

14.5 Independent Employer Status. Franchisee retains the sole responsibility and independent authority, notwithstanding any provision of this Agreement, to maintain and enforce personnel policies and procedures including, but not limited to hiring, firing and disciplining its employees. The Company is not the employer of the Franchisee's employees. The Company does not have direct or indirect control or authority over the Franchisee's employment decisions. The Company has no duty to direct or supervise Franchisee's employees, or to oversee Franchisee's employment policies or practices. The Company will have no involvement in any employee administrative functions of the Restaurant including, but not limited to handling payroll, providing workers' compensation insurance, providing safety equipment, tools or materials required for the operations of the Restaurant, all of which shall be the responsibility of Franchisee. Nothing contained in this Agreement will be construed or interpreted so that any employee of Franchisee becomes or is deemed to be an employee or agent of the Company. Franchisee will be solely responsible for the maintenance and handling of all employee matters in the manner required by this Section 14, and Franchisee agrees to defend, indemnify, and hold the Company, its parent, and its affiliates and subsidiaries harmless for any failure by Franchisee to act in such a manner.

15. INSPECTIONS

15.1 Company Right of Inspection. In order to maintain the high standards of quality necessary for the mutual success of the Company and Franchisee, the Company and its authorized representatives will have the right to: (1) inspect, at any and all times, the Restaurant and the supplies, inventory and facilities of Franchisee; (2) observe and evaluate the operations being conducted at the Restaurant; and (3) conduct market studies.

15.2 Inspection Reports. In connection with such inspections, the Company and its authorized representatives may deliver to Franchisee an inspection report in such form as may be adopted by the Company from time to time (the "Inspection Report"). The Inspection Report will indicate the principal items inspected, observed and evaluated.

15.3 Correction of Deficiencies. If any such Inspection Report indicates a deficiency or unsatisfactory condition with respect to any item listed thereon, Franchisee will promptly commence to correct or repair such deficiency or unsatisfactory condition and thereafter diligently pursue the same to completion. If Franchisee does not correct or repair, the Company, in addition to all other available rights and remedies, including the right to terminate this Agreement pursuant to Section 18, will have the right, but not the obligation, to forthwith make or cause to be made such correction or repair. The expenses thereof, including, without limitation, meals, lodging, wages and transportation for the Company's personnel, if so utilized in the Company's sole discretion, will be reimbursed by Franchisee. All such expenses incurred by the Company pursuant to this Section will be set forth in a written invoice delivered to Franchisee by the Company. Franchisee will reimburse the Company for the invoice amount within seven (7) days after the invoice has been delivered to Franchisee pursuant to Section 21.3 of this Agreement.

16. TRAINING

16.1 Training. The Company and Franchisee agree that it is important to the operation of the Restaurant that Franchisee's employees receive such training as the Company may recommend from time to time. Company may, in its sole discretion, schedule refresher training in connection with this Agreement, which may vary based on, among other factors, Franchisee's training resources. Franchisee further agrees.

a. A minimum of three (3) managers of the Restaurant (which may include the Managing Owner or Designated Operator, if they satisfy the requirements of Section 10) will attend or will have attended, at a time mutually convenient to Franchisee and the Company, an initial training program (or segments thereof at the Company's discretion) for Franchisee, Managing Owner, Designated Operator and managers offered by the Company in order to train Franchisee's personnel in the Denny's System. Such training will be completed to the Company's satisfaction prior to by deadlines it may establish. The Company will impose no charge for such initial training session for Franchisee and at least four personnel designated by Franchisee to attend such session, but Franchisee and Franchisee's personnel will be responsible for any and all expenses incurred by them in connection with any training program including, without limitation, the cost of wages, insurance, transportation, lodging and meals.

b. After the initial training session is completed, any person who wishes to qualify as a Managing Owner or who is employed by Franchisee as a manager of the Restaurant must attend and complete, to the Company's satisfaction, such training session as the Company may recommend. Company will impose no charge for such additional management training.

16.2 Additional and Refresher Training. Franchisee and the Company agree that as new developments in the Denny's System occur, the Company may recommend that Franchisee and Franchisee's personnel attend, at Franchisee's expense, refresher, or additional courses of training conducted by the Company or third parties. Franchisee is solely responsible for ensuring compliance with any such recommendation. In such event, the Company will give Franchisee thirty (30) days prior written notice of the commencement of such refresher or additional courses. The Company or a third party may impose a modest training fee for such refresher or additional courses recommended by the Company, and Franchisee will be responsible for any and all expenses incurred in connection with any such refresher or additional courses of training including, without limitation, the cost of transportation, lodging, meals and wages.

16.3 Optional Training. Franchisee's managers may also attend such optional training programs and seminars as the Company may offer from time to time. Franchisee will pay to the Company, for each person attending such programs, the training fee then charged by the Company for any such optional programs. If any such training fee is imposed upon Franchisee by the Company, the training fee will be in addition to any other expenses incurred by Franchisee and its personnel attending such optional programs as described in Section 16.1 and 16.2.

16.4 Personnel Responsibility. Franchisee understands and agrees that the Company will not be obligated or liable to any trainee, including Franchisee, for any compensation, wages, lodging, travel expenses or any other expenses, in connection with any initial training sessions, refresher courses or optional training programs, nor will any such trainee be considered an employee or agent of the Company. The Company will have no control or authority over Franchisee's employees at any time. All training is solely for the benefit of the Brand uniformity.

17. ASSIGNMENT

17.1 Company Right to Assign. The Company will have the right to assign this Agreement in whole or in part to any person, firm or corporation; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the obligations of the Company hereunder:

a. The assignee will be financially responsible and economically capable of performing the obligations of the Company;

b. The assignee will expressly assume and agree to perform such obligations of the Company in writing; and

c. From and after the date of any such assignment, the Company will have no further obligation or liability under this Agreement.

17.2 Franchisee's Personal Nature of Agreement. The parties acknowledge that this Agreement is personal in nature with respect to Franchisee, being entered into by the Company in reliance upon and in consideration of the personal skills, qualifications and trust and confidence reposed in Franchisee and Franchisee's present owners, partners, members, managers or officers if Franchisee is a legal entity. Therefore, except as provided in Section 17.3 and 17.4, the rights, privileges and interests of Franchisee under this Agreement including, but not limited to the right to operate the Restaurant and use the Denny's Marks, will not be assigned, sold, transferred, leased, divided or encumbered, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise.

17.3 Company's Right of First Refusal. If Franchisee (or any signatory of this Agreement) desires to transfer or assign all or any part of its rights, privileges and interests under this Agreement or in the Restaurant or business Franchisee operates pursuant to this Agreement, Franchisee will first offer such assignment to the Company by notifying the Company in writing and will provide to the Company such information and documentation relating to such proposed assignment as the Company may require. The Company will have the right to acquire said rights, privileges and interests of or in Franchisee by accepting the offer in accordance with said terms and conditions or equivalent cash. If within thirty (30) days after receipt of Franchisee's notice, the Company advises Franchisee of its acceptance of the offer as stated in the notice, Franchisee agrees to promptly make the assignment to the Company on the stated terms and conditions. Should the Company elect to exercise its right of first refusal, Franchisee will take all action necessary to cause Franchisee's lease or sublease, if any, with the lessor for the Restaurant site to be assigned to the Company.

17.4 Conditions for Company Consent to Assignment. If within thirty (30) days after receipt of Franchisee's notice, the Company does not indicate its acceptance of the offer as stated in the notice, Franchisee will thereafter have the right, subject to the prior written consent of the Company, to make the assignment to another person, firm or corporation on the same terms and conditions as stated in the notice. Should the Company not exercise its right of first refusal and should the contemplated assignment not be completed within ninety (90) days from the date of Franchisee's notice, or should the terms and conditions thereof be altered in any way, this right of first refusal will be reinstated, and any subsequent proposed assignment or the altered terms and conditions for the transaction must again be offered to the Company in accordance with the terms of these Section 17.3 and 17.4. Franchisee will notify the Company in writing of any proposed assignee and will promptly furnish the Company with such other information and documentation as the Company may request for the purpose of considering whether to grant its written consent. The Company may grant or withhold its written consent for any reason in the exercise of its sole, subjective judgment. Furthermore, the Company will be entitled to impose the following conditions precedent to its written consent to any such assignment:

a. The assignee (and its partners or the officers, directors and principal shareholders of the assignee, as the case may be) will be determined by the Company:

(i) To have adequate experience in operating and maintaining a restaurant;

(ii) To be financially responsible and economically capable of carrying on the Restaurant business; and

(iii) To not have been convicted of a felony or other criminal misconduct that is relevant to the operation of the Restaurant.

b. The assignee (and its partners or each of the officers, directors and principal shareholders of the assignee, as the case may be) expressly assumes in writing for the benefit of the Company all of the obligations and liabilities of Franchisee under this Agreement and any documents related thereto, including, but not limited to, the lease or sublease for the Restaurant and shall sign the ancillary documents Company requires for Denny's franchisees and its principals to be bound by this Agreement. If the seller's franchise agreement has less than five (5) years remaining, Company may require that the assignee and its principals sign the Company's then-current form of franchise agreement but with the same financial terms as this Agreement for the remaining term of this Agreement. The financial terms will increase or decrease to the then-current financial terms upon the original expiration date of this Agreement;

c. The assignee agrees to refurbish and remodel the Restaurant to the Company's then-current standards and to undertake such training as the Company deems necessary in connection with the operation of the Restaurant;

d. The assignee represents to the Company in writing that the assignee:

(i) Has conducted an independent study of the Restaurant and the business therein;

(ii) Has not in any way relied upon statements or representations of the Company, or its employees or agents, except as may be contained in a Franchise Disclosure Document or other comparable disclosure document which is required to be delivered to such assignee in accordance with applicable law; and

(iii) Acknowledges and understands that the assignee's rights upon assignment are conditioned on full performance of Franchisee's obligations hereunder and are limited to those expressly provided for in this Agreement;

e. As of the date of such assignment, Franchisee will have fully performed and complied with all of its obligations to the Company, whether under this Agreement or any other agreement, arrangement or understanding with the Company;

f. The assignee will successfully complete at its expense, any training program the Company may require in connection with the assignment of this Agreement;

g. Franchisee will pay and discharge all outstanding obligations to third parties arising from the existence, operation or maintenance of the Restaurant including, without limitation, amounts owing under the lease or sublease, if any, for the Restaurant site or to employees, vendors, taxing authorities, utility companies and others as of the assignment date;

h. Franchisee will pay to the Company an assignment fee established by Company from time to time, and Franchisee agrees and acknowledges that such fee will be due and payable upon submission by Franchisee of an application to request an assignment, whether or not such assignment is ultimately consummated or approved; and

i. Upon consent of the Company to any assignment, Franchisee will bring all accounts with the Company or its affiliates current, including any amounts still due and owing under any promissory note executed by Franchisee in favor of the Company or its affiliates, and Franchisee and its principals will execute a general release of all claims against the Company, in a form satisfactory to Company.

j. Franchisee and assignee will execute the Company's standard assignment documentation.

17.5 Unauthorized Assignments Void. Any assignment or purported assignment of Franchisee's rights, privileges or interests under this Agreement without the Company's written consent will be null and void, of no force and effect, and will constitute grounds for termination of this Agreement as provided in Section 18.

17.6 Entity Ownership Changes as Assignments. If Franchisee is a corporation or if this Agreement is assigned to a corporation, an assignment of this Agreement will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of any one class of outstanding capital stock or voting power of such corporation has been sold, transferred, pledged or assigned to persons or entities other than the original shareholders of the corporation at the time the corporation acquired the franchise. If Franchisee is a general partnership or if this Agreement is assigned to a general partnership, an assignment of this Agreement will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of all partnership interests have been sold, transferred, pledged or assigned to other than the original partners who entered into this Agreement or obtained an assignment of this Agreement. If Franchisee is a limited partnership or if this Agreement is assigned to a limited partnership, an assignment of this Agreement will be deemed to have occurred when the partnership interests of one or more general partners have been sold, transferred, pledged or assigned to other than the original general partners who entered into this Agreement or obtained an assignment of this Agreement on behalf of the limited partnership. If Franchisee is a limited liability company or if this Agreement is assigned to a limited liability company, an assignment of this Agreement will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of the membership shares of such limited liability company have been sold, transferred, pledged, or assigned to persons or entities other than the original members of the limited liability company at the time the limited liability company acquired the franchise. All transfers of ownership in an entity franchisee, even if less than twenty-five percent (25%), will be immediately reported by Franchisee to the Company. Notwithstanding any of the above stated thresholds relating to assignments by a Franchisee that is a legal entity, any such transfer by a person acting as the Managing Owner or Designated Operator, as required by Section 10 of this Agreement, will constitute an assignment of this Agreement.

17.7 Company Option to Purchase Interests. If an assignment is deemed to have occurred under any of the provisions of Section 17.6, then prior to the assignment and transfer being consummated, the Company will have the option to purchase not only the interests being transferred, but also the remaining interests, so that the ownership of the Company will be one hundred percent (100%). Any purchase of such remaining interests will be valued on a basis proportionate to the price of the interests initially being offered. Should the Company elect to exercise its right of first refusal, the Company and Franchisee will either terminate the lease or sublease, if any, for the Restaurant site or will take all action necessary to cause Franchisee's lease or sublease, if any, to be assigned to the Company.

17.8 Assignment Due to Legal Incapacity. Any assignment based upon the legal incapacity of Franchisee, whether by operation of law or otherwise, will be subject to the Company's written consent as provided herein.

17.9 Continuing Liability After Assignment. If this Agreement is assigned, Franchisee and any Guarantors will remain liable to the Company for the continuing obligations hereunder, and the Company's consent to any transfer will not constitute a waiver of any claims it may have against parties originally liable.

17.10 Transfers Upon Death or Incapacity. Any transfer of this Agreement or any interest in this Agreement by will or intestate succession, or the sale of this franchise by the executor or administrator of Franchisee's estate, will be considered to be a transfer requiring compliance with the provisions of this Section 17, including the requirements concerning the Company's written approval of the assignee, the assignee's qualifications and training, and the execution of agreements. If the Company does not approve the qualifications of any heir or beneficiary of Franchisee to operate the Restaurant, the executor or administrator of Franchisee's estate will have a period of six (6) months following written disapproval to sell the franchise business to an assignee acceptable to the Company, during which six (6) month period the Restaurant will be operated in accordance with all the terms and provisions of this Agreement. Such sale will be subject to the Company's right of first refusal pursuant to Section 17.3, 17.6 and 17.7. If such a sale is not concluded within that period, the Company may terminate this Agreement.

18. DEFAULT AND TERMINATION

18.1 In addition to all other available rights and remedies, the Company will have the right to immediately terminate this Agreement after written notice to Franchisee upon the occurrence of any of the following events:

a. Failure of Franchisee to pay to the Company any fees, costs, charges or other amounts due under this Agreement within five (5) days after notification that such amounts are overdue;

b. Failure of Franchisee to pay when due any rent, taxes or other payments required under any sublease with the Company or its affiliates for the Restaurant within five (5) days after notification that such amounts are overdue;

c. Failure of Franchisee to pay when due any payments or sums required to be paid to the Company under any Promissory Note given to the Company for payment of all or a portion of the amounts due under Section 6 of this Agreement within five (5) days after the due date thereof; provided, however, that Franchisee will be permitted no more than twice during any twelve (12) month period to cure such failure within five (5) days;

d. Failure of Franchisee to cure, within ten (10) days after written notice from the Company, any default by Franchisee under any loan, note or other obligation which is obtained from any third party to assist Franchisee to make any payment due the Company hereunder or which is secured by all or any part of Franchisee's interest in the Restaurant, the Restaurant site, or the improvements or furniture, fixtures or equipment therein;

e. Failure of Franchisee to comply with any provision, standard or requirement of this Agreement, of any other agreement between the parties related to the Restaurant (including any development agreement), of any agreement with a third party which Company requires Franchisee to enter into related to the Restaurant, or of the Manuals where the noncompliance is not otherwise covered in this Section 18, after being given notification thereof and a reasonable opportunity, which in no event need be more than thirty (30) days, to cure such default;

f. The commission by Franchisee (or an officer or director of or a shareholder in Franchisee, if Franchisee is a corporation, or a general or limited partner of Franchisee, if Franchisee is a partnership, or a member, if Franchisee is a limited liability company) of a felony, a crime involving moral turpitude, or any other crime or offense that the Company believes is reasonably likely to have an adverse effect on the Denny's System, the good will associated therewith, or the Company's interest therein; or

g. Franchisee is issued a written notice of violation (which would include but not be limited to notices of default) three or more times in any twelve (12) month period as a result of Franchisee's failure to comply with any provision, standard or requirement of this Agreement, with any other agreement between the parties related to the Restaurant, or with the Manuals, regardless of whether Franchisee corrects any breach or violation and regardless of whether such violations are related to each other.

h. Failure of Franchisee to participate in or a default under the Company's Payment Card Agreement as required under Section 7.3.

18.2 In addition to all other available rights and remedies, the Company will have the right to immediately terminate this Agreement without prior notice to Franchisee upon the occurrence of any of the following events:

a. Failure of Franchisee, for a period of ten (10) days after notification of non-compliance, whether from Company or a third party, to comply with any federal, state or local law applicable to the operation and maintenance of the Restaurant, including, but not limited to, public health and safety requirements;

b. Reasonable determination on the part of the Company that continued operation of the Restaurant by Franchisee will result in an imminent danger to public health or safety;

c. c. Franchisee abandons, or fails or refuses to actively operate the Restaurant for [5] or more consecutive days without the Company's express written permission or Franchisee's landlord notifies Franchisee that the landlord is re-taking possession of the Restaurant premises, an eviction proceeding is filed against Franchisee, or Franchisee loses the right to possession of the Restaurant premises, or otherwise forfeits the right to do or transact business in the jurisdiction where the premises of the Restaurant are located. If, however, through no fault of Franchisee, the Restaurant premises are lost, damaged, or destroyed by an event such that repairs or reconstruction cannot be completed within sixty (60) days thereafter, then Franchisee will have thirty (30) days after such event in which to apply for the Company's approval to relocate or reconstruct the premises, which approval will not be unreasonably withheld.

d. Franchisee or the Restaurant business is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets comprising the Restaurant are assigned to or for the benefit of any creditor, or Franchisee admits its inability to pay its debts as they come due;

e. Franchisee rejects this Agreement in any bankruptcy proceedings;

f. A levy of execution is made upon the Restaurant, upon the license granted by this Agreement or upon any property used in the Restaurant business, and it is not discharged within five (5) days of such levy;

g. The attachment of any involuntary lien in the sum of One Thousand Dollars ($1,000.00) or more upon any of the business assets or property of Franchisee, which lien is not removed, or for which Franchisee does not post a bond sufficient to satisfy such lien, within thirty (30) days of the filing of such lien;

h. The Restaurant business, equipment or premises are seized, taken over or foreclosed by a creditor, lien holder or lessor; provided, however, that Company's right to terminate will not arise until the time for appeal has expired; and provided further that this will not include judgment which has been validly appealed where a supersedeas or other appeal bond has been filed;

i. The right to occupy or lease the Restaurant site is lost or terminated;

j. Any material misrepresentation is made by Franchisee in connection with the acquisition of the franchise or Franchisee or any of its partners, officers, directors or principal shareholders is convicted of a felony or any other criminal misconduct that Company reasonably determines is relevant to the operation of the Restaurant;

k. Franchisee engages in conduct that is harmful or reflects unfavorably upon the operation and reputation of the Restaurant business, the Franchisee or the Denny's System. This may include exhibiting a reckless disregard for the physical or mental well-being of employees, customers, Company representatives, or the public at large; battery; assault; sexual harassment; other forms of threatening, outrageous or unacceptable behavior; or failure by Franchisee to comply with Title II of the Civil Rights Act of 1964 or with any requirement established by the Company to ensure the fair and impartial treatment of guests.

l. If Franchisee leases or subleases the Restaurant site or the leasehold improvements thereon from a third party, the failure of Franchisee to cure any and all defaults under the terms and provisions of any such lease or sublease within the time provided for the curing of any such default(s) in any such lease or sublease;

m. Any purported assignment, transfer or sublicense of this franchise, or any right hereunder, without the prior written consent of the Company as set forth in Section 17;

n. A default in any obligation to Company or its affiliates continues beyond any notice and cure period under any other agreement, including any other franchise agreement, personal guarantee, lease, sublease, promissory note or credit card agreement, and either: (1) the party in default is Franchisee or any Guarantor of this Agreement, or (2) the other agreement in default is guaranteed by Franchisee or any Guarantor of this Agreement (e.g., contracts with the same Guarantor are cross-defaulted);

o. Failure of Franchisee to maintain required insurance coverage and name Company, its parent, subsidiaries and affiliates as additional insureds as set forth in Section 9.1 and 9.2.

18.3 Recognizing that the failure of the Franchisee to meet the standards required in the System may endanger the reputation and operations of franchisees operating other Denny's restaurants as well as potentially endangering the general public, Franchisee and Company agree that, if operations at the Restaurant fall below the standards required by Company, Company will, in its sole discretion, in addition to and not in lieu of its right to terminate this Agreement, have the right to require that the Franchisee close the Restaurant to the public until the Franchisee is able to establish to Company's reasonable satisfaction that operations at the Restaurant will reliably meet, maintain or exceed the Company's standards.

18.6 Action to Enforce Cure for Default. In addition to all other available rights and remedies, the Company will have the right to take action to enforce performance of a cure for any default. In such event, Franchisee will reimburse Company for any reasonable: (a) travel and attorneys' fees, costs and expenses; (b) amounts paid to any third parties; and (c) the full, prorated salary, payroll expense and benefit cost related to the time expended by any employees, to the extent any of the foregoing are incurred by Company or its affiliates in effecting or overseeing the cure or enforcing Company's rights. Franchisee agrees to pay interest to the Company on any amounts which may become due to the Company from Franchisee, if such are not paid when due, at the rate of fifteen percent (15%) per annum or the maximum interest rate permitted by law, whichever is less.

19. RIGHTS AND OBLIGATIONS UPON TERMINATION

19.1 In the event of expiration or earlier termination of this Agreement:

a. Franchisee will promptly cease to use, in any manner and for any purpose, directly or indirectly, and will immediately return to the Company any of the Company's Manuals, trade secrets, proprietary information, rights, interests, policies, procedures, techniques, methods and materials acquired by Franchisee in connection with the franchise relationship established by this Agreement, including, but not limited to, the following:

(i) Specifications, recipes and descriptions of food products;

(ii) The Company's Manuals, memoranda, bulletins, forms, reports, instructions, directives and supplements thereto;

(iii) Training methods and materials provided by the Company hereunder;

(iv) Brochures, posters and other advertising materials; and

(v) The Denny's Marks, including without limitation, all trademarks, trade names, service marks, logotypes, labels, designs and other identifying symbols and names pertaining thereto;

b. Franchisee will immediately, but in no event later than thirty (30) days following closure, remove and destroy all signs and advertisements identifiable in any way with the Company's name and perform such reasonable redecoration and remodeling of the Restaurant site as may be necessary, in the Company's judgment, to distinguish it from a Denny's restaurant. Franchisee hereby grants to the Company the option to purchase all paper goods, containers and all other items containing the Company's name or the Denny's Marks at the lower of their cost or fair market value at the time of termination. If Franchisee subleased the Restaurant from the Company, Franchisee will promptly and peaceably deliver and surrender to the Company possession of the Restaurant building, parking lot, and fixtures. The Company will have the right, in its sole discretion, to waive the deidentification requirement and to directly operate, or offer for franchise, the Restaurant;

c. The Company may retain all fees paid pursuant to this Agreement;

d. On any termination or expiration of this Agreement whether due to a default of Franchisee or otherwise, the Company will have the right, at its option, for thirty (30) days after such termination or expiration to elect to purchase Franchisee's interest in the leasehold improvements and furniture, fixtures, equipment and any or all of the other tangible Restaurant assets at a purchase price equal to the lesser of Franchisee's cost or the fair market value of such leasehold improvements, furniture, fixtures, equipment and other assets, and to purchase Franchisee's inventory at Franchisee's cost thereof. If the parties cannot agree on the fair market value within forty-five (45) days of any such date of termination or expiration, the Company will designate an independent appraiser whose determination will be binding. If the Company elects to exercise any option to purchase as herein provided, it will have the right to set off all amounts due from Franchisee and the costs of the appraisal, if any, against any payment therefor. The Company's right to acquire the franchise takes precedence over any other security interest. In addition, should the Company elect to exercise its option hereunder, Franchisee will take all action necessary to cause Franchisee's lease or sublease, if any, with the lessor for the Restaurant site to be assigned to the Company; and

e. Except for material breach hereof by the Company, Franchisee will have no right to terminate this Agreement.

19.2 Payment of Sums. Upon the expiration or termination of this Agreement, Franchisee will promptly pay all sums owing to the Company and its subsidiaries and affiliates. In the event of termination by reason of any default of Franchisee, such sums will include all damages, costs and expenses, including reasonable attorneys' fees, incurred by the Company as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in favor of the Company against any and all of the personal property, furnishings, equipment, signs, fixtures and inventory owned by Franchisee located in the Restaurant operated hereunder at the time of any such default. Franchisee agrees to pay interest to the Company on any amounts which may become due to the Company from Franchisee, if such are not paid when due, at the rate of fifteen percent (15%) per annum or the maximum interest rate permitted by law, whichever is less.

19.3 Liquidated Damages. If this Agreement is signed in connection with a development agreement, Franchisee acknowledges that the purpose of the development agreement is to promote predictable, orderly, incremental growth within the Denny's System. If, in such case, Franchisee closes the Restaurant without Company's approval, then in addition to other amounts to be paid by Franchisee as set forth hereunder, Franchisee will pay to Company the sum of:

a. the amount equal to the average Royalty Fee paid by Franchisee during the two (2) years of operation of the Restaurant immediately preceding the closing of the Restaurant, or the entire period of operation if the Restaurant was not open for two (2) years prior to closing, multiplied by the number of weeks remaining in the Term; plus

b. the amount equal to the unamortized portion of any development incentive paid by the Company to Franchisee or its agent with respect to the Restaurant (as if such incentive was fully amortized over a five (5) year period commencing on the date of payment of such incentive to Franchisee or its agent) regardless of whether any portion or all of such incentive has been used by Franchisee or its agents.

19.4 Retention of Rights. The expiration or termination of this Agreement will be without prejudice to the rights and remedies of the Company against Franchisee. Furthermore, such expiration or termination will neither release Franchisee of any of its obligations and liabilities to the Company existing at the time thereof, nor terminate those obligations and liabilities of Franchisee that, by their nature, survive the expiration or termination of this Agreement.

20. PROPRIETARY RIGHTS AND UNFAIR COMPETITION

20.1 Denny's Marks. In the event of any claim of infringement of or challenge to Franchisee's use of the Denny's Marks licensed under this Agreement, Franchisee will immediately notify the Company in writing of the facts of such claim or challenge.

a. The Company will protect and defend Franchisee against any claims or challenges arising out of Franchisee's use of the Denny's Marks licensed hereunder.

b. The Company will reimburse Franchisee for all damages for which it is held liable in any such proceeding; however, the foregoing obligations of the Company to protect, defend and reimburse Franchisee will exist only if Franchisee has used the name or mark which is the subject of the controversy in strict accordance with the provisions of this Agreement and the rules, regulations, procedures, requirements and instructions of the Company and has notified the Company of the challenge as set forth above.

c. Any action to be taken in the event of a claim or challenge to any of the Denny's Marks will be solely in the discretion of the Company. The Company will have the sole right to control any legal actions or proceedings resulting therefrom. Any actions taken to protect the Denny's Marks will also be within the sole discretion and control of the Company. Franchisee is to cooperate fully with the Company in the prosecution or defense of any claim or challenge concerning any of the Denny's Marks.

20.2 Modification of the Denny’s Marks. If it becomes advisable at any time, in the sole discretion of the Company, to modify or discontinue the use of any one or more of the Denny's Marks or to use one or more additional or substitute names, marks or copyrights, Franchisee agrees to immediately comply with the instructions of the Company in that regard. In such event, the sole obligation of the Company will be to reimburse Franchisee for the actual costs, such as replacing sign faces, of physically complying with this obligation.

20.3 Ownership of the Denny’s Marks. Franchisee acknowledges and agrees that at all times and in all respects, the Denny's Marks are the sole property of the Company and that Franchisee has only a license to use such rights and marks according to the provisions hereof. Franchisee will make no application for registration of any identifying name or mark licensed herein or similar thereto without the prior written consent of, and upon terms and conditions satisfactory to, the Company. Franchisee agrees to indicate the required trademark, service mark or copyright notices in the form specified by the Company in connection with its use of the Denny's Marks. Franchisee agrees to take no action that will interfere with any of the Company's rights in and to the Denny's Marks. Franchisee will not, without the Company's prior written consent, sell, dispense or otherwise provide the Company's products bearing the Denny's Marks, except by means of retail sales in, or delivered from, the Restaurant.

20.4 Confidential Information. Franchisee acknowledges that, in connection with the operation of the franchised business, the Company will be disclosing confidential information and trade secrets to Franchisee. Franchisee further acknowledges that its knowledge of, and access to, the Company's formulas, recipes, processes, promotions, products, arrangements with vendors, techniques, know-how and other proprietary information (collectively referred to as the "Confidential Information") are derived entirely from the material disclosed to Franchisee by the Company. Franchisee acknowledges and agrees that at all times and in all respects, the Confidential Information is a trade secret of the Company and that Franchisee has only a license to use the Confidential Information according to the provisions of this Agreement.

a. Franchisee agrees to maintain fully and strictly the secrecy of all the Confidential Information and to exercise the highest degree of diligence in safeguarding the Confidential Information during and after the term of this Agreement. Franchisee will divulge the Confidential Information only to Franchisee's employees and only to the extent necessary to permit the efficient operation of the Restaurant during the effective term of this Agreement. After the expiration or termination of this Agreement, Franchisee will not divulge the Confidential Information to any person or entity, nor will Franchisee use the Confidential Information in any manner.

b. It is expressly agreed that the ownership of all of the Denny's Marks and the Confidential Information is and will remain vested solely in the Company. Nothing contained in this Agreement will be construed to require the Company to divulge to Franchisee any secret processes, formulas, ingredients or other information, except the material contained in the Company's Manuals and training materials.

20.5 To further protect the Denny's System while this Agreement is in effect, Franchisee and, if Franchisee is an entity, any individual (Guarantor) who signs a personal guarantee pursuant to

Section 21.2 will neither directly nor indirectly own, operate, control or have any financial interest in any coffee shop or family style restaurant business or any other business in the United States which would be in competition with the business of the Restaurant, the Company, or any subsidiary, franchisee or affiliate thereof, without the prior written consent of the Company. This applies to businesses in the United States which are of the same type as Denny's, as reasonably determined by Company, not just businesses which actually compete with the Restaurant or any specific Denny's. In addition, Franchisee covenants that, except as otherwise approved in writing by the Company, neither Franchisee nor any Guarantor will, for a continuous, uninterrupted period commencing upon the expiration or termination of this Agreement, regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for itself, or through or on behalf of, or in conjunction with any person, partnership or corporation, own, operate, control, or have any financial interest in any coffee shop or family style restaurant business which is substantially similar to the franchised business and which is located within a radius of fifteen (15) miles of the Restaurant. The foregoing will not apply to operation of a Denny's restaurant by Franchisee or any Guarantor pursuant to a franchise agreement with the Company, or to ownership by Franchisee or any Guarantor of less than five percent (5%) of the issued or outstanding stock of any company whose shares are listed for trading on any public exchange or on the over-the-counter market so long as neither Franchisee nor any Guarantor controls any such company.

This non-compete provision applies to the Franchisee, any Guarantor, and their respective spouses, as well as to children of any Franchisee or Guarantor if such child: (a) owns any portion of Franchisee or the Restaurant; (b) works in the Restaurant or is employed by Franchisee; or (c) has access to any Confidential Information. If a Franchisee or Guarantor completely divests its interest in Denny’s franchised restaurants in accordance with Section 17 to an approved buyer, then this non-compete provision will no longer apply to such persons and their family members.

20.6 If a court of competent jurisdiction determines that any provision of this Section 20 is invalid or unenforceable, this Agreement will not be void, but such provision will be limited to the extent necessary to make it valid and enforceable.

21. MISCELLANEOUS PROVISIONS

21.1 Corporate Franchisees. If Franchisee is comprised of more than one person, firm or corporation, Franchisee's rights, privileges, interests, obligations and liabilities under this Agreement will be joint and several with respect to such persons, firms or corporations.

21.2 Personal Guarantee. If Franchisee is a legal entity, the Company may require, as a condition to the effectiveness hereof, the written guarantee and assumption of Franchisee's obligations hereunder by the principal officers, members, Designated Operators, directors, any or all shareholders or trustees, or some other natural persons associated with Franchisee (each such individual, a “Guarantor”). The Company may accept another suitable credit assurance and arrangements with approved individual operators if Franchisee is a publicly traded corporation at the execution of this Agreement.

21.3 Notices. All notices and other communications required under this Agreement will be in writing and will be served personally on, will be delivered by overnight courier to, or will be sent by certified United States mail to, the party to be charged with receipt thereof. Notices and other communications sent by mail will be deemed given forty-eight (48) hours after deposit of such notice or communication in a United States post office with postage prepaid and duly addressed to the party to whom such notice or communication is directed. The address for the Company will be: 203 East Main Street, Spartanburg, SC 29319; Attention: Vice President of Franchise Development, and the address for the Franchisee will be set forth on the signature page to this Agreement. The Company or Franchisee may from time to time change its address for purposes of this Section by giving a written notice of such change to the other party in this manner.

21.4 No Waiver. The receipt and acceptance by either party of any payment, delinquent or otherwise, will not constitute a waiver of any default. No party's delay or omission in the exercise of any right or remedy upon any default by the other party will impair such right or remedy or be construed as a waiver of any term, covenant or condition of this Agreement to be performed by the other party. Any waiver must be in writing and will be strictly construed and limited to its express terms. The Company's consent to or approval of any act or conduct of Franchisee will not waive or render unnecessary the Company's consent to or approval of any subsequent act or conduct.

21.5 Condemnation. The term "condemnation" as used in this Section will mean the exercise of the power of eminent domain by any government official, entity, body, agency or authority, or private transfer in lieu thereof, and the "date of condemnation" will mean the date of actual physical taking of possession pursuant to the exercise of said power of eminent domain or private transfer in lieu thereof, or the date of settlement or compromise of the claims of the parties thereto during the pendency of the exercise of said power, whichever first occurs. If all or a part of the Restaurant is taken by condemnation, the Company may, at its option, terminate this Agreement effective on the date of condemnation.

21.6 Entire Agreement. The provisions of this Agreement are intended by the parties to be a complete and exclusive expression of their agreement and may not be contradicted by any other statement or understanding between the parties over the subject matter hereunder. Furthermore, this Agreement may not be amended or modified except by a written agreement signed by the parties. This Agreement supersedes any other license or franchise agreement for the Restaurant as of the Commencement Date; however: (a) such prior agreement will remain in effect according to its terms for any obligations which arose for operation of the Restaurant prior to the Commencement Date; (b) any obligations of Franchisee which continue through the Commencement Date (e.g., compliance with Manuals) will be governed by this Agreement as of the Commencement Date but may be enforced or applied according to the terms of this Agreement with respect to Franchisee's conduct prior to the Commencement Date; (c) obligations which arise hereunder prior to the Commencement Date (e.g., training or improvement of the Restaurant) operate separately from the prior agreement; and (d) any other contracts in place between Franchisee and any guarantor, on the one hand, and Company or its affiliates, on the other, concerning the Restaurant will remain in effect with any references to the license or franchise agreement being deemed to apply to this Agreement as of the Commencement Date. The Commencement Date may be established in this Agreement to occur before the end of the term of the prior agreement. Nothing in this Agreement is intended to disclaim the representations the Company made in the franchise disclosure document that the Company furnished to Franchisee.

21.7 Any and all claims arising out of this Agreement or the relationship among the parties must be made by Franchisee by written notice to the Company within twelve (12) months from the occurrence of the facts giving rise to such claim, except to the extent any applicable law or statute provides for a shorter period of time to bring a claim. Failure of Franchisee to give written notice within such time will waive any default arising under this Agreement and will preclude Franchisee's exercise or enforcement of any right or remedy arising therefrom.

21.8 If either party brings any action against the other arising out of or in connection with this Agreement or the enforcement thereof, or by reason of the breach of any term, covenant or condition of this Agreement on the part of either party, or including such matters and other claims, then in any such event the prevailing party will be reimbursed by the losing party for all costs and expenses, including reasonable attorneys' fees for the services rendered to such prevailing party. Notwithstanding the foregoing, if Company incurs expenses in connection with Franchisee's failure to comply with this Agreement, including, but not limited to legal and accounting fees, Franchisee will reimburse Company for any such costs and expenses which Company incurs.

21.9 This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina. The parties agree that any action brought by either party against the other in any court, whether federal or state, will be brought within the State of South Carolina. Franchisee hereby waives any right to demand or have trial by jury in any action relating to this Agreement in which the Company is a party. Any provision of this Agreement which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the prohibition or unenforceability without invalidating the remaining provisions of this Agreement. Any prohibition against or unenforceability of any provision of this Agreement in any jurisdiction, including the state whose law governs this Agreement, will not invalidate the provision or render it unenforceable in any other jurisdiction. To the extent permitted by applicable law, Franchisee waives any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect.

21.10 Except with respect to Franchisee's obligation to indemnify the Company pursuant to Section 9.3 of this Agreement and with respect to the damages in Section 19.3, the parties waive to the fullest extent permitted by law any right to or claim for any punitive, exemplary, special, incidental or consequential damages including lost profits (however characterized) against the other and they agree that, in the event of a dispute between them, the party making a claim will be limited to recovery of any direct or general damages it sustains.

21.11 Franchisee recognizes the unique value and secondary meaning attached to the Denny's System, the Denny's Marks, the Confidential Information and the associated standards of operation and trade practices, and Franchisee agrees that any noncompliance with the terms of this Agreement or any unauthorized or improper use will cause irreparable damage to the Company and its franchisees. Franchisee therefore agrees that if it should engage in any such unauthorized or improper use, during or after the term of this Agreement, the Company will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

21.12 <u>No Security Interest</u>. Franchisee will grant no security interest in any of the tangible assets of the franchised business, including the furniture, fixtures and equipment located in the Restaurant, unless the secured party agrees that in the event of any default by Franchisee under any documents relating to such security interests, that the Company will have the right and option to purchase the rights of the secured party in any such assets upon the payment of all sums then due such secured party. The terms of this <u>Section 21.13</u> will in no way relate to any interests in, under, or to this Agreement or any rights or obligations hereunder, and any such interest, including any security interest, will be assigned or granted, only in accordance with <u>Section 17</u> of this Agreement.

21.13 <u>Reservation of Rights</u>. Franchisee expressly acknowledges and agrees that the franchise is non-exclusive; that the franchise granted herein is only for the Restaurant; and that Franchisee is not granted any area, market or protected territorial rights. The Company and its affiliates retain the right, among others, in any manner and on any terms and conditions that the Company deems advisable, and without granting Franchisee any rights therein:

a. To own, acquire, establish, or operate, and license others to establish and operate, a Denny’s Restaurant, at any location;

b. To own, acquire, establish or operate, and license others to establish and operate, businesses under other proprietary marks or other systems, whether such businesses are the same, similar, or different from the Restaurant, at any location;

c. To sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, any products or services which bear any proprietary marks, including the Denny's Marks, at any location; and

d. To open and operate either full-service or new or modified concept Denny's restaurants or franchise or license others to open and operate either full-service or new or modified concept Denny's restaurants, at all universities, colleges, hospitals, municipal facilities, public transportation facilities, travel plazas, enclosed shopping malls, and similar locations of a "non-standard" nature, regardless of proximity to another Denny's.

Notwithstanding the foregoing, Company has an established an impact policy to protect the Denny's brand. Such impact policy may vary from time to time as the Company evaluates the brand's business model.

21.14 Binding Agreement. This Agreement will be binding upon and inure to the benefit of the parties hereto, their heirs, successors and assigns.

21.15 Any invalidity of any portion of this Agreement will not affect the validity of the remaining portion. Unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement will continue in effect.

21.16 The presentation of this Agreement to Franchisee in not an offer, and this Agreement will not be binding upon the Company unless and until it is signed and delivered by an authorized officer of the Company.

21.17 Third Party Beneficiaries. The parties intend to confer no benefit or right on any person or entity not a party to this Agreement, and no third party will have the right to claim the benefit of any provision hereof as a third-party beneficiary of any such provision. However, any provision benefiting the Company will likewise benefit its affiliates, to the extent of their interests in the Denny's System.

21.18 Anti-Corruption. Franchisee represents, covenants, and warrants to Company that:

a. Prior to and during the Term, Franchisee and each of its principals, employees, representatives or agents acting on its behalf, has not, directly or indirectly, offered, made or promised to make, authorized or given, and will not in the future offer, make or promise to make, authorize or give, any payment of funds or anything of value to any person in violation of all laws, rules, and regulations of any jurisdiction applicable to Franchisee from time to time concerning or relating to bribery or corruption ("Anti-Corruption Laws"), including with the intent to (i) influence any act or decision of any (1) elected and unelected officials, employees, agents, advisors and representatives of any branch or agency of government (i.e., local, regional, and national, and legislative, administrative, judicial, and executive branches); (2) directors, officers, employees, representatives and agents of government-owned or controlled companies, even if the companies are only partially owned or controlled by the government and the company acts like a commercial entity; (3) political parties, party officials and candidates for office; and (4) officers, employees, representatives and agents of public international organizations ("Government Official") in his or her official capacity, (ii) induce the Government Official to do or omit to do any act in violation of his or her lawful duty, (iii) secure any improper advantage, or (iv) induce a Government Official to use his or her position improperly to affect any act or decision of a government authority, in any way connected with this Agreement. Franchisee warrants and represents that no Government Official is or will be during the Term directly or indirectly an owner or investor in Franchisee and that no Government Official has or will have during the Term any financial interest, directly or indirectly, in the contractual relationship established by this Agreement. Franchisee will maintain accurate and complete accounting and other financial and business records related to this Agreement.

b. Neither Franchisee, any principal, nor any executive officer of Franchisee or any Affiliate is identified, either by name or an alias, pseudonym or nickname, on the lists of "Specially Designated Nationals," "Blocked Persons" or similar lists maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts available at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information); (2) neither Franchisee nor any principal is directly or indirectly owned or controlled by the government or any country that is subject to a United States embargo; (3) neither Franchisee nor any principal acts or will act directly or indirectly on behalf of the government of any country that is subject to a United States embargo; and (4) neither Franchisee nor any of its principals or executive officers has violated, and Franchisee will not violate, and will cause all principals and their respective executive officers not to violate the U.S. Patriot Act (Public Law 107- 56), U.S. Executive Order 13224 (text available at https://www.epic.org/privacy/terrorism/hr3162.html), and any similar applicable law prohibiting money laundering or the aid or support of Persons who conspire to commit acts of terror against any Person or government ("Anti-Terrorism Laws").

c. Franchisee will notify Company in writing immediately (i) of the occurrence of any event which renders the foregoing representations, covenants, and warranties of this Section 21.18 false, inaccurate or misleading or which constitutes a breach of any of the covenants of this Section 21.18; or (ii) if Franchisee or any of its principals, employees, representatives or agents violates Anti-Corruption Laws or Anti-Terrorism Laws or becomes subject to any internal investigation or investigation by a government authority involving the possible violation of Anti-Corruption Laws or Anti-Terrorism Laws during the Term.

Franchisee hereby agrees to defend, indemnify, and hold harmless Company from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing certification.

21.19 Effective Date. This Agreement will be effective as of the date it is executed by the Company.

21.20 Business Judgement. Notwithstanding any contrary provisions contained in this Agreement, Company and Franchisee acknowledge and agree that (a) this Agreement, and other agreements related hereto and thereto, and the relationship of the parties hereto which arise herefrom and therefrom, grants Company the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's explicit rights and obligations hereunder that may affect favorably or adversely Franchisee's interests; (b) Company will use its business judgment in exercising such discretion based on Company's assessment of Company's own interests and balancing those interests against the interests of Denny's restaurants generally (including Denny's restaurants operated by Company, its affiliates, or other developers or franchisees), and specifically without considering Franchisee's individual interests or the individual interests of any other particular franchisee; (c) Company will have no liability to Franchisee for the exercise of Company's discretion in this manner and (d) even if Company has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification, no trier of fact in any legal action will substitute its judgment for Company's judgment so exercised and such action or decision will not be subject to challenge for abuse of discretion. IF COMPANY TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN COMPANY'S DISCRETION OR AT ITS OPTION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND COMPANY'S ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES HERETO EXPRESSLY DIRECT THE TRIER OF FACT THAT COMPANY'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF COMPANY'S DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF COMPANY'S DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR COMPANY'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

[Signature page follows.]

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the parties as of the date first set forth below.

<table>
<tr><td>THE COMPANY:

DFO, LLC
a Delaware limited liability company

By: Denny's, Inc.
Its: Sole Member

By: ___________________________
Its: ___________________________

Date:__________________________</td><td>FRANCHISEE:

____

By:________________________
Its: ________________________
Address for Notices: __________
___________________________</td></tr>
</table>

The following person is approved by the Company as the Designated Operator for the Franchisee at this location. The Designated Operator and Franchisee acknowledge that the Designated Operator currently satisfies and must continue to satisfy throughout the Term all requirements of this Agreement.

____
Name:

EXHIBIT E

SUPPLY CHAIN OVERSIGHT COMMITTEE FRANCHISEE PARTICIPATION AGREEMENT

DENNY'S SUPPLY CHAIN OVERSIGHT COMMITTEE
FRANCHISEE PARTICIPATION AGREEMENT

This is the Franchisee Participation Agreement (the "Agreement" or "FPA") between the Denny's Supply Chain Oversight Committee (the "SCOC") and the undersigned franchisee (the "Franchisee") _______________________

(a) The SCOC was formed by Denny's, Inc., DFO, LLC (together "Denny's") and the Denny's Franchisee Association (the "DFA"), through the SCOC Charter (incorporated herein by this reference), which includes SCOC Board representation from both Denny's Inc., and DFA Board designees.

(b) The SCOC was formed to collaborate on strategic supply chain oversight and improvements for traditional full service restaurants within the contiguous 48 United States of America operating under the Denny's brand ("System."), including the purchase of goods for the Franchisee from the approved Distributor for the System ("Distributor"). Franchisee must be in good standing with Denny's in order for Franchisee to purchase goods procured by or through the purchasing oversight of the SCOC.

In consideration of the transactions contemplated herein, the SCOC and the Franchisee, intending to be legally bound, hereby make this Agreement and set forth the following terms and conditions.

1. Term and Termination. This Agreement shall continue in full force and effect until terminated by the Franchisee on six (6) months written notice of intent to terminate this Agreement. SCOC shall have the right to immediately terminate this Agreement upon the Franchisee no longer being considered a Franchisee in good standing with Denny's, or if Franchisee is in default of any agreement with Distributor. This Agreement shall be immediately terminated upon dissolution of the SCOC as provided for in the SCOC Charter as may be amended from time to time.

2. Commitments.

(a) The Franchisee understands, acknowledges and agrees to coordinate all requests for supplier and distributor approval through Denny's Inc. or, if delegated, to the SCOC.

(b) The Franchisee understands, acknowledges and agrees to abide by the terms of the SCOC Organization Documents (including but not limited to the SCOC Charter and SCOC Bylaws), as amended from time to time, including the provisions regarding sourcing fees and the distribution of any Sheltered Income, as set forth in the SCOC Organization Documents. The Franchisee further understands, acknowledges and agrees that the Franchisee is hereby making certain purchase commitments to the SCOC, Vendors and Distributor and that the Franchisee hereby appoints the SCOC as its purchasing agent and, as principal, Franchisee agrees to abide by and to fulfill such commitments made by the SCOC on Franchisee's behalf in all respects. ("Vendors" includes both current and prospective vendors to the Denny's System). These commitments include purchasing virtually all of the Franchisee's goods for use in the Franchisee's restaurants in the System from Distributor where Denny's and the SCOC have authorized or entered into a contract on behalf of the System.

(c) The Franchisee understands, acknowledges and agrees to abide by the purchase terms agreed to by the SCOC on Franchisee's behalf with Vendors and Distributor, to pay all late fees and/or surcharges imposed by Vendors and/or Distributor and to abide by the SCOC's decisions on funding its costs to oversee the System. The Franchisee agrees that the SCOC may receive or benefit from any payments from actual or prospective suppliers or Sheltered Income so long as the SCOC either (a) uses the amounts to defray SCOC operating costs or (b) shares such amounts or the benefit thereof pro rata among each participating restaurant in the System (including DENNY'S) that has executed a Franchise Participation Agreement based on the dollar volume of the purchases of such restaurant that gave rise to the receipt or benefit of such Sheltered Income, unless the SCOC approves another basis for payment, such as a flat amount per restaurant.

3. DFA Membership Not Required. DFA membership is not required for participation in the SCOC, however, non-DFA members do not vote for DFA Board members who designate six of the SCOC Board members.

4. Construction. This Agreement shall be governed by and construed (i) in accordance with the laws of the State of Delaware, and (ii) in accordance with the SCOC Organization Documents. The preambles to this Agreement are a part of this Agreement, which along with the Agreement and any Schedules and Exhibits attached hereto, constitute the entire agreement of the parties and are incorporated herein by reference. Nothing in this Agreement, however, may supersede, contravene or otherwise adversely affect any rights or requirements of Franchisee under a Franchise Agreement with Denny's. No amendments may be made to this Agreement unless in writing and signed by all parties hereto.

5. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect, the validity, legality and enforceability of that provision and of all other provisions of this Agreement shall in no other way be affected or impaired.

6. Notice. All notices, approvals, consents and demands required or permitted under this Agreement, including, without limitation, a notice of termination of this Agreement, shall be in writing and sent by hand delivery, facsimile, overnight mail, certified mail or registered mail, postage prepaid, to the parties at their addresses indicated below, and shall be deemed given when delivered by hand delivery, transmitted by facsimile or mailed by overnight, certified or registered mail. Either party may specify a different address by notifying the other party in writing of the different address.

If to SCOC:

Supply Chain Oversight Committee

____

____

If to Franchisee:

____

____

____

7. Benefit and Binding Effect. Except as otherwise specifically provided in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement, and their legal representatives, successors and permitted assigns.

8. Pronouns and Number. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender.

9. Headings, Schedules. The headings contained in this Agreement are inserted only as a matter of convenience, and in no way define, limit or extend the scope or intent of this Agreement or any provision of this Agreement. The Schedules and Exhibits to this Agreement are incorporated into this Agreement by this reference and expressly made a part of this Agreement.

ACCEPTED AND AGREED TO: FRANCHISEE By: __________________________ Name: ________________________ Title: _________________________ Date: _________________________	ACCEPTED AND AGREED TO: SUPPLY CHAIN OVERSIGHT COMMITTEE By: __________________________ Name: ________________________ Title: _________________________ Date: _________________________

Please indicate the unit locations which Franchisee owns below.

(if more space is needed, please attach an additional page)

Store Number	Franchise or License	Name of Owner	Controlling Shareholder or Partner

EXHIBIT F

GIFT CARD AGREEMENT

National Gift Card Program Overview

EXPERIENCED PROGRAM VENDOR - STORED VALUE SYSTEMS, INC. (SVS)

SVS is an electronic gift card concept "pioneer" with an extensive client base of more than 200 clients across numerous industries, including leading restaurant chains like Applebee's, TGI Friday's and Cracker Barrel.

CARD FEATURES

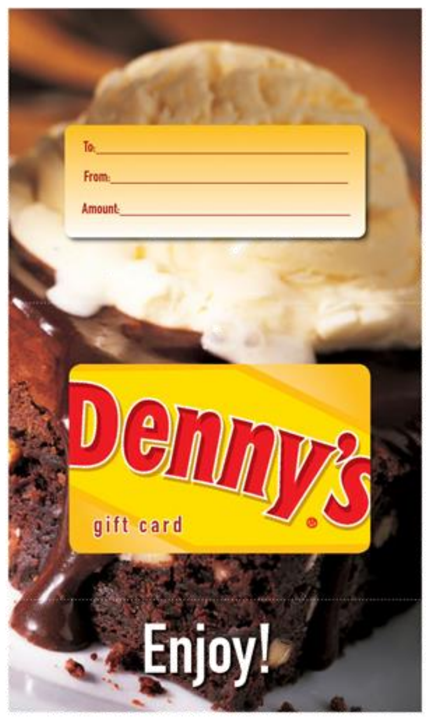
- Non-Denominated
- Non-Reloadable
- No value until issued: Can be loaded for any value between $10 - $100

CARD/CARRIER DESIGN

Each gift card comes with a "carrier" – a presentation piece that holds the card and allows the giver to include "to", "from" and "amount" information.

Front of Carrier (Closed)

Carrier Open and Displaying Denny's Gift Card



ESTIMATED PROGRAM COSTS (SUBJECT TO CHANGE)

- Card & Carrier Production: $0.299 per card & carrier combination. Price will vary.
  - This per card cost includes fulfillment, the process by which cards are scanned into the SVS system to associate them with your restaurant
  - Cards/Carriers come in cases of 250 each

- Shipping: Card/carrier orders are shipped from SVS via UPS and SVS will pass through the UPS charge for each order to you at actual cost – no markup
    - Transaction Processing & Connectivity: $0.038 per transaction (activation, redemption and balance inquiry)
- ACH Settlement Fee: $10 per month per direct deposit account (multiple restaurant franchisees typically use one direct deposit account)
- Third party redemption settlement fee of 9% of redemption amount if card sold at an outside retailer.

PROGRAM FEATURES

- Eliminate cash back on gift transactions except in certain states where required by law. Generally only required on balances of less than $5 or 10.
- Ensure automatic reimbursement of cross-franchisee redemption funds via monthly net ACH transactions
- Earn interest on unredeemed balances*
- Alleviate the administrative burden associated with a gift program:
    - Direct real-time access to gift card transaction data and reports
    - Settlement reconciliation at the individual restaurant level
    - ACH transaction reporting
    - Standard reporting package with a comprehensive selection of detailed reports
    - Processing fee and card shipment reporting
    - Fraud protection reporting
    - Unclaimed property reporting*
    - General ledger/transaction summary reporting
    - On-Line ordering of cards/carriers
- Increase sales to customers via year-round in-store merchandising of gift cards
- Capture business-to-business sales via mass batch activation
- Increase security: cards have no value until activated
- Reduce fraud: gift cards cannot be easily reproduced like gift certificates
- Know your 'gift card position' at all times via electronic tracking of gift card activations and redemptions
- Use as a tool for customer satisfaction
- Increase brand identity

*You keep the funds from the sale of gift cards in your bank account earning interest until the funds are redeemed at another restaurant or until the funds must be escheated to the state in which you operate.

Website Instructions: signon.us.storedvalue.com/portal/

Stored Value Systems portal is for office use in validating funding to bank statement, reconciling, and auditing.

1. User ID and password assigned during enrollment process.
2. A public IP address must be white listed by SVS prior to assigning user id. IP address emailed to the security administrator's email – acrandall@dennys.com or pranson@dennys.com. There is a two-day turnaround time.
3. Once log in is complete, click first on Reports and then "Core Reports". Client code for US program is 66735.
4. Choose Report needed from drop down list. Three of the most commonly used reports are:
   a. Store Txn Summary RPT590A or Calendar RPT590AM shows Gift Card sales and redemption activity each day. Report used to reconcile SVS amounts to the POS system.
   b. Total ACH Report SM0201E3 shows the ACH activity scheduled for the 6th of each month. It has complete monthly information on the 1st day of the month, and is used to ensure adequate funds are available for banking activity.
   c. General Ledger RPT580 shows the outstanding balance of unredeemed cards sold at your restaurant. The ending balance on this report is the General Ledger Liability.
5. TIP: Monthly versions of certain reports are available on the 1st or 3rd of each month. Most reports are not available on days without activity. There is no weekly reporting.
6. Please contact the Denny's Gift Card Administrator at 864.597.8570 for additional help with the website.

Please complete the User Access Information below for anyone needing access to Web Reporting. Please make additional copies if needed.

Return by email to pranson@dennys.com

1. User Name____

2. Email Address____

3. Phone Number____

4. Public IP Address where user is located______________________________

1. User Name____

2. Email Address____

3. Phone Number____

4. Public IP Address where user is located. (IPChicken.com is best source)______________________________

To Enroll in the Denny's Gift Card Program:

1. Please complete and sign a separate Franchisee Participation Agreement for each legal entity. Please note Franchisee Participation Agreements must be signed and dated by the franchisee of record.

2. Complete the ACH Authorization Form. A designated bank account for SVS to credit/debit your monthly activity is required. At month end, SVS will provide online a complete activity report and the net total amount to be credited to or debited from your designated bank account on the 6th business day of the following month.

   It is up to each Franchisee whether to use an existing account or to set up a dedicated bank account for Gift Cards.

   If you choose to use your existing depository account:
   - You may not need to be as concerned with ensuring sufficient funds exist to cover the net monthly activity.
   - Funds will not need to be transferred to a Gift Card account to cover your monthly activity if it happens to be a debit balance for the month.
   - Less incremental bank fees will be incurred.

   If you choose to have a dedicated Gift Card account:
   - You will need to ensure each month that sufficient funds are available for any net debit.
   - You will need to move funds periodically into and out of this account.
   - Opening a new account will incur some additional bank fees.
   - It may be easier to keep track of which funds are Gift Card sales if they are in a separate account.

   You'll need one ACH Authorization Form for each designated Gift Card Bank Account. Most franchisees will only need one Gift Card Bank Account. Please keep in mind that there is a monthly charge of $10 for each Gift Card Bank Account. If you have questions about how many Gift Card Bank Accounts you need, please contact the Stored Value Systems (SVS) Franchisee Help Desk at 1-877-260-7002 between the hours of 9:00 AM – 5:00 PM EST.

3. Complete the Franchisee Information Form.

4. Fax the completed Franchisee Participation Agreement(s), completed ACH Authorization Form(s) (with the Gift Card bank account routing number or a copy of a voided check), Franchisee Information Form, and Franchise Equipment Form to 1-864-597-8739 or 864-752-1593 via the attached fax cover sheet. Your enrollment forms will be reviewed for completeness and then forwarded to SVS. Upon receipt of the above completed forms, SVS will contact you via e-mail to complete the enrollment process.

r questions about how to complete any of the enrollment forms, please contact the SVS Franchisee Help Desk at 1-877-260-7002 between the hours of 9:00 AM - 5:00 PM EST.

<u>FAX COVER SHEET</u>
<u>PLEASE FAX BACK ALL INFORMATION</u>

DATE: ________________________

TO: DFO, LLC
Attn: Gift Card Administrator
(Phone number: 864-597-8570)

FROM: ________________________

PHONE #: ________________________

RE: **GIFT CARD PROGRAM ENROLLMENT PACKAGE,** to include:

- Franchisee Participation Agreement(s)
- Completed ACH Authorization Form(s)
- Franchisee Information Form

<u>COMMENTS :</u>

<u>Unit No. for each location to be added (please list):</u>

Email to : pranson@dennys.com

Number of Pages Including Cover Sheet: _____

FRANCHISEE PARTICIPATION AGREEMENT

This Franchisee Participation Agreement (this "Agreement") is entered into as of ______________, 20__, by and among DENNY'S, INC., a Florida corporation ("Denny's"), DFO LLC, a Delaware limited liability company ("Franchisor"), and ___________________________________, a(n) ____ ("Franchisee").

RECITALS:

WHEREAS Franchisee owns and operates a Denny's® Restaurant franchise pursuant to a franchise agreement with Franchisor; and

WHEREAS, Denny's and SVS have entered into that certain Services Agreement dated April 5, 2006, as amended (the "Services Agreement"), for SVS to provide services in connection with the Denny's cash card program ("Cash Card Program") whereby electronic cash cards (the "Cash Cards") are issued to the dining customers of Denny's restaurants (individually, the "Restaurant," and collectively, the "Restaurants") for use as gift certificates, promotional cards and credit from Restaurants operated by Denny's and its franchisees; and

WHEREAS, the Services Agreement provides that Franchisee may participate in the Cash Card Program by executing this Participation Agreement;

AGREEMENTS:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Franchisee, Denny's and Franchisor hereby agree as follows:

1. **Participation in the Cash Card Program**. By entering into this Agreement, Franchisee elects and agrees to participate in the Denny's Cash Card Program with all of its responsibilities and rights as described herein, including but not limited to selling and honoring for full value the redemption of Cash Cards, and agrees to be bound by the terms and provisions of the Services Agreement applicable to Franchisee, as the same may be amended from time to time in accordance with Section 2 below, including without limitation, its obligation to pay all amounts owed by Franchisee in connection with the Cash Card Program, including inter-divisional settlements (amounts owed to other Restaurants for redeeming Cash Cards issued by Franchisee) and all "Program Fees" (as defined in Schedule C(b) attached hereto.) Denny's and Franchisor agree that Franchisee shall have all of the rights of a "Participant" under the Services Agreement and will use best efforts to cause SVS to perform all services required of SVS thereunder for the benefit of Franchisee in conformity with the same standards of performance applicable to services rendered by SVS for Denny's and Franchisor. Denny's and Franchisor agree, for the benefit of Franchisee, at Franchisee's request, to assert claims against SVS on behalf of Franchisee arising from breaches of the Services Agreement on the part of SVS and to make diligent efforts to enforce the rights of Franchisee under this Agreement and the Services Agreement. Neither Denny's nor Franchisor is a guarantor of SVS's performance.
2. **Amendment to Services Agreement**. Franchisee shall be bound by any and all future amendments to the Services Agreement entered into by Denny's and SVS only if the amendment does not adversely affect the rights and obligations of the franchisee Participants when considered collectively or treat Franchisor or Denny's more favorably than the franchisee Participants. Franchisee shall receive written notice of the amendment at least thirty (30) days before it becomes effective. Any other amendment to the Services Agreement, including (without limitation) one that contemplates bulk sales of Cash Cards at a discount from face value to third-party sellers, shall bind Franchisee only if the text of the amendment has first been approved in writing by franchisee Participants that own, at the time of such approval, at least two-thirds of the Restaurants then owned by franchisee Participants.

3. **ACH Authorization**. Franchisee understands and agrees that amounts due and owing from Franchisee to SVS in connection with the Cash Card Program will be automatically debited from Franchisee's designated bank account(s) by ACH. Franchisee understands and agrees that SVS is acting as settlement agent for Franchisee, Denny's and the other participating franchisees for the settlement of Cash Card redemptions between restaurants. Accordingly, SVS will initiate ACH debits/credits from/to Franchisee's designated bank account(s) for amounts due to/from Franchisee for redemption of Cash Cards and Program Fees. In order to set up the ACH settlement process, Franchisee will complete and sign an ACH Authorization Form for each bank account, in the form provided by SVS, and will send the original(s) to Franchisee's bank and copy(ies) to SVS (via Denny's). Franchisee will provide the enrollment data and ACH authorization form to SVS no later than 30 days prior to the Franchisee's Restaurants becoming active Participants in the Cash Card Program. While the Cash Card Program is in effect, Franchisee will provide updated information and forms as requested by SVS, including such information and forms as needed for any new Restaurants or bank accounts opened by Franchisee.

4. **Funding**. Franchisee acknowledges, agrees and understands that proper funding of its designated bank account(s) for the Cash Card Program is necessary to ensure fair and efficient administration of the Cash Card Program. Franchisee agrees to ensure that its bank accounts are properly funded for the ACH settlement process as described in Schedule C(b) attached hereto.

5. **ACH Returns**. If, for any reason, Franchisee's bank dishonors an ACH debit transaction, an ACH return will result. ACH debit returns will be handled as set forth in Schedule C(b). If Franchisee is a party to a credit card agreement with Franchisor, Franchisor may use funds it receives from that agreement to satisfy the Franchisee's obligations hereunder, including without limitation: ① the amount of the dishonored ACH debit; ② any penalties that the bank has assessed for the dishonored ACH debit; ③ the amount of any payments made by SVS, Franchisor, Denny's or any other franchisee to cover redemption activity on Cash Cards issued by Franchisee; ④ any past due Program Fees owed by Franchisee; and ⑤ a security deposit, the amount of which is to be determined by Franchisor based on the average monthly amount of Franchisee's Cash Card redemption activity over the preceding six (6) month period. In lieu of or in addition to any rights under the credit card agreement, Franchisor may request that Franchisee wire transfer within ten (10) business days a total amount including ① through ⑤ above, or whatever balance remains from time to time after other credits (the "Cure Amount"). SVS or Franchisor may, but shall not be obligated to, resort to Franchisee's security deposit before or after pursuing other sources for subsequent Franchisee obligations. Upon Franchisee's payment of the Cure Amount, Franchisor shall promptly notify SVS to reactivate Franchisee's ability to issue Cash Cards. Regardless of the options pursued by Franchisor, all amounts paid by Franchisor or Denny's on Franchisee's behalf under this Agreement shall be obligations of Franchisee to Franchisor under the Franchise Agreement and Credit Card Agreement, if applicable. Franchisor shall be entitled to all remedies provided at law and in those and related agreements for non-payment or late payment of Franchisee's obligations under this Agreement. Franchisor may commingle Franchisee's security deposit with other funds of Franchisor and such funds shall not accrue interest. Notwithstanding any other provision in this Agreement to the contrary, so long as Franchisee disputes in good faith the amount of any of its obligations hereunder and is making reasonable efforts to resolve such dispute, Denny's shall not apply any of Franchisee's funds to satisfy the disputed amount and SVS shall not seek to suspend or terminate Franchisee's participation in the Cash Card Program.

6. **Suspension/Termination**. Franchisee understands and agrees that its participation in the Cash Card Program may be Suspended, in which case Franchisee would not be able to sell or activate Cash Cards or order additional Cash Cards, but Franchisee would be required to continue to redeem Cash Cards in order to satisfy the needs of customers who have previously purchased Cash Cards. SVS may elect to suspend Franchisee for the following reasons:

A. Franchisee does not properly fund its bank accounts for its undisputed obligations under the Cash Card Program, as more particularly set forth in Schedule C(b), and any such Suspension will remain in effect until the Cure Amount has been paid.
B. Franchisee enters voluntary or involuntary bankruptcy reorganization, in which case the Suspension will remain in effect until such time as Franchisee agrees to pre-pay for all card and carrier orders and to make all payments of all other Program Fees when due; or
C. Franchisee's failure to comply with any other provision of this Agreement which failure continues for a period of thirty (30) days after written notice thereof to Franchisee. Any such Suspension shall remain in effect until Franchisee cures such failure, provided that if such failure is not cured within sixty (60) days after notice, then Franchisee's participation may be terminated by Denny's.

Franchisee's participation will be terminated if Franchisee ceases to own or operate any Restaurant. Upon termination of Franchisee's participation in the Cash Card Program for any reason, Franchisee shall immediately pay to Franchisor or Denny's all amounts due from Franchisee in connection with the Cash Card Program.

Franchisee understands and agrees that it will not receive any ACH credits that would otherwise be due Franchisee as a result of the redemption of Cash Cards issued by other Restaurants as long as Franchisee is suspended and has an overdue and undisputed outstanding financial obligation arising under this Agreement to SVS, Franchisor or Denny's. Instead, such credit amounts will be applied to the satisfaction of such financial obligations until such time as Franchisee's outstanding financial obligations are met. During the suspension period, Franchisee will continue to be obligated for: ① payment of Program Fees that have accrued during the suspension period; and ② Inter-Franchisee redemption activity on Cash Cards issued by Franchisee. Under no circumstances may Denny's, Franchisor or SVS withhold any ACH credits to which Franchisee is entitled hereunder on account of any debts or obligations that Franchisee may owe to any of them other than the obligations of Franchisee arising under this Agreement.

7. **Denny's Credit Card Program**. If Franchisor and Franchisee are at any time parties to a separate agreement concerning credit card transactions, Franchisor or Denny's may collect under that agreement any undisputed amounts owed by Franchisee hereunder, and they may remit the funds to SVS or other appropriate payee or reimburse Franchisor or Denny's for Franchisee's undisputed obligations which either of them satisfied. Franchisor and Denny's are each third party beneficiaries of this Agreement.

8. **Change of Ownership; Escheatment**. If the ownership of a restaurant transfers to another Franchisee or to Denny's, the amount of all unredeemed gift cards sold by that restaurant and not yet remitted to a State for escheatment will be required to be paid in US Dollars to the new owner at time of closing of the sale/transfer. If the Franchisee has remitted unredeemed monies to a State, appropriate documentation of such transfer must be provided generally as well as to reduce the balance owed to the new owner.

9. **Equipment**. For Franchisees participating in the Denny's Credit Card Program, Denny's will provide at no cost to the Franchisee "standard" equipment capable of processing both credit cards and Cash Cards. For a limited time, Franchisees that enroll in the Denny's Credit Card Program will also be provided at no cost "standard" equipment capable of processing both credit cards and Cash Cards. Franchisees which receive free equipment will be responsible for the cost of maintenance of the equipment at rates and terms provided by the equipment manufacturer, and for returning existing equipment for credit according to instructions and timetables provided by Denny's. Only one of the three options [the foregoing A or B] shall apply to a particular restaurant.

   A. If the Franchisee is provided free equipment as a result of the Franchisee's participation in the Denny's Credit Card Program and the Franchisee later terminates such Credit Card Program participation, Denny's will have the right to have the equipment returned to Denny's or to sell it to the Franchisee at a mutually agreeable price.

B. Field testing of the "standard equipment" and software for the Cash Card Program has not been completed as of the date of this Agreement. If the Cash Card Program is not launched for the Denny's system within a satisfactory time frame as determined by the DFA, Franchisee may, at its option, terminate this Agreement and be released from all obligations hereunder (including, without limitation, the obligation to purchase any equipment or software.)

10. **Certification**. If Franchisee participates (or elects to enroll) in Denny's Credit Card program, Denny's at its cost shall successfully complete the operational and field testing of the "standard equipment" with credit and gift card software. If Franchisee processes credit cards outside the Denny's Credit Card program (option 9B), Franchisee shall not be required to pay any portion of the purchase price for the "standard equipment" until after the successful completion of field testing of such equipment with gift card software (so long as Franchisee returns any items it may have received.) Denny's shall use reasonable efforts to assist the three most prevalent credit card purveyors in the franchise system in adapting their software to the "standard equipment." Denny's shall use its best efforts to cause certification to be completed with those purveyors as soon as reasonably possible. Denny's shall use its best efforts to determine and to communicate to affected franchisees which integrated configurations can incorporate the SVS software in time to participate in the Denny's system rollout. If Franchisee utilizes an integrated Micros (model 3700), Positouch or Progressive POS system in one or more of its Restaurants, Franchisee shall request its POS provider to work with Denny's and Denny's shall use its best efforts to obtain the certification of dial-up and high speed integration.

11. **Inactive Cards.** Given that SVS charges a $.02 per month fee for carrying a card on file if the card has been inactive for 60 months, Denny's has elected to manage these inactive cards off-line and avoid the SVS carrying fee, thereby minimizing program costs. Should an inactive card dropped/purged from the SVS system be presented in any Denny's, Denny's will support the following off-line process:
1) the inactive card will be identified once the card is swiped and declined by SVS,
2) the restaurant personnel will call the Customer Solution Center (CSC) for assistance,
3) the CSC (provided by Denny's, Inc. and available 24/7) will have on-line access to a database of cards that have been deemed inactive for more than 24 months and therefore purged from the SVS system,
4) the history of the card in question will be reviewed to determine what balance, if any, remains on the card. If the card was in fact fully used, CSC will advise the restaurant personnel to advise the customer of the dates and redemption amounts that were transacted on the card,
5) if the card has a remaining balance, CSC will advise the restaurant personnel to replace the old card with a new card for an amount equal to the remaining balance of the old card at no cost to the customer,
6) CSC will advise Denny's Financial Services of these transactions by the 1st of each month and subsequently, SVS will be advised of the restaurant and monthly total amounts that should be reimbursed via ACH to each division on the 6th of the month (the same day that other ACH transactions will take effect). The issuing division of the replacement card will be reimbursed by the issuing division of the original card only for the amount of the balance transferred to the replacement card. Transaction costs will not be reimbursed.

The process outlined above may be adjusted slightly to accommodate the fact that the card may have already been escheated to a state prior to the attempted redemption. Regardless, the customer will receive a replacement card. Further research is required to determine how Denny's or any Participant should be reimbursed by the state where the inactive, unredeemed card balance was escheated.

12. **Denny's Payment Default**. If Denny's should fail to fully fund its obligations under the Cash Card Program when due, and if such failure continues for five (5) business days after written notice thereof to Denny's, Denny's shall cease to sell or activate any Cash Cards until such payment failure has been fully cured. If Franchisee fails to receive the full amount to which it is entitled in the monthly Inter-

Division Redemption settlement by reason of any such payment failure on the part of Denny's, Franchisee shall have the right to immediately offset the amount of the shortfall against its obligation to pay royalty fees under franchise agreements between Franchisor and Franchisee. If Franchisee participates in the Denny's Credit Card Program, Denny's shall apply such offset in calculating Franchisee's royalty fees before remitting Franchisee's credit card proceeds, effective immediately upon written notice from Franchisee that it desires to exercise its offset rights.

13. **Confidentiality**. Franchisee acknowledges that the fees and charges of SVS under the terms of the Services Agreement are confidential and that Franchisee may be provided access to other confidential information of SVS. Franchisee agrees to maintain the confidentiality of all confidential information in accordance with the confidentiality provisions in the Services Agreement.

14. **Establishment of Pooled Trust**. At the written request of franchisee Participants that own a majority of the Restaurants owned by franchisee Participants at the time of the request, Denny's shall make diligent efforts in good faith to negotiate the terms of a pooled trust with one or more independent third parties, in cooperation with representatives designated by Denny's Franchisee Association. The purpose of such pooled trust shall be to hold the proceeds of all sales of Cash Cards, to disburse such proceeds to reimburse Participants that redeem Cash Cards, to invest trust funds in a prudent manner, and to apply investment income to defray Program Fees in an equitable manner. Denny's shall not unreasonably withhold its approval of the terms of a pooled trust arrangement negotiated by DFA representatives with a qualified and independent third party which calls for Denny's to participate on the same terms as any franchisee. Any such pooled trust arrangement negotiated by DFA representatives, together with appropriate amendments to this Agreement to implement such arrangement, shall be submitted to all franchisee Participants and, if approved in writing by franchisee Participants owning a majority of the Restaurants then owned by all franchisee Participants, shall be promptly implemented. Such terms shall then become, without further act, approved amendments to this Agreement.

15. **Termination by Franchisee**. If SVS fails to credit to Franchisee's Divisional bank account when due the amount to which Franchisee is entitled under the terms of this Agreement, and if such failure continues for a period of thirty (30) days after written notice thereof has been given to Denny's, Franchisee may terminate its participation in the Cash Card Program and, upon written notice of termination to Denny's, Franchisee shall have no further obligation to redeem Cash Cards at its Restaurant(s) and shall have no obligation to pay Program Fees accruing after such notice of termination.

16. **Audits and Reports**. Denny's shall request SVS to cause KPMG (or other nationally recognized independent accounting firm) to examine SVS's procedures and issue an "SAS 70" report at least once during each twelve-month period, and shall provide a copy of such report to Denny's Franchisees Association ("DFA"). Denny's also shall provide to DFA, promptly after receipt, copies of all reports and data provided by SVS from time to time to Denny's pursuant to the terms of the Services Agreement concerning the overall Cash Card Program. DFA at its cost shall have the right to examine the books and records of SVS and Denny's relating to the calculation of redemption credits and Program Fees and to the amount of all unredeemed Cash Cards issued by Franchisee, Denny's or any other Participant in the Cash Card Program.

17. **No Assignment**. This Participation Agreement is not assignable by Franchisee, in whole or in part, without the prior written approval of Franchisor.

18. **Miscellaneous**. In the event of any inconsistency between the provisions of this Agreement and the provisions of the Services Agreement, the provisions of this Agreement shall control.

19. **Term**. The initial term of this Agreement shall begin on the date hereof and shall continue until such time as Denny's terminates its Agreement with SVS. If the Services Agreement should be extended in writing by Denny's and SVS, and if such written extension has been approved in writing by franchisee Participants that own at least two-thirds of the Restaurants then owned by such franchisee Participants, this Agreement shall be extended for the same period on the terms approved.

20. **Amendment**. Except as otherwise expressly provided in this Agreement, it may be amended only by a written instrument that has been signed by Denny's, Franchisor, and franchisee Participants that own, on the effective date of such amendment, at least two-thirds of the Restaurants then owned by the franchisee Participants.

21. **Condition Precedent**. Franchisee shall have no obligations under this Agreement until such time as Denny's and SVS amend the Services Agreement to replace Schedule C(b) attached thereto with the revised Schedule C(b) attached to this Agreement [and to make the franchisee Participants in the Cash Card Program third party beneficiaries of the Services Agreement.]

IN WITNESS WHEREOF, the undersigned has executed this Franchisee Participation Agreement as of the ___ day of ________, 20_____.

FRANCHISEE: ____________________________ Address:
____

By: ____________________________
____

Printed Name: ____________________________
____

Title: ____________________________ Attn:
____

E-mail:
____

DENNY'S, INC.
By: ____________________________

Printed Name: ____________________________

Title: ____________________________

DFO, LLC.
By: Denny's, Inc.
Its: Sole Member

By: ____________________________

Printed Name: ____________________________

Title: ____________________________

SCHEDULE C(b)
To
Franchise Participation Agreement between Franchisee, DFO, SVS and Denny's
<u>Cash Card Settlement and Reconciliation (Franchisee)</u>

This Schedule C(b) sets forth the means by which participating Franchisees shall pay SVS for all amounts owed to SVS by the participating Franchisees for Cash Card Services provided pursuant to the Franchise Participation Agreement, and it sets forth the procedures for settlement of Card redemptions among Denny's and all Franchisees.

1. **<u>Definitions</u>.** As used in this Schedule C(b) and elsewhere in the Franchise Participation Agreement, the following terms shall have the meanings set forth in this Section 1. All capitalized terms not defined in this Section 1 shall have the meaning ascribed thereto elsewhere in the Franchise Participation Agreement.

   "ACH" shall mean the method of electronic payment via the Automated Clearing House system.

   "ACH Authorization Form" shall mean the form prescribed by SVS that authorizes SVS to initiate ACH debits from and credits to Franchisee's designated bank accounts.

   "Division" shall mean the highest reporting and financial entity of a Franchisee or of Denny's that is recognized by SVS' categorical designations. For example, a Franchisee with one bank account represents one Division; a Franchisee with three bank accounts represents three Divisions.

   "Inter-Divisional Redemption" shall mean a redemption transaction that occurs in a Division other than the Division where the corresponding Card was initially activated.

   "Services Agreement" means that certain Services Agreement dated April 5, 2006, between Denny's Inc. and Stored Value Systems, Inc., together with any amendment thereto to the extent such amendments are binding upon Franchisee under the terms of the Franchisee Participation Agreement to which this schedule is attached.

   "Program Fees" shall mean (i) the Card Production fees described in Paragraph 1 of Schedule B to the Services Agreement for the volume of Cards actually ordered by Denny's, (ii) the Carrier Production Fees described in Paragraph 2 of Schedule B to the Services Agreement for the volume of Cards actually ordered by Denny's, (iii) the Card and Carrier Distribution fees of $0.03 per combined Card and Carrier unit described in Subparagraph 3(ii) of Schedule B to the Services Agreement, (iv) the Transaction Processing fee of $0.03 per transaction described in Paragraph 4 of Schedule B to the Services Agreement, (v) the System Communications fee of $0.02 per transaction (in the case of UUNet dial authorization) or $0.01 per transaction (in the case of VPN authorization) described in Paragraph 7 of Schedule B of the Services Agreement, (vi) the Franchise Support Services fee of $10.00 per month per Division bank account described in Paragraph 7 of Schedule B to the Services Agreement, (vii) any Bad Debt Surcharge or alternative payable in accordance with Paragraphs 4 or 5 of this Schedule C(b); and (viii) and charges after the initial year for IVR and web based customer transactions described in Paragraph 6 of Schedule B to the Services Agreement. All other fees and charges of SVS under the terms of the Services Agreement (i.e., those not described above) shall be excluded from "Program Fees" and shall be paid by Denny's without direct or indirect reimbursement from any of the Franchisee

Participants. If the amount of the Program Fees specified in Schedule B of the Services Agreement should change, such changes shall apply in the same manner to Restaurants owned by Denny's and the Franchisee Participants.

"Franchisee" shall mean each participating Franchisee who has entered into a Franchisee Participation Agreement.

"Suspend" or "Suspension" shall mean the blocking of a Franchisee from activating any Cards or from ordering any Cards.

2. **ACH Authorization.** Each Franchisee and Denny's will be required to sign an ACH Authorization Form for each Division, sending the original to its bank and a copy to Franchisor to be forwarded to SVS, in the form provided herein, no later than thirty (30) days prior to implementation of the Cash Card program at Franchisee's Restaurants. In the event that a Franchisee adds a new Restaurant or changes a bank account, the Franchisee will provide to SVS via Franchisor the required bank account information on the ACH Authorization Form no later than thirty (30) days prior to the date that the Restaurant is expected to open to the public for business. Franchisee shall identify Divisions on the ACH Authorization Form. SVS will provide reports to and generate ACH transactions for each Division. Before generating monthly ACH transactions for any of Franchisee's Divisions, SVS shall provide to Franchisee a report that itemizes the amount of the Inter-Divisional redemptions (separately stating the payments due from other Divisions and the payments due to other Divisions) and the amount of each category of Program Fees and credits for such month. If Franchisee is entitled to a credit in calculating its Systems Communications fee described in clause (v) of the definition of "Program Fees," or in calculating any other Program Fees, the amount of each category of credit shall be separately stated and shall be applied in the same month in which such Program Fee is charged to Franchisee.

3. **Franchisee Information Form.** Each Franchisee will be required to sign a Franchisee Information Form for each Division, sending the original to Franchisor via fax, in the form provided herein, no later than thirty (30) days prior to implementation of the Cash Card program at Franchisee's restaurants. In the event that a Franchisee adds a new restaurant or changes a bank account, the Franchisee will provide to Franchisor enrollment data no later than thirty (30) days prior to the date that the restaurant is expected to open to the public for business. Franchisee shall identify Divisions with respect to any restaurant added or changed.

4. **Bad Debt Surcharge**. If any Franchisee Participant fails to properly fund its designated ACH bank account to pay when due its obligations under the Franchisee Participation Agreement, Denny's is required under the terms of the Services Agreement to fund any deficit in such ACH account and, thereafter, Denny's shall use commercially reasonable efforts to recover such sums from the defaulting Franchisee (and any guarantors of such Franchisee) using all remedies available under the terms of the applicable franchise agreements, credit card arrangements, and other contracts between Denny's (or its affiliates) and such defaulting Franchisee. If Denny's is unable, after making commercially reasonable collection efforts, to recover the full amount of funds advanced on behalf of a Franchisee Participant hereunder, Denny's may impose a surcharge (a "Bad Debt Surcharge") upon the Card Production fees for Cash Cards subsequently purchased by all Participants (including Denny's and its affiliates), until the cumulative total of the Bad Debt Surcharge is equal to the amount of such bad debt loss. Denny's shall notify Franchisee of the amount of the bad debt loss and the identity of the defaulting Participant and thereafter shall promptly notify Franchisee

when the bad debt loss has been recovered. Franchisee shall have the right at its cost to inspect and audit the business records of Denny's and its affiliates to verify the accuracy of such information. Denny's shall propose a Bad Debt Surcharge designed to recover the full amount within twelve months. Before assessing any Bad Debt Surcharge, Denny's shall consult with the DFA to determine other mechanisms besides a surcharge on Card Production fees to recover the Bad Debt Surcharge uniformly from each Participant (including Denny's and its affiliates.)

5. **<u>Escheatment Losses</u>**. Denny's and Franchisor shall cause SVS to establish a reporting procedure whereby Franchisee may report to SVS the amounts remitted by Franchisee from time to time to a state for escheatment of unredeemed balances on Cash Cards issued by Franchisee. If Franchisee is required to remit such funds to a state for escheatment and provides a report thereof to SVS, Franchisee shall be released from its obligation to reimburse any other Participant for redemption of such Cash Card. In each such event, Denny's shall reimburse the Participant that redeems such Cash Card for the escheated amount, without reimbursement from the other Participants. If the aggregate reimbursement of escheated Cash Card balances paid by Denny's during any year exceeds the greater of: (a) $20,000; or (b) 0.004% of the gross dollar amount of Cash Cards sold during such year, Denny's may seek reimbursement of the excess amount from all of the Participants (including Denny's and its affiliates) in the same manner as Bad Debt Surcharges or alternatives under paragraph 4 above.

6. **<u>Financial Transactions</u>.** SVS will generate ACH transactions from/to each Division's bank account (including each Division bank account maintained by Denny's) as set forth in this Section. SVS will initiate the ACH transactions for posting on the 6th day of the month following the month of activity. If the 6th day is a weekend or a Federal Reserve holiday, then the ACH will be effective the next business day.

   A. **<u>Settlement of Inter-Divisional Redemptions</u>**. Each month, SVS shall compute the net amount due to/from each Division (including each Denny's Division) for settlement of Inter-Divisional Redemptions. Only Inter-Divisional Redemptions will impact the net amount due to/from a given Division. For each Division, the net settlement will be an ACH debit or credit for all authorized Inter-Divisional Redemptions, considering all payments due from other Divisions and payments due to other Divisions for the specified month.

   B. **<u>Program Fees</u>**. Each month, SVS will initiate separate ACH debits of each Division's bank account for Program Fees.

7. **<u>ACH Returns</u>**. The first time that an SVS-initiated ACH debit transaction is returned for any reason, other than a good faith dispute regarding the amount owed by a Franchisee, SVS will resubmit the ACH debit transaction. If the resubmitted ACH debit transaction is returned, then SVS may suspend Franchisee from issuing Cash Cards as outlined in Section 5 the Participation Agreement. The second (or subsequent) time that an ACH debit transaction is returned for a given Franchisee within a twelve-month period, SVS will not be required to resubmit the ACH debit transaction, but SVS may immediately suspend the Franchisee.

ACH AUTHORIZATION FORM

AUTHORIZATION TO HONOR ACH ELECTRONIC CREDITS AND DEBITS BY AND TO STORED VALUE SYSTEMS, INC.

To: ________________________________ Date: ________________

(Name of Bank)

____

(Branch and Telephone #)

____

(City, State, Zip)

____

(Routing number on bottom of Company's check, 9-digits)

As a mutual convenience to this Company and to Stored Value System, Inc., Company hereby requests and authorizes Bank to honor ACH electronic debits from Stored Value Systems, Inc. and to honor ACH electronic credits payable to Company and adjustments to any ACH electronic debits made in error to Company's account as described below.

Company agrees that, with respect to each such ACH electronic credit or debit, Bank shall be under no obligation to furnish Company with any special advice or notice in writing or otherwise of same.

This authority is to remain in effect until revoked by Company in writing to Bank and Stored Value Systems, Inc., and until Bank and Stored Value Systems, Inc. actually receive such notice, Company agrees that Bank shall be fully protected in honoring any such ACH electronic credit or debit.

Company further agrees that if any ACH electronic debit or credit be dishonored, Bank shall be under no liability whatsoever.

COMPANY INFORMATION

________________________________	________________________________
(Checking Account Number)	(Printed name of Authorized Depositor)
________________________________	________________________________
(Company Name on Account as listed with Bank)	(Signature of Authorized Depositor)
________________________________	________________________________
(DBA Company Name / Division Number (if known))	(Telephone Number)

Instructions to Company:
Please complete this form and have it signed by the Company's representative who is authorized on your Bank account (Authorized Depositor). Send the original to your Bank.
Send a copy of this form WITH AN ATTACHED COPY OF A VOIDED CHECK OR CHECK SPECIFICATION by fax to Denny's, Gift Card Administrator, at 1-864-597-8739 o r 864-752-1593. After review for completion, Denny's will forward to SVS.

FRANCHISEE INFORMATION FORM

FRANCHISE OWNER: ____
(Name shown on DFO, LLC Franchise Agreement(s))

COMPANY NAME(S): ____

PRIMARY CONTACT NAME: ____

PRIMARY CONTACT TELEPHONE NUMBER: ____

PRIMARY CONTACT FAX NUMBER: ____

PRIMARY CONTACT E-MAIL ADDRESS: ____

RESTAURANTS TO BE ENROLLED (list): ____

EXHIBIT G

RESTAURANT (SUB)LEASE

SUBLEASE

SUBLEASE

This Sublease Agreement (Lease) is made and entered into on _________________, 20__ by and between DENNY'S, INC., a Florida corporation (Landlord) and _____________________ (Tenant).

RECITALS

A. On ______________, 20__, Landlord entered into that certain lease (Master Lease), pursuant to which Landlord leased from _____________ (Master Landlord), that certain real property together with all easement(s) and common area rights including all buildings, structures and other improvements located thereon, situated in the City of ___________________, County of ________________, State of __________________ commonly known as ____________________, and more particularly described in the Master Lease, said description being incorporated herein by reference (the "Premises"). Tenant hereby acknowledges receipt of a copy of the Master Lease and all amendment(s) and rider(s) thereof, if any.

B. Denny's, Inc. owns all of the personal property, trade fixtures, furniture, fixtures, equipment, signs, and small wares located on the Premises. All personal property, trade fixtures, furniture, equipment, signs, and small wares located on the Premises and owned by Denny's, Inc. shall be conveyed to Tenant.

C. Tenant wishes to enter into this Lease for the purpose of leasing from the Landlord the Premises pursuant to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other valuable consideration, the receipt of which is hereby acknowledged, Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the Premises on the following terms and conditions:

AGREEMENT

1. Recitals.

The recitals set forth above are an integral part of this Lease.

2. Term.

a. The term of this Lease shall commence on ________________, 20___ (Commencement Date) and shall end on _________________, 20____, and shall be subject to the following options: _______________, unless sooner terminated in accordance with the provisions hereunder (Termination Date). If Tenant desires to extend the Lease pursuant to this section 2.a., Tenant shall provide Landlord notice of its intention to extend the term no less than thirty (30) days before Landlord is required to notify Master Landlord of its intention to exercise its option to extend the term of the Master Lease.

b. Tenant shall, on the last day of the Lease term, or any extension thereof, or upon any earlier termination of such term, surrender to Landlord the building and other permanent improvements on the Premises, in good order, condition and state of repair, reasonable wear and tear excepted.

c. At the expiration of the Lease, or earlier termination for any reason, Tenant shall immediately surrender possession of the Premises to Landlord. Should Tenant fail to do so, it consents to pay any and all damages which Landlord may suffer, including attorney's fees, costs and expenses incurred by Landlord to obtain possession of the Premises. Tenant expressly waives any notice to vacate at the expiration of the Lease. Should Landlord allow or permit Tenant to remain in the Premises after the expiration or termination of this Lease, this shall not be construed as an extension of this Lease, and such holding over shall be deemed to have created a week-to-week tenancy, subject to all the terms and conditions of this Lease, except that Tenant shall pay rent to Landlord at a rate equal to three hundred percent (300%)

of the highest total weekly rental (Minimum Rent plus Additional Rent), paid during the five (5) year period immediately preceding the expiration of the Lease or three hundred percent (300%) of the amount Landlord is obligated to pay Master Landlord during such hold over, whichever is greater.

3. Minimum Rent.

a. Effective ____________________, 20___, Tenant shall pay to Landlord, in advance, without prior notice or demand or offset, as a minimal rental for the Premises, the sum of __________ per week, which sum shall be paid in advance by check postmarked no later than the day following the weekly close throughout the term of this Lease (Minimum Weekly Rent). Rent shall increase at the same time and in the same amount as any increase in the Master Lease under which Denny's currently operates the restaurant.

b. If Tenant fails to deliver any payment of rent to Landlord within five (5) days after the date such payment is due, Tenant shall pay Landlord interest from the date such sum is due until such sum is actually paid at the lesser of the rate of fifteen percent (15%) per year or the maximum interest rate allowed by law.

c. Tenant's operating, accounting and billing period shall end each Thursday morning at 7:00 a.m. Tenant's quarterly operating, accounting and billing period is a four (4) week month, a four (4) week month and a five (5) week month. This four-four-five week quarter requires that all accounting information, including payroll expenses, reflect a maximum of twenty-eight (28) and thirty-five (35) days of income and expense respectively. For each week of the term of this Lease, Tenant is required to make all payments of Minimum Weekly Rent, Percentage Rent, Additional Rent and other payments due hereunder by check postmarked no later than the day following the weekly close. If the Commencement Date and Termination Date fall on any day of the week other than Wednesday, then any amounts due shall be prorated accordingly.

4. Percentage Rent.

a. In addition to the Minimum Rent, Tenant shall, throughout the term of this Lease and any extension thereof, pay to Landlord Percentage Rent (Percentage Rent) on a weekly basis in an amount by which __________ percent (___) of the gross sales, as the term "gross sales" is hereinafter defined, from all business conducted on the Premises by or under Tenant, exceeds the aggregate amount of Minimum Weekly Rent paid by Tenant during such period.

The term "gross sales" as used in this Lease shall mean the total revenues derived by Tenant in and from the conduct of business on the Premises from all sales of food, goods, wares, merchandise and all services made in, upon, or from the Premises whether for cash, check, credit or otherwise, without reserve or deduction for inability or failure to collect the same. Gross sales shall include without limitation sales and services where the orders originate at and are accepted by Tenant at the Premises but delivery or performance is made from or at any other place, or other similar orders are received or billed at or from the Premises, as well as any sums or receipts from the sale of meals to employees. Gross sales shall not include rebates or refunds to customers; or the amount of any sales taxes or other similar taxes that Tenant may be required to and does collect from customers to be paid to any federal, state or local taxing authority.

b. For each week of the term of this Lease, Tenant is required to send to Landlord a Weekly Sales and Royalty Transmittal which is supported by a dated, original, cumulative point of sale data in the form Landlord may, from time to time, require. Contemporaneously with the execution of this Agreement, Tenant agrees to sign Landlord's current version of the Franchise Credit and Debit Card Agreement (Credit Card Agreement) and participate in Landlord's credit card program, as it is administered from time to time. The term of the Credit Card Agreement is for the same term as this Agreement. Under the Credit Card Agreement, all sales at the Premises paid with a credit card are remitted directly to Landlord. After receiving these credit card payments on Tenant's behalf, Landlord will subtract any payments which Tenant may owe to Landlord (payments for minimum rent, percentage rent, and any other periodic payments or miscellaneous outstanding charges) as well as any amounts which Tenant may owe to Landlord's affiliates (including any payments due under a promissory note or franchise agreement). Landlord will remit to Tenant the balance, if any, remaining after subtracting all payments. Likewise, Tenant is required to send to Landlord a check or wire transfer for any fees not paid by the credit card sales.

Landlord shall have the right to verify the sales information submitted by Tenant, including, but not limited to, the right to export sales information directly from Tenant's point of sale system, or otherwise obtain information regarding the sales at the Premise.

Failure to participate in the credit card program or a default under that program constitutes a default under this Agreement.

c. If Tenant fails to deliver any payment of Percentage Rent to Landlord within five (5) days after the date such payment is due, Tenant shall pay Landlord interest from the date such sum is due until such sum is actually paid, at the lesser rate of fifteen percent (15%) per year, or the maximum interest rate allowed by law.

d. Tenant shall deliver to Landlord, simultaneously with Tenant's delivery to any taxing agency, duplicate copies of all returns, worksheets, forms and documents ("sales tax information") submitted to any such taxing agency for the purpose of reporting Tenant sales tax obligation. Tenant hereby grants to Landlord permission to provide Master Landlord with copies of all, or any part, of said sales tax information.

e. Landlord shall have a right to inspect Tenant's records of gross sales.

f. All other payments to be made by Tenant under this Lease shall be deemed to be "Additional Rent" whether or not such payments shall be designated as such. Landlord shall have the same remedies for nonpayment of additional rent as for the nonpayment of the Minimum Weekly Rent or Percentage Rent.

g. All rent payable shall be net to Landlord and all costs, expenses and obligations of every kind and nature whatsoever relating to the Premises shall be paid by Tenant.

5. Taxes.

a. Tenant shall pay as Additional Rent, as set forth below, all the real and personal property taxes and all the general and special assessments levied against the Premises which Landlord is required to pay pursuant to the terms of the Master Lease.

b. If, at any time during the term or any option period of the Lease, under the laws of the state in which the Premises are located, or of any political subdivision thereof in which the Premises are situated, a tax or excise on rents or other such tax, however described, is levied or assessed against Landlord at law or under the Master Lease on account of the Minimum Rent or the Percentage Rent, or any other rentals or amounts accruing under this Lease, as a substitution in whole or in part for real property taxes on the Premises, or any part thereof, or in addition thereto, such tax or excise or rents on rent shall, to the extent of the amount which is assessed or imposed upon Landlord and which was so assessed or imposed as a direct result of rentals accruing under this Lease, be deemed to be a real property tax or assessment levied or assessed against the Premises for the purposes of this Section. In addition, Tenant shall pay to Landlord amounts equal to any sales, use, gross receipts, excise, or other tax, except for taxes based upon Landlord's net income, which are, or should ultimately be, assessed against or are required to be collected by Landlord by a taxing authority in connection with this Lease.

c. Tenant shall pay as additional weekly rent, an amount estimated by Landlord to be the weekly sum accruing for real and personal property taxes payable by Tenant hereunder. Landlord may adjust said weekly estimated sum from time to time to an amount which, in Landlord's sole reasonable judgment, will be sufficient to cover Tenant's tax obligation for the prospective tax year. Within thirty (30) days following the end of Landlord's fiscal year, or, at Landlord's option, prior to the final date during each tax year on which taxes can be paid without penalties or interest, Landlord shall furnish Tenant with a statement covering the preceding year, setting forth the total real and personal property tax assessments payable by Landlord for such year and the payments made by Tenant for the corresponding period. If the sums payable by Landlord for real and personal property taxes exceed the payments made by Tenant, Tenant shall pay Landlord the amount of such deficiency within five (5) days after delivery of such statement pursuant to Article 22. If said payments by Tenant exceed the sums payable by Landlord for real and personal property taxes, Tenant shall be entitled to a credit in the amount of such overpayment to be applied to payments next due Landlord for real and personal property taxes as set forth in this Section.

d. If Tenant fails to deliver any payment of taxes to Landlord within five (5) days after such payment is due, Tenant shall pay Landlord interest from the due date until such sum is paid at the lesser rate of fifteen percent (15%) per year or the maximum interest rate allowed by law.

6. Insurance.

a Beginning on the Commencement Date and continuing for the full term, and any extensions, Tenant shall maintain in full force and effect, at Tenant's sole cost and expense, in accordance with the Landlord's insurance requirements from time to time with insurance carriers acceptable to the Landlord; provided, however, that if the amount or types of insurance coverages required pursuant to the terms of the Master Lease are greater, Tenant shall obtain insurance in such greater amounts or types. The coverage shall include: (a) broad form comprehensive general liability coverage, including products liability and broad form contractual liability coverage, in the amount of at least one million dollars ($1,000,000.00) combined single limit; (b) all risk insurance covering the building, structures, equipment, improvements and the contents in and at the Premises, on a full replacement cost basis, including an agreed amount endorsement if applicable, insuring against all risks of direct physical loss (except for such unusual perils as nuclear attack, earth movement and war, unless required by Master Lease); (c) business interruption insurance in actual loss sustained form covering the rental of the Premises, previous profit margins, weekly royalty and advertising fees paid to the franchisor, maintenance of competent personnel and other fixed expenses; (d) liquor (dramshop) liability insurance if the Tenant has a liquor or beer and wine license or sells alcoholic beverages on the Premises; (e) in connection with and prior to commencing any construction, refurbishment or remodeling on the Premises, Tenant shall maintain Builder's All Risks insurance and performance and completion bonds in forms and amounts acceptable to the Landlord; and (f) commercial umbrella insurance, with limits of not less than five million dollars ($5,000,000) to cover all primary underlying coverages. As proof of all required insurance, a certificate of insurance shall be submitted by Tenant for the Landlord's approval prior to Tenant's commencement of any activities or services to be performed under this Agreement. Tenant shall deliver a complete copy of Tenant's then-prevailing policies of insurance to Landlord within thirty (30) days following the delivery of the certificate of insurance.

b Landlord shall be named as an additional insured on all of such policies referenced in Paragraph a above to the extent of its interests and shall be provided with certificates of insurance evidencing such coverage. Tenant shall provide certificates of insurance to Landlord annually upon renewal or extension of the policies referenced in Paragraph a above. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to it, its affiliates, officers, agents and employees by reason of the negligence of Tenant, its principals, contractors, agents or employees. All policies shall extend to and provide indemnity for all obligations assumed by Tenant hereunder and all other items for which Tenant is required to indemnify Landlord under the provisions of this Lease and shall provide Landlord with at least thirty (30) days notice of cancellation or termination of coverage. Landlord reserves the right to specify reasonable changes in the types and amounts of insurance coverage required by this Section 6. Should

Tenant fail or refuse to procure the required insurance coverage from an insurance carrier acceptable to Landlord or to maintain it throughout the term of this franchise, Landlord may in its discretion, but without any obligation to do so, obtain such coverage for Tenant, in which event Tenant agrees to pay the required premiums or to reimburse Landlord. The amount of such premiums shall be set forth in a written invoice delivered to Tenant by Landlord. Tenant shall reimburse Landlord for the invoice amount within seven (7) days after the invoice has been delivered to Tenant. Failure to maintain the required insurance or to promptly reimburse Landlord for any premiums paid on behalf of Tenant by Landlord shall constitute a default.

c. Tenant agrees to defend at its own cost and to indemnify and hold harmless Landlord, its subsidiaries, parent and affiliates, shareholders, directors, officers, employees and agents from and against any and all loss, costs, expenses (including attorneys' fees), damages and liabilities, however caused, resulting directly or indirectly from or pertaining to the use, condition, construction, equipment, decorating, maintenance or operation of the restaurant on the Premises, including: (a) the preparation and sale of any product made in or sold from the restaurant, (b) any labor or other employee related claims of any kind, and (c) Tenant's failure for any reason to fully inform any third party of Tenant's lack of authority to bind Landlord for any purpose. Such loss, claims, costs, expenses, damages and liabilities shall include, without limitation, those arising from latent or other defects on the Premises or in the restaurant, whether or not discoverable by Landlord, and those arising from the death of or injury to any person or arising from damage to the Premises or Tenant's agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages or liabilities were actually or allegedly caused wholly or in part through the active or passive negligence of the Landlord or any of its agents or employees or resulted from any strict liability imposed on the Landlord or any of its officers, agents or employees.

d. The liability insurance obtained by Tenant shall (i) be primary and non-contributing, and (ii) contain cross-liability endorsements. The amount and coverage of such insurance shall not limit Tenant's liability or relieve Tenant of any other obligation under this Lease. Landlord may also elect to obtain comprehensive public liability insurance in an amount and with coverage determined by Landlord insuring Landlord against liability arising out of ownership, operation, use or occupancy of the Premises. The policy obtained by Landlord shall not be contributory and shall not provide primary insurance. Tenant shall be liable for the payment of any deductible amount under Tenant's insurance policies maintained pursuant to this Section. Tenant shall not do or permit anything to be done which invalidates any such insurance policies. In the event that insurance, in the form or amounts described in this Section, ceases to be available at any time during the term, Landlord may require substitute coverage in available forms as Landlord, in its reasonable determination, deems necessary to protect its interests.

e. Tenant, as a material part of the consideration to be rendered to Landlord, waives all claims against Landlord, except for claims based on Landlord's intentional conduct, for damages to goods, wares and merchandise in, upon or about the Premises from any cause arising at any time, and Tenant will hold Landlord harmless from any damage or injury to any person, or to the goods, wares and merchandise of any person arising from the use of the Premises by or under Tenant, or from the failure of Tenant to maintain the Premises as required. Tenant shall give prompt notice to the appropriate insurer and to Landlord in case of fire or significant damage in or upon the Premises. Additionally, Tenant shall promptly provide Landlord with copies of all filed claims and correspondence with any and all insurers regarding losses to the Premises of any nature whatsoever.

7. Common Area Charges. If Landlord whether under the Master Lease or otherwise, is required to pay any common area charges and assessments in respect to the Premises, including, without limitation, real estate taxes and assessments, insurance premiums or maintenance and repair costs for the common areas or merchants' association fees, any such payments shall be paid to the Landlord by Tenant at the time and in the manner provided for in the Master Lease as Additional Rent.

8. Subrogation.

Landlord and Tenant mutually waive their respective rights of recovery against each other from any loss insured by fire, extended coverage and other insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.

9. Utilities.

Tenant is required to open and maintain utility accounts in its name for, and to pay prior to delinquency, all charges for water, sewer, gas, heat, lights, power, trash, telephone service and all other services supplied to the Premises during the term of this Lease.

10. Alterations, Additions and Use.

a. The Premises shall be used solely for the operation of a Denny's restaurant. Any improvements to the Premises shall be at the sole expense of Tenant. Tenant shall not make any alterations or additions costing in the aggregate more than twenty thousand dollars ($20,000.00) within any consecutive twelve (12) month period or make any structural alterations without first obtaining the written consent of Landlord, as provided below subject to any additional requirements for approval under the Master Lease. Tenant shall give Landlord at least thirty (30) days notice of any alterations or additions so that Landlord shall have the opportunity to post a notice of non-responsibility, as may be provided for by local law.

i. In the event Tenant desires to make any modifications or improvements to the Premises or desires to undertake any act for which permits, approvals, or the equivalent are required by a governmental agency (Permits), Tenant shall first obtain, at Tenant's sole cost and expense, the necessary Permits from the appropriate governmental agency for any such modification, improvement, or undertaking, whether or not Landlord's written approval must be obtained.

ii. Tenant shall be solely responsible for obtaining all such Permits and shall be solely responsible and liable for Tenant's failure to comply with any rules, laws, ordinances or other legal requirements pertaining to work performed at the Premises. Tenant shall also be solely responsible for obtaining any construction plans, drawings and other documentation necessary to perform such alterations or additions. Tenant expressly agrees that neither Landlord nor Master Landlord shall bear any responsibility or liability resulting from Tenant's failure to comply with any legal requirements applicable to its construction.

Tenant shall comply at its expense with all requirements set forth in the Americans with Disabilities Act of 1990 (ADA), Title III, relating to design, renovation, alteration or construction of the Premises. Tenant shall indemnify and hold Landlord harmless from and against any losses, costs, damages or claims of any kind arising out of or in connection with compliance with the ADA. As part of any alterations, remodeling or reimaging of the Premises, Tenant shall include in the scope of work all work required by the ADA, and shall provide to Landlord certifications of appropriate professionals that the design and work satisfy ADA requirements.

iii. Landlord shall not grant its written approval of such alteration or addition until Tenant provides documentation to Landlord sufficient to establish, to the reasonable satisfaction of Landlord and Master Landlord, if required under the Master Lease, that Tenant has the financial resources to complete such modification, improvement or undertaking.

iv. Landlord's review and approval of any materials provided by Tenant pursuant to this Article does not constitute an admission that the proposed work complies with law or accepted standards in the trade.

b. Tenant shall promptly pay, when due, all claims for work and materials furnished in connection with any remodeling or repair of the Premises or any personal property situated thereon or therein, and Tenant shall not permit any liens or encumbrances, including liens for utilities, to attach to the Premises;

and further, Tenant agrees to indemnify Landlord and Master Landlord against loss from the same. Landlord may require Tenant to provide Landlord, at Tenant's sole cost and expense, a lien and completion bond in an amount equal to any and all estimated costs to insure Landlord against any liability for mechanic's and materialmen's liens and to ensure completion of the work, or evidence that Tenant has obtained bids from licensed contractors and has deposited in banking institutions a sum equal to any and all estimated costs (including architect's and consultant's fees) of any repairs, improvements, additions or alterations to or upon the Premises. If Tenant fails to keep all or any part of the Premises free from liens, then, in addition to any other rights and remedies available to Landlord, Landlord may take any action necessary to discharge such liens, including, but not limited to, payment to the claimant on whose behalf the lien was filed without investigation of the merits of claim. Tenant shall indemnify Landlord for, and hold Landlord harmless from and against, all liabilities so incurred by Landlord, without regard to any defense or offset that Tenant may have had against the claimant. Any such sums so advanced shall be deemed Additional Rent and shall be immediately due and payable upon demand. Interest on any such sums shall accrue from date paid by Landlord until paid by Tenant at the lesser rate of fifteen percent (15%) per year or the maximum rate allowable by law.

c. Before commencement of any repair, remodeling, reconstruction, alteration or addition to the Premises, Tenant or Tenant's general contractor shall procure, maintain in force, and provide satisfactory evidence to Landlord of, workers' compensation insurance and builder's risk insurance covering improvements in place and all material, labor and equipment at the Premises furnished under contract to Tenant. Such insurance shall remain in force through completion of such activity.

d. Tenant's alterations or additions shall be performed in a good and workmanlike manner and shall be expediently completed in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements.

e. Upon completion of any such alterations, Tenant shall provide Landlord, at no cost or expense to Landlord, with "as built" plans, copies of all construction contracts and proof of payment for all labor and materials.

f. The Premises shall not be maintained as, nor shall they be allowed to become, a public or private nuisance.

g. Upon any termination or expiration of the Lease, Tenant shall surrender and abandon without encumbrances or further payment all rights in leasehold improvements, whether purchased or acquired by Tenant from Landlord or its affiliates, or separately altered, purchased or made by Tenant. This shall not prevent Landlord or Master Landlord from conditioning approval of any alterations on a requirement that such alterations be removed or that the Premises be restored to their condition prior to such alterations, with such work to be completed by Tenant at its sole expense before the termination or expiration of the Lease.

11. Maintenance and Repair.

Tenant acknowledges that it has inspected the Premises and the Equipment and accepts the same in its "AS IS" condition at the Commencement Date. Tenant shall, at Tenant's own expense perform the maintenance obligations and make any and all repairs to the Premises and the Equipment: (1) which are required by any law now or hereafter affecting the Premises or Equipment; (2) which are required pursuant to the terms of any franchise agreement for the Premises; or (3) which Landlord reasonably believes are required to be made by Landlord as Tenant under the Master Lease. If Tenant fails to maintain and repair the Premises, Landlord may, on five (5) days prior notice, enter the Premises and perform such repair and maintenance on behalf of Tenant. However, in case of an emergency, Landlord shall have immediate rights to enter the Premises and to perform such repair. In either case, Tenant shall reimburse Landlord for all costs so incurred immediately upon demand. It is the intention of Landlord and Tenant that, at all times during the Lease term and any extensions, Tenant shall maintain the Premises and the Equipment in an attractive, first-class and fully operative condition. Landlord shall have no responsibility to repair, maintain or replace any portion of the Premises or the Equipment at any time. Tenant waives the benefit of any present or future laws which might give Tenant the right to repair the Premises or the Equipment at Landlord's expense or to terminate the Lease due to the condition of the Premises or the Equipment. Tenant shall not commit any waste.

Tenant shall not remove or permit the removal of any of the fixtures from the Premises unless other fixtures, property or equipment at least equal in value and utility shall be promptly substituted for the same. All such substituted fixtures, property, or equipment shall immediately and automatically become the property of Landlord as if such substituted fixtures, property, and equipment had been originally located or installed in the Premises as of the date of possession of the Premises by Tenant.

12. Condemnation.

If title or possession to the whole or part of the Premises shall be taken by eminent domain, and the Master Lease shall terminate by reason thereof, this Lease shall likewise terminate, and all payments required hereunder shall be prorated to the date of such termination. If the Master Lease is not terminated, then this Lease shall continue and the Minimum Rent shall be reduced in the same amount as the Minimum Rent under the Master Lease. Any award to the Tenant shall belong to and be paid to Landlord, including any amount attributable to any leasehold interest, except that Tenant shall receive from the award a sum, if any, allocated for damage, destruction or taking of Tenant's furniture, trade fixtures or equipment; provided, however, that Tenant is not in default hereunder. Tenant may also pursue and retain any award from the condemning authority, payable solely and specifically to Tenant for the loss of Tenant's business.

13. Assignment and Lease.

a. Tenant shall not assign this Lease, license or permit the use of all or any portion of the Premises by anyone other than Tenant without the prior written consent of Landlord, and any assignment or subletting shall be done only in connection with an assignment or transfer by Tenant of Tenant's rights under a franchise agreement for the Premises. Any assignment or sublease shall be subject to all the terms of this Lease and the Master Lease. The consent by Landlord to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting.

b. Notwithstanding the granting of Landlord's consent, no sale, conveyance mortgage, pledge, subletting, assignment or other transfer or encumbrance of this Lease or the Premises shall release or alter Tenant's primary liability to pay rent and perform all of its other obligations. No such sublease or assignment shall reduce any obligations of Tenant, which shall continue in full force and effect as the obligations of a principal and not of a guarantor or surety, to the same extent as though no assignment or sublease had been made. The acceptance of rent by Landlord from any person other than Tenant shall not be a waiver by Landlord of any provision of this Agreement. If any assignee or subtenant of Tenant defaults in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without proceeding against or exhausting its remedies against the assignee, subtenant or successor.

c. In the event Tenant becomes bankrupt or insolvent or makes an assignment for the benefit of creditors, or in the event of an assignment by operation of law, this Lease may be terminated at the option of Landlord.

d. If Landlord consents to any sublease, Tenant shall pay to Landlord as supplemental rent an amount equal to seventy-five percent (75%) of the amount by which the sublease rental exceeds the rent payable hereunder, throughout the sublease term. In computing this amount, the sublease rental shall include all rents, charges and other consideration paid or payable to Tenant under the terms of the sublease and any collateral agreements, and sums paid or payable by the assignee or subtenant for the purchase or rental of all of Tenant's property. Any assignment or sublease shall be for the entire Premises, and in no event will Landlord approve any assignment or subleasing of a portion of the Premises. Supplemental rent shall be paid by Tenant to Landlord when received by Tenant, or, at Landlord's option, on written notice to the subtenant, Landlord may collect all of any portion of this supplemental rent directly from the subtenant. Landlord's acceptance or collection of such supplemental rent will not be deemed to be a consent to any assignment or subletting or a cure of any default under any Section of this Lease.

e. In the event Landlord is requested to review any documentation pertaining to a proposed assignment or subletting by the Tenant, Tenant agrees to reimburse Landlord the reasonable administrative expense incurred by Landlord for such review, in the amount of two hundred fifty dollars ($250.00) per request. Such payments are due in advance upon Tenant's request for approval of assignment or subletting.

f. If Tenant desires to transfer or assign all or any part of its rights, privileges and interest in this Lease or to sublease the Premises, Tenant shall notify Landlord in writing. This notice shall be accompanied by (i) a statement setting forth the name and business of the proposed assignee or subtenant; (ii) a copy of the proposed assignment or sublease and any collateral agreements setting forth all the terms and financial details of the sublease or assignment; (iii) financial statements certified by an independent certified public accountant; (iv) a certification executed by the proposed assignee or subtenant that it has been represented by counsel who has advised the proposed assignee or subtenant of the legal effect of the proposed transaction; (v) evidence satisfactory to Landlord that the proposed assignee or subtenant has the present and prospective ability to fully perform the terms and conditions of the Lease; and (vi) any other information concerning the proposed assignment or sublease which Landlord may reasonably request.

g. If Tenant is a corporation or if this Lease is assigned to a corporation, an assignment of this Lease will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of any one class of outstanding capital stock or voting power of such corporation has been sold, transferred, pledged or assigned to persons or entities other than the original shareholders of the corporation at the time the corporation acquired the lease. If Tenant is a general partnership or if this Lease is assigned to a general partnership, an assignment of this Lease will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of all partnership interests have been sold, transferred, pledged or assigned to other than the original partners who entered into this Lease or obtained an assignment of this Lease. If Tenant is a limited partnership or if this Lease is assigned to a limited partnership, an assignment of this Lease will be deemed to have occurred when the partnership interests of one or more general partners have been sold, transferred, pledged or assigned to other than the original general partners who entered into this Lease or obtained an assignment of this Lease on behalf of the limited partnership. If Tenant is a limited liability company or if this Lease is assigned to a limited liability company, an assignment of this Lease will be deemed to have occurred when in the aggregate twenty-five percent (25%) or more of the membership shares of such limited liability company have been sold, transferred, pledged, or assigned to persons or entities other than the original members of the limited liability company at the time the limited liability company acquired the lease. All transfers of ownership in an entity tenant, even if less than twenty-five percent (25%), shall be immediately reported by Tenant to the Landlord.

14. Lease Subject to Master Lease Covenants.

In addition to the terms, conditions and provisions of this Lease, Tenant understands and agrees that this Lease is subject to each and all of the terms, conditions and provisions of the Master Lease and of the rights of Master Landlord. Except as expressly provided in the Lease, Tenant assumes all obligations of Landlord under the Master Lease and the provisions of the Master Lease shall be supplemental to and in addition to the terms hereof. In the event of any inconsistency between the terms of the Lease and the Master Lease, the Lease shall govern.

Landlord covenants and agrees that if Tenant shall perform all the covenants and agreements provided for in this Lease and the Master Lease, Tenant shall have the peaceful and quite enjoyment and possession of the Premises without any manner of interference or hindrance from Landlord or any person or persons lawfully claiming the Premises, but subject to all title matters of record.

15. Security Deposit.

a. Tenant shall pay to Landlord, simultaneously with the execution hereof, a sum equal to four (4) times the minimum weekly rental as provided under Article 3.a. as a security deposit. Should default occur in the payment of any rent or other amount payable under the Lease when due or should any of the terms, conditions or provisions of this Lease be breached or should the Premises be vacated or abandoned, Landlord, may, in addition to its rights and remedies set forth in this Lease or at law, apply this security deposit, or any part thereof, to damages incurred by Landlord as a result of any default by Tenant. If any portion of the security deposit is used or applied, Tenant shall, within five (5) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to twice the previous amount. Tenant's failure to do so shall be a material default under this Lease. Landlord shall not be required to keep the security deposit separate from its general funds, and no trust relationship is created with respect to the security deposit. Tenant shall not be entitled to receive interest on the security deposit. If there is no current outstanding breach or default, the security deposit shall be returned to Tenant or to Tenant's assignee or designee within thirty (30) days after the end of the Lease term, or any extension thereof.

b. In the event Tenant subsequently subleases, assigns, or relinquishes control of the Premises to a party not a signatory hereto, or to an entity in which Tenant has, or maintains, less than a seventy-five percent (75%) interest, Landlord reserves the right to require an additional security deposit in an amount not to exceed twice the original security deposit, effective upon the date of such transfer.

c. During the full effective term hereof, as additional security for Tenant's performance of the terms and provisions of this Lease, Tenant hereby grants to Landlord as security interest in and to the furniture, fixtures, equipment, signs and wares, now owned or hereafter acquired, located in or upon the Premises. The grant of such security interest shall be evidenced by a security agreement (Security Agreement) executed by Tenant in a form acceptable to Landlord. From time to time during the full effective term hereof, Tenant shall execute and deliver to Landlord such documents as Landlord requires to provide notice of the Security Agreement, including, but not limited to, UCC Financing Statements.

16. Landlord's Rights Upon Default.

In the event Tenant: (1) defaults in the payment of any rent or other amounts payable by Tenant when due by failure to pay such amounts within five (5) days after delivery of notice pursuant to this Lease that such amounts are overdue; (2) violates any of the other terms, conditions or provisions of this Lease; (3) vacates or abandons the Premises; or (4) defaults under the terms of a franchise agreement for the Premises or any other agreement between Landlord, its subsidiaries, parent company or affiliates, and Tenant, including, without limitation, any purchase agreement, promissory note or security agreement which has been executed by Tenant in favor of any of such parties; then Landlord may, at its option, at any time after the expiration of five (5) days following the delivery of notice to Tenant and Tenant's failure to cure such default within such cure period: (1) re-enter and take possession of the Premises; (2) remove Tenant's property; (3) relet the Premises or any part on such terms, conditions and rentals as Landlord may deem proper; and (4) at Landlord's option, either terminate or cancel this Lease or apply the proceeds that may be obtained from said reletting, after deduction of costs and expenses, to the rent due under this Lease and hold Tenant liable for the balance of any rent due. The rights of Landlord are in addition to any rights Landlord or its affiliates may have under the Master Lease, franchise agreement, any purchase agreement or promissory note. This Section is intended to be cumulative with respect to Landlord's rights and shall in no way limit Landlord's remedies at law or in equity.

17. Landlord's Right to Enter and Reserved Rights.

Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease.

Landlord shall have the right to immediately enter and safeguard the Premises in the event of abandonment by Tenant. No entry or taking of possession of the Premises by Landlord shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant.

Landlord reserves the right to make such other use of the Premises as it reasonably determines will not adversely affect Tenant's ability to operate a restaurant. Landlord may install or grant licenses, easements or subleases for the installation of ancillary structures such as signs, billboards, antennas, cellular relay equipment, utility transmission equipment and other infrastructure. Such structures shall not interfere with access to the restaurant or with the visibility of Tenant's signs. Such use shall be without payment to Tenant, but Landlord shall be solely responsible for any costs related to its use, including without limitation development and permit costs, utilities, and any ad valorem taxes on personal property or fixtures which Tenant has no rights to use. There shall be no adjustment of real property taxes.

18. Legal Expenses.

In the event either party brings an action against the other by reason of the alleged breach of any term, covenant or condition of this Lease, the prevailing party shall be entitled to recover from the other party all legal expenses, including reasonable attorney's fees, in an amount to be fixed by the court rendering such judgment. The foregoing provision notwithstanding, in the event Tenant shall be in default under this Lease, and shall cure such default after notice by Landlord pursuant to this Lease, then all reasonable attorney's fees incurred by Landlord as a result of such default shall be paid by Tenant. Such attorney's fees shall be added to the subsequent Minimum Rent as Additional Rent. Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred by Landlord in connection with any breach by or default of Tenant under this Lease, whether or not suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for the negotiation of a settlement, enforcement of rights or otherwise. Tenant shall also indemnify Landlord for, and hold Landlord harmless from and against, all liabilities incurred by Landlord if Landlord becomes or is made a party to any proceeding claim or action instituted: (1) by Tenant; (2) by any third party against Tenant; (3) by or against any person holding any interest under Tenant or using the Premises by license of or agreement with Tenant; (4) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; or (5) otherwise arising out of or resulting from any act or omission of Tenant or such other person.

19. Late Charge.

Tenant's failure to promptly pay rent or any other amount due may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord. Tenant agrees to pay to Landlord, in addition to interest as provided in this Lease, as Additional Rent, a separate late charge in the amount of one hundred fifty dollars ($150.00) for each time Tenant fails to pay to Landlord any amounts due within five (5) days after notice is given pursuant to this Lease. Any such late charge shall then immediately be due and payable to Landlord. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. Acceptance of the late charges by Landlord shall not constitute a waiver. However, interest shall not be payable on late charges.

20. Waiver.

The waiver by either party of any breach, term, covenant, or condition of this Lease to be performed by the other shall not be deemed to be a waiver of any subsequent breach, term, covenant or condition.

No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord.

21. Estoppel Certificate.

Tenant shall, at any time and from time to time, within five (5) calendar days following written notice by Landlord, execute, acknowledge and deliver to Landlord, without charge, a written statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that the Lease is in full force and effect as modified and stating the modifications, the dates to which the rent and any other payments made pursuant to the terms of this Lease have been paid in advance, if any, and stating whether or not the Landlord is currently in default, or if conditions exist which would mature, by the mere passage of time, into an incident of default, in the performance of any term, covenant, condition or agreement contained in this Lease, and, if so, identifying with specificity any and all such defaults. If Tenant fails to execute and deliver an estoppel certificate, Landlord's representations concerning the factual matters covered by such estoppel certificate, as described above, shall be conclusively presumed to be correct and binding on Tenant.

22. Notices.

All notices, demands, and other communications to be given or delivered under or by reason of the provisions of this Lease, shall be in writing and shall be deemed to have been given when personally delivered, delivered by overnight courier, or mailed by registered or certified mail, postage prepaid, return receipt requested. Notices, demands, and communications to the parties shall, unless another address is specified in writing, be sent to the address below:

If to Landlord: DENNY'S, INC.
Attn: Property Management Dept.
203 E. Main Street
Spartanburg, SC 29319

With a copy to: DENNY'S, INC.
Attn: Legal Department
203 E. Main Street
Spartanburg, SC 29319

If to Tenant: ______________________________
____
____
____

23. Time of the Essence.

Time is of the essence as to each and every provision of this Lease.

24. Invalidity of Provisions.

If any term or provision of this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected.

25. Failure to Act.

In the event Tenant fails to take any action required or to perform any of its obligations, Landlord may do so, but at the sole cost and expense of Tenant, and such cost shall be considered as Additional

Rent. Interest on any such sums expended by Landlord shall accrue from the date paid by Landlord until paid by Tenant at the lesser rate of fifteen percent (15%) per year or the maximum rate allowable by law.

26. Plans and Data.

Any plans, data or other information concerning the Premises, furniture, fixtures, equipment or other property made available to Tenant by Landlord or Landlord's representatives are provided to Tenant with no representations or warranties whatsoever. Landlord assumes no responsibility for such items and Tenant assumes all risks in connection with their use.

27. Headings and Titles.

The marginal headings or titles to the sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease.

28. Governing Law and Jurisdiction.

This Lease shall be construed according to and governed by the laws of the state in which the Premises are located. Tenant irrevocably consents to the jurisdiction of such court and waives any objection Tenant may have to either jurisdiction or venue of such court.

29. Additional Terms.

a. Notwithstanding anything to the contrary in this Lease, if Tenant, or any proposed transferee of Tenant, claims that Landlord has unreasonably withheld or delayed its consent under this Lease, or otherwise has acted unreasonably, their sole remedies shall be declaratory judgment and an injunction for the relief sought without any monetary damages, and Tenant waives all other remedies on its own behalf and, to the extent permitted under all laws, on behalf of Tenant's proposed transferee.

b. No merger shall result from Tenant's sublease of the Premises, Tenant's surrender of this Lease or any termination of this Lease in any other manner. In any such event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sublandlord.

c. All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

d. Nothing contained in this Lease shall be deemed or construed to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord or Tenant, and neither the method of computation of rent, nor any other provisions contained in this Lease, nor any acts of the parties shall be deemed to create any relationship between Landlord and Tenant, other than the relationship of Landlord and Tenant.

e. Tenant waives any and all rights of redemption granted by or under any laws if Tenant is evicted or dispossessed for any cause, or if Landlord obtains possession of the Premises by reason of the violation of Tenant of any of the terms, covenants or conditions of this Lease, or otherwise.

f. In the event Tenant, its parent, affiliate, or subsidiary, or any entity in which Tenant or any officer, director, or shareholder or any combination of such persons has a controlling interest, or any entity controlled by a member of the immediate family of any officer, director or shareholder of Tenant acquires the fee interest of the Premises prior to expiration of the then current term of the Lease, then upon such acquisition, the Lease shall terminate at the election of the Landlord. Upon termination of the Lease, the parties shall promptly, without cost or expense to Landlord, (i) execute all necessary documents to record the Lease termination; (ii) prorate all rent, taxes, insurance and all other charges payable under the Lease, except that, if rent under this Lease is greater than rent under the Master Lease, Landlord shall be entitled to receive the difference in the rental amounts computed through the end of the term of this Lease and (iii) enter into a general mutual release of any claims arising out of the Lease.

g. If Tenant is a legal entity, Landlord may require, as a condition to the effectiveness hereof, the written guarantee and assumption of Tenant's obligations hereunder by the principal officers, members, directors, any or all shareholders or trustees, or some other natural persons associated with Tenant.

h. Tenant Certifies that:

(i) It is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) It is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Tenant hereby agrees to defend, indemnify, and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

30. Counterparts.

This Lease may be executed in counterparts and each such counterpart shall be deemed to be an original.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES APPEAR ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written. Attached to this Lease agreement is Exhibit A, Personal Guarantee of Lease.

LANDLORD: DENNY'S, INC., a Florida corporation	TENANT:
By: _________________________	By: ___________________________
Its: _________________________	Its: ___________________________

PERSONAL GUARANTEE OF SUBLEASE

Guarantor hereby unconditionally guarantees the full performance of, and expressly agrees to adopt and be bound by, each and all of the terms, covenants and conditions of that certain Sublease dated ___________________, 20__ (Lease) between DENNY'S, INC. (Landlord) and ______________________________ (Tenant). Guarantor further agrees as follows:

1. This guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or by any disaffirmance or abandonment by a trustee of Tenant.

2. This covenant and agreement on the part of the undersigned shall continue in favor of Landlord notwithstanding any extension, modification or alteration of the Lease entered into by and between the parties thereto, or their successors or assigns, and no extension, modification, alteration or assignment of the Lease shall in any manner release or discharge Guarantor and Guarantor does hereby consent thereto.

3. The liability of Guarantor under this guarantee shall be primary and in any right of action which shall accrue to Landlord under the Lease, Landlord may, at its option, proceed against the undersigned without having commenced any action or having obtained any judgment against Tenant.

4. Guarantor shall pay Landlord's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this guarantee against Guarantor, individually and jointly.

5. Guarantor hereby waives notice of any demand by Landlord as well as any notice of default in the payment of rent or any other amounts contained or reserved in the Lease.

6. Guarantor acknowledges that he may receive confidential information from the Landlord, or an affiliate of the Landlord, in the form of formulae, recipes, processes, products, techniques, know-how and other proprietary information (collectively referred to as the "Confidential Information"). Guarantor acknowledges and agrees that at all times and in all respects, the Confidential Information is a trade secret of the Landlord and its affiliate. Further, Guarantor agrees:

a. to maintain fully and strictly the secrecy of all the Confidential Information and to exercise the highest degree of diligence in safeguarding the Confidential Information during and after the term of this guarantee.

b. that the ownership of all of Denny's intellectual property and the Confidential Information is and shall remain vested solely in the Landlord and affiliate.

7. Guarantor agrees that he shall neither directly nor indirectly own, operate, control or have any financial interest in any coffee shop or family style restaurant business or any other business which would be in competition with the business of the Restaurant subject to the Franchise Agreement, the Landlord, or any subsidiary, franchisee or affiliate thereof, without the prior written consent of the Company. This applies to businesses wherever located which are of the same type as Denny's, as reasonably determined by Landlord, not just businesses which actually compete with the Restaurant or any specific Denny's. In addition, Guarantor covenants that, except as otherwise approved in writing by the Landlord, Guarantor shall not, for a continuous, uninterrupted period commencing upon the expiration or termination of this guarantee regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for himself, or through or on behalf of, or in conjunction with any person, partnership or corporation, own, operate, control, or have any financial interest in any coffee shop or family style restaurant business which is substantially similar to the franchised business and which is located within a radius of fifteen (15) miles of the location of the Restaurant. The foregoing shall not apply to operation of a Denny's restaurant by Guarantor pursuant to a franchise agreement with the Landlord’s affiliate or ownership by

Guarantor of less than five percent (5%) of the issued or outstanding stock of any company whose shares are listed for trading on any public exchange or on the over-the-counter market; provided that Guarantor does not control any such company.

This non-compete provision applies to Guarantor, and his/her spouse, as well as to children of Guarantor if such child: (a) owns any portion of Franchisee or the Restaurant; (b) works in the Restaurant or is employed by Franchisee; or (c) has access to any Confidential Information. If Guarantor completely divests his interest in Denny's franchised restaurants in accordance with Franchise Agreement Section 17 to an approved buyer, then this non-compete provision will no longer apply to Guarantor and his family members.

The use of the singular herein shall include the plural. The obligations of two or more parties shall be joint and several. The terms and provisions of this guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named.

IN WITNESS WHEREOF, Guarantor executed this guarantee on ____________________, 20__.

____

Exhibit A

EXHIBIT H

IGP DEVELOPMENT AGREEMENT

DFO, LLC

Incentivized Growth Program Development Agreement

DFO, LLC
Incentivized Growth Program Development Agreement

This Incentivized Growth Program Development Agreement (Development Agreement) ("**Agreement**") is made and entered into on ________________________ ("**Effective Date**"), by and between DFO, LLC, a Delaware limited liability company with its principal office in Spartanburg, South Carolina ("**Denny's**"), and __________________________ a ______________________________________ with its principal office in ________________________________ ("**Developer**").

RECITALS

A. Denny's is engaged in the business of franchising others to operate family style restaurants (the "**Denny's System**").

B. Developer represents that it is experienced in and has independent knowledge of the nature and specifics of the restaurant business as well as the development of retail real estate in the areas under consideration. Developer represents that in entering into this Agreement it has relied solely on its personal knowledge and has not relied on any representations of Denny's or any of its members or their respective officers, directors, employees or agents, except those representations contained in any legally required disclosure document delivered to Developer.

C. Developer desires to obtain development rights from Denny's for target sites ("**Locations**") specified in Exhibit A.

D. Denny's is willing to grant the exclusive right to Developer to develop full-service Denny's restaurants for the Locations upon the terms and conditions contained in this Agreement.

E. Developer agrees to build and open new Denny's restaurants according to the benchmarks on the development schedule attached to and incorporated into this agreement as Exhibit B ("**Schedule**"). This commitment is the consideration for the Development Incentive (as defined below).

NOW THEREFORE, in consideration of the parties' covenants and obligations they agree:

1. GRANT OF DEVELOPMENT RIGHTS IN LOCATIONS.

1.1 During the term of this Agreement, and subject to the other terms and conditions of this Agreement (including Section 6), Developer has the exclusive right to develop and open full-service Denny's restaurants in the Locations.

1.2 Developer assumes all responsibility and expense for locating potential sites for restaurants and shall submit to Denny's for approval, in the form specified by Denny's, a description of the site, the terms of the lease or purchase, a market feasibility study for the site and such other information and materials as Denny's may reasonably require, together with a letter of intent or other evidence satisfactory to Denny's which confirms Developer's favorable prospects for obtaining the site. Denny's shall have thirty (30) days after receipt of such information and materials from you to accept or decline the site in its sole discretion. Developer acknowledges that the approval of a particular site for a restaurant by Denny's shall not be deemed to be an assurance or guaranty that the restaurant at such site will operate successfully or at a profit.

2. EXERCISE OF DEVELOPMENT RIGHTS & INCENTIVE.

2.1 Acknowledging and agreeing that time is of the essence, Developer must meet the development benchmarks and open each restaurant by the dates set forth on the Schedule in the manner specified herein.

2.2 Developer will execute Denny's then current franchise agreement for each restaurant opened in connection with this Agreement (each a "**Franchise Agreement**") promptly after site approval and before construction starts for each site as set forth on the Schedule.

2.3 Upon opening of each restaurant by Developer in accordance with Exhibit B, Denny's will contribute to Developer such baseline development incentive of Seventy-Five Thousand Dollars ($75,000) for the applicable Location ("**Initial Development Incentive**") as adjusted in accordance herewith. Such Initial Development Incentive shall be paid to Franchisee pursuant to the Payment Card Agreement (as defined in the applicable Franchise Agreement) for such location. Without limitation, the Initial Development Incentive will be amended in accordance with Sections 3 and 10.3.

2.4 Provided Developer is in compliance with this Agreement, including the Schedule and all other requirements, Developer shall be entitled to a reduction in Royalty Fees (as defined in the applicable Franchise Agreement) equal to 2% of Gross Sales (as defined in the applicable Franchise Agreement) for a period of up to five (5) years. The aggregate reduction in Royalty Fees available under this Agreement shall not exceed $225,000, or apply beyond five (5) years, whichever occurs first (together with the Initial Development Incentive, the "**Development Incentive**"). The total Development Incentive available for each Location under this Agreement equal to $300,000.

In the event that Developer is no longer entitled to pay the reduced Royalty Fee, by reason of noncompliance with this Agreement or otherwise, the Royalty Fee and all other required payments to Denny's (or its subsidiaries and affiliates) are as set forth in the applicable Franchise Agreement. All such fees will be paid in a timely manner as provided in the Franchise Agreement.

2.5 When this Agreement is executed, Developer must satisfy the criteria set forth on Exhibit C ("**Expansion Criteria**"). Thereafter during the term of this Agreement, Denny's may conduct a review of Developer's satisfaction of the Expansion Criteria during each calendar quarter in which the anniversary of the Effective Date occurs. To continue to develop new restaurants, the Developer must maintain its approved status on the basis of Denny's review and reasonable discretion as well as comply with other continuing requirements of this Agreement. Developer will provide Denny's with current information pertaining to Developer's financial condition at any time upon Denny's request.

2.6 Except as expressly set forth in this Agreement, and in addition to the requirements set forth in Section 2.5, Developer must comply with all general requirements for obtaining a franchise and opening a new restaurant, as provided by Denny's from time to time. These include submitting complete site preview requests and site packages; scheduling, paying for and completing new restaurant opening training ("**NRO Training**"); and managing encroachment.

2.7 Developer shall at all times comply with all applicable laws and regulations.

2.8 The purpose of this Agreement is to promote predictable, orderly, incremental growth within the Denny's System. The acquisition of existing Denny's restaurants by Developer does not represent incremental growth and, therefore, does not satisfy the terms of this Agreement pertaining to development. The construction of new buildings is preferred over the conversion of older buildings. No credit will be given for the opening of restaurants outside of the Locations (without prior written approval from Denny's), regardless of the fact that Developer may, upon proper application, obtain a Franchise Agreement for such a restaurant. No credit will be given for any site approved for Developer or its affiliates prior to the Effective Date.

3. Fees.

3.1 Deposit. Upon execution of this Agreement, Developer will pay to Denny's Five Thousand Dollars ($5,000) in immediately available funds as a deposit ("Deposit") under this Agreement. So long as Developer complies with this Agreement, both as to the Schedule and other requirements, the Deposit collected with this Agreement shall be applied to the last initial franchise fee due for the final restaurant under this Agreement. If this Agreement is terminated, including pursuant to Section 10 or 11 below, the fee, or any unused portion thereof, will be forfeited to Denny's.

3.2 RESTAURANT OPENING FEES. The following restaurant opening fees will be deducted from the applicable Initial Development Incentive: (i) the initial franchise fee under the Franchise Agreement for such restaurant; and (ii) the fee for NRO Training charged by Denny's for the restaurant ("**NRO Training Fee**").

4. TERM OF DEVELOPMENT INCENTIVE AGREEMENT. This Agreement will be effective on the date set forth above. Developer may choose the order in which it develops specific approved sites. Developer may work on more than one site at a time; however, restaurant openings need to be staggered at least ninety (90) days apart, unless specially approved by Denny's. Unless terminated pursuant to Section 10 or 12 below, this Agreement and all development rights granted hereunder will expire upon the opening of the last restaurant listed in the Schedule.

5. DEVELOPMENT PERIOD. For purposes of interpreting this Agreement, the Schedule takes precedence over any development provision or schedule in any Franchise Agreement. To be clear, even if a Franchise Agreement entered in connection herewith allows more time for the restaurant to open than does the Schedule, the opening date set forth on the Schedule will take precedence for purposes hereof.

6. EXCLUSIVITY. Notwithstanding the rights granted in Section 1.1, the territorial rights granted to Developer are subject to any prior territorial rights of other franchisees, whether or not currently enforced. Without compensation to Developer, Denny's, on behalf of itself and its affiliates, franchisees, designees and assignees, reserve each of the following rights:

6.1 To develop, open and operate Denny's restaurants located at sites which have been approved for development by Denny's, Inc. or by other franchisees are identified on Exhibit D. Despite any description of any Location in any of the formats listed herein or otherwise, Locations do not include, and Developer has no rights to, the trade areas for each of the locations on Exhibit D, as Denny's may determine those trade areas from time to time. Without limitation, Denny's retains all development rights regarding the Denny's System in such trade areas, including the right to open and operate and franchise and license others to open and operate full-service Denny's restaurants and any non-full service Denny's restaurants under the Denny's System therewithin. Such retention of rights by Denny's shall further apply generally to all locations not included in the Locations (including locations in close proximity thereto).

6.2 To continue to operate Denny's restaurants located within the territory specified on Exhibit A which are open for business on or before the date of this Agreement;

6.3 To relocate an existing restaurant within its trade area;

6.4 To reopen a closed restaurant within its former trade area;

6.5 To offer, sell, establish or operate any restaurants under "The Den" concept;

6.6 To establish Denny's restaurants outside but in close proximity to the territory or trade area specified on Exhibit A if Denny's determines that one restaurant can still be located in the territory specified on Exhibit A or trade area which will not be materially, adversely affected by the new restaurants outside the territory specified on Exhibit A or trade area;

6.7 To open and operate Denny's restaurants, or franchise or license others to open and operate Denny's restaurants, at all universities, colleges, hospitals, municipal facilities, public transportation facilities, shopping malls, and similar nontraditional locations, regardless of location within the territory or trade area specified on Exhibit A;

6.8 To open and operate, or franchise or license others to open and operate, nontraditional Denny's restaurants within the territory or trade area specified on Exhibit A (e.g., within drug stores, department stores, truck stops/travel plazas, hotel or motel chains); and

6.9 To open and operate, or franchise or license others to open and operate, Denny's restaurants located within the territory or trade area specified on Exhibit A which Denny’s or its affiliates acquire on or after the date of this Agreement.

6.5 The rights granted Developer in this Agreement are subject to any prior territorial rights of other franchisees or licensees which may now exist near any Location, whether or not sites are identified on Exhibit D or those rights are currently being enforced. In the event of a conflict in territorial rights, whether under a franchise agreement or other agreement(including a Denny’s Diner 2.0, H2.0, HDI, MGIP, or FLIP Agreement), the earlier in time will prevail. Developer may negotiate with any entity which claims territorial rights adverse to the rights granted under this Agreement for the assignment of those prior territorial rights. For this purpose, Denny's agrees to approve any such assignment not in conflict with the other terms of this Agreement subject to the conditions of any franchise agreements involved and current policies pertaining to assignments, including satisfaction all obligations to Denny's and its affiliates.

6.6 Denny's may notify Developer at any time that Denny's determines that there is a low probability of an approvable site in a Location, at which point the Location will be removed from this Agreement and Developer shall have no development rights therein.

7. PROPRIETARY RIGHTS OF DENNY'S.

7.1 Developer expressly acknowledges Denny's exclusive right, title, and interest in and to the trade name, service mark, and trademark "Denny's", and such other trade name, service marks, trademarks, logos, emblems, and indicia of origin which are designated as part of the Denny's System (the "**Marks**"), Developer agrees not to represent in any manner that Developer has any ownership in Denny's Marks. This Agreement is not a Franchise Agreement, license, or master or area development agreement. Developer further agrees that its use of the Marks does not create in its favor any right, title, or interest in or to Denny's Marks, but that all of such use inures to the benefit of Denny's. Developer has no rights to the Marks except to the degree specifically granted by the individual Franchise Agreements. Building designs and specifications, color schemes and combinations, sign design specifications, and interior buildings layouts (including equipment, equipment specification, equipment layouts, and interior color schemes and combinations) are acknowledged by Developer to comprise part of the Denny's System. Developer has no right to license or franchise others to use the Marks by virtue of this Agreement.

7.2 Developer recognizes the unique value and secondary meaning attached to the Denny's Marks and the Denny's System, and Developer agrees that any noncompliance with the terms of this Agreement or any unauthorized or improper use will cause irreparable damage to Denny's and its franchisees. Developer therefore agrees that if it should engage in any such unauthorized or improper use, during or after term of this Agreement, Denny's is entitled to temporary and permanent injunctive relief from any court of competent jurisdiction in addition to any other remedies.

8. INSURANCE AND INDEMNIFICATION.

8.1 During the term of this Agreement, Developer will obtain and maintain insurance coverage for public liability, including products liability, in the amount of at least One Million Dollars ($1,000,000.00) combined single limit. Developer also will carry such worker's compensation insurance as may be required by applicable law. Upon the execution of each Franchise Agreement, Developer also will obtain and maintain the insurance coverages required under each Franchise Agreement.

8.2 Denny's will be named as an additional insured on all such insurance policies and will be provided with certificates of insurance evidencing such coverage. All policies will contain a provision that Denny's, although named as an insured, is nevertheless be entitled to recover under such policies on any loss incurred by Denny's, its affiliates, agents or employees by reason of the negligence of Developer, its principals, contractors, agents or employees. All policies will provide Denny's with at leas t ten (10) days' notice of cancellation or termination of coverage.

8.3 Denny's reserves the right to specify reasonable changes in the types and amounts of insurance coverage required by this Section 8. If Developer fails or refuses to obtain or maintain the required insurance coverage from an insurance carrier acceptable to Denny's, Denny's may, in its sole discretion and without any obligations to do so, procure such coverage for Developer. In such event, Developer agrees to pay the required premiums or to reimburse such premiums to Denny's upon written demand.

8.4 Developer, on behalf of itself, its affiliates, and their respective owners, officers and directors ("**Indemnifying Parties**"), will indemnify, defend and hold harmless Denny's, its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees and agents ("**Indemnified Parties**") against and reimburse any one or more of the Indemnified Parties for any and all losses, claims, costs, expenses (including attorneys' fees), damages and liabilities, arising out or from o r related to any claims, directly or indirectly, arising out of or from or related to the use, condition, construction, equipping, decorating, maintenance or operation of any and all Denny's restaurants, any labor or other employee related claims of any kind. Denny's has the right, at its option, to defend any such claim against it at Developer's sole cost and expense. If Developer defends any claim, it may not enter into any settlement agreement or otherwise resolve or conclude the matter without Denny's prior written consent. This indemnity will continue in full force and effect subsequent to, and notwithstanding, the expiration or earlier termination of this. Agreement. Under no circumstances will Denny's or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate its or Developer's losses, claims, costs, expenses, damages and liabilities in order to maintain and recover fully a claim against an Indemnifying Party. Any failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts recoverable by Denny's or another Indemnified Party from an Indemnifying Party. Such losses, claims, costs, expenses, damages and liabilities will include those arising from the death or injury to any persons, or arising from damage to the property of Developer or Denny's, their affiliates, agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages or liabilities were actually or allegedly caused, in whole or in part, through the active or passive negligence of Denny's or any of its affiliates, officers, agents or employees, or resulted from any strict liability imposed on Denny's or any of its affiliates, agents or employees.

9. TRANSFER OF RIGHTS.

9.1 This Agreement inures to the benefit of Denny's and its successors and assigns, and is fully assignable by Denny's.

9.2 The parties acknowledge that this Agreement is personal in nature with respect to Developer, being entered into by Denny's in reliance upon and in consideration of the personal skills, qualifications and trust and confidence reposed in Developer and Developer's present members, owners, partners or officers. Therefore, the rights, privileges and interests of Developer under this Agreement may not be assigned, sold, transferred, leased, pledged, mortgaged, granted as security, divided or encumbered, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise. For purposes of this Section, a sale of a stock or other ownership interest, a merger or other combination is a prohibited transfer of Developer's interest. All attempted transfers in violation of this Section shall be void.

10. EVENTS AND EFFECTS OF TIMING DEFAULT.

10.1 Unless otherwise noted in Sections 10 and 11, any of the following constitutes a default by Developer, which entitles Denny's to terminate this Agreement, if the default is not cured within thirty (30) days after written notice by Denny's to Developer:

a. Failure by Developer to obtain site approval for a particular restaurant within thirty (30) days of the applicable date set forth in Exhibit B.

b. Failure by Developer to begin construction of particular restaurant within thirty (30) days of the applicable date set forth in Exhibit B.

10.2 Any failure by Developer to open a particular restaurant within ninety (90) days of the applicable date set forth in Exhibit B shall constitute an "**Opening Default**".

10.3 Effects of Opening Default:

a. Promptly upon request, Developer must submit a written explanation for the Opening Default and a statement of its intention to open the applicable restaurant, if any, and a detailed timeline therefore.

b. If at any time there is an Opening Default for the first restaurant where this Agreement is for two (2) or more restaurants (as identified in Exhibit B), then this Agreement may be immediately terminated.

c. If at any time there is an Opening Default and this Agreement is for a single restaurant (as identified in Exhibit B), or there is an Opening Default for the second or subsequent restaurant where this Agreement is for two (2) or more restaurants (as identified in Exhibit B), then at the discretion of Denny's, Developer may lose exclusivity under this Agreement and Denny's may eliminate the Development Incentive.

d. Reductions to the Development Incentive for a particular restaurant under this Section 10.3 will not impact the Development Incentive available for other restaurants.

The remedies in this Section 10 are nonexclusive and will not prevent Denny's from pursuing any other remedies available to Denny's at law or in equity with respect to any Opening Default or other default described under this Section 10.

11. EVENTS AND EFFECTS OF NON-TIMING DEFAULT.

11.1 Any of the following events constitutes a default by Developer, which entitles Denny's to declare the immediate termination of this Agreement.

a. Any assignment, transfer or sublicense of this Agreement by Developer without the prior written consent of Denny's.

b. Any termination, acceleration or commencement of legal proceedings to enforce any note or other agreement (including any Franchise Agreement) between Developer and Denny's (or an affiliate of Denny's) as a result of a default by Developer.

c. Developer's assignment for the benefit of creditors or admission in writing of its inability to pay its debts generally as they become due.

d. Any order, judgment, or decree entered adjudicating Developer bankrupt or insolvent.

e. Any petition or application by Developer to any tribunal for the appointment of a trustee, receiver, or liquidator of Developer (or a substantial part of Developer's assets), or commencement by Developer of any proceedings relating to Developer under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereinafter in effect.

f. Any filing of a petition or application against Developer, or the commencement of such proceedings, in which Developer, in any way, indicates its approval of, consent to, or acquiescence in the proceedings; or the entry of any order, judgment, or decree appointing any trustee, receiver, or liquidator, or approving the petition in any such proceedings, where the order, judgment, or decree remains unstayed and in effect for more than thirty (30) days.

g. Any entry in any proceeding against the Developer of any order, judgment, or decree, which requires the dissolution of Developer, where such order, judgment, or decree remains unstayed and in effect for more than thirty (30) days.

h. Developer sells, transfers or closes any of Developer's restaurants without Denny's prior written approval.

i. Failure by Developer to maintain approved status under the annual reviews in Section 2.4.

11.2 Any of the following constitutes a default by Developer, which entitles Denny's to terminate this Agreement, if the default is not cured within thirty (30) days after written notice by Denny's to Developer:

a. Developer's default in the performance or observance of any covenant, term, or condition contained in this Agreement or any Franchise Agreement not otherwise specified in Section 11.1 above.

b. The creation, incurrence, assumption, or sufferance to exist of any lien, encumbrance, or option whatsoever upon any of Developer's property or assets, whether now owned or subsequently acquired, the effect of which substantially impairs Developer's ability to perform or observe any covenant, term, or condition of this Agreement.

The remedies in this Section 11 are nonexclusive, and will not prevent Denny's pursuit of any other remedies available to Denny's in law or at equity with respect to a default described in this Section 11.

12. EFFECT OF TERMINATION AND LOSS OF EXCLUSIVITY.

12.1 Immediately upon termination or expiration of this Agreement for any reason, all rights granted to Developer pursuant to this Agreement will be eliminated and of no further force or effect except rights to payment which have accrued prior to such termination. Denny's has no duty to execute any Franchise Agreement with Developer after the termination of this Agreement.

12.2 Immediately upon the loss of exclusivity hereunder, or the termination or expiration of this Agreement for any reason, Denny's or its subsidiaries or affiliates, in their sole discretion, may open and operate restaurants in any Location or may authorize or franchise others to do the same, whether the new restaurant competes with or in any other way affects the sales of Developer's restaurants.

13. NON-WAIVER. Denny's consent to or approval of any act or conduct of Developer's requiring such consent does not waive or render unnecessary Denny's consent to or approval of any subsequent act or conduct.

14. INDEPENDENT CONTRACTOR AND OTHER PROVISIONS.

14.1 This Agreement does not constitute Developer an agent, legal representative, joint venturer, partner, employee or servant of Denny's for any purpose whatsoever. Developer is an independent contractor and is in no way authorized to make any contract, agreement, warranty or representation on behalf of Denny's. The parties agree that this Agreement does not create a fiduciary relationship between them.

14.2 Developer will grant no security interest in Developer's business or any of its assets, including the furniture, fixtures and equipment located in the restaurants, unless the secured party agrees that, if Developer defaults under any documents relating to such security interests, Denny's has the right and option to purchase the rights of the secured party in any such business, furniture, fixtures, equipment or assets upon the payment of all sums then due such secured party.

15. ENTIRE AGREEMENT. This Agreement, including all Exhibits attached, constitutes the entire, full, and complete agreement between Denny's and Developer concerning the new Denny's franchises and supersedes any and all prior written agreements related to the Development Incentive. No other representations have induced Developer to execute this Agreement. There are no representations, inducements, promises, or agreements, oral or otherwise, between the parties, not embodied in the documents referred to above that have any force or effect or that bind either party.

16. SEVERABILITY. Each section, part, term and provision of this Agreement is severable. If, for any reason, any section, part, term and provision is determined to be invalid, contrary to, or in conflict with, any existing or future law or regulation, by any court or agency having valid jurisdiction, then it will be excluded from this Agreement, and this will not impair the operation of, or affect, the remaining portions, sections, parts, terms, and provisions of this Agreement, which continue in full force and effect and bind the parties.

17. APPLICABLE LAW. This Agreement after review by Developer and Denny's was accepted in the State of South Carolina and is governed by and construed in accordance with the laws of such state. With respect to any claims, controversies or disputes arising under this Agreement, the parties hereby irrevocably submit themselves to the jurisdiction of the state courts in Spartanburg, South Carolina and the Federal District Court located in Greenville, South Carolina. Developer further agrees that venue for any proceeding relating to or arising out of this Agreement shall be Spartanburg, South Carolina (or Greenville, South Carolina if brought in the Federal District Court).

18. DOCUMENT INTERPRETATION. All terms and words used in this Agreement, regardless of the number and gender in which they are used, include the singular or plural tense, and any gender, whether masculine, feminine or neuter, as the contract or sense of this Agreement or any paragraph or clause may require, the same as if such words had been fully and properly written in the appropriate number or gender. The terms include, includes and including shall be deemed followed by the phrase "without limitation". In the event of a conflict in the language, terms, or conditions between this Agreement and any Franchise Agreement or any formal, written, integrated agreement signed and delivered in counterparts by all parties related to a sale of company restaurants related to this Agreement, then the Franchise Agreement or sale contract controls.

19. COVENANT NOT TO COMPETE.

19.1 To further protect the Denny's System while this Agreement is in effect, Developer and, if Developer is an entity, any individual ("**Guarantor**") who signs a personal guarantee pursuant to any Franchise Agreement will neither directly nor indirectly own, operate, control or have any financial interest in, or divert or attempt to divert any business or attention to, any coffee shop or family style restaurant business or any other business in the United States which would be in competition with the business of the any restaurant operated pursuant to a Franchise Agreement, Denny's, Denny's, Inc., or their respective subsidiaries or affiliates or franchisees, without the prior written consent of Denny's. This applies to businesses in the United States which are of the same type as Denny's, as reasonably determined by Denny's, not just businesses which actually compete with a particular Denny's Restaurant. The foregoing does not apply to operation of a Denny's restaurant by Developer or any Guarantor pursuant to a franchise agreement with Denny's, or ownership by Developer or any Guarantor of less than five percent (5%) of the issued or outstanding stock of any company whose shares are listed for trading on any public exchange or on the over-the-counter market; provided that neither Developer nor any Guarantor controls any such company. This restriction is in addition to any comparable provision in any Franchise Agreement.

19.2 If any provision of Section 19.1 is determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement is not void, but the provision will be limited to the extent necessary to be valid and enforceable.

20. NOTICE. For the purpose of this Agreement, all notices must be in writing and sent via certified U.S. Mail or by any nationwide courier service providing evidence of delivery. Any time period related to the notice commences upon the date the notice is received. All notices to Denny's must be addressed as follows: DFO, LLC, 203 East Main Street, Spartanburg, SC 29319 Attn: General Counsel. All notices to Developer must be mailed to the Developer's address shown on Exhibit B. Either party may from time to time change its address for the purpose of this Section by giving written notice of such change to the other party in the manner provided in this Section 20.

21. SECTION HEADINGS. The section headings appearing in this Agreement are for reference purposes only and do not affect, in any way, the meaning or interpretation of this Agreement.

22. BUSINESS JUDGMENT. Notwithstanding any contrary provisions contained in this Agreement, Denny's and Developer acknowledge and agree that (a) this Agreement, and other agreements related hereto and thereto, and the relationship of the parties hereto which arise herefrom and therefrom, grants Denny's the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Developer's explicit rights and obligations hereunder that may affect favorably or adversely Developer's interests; (b) Denny's will use its business judgment in exercising such discretion based on Denny's assessment of Denny's own interests and balancing those interests against the interests of Denny's restaurants generally (including Denny's restaurants operated by Denny's, its affiliates, or other developers or franchisees), and specifically without considering Developer's individual interests or the individual interests of any other particular franchisee; (c) Denny's will have no liability to Developer for the exercise of Denny's discretion in this manner and (d) even if Denny's has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification, no trier of fact in any legal action will substitute its judgment for Denny's judgment so exercised and such action or decision will not be subject to challenge for abuse of discretion. IF DENNY'S TAKES ANY ACTION OR CHOOSES NOT TO TAKE ANY ACTION IN DENNY'S DISCRETION OR AT ITS OPTION WITH REGARD TO ANY MATTER RELATED TO THIS AGREEMENT AND DENNY'S ACTION OR INACTION IS CHALLENGED FOR ANY REASON, THE PARTIES HERETO EXPRESSLY DIRECT THE TRIER OF FACT THAT COMPANY'S RELIANCE ON A BUSINESS REASON IN THE EXERCISE OF DENNY'S DISCRETION IS TO BE VIEWED AS A REASONABLE AND PROPER EXERCISE OF DENNY'S DISCRETION, WITHOUT REGARD TO WHETHER OTHER REASONS FOR DENNY'S DECISION MAY EXIST AND WITHOUT REGARD TO WHETHER THE TRIER OF FACT WOULD INDEPENDENTLY ACCORD THE SAME WEIGHT TO THE BUSINESS REASON.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Agreement in duplicate original as of the date and year first written above.

Attached to this agreement are the following Exhibits:

Exhibit A	Locations
Exhibit B	Schedule
Exhibit C	Expansion Criteria
Exhibit D	Exclusions

DFO, LLC,
a Delaware limited liability company

By: Denny's, Inc.
Its: Sole Member

By: ______________________________

Its: ______________________________

Date: ____________________________

DEVELOPER:

By:________________________________

Its: _______________________________

Date: ____________________________

EXHIBIT A

LOCATIONS & DEVELOPMENT INCENTIVES

Locations

1. [insert name and description/depiction of location]
2. [insert name and description/depiction of location]
3. [etc.]

EXHIBIT B

SCHEDULE

Store	Development Start Date	Site Approval	Construction Start Date	Opening
	Execution Date	3 months from Execution	6 months from Site Approval	7 months from Construction Start Date (16 months from ex-ecution)
		19 months from execution	25 months from execution	32 months from execution
		35 months from execution	41 months from execution	48 months from execution

EXHIBIT C

EXPANSION CRITERIA

EXHIBIT D

EXCLUSIONS

EXHIBIT I

PAYMENT CARD AGREEMENT

PAYMENT CARD AGREEMENT

This Payment Card Agreement ("**Agreement**") is made and entered into as of , by and between **DFO, LLC,** a Delaware limited liability company ("**DFO**"), and **Denny's, Inc.**, a Florida corporation ("**DI**"), both having principal offices at 203 East Main Street, Spartanburg, South Carolina (DFO and DI are collectively referred to as "**Affiliates**"), and ______________________, a(n) (__________ ___________ with its principal offices at ____ ("**Franchisee**").

RECITALS

WHEREAS DFO and Franchisee are parties to a Franchise Agreement ("Franchise Agreement") dated _______________ relating to the operation by Franchisee of a Denny's restaurant located at , , ("Restaurant").

Affiliates have entered into various arrangements with various payment enablers, including but not limited to, financial institutions, equipment providers and gateways (each a "Processor") for the utilization of debit, credit, cash or gift cards or similar forms of payment, such as mobile wallets, now and in the future (each a "Card") at Denny's restaurants which concern the leasing or purchase of equipment, credit and debit authorization, processing, and settlement of credit, debit, cash or gift charges, and the production, distribution and marketing of gift cards (such agreements, individually and collectively, as amended and replaced from time to time are referred to as the "Processing Agreements").

Under the terms of the Processing Agreements, Affiliates may extend those arrangements to Denny's franchisees. Franchisee desires or is required to participate in the Card programs, and Affiliates wish to make the Processing Agreements available to Franchisee under the terms and conditions contained in this agreement.

NOW, THEREFORE, in consideration of the terms and covenants contained below and other valuable consideration, the sufficiency of which is hereby acknowledged, Affiliates and Franchisee agree as follows:

1. **Participation**. In connection with the acceptance of Cards at the Restaurant (whether on premise, ecommerce, or other form of ordering and payment), Affiliates agree to and hereby assign unto Franchisee, and Franchisee agrees to participate in, accept assignment of, and assume responsibility for, the rights, conditions and obligations arising under the Processing Agreements, including but not limited to the following:

(a) Agreements with national vendors and service providers selected by Affiliates from time to time in their sole discretion, relating to the rental or purchase, use and servicing of Card processing terminals and related equipment, the costs for which shall be communicated to the Franchisee in writing from time to time.

(b) Agreements with national vendors and service providers selected by Affiliates from time to time in their sole discretion, relating to authorization of Card transactions of Denny's restaurants.

(c) Agreements with Processors selected by Affiliates from time to time in their sole discretion, relating to the processing and settlement of Card charges, purchases and use.

(d) Agreements with third-party aggregators (including, as an example and without limitation DoorDash, UberEats, or Grubhub) or a third-party logistics provider (including, as an example and without limitation, Postmates or Amazon) selected by Affiliates from time to time in their sole discretion, relating to the off-site sale and delivery of Franchisee's food and beverage items and the processing and settlement of Card charges, purchases and uses for same; and

(e) Agreements with any integrated online ordering solution Affiliates designate for Franchisee and/or virtual brand offerings.

Franchisee agrees that it will observe and abide by all rules and procedures established by Affiliates from time to time for accepting, authorizing, processing, and reporting Card transactions. Franchisee may request in writing copies of the

Processing Agreements in effect from time to time. The agreements and their terms are subject to the confidentiality provisions of the Franchise Agreement.

2. **Assumption of Liability and Indemnification**. Franchisee acknowledges that Affiliates may incur liability under the Processing Agreements with respect to activities conducted by Franchisee, and Franchisee agrees to be responsible for all obligations under the Processing Agreements relating to Franchisee's Card acceptance as if Franchisee were a direct party to the Processing Agreements. Processors may collect fees directly. To the extent either Affiliate pays Franchisee's obligations, either Affiliate may recover all amounts paid on Franchisee's behalf through the reconciliation under this Agreement.

3. **PCI Compliance and Customer Data.**

(a) Franchisee will: (i) obtain, maintain and adhere to all applicable standards established by the Payment Card Industry Data Security Standard ("PCI-DSS"); (ii) establish appropriate administrative, technical and physical controls consistent with applicable law and PCI-DSS to preserve the security and confidentiality of any Card information, in any form whatsoever, that it stores, processes, transmits, or comes in contact with; (iii) promptly notify Affiliates if Franchisee, its affiliates, or any of their respective principals suspects that there is, or has been, a security breach or potential compromise of any such Card information; (iv) provide Affiliates with updates regarding the status of PCI-DSS, which update may be through a completed PCI AOC (Attestation of Compliance), PCI-DSS SAQ (Self-Assessment Questionnaire) or other method acceptable to Affiliates; (v) promptly notify Affiliates of any noncompliance with PCI-DSS requirements and comply with remediation actions and a timeline for implementation of such actions required by Affiliates; (vi) allow for and comply with PCI-DSS audits to be conducted by Affiliates or their designees; and (vii) comply with Processor rules, regulations and requirements, as issued and amended from time to time.

(b) In addition to PCI-DSS data, Customer Data (defined below in this Section 3(b) obtained from, collected on behalf of, and shared with Affiliates must be duly protected by Franchisee, its affiliates, and their respective principals. Franchisee, its affiliates, and their respective principals must protect private information and data, including PII (defined below in this Section 3(b), regarding customers and Affiliates with a level of controls proportionate to the sensitivity of the data. Franchisee, its affiliates, and their respective principals must adhere to applicable law with respect to data, which if compromised, could have a negative impact on Affiliates' image or consumer confidence. Without Affiliates' written consent, which Affiliates may provide or withhold at its sole option, Franchisee, its affiliates, and their respective principals may not share with any third party any Customer Data obtained from, collected on behalf of, and shared with Affiliates. "Customer Data" means any information from, about, or relating to customers of the Restaurant that identifies, or can be used to identify, contact, locate, or be traced back to the specific person to whom such information pertains, or from which identification or contact information of a person can be derived. Customer Data includes any PII. "PII" means personally identifiable information or personal data regarding a natural person, including, without limitation, a natural person's name, address, phone number, fax number, email address, passport number, financial profile, credit card information, or any other information by which one is reasonably able to personally identify one or more natural persons, or such term is otherwise defined under applicable law.

4. **Fees.** The fees to be charged Franchisee for the Card authorization, processing and settlement services provided pursuant to this Agreement and any Processing Agreements are set forth in Schedule 1, as it may be updated by Affiliates from time to time based on the Processing Agreements. Franchisee agrees to be responsible for such fees and authorizes the deduction from Franchisee's sales transaction settlement funds. The rates set forth in Schedule 1 may be changed from time to time, without notice, based on Affiliates' actual costs or the charges of third parties under the Processing Agreements. Franchisee further agrees to defend, indemnify and hold harmless Affiliates and Processor(s) from and against all liability, claims, demands, or causes of action or disputes in any way related to or arising out of Franchisee's acceptance of Cards and handling of Card data.

5. **Gift Cards.** DI will sell from time to time gift Cards through merchants, outlets and locations outside Denny's restaurants, and DI will be treated as the owner of the gift Cards and proceeds for all purposes until funds are disbursed for redemption or otherwise. DI and DFO will optimize arrangements for accounting and banking to achieve favorable tax and regulatory treatment of funds. DFO may handle this accounting and disbursement as part of its processing of payment cards, but DFO will not thereby become the owner of DI's gift card assets.

DFO may pay from the system brand building fund costs to produce and advertise gift Cards. With respect to and for the benefit of franchisees, DFO or its assigns will administer and account for the net proceeds from the sale of gift Cards. These funds do not need to be held in a segregated or denominated account, and may be commingled.

Affiliates will use reasonable best efforts to comply with applicable law related to gift cards. To the extent applicable law requires any unredeemed gift Card amount to be escheated, DI will comply, based on the information provided by gift card sellers. To the extent applicable law allows any unredeemed gift Card amount to be taken into income or held without restriction, DI will credit such amounts against fees and expenses of third parties under Processing Agreements.

6. **Third Party Fees and Charges**. Unless expressly provided in Schedule 1, Franchisee shall be solely responsible for payment of any and all third-party fees and charges associated with the use of the Card system, including telecommunications charges, network, interchange or issuer reimbursement fees, the purchase and installation of required devices, or costs of Franchisee's participation in or acquisition of transactions in any network that Franchisee accesses through the Card system ("Third Party Fees"). Franchisee authorizes Processor(s) to deduct such amounts from settlement amounts otherwise due and owing to Franchisee. All such fees will be reflected on DFO invoices.

7. **Taxes and Assessments**. Franchisee shall promptly pay or reimburse Affiliates for sales, use, excise, gross receipts and any other taxes, where applicable, and any other governmental charges levied, imposed or assessed on, or with respect to, the Card system, other than taxes on Affiliates' net income.

8. **Reconciliation of Sales Transactions and Franchise Fees**. Franchisee acknowledges, agrees and instructs Processor(s) to deliver to DFO, as contemplated under this Agreement, Franchisee's sales transaction settlement funds. DFO agrees to reconcile on a regular basis Card sales transactions submitted by Franchisee. The current reconciliation schedule is attached to this agreement as Schedule 2. DFO may deduct from net receipts received from Processors with respect to Franchisee's Card sales and pay:

(1) franchise, advertising and any other fees owed by Franchisee under the Franchise Agreement, or with respect to Franchisee's operation of the Restaurant;

(2) rent, taxes and other charges owed by Franchisee under any sublease with DI, or under a lease with a third party, with respect to the Restaurant;

(3) fees, charge backs and terminal lease payments, if any;

(4) amounts owed to Affiliates and their respective successors and assigns under franchise agreements, (sub)leases or other contracts for the other Denny's restaurants (open or closed) operated by Franchisee; and

(5) amounts owed to Affiliates under franchise agreements, (sub)leases or other contracts for Denny's restaurants (open or closed) operated by franchisees having substantially the same ultimate ownership as Franchisee.

DFO will bill Franchisee for any amounts by which such franchise, advertising, rental or other fees exceed net Card transaction sales credits or will promptly remit to Franchisee any excess of such sales credits over such fees. Franchisee shall remit any such amount due, as set forth in the aforesaid billing, within seven (7) days of mailing. The foregoing payments shall be in lieu of, and supersede, any contrary payment provisions contained in the Franchise Agreement(s) for so long as this Agreement remains in effect. A default under the provisions of this Agreement or the Processing Agreements shall constitute a default under the Franchise Agreement and any other agreement between Franchisee on the one hand and either Affiliate on the other hand.

9. **Limitation on Use and Termination**. Franchisee agrees that utilization of the rights under the Processing Agreements shall be solely in connection with the Restaurant, and rights under any of the Processing Agreements shall terminate upon the earlier of the termination of any such Processing Agreement or of the Franchise Agreement. If any Processing Agreement is terminated and replaced by a successor agreement, Franchisee shall assume all liabilities and receive all rights under such successor agreement unless either Franchisee or Denny's shall elect otherwise in writing.

10. **Term**. DFO may terminate this Agreement at any time upon forty-five (45) days prior written notice. Otherwise, the term of this Agreement coincides with the term of the Franchise Agreement. Franchisee may not terminate this Agreement.

11. **Assignment**. Franchisee may not assign any right, privilege, interest or obligations under this Agreement or the Processing Agreements without the prior written consent of DFO. The rights and obligations of the parties shall inure to the benefit of and be binding upon successors and assigns of each.

12. **Effective Date**. This Agreement shall be effective with respect to all Card transactions which Affiliates are able to process, and Franchisee is required to implement this Agreement as quickly as reasonably possible.

13. **Severability**. If any provision, or portion thereof, of this Agreement is held invalid, illegal, void or unenforceable by reason of any rule or law, administrative order, judicial decision or public policy, then all other provisions of this Agreement shall nevertheless remain in full force and effect.

14. **Entire Agreement**. This Agreement, including the Processing Agreements and documents incorporated by reference, constitutes the entire agreement between the parties concerning Card transactions at the Restaurant and supersedes all prior agreements, negotiations and communications on that subject.

15. **Governing Law**. This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.

16. **Applicable Law or Regulation**. It is expressly understood that changes in the performance of either party's obligations under this Agreement necessitated by a change in interpretation of any applicable federal or state statute or regulation will not constitute a breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below. Attached to this agreement are:

Schedule 1, Credit Card Billing Rates and Equipment Charges; and
Schedule 2, Settlement Schedule.

DFO, LLC **By: Denny's, Inc.,** **Its: Sole Member** By: ______________________ Name: ______________________ Its: ______________________	**FRANCHISEE:** By: ______________________ Name ______________________ Title:______________________
DENNY'S, INC. By: ______________________ Name:______________________ Title: ______________________ Date: ______________________	By: ______________________ Name: ______________________ Its: ______________________ By: ______________________ Name: ______________________ Its: ______________________ By: ______________________ Name: ______________________ Its: ______________________

Denny's Payment Card Program
SCHEDULE 1

INTERCHANGE MATRIX - Fiserv

Updated: February 2026

VISA[3], MASTERCARD[4], & DISCOVER		% RANK BY SALES	CARD ISSUER		
PLAN CODE : DESCRIPTION[2]	**CARD**		**Rate[1] %**	**Per Item Flat Fee $**	**Effective Rate**
URD : US DOM VISA REG DEBIT	VISA	27.30%	0.733%	$ 0.2380	-0.733%
A4C : VI-REST SIG SIGN PRF CP	VISA	19.49%	2.796%	$ 0.0220	-2.796%
D17 : CPS/RESTAURANT-DEBIT	VISA	6.26%	1.581%	$ 0.1180	-1.581%
A00 : AMERICAN EXPRESS	AMEX	4.53%	0.000%	$ -	0.000%
MWQ : WORLD ELITE RESTAURANT	MASTERCARD	4.26%	2.528%	$ 0.1195	-2.528%
MLF : US DOM MC REG POS DEBIT - FRAUD ADJ	MASTERCARD	3.88%	0.833%	$ 0.2395	-0.833%
V17 : CPS/RESTAURANT	VISA	3.72%	2.295%	$ 0.0220	-2.295%
MWR : WORLD ELITE T&E	MASTERCARD	2.82%	2.865%	$ 0.1195	-2.865%
KRD : US DOM VISA REG DEBIT (MID QUAL)	VISA	2.76%	0.969%	$ 0.2380	-0.969%
P17 : CPS/RESTAURANT PREPAID - DEBIT	VISA	2.50%	1.709%	$ 0.1680	-1.709%
D80 : MERIT III - DEBIT	MASTERCARD	1.78%	1.474%	$ 0.1695	-1.474%
CRD : US DOM VISA COMM REG DEBIT	VISA	1.69%	0.750%	$ 0.2380	-0.750%
M58 : WORLD MC RESTAURANT	MASTERCARD	1.09%	2.385%	$ 0.1195	-2.385%
AL7 : VI-US Non-Premium Base	VISA	1.07%	2.285%	$ 0.0220	-2.285%
M80 : MERIT III	MASTERCARD	1.03%	2.086%	$ 0.1195	-2.086%
011 : PSL - RESTAURANTS (REWARDS)	DISCOVER	0.97%	2.331%	$ 0.1215	-2.331%
MRA : ENHANCED MERIT III BASE - CREDIT	MASTERCARD	0.89%	2.222%	$ 0.1195	-2.222%
A9T : MCRD A9T MC-INT CON RTE 2 CP CORE	MASTERCARD	0.84%	1.868%	$ 0.0195	-1.868%
R16 : US DOM VISA CPS/SMALL TICKET REG DEBIT	VISA	0.80%	2.574%	$ 0.2380	-2.574%
111 : PSL - RESTAURANTS (PREMIUM)	DISCOVER	0.78%	2.753%	$ 0.1215	-2.753%
All other Visa, MasterCard & Discover Rates (206 different Codes)	Various	11.53%	Various	Various	Various

PIN DEBIT	Debit Network Fees Apply		
DEBIT NETWORK	**% RANK BY DEBIT SALES**		**Average Discount Rate**
MAE DIR	38.5159%		0.654%
STAR NE PREF	11.4785%		0.909%
PULSE PAY CHC	17.0271%		1.352%
ACL ADV	13.8511%		1.424%
INTERLNK	4.9614%		0.732%
STAR NE	4.8795%		0.959%
PAVD	4.1893%		1.303%
PULSE	1.5082%		1.298%
PULSE PAY LTD	1.8679%		1.693%
INTERLNK BD	0.4559%		0.542%
ACL DIR	0.6190%		1.350%
AFFN	0.2555%		1.046%
NYCE PREM	0.2551%		2.165%
SHAZAM	0.0592%		1.360%

CU24 FID	0.0443%		1.731%
NYCE	0.0183%		1.792%
ACL ACS	0.0120%		1.404%
JEND PREF	0.0018%		0.662%
* Top 20 Debit Newtork Fees by Percent of Sales			

INTERCHANGE MATRIX - Fiserv

Updated: February 2026

Denny's On Demand (eCommerce) - Effective on or around April/May 2026

DoorDash Pay (Flat transaction percent[6]) 2.75%

AMERICAN EXPRESS	Consumer Cards	Small Business Cards	Corporate Cards
Tier 1	2.32% + $0.10	2.76% + $0.10	2.95% + $0.10
Tier 2	2.40% + $0.10	2.86% + $0.10	3.11% + $0.10
Tier 3	2.85% + $0.10	3.02% + $0.10	3.37% + $0.10
Tier 4	3.06% + $0.10	3.07% + $0.10	
Tier 5	3.45% + $0.10	3.37% + $0.10	
All Prepaid Cards	1.85% + $0.10	1.85% + $0.10	1.85% + $0.10

First Data Fees (Per Transaction)		
Processing Fee		$0.01
TransArmor (Encryption Fee-Clover, FD130 & FD150, DoD[6])		$0.01
Smart Routing Fee (PIN Debit)		$0.00
First Data Fees (Other)		
Voice Authorization Fee	Each	$0.50
Adjustments (Debit)	Each	$2.50
Resubmissions (North Platform-Clover)	Each	$2.50
Chargeback Fee	Each	$2.00
Equipment Fees*, if applicable[(5)]		
FD150 Purchase Price	Each	$299.00
Shipping/Deployment	Each	$40.00
FD150 Pin Pad	Each	$240.00
FD150/Pin Pad Swap Fee	Each	$160.00
Clover Rental (includes Service and SaaS Fees)	Per Month/Per Device	$82.94
Clover Shipping	Each	$27.28
Lost or Stolen Clover Replacement Costs	Each	$380.46
Gift Card Fees		
Per Transaction Fee		$0.04
3rd party Redemption Fee		9.00%

Notes:

1) Network/Discount fees are straight pass-thoughs at cost from the applicable 3rd party Networks. Chargebacks, annual and other Network fees are not included in the discount rate amount.

2) This table displays 20 out of 220+ Visa, MasterCard, and Discover discount rates passed thru to the Denny's system from Fiserv but may not be an exhaustive listing of all potential Visa, MasterCard, and Discover interchange rates or fees.

3) Visa assesses a Fixed Acquirer Network Fee per location between $2.00 and $10.00.

4) MasterCard assesses an Acquirer License Fee per location of about $14.50.

5) Equipment Fees included in this schedule only apply to equipment purchased or rented from Fiserv. POS, Verifone and Xenial equipment fees are disclosed elsewhere.

6) TransArmor fee for DoD transactions only applies to DoD transactions processed by Fiserv. Does not apply to DoD transactions processed by DoorDash

** Excluding applicable sales taxes*

SCHEDULE 2

Credit Card Funds
Settlement Schedule

Credit Card Transaction & Deposit Timing		
Transaction Start	**End of Sales Day**	**Deposit Date**
7:00 am Sunday	6:59 am Monday	Wednesday **
7:00 am Monday	6:59 am Tuesday	Thursday
7:00 am Tuesday	6:59 am Wednesday	Friday
7:00 am Wednesday	6:59 am Thursday	Saturday / Monday
7:00 am Thursday	6:59 am Friday	Tuesday
7:00 am Friday	6:59 am Saturday	Tuesday
7:00 am Saturday	6:59 am Sunday	Tuesday

EXHIBIT J

STANDARD ENTERPRISE TECHNOLOGY PLATFORM AGREEMENT

DENNY'S, INC.

STANDARD ENTERPRISE TECHNOLOGY PLATFORM AGREEMENT

Franchisee Name:
Address: ("the "Franchisee")

This Standard Enterprise Technology Platform Agreement (referenced herein as the "Technology Platform Agreement" or "Agreement") is made between Denny's, Inc. ("Denny's") and the Franchisee and is made effective as of the final installation date as to each covered location ("Effective Date"), as documented by the parties.

The following documents are incorporated into this Agreement by this reference:

Signature Page
General Terms and Conditions
Exhibit A – Support Services Agreement
Exhibit B – Approved Hardware and Software
Exhibit C – Required recurring costs
Exhibit D – Optional recurring costs
Exhibit E – Restaurant Locations

This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of this Agreement shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Technology Platform Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

ACCEPTED AND AGREED:

Denny's, Inc. a Florida corporation By: Name: Stephen Dunn Title: Executive Vice President Chief Global Development Officer	FRANCHISEE: __________________________________ By: ____________________ (signature) Name: ____________________ Title: ____________________
Date:	

General Terms and Conditions

1. DEFINITIONS

1.1. "Contract Year" means the calendar year, which will be prorated as necessary for any partial years at the beginning and end of the term.

1.2. "Technology Platform Agreement" means this Agreement between Franchisee and Denny's which sets forth all of the terms and conditions applicable to all approved restaurant technology support Services and the basic program of services which may be provided to Franchisee by Denny's.

1.3. "Franchisee Representative" means the person identified from time to time on the records of DFO, LLC as the primary contact for a particular restaurant, or the person (whether or not an employee of Franchisee or its affiliates) who manages computer systems for Franchisee or its restaurants.

1.4. "Products" means the Hardware and Software, which are set forth in Exhibit B .

1.5. "Hardware" means the computing and related peripheral equipment comprising the approved restaurant technology, and, if utilized by franchisee, the e-learning laptop, all as set forth in Exhibit B.

1.6. "Software" means collectively the software set forth in Exhibit B.

1.7. "Denny's" means Denny's, Inc.

1.8. "Franchisee" means the end-user customer of this Agreement or Services.

1.9. "Services" means the help desk support services and menu maintenance services, as further described in Section 2.1 hereof and such other professional services requested by the Franchisee and provided by Denny's pursuant to this Agreement.

1.10. "Third Party Services" means any services provided by approved third party vendors.

1.11. "Call Center" means the location from which Denny's provides support services.

1.12. "Confidential Information" means confidential or proprietary information including, without limitation, documents so marked which, were not within the public domain or recipient's knowledge prior to such disclosure, did not subsequently come into the public domain through no fault of the recipient, or were not developed by the recipient by independent means. Confidential Information will not include any information Franchisee is required to disclose or provide under a franchise agreement.

2. GENERAL REQUIREMENTS

2.1. General. This Agreement establishes the terms and conditions that apply to the basic program of support services provided by Denny's or its designated approved third parties to franchisees with the Products.

2.1.1. The support services are:

a. phone support to troubleshoot problems with Hardware and Software and answer procedural questions;

b. dispatch of Hardware problems to Franchisee's third party vendor;

c. dispatch of wide-area network problems to Franchisee's third party vendor;

d. download of Software updates;

e. menu price and promotion maintenance services; and

f. recipe maintenance.

2.1.2. Franchisee and DFO, LLC are parties to a separate franchise agreement and in most cases a payment card agreement (“Payment Card Agreement”). Those contracts are not amended in any way by this Agreement. As partial consideration for provision of the Services, Franchisee agrees that Denny's may, on behalf of DFO, LLC, collect:

a. sales and other data which Franchisee is obligated to report under its franchise agreement; and

b. menu mix and other data which Denny's aggregates with or from other restaurants from time to time for management purposes.

2.1.3. This right is in addition to any other rights of DFO, LLC or Denny’s under the franchise agreement. All sales, menu mix, and other data collected by Denny’s is the property of Denny’s unless otherwise approved in writing by DFO, LLC.

2.1.4. Menu maintenance services mean Denny's will automatically without notice or consent update the menu files on the approved restaurant technology based on the Denny's standard menu code as established between Franchisee and the Denny's Marketing Dept. This includes adding and dropping products and adjusting prices (pursuant to and consistent with the price levels that Franchisee has previously selected), according to the Denny's system menu cycle from time to time.

2.2. Third Party Requirements. In order to receive the Services, Franchisee must continually during the term at its sole expense maintain in effect and good standing:

2.2.1. an arrangement with a third-party Hardware repair vendor approved by Denny's from time to time for the approved restaurant technology;

2.2.2. a current license and/or subscription for and updated version of all software approved from time to time for the approved restaurant technology;

2.2.3. an arrangement with a third-party communications vendor approved by Denny's from time to time for the approved restaurant technology; and

2.2.4. an arrangement with the particular third-party credit card processor approved by Denny's for company and franchised restaurants.

This obligation is in addition to and does not amend any similar obligation of Franchisee under the franchise agreement or any credit card agreement.

2.3. Standard Procedures and System Requirements. In order to receive the Services, Franchisee must (a) continually during the term, at its sole expense, comply with the requirements set forth in Denny’s operations manual; (b) continually comply with the Computer System and Technology Platform requirements (as “Computer System” and “Technology Platform” are defined in the Franchise Agreement); and (c) comply with all other obligations and requirements set forth in Section 5 of the franchise agreement (“Improvements, Fixtures and Equipment”).

2.4. Acceptance of Additional Terms. The Franchisee accepts the additional terms in an agreement by doing any of the following: a) signing the agreement; b) using the Services; or c) making any payment for the Services.

3. PAYMENT

3.1. Fees. The Franchisee will pay to Denny's the fees set forth in and according to each applicable Agreement. Denny's obligations and the Franchisee's rights under this Agreement are conditioned upon the Franchisee's payment of such fees and charges when due.

3.2. Payment. The Franchisee will pay a weekly fee billed through Denny's franchise finance department. This weekly payment must be paid using credit card sales of Franchisee who has a Payment Card Agreement in effect (whether or not for the locations covered by this Agreement) if Franchisee authorizes DFO, LLC to: collect from any amounts payable to Franchisee under any such Payment Card Agreement, amounts due under this Agreement and to remit such amounts to Denny's on Franchisee's behalf. Except as otherwise set forth, Franchisee will pay all invoices from Denny's within thirty (30) days of each invoice date.

3.3. Disputed. If the Franchisee legitimately disputes any invoice amount, then the Franchisee will within thirty (30) days of the invoice date: (a) pay to Denny's the undisputed amount of the invoice; and (b) provide Denny's a detailed written description of the disputed amount and the basis for the Franchisee's dispute with such amount. The Franchisee will cooperate with Denny's in resolving the disputed invoice amounts and then promptly paying amounts due.

4. WARRANTIES

4.1. Disclaimer. At the request of some franchisees, Denny's agrees to make available Denny's own trained employees who were serving Denny's company restaurants. Denny's is not in the business of providing computer services and agreed to enter into this Agreement only with a broad and strict limitation of any liability it might incur.

4.2. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DENNY'S MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING THEIR CONDITION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE BY FRANCHISEE. DENNY'S MAKES NO PROMISES, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE NATURE AND QUALITY OF ANY PERFORMANCE BY DENNY'S UNDER THIS AGREEMENT.

5. RELEASE AND INDEMNIFICATION

5.1. Release and Indemnification by the Franchisee. The Franchisee, on behalf of itself, its affiliates, and their respective owners, officers and directors ("Indemnifying Parties"), will indemnify, defend and hold harmless Denny's, its subsidiaries, parent and affiliates, shareholders, directors, officers, employees and agents ("Indemnified Parties") against and reimburse any one or more of the Indemnified Parties for any and all losses, claims, costs, expenses (including attorneys' fees), damages and liabilities arising out of or from or related to, any claims, directly or indirectly, arising out or from or related to: (i) any breach of this Agreement or of any representation or warranty by the Franchisee, (ii) a negligent act, fraud or omission of the Franchisee, its agents, representatives, or employees, including without limitation any Franchise Representative, or (iii) any damages, except as expressly provided herein, of any kind or nature sustained or alleged due to the Franchisee's use or license of the Products or Services. To the fullest extent permitted by law, Franchisee, on behalf of itself and its affiliates, and each of their respective successors and assigns, hereby releases and forever discharges Denny's and its parents and affiliates, and each of their respective successors, shareholders, representatives, members, assigns, agents, employees, officers and directors (the "Denny's Released Parties"), of and from any claims, debts, liabilities, demands, obligations, costs, expenses, actions, and causes of action of every nature, character and description, known or unknown, vested or contingent, which Franchisee now owns or holds or has at any time heretofore owned or held, or may at any time own or hold against the Denny's Released Parties arising prior to and including the Effective Date, arising under or relating to the negligence or wrongful act of Denny's Call Center or its agents or employees arising out of Denny's performance. This release will survive expiration or termination of the franchise agreement and is in addition to any other release or similar agreement in the franchise agreements or other agreement between Denny's and Franchisee. With regard to any acts or omissions covered under this release, Franchisee agrees not to commence any action, lawsuit, or legal proceeding, or file any charge or complaint with any federal, state, or local agency, against the Denny's Released Parties.

5.2. Agreements or Transactions subject to California Law. Franchisee expressly acknowledges that the general release in this and related agreements includes unknown or unsuspected claims. Franchisee specifically waives the benefit of the provisions of Section 1542 of the Civil Code of the State of California ("Section 1542"), which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR"

Franchisee understands and acknowledges the significance and consequence of this specific waiver of the provisions of Section 1542, and hereby assumes full responsibility for any damage, loss, or liability which it may incur by reason of such waiver.

6. LIMITATIONS

6.1. Limitation of Liability. Notwithstanding any other provision of this agreement, the liability of Denny's to the Franchisee for any claim whatsoever related to the Products or Services, including any cause of action sounding in contract, tort, strict liability or otherwise, is limited to the total amount of Fees paid within the most recent three (3) months with respect to the Products or Services from which such liability arises. In no event will any director, officer, employee or agent of Denny's be bound by or be personally liable for, the liabilities or obligations of Denny's.

6.2. Exclusion of Lost Profits and Consequential Damages. IN NO EVENT WILL DENNY'S, ITS AFFILIATES, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE FRANCHISEE, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS, ARISING FROM OR RELATED TO A BREACH OF THIS AGREEMENT, OR USE OF THE PRODUCTS OR SERVICES OR ANY PORTION THEREOF, OR LIABLE FOR ANY CLAIMS OR DEMANDS BROUGHT AGAINST THE FRANCHISEE BY ANY OTHER PARTY, EVEN IF DENNY'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. IN NO EVENT WILL DENNY'S, ITS AFFILIATES, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO THE FRANCHISEE, ITS AFFLIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS FOR DAMAGES (REGARDLESS OF THEIR NATURE) FOR ANY DELAY OR FAILURE BY DENNY'S TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT DUE TO ANY CAUSE BEYOND DENNY'S REASONABLE CONTROL; OR CLAIMS MADE A SUBJECT OF A LEGAL PROCEEDING AGAINST DENNY'S MORE THAN TWO YEARS AFTER ANY SUCH CAUSE OF ACTION FIRST AROSE.

6.3. Force Majeure. Denny's is not responsible for delays or failures in its performance resulting from acts or omissions beyond its control, including but not limited to, delay or failure caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, pandemic, epidemic, act or omission of carriers; or from any events, acts, or omissions attributable to the manufacturer or the vendor of any Products or providers of Third Party Services to Denny's or Franchisee; or other similar causes beyond Denny's control. Each party will (i) promptly notify the other in writing of any such event of force majeure, its expected duration, and its anticipated effect on the ability of such party to perform its obligations, and (ii) make reasonable efforts to perform its obligations hereunder.

7. TERMINATION

7.1. Notwithstanding any language to the contrary in Section 8.4 hereof, unless otherwise required by Franchisee's franchise agreement, this Agreement may be terminated by either party, as to any or all covered locations, thirty (30) days after written notice. Upon termination, Franchisee must remove all third-party software and services used in connection with the approved restaurant technology or obtain use rights at Franchisee's sole expense.

8. SERVICES

8.1. Denny's Services. The Services will be standard offerings unless expressly noted that the Services are customized to the Franchisee's specific requirements. Standard help desk services will automatically renew on an annual basis until either Denny's or the Franchisee terminates such Services.

8.2. Changes to Services. Denny's may change the terms of Services that are renewable or not expiring upon thirty (30) days written notice to the Franchisee. As to renewal transactions, the changes will be effective as of the date specified in the written notice. Upon receipt of written notice of a change to the terms of Services, the Franchisee may terminate the Services subject to the change by giving written notice of such termination, which will be effective thirty (30) days after Denny's receipt of such notice, unless a later date is expressly stated in the notice.

8.3. Service Standard. All Services will be performed in a professional and workmanlike manner, with Franchisee acknowledging that Denny's is not engaged in the business of providing computer support. Denny's sole obligation is to make such changes and corrections as may be required with respect to the Services reported to it within ninety (90) days of the date on which Denny's completed such Services. Denny's has no liability or responsibility if (i) the Services performed by Denny's have been used or acted upon in any manner or in any environment inconsistent with the intended purpose of such Services, (ii) any of the Products are modified or repaired in any manner which causes them to differ from the standard configuration for the approved restaurant technology in company restaurants or which adversely affects the operation or reliability thereof, or (iii) if any equipment or software or other material utilized therein is used contrary to manufacturer's instructions, or altered by persons not trained by Denny's, or not authorized or approved for Third Party Services. The Products were designed and first sold by third parties, Franchisee elected to purchase or continue using the Products, and Denny's does not warrant them in any way.

8.4. Service Term and Termination.

8.4.1. Denny's may, without further obligation to the Franchisee, immediately terminate or suspend the Services to the Franchisee by written notice to the Franchisee if the Franchisee:

a. fails to make any payment to Denny's within ten (10) days after Denny's notified the Franchisee in writing of such failure;

b. fails to perform or comply with any of its non-monetary duties or obligations specified in this Agreement and fails to remedy such failure within thirty (30) days after written notice of such failure is given to the Franchisee. If the failure cannot reasonably be cured within the thirty (30) day period and the Franchisee has diligently and in good faith commenced action to cure such failure, the Franchisee has an additional thirty (30) days to cure such failure, or

c. files, or has filed against it, any state or federal bankruptcy or insolvency proceeding that is not dismissed within sixty (60) days of the date filed.

8.4.2. The Franchisee may, without further obligation to Denny's (except for payment for Services performed prior to the date of termination), immediately terminate the Services by written notice to Denny's if Denny's:

a. fails to perform or comply with any of its material duties or obligations and fails to remedy the failure within thirty (30) days after written notice of the failure is given to Denny's. If the failure cannot reasonably be cured within the thirty (30) day period and Denny's has diligently and in good faith commenced action to cure such failure, Denny's has an additional thirty (30) days to cure such failure; or

b. files, or has filed against it, any state or federal bankruptcy or insolvency proceeding that is not dismissed within sixty (60) days of the date filed.

8.4.3. The termination or expiration of this Agreement will not terminate or affect the Franchisee's obligation to make payments to Denny's for Services performed by Denny's prior to such termination or expiration.

8.5. Confidential Information. During the course of Denny's performance of the Services, the parties may disclose to each other Confidential Information. All such Confidential information remains the sole and exclusive property of the party making the disclosure and may be used by the recipient and its employees and agents solely to permit the recipient to perform its obligations. The parties agree that they will use the same degree of care to protect the Confidential Information they receive as they use to protect their own confidential information.

9. MISCELLANEOUS

9.1. No Waiver. The waiver of a breach may be effected only by writing signed by the waiving party, is not a waiver of any other or subsequent breach, and does not alter the provision or affect Denny's right to terminate this or any related agreement. No delay or failure of either party in exercising any right, nor any partial exercise, waives any rights under contract or at law.

9.2. Binding Effect. This agreement binds both the parties, their respective heirs, personal representatives, successors and assigns, and without limitation, any corporate successor by merger, consolidation or other corporate reorganization.

9.3. Entire Agreement; Amendments. This Technology Platform Agreement, including all components and attachments which are expressly identified (and which are incorporated into this Agreement by reference), constitutes the entire agreement between the parties with respect to support services for the approved restaurant technology and supersedes any and all prior and contemporaneous representations, proposals, agreements, negotiations, advertisements, statements, or understandings, whether oral or written. No amendment to this Agreement will bind either party unless such amendment is in writing and is executed by authorized representatives of both parties. If this Agreement is translated into another language, the English language version controls if any dispute or question of interpretation arises concerning this Agreement.

9.4. Notice. Any notices required or permitted under this Agreement will be in writing and will be effective when delivered in person or sent by certified mail (return receipt requested, with proper postage affixed) or by personal courier to the address set forth in this Agreement or any more recent address of which the sending party has been apprised. This Agreement and all notices hereunder must be in the English language.

9.5. Independent Contractor. The parties agree that Denny's Call Center will provide services and that the relationship between Denny's Call Center and the Franchisee is that of independent contractor. Denny's Call Center is not an agent or employee of the Franchisee for any purpose. This Agreement implies or creates no other relationship between Denny's Call Center and the Franchisee.

9.6. Survival. The Franchisee's obligation to pay any outstanding fees or expenses survives termination, cancellation or expiration of this Agreement.

Exhibit A

<u>Support Services Agreement</u>

This Exhibit A sets forth the additional terms and conditions applicable to the approved restaurant technology support services to be provided by Denny's to the Franchisee. This Exhibit A is an integral part of the Technology Platform Agreement. Capitalized terms have the meaning set forth in the Agreement.

Denny's Call Center serves Denny's company restaurant point of sale computer software and systems including integration, call center support services, consulting and other services. The Franchisee desires to engage Denny's Call Center to provide approved restaurant technology help desk support services and Denny's desires to provide such services as described below and subject to the terms and conditions set forth in this Agreement.

1. Franchisee requests and Denny's agrees that, upon execution of this Agreement, Denny's will provide Franchisee with approved restaurant technology help desk support services in consideration for payment of the approved restaurant technology support service fees.

(a) Franchisee Representative will promptly be available to assist Denny's Call Center representative in problem diagnoses and to provide to Denny's, and to make necessary arrangements for, Denny's access to and use of all information, data, documentation, computer time, computer programs, computers (via communications) as may be reasonably required by Denny's. Denny's has no responsibility or liability for service delays caused by the Franchisee Representative's failure to satisfy such obligations in a timely manner.

(b) The Franchisee will call 1-800-801-6156 or other number designated by Denny's for approved restaurant technology support. Denny's is not responsible for return calls delayed by circumstances beyond Denny's reasonable control (including, without limitation, telephone failures, or a busy or not answered telephone line at Franchisee's site).

(c) For Hardware-related service calls, Denny's Call Center will contact the designated service provider for the relevant Hardware, communicate the Franchisee Representative's problems, and provide said service provider with the necessary information for contacting and assisting the Franchisee directly.

2. Unless Franchisee is notified in advance for scheduled closures or the Denny's Call Center is inoperable for reasons beyond Denny's control, the Denny's Call Center is available three hundred sixty-five (365) days a year, twenty-four (24) hours a day.

3. The fee for help desk support services as described in the Agreement is found in Exhibit C.

4. The current annual fees for required software are listed in Exhibit C. The applicable annual fees will be billed to Franchisee's franchise finance account during the first quarter each year.

This Agreement remains in effect (unless otherwise noted in the information above) until the end of the Contract Year, and unless it is terminated, automatically renews for successive additional periods of one (1) Contract Year.

Exhibit B

Approved Hardware and Software for Standard Enterprise Technology Platform

Restaurant Technology – Supported Software and Hardware		
Classification	**Vendor**	**Description**
Software	Altametrics	Optional Inventory & Labor Scheduling
	RemoteLink	Software Delivery / Data Polling
	Symantec Ghost Acronis	Imaging software
	Windows 10, Windows 10 IoT, Windows 7, WEPOS, POSReady 2009. POSReady	Operating Systems
	Xpient IRIS, Xenial	POS Software
	Carbon Black /Bit9 Trend Micro	Endpoint security suite
	Cisco – Knox	Mobile Device Management (MDM) platform / Switch and Firewall Management
	Verifone POINT SCA, Flex, Payware Connect, VHQ	Managed secure payments platform
Classification	**Vendor**	**Description**
Hardware	IBM, Toshiba, Microsoft, Samsung,	POS Terminals – Server & Cashier Tablets
	Invue	Tablet enclosure and charging systems
	Epson, Bixelon	Thermal receipt printers
	Epson, Bixieon	Impact grill printers
	Motorola, Zebra	2D Barcode scanner/imager
	HP, Lenovo	BOH PC & Monitor
	Intel, Logic Controls, Bematech	KVS Controllers and Bump Bars
	HP, Brother, Epson	Office printer, multi-function device
	Comcast Business Knox	Managed network gear. Firewall, Wi-Fi access points, VSAT and 4G network access equipment and Managed Switch
	Cisco	Managed Network Switch
	Granite Polycom, Obihai Comcast Broadsoft	Voice over IP / Auto Attendant
	Verifone	Secure payment terminal
	Fiserve, Clover	Wireless secure payment terminal

Exhibit C

Required recurring costs as of May 1, 2026*

Recurring Cost	**Monthly**	**Annual Total**
Fees assessed annually and collected through DFO billing. *The applicable annual fees will be billed to Franchisee's franchise finance account.*		
Remotelink		$60.00
Endpoint Protection – BOH, POS, KVS $22.00 per device per year (Avg 9 devices estimated)		$198.00
Fees assessed monthly and collected through DFO billing		
SETP Support Fee (Support & Menu Maintenance Support	$238.00	$2,860
Xpient/Xenial POS	$238.33	$2,860.00
Verifone Payment Terminals *$26 per month per terminal (Avg 2 devices)*	$52.00	$624
Fees assessed monthly and billed directly by the Vendor		
Comcast Business – Managed Network *Broadband/4G Backup/Managed Wi-Fi(2ap)/Managed Switch/Next Business Day Service Plan* *This is an estimate as prices will vary based on local product availability.*	$290	$3,480.00
The required fees listed here are intended to describe costs associated with the core Enterprise Technology Platform. Other programs such as Denny's On Demand (DOD) may include additional costs that are not referenced here but will be described in the DFO's franchise disclosure documents and/or contracts.		

* Support fees are subject to change based on the actual cost of overall support for the brand.

Exhibit D

Optional recurring costs as of May 1, 2026*

Recurring Cost	**Monthly**	**Annual Total**
Fees assessed monthly and collected through DFO billing		
Altametrics eRestaurant Labor Scheduling	$85.31	$1,023.68
Altametrics eRestaurant Inventory	$35.42	$425.04
Hardware Maintenance	$145.00-$224.00	$1,740.00-$,696.00
Fees assessed monthly and billed directly by the Vendor		
Comcast Business Premium Service Plan *Premium Service plan same day with weekend support*	$15.00	$180.00
Comcast Business Optional Equipment Cabinet Bundle *Equipment enclosure install with WattBox remote reset APU*	$15.40	$184.80
Comcast Additional Access Points *1 Meraki MX36 Access point*	$19.00	$228.00
Comcast Business WattBox remote reset APU only *Device that allows Comcast to remotely reboot the cable modem if it loses connection; includes next business day support*	$10.00	$120.00

* Support fees are subject to change based on the actual cost of overall support for the brand.

Exhibit E

Restaurant Locations

Restaurant Number	Restaurant Address (Street, City, State)	Franchise Corporation	Franchise Primary Signatory

EXHIBIT J-1

DENNY’S ON DEMAND AGREEMENT

DENNY'S ON DEMAND ENROLLMENT & AGREEMENT

Franchisee Name:

AUTHORIZED OPERATOR AGREEMENT

This Authorized Operator Agreement (the "Agreement"), effective as of ____________________ (the "Effective Date"), is made by and between Mobo Systems, Inc., a Delaware corporation with a business address at 26 Broadway, 24th Floor, New York, New York 10004 ("Olo") and ______________________ with a business address at _______________________________ ("Operator").

RECITALS

WHEREAS, Operator is an authorized franchisee of Customer ("Customer");

WHEREAS, Customer has entered into an agreement ("Master Services Agreement") with Olo, whereby Olo shall exclusively provide white label (retailer-branded) digital ordering and delivery solutions to Customer and its franchisees; and

WHEREAS, Operator desires to use the Licensed Applications made available to Customer pursuant to the Master Services Agreement which terms are incorporated herein, and Olo desires to make available such Licensed Applications for use by Operator, all pursuant to the terms and conditions of this Agreement. For purposes of this Agreement, the "Licensed Applications" means the means the software and systems that are developed and operated by Olo to provide white-label digital ordering solutions and delivery services (Dispatch) to its customers generally.

NOW, THEREFORE, the parties agree as follows:

1. Fees and Expenses; Payment Obligations

Olo's fees for the use of the Licensed Applications are set forth below. Olo shall invoice the Operator for the fees payable under this Agreement once a month for the prior month. Olo will automatically withdraw funds from the Operator through an Electronic Funds Transfer (EFT) transaction from an account designated by Operator within the first five (5) business days of the month for the previous month's fees. Operator acknowledges that it shall be solely responsible to Olo for the fees specified herein, and that Customer shall have no responsibility or obligation to Olo for such fees.

Monthly Program Fee	*Monthly recurring fee, per active location (includes Account Management, menu and pricing updates).*
	Fixed Fee: $70.00 per active location
	$0.09 per transaction
	Dispatch Fee $0.06 per transaction and contribute $0.86 per order toward the delivery service provider
Store Activation Fee	*One-time fee for all future locations enabled for Olo Services. Fee includes Applicable Menu creation, POS integration, dashboard configuration and other initial setup procedures.*

	$250 per location.
Store Transfer Fee	*Applied when new Operator takes over store location.*
	$100 per location
Applicable Taxes	*All Olo fees are subject to applicable sales tax.*

Operator shall pay applicable sales, use, excise, value-added, services, consumption and other taxes and duties, excluding income and similar type taxes, imposed on its purchase of Services from Olo provided that such taxes are separately stated on the initial invoice. Olo will be liable for any interest or penalties associated with late payment of any taxes: (a) collected by Olo from Operator where such taxes are not remitted to the taxing authority; and (b) where such interest and penalties are billed by the taxing authority as a direct obligation of Olo and charged to Olo directly by the taxing authority, resulting from Olo's failure to collect or remit such taxes where Olo had a legal obligation to do so. Operator shall pay such taxes to Olo as invoiced and Olo shall remit such payments to the appropriate taxing authority. The parties shall cooperate with each other to enable the parties to determine accurately their respective tax liabilities and to reduce such liabilities to the extent permitted by law and where Olo does not collect tax at the request of Operator, Olo shall, notwithstanding anything to the contrary above, have no liability for interest and penalties related to such tax. Sales, use or similar taxes will not be calculated or billed on transactions that are exempted or excluded from the imposition of tax by applicable law. Operator shall provide Olo with any resale certificates, exemption certificates, or such other similar information as may reasonably be requested. Operator will make every reasonable effort to accrue applicable use tax on transactions when Olo is not legally required to or does not collect sales, use or similar taxes.

2. License; Intellectual Property Rights

a. License.

i. Subject to the terms and conditions of the Agreement, Olo hereby grants to Operator, during the Term (as defined herein), a non-exclusive, non-sub licensable, non-transferable license to access and use for itself and its customers the Licensed Applications in the United States. Operator's use of Dispatch shall be governed by the terms and conditions set forth in Exhibit A attached hereto. Operator shall not (i) assign this Agreement to any third party (it being understood that any such assignment shall be void ab initio); and (ii) transfer or sell the Licensed Applications (it being understood that Operator may permit its customers to access the Licensed Applications solely for the expressed purpose of this Agreement). A breach of the obligations set forth in this Section 2 by Operator shall constitute a material breach of this Agreement by Operator. Updates to the Licensed Applications shall be made in the sole discretion of Customer, as negotiated with Olo.

ii. Olo hereby grants to Operator a limited, non-exclusive license to use Olo promotional materials and Olo trademarks and logos for the marketing and promotional purposes in connection with the Licensed Applications, including as directed by Customer. Operator shall not be permitted to alter or modify any Olo trademarks or logos. All other use of Olo trademarks and logos shall be subject to the prior approval of Olo. Operator shall not use any Olo promotional materials or Olo trademarks or logos in any way that suggests or implies that Olo endorses Operator's or Customer's products or services. All use of Olo trademarks and logos, and all goodwill derived from such use, shall inure to Olo.

iii. During the Term (as defined herein), the Licensed Applications will be operational and available to Operator and its customers in the manner contemplated by this Agreement.

b. Intellectual Property Rights.

i. As between Operator and Olo, Operator hereby acknowledges and agrees that Olo owns all right, title and interest, including all copyrights and other intellectual property and proprietary rights, in and to the Licensed Applications, all custom developed documents, designs, computer programs, computer systems, computer documentation and other work product authored or prepared by Olo upon the request of Customer pursuant to the Master Services Agreement.

ii. Nothing herein shall alter any agreement between Customer and Operator concerning the ownership or use of Customer intellectual property other than the Licensed Applications, including without limitation Customer trademarks or logos.

3. Confidential Information

The parties acknowledge and agree that in the course of fulfilling their obligations hereunder, each party may have access to information of material of the other party that is commercially valuable to both companies and not generally known in the industry (as further described below, "Confidential Information"). During and after the term of this Agreement, each party agrees not to: (a) disclose Confidential Information of the other party to any person other than its employees, agents or independent contractors who have a need to know the same in connection with performance of this Agreement, and who are under obligations of confidentiality substantially similar to this Section 5; or (b) use the Confidential Information of the other party for any purpose other than performing its obligations under this Agreement. Confidential Information includes, but is not limited to: (i) any and all versions of proprietary computer software and any documentation related thereto; (ii) technical information concerning products and services, including product data and specifications including, but not limited to, the integration specifications, know-how, formulae, diagrams, flow charts, drawings, hardware configuration information, source code, object code, test results, processes, inventions, research projects and product development; (iii) any and all version of any designs, patents, trademarks, or copyrightable works, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, business plans; (iv) information concerning each party's business plans or strategies, pricing or menu information, and markets and marketing methods; (v) information submitted by each party's customers, suppliers, employees, or business partners for study, evaluation or use; or (vi) any other information not generally known to the public or by actual or potential competitors of either party.

Each party agrees to treat the other party's Confidential Information in the same manner as it treats its own Confidential Information, to take reasonable security precautions to safeguard the other party's Confidential Information from theft or from access by unauthorized persons, to not use the other party's Confidential Information in any way detrimental to such party, and to not, directly or indirectly, disclose or divulge the other party's Confidential Information to any third party without the prior written consent of the other party.

The receiving party shall have no obligation with respect to Confidential Information of the other party that: (i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving party; (ii) was disclosed to the receiving party by a third party who was free of obligations of confidentiality to the party providing the information; (iii) is approved for release by prior written authorization of the other party; or (iv) is publicly disclosed pursuant to a subpoena, court order, requirement or request of a governmental agency, or where such disclosure is required by operation of law.

In no event may this Agreement be reproduced or copies shown to any third parties without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event Olo and Customer agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances. The parties further agree that where this Agreement or their respective contents have to be disclosed to any regulatory or statutory body, then the parties shall use their commercially reasonable efforts to seek undertakings from such regulatory or statutory body to prevent the disclosure of this Agreement or their respective contents into the public domain.

In addition, each party shall give notice to the other party of any demands to disclose or provide Confidential Information received from any third party under lawful process prior to disclosing or furnishing Confidential Information, and shall cooperate in seeking reasonable protective arrangements requested by the other party. Either party may disclose or provide Confidential Information of the other party requested by a government agency having jurisdiction over the party; provided that the party uses its commercially reasonable efforts to obtain protective arrangements satisfactory to the party owning the Confidential Information. The party owning the Confidential Information may not unreasonably withhold approval of protective arrangements.

The receiving party shall notify the disclosing party immediately upon becoming aware of any actual or suspected breach of the security of disclosing party's Confidential Information. A breach of security refers to any known or suspected breach or default in the confidentiality, integrity, accuracy, security or privacy of disclosing party's Confidential Information.

If a party uses or discloses or attempts to use or disclose any of the Confidential Information in contravention of this Agreement, then in addition to other available remedies, the party who owns the Confidential Information shall have the right to injunctive relief enjoining any such use, disclosure or attempt to use or disclose, it being acknowledged that legal remedies are inadequate.

4. User Data

For purposes of this Agreement, "Application Data" means all data transmitted through, or collected by, the Licensed Applications, including, without limitation all personally identifiable information ("End User" data), and all data and information concerning End Users utilizing the Licensed Applications. Operator acknowledges and agrees that all Application Data is confidential information and intellectual property of Customer, and Operator's access and use of Application Data is prohibited and/or restricted pursuant to agreements between Customer and Operator. Operator further acknowledges and agrees that Olo will not provide Application Data to Operator without the prior written approval of Customer.

5. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Olo represents and warrants that it will provide the Licensed Applications in accordance with this Agreement and in a manner consistent with general industry standards reasonably applicable to the provision thereof. Operator represents and warrants that it and each of its employees, contractors and authorized representatives are fully compliant with all applicable Payment Card Industry data security and other standards as well as all other applicable rules, regulations and laws.

OLO MAKES NO REPRESENTATION OR WARRANTY OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. THE WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnification

Olo shall indemnify and hold harmless Operator and defend any action, suit, or proceeding brought against Operator (i) alleging that any Olo intellectual property ("Olo IP") infringes any United States patent, trademark or copyright of a third party; (ii) caused by the grossly negligent acts or omissions, or willful misconduct in performing under this agreement by Olo; or (iii) any of the acts or omissions of Olo's third party providers as part of the "Dispatch" Delivery Service , and Olo shall indemnify and hold Operator, its officers, directors and employees, harmless against damages finally awarded against Operator, costs, expenses, and losses (including, without limitation, court costs and reasonable attorneys' fees and expenses) in connection with any such action, suit or proceeding; provided, that (i) Operator notifies Olo promptly in writing of the claim in question, (ii) Olo has sole control of the defense and all related settlement negotiations, and (iii) Operator provides Olo with all commercially reasonable assistance, information and authority to perform the above at Olo's expense. In the event that Operator's use of the Olo IP is enjoined by a court of competent authority, Olo shall, at its sole option and at its expense, either (I) procure for Operator the right to continue using of the Olo IP, or (II) modify the Olo IP to avoid infringement without material impairment of their functionality. THIS SECTION STATES OLO'S SOLE LIABILITY HEREUNDER WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS.

Operator shall indemnify, defend and hold Olo and each of its subsidiaries and affiliates, and each of their respective past or present officers, directors, agents, servants, employees, stockholders, predecessors, successors or assigns, and all persons acting by, through, and under, or in concert with them, harmless against all losses, damages, claims, liabilities, and expenses (including reasonable legal fees) resulting from (i) any of its acts or omissions or the acts or omissions of its employees, contractors or representatives hereunder; (ii) it's grossly negligent acts or omissions, or willful misconduct in performing under this Agreement; (iii) Olo's release of Operator data (including PII if the release of such information was either requested by Operator or approved by End User); and (iv) claims that materials supplied by it infringe or conflict with the rights of third parties. Operator is responsible under this section for the actions of its employees, customers, agents, and subcontractors.

7. Limitation of Liability

EXCEPT FOR INDIRECT DAMAGES AS A RESULT OF EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY LOST PROFITS OR CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ONE OR BOTH PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATION HEREIN, EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES PAID BY OPERATOR UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION 7 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

8. Term and Termination

a. <u>Term – Generally</u>. This Agreement shall remain in force for three (3) years from the Customer "go-live" date (when the Licensed Applications are live to end users (the "Initial Term")). At the end of the Initial Term, this Agreement shall be renewed, upon acknowledgment by Olo and Operator, for successive one (1) year periods (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless, at least sixty (60) days prior to any Renewal Term, either party notifies the other that this Agreement shall not be renewed. This Agreement may terminate earlier as provided in this Section 8 or as the parties may otherwise agree in writing.

b. <u>Termination of the Master Services Agreement</u>. This Agreement shall automatically terminate if and when the Master Services Agreement is terminated between Olo and Customer.

c. <u>Termination of Franchise Agreement/Elimination of Location</u>. This Agreement shall automatically terminate as to a franchised location if and when (i) the franchise agreement between Customer and Operator is terminated, in which case this Agreement shall terminate as to all Customer franchised locations of Operator, or (ii) Operator no longer owns and operates the franchised location, in which case, this Agreement shall only terminate as to such franchised location.

d. Termination for Cause; Reasonable Opportunity to Cure Breach. If a party breaches any material provision of this Agreement, the non-breaching party may terminate this Agreement by giving 30 days' notice to the other party, except that such a termination shall not take effect if the breaching party cures the breach before the end of such 30-day period.

9. Miscellaneous

a. Notices. All notices and other communications sent under this Agreement will be in writing and (i) hand delivered; or (ii) delivered by prepaid overnight courier;. Communications will be sent to the persons at the addresses set forth on the signature page hereof or such other persons/addresses as the parties subsequently may specify in writing.

b. Governing Law. This Agreement will be governed by the laws of New York, without regard to conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of courts in New York County, New York in all disputes arising out of, or relating to, this Agreement.

c. Assignment. This Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns. Except as specified herein, neither party may assign its rights or delegate its duties under this Agreement (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. In the event of a merger, acquisition or sale of substantially all of the assets or business of a party (or any substantially similar transaction), such party will be entitled, without notice, to assign this agreement to a successor or otherwise in connection with such transaction, so long as the assignee accepts the obligations hereunder in writing. Any purported assignment of rights or obligations, except as expressly permitted herein, will be null and void.

d. Severability. The provisions of this Agreement other than Section 6 are severable, and the unenforceability of any such provision of this Agreement will not affect the enforceability of the remainder of this Agreement. The parties acknowledge that it is their intention that if any provision of this Agreement other than Section 6 is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the parties' purpose in agreeing to that provision to the greatest extent possible under applicable law.

e. Relationship of Parties. The parties acknowledge that Olo is an independent contractor of Operator, and Olo's employees are not employees of Operator. Nothing in this Agreement or any exhibit will be construed as creating a partnership, joint venture, agency or fiduciary relationship between the parties, or as authorizing either party to act as agent for the other or to enter into contracts on behalf of the other.

f. Non-Solicitation of Employees. During the term of this Agreement and for a period of six (6) months thereafter, both parties agree not to solicit directly or indirectly for employment, or employ or contract for the service of, any employees, agents or representatives of the other party without the prior written consent of the other party. This provision shall not restrict general advertisements of employment or the rights of any employee of one party, in response to general advertisements, to seek employment from the other party and under such circumstances, for the other party to hire such employee.

g. Amendment/Modification. This Agreement may be modified or amended only by a separate writing signed by Olo and Operator expressly so modifying or amending this Agreement.

h. Certain Remedies. The parties acknowledge that the breach of Sections 3 and 5 will give rise to irreparable injury to the non-breaching party inadequately compensable in damages. Accordingly, the parties agree that injunctive relief will be an appropriate remedy to prevent violation of the parties' respective rights and/or obligations under those two sections. However, nothing in this Section 10.8 shall limit a party's right to any other remedies in equity or at law, including the recovery of damages.

i. Force Majeure. Neither party will be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, and other causes beyond its reasonable control.

j. Interpretation. If there is an inconsistency between the terms of this Agreement and the terms of a Statement of Work, the terms of the Statement of Work shall control.

k. "Dispatch" Delivery Service. Should Operator utilize the "Dispatch" Delivery service to facilitate delivery of food and beverage to End Users, the terms attached hereto in Exhibit A shall apply.

l. Counterparts. This Agreement may be executed in two counterparts, which together shall constitute but one and the same instrument. Executed counterparts transmitted via facsimile or email attachment shall constitute originals for all intents and purposes.

m. Waiver. A waiver by either party of any term or condition of this Agreement in one or more instances will not constitute a permanent waiver of the term or condition or any other term or condition of this Agreement or a general waiver.

n. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.

MOBO SYSTEMS, INC.	_____________________.
By:______________________________	By:______________________________
Name:____________________________	Name: _____________________
Title:____________________________	Title:____________________________
Date:_____________________________	Date:_____________________________

Mailing Address for Notices:
26 Broadway
24th Floor
New York, New York 10004

Mailing Address for Notices:

Email Address for Notices:

Email Address for Notices:

EXHIBIT A

DISPATCH TERMS & CONDITIONS

1. **Definitions**

"Completed Fulfillment" shall be as described in Exhibit C.

"Confirmed Delivery Response" shall mean that the Dispatch application has transmitted an End User delivery request to a Delivery Service Provider(s) that has responded back with an acceptance of that delivery request.

"Delivery Area" shall mean the area(s) in which the Delivery Service Providers offer delivery service to End Users, which may change from time to time.

"Delivery Guidelines" shall mean the rules and responsibilities associated with the delivery of the Product to the End User as further specified in Exhibit B.

"Delivery Service Providers" shall mean that providers of delivery service who cover a specific Delivery Area(s) that comprise a portion of the Territory, have their own vehicles, and pick up the Product from the Operator location and deliver it to the End User-specified location.

"End User(s)" shall mean the consumers who access the Operator's Olo Licensed Applications for the purpose of placing a digital order for delivery.

"Licensed Applications" means the software and systems that are developed and operated by Olo to provide delivery solutions and services to its customers generally, including any associated application program interfaces and technology and any enhancements or modifications thereto.

"Personally Identifiable Information" or "PII" means the data collected by a party from an End User that contains any confidential and/or personally identifiable information about the End User and, for the purposes of this Agreement, any of the End User's payment credentials.

"Product" shall mean the food and/or beverage order from the End User comprised of products from the Operator location.

"Territory" shall mean the United States.

2. **Parties' Obligations**

2.1. **Olo Obligations**

I. Olo shall contract with Delivery Service Providers;

II. Olo shall develop and maintain interfaces to access and provide delivery quotes (delivery time and pricing) from Delivery Service Providers to End Users;

III. Olo shall ensure that the Delivery Service Providers abide by the Delivery Guidelines as attached hereto as Exhibit C;

IV. Olo shall ensure that the Delivery Service Providers maintain the appropriate level of insurance coverages as determined by Olo in its sole discretion;

V. Olo shall ensure that the Delivery Service Providers maintain and enforce strict guidelines for their drivers;

VI. Olo shall ensure that the Delivery Service Providers use of the End User data is subject to Olo's Privacy Policy in effect at the time; and

VII. Olo shall ensure that no End User PII will be used to market any additional products to those End Users.

2.2. **Operator Obligations**

I. Operator agrees that during the Term, Olo shall be the exclusive provider of delivery services to Operator for orders originated on branded e-commerce web and mobile applications. Also during the Term, Operator shall not use, test or support any delivery service in lieu of Dispatch.

II. Operator shall ensure that they properly package Product appropriately for delivery (including any protection necessary in the event of inclement weather) using the proper containers and other means to allow for successful delivery;

III. Operator will ensure that Product is readily available for pickup by Delivery Service Partner upon their arrival at the requested pick-up location;

IV. Operator shall ensure that each order is complete prior to pick-up by the Delivery Service Provider;

V. Operator shall ensure they follow the Delivery Guidelines attached hereto as Exhibit C;

VI. Operator shall ensure that they promptly respond to all End Users calls and use the Dispatch functionality in the Olo Dashboard to promptly respond to all End User issues, including cancellations and refunds; and,

VII. Operator shall not create any obligation of the Delivery Service Provider or Olo to provide any refund other than as specifically set forth in Exhibit C.

3. **Fees & Payments**

1.1. Payments to Olo. Operator agrees to accept the Licensed Applications and Services, and Olo by its acceptance of this Agreement agrees to provide the Licensed Applications and Services to the Operator, in accordance with the payment terms and conditions as set forth in Exhibit B.

1.2. Operator billing contact: (name) ________________, (address) ____, (phone) ______________, (email) ________________________.

4. **Delivery Liability.**

To the extent that Delivery Service Provider's fees are not reversed, Olo will be liable to Operator for the value of goods to be delivered up to $50 per order, measured by the replacement cost of the order, including taxes, occurring while the delivery is in the possession or under the control of Delivery Service Provider or resulting from Delivery Service Provider's performance of or failure to properly perform the delivery services provided for in this Addendum or arising from any cause while in the possession of or under the control of Delivery Service Provider including its negligence. Operator will make any claims with respect to this Section 9 in writing to Olo within ten (10) days after the date of shipment. Olo will be entitled to request, and if so requested Operator will give to Olo, documented proof of the cost of the shipment involved in any claim and evidence of Delivery Partner's direct responsibility for said damage.

EXHIBIT B: PROCESS, FEES & PAYMENT TERMS

1. End User places order with Operator and specifies "Delivery."
2. Order is confirmed with a Delivery Service Provider.
3. End User pays Operator for the entire order (food, taxes, delivery fee, and tip). For clarification, Operator is the Merchant of Record for the entire transaction amount to avoid End User confusion and chargebacks.
4. Olo is paid by Operator $0.50 per Confirmed Delivery Response.
   a. In no case shall the Fees to Olo be refundable unless specifically spelled out in Exhibit C.
5. All Olo fees are billed through Operator's Franchise Finance Account with DFO, LLC on monthly basis.
   a. Delivery fees owed the Delivery Service Providers
   b. Tip owed the Delivery Service Providers
   c. Olo Dispatch Service Transaction Fee of $0.06 plus $0.86 paid to delivery provider
6. Operator can reconcile Olo's funds withdraw by using the Dispatch reporting tools inside the Dashboard of the Licensed Applications.
7. In circumstances in which Operator reporting and Olo transaction history do not reconcile, Operator will provide detailed support (including, but not limited to, cancellation codes and proof of refunded payment) as to the discrepancy.
8. In the event that either party disputes the accuracy or applicability of a charge or credit, any set-off or any other financial arrangement described in the Agreement, the disputing party shall notify the other party of such dispute as soon as practicable after the discrepancy or dispute has been discovered. Any undisputed amounts contained in or applicable to an invoice or otherwise payable or creditable will be paid and any undisputed credit amounts will be promptly credited by the applicable party.
9. All billing questions should be sent to dispatchbilling@olo.com.

EXHIBIT C: DELIVERY GUIDELINES & REFUND MATRIX

			Conditions			Accountability				
Order RefundReason Code	REFUND Description (scenarios for order refund request) Note: In some cases, there is a related delivery cancel request as well.	Requestor	Driver Assigned?	Item Picked up by Driver?	Handoff to Customer Completed?	Customer	Restaurant	Delivery Service	Who Pays Delivery Fee?	Olo Fee to Restaurant Charged?
CustomerCanceled	Customer no longer wants their order and would like to cancel	Customer	Yes or No	Yes or No	Yes or No	x			Customer	Yes
CustomerChangedOrder	Customer wishes to modify their order. In Olo, this would cancel the original order and create a new order with the revised details	Customer	Yes or No	Yes or No	No	x			Customer	Yes
MissedDropoffTime	Driver stuck in traffic, miss estimatedDeliveryTime by 15+ min	Customer	Yes	Yes	No			x	Delivery Service	Yes
WrongItem	Wrong item delivered to the customer	Customer	Yes	Yes	Yes		x		Restaurant	Yes
MissingItem	Missing item in delivery to the customer	Customer	Yes	Yes	Yes		x		Restaurant	Yes
Damaged	Exterior packaging and contents were damaged	Customer	Yes	Yes	Yes			x	Delivery Service	Yes
ExteriorDamaged	Exterior packaging was damaged but contents were fine	Customer	Yes	Yes	Yes			x	Delivery Service	Yes
InteriorDamaged	Exterior packaging was fine but contents were damaged	Customer	Yes	Yes	Yes		x		Restaurant	Yes
DriverMissedPickup	Driver delay for pickup at store location by 10+ min	Restaurant	Yes	No	No			x	Delivery Service	Yes
CustomerOtherReason	Reasons not covered by the other listed items	Customer	Yes or No	Yes or No	Yes or No				Case-by-case basis	Yes
VendorOtherReason	Reasons not covered by the other listed items	Restaurant	Yes or No	Yes or No	No				Case-by-case basis	Yes
UnhappyOrder	Customer chargeback (unhappy with food quality)	Customer	Yes	Yes	Yes		x		Restaurant	Yes
UnhappyDelivery	Customer chargeback (unhappy with delivery service)	Customer	Yes	Yes	Yes			x	Delivery Service	Yes

			Conditions			Accountability				
Dispatch CancelReason Code	Cancel Description (scenarios for delivery cancel request)	Requestor	Driver Assigned?	Item Picked up by Driver?	Handoff to Customer Completed?	Customer	Restaurant	Delivery Service Provider (DSP)	Who Pays Delivery Fee?	Olo Fee to Restaurant Charged?
SystemFailure	Order processing failures, such as: POS transmission failures, payment gateway failures, etc. Cancel request sent within 5 min of delivery request	Olo Ordering Service	Yes or No	No	No				No delivery fee. No cancel fee.	No
PickupNotReady	Store Location Not Ready for Pickup, driver has waited 10+ minutes	DSP	Yes	No	No		x		Restaurant	Yes
PackageContents	Customer Refused Delivery: Wrong/Missing item delivered to the customer	DSP	Yes	Yes	No		x		Restaurant	Yes
PackageDamage	Customer Refused Delivery: Packaging and/or contents were damaged	DSP	Yes	Yes	No			x	Delivery Service	Yes
DestinationUnreachable	Customer not reachable upon arrival to destination, driver has waited 10+ min	DSP	Yes	Yes	No	x			Customer	Yes
CustomerCanceled	Customer no longer wants the order: Customer requests cancellation before driver has arrived for pickup	Customer	Yes or No	No	No	x			No delivery fee. No cancel fee.	Yes
CustomerCanceled	Customer no longer wants the order. Customer requests cancellation after driver has arrived for pickup	Customer	Yes	Yes	No	x			Customer	Yes
CustomerChangedOrder	**Occurs before driver arrives for pickup.** Customer has revised their order contents and a new order is created, Customer has revised their order from delivery to pickup, etc.	Customer	Yes or No	No	No	x	x		No delivery fee. No cancel fee.	Yes
CustomerChangedOrder	**Occurs after driver has picked up** Customer has revised their order contents and a new order is created, Customer has revised their order from delivery to pickup, etc.	Customer	Yes	Yes	No	x	x		Customer	Yes
MissedDropoffTime	Driver stuck in traffic, miss estimatedDeliveryTime by 15+ min	Customer	Yes	Yes	No			x	Delivery Service	Yes
DriverMissedPickup	Driver delay for pickup at store location by 10+ min	Restaurant	Yes	No	No			x	Delivery Service	Yes
DriverFailure	Driver mechanical failure	DSP	Yes	Yes	No			x	Delivery Service	Yes
IncompatibleDeliveryMode	Vehicle type not compatible with the order needing delivery (e.g. bike comes for a large catering order)	DSP	Yes	No	No			x	Delivery Service	Yes
CustomerOtherReason	Reasons not covered by the other listed items	Customer	Yes or No	Yes or No	Yes or No				This will be handled on a case-by-case basis	Yes
VendorOtherReason	Reasons not covered by the other listed items	Restaurant	Yes or No	Yes or No	Yes or No				This will be handled on a case-by-case basis	Yes
DspOtherReason	Reasons not covered by the other listed items	DSP	Yes or No	Yes or No	Yes or No				This will be handled on a case-by-case basis	Yes

	I agree to the terms and conditions of the Denny’s Operator Agreement on behalf of all restaurant numbers listed in this document

Restaurant Unit Numbers

Please list any of your additional units that **DO NOT** currently appear in the list above to add them to your Mobile & Online Ordering agreement (ex. new restaurant opened since this list was generated).

If a restaurant(s) appears on the list above that should **NOT** be on your list of participating units, please list it here to exclude the unit(s) from your agreement (ex. closing, transfer of ownership, etc).

EXHIBIT K
PERSONAL GUARANTY

PERSONAL GUARANTY

The undersigned Guarantor hereby unconditionally guaranties the full payment and performance of, and expressly agrees to adopt and be bound by, each and all the terms, covenants and conditions of that certain Franchise Agreement dated (Agreement) between DFO, LLC (Company) and (original Franchisee). Guarantor further agrees as follows:

1. This guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of original Franchisee, or any other guarantor or obligor, or by any disaffirmance or abandonment by a trustee of any of them.

2. This covenant and agreement on the part of the undersigned shall continue in favor of the Company notwithstanding any extension, modification, or alteration of the Agreement or any promissory note (Note) entered into by and between the parties thereto, or their successors or assigns, and no extension, modification, alteration or assignment of the Agreement shall in any manner release or discharge the undersigned, and the undersigned does hereby consent thereto.

3. The liability of Guarantor under this guaranty shall be primary, and in any right of action which shall accrue to the Company under the Agreement or Note, the Company may, at its option, proceed against Guarantor without having commenced any action or having obtained any judgment against any other person liable to Company with respect to the Agreement.

4. Guarantor shall pay Company's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guarantied or enforcing this guaranty against Guarantor, individually and jointly.

5. Guarantor hereby waives notice of any demand by the Company as well as any notice of default in the payment of rent or any other amounts contained or reserved in the Agreement or Note.

6. Guarantor acknowledges that he may receive confidential information from the Company in the form of formulae, recipes, processes, products, techniques, know-how and other proprietary information (collectively referred to as the "Confidential Information"). Guarantor acknowledges and agrees that at all times and in all respects, the Confidential Information is a trade secret of the Company. Further, Guarantor agrees:

a. to maintain fully and strictly the secrecy of all the Confidential Information and to exercise the highest degree of diligence in safeguarding the Confidential Information during and after the term of this guaranty.

b. that the ownership of all of Denny's intellectual property and the Confidential Information is and shall remain vested solely in the Company.

7. Guarantor agrees that he shall neither directly nor indirectly own, operate, control or have any financial interest in any coffee shop or family style restaurant business or any other business which would be in competition with the business of the Restaurant subject to the Franchise Agreement, the Company, or any subsidiary, franchisee or affiliate thereof, without the prior written consent of the Company. This applies to businesses wherever located which are of the same type as Denny's, as reasonably determined by Company, not just businesses which actually compete with the Restaurant or any specific Denny's. In addition, Guarantor covenants that, except as otherwise approved in writing by the Company, Guarantor shall not, for a continuous, uninterrupted period commencing upon the expiration or termination of this guaranty regardless of the cause for termination, and continuing for two (2) years thereafter, either directly or indirectly, for himself, or through or on behalf of, or in conjunction with any person, partnership or corporation, own, operate, control, or have any financial interest in any coffee shop or family style restaurant business which is substantially similar to the franchised business and which is located within a radius of fifteen (15) miles of the location of the Restaurant. The foregoing shall not apply to operation of

a Denny's restaurant by Guarantor pursuant to a franchise agreement with the Company or ownership by Guarantor of less than five percent (5%) of the issued or outstanding stock of any company whose shares are listed for trading on any public exchange or on the over-the-counter market; provided that Guarantor does not control any such company.

This non-compete provision applies to Guarantor, and his/her spouse, as well as to children of Guarantor if such child: (a) owns any portion of Franchisee or the Restaurant; (b) works in the Restaurant or is employed by Franchisee; or (c) has access to any Confidential Information.

The use of the singular herein shall include the plural. The obligations of two or more parties shall be joint and several. The terms and provisions of this guaranty shall bind and inure to the benefit of the respective successors and assigns of the parties herein named.

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. The parties agree that any action brought by either party against the other in any court, whether federal or state, will be brought within the State of South Carolina.

IN WITNESS WHEREOF, Guarantor executed this guaranty on

By: Name:	
By: Name:	By: Name:
By: Name:	By: Name:
By: Name:	

EXHIBIT L

TABLE OF CONTENTS OF THE BRAND STANDARDS / HACCP MANUAL

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EXHIBIT M

LIST OF FRANCHISEES

Unit #	Street	City	State / Province	Franchisee	Franchise Corporation	Phone
9002	3950 DEBARR ROAD	ANCHORAGE	AK	Ajay K Keshap	Aanchorage, LLC	818-904-5660
8546	5931 ALABAMA HIGHWAY #157	CULLMAN	AL	Pravesh Chopra	RJC, LLC	925-556-2315
9311	2190 ROSS CLARK CIRCLE	DOTHAN	AL	Pravesh Chopra	RJC, LLC	925-556-2315
8916	900 16TH ST. S. COMMONS ON GREEN	BIRMINGHAM	AL	Sodexo Operations	Sodexo Operations, LLC	(301) 987-4924
8932	4705 Holmes Ave NW	Huntsville	AL	Sodexo Operations	Sodexo Operations, LLC	(510) 925-2771
7736	4861 W SUNSET AVE	SPRINGDALE	AR	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9212	5910 ROGERS AVE	FORT SMITH	AR	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9239	43 BRADLEY COVE RD	RUSSELLVILLE	AR	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9243	2209 SE WALTON BLVD	BENTONVILLE	AR	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9260	5104 N STATE LINE	TEXARKANA	AR	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9534	900 Crain Drive	Conway	AR	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9618	23236 Interstate 30	Bryant	AR	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6372	4120 N 51ST AVE	PHOENIX	AZ	David Beshay	Feast American Diners, LLC	(951) 239-3480
6612	3205 E BELL RD	PHOENIX	AZ	David Beshay	Feast American Diners, LLC	(951) 239-3480
6750	1851 E FLORENCE BLVD	CASA GRANDE	AZ	David Beshay	Feast American Diners, LLC	(951) 239-3480
8048	2875 W HIGHWAY 70	THATCHER	AZ	David Beshay	Feast American Diners, LLC	(951) 239-3480
8579	16189 S SUNSHINE BLVD	ELOY	AZ	David Beshay	Feast American Diners, LLC	(951) 239-3480

9367	1535 East South Street	Globe	AZ	David Beshay	Feast Restaurants, LLC	(951) 239-3480
9370	9220 S. Houghton Road	Tucson	AZ	David Beshay	Feast Restaurants, LLC	(951) 239-3480
8550	2801 NO. BLACK CANYON	PHOENIX	AZ	Emad Masaih	Dine Plus 1, LLC	602-334-5478
8551	9030 N. BLACK CANYON HIGHWAY	PHOENIX	AZ	Emad Masaih	Dine Plus, LLC	602-334-5478
8896	10623 E. MAIN ST.	APACHE JUNCTION	AZ	Emad Masaih	Dine Plus 2, LLC	602-334-5478
9228	21195 North John Wayne Parkway	Maricopa	AZ	Emad Masaih	Dine Plus 1, LLC	602-334-5478
9290	14799 WEST GRAND AVE	SURPRISE	AZ	Emad Masaih	Dine Plus 1, LLC	602-334-5478
9319	16487 W Bell Rd #109	SURPRISE	AZ	Emad Masaih	Dine Plus, LLC	602-334-5478
9505	11255 East South Frontage Rd	Yuma	AZ	Emad Masaih	Dine Plus Yuma, LLC	602-334-5478
9506	1541 N. Main St	San Luis	AZ	Emad Masaih	Dine Plus Yuma, LLC	602-334-5478
9610	683 NORTH GRAND AVE	NOGALES	AZ	Emad Masaih	Dine Plus Tucson, LLC	602-334-5478
9611	2397 E. FRY BLVD	SIERRA VISTA	AZ	Emad Masaih	Dine Plus Tucson, LLC	602-334-5478
9633	4248 S. Signal Butte Road	Mesa	AZ	Emad Masaih	Dine Plus East, LLC	602-334-5478
9634	4977 S Arizona Ave	Chandler	AZ	Emad Masaih	Dine Plus 1, LLC	602-334-5478
6357	8737 NW GRAND AVE	PEORIA	AZ	Kevin Killham	C&K Arizona Enterprises, LLC	623-492-0077
6534	7925 E HWY 69	PRESCOTT VALLEY	AZ	Kevin Killham	CSK Prescott Enterprises LLC	623-492-0077

6614	2630 E VALENCIA RD	TUCSON	AZ	Kevin Killham	C&K Tucson Enterprises, LLC	623-492-0077
6716	4920 W INA RD	TUCSON	AZ	Kevin Killham	C&K Tucson Enterprises, LLC	623-492-0077
6932	825 N OCOTILLO RD	BENSON	AZ	Kevin Killham	C&K Arizona Enterprises, LLC	623-492-0077
6942	2525 W DEER VALLEY RD	PHOENIX	AZ	Kevin Killham	C&K Arizona Enterprises, LLC	623-492-0077
7118	1010 N TEGNER ST	WICKENBURG	AZ	Kevin Killham	C&K Arizona Enterprises, LLC	623-492-0077
7249	1510 W VALENCIA RD	TUCSON	AZ	Kevin Killham	C&K Tucson Enterprises, LLC	623-492-0077
6760	7400 W CHANDLER BLVD	CHANDLER	AZ	Rahul Haria	SIRH, LLC	480-313-4909
7216	1750 W CHANDLER BLVD	CHANDLER	AZ	Rahul Haria	SIRH, LLC	480-313-4909
7493	1661 E WARNER RD	GILBERT	AZ	Rahul Haria	SIRH, LLC	480-313-4909
8552	1343 W. BROADWAY	TEMPE	AZ	Rahul Haria	RTH Enterprises, LLC	480-313-4909
8553	4403 S. RURAL RD.	TEMPE	AZ	Rahul Haria	RTH Enterprises, LLC	480-313-4909
8554	1210 E. MAIN	MESA	AZ	Rahul Haria	RTH Enterprises, LLC	480-313-4909
9635	11107 N Oracle Road	Oro Valley	AZ	Rahul Haria	RTH Enterprises, LLC	480-313-4909
9636	4865 N. Dysart Rd	Litchfield Park	AZ	Rahul Haria	CDR Management, LLC	480-313-4909
6545	1630 W ARIZONA HIGHWAY 260	CAMP VERDE	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6624	4471 WHITE MOUNTAIN RD	SHOW LOW	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6688	312 S BEELINE HWY	PAYSON	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6742	18875 SOUTH I-19 FRONTAGE RD.	GREEN VALLEY	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6755	2211 STATE ROUTE 89A	COTTONWOOD	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402

6769	17053 E SHEA BLVD	FOUNTAIN HILLS	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6869	669 SCENIC VIEW RD	PAGE	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6913	555 N FREEWAY	TUCSON	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6914	6484 E BROADWAY BLVD.	TUCSON	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6915	5000 ORACLE RD	TUCSON	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7971	3255 E. ANDY DEVINE AVE	KINGMAN	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7974	1230 GAIL GARDNER WAY	PRESCOTT	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7975	2122 S. MILTON ROAD	FLAGSTAFF	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8000	9856 W. CAMELBACK RD.	GLENDALE	AZ	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
8574	6700 WEST LATHAM STREET	PHOENIX	AZ	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
8589	400 TRANSCON LANE	WINSLOW	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8644	3300 E ANDY DEVINE AVE	KINGMAN	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8688	441 S. WATSON RD	BUCKEYE	AZ	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
8695	2 LEGACY LANE	TUBA CITY	AZ	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7355	392 W HWY 264	SAINT MICHAELS	AZ	Romero Brown	Dine' Bi Ghan Development, Inc.	(928) 871-4337
8503	INDIAN ROUTE 7	CHINLE	AZ	Romero Brown	Dine' Bi Ghan Development, Inc.	(928) 871-4337
6356	4303 W PEORIA AVE	GLENDALE	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
6556	1401 N 75TH AVE	PHOENIX	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
6619	8131 W BELL RD	PEORIA	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530

6644	1994 W BASELINE RD.	TEMPE	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
6648	1330 S POWER RD	MESA	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
6758	1218 N LITCHFIELD RD	GOODYEAR	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
9583	5002 North Seventh St	Phoenix	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
9584	3315 North Scotts-dale Rd	Scottsdale	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
9585	3456 West Bethany Home Rd	Phoenix	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
9587	1150 South Country Club	Mesa	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
9628	9960 W Lower Buck-eye Rd	Tolleson	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
9656	5975 W Baseline Rd	Laveen	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
9660	16970 West Yuma Road	Goodyear	AZ	Steve Stine	Stine Investments, LLC	(602) 843-0530
7085	1620 MCCULLOCH BLVD N.	LAKE HAVASU CITY	AZ	Suprio Banerjee	Indomex Dining, LLC	661-964-6039
8167	1762 HIGHWAY 95	BULLHEAD CITY	AZ	Suprio Banerjee	Indomex Dining, LLC	661-964-6039
8921	UNIVERSITY OF ARIZONA STUDENT UNION BLDG.	TUCSON	AZ	University Of Arizona (contracts) Millay	University of Arizona	520-465-7879
7445	731 W SAN MARCOS BLVD	SAN MARCOS	CA	Abdo B Mouannes	BCNM, Inc.	858-254-1458
7593	1695 E LINCOLN AVE	ORANGE	CA	Abdul Aziz Sadruddin	ASAS Group, Inc.	(714) 974-2323
6977	15553 VALLEY BLVD	LA PUENTE	CA	Ahmed Siddiqui	Ahmedali, a General Partnership	951-712-7040

7581	3012 W TEMPLE AVE	POMONA	CA	Ahmed Siddiqui	Akash, G.P.	951-712-7040
7585	1375 S HARBOR BLVD	FULLERTON	CA	Ajay Beri	Brea Diners, Group, LLC	714-863-8900
6773	2511 N VENTURA RD	PORT HUENEME	CA	Ajay K Keshap	ASAF Foods Corporation	818-904-5660
6863	72244 VARNER RD	THOUSAND PALMS	CA	Ajay K Keshap	Apalmsprings, LLC	818-904-5660
7587	1201 N PALM CANYON DR	PALM SPRINGS	CA	Ajay K Keshap	Apalmsprings, LLC	818-904-5660
7589	82120 HWY 111	INDIO	CA	Ajay K Keshap	Apalmsprings, LLC	818-904-5660
7590	69050 HWY 111	CATHEDRAL CITY	CA	Ajay K Keshap	Apalmsprings, LLC	818-904-5660
9329	4095 Telegraph Road	Ventura	CA	Ajay K Keshap	ASAF Foods Corporation	818-904-5660
9376	67950 Vista Chino	Cathedral City	CA	Ajay K Keshap	Acatcity, LLC	818-904-5660
9377	42455 Washington Street	Palm Desert	CA	Ajay K Keshap	Apalmdesert, LLC	818-904-5660
6403	110 W COLE RD	CALEXICO	CA	Alejandro Campillo	Campillo Food Services, Inc.	619-281-4777
6023	1225 5TH ST	CRESCENT CITY	CA	Allen Cobb	One Rosewater, Inc.	707-951-7757
6774	1255 N OXNARD	OXNARD	CA	Amir Kazemzadeh	JDON2X Family 1, Inc.	(818) 314-3007
6994	16205 BROOKHURST ST	FOUNTAIN VALLEY	CA	Amir Kazemzadeh	Amir Family, Inc.	(818) 314-3007
7438	16575 SHERMAN WAY	VAN NUYS	CA	Amir Kazemzadeh	Haleh Family, Inc.	(818) 314-3007
7747	3614 STATE ST	SANTA BARBARA	CA	Amir Kazemzadeh	Tanya Family, Inc.	(818) 314-3007
8180	22027 BURBANK BLVD.	WOODLAND HILLS	CA	Amir Kazemzadeh	Amiluc Family, Inc.	(818) 314-3007
6775	681 NEWCASTLE RD	NEWCASTLE	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
6881	4747 PACIFIC AVE.	STOCKTON	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393

7237	1055 C ST	GALT	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
7376	48 ANTELOPE BLVD	RED BLUFF	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8021	630 TENTH ST.	MARYSVILLE	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8022	110 MCHENRY ST.	MODESTO	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8023	122 SUNRISE AVE.	ROSEVILLE	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8024	2052 W. ORANGEBURG ST.	MODESTO	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8025	1568 E. MAIN ST.	WOODLAND	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8026	7900 COLLEGE TOWN DR.	SACRAMENTO	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8028	3520 AUBURN BLVD.	SACRAMENTO	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8031	2670 W. MARCH LANE	STOCKTON	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8034	1525 MCHENRY AVE.	MODESTO	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8036	1322 HOWE AVE.	SACRAMENTO	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
8042	15237 THORNTON ROAD	LODI	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8536	2608 HILLTOP DR.	REDDING	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8537	612 CONTRA COSTA BLVD.	PLEASANT HILL	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8538	2920 S. NORFOLK	SAN MATEO	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8539	1255 DE LA TORRE	SALINAS	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393

8540	1515 OCEAN ST.	SANTA CRUZ	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8541	2137 NORTH FREMONT ST.	MONTEREY	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8542	675 MANZANITA COURT	CHICO	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8543	110 RESERVATION ROAD	MARINA	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8544	875 COCHRANE RD.	MORGAN HILL	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8641	2120 SOUTH AVENUE	CORNING	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8738	4441 E COMMERCE WAY	SACRAMENTO	CA	Anil Yadav	West Coast Diner Management, Inc.	510-792-3393
8753	300 BERCUT DRIVE	SACRAMENTO	CA	Anil Yadav	Central Valley Diner, Inc.	510-792-3393
7081	2675 W FLORIDA AVE	HEMET	CA	Ashraf (Ashley) Navran	Rednab, Inc.	800-915-7650
7284	110 W REDLANDS BLVD	REDLANDS	CA	Ashraf (Ashley) Navran	Delani, Inc.	800-915-7650
9312	2442 Highland Avenue	Highland	CA	Ashraf (Ashley) Navran	Dylkia, Inc.	800-915-7650
9509	18451 Van Buren Blvd.	Riverside	CA	Ashraf (Ashley) Navran	18451 Van Buren, Inc.	800-915-7650
8103	1184 CALIMESA BLVD	CALIMESA	CA	Badri Abtahi-Yates	Abtahi Group	909-795-6765
8505	27585 BERNARD DRIVE	KETTLEMAN CITY	CA	Bahnam Shiralian	Chase Food Services, Inc.	559-307-1620
7295	529 AVENIDA PICO	SAN CLEMENTE	CA	Balraj Chopra	QLC, LLC	888-502-7720
6227	2691 NAVAJO RD	EL CAJON	CA	Benjamin E Bagnas	Bagnas, Benjamin E & Tina R.	619-916-6223

6220	8601 S BELLANCA AVE	LOS ANGELES	CA	Camille Schulz	Camille's, Inc.	866-712-0864
6231	530 RAMIREZ ST	LOS ANGELES	CA	Camille Schulz	Camille's, Inc.	866-712-0864
6514	1010 W ALAMEDA AVE	BURBANK	CA	Camille Schulz	Burbank-Denn, Inc.	866-712-0864
7448	210 S EUCLID ST	ANAHEIM	CA	Camille Schulz	Anaheim Denn, Inc.	866-712-0864
7708	2860 N BELLFLOWER BLVD	LONG BEACH	CA	Camille Schulz	Long Beach Denn, Inc.	866-712-0864
7802	2525 NORTH HOLLYWOOD WAY	BURBANK	CA	Camille Schulz	Camille's, Inc.	866-712-0864
6392	665 N MOLLISON AVE	EL CAJON	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
6876	713 SOUTH MAIN ST	FALLBROOK	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
7096	13584 CAMINO CANADA	LAKESIDE	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
7287	140 TOWN CENTER PKWY	SANTEE	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
7375	2642 JAMACHA RD	EL CAJON	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
7780	4280 CLAIREMONT MESA BLVD	SAN DIEGO	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
8743	7676 FRIARS RD.	SAN DIEGO	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
8745	130 E CALLE PRIMERO	SAN YSIDRO	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
8885	2110 BIRCH RD.	CHULA VISTA	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
8894	36490 Winchester Road	Murrieta	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
9501	1065 Camino Del Rio S	San Diego	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
9502	6970 Alvarado Rd	San Diego	CA	David Beshay	DMSD Restaurants, Inc.	(951) 239-3480
8073	141 ABBY ST.	FRESNO	CA	Dev Sagar	Devika, Inc.	510-490-9717

8074	801 SIERRA	KINGSBURG	CA	Dev Sagar	Sagar Family Corporation	510-490-9717
8075	1491 WEST PACHECO	LOS BANOS	CA	Dev Sagar	Sagar Diner, Inc.	510-490-9717
8173	1121 N. PARKWAY DR.	FRESNO	CA	Dev Sagar	DSDS, Inc.	510-490-9717
8517	536 ACADEMY AVE	SANGER	CA	Dev Sagar	Sagar Diner, Inc.	510-490-9717
8721	1110 EAST SHAW ST.	FRESNO	CA	Dev Sagar	Sagar Diner, Inc.	510-490-9717
8791	12820 ST. HWY 33	GUSTINE	CA	Dev Sagar	Devika, Inc.	510-490-9717
8794	333 S. ABBOTT	MILPITAS	CA	Dev Sagar	Sagar Diner, Inc.	510-490-9717
8806	40650 HWY 41	OAKHURST	CA	Dev Sagar	Sagar Diner, Inc.	510-490-9717
8882	160 N 10TH STREET	FOWLER	CA	Dev Sagar	Devika, Inc.	510-490-9717
9629	14235 W Whitesbridge Road	Kerman	CA	Dev Sagar	Sagar Family Corporation	510-490-9717
9674	2201 S Bascom Avenue	Campbell	CA	Dev Sagar	Sagar Family Corporation	510-490-9717
6059	16907 S PIONEER BLVD	ARTESIA	CA	Dipen Faldu	OM Foods Pioneer, Inc.	714-393-3222
6418	22611 OAK CREST CIRCLE	YORBA LINDA	CA	Dipen Faldu	OM Foods, Inc.	714-393-3222
9381	11377 Burbank Blvd	N. Hollywood	CA	Dipen Faldu	OM Foods Hollywood, Inc.	714-393-3222
9515	17568 Yorba Linda Blvd	Yorba Linda	CA	Dipen Faldu	OM Foods Yorba Linda, Inc.	714-393-3222
6377	1168 W KATELLA AVE	ANAHEIM	CA	Eric Chung	Decca Enterprise, Inc.	714-817-9480
7189	701 E KETTLEMAN LANE	LODI	CA	Faramarz Mashhour-Azad	Vision F.S., Inc.	916-726-1294
7377	5120 INTERSTATE AVE	SACRAMENTO	CA	Faramarz Mashhour-Azad	Vision F.S., Inc.	916-726-1294

7378	2474 SUNRISE BLVD	RANCHO CORDOVA	CA	Faramarz Mashhour-Azad	Vision F.S., Inc.	916-726-1294
6826	5142 TRIGGS ST	CITY OF COMMERCE	CA	Farooq Ghias	Denshan, Inc.	818-364-5635
7097	13201 GLADSTONE AVE	SYLMAR	CA	Farooq Ghias	Denshan, Inc.	818-364-5635
7618	31724 CASTAIC RD	CASTAIC	CA	Farooq Ghias	Denshan, Inc.	818-364-5635
7734	27541 WAYNE MILLS PLACE	VALENCIA	CA	Farooq Ghias	DenSaif, Inc.	818-364-5635
7847	1041 TRUMAN STREET	SAN FERNANDO	CA	Farooq Ghias	DenShaz, Inc.	818-364-5635
7899	16401 DELONE ST.	SANTA CLARITA	CA	Farooq Ghias	DENTAS, Inc.	818-364-5635
7900	18932 W. SOLEDAD CANYON RD	CANYON COUNTRY	CA	Farooq Ghias	DENTAS, Inc.	818-364-5635
7968	25341 CHIQUELLA DR.	STEVENSON RANCH	CA	Farooq Ghias	DenShaz, Inc.	818-364-5635
8151	5520 SOUTH STREET	LAKEWOOD	CA	Farooq Ghias	DENJAS, Inc.	818-364-5635
8686	8500 VAN NUYS BLVD.	PANORAMA CITY	CA	Farooq Ghias	DenShaz, Inc.	818-364-5635
8690	11605 CARSON ST.	LAKEWOOD	CA	Farooq Ghias	DENTAS, Inc.	818-364-5635
8887	327 S. PALM AVE	SANTA PAULA	CA	Farooq Ghias	Denshan, Inc.	818-364-5635
9395	12861 Encinitas Ave	Sylmar	CA	Farooq Ghias	DenSaif, Inc.	818-364-5635
9399	15540 Roscoe Blvd	Van Nuys	CA	Farooq Ghias	DENTAS, Inc.	818-364-5635
9613	2627 East Colorado Blvd	Pasadena	CA	Farooq Ghias	Denshan, Inc.	818-364-5635
9637	6040 York Blvd.	Highland Park	CA	Farooq Ghias	DenShaz, Inc.	818-364-5635
9681	1021 San Gabriel Blvd	Rosemead	CA	Farooq Ghias	DenSaif, Inc.	818-364-5635

6370	13201 HAWTHORNE BLVD	HAWTHORNE	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
6652	1571 EL CAMINO REAL	TUSTIN	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
6903	5900 ATLANTIC BLVD	MAYWOOD	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
6986	1060 HUNTINGTON DR	DUARTE	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
7174	34242 DEL OBISPO	DANA POINT	CA	Garren Grieve	Original Coast Hospitality	949-689-2450
7253	369 W MAIN ST	ALHAMBRA	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
7328	1060 TIVERTON AVE	WESTWOOD	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
7388	1140 HILLSDALE AVE	SAN JOSE	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
7425	11195 LONG BEACH BLVD	LYNWOOD	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
7435	3060 SEPULVEDA BLVD.	TORRANCE	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
8508	1425 S. NOGALES	ROWLAND HEIGHTS	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9519	2401 Lanai Ave	San Jose	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9520	1776 Powell St	Emeryville	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9523	8425 San Ysidro Ave	Gilroy	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9524	5280 Mowry Ave	Fremont	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9525	2006 SOMERSVILLE RD	ANTIOCH	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9526	2484 BERRYESSA RD	SAN JOSE	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9527	1015 BLOSSOM HILL RD	SAN JOSE	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450

9528	2005 NORTH MAIN ST	SALINAS	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9529	30163 INDUSTRIAL PKWY SW	HAYWARD	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9530	1390 SOUTH FIRST ST	SAN JOSE	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9531	1001 EAST CAPITOL EXPY	SAN JOSE	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9532	300 FREMONT ST	MONTEREY	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9533	4823 Lone Tree Way	Antioch	CA	Garren Grieve	Seaside Dining Group, Inc.	949-689-2450
9621	25010 Hesperian Blvd	Hayward	CA	Garren Grieve	Humble Food Group, LLC	949-689-2450
9622	3020 W Jack London Blvd	Livermore	CA	Garren Grieve	Legacy Diners, LLC	949-689-2450
9630	7400 Brentwood Blvd.	Brentwood	CA	Garren Grieve	Farmhouse Foods, LLC	949-689-2450
9642	5331 Hopyard Road	Pleasanton	CA	Garren Grieve	Farmhouse Foods, LLC	949-689-2450
6217	1128 W 13TH ST	MERCED	CA	George Pacheco Jr	Pacheco Restaurants, Inc.	209-722-2549
7656	108 E ORANGETHORPE AVE	PLACENTIA	CA	George T (Tim) Crank-shaw	Crangraff Foods, LLC	(949) 812-2564
6620	3950 WATERLOO RD	STOCKTON	CA	Gulinder S Gill	Elk Laguna, Inc.	916-690-8626
6766	8707 ELK GROVE BLVD	ELK GROVE	CA	Gulinder S Gill	Elk Laguna, Inc.	916-690-8626
7379	7401 ELSIE AVE.	SACRAMENTO	CA	Gulinder S Gill	Gill & Grewal, Inc.	916-690-8626
6686	5033 S HWY 99 E FRONTAGE RD	STOCKTON	CA	Gurpreet S Arora	Guru Foods, Inc.	209-598-4878
6763	1555 EAST F ST	OAKDALE	CA	Gurpreet S Arora	Guru Foods, Inc.	209-598-4878
6886	16851 HARLAN RD	LATHROP	CA	Gurpreet S Arora	Guru Foods, Inc.	209-598-4878

7279	15001 ROGERS RD	PATTERSON	CA	Gurpreet S Arora	Guru Foods, Inc.	209-598-4878
7661	3446 COACH LANE	CAMERON PARK	CA	Gurpreet S Arora	Guru Foods, Inc.	209-598-4878
8763	JOE'S TRUCK PLAZA 4415 HOWARD R	WESTLEY	CA	Gurpreet S Arora	Guru Foods, Inc.	209-598-4878
9279	1135 S. MAIN ST.	MANTECA	CA	Gurpreet S Arora	Guru Foods, Inc.	209-598-4878
6702	825 W FOOTHILL BLVD	UPLAND	CA	Hai Zaidul	DB Foods, LLC	(626) 422-9255
7347	2005 E KATELLA AVE	ANAHEIM	CA	Hamid Faraji	Legend Associates, Inc.	909-981-3345
7142	17018 DEVONSHIRE ST	NORTHRIDGE	CA	Hamid Jahannema	HRD Restaurant, Inc.	(818) 363-9400
6871	702 E HIGHLAND AVE	SAN BERNARDINO	CA	Hamid Navran	Rednab, Inc.	(800) 915-7650
7239	2955 VAN BUREN BLVD	RIVERSIDE	CA	Hamid Navran	Rednap, Inc.	(800) 915-7650
7989	1180 ALABAMA ST.	REDLANDS	CA	Hamid Navran	ANAB, Inc.	(800) 915-7650
7990	160 WEST VALLEY BLVD.	COLTON	CA	Hamid Navran	ANAB, Inc.	(800) 915-7650
7992	1190 S. MT. VERNON	COLTON	CA	Hamid Navran	ANAB, Inc.	(800) 915-7650
8163	1290 NORTH STATE ST	SAN JACINTO	CA	Hamid Navran	Denway, Inc.	(800) 915-7650
7594	2314 E 17TH ST	SANTA ANA	CA	Holly Agassi	Calden Food Services, Inc.	(949) 677-7464
8076	9804 E. FLAIR DRIVE	EL MONTE	CA	Jamal M Obeid	JARAD Enterprises, Inc.	(626) 443-4590
6371	104 CHINA LAKE BLVD	RIDGECREST	CA	Jamal Obeid	Jamal Obeid Corporation	949-328-9367
6865	3750 WILSHIRE BLVD	LOS ANGELES	CA	James C Rho	E. J. Restaurants, Inc.	213-384-1621
7777	37050 47TH ST E	PALMDALE	CA	James C Rho	JRK & Associates, Inc.	213-384-1621
8097	14301 S INGLEWOOD Ave	HAWTHORNE	CA	James C Rho	JC Hawthorne, Inc.	213-384-1621

7062	1635 GLENDALE AVE.	HANFORD	CA	Jeffrey Rowland	HYE Quality Foods, Inc.	559-897-7516
7658	200 S AKERS ST	VISALIA	CA	Jeffrey Rowland	Alexandra Foods, Inc.	559-897-7516
8643	1151 HERNDON AVE	CLOVIS	CA	Jeffrey Rowland	I Am On My Way, Inc.	559-897-7516
8012	2830 CAMINO DEL RIOS	NEWBURY PARK	CA	Kalpinder Brar	KNJ Restaurants, Inc.	(559) 554-4717
8723	9001 TAMPA AVE.	NORTHRIDGE	CA	Kalpinder Brar	KNJ Restaurants, Inc.	(559) 554-4717
9391	5197 E Los Angeles Avenue	Simi Valley	CA	Kalpinder Brar	M&A Restaurants Corp	(559) 554-4717
9396	1659 East Daily Dr.	Camarillo	CA	Kalpinder Brar	M&A Restaurants Corp	(559) 554-4717
7568	1833 W 6TH ST	CORONA	CA	Keeho Kim	Corona 7568, Inc.	760-953-6992
6770	11899 FOOTHILLS BLVD	RANCHO CUCAMONGA	CA	Khaled Obeid	Obeid Brothers, Inc.	661-274-7682
7180	1257 RANCHO VISTA BLVD	PALMDALE	CA	Khaled Obeid	Khaled Obeid Corporation	661-274-7682
7679	715 N MILLIKEN AVE	ONTARIO	CA	Khaled Obeid	Miro Den, Inc.	661-274-7682
7709	13479 BASELINE AVE	FONTANA	CA	Khaled Obeid	Mabelle Den, Inc.	661-274-7682
7840	14240 US HIGHWAY 395	ADELANTO	CA	Khaled Obeid	Den 7840, Inc.	661-274-7682
7351	6305 JOSHUA PALMER WAY	BANNING	CA	Khalid S Hashmi	Seraj & Khalid, Inc.	818-800-7447
7500	18477 BEACH BLVD	HUNTINGTON BEACH	CA	Lael Bland	B & K Restaurants, LLC	310-614-9188
8047	20242 HWY 18	APPLE VALLEY	CA	Lutfi M Ismail	Lutfi Enterprise, Inc.	760-946-1548
7720	15459 FAIRFIELD RANCH RD	CHINO HILLS	CA	Maher Ismail Manasrah	Aliya Food Service, Inc.	(951) 547-3650
8170	18989 BEAR VALLEY ROAD	APPLE VALLEY	CA	Maher Ismail Manasrah	Manasrah Investment, Inc.	(951) 547-3650

6209	3120 N BLACKSTONE AVE	FRESNO	CA	Marc McMahan	Landon Investments Co., Inc.	559-224-2996
6210	2568 S EAST AVE	FRESNO	CA	Marc McMahan	Landon Investments Co., Inc.	559-224-2996
7815	1746 W. SHAW AVE	FRESNO	CA	Marc McMahan	Landon Investments Co., Inc.	559-224-2996
6302	3170 HARBOR BLVD	COSTA MESA	CA	Medhat Bechay	MB Mesa Restaurants, Inc.	(714) 329-6460
6715	1501 W 17TH ST	SANTA ANA	CA	Medhat Bechay	TIB Santa Ana Restaurants, Inc.	(714) 329-6460
7214	5811 E FIRESTONE BLVD	SOUTH GATE	CA	Medhat Bechay	TIB Enterprises, Inc.	(714) 329-6460
7718	2080 S HARBOR BLVD	ANAHEIM	CA	Medhat Bechay	Nustar Restaurants, Inc.	(714) 329-6460
7794	2920 E NUTWOOD AVE	FULLERTON	CA	Medhat Bechay	Denwest Restaurants, Inc.	(714) 329-6460
7985	13302 HARBOR BLVD.	GARDEN GROVE	CA	Medhat Bechay	MB Garden Restaurants, Inc.	(714) 329-6460
8160	12924 BEACH BLVD.	STANTON	CA	Medhat Bechay	MB Mission Restaurants, Inc.	(714) 329-6460
8500	2530 S BRISTOL STREET	SANTA ANA	CA	Medhat Bechay	MB Santa Ana Restaurants, Inc.	(714) 329-6460
9600	7 East Huntington Dr	Arcadia	CA	Medhat Bechay	MB Arcadia Restaurants, Inc.	(714) 329-6460
6513	2634 E CARSON ST	LAKEWOOD	CA	Mizanur Ahmed	Lakewood Foods Enterprise, Inc.	(562) 477-8659
8065	5570 PACIFIC COAST HIGHWAY	LONG BEACH	CA	Mizanur Ahmed	New Gen Food, Inc	(562) 477-8659
6789	7600 RESEDA BLVD	RESEDA	CA	Mohammad Ali Ta-brizizadeh	Bahar USA, Inc.	(818) 414-4650
6854	645 N AZUSA	WEST COVINA	CA	Mohammad Ali Ta-brizizadeh	Brizi Family, Inc.	(818) 414-4650
7806	132 N. GRAND AVE	WEST COVINA	CA	Mohammad Ali Ta-brizizadeh	Tabrizi Family, Inc.	(818) 414-4650

8066	1019 EAST MAIN ST.	SANTA MARIA	CA	Mohammad Ali Tabrizizadeh	Amita Restaurant, Inc.	(818) 414-4650
8067	1129 BROADWAY	KING CITY	CA	Mohammad Ali Tabrizizadeh	Amita Restaurant, Inc.	(818) 414-4650
8068	1310 24TH ST.	PASO ROBLES	CA	Mohammad Ali Tabrizizadeh	Amita Restaurant, Inc.	(818) 414-4650
8069	611 FIVE CITIES DR.	PISMO BEACH	CA	Mohammad Ali Tabrizizadeh	Amita Restaurant, Inc.	(818) 414-4650
8070	208 MADONNA RD.	SAN LUIS OBISPO	CA	Mohammad Ali Tabrizizadeh	Amita Restaurant, Inc.	(818) 414-4650
7680	4365 UNIVERSITY AVE	SAN DIEGO	CA	Mohammad Kabir	C & K Restaurants, Inc.	949-716-7596
7892	540 W VISTA WAY	VISTA	CA	Mohammad Kabir	PK Management Services, Inc.	949-716-7596
8039	2273 EL CAMINO REAL	OCEANSIDE	CA	Mohammad Kabir	K & K Restaurants, Inc.	949-716-7596
8174	510 W. MISSION AVE	ESCONDIDO	CA	Mohammad Kabir	K & K Two Restaurants, Inc.	949-716-7596
8175	9898 MIRA MESA BLVD.	SAN DIEGO	CA	Mohammad Kabir	K & K Three Restaurants, Inc.	949-716-7596
8176	28915 RANCHO CALIFORNIA ROAD	TEMECULA	CA	Mohammad Kabir	K & K Four Restaurants, Inc.	949-716-7596
9503	487 Harbor Dr	Oceanside	CA	Mohammad Kabir	K&K 1 Restaurants, Inc.	949-716-7596
9504	605 College Blvd	Oceanside	CA	Mohammad Kabir	K&K 5 Restaurants, Inc.	949-716-7596
6703	901 N MAIN ST	FORT BRAGG	CA	Mohammad Khan	The Fasiha Company	(707) 690-8242
6536	7268 E GAGE AVE	CITY OF COMMERCE	CA	Mohammed Haque	Commerce Denn, Inc.	562-366-6162
7211	601 N LONG BEACH BLVD	LONG BEACH	CA	Mohammed Haque	LB Denn, LLC	562-366-6162
7566	11700 WILMINGTON AVE	LOS ANGELES	CA	Mohammed Haque	Compton Denn, Inc.	562-366-6162

7715	2379 COMPTON AVE	CORONA	CA	Mohammed Haque	Corona Demm, Inc.	562-366-6162
8749	9312 ROSECRANS	BELLFLOWER	CA	Mohammed Haque	Cresco Food, Inc.	562-366-6162
9353	2555 El Segundo Blvd	El Segundo	CA	Mohammed Haque	Elsegundo Denn, Inc.	562-366-6162
9614	17230 LAKEWOOD BLVD	BELLFLOWER	CA	Mohammed Haque	Bellflower Denn, Inc.	562-366-6162
9669	10136 Rosecrans Avenue	Bellflower	CA	Mohammed Haque	LA Denn, Inc.	562-366-6162
6984	1991 LANDER AVE	TURLOCK	CA	Mohammed Hussain	American Meals, Inc.	209-639-3097
7098	1601 SYCAMORE AVE	ATWATER	CA	Mohammed Hussain	American Meals, Inc.	209-639-3097
7369	2763 HIGHLAND AVE	SELMA	CA	Mohammed Hussain	American Meals, Inc.	209-639-3097
7390	4324 SALIDA BLVD	SALIDA	CA	Mohammed Hussain	American Meals, Inc.	209-639-3097
7816	1507 HERNDON RD.	CERES	CA	Mohammed Hussain	American Meals, Inc.	209-639-3097
7934	642 WEST CHARTER WAY	STOCKTON	CA	Mohammed Hussain	Valley Foods, Inc.	209-639-3097
7935	3718 N TRACY BLVD.	TRACY	CA	Mohammed Hussain	Valley Foods, Inc.	209-639-3097
8565	1501 N JACK TONE ROAD	RIPON	CA	Mohammed Hussain	Ripon Restaurant Group	209-639-3097
8636	3064 H DE LA ROSA SR. STREET	SOLEDAD	CA	Mohammed Hussain	Ripon Restaurant Group	209-639-3097
8703	1701 E. MONTE VISTA AVE	VACAVILLE	CA	Mohammed Hussain	American Meals, Inc.	209-639-3097
6064	1014 N MAIN ST	BISHOP	CA	Moh'd kheir Alasmar	Alpetra, LLC	661-478-6842
6451	16262 SIERRA HWY	MOJAVE	CA	Moh'd kheir Alasmar	Alpetra, LLC	661-478-6842
7135	847 MAGELLAN ST	TEHACHAPI	CA	Moh'd kheir Alasmar	Jordan A.M.	661-478-6842
7354	2005 W AVE K	LANCASTER	CA	Moh'd kheir Alasmar	ALAMANAH, Inc.	661-478-6842

8019	4760 EAST CESAR E CHAVEZ AVENUE	LOS ANGELES	CA	Moysey Chernyavsky	Verax Restaurant Group, Inc.	562-806-1535
7746	99 FAIR LANE DR	PLACERVILLE	CA	Naresh Gupta	Placerville Food, Inc.	415 828-7008
7855	2203 VIA DE LA VALLE	DEL MAR	CA	Nasir Farooqi	Farooqi Food Management, Inc.	(205) 533-2620
7856	6908 MIRAMAR ROAD	SAN DIEGO	CA	Nasir Farooqi	Farooqi Food Management, Inc.	(205) 533-2620
7857	16686 BERNARDO CENTER DR.	SAN DIEGO	CA	Nasir Farooqi	Farooqi Food Management, Inc.	(205) 533-2620
7219	3715 EL CAMINO REAL	SANTA CLARA	CA	Nirpal S Dhaliwal	Nikvik Quality Foods, Inc.	408-655-9383
8527	10 AIRPORT BLVD	SOUTH SAN FRANCISCO	CA	Nirpal S Dhaliwal	RKJD Investment Group, Inc.	408-655-9383
8795	2526 SAN PABLO DAM ROAD	SAN PABLO	CA	Nirpal S Dhaliwal	RND Invested Group, Inc.	408-655-9383
8863	910 SARATOGA AVE	SAN JOSE	CA	Nirpal S Dhaliwal	DN Investment Group, Inc.	408-655-9383
9643	4986 Petaluma Blvd	Petaluma	CA	Nurul Choudhury	Petaluma Foods, Inc.	(626) 580-6281
7213	5525 N SEPULVEDA BLVD	SHERMAN OAKS	CA	Raghu Marwaha	DENNSO, LLC	(310) 902-1772
7212	3333 ATLANTIC AVE	LONG BEACH	CA	Rahul Haria	RTNH Enterprises, LLC	480-313-4909
6076	548 W ARROW HWY	SAN DIMAS	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
6488	4235 SPRING ST	LA MESA	CA	Rahul Marwah	New Caney, Inc.	562-777-2249
6606	5975 N PALM AVE	SAN BERNARDINO	CA	Rahul Marwah	Homeground No. 6606, Inc.	562-777-2249
6851	14244 VALLEY CENTER DR	VICTORVILLE	CA	Rahul Marwah	4R Enterprises, Inc.	562-777-2249
7042	8600 E WHITTIER BLVD	PICO RIVERA	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7043	11891 WHITTIER BLVD	WHITTIER	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249

7095	13165 MAIN ST	HESPERIA	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7156	1360 N HAMNER AVE	NORCO	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7306	1377 W FOOTHILL BLVD	RIALTO	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7383	8425 S PIONEER BLVD	WHITTIER	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7386	8710 ROSEDALE HWY	BAKERSFIELD	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7719	14390 COUNTY LINE RD	DELANO	CA	Rahul Marwah	4R Enterprises, Inc.	562-777-2249
7732	4440 GOSFORD RD	BAKERSFIELD	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7760	22717 AVE 18 1/2	MADERA	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7761	1262 W HENDERSON AVE	PORTERVILLE	CA	Rahul Marwah	Denco Enterprises, Inc.	562-777-2249
7820	360 MONTGOMERY AVE	PORTERVILLE	CA	Rahul Marwah	Homeground, Inc.	562-777-2249
7991	546 W. BASELINE RD.	GLENDORA	CA	Rahul Marwah	New Caney, Inc.	562-777-2249
9229	18620 S WESTERN AVE	GARDENA	CA	Rahul Marwah	New Caney, Inc.	562-777-2249
9548	30 East Herndon Ave	Fresno	CA	Rahul Marwah	New Caney, Inc.	562-777-2249
9549	710 West Shaw AVe	Clovis	CA	Rahul Marwah	New Caney, Inc.	562-777-2249
9550	795 East Prosperity Ave	Tulare	CA	Rahul Marwah	New Caney, Inc.	562-777-2249
9551	2332 South Mooney Blvd	Visalia	CA	Rahul Marwah	New Caney, Inc.	562-777-2249
9552	530 South Clovis Ave	Fresno	CA	Rahul Marwah	New Caney, Inc.	562-777-2249
9627	955 Manning Ave	Reedley	CA	Rahul Marwah	Slam & Jam, LLC	562-777-2249

6855	304 Pittman Rd	Cordelia	CA	Ravinder S Trewn	Nindo, Inc.	(619) 985-8335
6979	1250 STRATFORD AVE	DIXON	CA	Ravinder S Trewn	Channa Foods, Inc.	(619) 985-8335
6706	600 CARSON PLAZA DR	CARSON	CA	Rey Hernandez	Hergar Corp	310-985-1203
7800	832 NEW LOS ANGELES AVE	MOORPARK	CA	Rey Hernandez	Hergar Corp	310-985-1203
8501	29019 WESTERN AVENUE	RANCHO PALOS VERDES	CA	Rey Hernandez	Hergar DH, LLC	310-985-1203
9599	21270 Hawthorne Blvd	Torrance	CA	Rey Hernandez	Hergar Corp	310-985-1203
6001	17009-A VALLEY BLVD.	FONTANA	CA	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6816	31760 GRAPE ST	LAKE ELSINORE	CA	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7531	570 E 4TH ST	PERRIS	CA	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7569	888 S FIGUEROA ST	LOS ANGELES	CA	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7757	3740 S. CRENSHAW BLVD.	LOS ANGELES	CA	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7811	820 SOUTH INDIAN HILL BLVD.	CLAREMONT	CA	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7843	6285 PATS RANCH ROAD SUITE A	MIRA LOMA	CA	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
7984	1200 E. MAIN ST.	BARSTOW	CA	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
8722	10700 JEFFERSON BLVD.	CULVER CITY	CA	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8748	1245 UNIVERSITY AVE.	RIVERSIDE	CA	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
8805	2611 FISHER RD.	BARSTOW	CA	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
9261	63960 20TH AVE.	NORTH PALM SPRINGS	CA	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402

9358	1150 S Beach Blvd	La Habra	CA	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
9537	24952 Sunnymead Blvd	Riverside	CA	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
9538	502 North Vineyard Rd	Ontario	CA	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
7750	8011 E BRUNDAGE LANE	BAKERSFIELD	CA	Shashi Kamboj	AmVEE Corporation	661-399-5846
7805	35175 7TH STANDARD ROAD	BAKERSFIELD	CA	Shashi Kamboj	Amvee Corp 2	661-399-5846
7932	1804 HIGHWAY 46	WASCO	CA	Shashi Kamboj	WeKam, Inc.	661-399-5846
8762	2684 MT. VERNON AVE	BAKERSFIELD	CA	Shashi Kamboj	WeKam, Inc.	661-399-5846
9348	5701 Dennis McCar-thy Drive	Lebec	CA	Shashi Kamboj	AmVEE Corporation	661-399-5846
7348	14962 SAND CANYON AVE	IRVINE	CA	Siavash Adabkhah	East-West Franchise Invest-ments, Inc.	949-489-4383
7497	1946 MAIN ST	RAMONA	CA	Siavash Adabkhah	Ortega, Inc.	949-489-4383
8177	23515 EL TORO RD	LAKE FOREST	CA	Siavash Adabkhah	DeMamacita, Inc.	949-489-4383
8575	24445 ALICIA PARKWAY	MISSION VIEJO	CA	Siavash Adabkhah	ALISIA, Inc.	949-489-4383
6699	1313 WILLOW PASS RD	CONCORD	CA	Siddharth K Chawla	Chawla, LLC	925-822-6443
6820	1201 BROADWAY	REDWOOD CITY	CA	Siddharth K Chawla	Food Service Empire, LLC	925-822-6443
6917	1745 EL CAMINO REAL	SANTA CLARA	CA	Siddharth K Chawla	Monarch Food Service, LLC	925-822-6443
6918	1803 MARINA BLVD	SAN LEANDRO	CA	Siddharth K Chawla	Standard Food Service, Inc.	925-822-6443
6919	15015 FREEDOM AVE	SAN LEANDRO	CA	Siddharth K Chawla	Quality Food Service, LLC	925-822-6443
7188	11344 SAN PABLO AVE	EL CERRITO	CA	Siddharth K Chawla	Prompt Food Service, Inc.	925-822-6443

7218	814 AHWANEE AVE	SUNNYVALE	CA	Siddharth K Chawla	Prompt Food Service, Inc.	925-822-6443
7725	115 BAKER AVE	SANTA ROSA	CA	Siddharth K Chawla	Nor Cal Foods, LLC	925-822-6443
7728	975 E BLANCO RD	SALINAS	CA	Siddharth K Chawla	Quality Food Service, LLC	925-822-6443
7727	1360 HOLIDAY LANE	FAIRFIELD	CA	Sreenivasu Sudireddi	First Cal Foods, LLC	(408) 391-1553
6265	2445 EL CAJON BLVD	SAN DIEGO	CA	Steven Barrett	Harbor Foods, Inc.	303-819-2400
7894	1601 ROSECRANS ST.	SAN DIEGO	CA	Steven Barrett	Harbor Foods #3, Inc.	303-819-2400
7895	5445 KEARNY VILLA RD.	SAN DIEGO	CA	Steven Barrett	Harbor Foods #3, Inc.	303-819-2400
7896	3920 W. POINT LOMA	SAN DIEGO	CA	Steven Barrett	Harbor Foods #3, Inc.	303-819-2400
7441	250 FAIRGROUNDS DR	VALLEJO	CA	Sunita Singh	Parass Restaurant Group, Inc.	510-673 2489
7442	2077 N 1ST ST	SAN JOSE	CA	Sunita Singh	Parass Restaurant Group, Inc.	510-673 2489
7690	876 W DONLON ST	BLYTHE	CA	Suprio Banerjee	CRS Hospitality, Inc.	661-964-6039
7599	25365 MADISON AVE	MURRIETA	CA	Tanya Tabrizizadeh	LTY Seoul, Inc.	(818) 414-4650
7830	23857 CLINTON KEITH RD.	WILDOMAR	CA	Tanya Tabrizizadeh	Tab Zadeh Family, Inc.	(818) 414-4650
6780	3530 MADISON ST	RIVERSIDE	CA	Vincent F Eupierre	Mancha Development Co., LLC	951-271-4100
6864	6875 VALLEY WAY	RUBIDOUX	CA	Vincent F Eupierre	Mancha Development Co., LLC	951-271-4100
8058	72415 BAKER BLVD	BAKER	CA	Vincent F Eupierre	Mancha Development Co., LLC	951-271-4100
7931	1028 WEST AVE I	LANCASTER	CA	Yasir Nadeem	Naya Retaurant, Inc.	(213) 949-0531
7205	1505 S HAVANA ST	AURORA	CO	Hanna Kim	N Fly, Inc.	(719) 287-2600
7206	14400 E 6TH AVE	AURORA	CO	Hanna Kim	JIL, Inc.	(719) 287-2600
6058	666 CAMINO DEL RIO	DURANGO	CO	James Cooper	Den Durango, Inc.	(970) 247-1512
7170	2059 E MAIN ST	CORTEZ	CO	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402

6091	710 HORIZON DR	GRAND JUNCTION	CO	Steven Brunton	Horizon Dining, Inc.	435-467-0145
7394	1515 VENTURE WAY	MONTROSE	CO	Steven Brunton	Horizon Dining #4, Inc.	435-467-0145
8673	3205 I-70 BUSINESS LOOP	CLIFTON	CO	Steven Brunton	Horizon Dining #2, Inc.	435-467-0145
6313	420 CENTRO WAY	FORT COLLINS	CO	Vincent F Eupierre	LODE, LLC	951-271-4100
7203	1605 NW FEDERAL BLVD	DENVER	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
8149	3291 YOUNGFIELD SERVICE ROAD	GOLDEN	CO	Vincent F Eupierre	LODE, LLC	951-271-4100
8713	12090 E. 40TH AVE.	DENVER	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
8716	3580 SO WADSWORTH	LAKEWOOD	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
8717	565 UNION BLVD.	LAKEWOOD	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
8718	9930 W. 49TH AVE.	WHEATRIDGE	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
8719	350 EAST 104TH AVE.	THORNTON	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
8720	16751 E 32ND AVE	AURORA	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
9352	7201 Sheridan Boulevard	Westminster	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
9664	275 W Hampden Av-enue	Englewood	CO	Vincent F Eupierre	TICI, LLC	951-271-4100
6512	61 NEWTOWN RD	DANBURY	CT	Herman Li	C&L Diners, LLC	818-703-0767
7208	621 QUEEN ST	SOUTHINGTON	CT	Herman Li	C & L Diners, LLC	818-703-0767
8810	539 FLATBUSH AVE	HARTFORD	CT	Herman Li	C&L Hartford, LLC	818-703-0767
9263	322 S Frontage Road I-95	New London	CT	Herman Li	C&L Wallingford, LLC	818-703-0767
7060	655 S MAIN ST	MIDDLETOWN	CT	Jignesh Doshi	DNCTMT, LLC	203-530-0615
7145	4445 BENNING RD NE	WASHINGTON	DC	Raphael A Ehilen	A.R.E., Inc.	301-773-1537

8646	1250 BLADENSBURG RD NE	WASHINGTON	DC	Raphael A Ehilen	A.R.E., Inc.	301-773-1537
8931	325 Academy Street	Newark	DE	Aramark Aramark	Aramark	(850) 645-2234
7047	1300 N PONCE DE LEON BLVD	SAINT AUGUSTINE	FL	Adam T Jacobs	Den St. Augustine, LLC	(954) 642-0909
7464	911 E COMMERCIAL BLVD	OAKLAND PARK	FL	Adam T Jacobs	Den Oakland Park, LLC	(954) 642-0909
7467	5825 NW 36TH ST	MIAMI	FL	Adam T Jacobs	Den Virginia Gardens, LLC	(954) 642-0909
7898	5645 SOUTH UNIVERSITY DR.	DAVIE	FL	Adam T Jacobs	Den Davie, Inc.	(954) 642-0909
8014	4541 HYPOLUXO ROAD	LAKE WORTH	FL	Adam T Jacobs	Den Lake Worth, Inc.	(954) 642-0909
8015	5710 UNIVERSITY DRIVE	TAMARAC	FL	Adam T Jacobs	Den Tamarac, Inc.	(954) 642-0909
8629	10800 PINES BLVD. SUITE #15	PEMBROKE PINES	FL	Adam T Jacobs	Den West Pines, Inc.	(954) 642-0909
8692	1290 N. UNIVERSITY DR.	PEMBROKE PINES	FL	Adam T Jacobs	Den East Pines, Inc.	(954) 642-0909
8901	875 TRADITIONS WAY	TALLAHASSEE	FL	Aramark Aramark	Aramark	(850) 645-2234
8698	1150 SOUTH DIXIE HIGHWAY	CORAL GABLES	FL	Asif Ghaffar	Neeq Enterprises, Inc.	954-599-3331
6425	5725 TG LEE BLVD	ORLANDO	FL	Carl Ferland	Florida Success 6425, LLC	(919) 303-3300
9589	5000 N. Federal Hwy	Ft. Lauderdale	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
9590	650 N. State Road #7	Margate	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
9591	1000 W. 49th St.	Hialeah	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101

9592	1727 North University Dr	Plantation	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
9593	8503 Southwest 40th St	Miami	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
9594	1311 West Palmetto Park Rd	Boca Raton	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
9595	1 Miracle Mile	Coral Gables	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
9596	12000 North Kendall Dr	Miami	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
9597	12100 West Sunrise Blvd	Plantation	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
9598	401 Southeast 1st Ave	Florida City	FL	Clyde Rucker	RRH-Florida, LLC	512-339-6101
6394	4999 34TH ST NORTH	SAINT PETERSBURG	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7808	4390 US HIGHWAY 27	SEBRING	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7945	4442 US HWY 19 S	NEW PORT RICHEY	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7946	1700 E. FOWLER AVE.	TAMPA	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7947	255 E. ALTAMONTE DR.	ALTAMONTE SPRINGS	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7951	3204 N. US HWY 98	LAKELAND	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7952	1245 N. ATLANTIC AVE.	COCOA BEACH	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7954	8076 S. ORANGE AVE.	ORLANDO	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7956	5603 E. HILLSBOROUGH	TAMPA	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800

7961	3801 WEST SILVER SPRINGS BLVD.	OCALA	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7965	1910 SOUTH MCCALL RD.	ENGLEWOOD	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
7966	894 CYPRESS GARDEN	WINTER HAVEN	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
8516	1515 E OSCEOLA PARKWAY	KISSIMMEE	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
8731	35649 US HWY 27 NORTH	HAINES CITY	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
8799	4783 W. IRLO BRONSON MEMORIAL HWY	KISSIMMEE	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
9331	3701 BEE RIDGE RD	SARASOTA	FL	Eduardo Diaz	EYM Diner of Florida, LLC	(214) 819-3800
8796	100 N. KINGS HIGHWAY	FORT PIERCE	FL	Efren (Frank) Rivera	Florida Success 8796, LLC	(919) 303-3300
8798	2509 W. VINE STREET	KISSIMMEE	FL	Efren (Frank) Rivera	Florida Success 8798, LLC	(919) 303-3300
7454	1025 W HALLANDALE BCH BLVD	HALLANDALE BEACH	FL	Glenn Levins	Phoenix Dining of Hallandale, LLC	(561) 536-3660
7455	12105 BISCAYNE BLVD	NORTH MIAMI	FL	Glenn Levins	Phoenix Dining of Biscayne, LLC	(561) 536-3660
7457	404 S. STATE RD 7	HOLLYWOOD	FL	Glenn Levins	Phoenix Dining of Hollywood, LLC	(561) 536-3660
7458	3151 NW 9TH AVE	FORT LAUDERDALE	FL	Glenn Levins	Phoenix Dining of Oakland Park, LLC	(561) 536-3660
7459	7411 NW 36TH ST	MIAMI	FL	Glenn Levins	Phoenix Dining of 36th Street, LLC	(561) 536-3660

7466	1450 MIAMI GARDENS DR NE	NORTH MIAMI	FL	Glenn Levins	Phoenix Dining of Miami Gardens, LLC	(561) 536-3660
6366	11915 E COLONIAL DR	ORLANDO	FL	Gurjit (Bobby) Sidhu	GSS 01, Inc.	(407) 915-6016
6379	11261 W COLONIAL DR	OCOEE	FL	Gurjit (Bobby) Sidhu	GSS 02, Inc.	(407) 915-6016
6505	16150 US HWY 441	EUSTIS	FL	Gurjit (Bobby) Sidhu	GSS 03, Inc.	(407) 915-6016
6613	2480 CITRUS BLVD	LEESBURG	FL	Gurjit (Bobby) Sidhu	GSS 04, Inc.	(407) 915-6016
6822	11037 INTERNATIONAL DR	ORLANDO	FL	Gurjit (Bobby) Sidhu	GSS Seaworld, Inc.	(407) 915-6016
6931	1445 WENDY COURT	SPRING HILL	FL	Gurjit (Bobby) Sidhu	GSS 05, Inc.	(407) 915-6016
7017	840 PALM BAY RD NE	PALM BAY	FL	Gurjit (Bobby) Sidhu	GSS 10, Inc.	(407) 915-6016
7102	840 CYPRESS PARKWAY	POINCIANA	FL	Gurjit (Bobby) Sidhu	GSS 11, Inc.	(407) 915-6016
7374	3500 CHENEY HWY	TITUSVILLE	FL	Gurjit (Bobby) Sidhu	GSS 06, Inc.	(407) 915-6016
7422	25 TOWN CENTER BLVD	CLERMONT	FL	Gurjit (Bobby) Sidhu	GSS 07, Inc.	(407) 915-6016
7510	610 44TH AVE W	BRADENTON	FL	Gurjit (Bobby) Sidhu	GSS 08, Inc.	(407) 915-6016
8797	29933 STATE ROAD 52	SAN ANTONIO	FL	Gurjit (Bobby) Sidhu	GSS 09, Inc.	(407) 915-6016
8800	8747 INTERNATIONAL	ORLANDO	FL	Gurjit (Bobby) Sidhu	GSS Idrive, Inc.	(407) 915-6016
9658	1427 Washington Ave	Miami Beach	FL	Javier Saavedra	DBJ US CORP.	305-975-0077
6824	4325 S FLORIDA AVE	LAKELAND	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
6825	1301 W. BRANDON BLVD	BRANDON	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101

6832	10111 S US 1	PORT SAINT LUCIE	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
6844	2004 N DALE MABRY HWY	TAMPA	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
6861	2380 NW HWY 19	CRYSTAL RIVER	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
6926	1641 DUNLAWTON AVE	PORT ORANGE	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
6927	1830 STATE RD 44	NEW SMYRNA BEACH	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
6929	3771 ORLANDO DR	SANFORD	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7013	2001 S FRONTAGE RD	PLANT CITY	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7291	1012 SAXON BLVD	ORANGE CITY	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7343	1577 BELLA CRUZ DR	THE VILLAGES	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7450	110 WILLIAMSON BLVD	ORMOND BEACH	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7508	12105 US HIGHWAY 19 N	BAYONET POINT	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7636	2705 OKEECHOBEE BLVD	WEST PALM BEACH	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7641	3000 S CONGRESS AVE	PALM SPRINGS	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7654	44111 S US 27	DAVENPORT	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7795	3747 SUN CITY CENTER BLVD	SUN CITY	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
8004	8409 BLANDING BLVD.	JACKSONVILLE	FL	John C Metz	RREMC Jacksonville LLC	561-684-2101
8006	1071 AIRPORT ROAD	JACKSONVILLE	FL	John C Metz	RREMC Jacksonville LLC	561-684-2101

8007	10445 ATLANTIC BLVD	JACKSONVILLE	FL	John C Metz	RREMC Jacksonville LLC	561-684-2101
8570	950 STATE ROAD 206 WEST	ST. AUGUSTINE	FL	John C Metz	RREMC Jacksonville LLC	561-684-2101
9226	176 NW Centurion Court	Lake City	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
9648	230 NW Peacock Blvd	Port St. Lucie	FL	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
9678	3871 Tamiami Trail E	Naples	FL	John C Metz	RREMC Restaurants East Naples LLC	561-684-2101
6679	300 CIVIC CENTER WAY	ROYAL PALM BEACH	FL	Roger W Livingston	WDI Restaurant Group, Inc.	(561) 793-7050
7319	4102 W. BLUE HERON BLVD	RIVIERA BEACH	FL	Roger W Livingston	WDI Blue Heron, LLC	(561) 793-7050
9332	2710 N Roosevelt Blvd	Key West	FL	Stan Jackowski	SJKWD, LLC	(305) 294-5065
6424	9340 MARKETPLACE RD	FORT MYERS	FL	Tahir Mahmood	ARGINV 6424, LLC	(786) 251-0272
7018	3850 SW 137TH AVE	MIAMI	FL	Tahir Mahmood	Restaurant Group of Miami, LLC	(786) 251-0272
7428	11350 NW 41ST ST	MIAMI	FL	Tahir Mahmood	Weston Restaurant Group, L.L.C.	(786) 251-0272
8145	19780 NW 27TH AVENUE	MIAMI GARDENS	FL	Tahir Mahmood	Garden Restaurants Group, LLC	(786) 251-0272
8566	32670 BLUE STAR HWY	MIDWAY	FL	Tahir Mahmood	American Restaurant Group, Inc.	(786) 251-0272
8652	2690 N MONROE ST	TALLAHASSEE	FL	Tahir Mahmood	American Restaurant Group 2, LLC	(786) 251-0272
8787	1306 DEL PRADO BLVD	CAPE CORAL	FL	Tahir Mahmood	ARGINV 8787, LLC	(786) 251-0272

8860	18600 N W 67TH AVE	MIAMI LAKES	FL	Tahir Mahmood	American Restaurant Group #4, Inc.	(786) 251-0272
8886	2438 MARTIN LUTHER KING BLVD.	PANAMA CITY	FL	Tahir Mahmood	American Restaurant Group No. 3, Inc.	(786) 251-0272
6650	1328 ST AUGUSTINE RD	VALDOSTA	GA	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
6893	3944 HIGHWAY 17 S	RICHMOND HILL	GA	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7071	5534 JIMMY CARTER BLVD	NORCROSS	GA	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7075	3239 MACON RD	COLUMBUS	GA	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7312	1020 TANGER DR.	LOCUST GROVE	GA	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
7516	309 GEORGIA HWY 49 N	BYRON	GA	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
8609	2990 US HWY 17 SOUTH	BRUNSWICK	GA	John C Metz	Meyer Metz Restaurants, LLC	561-684-2101
8564	288 RESACA BEACH BLVD	RESACA	GA	Pravesh Chopra	RJC, LLC	925-556-2315
6484	2115 E 16TH AVE	CORDELE	GA	William M Turton	Turton-Diner LLC	229-276-0962
7259	75-1027 HENRY ST	KAILUA-KONA	HI	Ajay K Keshap	AKONA Corporation	818-904-5660
8861	94-305 KUNIA ROAD	WAIPAHU	HI	Medhat Bechay	DenWaipahu Restaurants, Inc.	(714) 329-6460
9294	208 Kapahulu Avenue	Honolulu	HI	Medhat Bechay	Diamond Head Den Restaurants, Inc.	(714) 329-6460
8669	11820 HICKMAN ROAD	CLIVE	IA	Gurinderjit (Gary) Grewal	Gills Food Clive, Inc.	608-254-5746
8691	8200 NW BLVD	DAVENPORT	IA	Gurinderjit (Gary) Grewal	Gills Food Davenport, Inc.	608-254-5746
8786	611 N. OVERLAND AVE.	BURLEY	ID	Ajay K Keshap	Aburly, LLC	818-904-5660
8878	291 POLE LINE ROAD	TWIN FALLS	ID	Ajay K Keshap	Aburly, LLC	818-904-5660

9644	585 N 2nd Street	Rexburg	ID	Ajay K Keshap	Adrexburg, LLC	818-904-5660
9668	2122 Nez Perce Grade	Lewiston	ID	Ajay K Keshap	Alewiston, LLC	818-904-5660
9677	1838 W Pullman RD	Moscow	ID	Ajay K Keshap	Amoscow, LLC	818-904-5660
7215	1670 SCHNEIDMILLER AVE	POST FALLS	ID	Jeromy Fouts	KLM Restaurants, LLC	(509) 927-3990
6582	2300 N 4TH ST	COEUR D' ALENE	ID	Jerry D Fouts	J & D Restaurants, Inc.	(509) 927-3990
8597	3512 FRANKLIN ROAD	CALDWELL	ID	Roland C Spongberg	W.K.S. Rise & Shine LLC	562-425-1402
8634	4 INTERSTATE DRIVE	VANDALIA	IL	David Behrends	Behrends Restaurants, Inc.	Behrends, David
7431	17 W ALGONQUIN RD	ARLINGTON HEIGHTS	IL	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8808	1310 E. CHAIN OF ROCKS RD.	PONTOON BEACH	IL	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8817	126 EAST NORTH FRONTAGE RD.	BOLINGBROOK	IL	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8818	4824 NO. RIVER ROAD	SCHILLER PARK	IL	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8819	975 E. DUNDEE ROAD	PALATINE	IL	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8822	4609 N. HARLEM AVENUE	NORRIDGE	IL	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9355	1086 EAST LAKE ST	HANOVER PARK	IL	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6486	1307 N KELLER DR	EFFINGHAM	IL	Glenn A Beattie	TLIL, LLC	480-722-9196
9540	1130 South Illinois St.	Belleville	IL	Jesse Tyson	T&S Food Services II, LLC (T&S)	(314) 238-7291
9544	4610 BROADWAY ST	Mt. Vernon	IL	Jesse Tyson	T&S Food Services II, LLC (T&S)	(314) 238-7291
6714	412 S LINCOLNWAY	NORTH AURORA	IL	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
6754	6429 GRAND AVE	GURNEE	IL	John C Metz	HIA Restaurant Partners, LLC	561-684-2101

6862	200 SPRINGHILL DR	CARPENTERSVILLE	IL	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7331	7375 E STATE ST	ROCKFORD	IL	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
8616	16049 WILLOWBROOK RD	SOUTH BELOIT	IL	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
8628	343 CIVIC ROAD	LASALLE	IL	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
9557	9217 South Cicero Ave	Oak Lawn	IL	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
9558	4330 Fox Valley Center Dr	Aurora	IL	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
6506	19099 S OLD LAGRANGE RD	MOKENA	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
7981	7627 W. 95TH STREET	HICKORY HILLS	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
7982	711 NORTH HARLEM AVENUE	OAK PARK	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
7983	1380 TORRENCE AVENUE	CALUMET CITY	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
8055	1175 NORTH ROSELLE ROAD	HOFFMAN ESTATES	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
8056	2447 MANNHEIM ROAD	FRANKLIN PARK	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
8057	17 W 660 22ND STREET	OAKBROOK TERRACE	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
8085	3890 N. POINT BOULEVARD	WAUKEGAN	IL	Mukesh Dharod	The Road, Inc.	913-492-0007
8087	1303 ARMOUR ROAD	BOURBONNAIS	IL	Mukesh Dharod	The Road, Inc.	913-492-0007
8089	2063 SKOKIE VALLEY	HIGHLAND PARK	IL	Mukesh Dharod	The Road, Inc.	913-492-0007

8091	363 S. SCHMALE ROAD	CAROL STREAM	IL	Mukesh Dharod	The Road, Inc.	913-492-0007
8095	2531 PLAINFIELD ROAD	JOLIET	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
8144	7737 S. KINGERY HWY	WILLOWBROOK	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
8655	702 W TOWN CENTER BLVD.	CHAMPAIGN	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
8790	1615 N. MAIN	NORMAL	IL	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
6291	100 HOLIDAY LANE	SALEM	IL	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7220	27 JUNCTION DR	GLEN CARBON	IL	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7247	1407 W HUDSON BLVD	LITCHFIELD	IL	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7395	959 ILLINOIS RT 3	WATERLOO	IL	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7522	737 W HWY 50	O'FALLON	IL	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7567	115 RADIO CITY DR	NORTH PEKIN	IL	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7701	522 RAMADA BLVD	COLLINSVILLE	IL	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9513	701 El Dorado RD	Bloomington	IL	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8923	UNIVERSITY TOWER RESIDENCE HALL	INDIANAPOLIS	IN	Compass Group USA	Compass Group USA	(704) 328-4000
6452	233 S 3RD ST	TERRE HAUTE	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
6738	3901 HWY 41 N	EVANSVILLE	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
6827	351 N GREEN RIVER RD	EVANSVILLE	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
6878	3850 NEWTON ST	JASPER	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
6879	5212 WESTON RD	EVANSVILLE	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
6896	812 N. CONNER COURT	DALE	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
7696	2728 N 6TH ST	VINCENNES	IN	Glenn A Beattie	TLIN, LLC	480-722-9196

7827	1989 SOUTH STATE ROAD 57	OAKLAND CITY	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
8002	3442 US HIGHWAY 41	TERRE HAUTE	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
8618	844 EAST 1250 S	HAUBSTADT	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
8656	1035 JAMES AVE	BEDFORD	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
8856	175 SOUTH HONEYRUN PARKWAY	SCOTTSBURG	IN	Glenn A Beattie	TLIN, LLC	480-722-9196
7147	5800 S FRANKLIN ST	MICHIGAN CITY	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7261	1253 S PARK BLVD	GREENWOOD	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7294	102 LEE BLVD	SHELBYVILLE	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7556	6288 E 82ND ST	INDIANAPOLIS	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7559	4260 South St.	LAFAYETTE	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7560	6241 CRAWFORDSVILLE RD	INDIANAPOLIS	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7561	8901 US 31 SOUTH	INDIANAPOLIS	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7562	8808 N MICHIGAN RD	INDIANAPOLIS	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7705	2490 POST RD	INDIANAPOLIS	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7781	3512 S KEYSTONE AVE	INDIANAPOLIS	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
7782	4795 KENTUCKY AVE	INDIANAPOLIS	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
8559	4982 NORTH 350 EAST	WHITELAND	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
8608	3231 EAST 181ST STREET	HEBRON	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
8662	5300 S STATE RT 3	SPICELAND	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101

9619	827 East State Road 32	Westfield	IN	John C Metz	HIA Restaurant Partners, LLC	561-684-2101
8684	1401 RIPLEY STREET	LAKE STATION	IN	Mukesh Dharod	JAHAAN, Inc.	913-492-0007
7269	3210 SW TOPEKA BLVD	TOPEKA	KS	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7372	4024 E HARRY ST	WICHITA	KS	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8525	10480 METCALF	OVERLAND PARK	KS	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8919	Tower Food Court	Bowling Green	KY	Aramark Aramark	Aramark	(850) 645-2234
6497	4545 FREDERICA STREET	OWENSBORO	KY	Glenn A Beattie	TLKY, LLC	480-722-9196
6834	60 RUBY DRIVE	MADISONVILLE	KY	Glenn A Beattie	TLKY, LLC	480-722-9196
7230	200 S LAKEVIEW DR	SHEPHERDSVILLE	KY	Glenn A Beattie	Lakeview Drive, LLC	480-722-9196
8581	18750 HERNDON / OAK GROVE RD	OAK GROVE	KY	Glenn A Beattie	TLKY, LLC	480-722-9196
8769	434 EASTERN PARKWAY	LOUISVILLE	KY	Glenn A Beattie	E.P. Louisville, LLC	480-722-9196
9608	13019 Walton-Verona Rd	Walton	KY	Glenn A Beattie	TLOH, LLC	480-722-9196
9305	4380 S NASHVILLE RD	FRANKLIN	KY	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8768	2008 N. MULBERRY AVE	ELIZABETHTOWN	KY	Tom Pilbeam	Denn-Ohio, LLC	843-338-0175
8772	15236 STATE ROUTE 180	CATLETTSBURG	KY	Tom Pilbeam	Denn-Ohio, LLC	843-338-0175
9516	151 Well Road	West Monroe	LA	Bal (Al) Dahal	Southern Delight Restaurants, L.L.C.	(318) 614-9156
9691	5000 Forsythe By-pass, Suite 100	Monroe	LA	Bal (Al) Dahal	Southern Delight Restaurants of Monroe LLC	(318) 614-9156

9318	635 W Prien Lake Road	Lake Charles	LA	Jesse Tyson	T&S Food Services II, LLC (T&S)	(314) 238-7291
9542	5910 Veterans Memorial Blvd	Metairie	LA	Jesse Tyson	T&S Food Services II, LLC (T&S)	(314) 238-7291
8627	9510 GREENWOOD ROAD	GREENWOOD	LA	Yasser Alkhatib	D8627 Greenwood, LLC	817-368-9666
8754	9080 MANSFIELD RD	SHREVEPORT	LA	Yasser Alkhatib	Mansfield Ventures, LLC	817-368-9666
8846	1832 OLD MINDEN ROAD	BOSSIER CITY	LA	Yasser Alkhatib	8846 Bossier City, LLC	817-368-9666
7614	2173 NORTHAMPTON ST	HOLYOKE	MA	Herman Li	C & L Diners, LLC	818-703-0767
9262	243 William S Canning Boulevard	Fall River	MA	Herman Li	C&L Fall River, LLC	818-703-0767
9347	252 Washington Street, Suite 200	Attleboro	MA	Herman Li	C&L AM, LLC	818-703-0767
9561	2095 West Street	Annapolis	MD	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9569	2975 Crain Highway	Waldorf	MD	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9574	1207 West Patrick St	Frederick	MD	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9580	1630 Dual Highway	Hagerstown	MD	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8934	281 University Avenue	Towson	MD	Aramark Aramark	Aramark	(850) 645-2234
7406	314 WASHINGTON BLVD	LAUREL	MD	Fitzgerald Lewis	Covenant Holdings Group, LLC	703-665-7511
8857	8424 BALTIMORE AVE	COLLEGE PARK	MD	Fitzgerald Lewis	College Park Den, Inc.	703-665-7511
6140	1803 EDGEWOOD RD	EDGEWOOD	MD	Gurdip Gill	Gills Edgewood, Inc.	916-752-6778
6262	41 HEATHER LANE	PERRYVILLE	MD	Gurdip Gill	Gills Perryville, Inc.	916-752-6778

7842	781 SUNBURST HIGHWAY	CAMBRIDGE	MD	Gurdip Gill	Gills Ocean City, Inc.	916-752-6778
8614	1 CENTER DRIVE	NORTH EAST	MD	Gurdip Gill	Gills North East, Inc.	916-752-6778
6040	1239 NATIONAL HWY	LAVALE	MD	Gurjit (Bobby) Sidhu	GSS Lavale, Inc.	(407) 915-6016
6460	1000 STARLITE PLAZA	OAKLAND	MD	Gurjit (Bobby) Sidhu	GSS Oakland, Inc.	(407) 915-6016
6955	1365 MELLON RD	HANOVER	MD	Hossain Mohebbi	S & H Restaurant Co., Inc.	301-674-7047
6014	405 PUNKIN COURT	SALISBURY	MD	Michael Rommel	Dentz, Inc.	443-503-5246
6041	6302 RITCHIE HWY	GLEN BURNIE	MD	Michael Rommel	Dentz, Inc.	443-503-5246
6555	11201 COASTAL HWY	OCEAN CITY	MD	Michael Rommel	Dentz, Inc.	443-503-5246
6600	1995 E JOPPA RD	BALTIMORE	MD	Michael Rommel	Dentz, Inc.	443-503-5246
9235	100 EAST CEDAR LANE	FRUITLAND	MD	Michael Rommel	Rommel Restaurant Group 1, Inc.	443-503-5246
9316	131 VFW Avenue	Grasonville	MD	Michael Rommel	Dentz, Inc.	443-503-5246
9325	6104 Coastal High-way	Ocean City	MD	Michael Rommel	Dentz, Inc.	443-503-5246
9350	101 Orville Road	Essex	MD	Michael Rommel	Dentz, Inc.	443-503-5246
9675	7201 Bethlehem Blvd	Edgemere	MD	Michael Rommel	Dentz, Inc.	443-503-5246
6354	211 COURT ST	AUBURN	ME	Gulinder S Gill	Gills Auburn, Inc.	916-690-8626
7176	120 HASKELL RD	BANGOR	ME	Gulinder S Gill	Gills Bangor, Inc.	916-690-8626
7908	2701 EAST GRAND RIVER AVE	EAST LANSING	MI	Mukesh Dharod	The Road, Inc.	913-492-0007
7909	3900 28TH STREET SE	KENTWOOD	MI	Mukesh Dharod	The Road, Inc.	913-492-0007
7910	7330 W. SAGINAW HIGHWAY	LANSING	MI	Mukesh Dharod	The Road, Inc.	913-492-0007
9296	878 Munson Ave	Traverse City	MI	Mukesh Dharod	The Road, Inc.	913-492-0007

9601	4785 Beckley Rd	Battle Creek	MI	Mukesh Dharod	Virhaan, Inc.	913-492-0007
9602	2560 Airport Rd	Jackson	MI	Mukesh Dharod	Virhaan, Inc.	913-492-0007
9603	715 44th St South-west	Wyoming	MI	Mukesh Dharod	Virhaan, Inc.	913-492-0007
9604	2435 Tittabawassee Rd	Saginaw	MI	Mukesh Dharod	Virhaan, Inc.	913-492-0007
7244	804 Old US HIGHWAY 27 N	MARSHALL	MI	Richard D Folk	Folk Oil Company	517-568-4114
7979	20565 EUREKA ROAD	TAYLOR	MI	Sam Abdelkader	Denn79, Inc.	248-222-0780
8736	3817 CORK STREET	KALAMAZOO	MI	Tom Pilbeam	Denn-Ohio, LLC	843-338-0175
8737	3127 PLAINFIELD NE	GRAND RAPIDS	MI	Tom Pilbeam	Denn-Ohio, LLC	843-338-0175
7165	13450 ROGERS DR	ROGERS	MN	Deborah Yankoupe	Rogers Family Foods	(763) 476-1109
7793	7805 150TH ST NW	APPLE VALLEY	MN	Mija Landenberger	T.S. Restaurants, Inc.	(612) 201-5179
8078	8850 UNIVERSITY DRIVE	BLAINE	MN	Mija Landenberger	Land Park Blaine, LLC	(612) 201-5179
8080	4209 W. AMERICAN BLVD	BLOOMINGTON	MN	Mija Landenberger	Land Park France, LLC	(612) 201-5179
8845	286 17TH AVENUE NW	ROCHESTER	MN	Mija Landenberger	Hwy 52 Restaurant, LLC	(612) 201-5179
9297	1664 UNIVERSITY AVE. W.	SAINT PAUL	MN	Mija Landenberger	Landen Midway Biz, LLC	(612) 201-5179
9323	1458 South Robert Street	West Saint Paul	MN	Mija Landenberger	RT Restaurants, LLC	(612) 201-5179
7197	255 N CENTURY AVE	MAPLEWOOD	MN	Ravinder S Trewn	MI5 Incorporated	(619) 985-8335
7307	38681 TANGER DR	NORTH BRANCH	MN	Ravinder S Trewn	MI5 Incorporated	(619) 985-8335
8895	12950 ALDRICH AVE. S.	BURNSVILLE	MN	Ravinder S Trewn	MI5 Incorporated	(619) 985-8335

9247	2045 Twin Lakes Parkway	Roseville	MN	Ravinder S Trewn	MI5 Incorporated	(619) 985-8335
7891	9020 QUADAY AVE NE	OTSEGO	MN	Todd K Rick	T & L Restaurants, Inc.	763-441-3924
7270	8810 E 350 HWY	RAYTOWN	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7359	11266 MIDLAND BLVD	SAINT LOUIS	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7492	2117 TANEY ST	N KANSAS CITY	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7699	5789 CAMPUS PKWY	HAZELWOOD	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7702	10575 WATSON RD	SAINT LOUIS	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8178	3602 S. RANGELINE ROAD	JOPLIN	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8524	3939 S NOLAND	INDEPENDENCE	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8556	11570 HWY FF	JOPLIN	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8582	21921 S. EAST OUTER ROAD	PECULIAR	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8704	102 FORE DRIVE	WAYLAND	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8809	#1 CAMPBRANCH RD.	WARRENTON	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8811	12319 DORSETT ROAD	MARYLAND HEIGHTS	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8815	1203 DRURY LANE	ARNOLD	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9240	3001 LUSK DRIVE	NEOSHO	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9344	4760 S Campbell Avenue	Springfield	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9364	1320 S Jefferson Ave	Lebanon	MO	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9541	6441 S. Lindbergh Blvd.	St. Louis	MO	Jesse Tyson	T&S Food Services II, LLC (T&S)	(314) 238-7291

9543	3939 Veterans Memorial Blvd	St. Peters	MO	Jesse Tyson	T&S Food Services II, LLC (T&S)	(314) 238-7291
9545	825 North Loop Dr	Sullivan	MO	Jesse Tyson	T&S Food Services II, LLC (T&S)	(314) 238-7291
8783	1419 MARTIN SPRINGS RD.	ROLLA	MO	Maher Ismail Manasrah	Opee Enterprises, Inc.	(951) 547-3650
9546	2335 WEST 76 COUNTRY BLVD	BRANSON	MO	Maher Ismail Manasrah	Opee Enterprises, Inc.	(951) 547-3650
7246	1 MERLIN DRIVE	TROY	MO	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7596	3294 GOLD RD	KINGDOM CITY	MO	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9210	1300 LAKE ST LOUIS BLVD	LAKE ST LOUIS	MO	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9680	1120 Airport Fernwood Rd	McComb	MS	Lissette Amiel	LVP Food Service Concepts, LLC	702-522-8513
8158	7541 WASHINGTON AVENUE	OCEAN SPRINGS	MS	Sam Wilensky	SWDen, LLC	(850) 525-2737
8586	9351 CANAL RD	GULFPORT	MS	Sam Wilensky	SWDen, LLC	(850) 525-2737
9302	685 HIGHWAY 80 EAST	PEARL	MS	Yasser Alkhatib	FJ Den LLC	817-368-9666
9335	900 East County Line Road	Ridgeland	MS	Yasser Alkhatib	JY-Den, LLC	817-368-9666
8604	3715 31ST STREET SW	GREAT FALLS	MT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6625	3215 WAKE FOREST RD	RALEIGH	NC	Jonathan Lussier	DenSuccess 6625, LLC	919-303-3300
8890	4380 FAYETTEVILLE RD.	RALEIGH	NC	Jonathan Lussier	DenSuccess 8890, LLC	919-303-3300
6481	55 JR ROAD	SELMA	NC	Pravesh Chopra	RJC, LLC	925-556-2315
6588	1524 DABNEY DR	HENDERSON	NC	Pravesh Chopra	RJC, LLC	925-556-2315
6957	2806 RALEIGH RD PARKWAY W	WILSON	NC	Pravesh Chopra	RJC, LLC	925-556-2315

6958	808 S MEMORIAL DR	GREENVILLE	NC	Pravesh Chopra	RJC, LLC	925-556-2315
7330	101 WINTERGREEN DR	LUMBERTON	NC	Pravesh Chopra	RJC, LLC	925-556-2315
7635	1493 US HWY 74-A BYPASS	SPINDALE	NC	Pravesh Chopra	RJC, LLC	925-556-2315
7646	4541 SUNSET RD	CHARLOTTE	NC	Pravesh Chopra	RJC, LLC	925-556-2315
8051	1209 BURKEMOUNT AVENUE	MORGANTON	NC	Pravesh Chopra	RJC, LLC	925-556-2315
8054	1550 FOUR SEASONS	HENDERSONVILLE	NC	Pravesh Chopra	RJC, LLC	925-556-2315
8642	1043 JIMMIE KERR ROAD	HAW RIVER	NC	Pravesh Chopra	RJC, LLC	925-556-2315
9322	3703 West Gate City Blvd.	Greensboro	NC	Samuel Dewberry Jr	D&B Foods LLC	336-509-0626
8755	2207 N. MARINE BLVD	JACKSONVILLE	NC	Terrence J Leifheit	Den Jacksonville 1, LLC	(843) 424-5106
8897	2020 HIGHWAY 172	SNEADS FERRY	NC	Terrence J Leifheit	Den Jacksonville 2, LLC	(843) 424-5106
6240	405 S 7TH ST	BISMARCK	ND	John Scharnweber	Classic Foods, Ltd.	(701) 223-8499
6533	4437 13TH AVE SW	FARGO	ND	John Scharnweber	Classic Restaurant Corporation	(701) 223-8499
7446	2701 S BROADWAY	MINOT	ND	John Scharnweber	Classic Restaurants of Minot, Inc,	(701) 223-8499
6635	3509 S 84TH ST	OMAHA	NE	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8595	15010 SOUTH STATE HWY 31	GRETNA	NE	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6455	16 S Delsea Drive	VINELAND	NJ	Gurjit (Bobby) Sidhu	GSS Vineland, Inc.	(407) 915-6016
7061	335 TILTON RD	NORTHFIELD	NJ	Gurjit (Bobby) Sidhu	GSS Northfield Inc.	(407) 915-6016
6150	242 E WHITE HORSE PIKE	GALLOWAY	NJ	Omar Abdallah	Abdallah Foods, Inc.	443-735-3000
7737	1286 ST GEORGES AVE	AVENEL	NJ	Pradeep K Massand	Maple Dining Inc. of Avenel	917-675-0003

7738	221 US HWY 130	BORDENTOWN	NJ	Pradeep K Massand	Maple Dining Inc. of Bordentown	917-675-0003
8812	752 HWY #18	EAST BRUNSWICK	NJ	Pradeep K Massand	Maple Dining of East Brunswick, Inc.	917-675-0003
6899	120 N PLATINUM AVE.	DEMING	NM	Joseph J Mathieu	Mathieu, Joseph J.	(575) 642-3375
9510	1317 N. Riverside Dr	Espanola	NM	Kevin Killham	CJDK Espanola, LLC	623-492-0077
9617	1446 Unser Blvd SE	Rio Rancho	NM	Kevin Killham	CJDK Rio Rancho, LLC	623-492-0077
9659	3135 Avanzando Rd SW	Albuquerque	NM	Kevin Killham	CDK Rio Bravo, LLC	623-492-0077
6234	2200 N MAIN ST	ROSWELL	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6236	810 W PIERCE ST	CARLSBAD	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6649	3810 E HWY 66	GALLUP	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7117	430 CLAYTON RD	RATON	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7171	600 SCOTT AVE	FARMINGTON	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7256	26137 W. HWY 70	RUIDOSO DOWNS	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7434	1700 SIDNEY DR	GRANTS	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7437	836 N US 491	GALLUP	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7723	254 US 550	BERNALILLO	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7884	5201 SAN ANTONIO DRIVE NE	ALBUQUERQUE	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7885	1875 EMILIO LOPEZ LOOP NW	LOS LUNAS	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7972	806 S. WHITE SANDS BLVD.	ALAMOGORDO	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8098	1 GIANT CROSSING	JAMESTOWN	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8561	9911 AVALON RD NW	ALBUQUERQUE	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402

8610	2021 S MOUNTAIN RD	TUCUMCARI	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8741	5114 N. LOVINGTON HIGHWAY	HOBBS	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8877	3901 BATAAN MEMORIAL HWY WEST	LAS CRUCES	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9208	4000 N Prince Street	Clovis	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9313	708 Silver Heights Blvd	Silver City	NM	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6212	2400 SAN MATEO BLVD NE	ALBUQUERQUE	NM	Yashna Asnani	Barreras Enterprises, Inc	510-538-0900
6213	3004 CERRILLOS RD	SANTA FE	NM	Yashna Asnani	Barreras Enterprises, Inc	510-538-0900
6214	11261 MENAUL BLVD NE	ALBUQUERQUE	NM	Yashna Asnani	Barreras Enterprises, Inc	510-538-0900
6301	1602 COORS ROAD NW	ALBUQUERQUE	NM	Yashna Asnani	Barreras Enterprises, Inc	510-538-0900
8881	1620 TOWNE CENTER LANE S.E.	ALBUQUERQUE	NM	Yashna Asnani	New Mexico's Best Diner, LLC	510-538-0900
7252	1100 E PLUMB LANE	RENO	NV	Gurpreet S Arora	Nevadenn, Inc.	209-598-4878
8733	680 N. WELLS AVE.	RENO	NV	Gurpreet S Arora	Nevadenn, Inc.	209-598-4878
8734	205 NUGGET AVE.	SPARKS	NV	Gurpreet S Arora	Nevadenn, Inc.	209-598-4878
8011	2299 N. CARSON ST.	CARSON CITY	NV	Paul Schmidt	PLS Restaurants, Inc.	530-362-6798
7242	5045 W TROPICANA	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7243	9320 S EASTERN AVE	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7518	4280 W CRAIG RD	NORTH LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100

7632	310 N NELLIS BLVD	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7633	7071 W CRAIG RD #101	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7671	3230 LOSEE RD	NORTH LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7674	8000 W SAHARA AVE	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7764	1201 W WARM SPRINGS RD	HENDERSON	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7765	6300 W CHARLESTON #110	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7825	7341 W LAKE MEAD BLVD	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7828	5585 SIMMONS ST	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
7914	2380 E TROPICANA AVE	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
8560	240 S. NEVADA HWY. 160	PAHRUMP	NV	Vincent F Eupierre	INKA, LLC	951-271-4100
8563	5318 BOULDER HIGHWAY	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
8659	3081 S. MARYLAND PARK	LAS VEGAS	NV	Vincent F Eupierre	INKA, LLC	951-271-4100
8685	900 HWY 95 NORTH	BEATTY	NV	Vincent F Eupierre	INKA, LLC	951-271-4100
8844	480 TRUCK INN WAY	FERNLEY	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9285	501 Aultman Street	Ely	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9337	420 E. Deer Springs Way	North Las Vegas	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9346	3881 W Flamingo Road	Las Vegas	NV	Vincent F Eupierre	INKA, LLC	951-271-4100

9373	5678 South Rainbow Boulevard	Las Vegas	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9374	347 BROADWAY ST	SEARCHLIGHT	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9392	3010 W SAHARA AVE	LAS VEGAS	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9393	2310 East Lake Mead Blvd	North Las Vegas	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9624	169 E Tropicana Av-enue	Las Vegas	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9625	2020 South Casino Drive	Laughlin	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9626	5175 Blue Diamond Road, Ste 100-115	Las Vegas	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9661	8460 West Sunset Blvd	Las Vegas	NV	Vincent F Eupierre	INKA, LLC	951-271-4100
9686	4100 Paradise Road	Las Vegas	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9694	4575 Boulder Hwy	Las Vegas	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
9695	681 NV-160	Pahrump	NV	Vincent F Eupierre	MDC Restaurants, LLC	951-271-4100
8760	8710 Northern Blvd	Jackson Heights	NY	Abdel Hassen	Grand Slam Jackson Heights, LLC	718-843-9550
7224	4979 STATE HWY 23	ONEONTA	NY	Abu Morshed	AFZ Gourmet, Inc.	(607) 433-1345
8853	1 RIVER ST	CORTLAND	NY	Abu Morshed	AFZ Gourmet, Inc.	(607) 433-1345
8116	6591 THOMPSON ROAD	SYRACUSE	NY	Glenn A Beattie	Lake Region Restaurants, LLC	480-722-9196
8118	8020 NIAGARA FALLS BLVD	NIAGARA FALLS	NY	Glenn A Beattie	TL Restaurants, Inc.	480-722-9196
8119	103 ELWOOD DAVIS ROAD	SYRACUSE	NY	Glenn A Beattie	Lake Region Restaurants, LLC	480-722-9196
8121	2215 DELAWARE AVE.	BUFFALO	NY	Glenn A Beattie	Top Line Restaurants, Inc.	480-722-9196

8124	5699 TRANSIT ROAD	LOCKPORT	NY	Glenn A Beattie	TL Restaurants, Inc.	480-722-9196
8126	2890 W. RIDGE ROAD	ROCHESTER	NY	Glenn A Beattie	Lake Region Restaurants, LLC	480-722-9196
8134	7873 BREWERTON ROAD	CICERO	NY	Glenn A Beattie	Lake Region Restaurants, LLC	480-722-9196
8135	1881 RIDGE ROAD	WEST SENECA	NY	Glenn A Beattie	TL Restaurants, Inc.	480-722-9196
8136	3920 MAPLE ROAD	AMHERST	NY	Glenn A Beattie	TL Restaurants, Inc.	480-722-9196
8137	5092 CAMP RD.	HAMBURG	NY	Glenn A Beattie	Top Line Restaurants, Inc.	480-722-9196
8139	10390 BENNET ROAD	FREDONIA	NY	Glenn A Beattie	TL Restaurants, Inc.	480-722-9196
8140	364 W. MAIN ST.	BATAVIA	NY	Glenn A Beattie	Top Line Restaurants, Inc.	480-722-9196
8657	813 CANANDAIGUA RD	GENEVA	NY	Glenn A Beattie	Lake Region Restaurants, LLC	480-722-9196
8782	4757 TRANSIT RD	Depew	NY	Glenn A Beattie	Up North, LLC	480-722-9196
6717	701 MOHAWK ST	HERKIMER	NY	Hardev S Gill	Gills 01, Inc.	(315) 281-5328
7175	1078 GLENWOOD AVENUE	ONEIDA	NY	Hardev S Gill	Gills 03, Inc.	(315) 281-5328
7357	180 N GENESEE ST	UTICA	NY	Hardev S Gill	Gills 04, Inc.	(315) 281-5328
8194	1250 UPPER FRONT ST.	BINGHAMTON	NY	Hardev S Gill	Gills Binghamton, Inc.	(315) 281-5328
8195	1283 RT 300	NEWBURGH	NY	Hardev S Gill	Gills Newburg, Inc.	(315) 281-5328
8196	411 ROUTE 211 EAST	MIDDLETOWN	NY	Hardev S Gill	Gills Middletown, Inc.	(315) 281-5328
8694	255 CENTEREACH MALL	CENTEREACH	NY	Pradeep K Massand	Maple Dining of Centereach, Inc.	917-675-0003
7153	126 TROY RD	EAST GREENBUSH	NY	Suprio Banerjee	CMS Restaurant Partners, LLC	661-964-6039
7305	248 QUAKER RD	QUEENSBURY	NY	Suprio Banerjee	CMS Restaurant Partners, LLC	661-964-6039
7779	468 LOUDEN ROAD	SARATOGA SPRINGS	NY	Suprio Banerjee	CMS Restaurant Partners, LLC	661-964-6039

8732	60 NOTT TERRACE	SCHENECTADY	NY	Suprio Banerjee	MARS Hospitality, LLC	661-964-6039
7936	7700 MENTOR AVENUE	MENTOR	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
7939	1750 CEDAR STREET	FREMONT	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8105	4331 W. 150TH STREET	CLEVELAND	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8106	6207 WILSON MILLS ROAD	HIGHLAND HEIGHTS	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8511	4646 TUSCARAWAS ST WEST	CANTON	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8512	1256 W. HIGH EXTENSION	NEW PHILADELPHIA	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8605	2349 CENTER ROAD	AUSTINBURG	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8620	6100 ROCKSIDE RD.	INDEPENDENCE	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8637	2226 NORTH MAIN ST.	HUBBARD	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9214	1681 HOME AVE	AKRON	OH	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8908	CASE WESTERN RESERVE UNIVERSITY	CLEVELAND	OH	Compass Group USA	Compass Group USA	(704) 328-4000
7401	4020 BELMONT AVE	YOUNGSTOWN	OH	Ganesh Murugan	Marietta Restaurant LLC	614/499-8449
9690	700 Pike St	Marietta	OH	Ganesh Murugan	Marietta Restaurant LLC	614/499-8449
9697	1051 Interstate Court	Findlay	OH	Ganesh Murugan	Nights and Bites Company	614/499-8449
9606	68296 Red Roof Lane	St. Clairsville	OH	Glenn A Beattie	TLOH, LLC	480-722-9196
9607	2943 South Arlington Rd	Akron	OH	Glenn A Beattie	TLOH, LLC	480-722-9196
9609	10480 Baltimore Rd SW	Millersport	OH	Glenn A Beattie	TLOH, LLC	480-722-9196

9679	4927 Mahoning Ave	Austintown	OH	Glenn A Beattie	TLOH, I, LLC	480-722-9196
7158	640 TILLOTSON ST	ELYRIA	OH	Haig Antranikian	Harp Restaurants, Inc.	770-752-9530
7499	10 AIRPORT RD	ZANESVILLE	OH	Kevin Coveney	Retro Concepts Limited	(740) 586-2889
7841	2031 SOUTHGATE PARKWAY	CAMBRIDGE	OH	Kevin Coveney	Retro Concepts Limited	(740) 586-2889
8590	7735 STATE RD RT 37	BERKSHIRE	OH	Tom Pilbeam	Denn-Ohio, LLC	843-338-0175
8611	26415 WARNS RD	PERRYSBURG	OH	Tom Pilbeam	Denn-Ohio, LLC	843-338-0175
8631	9935 STATE ROUTE 41	JEFFERSONVILLE	OH	Tom Pilbeam	Denn-Ohio, LLC	843-338-0175
8829	3019 Olentangy River Road	Columbus	OH	Tom Pilbeam	Denn-Ohio, LLC	843-338-0175
6888	3030 SOUTH I-35 SERVICE RD.	OKLAHOMA CITY	OK	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7994	315 S. MERIDIAN AVENUE	OKLAHOMA CITY	OK	James T Rountree	Rountree III Foods, Inc.	405-600-5770
7996	1617 SW 74TH STREET	OKLAHOMA CITY	OK	James T Rountree	Rountree III Foods, Inc.	405-600-5770
8613	2400 SOUTH 4TH ROUTE	SAYRE	OK	James T Rountree	Rountree III Foods, Inc.	405-600-5770
9351	500 Ed Noble Parkway	Norman	OK	James T Rountree	Rountree III Foods, Inc.	405-600-5770
8594	121 NORTH 129 EAST AVE	TULSA	OK	Stephen H Mitchell	IROC, LLC	479-799-1777
6697	2604 ISLAND AVE	LA GRANDE	OR	Jerry D Fouts	Icon Restaurants, Inc.	(509) 927-3990
6363	987 KRUSE WAY	SPRINGFIELD	OR	Paul Fox	Woodburn-Denn, LLC	503-263-3193
6530	2919 Tom Tenant Drive	WOODBURN	OR	Paul Fox	Woodburn-Denn, LLC	503-263-3193
7698	1369 SE 1ST AVE	CANBY	OR	Paul Fox	Canby Denn, Inc.	503-263-3193
7835	3435 SE SPICER DR.	ALBANY	OR	Paul Fox	Canby Denn, Inc.	503-263-3193

8514	800 JOHN LONG RD	OAKLAND	OR	Paul Fox	FFH Incorporated	503-263-3193
7740	3652 GLENWOOD DR	EUGENE	OR	Rahul Marwah	Evergreen Enterprises, Inc.	562-777-2249
7741	2947 S 6TH ST	KLAMATH FALLS	OR	Rahul Marwah	Evergreen Enterprises, Inc.	562-777-2249
7743	350 W HARVARD	ROSEBURG	OR	Rahul Marwah	Evergreen Enterprises, Inc.	562-777-2249
6800	425 NE HASSALO ST	PORTLAND	OR	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6801	11950 N. CENTER AVE	PORTLAND	OR	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6804	12101 SE 82ND AVE	HAPPY VALLEY	OR	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6806	10428 S E STARK ST	PORTLAND	OR	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6807	1710 W 6TH ST	THE DALLES	OR	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6811	3680 MARKET ST NE	SALEM	OR	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6369	3155 RYAN DR SE	SALEM	OR	Steve Y Kim	Skyunlimted, Inc.	206-225-6261
7178	2265 HWY 395 S	HERMISTON	OR	Vijay Narain	Laxmi Corp.	541-564-0202
8113	2230 Main Avenue North	Tillamook	OR	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8693	246 ALLEGHENY BLVD	BROOKVILLE	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8774	47 INDUSTRIAL HIGHWAY	ESSINGTON	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8775	1871 CATASAUQUA ROAD	ALLENTOWN	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9560	271 Clairton Blvd	Pittsburgh	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9562	1199 Loucks Rd	York	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9563	3156 Elton Rd	Johnstown	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9564	5505 Carlisle Pike	Mechanicsburg	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9565	209 Tarentum Bridge Rd	New Kensington	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9566	1346 Old Freedom Rd	Cranberry Town-ship	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393

9571	3870 Route 30	Latrobe	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9572	1395 West Chestnut St	Washington	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9573	855 Rostraver Rd	Belle Vernon	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9577	1501 Harrisburg Pike	Carlisle	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9581	2180 Greentree Rd	Pittsburgh	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9582	199 Eisenhower Blvd	Hanover	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9612	220 Park Hills Plaza	Altoona	PA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8191	488 KIDDER ST.	WILKES-BARRE	PA	Hardev S Gill	Gills Wilkesbarre, Inc.	(315) 281-5328
8192	410 SCRANTON CARBONDALE HWY	SCRANTON	PA	Hardev S Gill	Gills Dickson City, Inc.	(315) 281-5328
8197	1716 E. 3RD ST.	WILLIAMSPORT	PA	Hardev S Gill	Gills Williamsport, Inc.	(315) 281-5328
8198	131 PAPERMILL RD.	BLOOMSBURG	PA	Hardev S Gill	Gills Bloomsburg, Inc.	(315) 281-5328
8199	973 N. SUSQUEHANNA TRAIL	SELINSGROVE	PA	Hardev S Gill	Gills Selinsgrove, Inc.	(315) 281-5328
8572	5609 NITTANY VALLEY DRIVE	MILL HALL	PA	Hardev S Gill	Gills Mill Hall, Inc.	(315) 281-5328
8635	1623 OLIVER ROAD	NEW MILFORD	PA	Hardev S Gill	Gills Gibson, Inc.	(315) 281-5328
8804	84 RT 93	HAZLETON	PA	Hardev S Gill	Gills Hazelton, Inc.	(315) 281-5328
6296	4276 BUSINESS ROUTE 220	BEDFORD	PA	Luisa Young	Young American, Inc.	814-623-3424
8165	3980 WILLIAM PENN HIGHWAY	MONROEVILLE	PA	Mohammad Saleem	S&T Restaurants, Inc.	412-349-1651
8166	1829 LINCOLN HIGHWAY	NORTH VERSAILLES	PA	Mohammad Saleem	S&T Restaurants, Inc.	412-349-1651
8168	7319 MCKNIGHT RD	PITTSBURGH	PA	Mohammad Saleem	S&T Restaurants, Inc.	412-349-1651

8169	2200 LEBANON CHURCH ROAD	WEST MIFFLIN	PA	Mohammad Saleem	S&T Restaurants, Inc.	412-349-1651
8502	9174 LINCOLN HWY	IRWIN	PA	Mohammad Saleem	S&T Restaurants, Inc.	412-349-1651
9259	449 Pennsylvania 315	Pittston	PA	Naymesh Patel	Mahalaxmi, LLC	570-784-3018
8533	200 WEST DRIVE	GREENSBURG	PA	Robert Holmberg	RDH Green, LLC	(724) 516-1021
8593	2701 FREEPORT RD.	PITTSBURGH	PA	Robert Holmberg	RDH Oak, LLC	(724) 516-1021
7583	444 QUAKER LANE #5	WARWICK	RI	Herman Li	C&L NE, LLC	818-703-0767
9211	1450 HARTFORD AVE.	JOHNSTON	RI	Herman Li	C&L Johnston, LLC	818-703-0767
7850	800 S. KINGS HWY	MYRTLE BEACH	SC	Craig E Herman	DennH2, LLC	910-233-4874
7753	342 HARBISON BLVD	COLUMBIA	SC	Jonathan Lussier	BRG 7753, LLC	919-303-3300
9245	2514 SUNSET BLVD	WEST COLUMBIA	SC	Jonathan Lussier	BRG 9245, LLC	919-303-3300
9687	2306 Reidville Rd	Spartanburg	SC	Jonathan Lussier	BRG 9687, LLC	919-303-3300
9688	2521 Wade Hamp-ton Blvd	Greenville	SC	Jonathan Lussier	BRG 9688, LLC	919-303-3300
9689	115 Sloan Garden Rd	Boiling Springs	SC	Jonathan Lussier	BRG 9689, LLC	919-303-3300
8666	5901 FAIRFIELD DR	COLUMBIA	SC	Pravesh Chopra	RJC, LLC	925-556-2315
8752	113 MOTEL DRIVE	SAINT GEORGE	SC	Pravesh Chopra	RJC, LLC	925-556-2315
8573	5201 GRANITE LANE	SIOUX FALLS	SD	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9380	3716 Parkway	Pigeon Forge	TN	Efren (Frank) Rivera	Mountain Success, LLC	(919) 303-3300
8577	800 WATT RD	KNOXVILLE	TN	Pravesh Chopra	RJC, LLC	925-556-2315
9303	28 SAN PEBBLE DR I-40 EXIT 85	JACKSON	TN	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9304	1420 HWY 96 NORTH	FAIRVIEW	TN	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402

7037	1579 FRY ROAD	KATY	TX	Abdul (David) A Madani	Yasmin, Inc.	281-610-4111
7260	11511 W AIRPORT BLVD	MEADOWS PLACE	TX	Abdul (David) A Madani	Yasee, Inc.	281-610-4111
7443	6969 GULF FREEWAY	HOUSTON	TX	Abdul (David) A Madani	Azya, Inc.	281-610-4111
7666	3332 S LOOP W	HOUSTON	TX	Abdul (David) A Madani	Main Street S, Inc.	281-610-4111
7797	26050 HIGHWAY 290	CYPRESS	TX	Abdul (David) A Madani	Yasmad, Inc.	281-610-4111
7832	2940 GULF FREEWAY	LEAGUE CITY	TX	Abdul (David) A Madani	League City, Inc.	281-610-4111
7838	6920 FM1960	HUMBLE	TX	Abdul (David) A Madani	Tascocita, Inc.	281-610-4111
7919	9655 N. SAM HOUSTON PARKWAY E	HUMBLE	TX	Abdul (David) A Madani	Wilson Road, Inc.	281-610-4111
7920	11221 BROADWAY BLVD	PEARLAND	TX	Abdul (David) A Madani	Pearland, Inc.	281-610-4111
8580	7112 I-10 WEST	ORANGE	TX	Abdul (David) A Madani	Oran, Inc.	281-610-4111
8585	6060 HILLCROFT ST	HOUSTON	TX	Abdul (David) A Madani	59 Hillcroft, Inc.	281-610-4111
7883	6504 FM 2920	SPRING	TX	Anthony A Shorrosh	Den-Oaks, LLC	281-880-5450
7502	301 NORTH I-45	ENNIS	TX	Anwar Ahmad	Ennis West End, Inc.	972-875-3500
7836	2405 TEXMATI DR	KATY	TX	Ben Mousavi	B & M. Maximum, Inc.	281-644-5555
7290	2316 SOUTHMORE BLVD	HOUSTON	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7570	2735 BAY AREA BLVD	HOUSTON	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101

7571	22671 EASTEX FRWY	KINGWOOD	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7572	12862 NW FREEWAY	HOUSTON	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7626	1201 HWY 146 N	TEXAS CITY	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7627	19450 HWY 59	HUMBLE	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7629	1410 SEAWALL BLVD	GALVESTON	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7754	7707 STUEBNER AIRLINE RD	HOUSTON	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7804	4125 SPENCER HWY	PASADENA	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7807	2243 STONESIDE RD	CONROE	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7858	909 WEST PASADENA	PASADENA	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
8625	23412 SH 242	NEW CANEY	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
8696	2120 NO LOOP WEST	HOUSTON	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9286	415 THIS WAY ST	LAKE JACKSON	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9383	11320 North Free-way	Houston	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9384	9810 Gulf Freeway	Houston	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9385	11901 East Freeway	Houston	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9386	19212 Gulf Freeway	Friendswood	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9387	15919 North Free-way	Houston	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9388	1876 East Freeway	Baytown	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9389	6131 Highway 6 S	Missouri City	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9390	12405 Westheimer Rd	Houston	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101

9514	212 FM 518	Kemah	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9559	23693 US Highway 59	Porter	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9588	15295 Highway 105 W Suite 100	Montgomery	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9649	21671 FM 1314 #100	Porter	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
9692	7715 FM 1960 By-pass Road West	Humble	TX	Clyde Rucker	RRH - Den, LLC	512-339-6101
7783	1416 W EXPWY 83	WESLACO	TX	David E Bramble	Bramble Restaurants, LTD	956-655-8760
7810	2301 WEST UNIVERSITY DRIVE	EDINBURG	TX	David E Bramble	Bramble Restaurants, LTD	956-655-8760
8107	4703 S EXPRESSWAY 77/83	HARLINGEN	TX	David E Bramble	Bramble Restaurants, LTD	956-655-8760
9378	1815 E Expressway 83	Penitas	TX	David E Bramble	Bramble Restaurants, LTD	956-655-8760
9508	1601 E Interstate hwy 2	San Juan	TX	David E Bramble	Bramble Restaurants, LTD	956-655-8760
6013	427 W AVENUE I	SAN ANGELO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6016	3701 W WALL AVE	MIDLAND	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6054	6801 BLANCO RD	SAN ANTONIO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6674	1710 I-40 EAST	AMARILLO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6676	4718 SLIDE RD	LUBBOCK	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6677	1206 CENTRAL FRWY N	WICHITA FALLS	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6771	17455 IH 35 N	SCHERTZ	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7210	2210 LOOP 410 SE	SAN ANTONIO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7236	105 W 42ND ST	ODESSA	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7303	435 W BANDERA ST	BOERNE	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7342	6703 FM78	SAN ANTONIO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707

7356	1601 IH35 N	AUSTIN	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7631	607 TEXAS AVE	COLLEGE STATION	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
7697	12816 IH35 N	LIVE OAK	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8114	9550 I-10 WEST	SAN ANTONIO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8147	13635 SAN PEDRO AVE	SAN ANTONIO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8148	6854 INGRAM RD	SAN ANTONIO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8535	7619 E BEN WHITE BOULEVARD	AUSTIN	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8596	101 N FM 707	TYE	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
8706	1011 BELTWAY PARKWAY	LAREDO	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9361	120 OVERLAND TRAIL	ABILENE	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9362	3314 S CLACK ST	ABILENE	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
9556	6859 Highway 90 West	San Antonio	TX	Dawn Lafreeda	Den-Tex Central, Inc.	(210) 694-0707
6450	8120 ESTERS BLVD	IRVING	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
6470	4004 EMPORIUM CIRCLE	MESQUITE	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
6782	408 WESTCHASE DRIVE	GRAND PRAIRIE	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7234	10433 N CENTRAL EXPWY	DALLAS	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7710	2030 MARKET CTR BLVD	DALLAS	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7711	8233 EAST R.L. THORNTON FRWY.	DALLAS	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800

7712	4400 N CENTRAL EXPWY	DALLAS	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7713	7120 S COCKRELL HILL	DALLAS	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7756	6480 NORTH FRWY	FORT WORTH	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7789	4601 S HULEN RD	FORT WORTH	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7833	3543 JIM WRIGHT FREEWAY	LAKE WORTH	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7846	2267 S STEMMONS FREEWAY	LEWISVILLE	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7879	4115 WEST AIRPORT	IRVING	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
7882	13689 N. CENTRAL EXP.	DALLAS	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
8190	4007 N. INTERSTATE 35	DENTON	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
8534	114 HWY 80	MESQUITE	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
8607	7425 BONNIE VIEW ROAD	DALLAS	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
8828	4928 S. COOPER	ARLINGTON	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
8864	8000 S. I-35 EAST	CORINTH	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
9535	457 West Interstate 30	Garland	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
9536	1830 North Central Expressway	Plano	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
9646	510 W LBJ Freeway	Irving	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
9647	2655 E Grapevine Mills Circle	Grapevine	TX	Eduardo Diaz	EYM Diner of DFW, LLC	(214) 819-3800
6797	13031 FM 1960 W	HOUSTON	TX	Edward A Shorrosh	STRC, Inc.	281-880-5450
7915	11710 IH 35	JARRELL	TX	Fazil Malik	Northwest Petroleum, LP	281-492-9555

9339	300 Highway 71 West	Bastrop	TX	Fazil Malik	Northwest Petroleum, LP	281-492-9555
9512	13216 N IH-35 SVRD SB	Austin	TX	Fazil Malik	Northwest Petroleum, LP	281-492-9555
9553	21030 N SH 130 SVRD SB	Hutto	TX	Fazil Malik	Northwest Petroleum, LP	281-492-9555
7163	4510 FREDERICKSBURG RD	SAN ANTONIO	TX	Judith A Barreras	Barreras Entities Texas, Inc.	210-499-5309
9616	1420 SW H K Dodgen Loop	Temple	TX	Kevin Killham	CDK Lonestar, LLC	623-492-0077
9653	19020 IH35	Kyle	TX	Kevin Killham	CDK Kyle, LLC	623-492-0077
9309	17225 A Crosby Freeway	Houston	TX	Khandaker (Alam) Alam	Sheldon 24/7 Breakfast, Inc.	281-456-7600
7159	7720 LOUETTA RD	SPRING	TX	Lillian K Shorrosh	Den-Houston Inc.	281-880-5450
7621	20015 I-45 N	SPRING	TX	Lillian K Shorrosh	DenBrook, LP	281-880-5450
7792	12697 GESSNER RD	HOUSTON	TX	Lillian K Shorrosh	DenMills, LP	281-880-5450
9252	2615 N. STALLINGS DR.	NACOGDOCHES	TX	Lissette Amiel	LVP Food Service Concepts, LLC	702-522-8513
9291	1104 N Sam Hou-ston Parkway East	Aldine	TX	Lissette Amiel	LVP Food Service Concepts, LLC	702-522-8513
7006	3244 GENTRY PKWY	TYLER	TX	Maher Ismail Ma-nasrah	Opee Enterprises, Inc.	(951) 547-3650
7644	1102 FM 148	TERRELL	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
7790	400 N HIGHWAY 175	SEAGOVILLE	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
7801	408 N I-35 EAST SERVICE ROAD	RED OAK	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
7980	201 W HWY I-30	ROYSE CITY	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
8059	3040 NE LOOP 286	PARIS	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312

8171	4315 TEXAS STATE HWY 42 NORTH	KILGORE	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
8681	2350 WEST OAK ST. #100	PALESTINE	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
8711	1058 US 59 S	CARTHAGE	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
8833	3126 S. EASTMAN RD.	LONGVIEW	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
8875	100 US HIGHWAY 79 S	HENDERSON	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
9237	1888 W. Highway 82	New Boston	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
9251	16851 INTERSTATE HIGHWAY 20	CISCO	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
9338	4125 South Beltline Road	Balch Springs	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
9354	140 LR Campbell Road	Italy	TX	Mike Tatari	Almo Investment, Ltd.	214-228-1312
6818	27960 SW FREEWAY	ROSENBERG	TX	Mizanur Rahman	Rajani Corporation	281-344-0030
6936	7207 GARTH ROAD	BAYTOWN	TX	Mizanur Rahman	Chameli Corporation	281-344-0030
7173	928 HWY 146 S	LA PORTE	TX	Mizanur Rahman	Bakul Corporation	281-344-0030
8591	2409 South New Road	WACO	TX	Moody Aljadael	Den8591, LLC	817-800-7060
9517	11915 Eastex Free-way	Houston	TX	Muhammad Ahmed	Eastex Foods, LLC	281-827-5707
9518	101 US 59 Loop South	Livingston	TX	Muhammad Ahmed	Eastex Foods, LLC	281-827-5707
9671	564 S Bibb Avenue	Eagle Pass	TX	Muhammad Ahmed	Eastex Foods, LLC	281-827-5707
8184	2890 HARVEY MITCHELL PARKWAY	BRYAN	TX	Nasir Veerani	NDN Partners, LLC	979-450-0839
7634	14010 FM 2920	TOMBALL	TX	Prakash Patel	TULHI, Inc.	(281) 797-5378

6177	5165 INTERSTATE 37	CORPUS CHRISTI	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6179	4918 S PADRE ISLAND DR	CORPUS CHRISTI	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6224	7601 NAVARRO ST	VICTORIA	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6226	7138 NW LOOP 410	SAN ANTONIO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6759	2931 US HWY 77	CORPUS CHRISTI	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6909	9567 DYER ST	EL PASO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6910	6144 GATEWAY BLVD. E	EL PASO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6912	11045 GATEWAY BLVD. W	EL PASO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6944	11315 MONTWOOD DR	EL PASO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7143	4690 WOODROW BEAN TRANSMOUNTAIN RD	EL PASO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7157	6650 MONTANA AVE	EL PASO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7603	510 ZARAGOSA RD	EL PASO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8633	1305 E MONTE CRISTO RD	EDINBURG	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8674	1613 PLEASANTON ROAD SUITE B-10	EL PASO - FT BLISS	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8677	1301 NORTH HORIZON BLVD	EL PASO	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9334	1670 U S Highway 181 Frontage Rd.	Portland	TX	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7916	2951 STATE HWY 36 SOUTH	BRENHAM	TX	Shahzad Akhtar	HRSA, LLC	(832) 330-9746

8615	204 S WALLER	BROOKSHIRE	TX	Shahzad Akhtar	CAH Investments Inc	(832) 330-9746
7685	8199 SW FRWY	HOUSTON	TX	Sultan Mahmood	Sarib Investments, Inc.	281-650-1433
7689	1422 STATE HWY 6 S	SUGAR LAND	TX	Sultan Mahmood	Sarib Investments, Inc.	281-650-1433
8009	6920 S. FRY ROAD	KATY	TX	Sultan Mahmood	Sarim Investments, Inc	281-650-1433
8697	1760 FARM TO MARKET 1960 RD WEST	HOUSTON	TX	Sultan Mahmood	Southmore 1960, LLC	281-650-1433
9280	8401 WESTHEIMER RD - SUITE 190	HOUSTON	TX	Sultan Mahmood	Samir, Inc.	281-650-1433
7052	4999 HWY 6 N	HOUSTON	TX	Syed Fahim Ahmed	AFS Enterprises, LLC	(281) 730-6896
7630	3016 W 11TH ST	HUNTSVILLE	TX	Syed Fahim Ahmed	AFS4 Enterprises LLC	(281) 730-6896
7814	6711 WEST SAM HOUSTON PARKWAY SOUTH	HOUSTON	TX	Syed Fahim Ahmed	AFS Enterprises, LLC	(281) 730-6896
8588	10367 HIGHWAY 59	WHARTON	TX	Syed Fahim Ahmed	AFS Enterprises, LLC	(281) 730-6896
8683	6111 FM 1488	MAGNOLIA	TX	Syed Fahim Ahmed	AFS Enterprises, LLC	(281) 730-6896
7853	839 N. WATSON ROAD	ARLINGTON	TX	Syed J Ahmad	Continental Restaurants, Inc.	(214) 221-7599
7907	4567 FRANKFORD ROAD	DALLAS	TX	Syed J Ahmad	Continental Foods, Inc.	(214) 221-7599
9287	3720 East Broad Street	Mansfield	TX	Syed J Ahmad	Continental Restaurants, Inc.	(214) 221-7599
7755	11099 NW FRWY	HOUSTON	TX	Syed S Ahmed	Rams Food, Inc.	281-370-8232
7917	9766-B KATY FRWY	HOUSTON	TX	Syed S Ahmed	Rams Food, Inc.	281-370-8232
7933	2200 S WASHINGTON STREET	KAUFMAN	TX	Yasser Alkhatib	MJY, Inc.	817-368-9666
8183	2801 SOUTH HWY 287	CORSICANA	TX	Yasser Alkhatib	MJY, Inc.	817-368-9666

8504	1015 WEST MAIN ST	GUN BARREL CITY	TX	Yasser Alkhatib	MJY, Inc.	817-368-9666
8619	17400 N HWY 20	CANTON	TX	Yasser Alkhatib	MJY, Inc.	817-368-9666
8830	201 N. HWY. I-45	WILMER	TX	Yasser Alkhatib	8830 Wilmer, LLC	817-368-9666
8868	709 N. I-35	Waco	TX	Yasser Alkhatib	Waco Food, LLC	817-368-9666
7128	925 N MAIN ST	TOOELE	UT	Chad Fullmer	TAC 7128, LLC	801-674-7477
7722	7051 S 1300 E	MIDVALE	UT	Chad Fullmer	TAC 7722, LLC	801-674-7477
8110	101 N. 1200TH EAST	LEHI	UT	Chad Fullmer	TAC 8110, LLC	801-674-7477
8671	1605 EAST SADDLEBACK BLVD	LAKE POINT	UT	Chad Fullmer	TAC 8671, LLC	801-674-7477
6609	1602 S STATE ST	SALINA	UT	Kinley Kay Peterson	GEKP Management, Inc.	435-979-5709
9320	630 West 1400 North	Beaver	UT	Kinley Kay Peterson	GEKP Management, Inc.	435-979-5709
7478	420 W 4500 S	MURRAY	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7480	1701 WEST N TEMPLE ST	SALT LAKE CITY	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7481	401 W 7200 S	MIDVALE	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7482	1680 N 200 W ST	PROVO	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
7677	485 N STATE ST	OREM	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8568	1172 W 2100 SOUTH	WEST HAVEN	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8675	1597 S MAIN ST	NEPHI	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
8676	2025 S 900 W	SALT LAKE CITY	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9275	592 KIRBY LANE	SPANISH FORK	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9281	4029 RIVERDALE RD.	RIVERDALE	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
9282	1516 N Redwood Rd	Saratoga Springs	UT	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6260	1215 S MAIN ST	SAINT GEORGE	UT	Wesley Cooper	Cooper, Wesley	435-632-8580
7053	155 N 1000 EAST ST	SAINT GEORGE	UT	Wesley Cooper	Cooper, Wesley	435-632-8580

8858	2097 W. HIGHWAY 40	VERNAL	UT	Wesley Cooper	Horizon Dining #3, Inc.	435-632-8580
9567	1040 West Mercury Blvd	Hampton	VA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9568	6360 Newtown Rd	Norfolk	VA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9570	3337 Virginia Beach Blvd	Virginia Beach	VA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9575	5325 Jefferson Davis Hwy.	Fredericksburg	VA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9576	1601 Martinsburg Pike	Winchester	VA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9578	1530 Rest Church rd	Clear Brook	VA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
9579	24279 Rogers Clark Blvd	Ruther Glen	VA	Anil Yadav	Mid Atlantic Diners, LLC	510-792-3393
8929	261 East Grace Street	Harrisonburg	VA	Aramark Aramark	Aramark	(850) 645-2234
8935	413-415 Brandon Ave	Charlottesville	VA	Aramark Aramark	Aramark	(850) 645-2234
7408	7214 RICHMOND HWY	ALEXANDRIA	VA	Fitzgerald Lewis	Covenant Holdings Group, LLC	703-665-7511
7410	8201 SUDLEY RD	MANASSAS	VA	Fitzgerald Lewis	Covenant Holdings Group, LLC	703-665-7511
7411	10473 LEE HWY	FAIRFAX	VA	Fitzgerald Lewis	Covenant Holdings Group, LLC	703-665-7511
9500	5501 Leesburg Pike	Falls Church	VA	Fitzgerald Lewis	Den, LLC	703-665-7511
6891	2039 W MAIN ST	SALEM	VA	John C Metz	RREMC III, LLC	561-684-2101
6973	3429 ORANGE AVE	ROANOKE	VA	John C Metz	RREMC III, LLC	561-684-2101
7901	6598 W. BROAD STREET	RICHMOND	VA	John C Metz	RREMC III, LLC	561-684-2101
8100	801 SOUTH AVE	COLONIAL HEIGHTS	VA	John C Metz	RREMC III, LLC	561-684-2101
8788	1401 TINTERN ST	CHESAPEAKE	VA	John C Metz	RREMC III, LLC	561-684-2101

6351	2202 STATE RT 530 NE	ARLINGTON	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7544	8614 S HOSMER	TACOMA	WA	Ajay K Keshap	Aedmonds, LLC	818-904-5660
7860	14821 FIRST AVE. SOUTH	Burien	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7861	11755 PACIFIC HIGHWAY	TACOMA	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7862	4109 196 St S.W.	LYNNWOOD	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7863	10802 PACIFIC AVE. SOUTH	TACOMA	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7865	18623 PACIFIC HWY SOUTH	SEATAC	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7868	132 128 ST SW	EVERETT	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7869	2603 RUDKIN RD	UNION GAP	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7871	1246 NORTH CENTRAL AVE.	KENT	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7872	161 TELEGRAPH RD.	BELLINGHAM	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7873	108 COLLEGE STREET SE	LACEY	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7875	17206 PACIFIC HWY	SEATAC	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7876	521 AUBURN WAY S	AUBURN	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
7878	100 EAST COLLEGE WAY	MOUNT VERNON	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
8855	418 W. HERON ST	ABERDEEN	WA	Ajay K Keshap	Aedmonds, LLC	818-904-5660
8874	8431 244TH ST. SW	EDMONDS	WA	Ajay K Keshap	Aedmonds, LLC	818-904-5660
8892	16511 Meridian East	Puyallup	WA	Ajay K Keshap	Apuyallup, LLC	818-904-5660
9254	1590 E YONEZAWA BLVD	MOSES LAKE	WA	Ajay K Keshap	Apuyallup, LLC	818-904-5660
9278	3704 Fruitvale Blvd.	Yakima	WA	Ajay K Keshap	Apuyallup, LLC	818-904-5660

9349	600 Trosper Road SW	Tumwater	WA	Ajay K Keshap	AWashington, LLC	818-904-5660
6206	1337 N WENATCHEE AVE	WENATCHEE	WA	David Beshay	Feast Restaurants, LLC	(951) 239-3480
9273	3525 N. DIVISION ST.	SPOKANE	WA	David Beshay	Feast Restaurants, LLC	(951) 239-3480
9371	3118 Covey Lane	Sunnyside	WA	David Beshay	Feast Restaurants, LLC	(951) 239-3480
9676	814 W Chestnut Street	Walla Walla	WA	David Beshay	Feast Restaurants, LLC	(951) 239-3480
6694	1301A GEORGE WASHINGTON WAY	RICHLAND	WA	Eric Fanciullo	E&J Hospitality, Inc.	(509) 946-3441
6695	2801 W KENNEWICK	KENNEWICK	WA	Jerry D Fouts	J & D Restaurants, Inc.	(509) 927-3990
6870	3711 S GEIGER BLVD	SPOKANE	WA	Jerry D Fouts	WRBF, Inc.	(509) 927-3990
6954	2022 N ARGONNE RD	SPOKANE	WA	Jerry D Fouts	WRBF, Inc.	(509) 927-3990
6008	110 KELSO DR	KELSO	WA	Siddharth K Chawla	Northwestern Food Washington, LLC	925-822-6443
7533	5110 PACIFIC HWY E	FIFE	WA	Siddharth K Chawla	Northwestern Foods, LLC	925-822-6443
7541	1052A HARRISON AVE	CENTRALIA	WA	Siddharth K Chawla	Northwestern Foods, LLC	925-822-6443
7542	118 INTERSTATE AVE	CHEHALIS	WA	Siddharth K Chawla	Northwestern Foods, LLC	925-822-6443
8665	2762 4TH AVENUE S	SEATTLE	WA	Siddharth K Chawla	Northwestern Food Washington, LLC	925-822-6443
7546	34726 16TH AVENUE SOUTH	FEDERAL WAY	WA	Sreenivasu Sudireddi	First JS Foods, LLC	(408) 391-1553
7547	5004 KITSAP WAY	BREMERTON	WA	Sreenivasu Sudireddi	First JS Foods, LLC	(408) 391-1553
7281	626 S HILL PARK DR	PUYALLUP	WA	Steve Y Kim	Decca Enterprise, Inc. (2)	206-225-6261

8803	20420 MOUNTAIN HIGHWAY	SPANAWAY	WA	Steve Y Kim	SK Restaurants, Inc.	206-225-6261
9258	20805 STATE ROUTE 410 E	BONNEY LAKE	WA	Steve Y Kim	Seasky, Inc.	206-225-6261
9657	760 NE Liberty Rd	Poulsbo	WA	Steve Y Kim	Skyden, Inc.	206-225-6261
6107	1201 E BROADWAY	MONONA	WI	Gurinderjit (Gary) Grewal	Gills Food Monona, Inc.	608-254-5746
6318	1500 COUNTY HWY XX	ROTHSCHILD	WI	Gurinderjit (Gary) Grewal	Gills Food Mosinee, Inc.	608-254-5746
6399	600 FRONTAGE RD SOUTH	WISCONSIN DELLS	WI	Gurinderjit (Gary) Grewal	Gills Food Wisc Dell, Inc.	608-254-5746
7398	1090 WISCONSIN DELLS PKWY S	LAKE DELTON	WI	Gurinderjit (Gary) Grewal	Gills Food Lake Delton, Inc.	608-254-5746
8757	3470 WEST COLLEGE AVENUE	APPLETON	WI	Gurinderjit (Gary) Grewal	Gills Food Appleton, Inc.	608-254-5746
9267	2020 MILTON AVE.	JANESVILLE	WI	Gurinderjit (Gary) Grewal	Gills Food Plover, Inc.	608-254-5746
8081	1798 THIERER ROAD	MADISON	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
8082	5501 WASHINGTON AVENUE	RACINE	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
8083	433 S. GAMMON ROAD	MADISON	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
8084	4925 S. HOWELL AVENUE	MILWAUKEE	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
8086	8001 W. BROWN DEER ROAD	MILWAUKEE	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
8088	2801 N. GRANDVIEW BOULEVARD	PEWAUKEE	WI	Mukesh Dharod	The Road, Inc.	913-492-0007

8090	2894 S. ONEIDA STREET	GREEN BAY	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
8092	3801 S 27TH STREET	MILWAUKEE	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
8093	11155 WEST NORTH AVENUE	WAUWATOSA	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
8623	9650 SOUTH 20TH STREET	OAK CREEK	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
9246	4695 S. 108TH ST.	GREENFIELD	WI	Mukesh Dharod	The Road, Inc.	913-492-0007
7591	1000 GATEWAY BLVD	HUDSON	WI	Ravinder S Trewn	MI5 Incorporated	(619) 985-8335
9673	2023 Cenex Drive	Rice Lake	WI	Ravinder S Trewn	MI5 Incorporated	(619) 985-8335
9343	611 Gateway Ave	Mauston	WI	Roland C Spongberg	Sunrise Restaurants, LLC	562-425-1402
6641	825 MINERAL ST.	KEYSER	WV	Gurjit (Bobby) Sidhu	GSS Keyser, Inc.	(407) 915-6016
7759	489 EMILY DR	CLARKSBURG	WV	Gurjit (Bobby) Sidhu	GSS Clarksburg, Inc.	(407) 915-6016
8824	2250 ETCHEPARE DR.	CHEYENNE	WY	James Wainwright	Rocky Mountain Hospitality, LLC	303-601-1569
8825	650 STAGECOACH DR.	ROCK SPRINGS	WY	Mike Bair	Wasatch Hospitality, LLC	801-550-5145
8826	#1 FLYING J WAY	RAWLINS	WY	Mike Bair	Wasatch Hospitality, LLC	801-550-5145
8873	4220 HOSPITALITY LANE	CASPER	WY	Narender Taneja (Estate of)	JJM CW Hospitality, Inc.	925-260-9787

EXHIBIT N

LIST OF FRANCHISEES WHO LEFT THE SYSTEM

Name	Street	City	State	Zip	Phone	E mail
Brentegan, Teresa	6833 Carolyncrest Drive	Dallas	TX	75214	(214) 673-6153	tbrenteg@smu.edu
Hakim, Ahmad	707 Ashley Ct	Highland Village	TX	75077	484-788-4065	hakimretailworld@aol.com
Hakim, Nancy	707 Ashley Ct	Highland Village	TX	75077	(484) 788-4065	alexhakim1968@gmail.com
Haque, Shahidul	4504 Canterwood Dr NW	Gig Harbor	WA	98332	253-238-6168	chris@haqueholding.com
Olson, Glenn	3015 N Majesty Lane, Suite A	Prescott Valley	AZ	86314	928-772-3738	olsonslo87@gmail.com
Olson, Larry	3015 N Majesty Lane, Suite A	Prescott Valley	AZ	86314	928-772-3738	olybros@gmail.com
Robinson, Mike (Deceased)	2723 Wyldewood St	Ottawa	ON	K1T 2S1	613-724-9409	mike.robinson1@me.com
Ryan, Patrick	2038 Overland Ave	Billings	MT	59102	406-656-1292	pat.ryan@ryanrestaurantcorp.com
Shah, Sandeep	9481 Haven Ave, Suite 120	Rancho Cucamonga	CA	91739	(909) 466-4648	sandeep@sasbrands.com
Swirsky, Joel	7925 E State Route 69	Prescott Valley	AZ	86314	928-710-6505	lgjrestaurants@gmail.com
Yadav, Sushil	3550 Mowry Ave, Suite 301	Fremont	CA	94538	None	None

EXHIBIT O

FINANCIAL STATEMENTS

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

DFO, LLC AND SUBSIDIARY

(An Indirect Wholly Owned Subsidiary of Denny's Corporation)

Consolidated Balance Sheets
(unaudited)

April 1, 2026 and December 31, 2025

(In thousands)

Assets		**2026**	**2025**
Current assets:			
Receivables, less allowance for doubtful accounts of $85 at April 1, 2026 and $240 at December 31, 2025	$	10,615	10,800
Receivable from affiliate		2	2
Other current assets		1,236	1,236
Total current assets		11,853	12,038
Property:			
Land		289	15,087
Buildings and improvements		762	32,898
		1,051	47,985
Less accumulated depreciation		(762)	(32,862)
Property, net		289	15,123
Trade names		154,000	44,087
Franchise Agreements		160,583	—
Other		11,910	10,810
Total assets	$	338,635	82,058
Liabilities and Member's Equity			
Current liabilities:			
Accrued foreign taxes	$	93	66
Unearned income		1,750	1,749
Payables to franchisees		50	191
Total current liabilities		1,893	2,006
Noncurrent liabilities:			
Unearned income		11,830	11,753
Total noncurrent liabilities		11,830	11,753
Total liabilities		13,723	13,759
Commitments and contingencies			
Member's equity:			
Contributed capital		315,772	61,075
Retained Earnings		9,140	7,224
Total member's equity		324,912	68,299
Total liabilities and member's equity	$	338,635	82,058

DFO, LLC AND SUBSIDIARY

(An Indirect Wholly Owned Subsidiary of Denny's Corporation)

Consolidated Statements of Income

(unaudited)

Thirteen Weeks ended April 1, 2026 and the Fiscal years ended December 31, 2025, December 25, 2024

(In thousands)

		2026	2025	2024
Revenue:				
Franchise and license fees	$	27,087	119,350	121,480
Advertising revenue		20,627	75,691	78,192
Equipment sales		151	1,268	675
Rent		—	5	5
		47,865	196,314	200,352
Expenses:				
Advertising expense		22,413	75,691	78,192
Depreciation and amortization expense		3,417	6	6
General and administrative		12,426	54,828	63,411
Cost of equipment sales		151	1,268	675
Gains on dispositions of properties		—	(1,360)	(684)
		38,407	130,433	141,600
Income before income taxes		9,458	65,881	58,752
Provision for income taxes		318	1,413	1,478
Net income	$	9,140	64,468	57,274

DFO, LLC AND SUBSIDIARY

(An Indirect Wholly Owned Subsidiary of Denny's Corporation)

Consolidated Financial Statements

December 31, 2025 and December 25, 2024

(With Independent Auditors' Report Thereon)

DFO, LLC AND SUBSIDIARY

(An Indirect Wholly Owned Subsidiary of Denny's Corporation)

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KPMG LLP
Suite 1000
620 S. Tryon Street
Charlotte, North Carolina 28202-1842

Independent Auditors' Report

Those Charged with Governance
DFO, LLC:

Opinion

We have audited the consolidated financial statements of DFO, LLC and its subsidiary (the Company), which comprise the consolidated balance sheets as of December 31, 2025 and December 25, 2024, and the related consolidated statements of income, member's equity, and cash flows for each of the fiscal years in the three-year period ended December 31, 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 31, 2025 and December 25, 2024, and the results of its operations and its cash flows for each of the fiscal years in the three-year period ended December 31, 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 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

Charlotte, North Carolina
April 30, 2026

DFO, LLC AND SUBSIDIARY
(An Indirect Wholly Owned Subsidiary of Denny's Corporation)

Consolidated Balance Sheets

December 31, 2025 and December 25, 2024
(In thousands)

Assets		**2025**	**2024**
Current assets:			
Trade receivables, less allowance for doubtful accounts of $240 at December 31, 2025 and $290 at December 25, 2024	$	10,800	14,342
Receivable from affiliate		2	2
Other current assets		1,236	949
Assets held for sale		—	209
Total current assets		12,038	15,502
Property:			
Land		15,087	15,087
Buildings and improvements		32,898	32,898
		47,985	47,985
Less accumulated depreciation		(32,862)	(32,856)
Property, net		15,123	15,129
Trade names		44,087	44,087
Other noncurrent assets		10,810	5,629
Total assets	$	82,058	80,347
Liabilities and Member's Equity			
Current liabilities:			
Accrued foreign taxes	$	66	113
Unearned income		1,749	1,898
Payables to franchisees		191	291
Total current liabilities		2,006	2,302
Noncurrent liabilities:			
Unearned income		11,753	13,795
Total noncurrent liabilities		11,753	13,795
Total liabilities		13,759	16,097
Commitments and contingencies (Note 7)			
Member's equity:			
Contributed capital		61,075	61,075
Retained earnings		7,224	3,175
Total member's equity		68,299	64,250
Total liabilities and member's equity	$	82,058	80,347

See accompanying notes to consolidated financial statements.

DFO, LLC AND SUBSIDIARY
(An Indirect Wholly Owned Subsidiary of Denny's Corporation)

Consolidated Statements of Income

Fiscal years ended December 31, 2025, December 25, 2024 and December 27, 2023
(In thousands)

		2025	2024	2023
Revenue:				
Franchise and license fees	$	119,350	121,480	123,278
Advertising revenue		75,691	78,192	77,932
Equipment sales		1,268	675	4,838
Rent		5	5	5
		196,314	200,352	206,053
Expenses:				
Advertising, net		75,691	78,192	77,932
Depreciation expense		6	6	6
General and administrative		54,828	63,411	68,696
Cost of equipment sales		1,268	675	4,838
Gains on dispositions of properties		(1,360)	(684)	(2,392)
		130,433	141,600	149,080
Income before income taxes		65,881	58,752	56,973
Provision for income taxes		1,413	1,478	1,433
Net income	$	64,468	57,274	55,540

See accompanying notes to consolidated financial statements.

DFO, LLC AND SUBSIDIARY

(An Indirect Wholly Owned Subsidiary of Denny's Corporation)

Consolidated Statements of Member's Equity

Fiscal years ended December 31, 2025, December 25, 2024 and December 27, 2023
(In thousands)

	Contributed capital	Retained earnings	Total
Balance at December 28, 2022	$ 61,669	—	61,669
Net income	—	55,540	55,540
Distributions, net	(594)	(55,540)	(56,134)
Balance at December 27, 2023	61,075	—	61,075
Net income	—	57,274	57,274
Distributions, net	—	(54,099)	(54,099)
Balance at December 25, 2024	61,075	3,175	64,250
Net income	—	64,468	64,468
Distributions, net	—	(60,419)	(60,419)
Balance at December 31, 2025	$ 61,075	7,224	68,299

See accompanying notes to consolidated financial statements.

DFO, LLC AND SUBSIDIARY
(An Indirect Wholly Owned Subsidiary of Denny's Corporation)

Consolidated Statements of Cash Flows

Fiscal years ended December 31, 2025, December 25, 2024 and December 27, 2023
(In thousands)

		2025	2024	2023
Cash flows from operating activities:				
Net income	$	64,468	57,274	55,540
Adjustments to reconcile net income to cash flows provided by operating activities:				
Depreciation of property		6	6	6
Gains on dispositions of properties		(1,360)	(684)	(2,392)
Changes in assets and liabilities:				
Receivables		3,542	(1,265)	4,883
Other current assets		(287)	106	(471)
Other noncurrent assets		(5,181)	116	(772)
Accrued foreign taxes		(47)	(6)	55
Unearned income		(2,191)	(2,452)	(1,659)
Payables to franchisees		(100)	90	(2,136)
Net cash flows provided by operating activities		58,850	53,185	53,054
Cash flows from investing activities:				
Proceeds from disposition of property		1,569	914	3,080
Net cash flows provided by investing activities		1,569	914	3,080
Cash flows from financing activities:				
Capital distributions, net		(60,419)	(54,099)	(56,134)
Net cash flows used in financing activities		(60,419)	(54,099)	(56,134)
Net change in cash		—	—	—
Cash at beginning of year		—	—	—
Cash at end of year	$	—	—	—
Supplemental cash flow information:				
Foreign income taxes paid by decrease in capital distributions to Denny's, Inc.	$	1,460	1,484	1,378

See accompanying notes to consolidated financial statements.

(1) Introduction

DFO, LLC, formerly known as DFO, Inc. (DFO, or together with its subsidiary, the Company) was incorporated on December 27, 1994 as a wholly owned subsidiary of Denny's, Inc. (Denny's) and was organized to operate as the sole franchisor of Denny's restaurants. Denny's Corporation is the ultimate parent of the Company.

Denny's, a full-service family restaurant chain, operates in all 50 states and the District of Columbia, two U.S. territories and 11 foreign countries, with principal concentrations in California (24% of total restaurants), Texas (13%) and Florida (7%). At December 31, 2025, the Denny's brand consisted of 1,438 franchised, licensed and company restaurants. Of this amount, 1,376 of Denny's restaurants were franchised or licensed, representing 96% of the total restaurants, and 62 were company restaurants.

Denny's Realty, LLC, (DR) formerly known as Denny's Realty, Inc., is a wholly owned subsidiary of DFO, and its sole activity is to own restaurant properties that are leased to Denny's. The restaurant properties are leased to Denny's under a lease agreement whereby all restaurant operations and operating costs are the responsibility of Denny's (see Note 5).

The fiscal year ended December 31, 2025 included 53 weeks of operations. The fiscal years ended December 25, 2024 and December 27, 2023 each included 52 weeks of operations.

(2) Summary of Significant Accounting Policies

Accounting policies and methods of their application that significantly affect the determination of financial position, results of operations and cash flows are as follows:

(a) Consolidated Financial Statements

The consolidated financial statements include the accounts of DFO and its wholly owned subsidiary, DR. All significant intercompany balances and transactions have been eliminated.

Certain cash transactions of the Company are handled by Denny's on behalf of the Company. Such transactions are accounted for as contributions from or distributions to Denny's. During each of the fiscal years ended December 31, 2025, December 25, 2024, and December 27, 2023, such cash transactions resulted in net distributions to Denny's of $60.4 million, $54.1 million, and $56.1 million, respectively.

Substantially all of the expenses of the Company are paid by Denny's and allocated to the Company's Consolidated Statements of Income based on estimates made by Denny's management. Such expenses comprise general and administrative expenses, advertising expenses, net, and cost of equipment sales on the Consolidated Statements of Income. The consolidated financial statements do not represent general and administrative expenses of the Company had it been operated independently.

(b) Use of Estimates

The preparation of consolidated financial statements in conformity with U.S generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the amounts of revenues and expenses during the period reported. Actual results could differ materially from those estimates.

(c) Receivables

Receivables consist primarily of royalties and advertising related to the Company's ongoing business agreements with franchisees. Effective December 26, 2024, the Company adopted ASU 2025-05, Measurement of Credit Losses for Accounts Receivable and Contract Assets, applying a prospective transition approach. In estimating expected credit losses for its accounts receivable and contract assets, the Company has elected to apply the practical expedient, assuming that current economic conditions as of the balance sheet date do not change for the remaining life of the assets. Furthermore, the Company has elected the accounting policy to consider subsequent cash collection activity after the balance sheet date. For the period ended December 31, 2025, the Company evaluated subsequent cash collections through April 30, 2026. Receivables that are ultimately deemed to be uncollectible, and for which collection efforts have been exhausted, are written off against the allowance for doubtful accounts.

(d) Property and Depreciation

Buildings and improvements are depreciated using the straight-line method over their estimated useful lives, ranging from five to thirty years.

Substantially all of the Company's property is pledged as collateral for the credit facility described in Note 7.

(e) Trade Names

Trade names are considered indefinite-lived intangible assets and are not amortized, but are tested for impairment at least annually, and more frequently if circumstances indicate that they may be impaired.

(f) Disposal or Impairment of Long-Lived Assets

The Company evaluates its long-lived assets for impairment at the restaurant level when assets are identified as held for sale or whenever changes or events indicate that the carrying value may not be recoverable. For assets identified as held for sale, the Company uses the market approach and consider proceeds from similar asset sales. The Company assesses impairment of restaurant-level assets based on the operating cash flows of the restaurant, expected proceeds from the sale of assets and its plans for restaurant closings. For underperforming assets, the Company uses the income approach to determine both the recoverability and estimated fair value of the assets. To estimate future cash flows, the Company makes certain assumptions about expected future operating performance, such as revenue growth, operating margins, and future economic and market conditions. If the long-lived assets of a restaurant are not recoverable based upon estimated future, undiscounted cash flows, the Company writes the assets down to their fair value. If these estimates or their related assumptions change in the future, the Company may be required to record additional impairment charges.

Assets held for sale consist of real estate properties and/or restaurant operations that we expect to sell within the next year. The assets are reported at the lower of carrying amount or fair value less costs to sell. Fair value is based upon Level 2 inputs, which include sales agreements. The Company ceases recording depreciation on assets that are classified as held for sale. If the determination is made that the Company no longer expects to sell an asset within the next year, the asset is reclassified out of held for sale.

(g) Gain on Sales of Real Estate Properties

Generally, gains on sales of real estate properties are recognized when the sales are consummated, and certain other gain recognition criteria are met.

(h) Fair Value of Financial Instruments

The Company's significant financial instruments are receivables and accrued liabilities. The fair values of these financial instruments approximate their carrying values based on their short-term maturities.

(i) Capital Distributions

Beginning in fiscal 2023, the Company elected an accounting policy to present capital distributions on a net basis in the Consolidated Statements of Member's Equity. 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 "Contributed capital," if any, until the cumulative "Contributed capital" balance is reduced to zero, and are then subsequently recorded to "Accumulated deficit." The net contributions in a year are recorded to "Contributed capital." The Company presents capital distributions on a net basis as a financing activity in the Consolidated Statements of Cash Flows.

(j) Revenue

Revenues consist primarily of franchise and license fees and advertising revenue. Franchise and license fees consist of royalties and initial and other fees. Under franchise agreements we provide franchisees with a license of the Company's symbolic intellectual property, administration of advertising programs (including local co-operatives), and other ongoing support functions. These services are highly interrelated, so the Company does not consider them to be individually distinct performance obligations, and therefore account for them as a single performance obligation.

Royalty, advertising and licensing fees revenues represent sales-based revenues that are recognized in the period in which the sales occur. Sales-based revenues are variable consideration related to the Company's performance obligation to its franchisees to maintain the intellectual property being licensed. Under the franchise agreements, franchisee advertising contributions must be spent on marketing and related activities. The Company earns a 0% to 7.0% royalty fee on revenues of Denny's franchised restaurants. The Company earns a 0% to 3.25% advertising fee on revenues of Denny's franchised restaurants. Advertising revenues and expenditures are recorded on a gross basis within the Consolidated Statements of Income.

Initial and other fees include initial, successor and assignment franchise fees (initial franchise fees). Initial franchise fees are billed and received upon the signing of the franchise agreement. Recognition of these fees is deferred until the commencement date of the agreement and occurs over time based on the term of the underlying franchise agreement. In the event a franchise agreement is terminated, any remaining deferred fees are recognized in the period of termination. Our performance obligation under development agreements generally consists of an obligation to grant exclusive development rights over a stated term. These development rights are not distinct from franchise agreements, so upfront fees paid by franchisees for exclusive development rights are deferred and apportioned to each franchise restaurant opened by the franchisee. The pro rata amount apportioned to each restaurant is accounted for as an initial franchise fee.

Initial and other fees also include revenues that are distinct from the franchise agreement and are based on separate performance obligations. Training and other franchise services fees are billed and recognized at a point in time as services are rendered. Equipment revenues are billed and recognized as the equipment is installed. Other franchise services fees are recorded on a gross basis within the Consolidated Statement of Income. Refer to note 5 for discussion of lessor revenue.

The Company recorded contract assets related to incentives and subsidies provided to franchisees related to new unit openings and/or equipment upgrades. These contract assets are presented within other current assets and other noncurrent assets on the Consolidated Balance Sheets. These assets are amortized as a reduction to franchise and license fees revenue within our Consolidated Statements of Income over the remaining term of the underlying franchise agreement.

(k) Advertising Expenses

Production costs for radio and television advertising are expensed by the Company as of the date the commercials are initially aired. Other advertising costs are expensed as incurred. Under our franchise agreements, advertising contributions received from franchisees must be spent on marketing and related activities. As the Company is contractually required to spend these contributions on advertising costs, the obligations are accrued and advertising costs expensed when the related revenues are recognized.

(l) Income Taxes

The Company is a limited liability company (LLC) that is disregarded as an entity separate from its owner and, as such, is not subject to federal and most state income taxes. The Company is subjected to foreign income taxes on royalty payments which are included as income tax expense.

(m) Accounting Standards to be Adopted

In December 2023, the FASB issued ASU 2023-09, "Income Taxes (Topic 740): Improvements to Income Tax Disclosures". The new guidance requires enhanced effective tax rate reconciliation and income taxes paid disclosures. ASU 2023-09 is effective for annual periods beginning after December 15, 2025 (our fiscal 2026). The Company is currently evaluating the impact that the adoption of this new guidance will have on its consolidated financial statements and will add necessary disclosures upon adoption.

In 2025, the FASB issued ASU 2025-05, "Measurement of Credit Losses for Accounts Receivable and Contract Assets". This standard provides a simplified approach for estimating credit losses on current accounts receivable and contract assets arising from revenue transactions. The standard permits entities to elect a practical expedient to assume that current economic conditions as of the balance sheet date persist for the remaining life of the assets. Additionally, it allows non-public entities to make an accounting policy election to consider subsequent cash collection activity occurring after the balance sheet date when estimating expected credit losses. The standard is effective for the Company for fiscal years beginning after December 15, 2025 (our fiscal 2026), with early adoption permitted. The Company determined to early adopt the standard in fiscal 2025. See Note 2(c) for further related discussion.

We reviewed all other newly issued accounting pronouncements and concluded that they are either not applicable to our business or are not expected to have a material effect on our consolidated financial statements as a result of future adoption.

(3) Revenues

The following table disaggregates our revenue by sales channel and type of good or service:

		December 31, 2025	December 25, 2024	December 27, 2023
			(In thousands)	
Royalties	$	110,103	113,804	115,004
Advertising revenue		75,691	78,192	77,932
Initial and other fees		9,247	7,676	8,274
Equipment sales		1,268	675	4,838
Rent		5	5	5
Total revenue	$	196,314	200,352	206,053

Balances related to contracts with customers consists of receivables, contract assets, and deferred franchise revenue.

Unearned income consists of deferred franchise revenue related primarily to the unamortized portion of initial franchise fees that are currently being amortized into revenue and amounts related to development agreements and unopened restaurants that will begin amortizing into revenue when the related restaurants are opened. Deferred franchise revenue represents the Company's remaining performance obligations to its franchisees, excluding amounts of variable consideration related to sales-based royalties and advertising. The components of the change in deferred franchise revenue are as follows (In thousands):

Balance, December 25, 2024	$	15,693
Fees received from franchisees		971
Revenue recognized [(1)]		(3,162)
Balance, December 31, 2025		13,502
Less current portion of unearned income		(1,749)
Noncurrent unearned income	$	11,753

(1) Of this amount, $2.7 million was included in the deferred franchise revenue balance as of December 25, 2024.

We record contract assets related to incentives and subsidies provided to franchisees related to new unit openings and/or equipment upgrades. These amounts will be recognized as a component of franchise and license fees revenue over the remaining term of the related franchise agreements. The components of the change in contract assets are as follows (In thousands):

Balance, December 25, 2024	$	6,391
Franchisee deferred costs		7,068
Contract asset amortization		(1,575)
Balance, December 31, 2025		11,884
Less current portion included in other current assets		(1,232)
Contract assets included in other noncurrent assets	$	10,652

The Company sells equipment related to various programs for franchise restaurants, including kitchen and point-of-sale system equipment. Revenue is recognized when the related equipment is installed, less amounts contributed from the Company, which have been deferred as contract assets as of December 31, 2025. We recognized $1.3 million, $0.7 million and $4.8 million of revenue related to the sale of equipment to franchisees during the fiscal years ended December 31, 2025, December 25, 2024 and December 27, 2023, respectively. As the Company does not own the inventory prior to sale, the Company does not record inventory related to the sale on the Consolidated Balance Sheet.

As of December 31, 2025, deferred franchise revenue, net of contract asset amortization, expected to be recognized in the future is as follows (In thousands):

2026	$	517
2027		521
2028		425
2029		348
2030		184
Thereafter		(377)
Deferred franchise revenue	$	1,618

(4) Sales of Real Estate

During 2025, the Company completed the sale of one real estate property for a net sales price of $1.6 million. During 2024, the Company completed the sale of one real estate property for a net sales price of $0.9 million. During 2023, the Company completed the sale of three real estate properties for a net sales price of $3.1 million.

As a result of the sale of these properties, we recorded gains on dispositions of properties of $1.4 million, $0.7 million, and $2.4 million for the fiscal years ended December 31, 2025, December 25, 2024, and December 27, 2023, respectively, in the Consolidated Statements of Income.

(5) Lease Agreements

Substantially all of the Company's land and buildings, representing 51 restaurant properties as of December 31, 2025, are leased to Denny's by the Company under an operating lease. The lease term expires on December 31, 2040. The rental income from Denny's was approximately $5 thousand for the fiscal years ended December 31, 2025, December 25, 2024 and December 27, 2023, respectively. The rental income receivable from Denny's was approximately $2 thousand as of December 31, 2025 and December 25, 2024, respectively. Under the lease, Denny's pays all taxes, operating expenses, insurance premiums, and utility charges. Annual rental income for each of the next five years is approximately $5 thousand.

(Continued)

(6) Income Taxes

The provision for income taxes is summarized as follows:

		December 31, 2025	December 25, 2024	December 27, 2023
			(In thousands)	
Current:				
Foreign and other	$	1,413	1,478	1,433
Provision for income taxes	$	1,413	1,478	1,433

Foreign withholding taxes are required by certain countries on cross border royalties where franchise restaurants operate. Taxes are withheld on these cross-border royalty payments by the franchisee and are remitted to the foreign taxing jurisdiction. The difference between the statutory corporate tax rate of 21% and the Company's effective tax rate of 2.1%, 2.5%, and 2.5% for the fiscal years ended December 31, 2025, December 25, 2024 and December 27, 2023, respectively, is due to the Company's conversion to an LLC (and is thus a disregarded entity) on June 28, 2006. Since June 28, 2006, the Company has been a single-member LLC and has been treated as a disregarded entity pursuant to Treasury Regulations Sections 301.7701-3 for federal income tax purposes. Generally, disregarded entities are not subject to entity-level federal or state income taxation and, as such, the Company does not provide income taxes. The Company's taxable income is primarily reported in the tax return of Denny's Corporation.

The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than 50% likely of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company had no uncertain tax positions for the fiscal years ended December 31, 2025 and December 25, 2024.

(7) Commitments and Contingencies

Denny's and certain of its subsidiaries, including the Company, have a credit facility consisting of a $325 million senior secured revolver (with a $25 million letter of credit sublimit). Borrowings bear a tiered interest rate, which is based on Denny's Corporation consolidated leverage ratio. The maturity date for the credit facility is January 29, 2027.

The credit facility is available for working capital, capital expenditures and other general corporate purposes. The credit facility is guaranteed by Denny's Corporation and its material subsidiaries and is secured by assets of Denny's Corporation and its subsidiaries, including the stock of its subsidiaries (other than its insurance captive subsidiary).Subsequent to year end, Denny's Corporation entered into an agreement to be acquired. See Note 8, Subsequent Events. In connection with the closing of the merger, all outstanding amounts under Denny's Corporation credit facility and related long-term debt were repaid in full and the facility was terminated. The repayment of the debt was funded by the acquirer as part of the merger consideration.

There are no amounts recorded in the Company's consolidated financial statements for its guarantee associated with the credit facility.

The Company is exposed to asserted and unasserted potential claims encountered in the normal course of business. In the opinion of management, the resolution of these matters will not have a material adverse effect on the Company's consolidated financial position or results of operations.

(8) Subsequent Events

The Company has evaluated subsequent events from the balance sheet date through April 30, 2026, the date at which the consolidated financial statements were available to be issued.

On January 16, 2026, subsequent to the balance sheet date of December 31, 2025, Denny's Corporation was acquired by Sparkle Topco Corp., which is controlled by funds managed by affiliates of TriArtisan Capital Advisors LLC., Treville Capital Group, and Yadav Enterprises. TriArtisan Capital Advisors is an investment firm with experience investing in full-service, global dining and entertainment concepts. Treville is an alternative asset manager that leverages its platform and deep sector expertise to provide customized solutions for companies. Yadav Enterprises is an owner-operator restaurant company across a variety of restaurant concepts. The acquisition is expected to provide additional growth opportunities, to support strategic execution and create value.

EXHIBIT P

EFFECTIVE DATES OF STATE REGISTRATION/STATE-SPECIFIC ADDENDUM

DFO, LLC
UNIFORM FDD ADDENDUM

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This Disclosure Document is registered, on file, exempt from registration, or otherwise effective in the following states with franchise registration and disclosure laws:

State	Effective Date
California	January 1, 2026
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENTAND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF DFO, LLC OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT OR MAKE A PAYMENT WITH THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR GRANT. IF DFO, LLC DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCIES LISTED IN EXHIBIT B.

The name of the franchise seller offering the franchise is ______________________ whose principal business address is 203 East Main Street, Spartanburg, SC 29319, and phone number is (864) 597-8000.

The issuance date of this disclosure document is: April 30, 2026. We authorize the agents listed in Exhibit B to receive service of process for us. I have received a disclosure document dated April 30, 2026 that includes the following Exhibits:

Exhibit A – State Administrators/Agents for Service of Process Exhibit B – State-Specific Riders to Agreements Exhibit C – Franchise Agreement Exhibit C-1 – New Product Offering Addendum Exhibit C-2 – The Den Addendum Exhibit D – Successor Franchise Agreement Exhibit E – SCOC Franchisee Participation Agreement Exhibit F – Gift Card Agreement Exhibit G – (Sub)Lease Exhibit H – IGP Development Agreement	Exhibit I – Payment Card Agreement Exhibit J – Standard Enterprise Technology Platform Agreement Exhibit J-1 – Denny's On Demand Agreement Exhibit K – Personal Guaranty Exhibit L – Table of Contents of the Brand Standards / HACCP Manual Exhibit M – List of Franchisees Exhibit N – List of Franchisees Who Left System Exhibit O – Financial Statements Exhibit P – State-Specific Addendum/Effective Dates of State Registration

Date: ___________________

____
Franchisee Signature
Name: ___________________
Title: ________________

TO BE KEPT BY YOU

RECEIPT

THIS DISCLOSURE DOCUMENT SUMMARIZES PROVISIONS OF THE FRANCHISE AGREEMENTAND OTHER INFORMATION IN PLAIN LANGUAGE. READ THIS DISCLOSURE DOCUMENT AND ALL AGREEMENTS CAREFULLY.

IF DFO, LLC OFFERS YOU A FRANCHISE, IT MUST PROVIDE THIS DISCLOSURE DOCUMENT TO YOU 14 CALENDAR DAYS BEFORE YOU SIGN A BINDING AGREEMENT OR MAKE A PAYMENT WITH THE FRANCHISOR OR AN AFFILIATE IN CONNECTION WITH THE PROPOSED FRANCHISE SALE OR GRANT. IF DFO, LLC DOES NOT DELIVER THIS DISCLOSURE DOCUMENT ON TIME OR IF IT CONTAINS A FALSE OR MISLEADING STATEMENT, OR A MATERIAL OMISSION, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED TO THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND THE STATE AGENCIES LISTED IN EXHIBIT B.

The name of the franchise seller offering the franchise is ______________________ whose principal business address is 203 East Main Street, Spartanburg, SC 29319, and phone number is (864) 597-8000.

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Date: ___________________

____
Franchisee Signature
Name: ___________________
Title: ________________

TO BE RETURNED TO US